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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, January 20, 2026 - 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 Kenneth Johnson - Friendship Missionary Baptist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of the minutes from the January 5, 2026, Regular Meeting.

6. **PROCLAMATIONS**

   A. Treasure Coast Chapter of The Links, Incorporated's 50th Anniversary

7. **LETTERS TO COMMISSION**

   A. Thank you from Tricia Hamid commending Shaun Coss, Katherine Calderon and Charmaine Kirkland of Community Response for their professional, kind and courteous service which was provided in assisting her with her father's new Property Owners Association.

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

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

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

actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approval of the 2026 Operation Agreement between the City of Fort Pierce and Indian River State College (IRSC) for a school resource officer which is funded by IRSC.

B. Approval to award Bid No. 2025-038 for CDBG Residential Rehabilitation for 2803 Avenue M, Fort Pierce, FL to De La Hoz Builders, Inc. for an amount not to exceed $91,469.00.

C. Approval to award Bid No. 2026-012 for CDBG Residential Rehabilitation for 1701 N. 19th Street, Fort Pierce, FL to DMS Contractors, LLC for an amount not to exceed $64,367.50.

D. Approval to award Bid No. 2026-005 for CDBG Residential Rehabilitation for 2708 Avenue H, Fort Pierce, FL to Burch Construction, for an amount not to exceed $60,255.00.

E. Approval to award Bid No. 2026-013 for SHIP Residential Rehabilitation for 2300 San Marcos Avenue, Fort Pierce, FL to DMS Contractors, LLC, for an amount not to exceed $69,882.10.

F. Approval of the continuing services contract in response to RFQ No. 2025-022 for Professional Engineering Services awarded to WGI, Inc. for a period two (2) years with three (3) one-year renewal options.

G. Approval to award Bid No. 2025-039 Landscape Maintenance of Medians to Elite Landscaping Services, Inc., dba Partnership Landscaping, Wellington, FL in the amount of $86,400.00.

H. Approval of the expenditure to piggyback Sourcewell Contracts, 112624-KBA, & Related Attachments 082923-KBA, for the purchase of one (1) Kubota SCL1000 with a Mini Vibratory Plow Attachment from Crystral Tractor, Leesburg, FL, in accordance with the attached quote, for an amount not to exceed $56,611.81 subject to future contract approval.

I. Approval of the expenditure in the amount of $83,717.84 for a 2026 Isuzu NPR-HD, Crew Cab Dump Truck pursuant to the Florida Sheriff's Association Contract No.FSA25-VEH23.0, subject to piggyback contract approval at a later date.

J. Approval of expenditure for cloud-based communications archiving services with Smarsh, Inc, Portland, OR in the amount not to exceed $56,476.44.

K. Approval of expenditure for Annual Purchase Orders for the Public Works Department for Fiscal Year 2026 to ensure efficient maintenance, service, and repair of all city-owned facilities, amenities, and equipment, in the total budgeted amount of 2,767,000.00

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 26-001 - Amending Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042. SECOND READING

B. Legislative Hearing - Ordinance 26-002. An Ordinance of the City Commission of the City of Fort Pierce, Florida, relating to Comprehensive Planning; Amending the City's Comprehensive Plan Pursuant to the Evaluation and Appraisal Review Based Amendments; to include revisions to the Land Use Element; Transportation Element, Infrastructure Element, Conservation Element, Coastal Management Element; Housing Element; Recreational and Open Space Element; Intergovernmental Coordination Element; Public Facilities Management Element; and the Public Schools Facilities Element; providing for a severability clause; providing for repeal of Ordinances or parts thereof in conflict; providing for an effective date. FIRST READING

C. Legislative Hearing - Ordinance 25-009: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

D. Quasi-Judicial Hearing - Ordinance 25-037 - Review and approval of a Zoning Map Amendment by applicant Leslie Olson to change the zoning of two (2) parcels of land from General Commercial Zone, C-3, to Planned Development, PD at 2721 S Jenkins Road, more specifically at Parcel ID(s): 2324-413-0000-000-9 & 2324-431-0001-000-2 - FIRST READING.

13. **CITY COMMISSION**

A. Resolution 26-R03 Establishing Auditor Selection Committee; selection of the Committee chair from among the Commission.

B. Resolution 26-R04 accepting returns of Special Run-Off Election

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 PM **6. A.**

Meeting Date: 01/20/2026

Re:

SUBJECT:

Approval of the minutes from the January 5, 2026, Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

1.05.2026 minutes

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, JANUARY 5, 2026.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:05 p.m.

2. OPENING PRAYER - Pastor Howard Riley - Spirit Life Church of God

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

A. Approval of the minutes from the December 15, 2025, Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the minutes from the December 15, 2025 regular meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

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

Commissioner Johnson requested to pull item 11I and for a continuation of item 11I to another meeting date to allow for further discussion with the City Attorney Sara Hedges.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to delete item 11I and approve the agenda as amended.

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

Passed

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

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

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

A. Approve recommendation from the Youth Advisory Council seeking approval of the winners of the "If I were elected the Mayor of the City of Fort Pierce" Essay Contest as follows: First Place - Khen Julia, 11th grade, Home-schooled; Second Place - Gerlexus Thompson, 10th Grade; YouthServ Academy, Inc.; Third Place - Demetrius Cobb, 8th grade, YouthServ Academy, Inc.; Honorable Mention - Meliya Brown, 3rd Grade, YouthServ Academy, Inc.

B. Approval of Grant Agreement Time Extension for FDOT Agreement G2H29 for the construction of the Highwayman Trail Gap SUN Trail project to March 1, 2028.

C. Approval of Amendment No. 1 to the Continuing Services Agreement with Mow 4 Less Lawn Care LLC for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000

D. Approval to Award RFP 2026-007 for Floodplain Services and Inspection Services Software for a three (3) year plan to Forerunner, Inc. of Sanfranciso, CA in the amount of $153,108.00, with two one-year renewals in the amount of $51,036.00 per year.

E. Approval of an Agreement between the City of Fort Pierce and Main Street Fort Pierce, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $50,000.

F. Approval of an Agreement between the City of Fort Pierce and the Economic Development Council of St. Lucie County, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $62,500.

G. Approval expenditure for proposal from Beemats LLC, New Smyrna Beach, FL, in the amount of $177, 408.00 for the annual harvesting, maintenance, and re-nourishment of vegetated mats at the Indian Hills Recreation Area.

H. Approval of a Specific Authorization No. 1 with Tetra Tech, Inc. for Community Rating System (CRS) and Climate Resilience Professional Support Services for the Building Department in the amount of $12,000.00

I. PULLED - Approval of the 2026 Operation Agreement between the City of Fort Pierce and Indian River State College (IRSC) for a school resource officer which is funded by IRSC.

J. Approval of Change Order No. 19, General Contractor Services, Expansion of the Paver Garden for an amount not to exceed $14,040 as requested by the City Commission and FPRA.

K. Approval for Mayor Hudson to attend the 2026 Florida League of Cities Legislative Action Days in Tallahassee, Florida from January 25 to January 28, 2026, at a cost of $1,366.97.

L. Approval for Commissioner Johnson to attend the 2026 Florida League of Cities Legislative Action Days in Tallahassee, Florida from January 25 to January 28, 2026, at a cost of $1,366.97.

M. Approval authorizing the City Manager to enter into an Agreement to share the cost of a Joint Workshop between St. Lucie County, the City of Fort Pierce and Strategic Government Resources, Inc. (SGR) in the amount of $8,250.00 for professional services representing the City's share plus expenses in accordance with the agreement.

N. Approval of the Florida Department of Law Enforcement (FDLE) JAG-Countywide Grant award (JG205) in the amount of $28,133.67 to purchase desktop computers for the department.

O. Approval of the collective bargaining agreement wage opener article between the City of Fort Pierce and Coastal Florida Police Benevolent Association (Police Officer Unit) October 1, 2024 - September 30, 2027.

P. Approval of the collective bargaining agreement wage re-opener article between the City of Fort Pierce and Coastal Florida Police Benevolent Association (SGT & LT Unit) October 1, 2024 - September 30, 2027.

Commissioner Michael Broderick pulled items 11F and 11P. Commissioner Arnold Gaines pulled item 11K.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the Consent Agenda excluding items 11F, 11K, and 11P.

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

Passed

As to item 11F, Commissioner Michael Broderick requested clarification if this agreement includes the assistance of the Economic Development Council of St. Lucie County Inc. (EDC) in annexation, planning, etc. City Manager, Richard Chess, stated he would seek clarification if annexation and the King’s Highway Jobs Corridor is included in this agreement or if it’s a separate agreement. City Clerk, Linda Cox, stated that Annexation is not a part of the services within this agreement. Commissioner Michael Broderick requested further information about if annexation and the King’s Highway Jobs Corridor can be included in the umbrella of services this agreement covers and if not, what is the cost for the separate services.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve agenda item 11F and to clarify the services covered by the agreement between the City of Fort Pierce and the Economic Development Council of St. Lucie County Inc.

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

Passed

As to item 11K, Commissioner Arnold Gaines provided the Public with a brief explanation as to why Mayor Linda Hudson and Commissioner Curtis Johnson, Jr. are seeking approval of travel to the 2026 Florida League of Cities Legislative Action Days in Tallahassee, Florida. Commissioner Arnold Gaines informed the Public that the Mayor and Commissioner Johnson going is beneficial for the City of Fort Pierce as they bring local issues up to the state level. Commissioner Michael Broderick also voiced his appreciation of the Mayor and Commissioner Johnson for going to the conference to represent and fight for Fort Pierce at a state level. Commissioner Curtis Johnson Jr. shared that the 2026 Florida League of Cities Legislative Action Days is to meet with other elected officials on selective committees that Legislative bills are impacting to ensure they have a collective voice of how said bills will impact the 411 cities across the state of Florida.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve agenda item 11K.

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

Passed

As to item 11P, Commissioner Michael Broderick sought clarification if the negotiations are already completed and that the approval is only for the economic portion of the wage re-opener. Human Resources Manager, Jared Sorensen, confirmed that this agreement is only for the economic portion of the wage re-opener and that the wages for the sergeants and lieutenants will be retroactive back to October 1, 2025. Commissioner Curtis Johnson, Jr. asked Mr. Sorensen to how this wage reopener will be affecting or change the STEP program for the sergeants and lieutenants to get to their respective levels of compensation. Mr. Sorensen offered clarification that, upon the negotiation team meeting with Union representatives, this agreement will allow the City to increase the limit of the STEP program to ensure that the City stays competitive compensation wise.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve agenda item 11P.

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

Passed

12. PUBLIC HEARINGS

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

A. Legislative Hearing - Ordinance 25-038 - Review and approval of a Voluntary Annexation by owner, Bernard Jones of Round Hill Development Group, Inc., to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near 906 Skylark Drive. The proposed City Future Land Use designation is Medium-Density Residential (RM), and the Zoning designation is Medium-Density Residential (R-4). Parcel ID: 2427-702-0115-000-1. SECOND READING

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR 906 SKYLARK DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (R-4); ESTABLISHING THE LAND USE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (RM); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no movement, she returned to the Commission for a motion.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 12A.

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

Passed

B. Legislative Hearing - Ordinance 26-001 - Amending Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042. FIRST READING

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 8, ARTICLE II – REDEVELOPMENT AGENCY, SEC. 8-19 – ESTABLISHMENT; PURPOSE, AS FOLLOWS: AMENDING SECTION 8-19 TO EXTEND THE EXPIRATION DATE OF THE FORT PIERCE REDEVELOPMENT AGENCY (FPRA) TO DECEMBER 8, 2042 AS AUTHORIZED UNDER SECTION 163.3755, FLORIDA STATUTES; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no movement, she returned to the Commission for a motion.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve item 12B.

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

Passed

13. CITY COMMISSION

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

City Clerk Linda Cox stated that typically Chair 2 will serve as Mayor Pro Tem, as Chair 2 is currently vacant and recommended Commissioner Arnold Gaines serves as Mayor Pro Tem.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to appoint Commissioner Arnold Gaines as Mayor Pro Tem.

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

Passed

B. Resolution No. 26-R01 reappointing Brandon Nobile to the Fort Pierce Housing Authority.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S REAPPOINTMENT OF BRANDON NOBILE AS A COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Linda Cox suggested to provide the contact information for the Board members of the Fort Pierce Housing Authority.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 13B.

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

Passed

C. Resolution No. 26-R02 appointing Betty Lesane to the Fort Pierce Parks Advisory Committee as Commissioner Gaines' appointee.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve item 13C.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Edgar Coatmen
Jamerick Morrell

15. COMMENTS FROM THE CITY MANAGER

City Manager Richard Chess has one update; Mr. Chess is hoping to bring up the Police Chief Contract in the next City Commission Day meeting, January 12, 2026. Human Resources Manager Jared Sorensen confirmed the anticipated start date for the New Police Chief is February 1, 2026.

City Clerk Linda Cox reminded everyone that Early Voting is currently going on until Saturday, January 10, 2026, and the Special Election is to take place Tuesday, January 13, 2026. Ms. Cox reminded the Commission that the FPUA Water Reclamation Facility Ribbon Cutting is Friday, January 9, 2026.

A. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Arnold Gaines touched on the Public Comment regarding the trash in Fort Pierce and shared his frustration with the trash and littering in Fort Pierce. Commissioner Gaines shared that the St. Lucie County Martin Luther King Celebration events began on Sunday, January 4, 2026, and suggested for the Community to attend the events if possible. Commissioner Gaines urged the Community to go out and vote for the Special Election.

Commissioner Michael Broderick thanked the Commission for all showing up to the Annual Rufus Alexander Memorial Toy Drive Event as it was a nice representation of the Board. Commissioner Broderick was thankful that New Year's Eve was a calm and collected night and wishes that the rest of the year will also follow precedent.

Commissioner Curtis Johnson, Jr. thanked and expressed appreciation for the staff who worked through the holidays. Commissioner Johnson also thanked the City Manager and his team and other supporting staff for working on the new Chief of Police's contract approval. Commissioner Johnson is looking forward to the continued participation in the Martin Luther King activities and engaging with the Community.

Mayor Linda Hudson touched on the Public Comment regarding the Mayor and Commissioner Johnson's travel to Tallahassee and informed that the reason for going to the conference is to advocate for the city at a state level. Mayor Hudson shared that the FPUA Water Reclamation Facility Ribbon Cutting taking place Friday, January 9, 2026, is at 10:30 a.m. out West. Mayor Hudson also reminded that the Historic Fest is taking place Saturday, January 10, 2026, at the History Center.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 5:47 p.m.

ATTEST:

CITY CLERK	MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **8. A.**

Meeting Date: 01/20/2026

Re:

SUBJECT:

Treasure Coast Chapter of The Links, Incorporated's 50th Anniversary

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

The Links Proclamation

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, The Links, Incorporated, founded in 1946, is one of the nation's oldest and most prestigious volunteer service organizations of women committed to enriching, sustaining, and ensuring the culture and economic survival of African Americans and other persons of African ancestry; and

WHEREAS, the Treasure Coast Chapter of The Links, Incorporated was chartered in 1976 and has, for five decades, upheld the organization's principles through transformative programs in the areas of Services to Youth, The Arts, National Trends and Services, International Trends and Services, and Health and Human Services; and

WHEREAS, the dedicated members of the Treasure Coast Chapter have continually demonstrated excellence in friendship and service, addressing critical needs, empowering communities, mentoring youth, supporting educational initiatives, promoting cultural awareness, and enhancing the quality of life for countless individuals across the region; and

WHEREAS, through partnerships, advocacy, and a steadfast commitment to volunteerism, the Treasure Coast Chapter has left an indelible mark on the Treasure Coast community and continues to serve as a beacon of leadership, sisterhood, and civic responsibility; and

WHEREAS, the year 2026 marks the Chapter's 50th Anniversary—a Golden Jubilee—celebrating a legacy of impactful service, enduring sisterhood, and unwavering dedication to uplifting others;

WHEREAS, CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients - from newborns to seniors - for every type of procedure in all types of facilities; and

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in honor of:

Treasure Coast Chapter of The Links, Incorporated's 50th Anniversary

and encourage all residents to join in recognition and celebration of 50 years of exemplary leadership, unity, and civic service to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of February 2026.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **10. A.**

Meeting Date: 01/20/2026

Re: Hamid Thank you

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Thank you from Tricia Hamid commending Shaun Coss, Katherine Calderon and Charmaine Kirkland of Community Response for their professional, kind and courteous service which was provided in assisting her with her father's new Property Owners Association.

Attachments

Hamid Thank you

Fw: Fine/Lien Reductions for Stewart Properties

From: Tricia Hamid <trishhamid@gmail.com>
Sent: Wednesday, January 7, 2026 8:09 PM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>; Shaun Coss <scoss@cityoffortpierce.com>
Cc: Isaac Saucedo <isaucedo@cityoffortpierce.com>
Subject: Re: Fine/Lien Reductions for Stewart Properties

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.
Thank you for taking my call today Katherine and for answering my below questions.

Per our conversation, I have attached an updated final version of my application for Lien/Penalty Reduction Request.

-Updated version has the Administrative Fee amount ($5000) written in the appropriate column; correct boxes were checked and the statement attached for your reference.
-I would like to accept the Administrative Fees of $5,000.00 and decline to see the Special Magistrate regarding lien for property 322 N 15th Street.
-I have paid the $250.00 Application Fee (Invoice # 005063). See attached receipt.
-I would like to move the hearing to discuss the fines for property 326 N 15th St. to February 4, 2026 instead of January 21, 2026. This gives me some time to prepare financially of any additional costs that we will occur during this hearing.

Additionally, I would like to send a special Thanks to Shaun, Katherine and Charmaine for all the guidance and assistance they have provided. Shaun, Charmaine and Katherine all play a vital role in various parts of the this entire process and my family and I are genuinely grateful and forever thankful for your patience and understanding. Thanks for being kind and courteous and always willing to step out on a limb to provide ongoing support to our family. You all are the embodiment of what I believe Code Officers of the City of Fort Pierce Code Department should be. Your dedication, commitment to serving the community and passion for what you do is apparent in the work you do everyday. Shaun, you are a true leader, you help me see the light at the end of the tunnel and you never missed a beat. You remained professional, respectful, humbled and available. It's obvious why you are in that role and you are a true asset to the department (in my humble opinion). From the first day I reached out to Charmaine Kirkland Code Officer for 322 N 15th, Charimane provided ongoing support and remained available to answer any questions I had. She also went out of her way to help me during this time of confusion and stress for as my father's new POA. Charmaine was available, transparent, straightforward and easy to speak to. Katherine has been the one person prior to Shaun's leadership that has been very diligent with answering my questions, calls and just sometimes lending an ear. She is very understanding and compassionate during every encounter we had. Again, I am truly blessed and will always be thankful for all you have done for my family and my aging father.

Shaun, please share this feedback with your superiors and I am happy to expand if needed. I believe it's vital to any department that they hear the good work being done and the difference it's making in your community. Please let e know if you would like me to write a formal letter or send an email to memorialize my experience.

Let me know if there is anything else needed from me.

Thank you,
Tricia Hamid - POA for Errol C. Stewart

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 01/20/2026

Re: 2026 Operation Agreement - Indian River State College School Resource Officer

Submitted For: Robert Ridle, Acting Chief of Police, Police Department

SUBJECT:

Approval of the 2026 Operation Agreement between the City of Fort Pierce
and Indian River State College (IRSC) for a school resource officer which is funded by IRSC.

SUMMARY:

The Fort Pierce Police Department currently provides a School Resource Officer to Indian River State College. In turn, Indian River State College pays a flat fee to the City for those services. The Operation Agreement to provide those services has been in effect since 2020, with no modifications or increases in fees paid by
Indian River State College. The new Operation Agreement updates new language agreed to
by both parties and increases the fee paid by Indian River State College.

RECOMMENDATION:

Staff recommends that the City Commission authorize the Mayor to sign the Operational Agreement between the Fort Pierce Police Department and Indian River State College.

ALTERNATIVES:

Deny authorization for the Mayor’s signature on the Operation Agreement between the Fort Pierce Police Department and Indian River State College.

RESPONSIBLE STAFF:

Caleb Gillette, Acting Deputy Chief of Police
John Fasanello, Lieutenant

COORDINATED WITH:

City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	101.3005.521.1010
Amount:	$110,000.00

FISCAL IMPACT:

Project Code - IRSC

Attachments

Signed Agreement
CAO Memorandum

OPERATION AGREEMENT

Between the Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program.

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE OF ST. LUCIE COUNTY, FLORIDA ("College"), and THE CITY OF FORT PIERCE, FLORIDA ("City").

WITNESSETH:

WHEREAS, the College and the City desire to provide law enforcement and related services to Indian River State College; and

WHEREAS, the College and the City recognize the proven, outstanding benefits of the School Resource Officer Program ("Program") to the citizens of St. Lucie County, Florida; and particularly to the students, faculty, and the administration of the Indian River State College of St. Lucie County, Florida; and

WHEREAS, it is in the best interest of the College, the City and the citizens of St. Lucie County to continue this program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the College and the City hereby agree as follows:

ARTICLE I. STAFFING AND FUNDING.

The City shall provide School Resource Officers as follows:

A. **Number of School Resource Officers and Term**

1. The City shall assign one (1) regularly employed police officer to Indian River State College. This agreement may be renewed upon written agreement by both parties. The police officer assigned to the Program shall be known as School Resource Officer ("SRO"). He/She will provide instructions in the various aspects of law enforcement education to all students. He/She shall be available to, and work cooperatively with the College in providing technical assistance in situations involving possible violation of state and local laws or in any situation which may threaten the welfare and safety of the students, staff, or faculty.

2. The City shall assign one Police Supervisor to oversee the Police officer assigned, chosen by Fort Pierce Police Department Command. This Supervisor shall be paid by the City. In the event of a long-term illness or injury, another regularly employed officer may be used as a replacement or substitute. An Officer used as a replacement

or substitute will be approved by SRO Supervisor, and the Indian River State College Director of Campus Safety and Security will have input.

B. **Financial Management:** The College shall pay the City the amount of $110,000.00 for the Program, to be adjusted in the event of non-funding by the City and/or the College. The City provides salary, benefits and all necessary equipment and standard training costs for the officers unless otherwise specified or agreed to in writing by both parties and all costs of the assigned Supervisor. Payment shall be made upon the submission of quarterly invoices by the City's Comptroller.

C. **General Operation Management**:

1. The Director of Campus Safety and Security or his/her designee shall be the contact person at the Indian River State College.

2. An Evaluation of the effectiveness of the program will be made at the end of each college year by the Director of Campus Safety and Security and the SRO Supervisor.

3. The City shall be responsible for the control, direction, and all aspects of employment of the police officer assigned to the Program. The City will furnish uniforms, law enforcement equipment, and marked patrol vehicles for all officers assigned to the Program.

4. The City may dismiss or reassign an SRO based on violation of Police Department rules, regulations and/or Police Department orders, or when it is in the best interest of the citizens of Fort Pierce; however, the number and location of assignments shall remain as specified in Section A.1 above. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of extended illness or injury and a period exceeding thirty (30) college days arises without availability of a qualified replacement or substitute SRO, the College may adjust the amount of monies paid to the City accordingly.

5. The SRO may be reassigned without cause during the course of this Agreement, and the placement of SROs shall be a City decision based on a joint, cooperative effort with the Indian River State College and the Director of Campus Safety and Security.

6. It shall be understood, that in order to maintain the high standards of professionalism required of police officers assigned as SROs, that all SROs may and will be off campus at various times to attend mandatory training. When appropriate and not conflicting with City scheduling, the SROs shall also be available for in-service training provided by the College and non-student days and/or early release days.

D. **Monthly Activity**. Standard monthly activity sheets shall be kept and a copy furnished to the Chief Security Supervisor by the 10th day of each month. This report/record will also be kept year to date by the SRO.

E. **Regular Duty Hours of School Resource Officers.** Each SRO shall be assigned on a full-time basis of eight (8) hours during those days that the college is in regular session and students are in attendance. Regular duty will not exceed forty (40) hours per week. It is understood that all duties required herein will be performed during the SROs regular duty. The SRO may be temporarily reassigned by the City during college holidays and vacations, or during a period of a law enforcement or college emergency. The SROs hours may be altered to meet the needs of the City or the College.

F. **Regular Duties of School Resource Officers.**

1. The SRO is first and foremost a law enforcement officer. The SRO shall conduct themselves as follows:

   a. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the Director of Campus Safety and Security of the college aware of such action. At the Indian River State College, Director of Campus Safety and Security's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the college and related college functions, to the extent that the SRO may do so under the authority of the law.

      (1). The SRO will in no way be hindered in making an arrest or conducting criminal investigations.

      (2). In the event of a trespasser on campus, the SRO will be notified immediately, and at the discretion of the Director of Campus Safety and Security, a staff member may accompany or meet the SRO at the location of the trespasser.

   b. The SRO shall give assistance to Fort Pierce Police Department officers and other law enforcement officers in matters regarding his college assignment, whenever necessary.

   c. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to State Statute, law enforcement policy and legal requirements with regard to such interviews.

   d. The SRO shall not act as a college disciplinarian, as disciplining students is a college responsibility. However, the SRO shall be notified anytime an administrator is called to a classroom or involved in an incident that may have criminal implications. If the incident is of a college discipline nature, the SRO will not become involved. If the incident is of a criminal nature, the SRO will take appropriate action. SROs will continue to make probable cause and warrant arrests on campus. As per past SRO policy, a college staff member will escort the student and take them to the dean's or SRO's office (unless there is cause to believe the student is or will be violent and/or an escape risk). The arrest will take place in an office, and the student may be handcuffed in the office at the discretion of the SRO. The SRO will be immediately notified of the discovery of any type of weapon or any quantity of drugs, to include alcohol, (no matter how small) found on campus.

e. The SRO shall move freely on campus during the beginning of the college day, class breaks, lunches, and the end of the day. The aforementioned movement prohibits students from predicting the SROs location.

f. The SRO may be absent from campus to book arrestees, attend court, depositions, and state attorney hearings and other law related duties.

g. The SRO shall wear the standard Police Department uniform except when approved by his or her Supervisor on special occasions.

h. During their regular duty hours, SROs will meet at a time and location as determined necessary by the City's Police Department Supervisor, for the purpose of providing briefings on criminal or current activities, training, administrative or supervisory concerns, and other practices commonly performed during a law enforcement roll call. The SRO will also have a weekly campus critique with the Indian River State College, Director of Campus Safety and Security or the Director's designee to coordinate daily activities.

i. The SRO shall supply copies of all police reports that may be generated by the SRO in relation to his/her assigned college to the Indian River State College, Director of Campus Safety and Security. Any report containing departmental or legally mandated confidentiality will be marked as "CONFIDENTIAL" and redacted, as appropriate, prior to submission to the Indian River State College, Director of Campus Safety and Security or his designee who will assume responsibility for maintaining confidentiality.

j. If at any time, a parent reports an incident to an administrator that may have criminal implications, the SRO shall be immediately notified. If a parent reports an incident to the SRO, the SRO shall immediately notify the Indian River State College, Director of Campus Safety and Security or his designee. The SRO will meet with the College Administrator and parent to advise whether there will be a need for a criminal investigation.

2. Secondly, the SRO may serve as an instructor. The SRO will conduct his or her activities in such a manner as to accomplish his/her duties as an instructor. It is understood that the SROs instructional responsibilities are second only to those of a law enforcement officer. The SRO shall conform to the following responsibilities in regard to instruction.

   a. The SRO will, during normal college hours, make himself/herself available for conference with students, parents, faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes, or otherwise, shall not be disclosed except as provided by law or court order. Any conference, meeting, or other college function scheduled outside normal college hours requiring attendance by the SRO shall be approved by the Indian River State College, Director of Campus Safety and Security

and will be considered a special detail, requiring separate additional payment by the college to the SRO via the Fort Pierce Police Department special detail coordinator.

ARTICLE II. RIGHTS AND DUTIES OF THE BOARD.

The College will work cooperatively with the City in operation of the Program, and it shall be understood that Fort Pierce Police Department program guidelines will be followed by any agency participating in the Program. The College shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO duties.

- Access to an air-conditioned and properly lighted private office, which can be properly locked and secured. This office shall contain a telephone, which may be used for general business purposes.
- A file cabinet, which can be properly locked and secured.
- A desk with drawers, a chair, a bookcase or worktable, and office supplies.

ARTICLE III. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS.

SROs are officers of the City and are not considered employees of the College. The College and the City acknowledge that the Police Department's SROs are Police officers who are responsible to uphold the law under the direction of the City.

ARTICLE IV. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.

SRO APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:

1. The applicant must be a volunteer for the position of SRO.
2. The applicant must be a state certified law enforcement officer.

ARTICLE V. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICERS.

A. In the event that the Director of Campus Safety and Security of the college to which the SRO is assigned feels that a particular SRO is not effectively performing his/her duties and responsibilities, the Director shall advise the Vice President of Student Affairs who shall advise the Chief of Police that he/she wishes the SRO be removed from the program at the college. The Director shall state the reasons for removal in writing. Should the SRO feel his/her duties and responsibilities are being hindered by the college, the SRO will immediately advise his/her Supervisor in writing. In turn, the Supervisor will notify the Indian River State College and Director. If the Chief of Police so desires, the Vice President of Student Affairs and the Chief of Police, or their designee, may meet with the SRO and the Director to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the college to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or

mediated, then the SRO may be removed or reassigned at the discretion of the Chief of Police.

B. The Chief of Police, or his designee, may otherwise dismiss or reassign any Officer appointed by him to act as an SRO based upon what the Chief believes is in the best interest of the people of and in Fort Pierce.

ARTICLE VI. DISPUTES.

Should any dispute arise as to the role of the SRO, the Vice President of Student Affairs at Indian River State College and the Chief of Police shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute. In the event an agreement or resolution is not reached, either party may terminate this Agreement in accordance with Article IX below.

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

ARTICLE VII. INITIAL TERM.

This Agreement shall take effect on January 1, 2026 and it shall remain in effect until and including December 31, 2026 ("initial term"), unless it is terminated earlier in accordance with Article IX below.

ARTICLE VIII. EXTENSION.

Upon the expiration of the initial term, this Agreement shall automatically extend for an additional term of one (1) year, effective January 1, 2027. Either party may opt out of the automatic extension by delivering written notice to the other party at least thirty (30) days prior to the expiration of the initial term.

ARTICLE IX. TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party without cause upon a minimum of sixty (60) days prior written notice of termination delivered to the other party.

ARTICLE X. GOOD FAITH.

The College, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Indian River State College, Director of Campus Safety and Security and the Chief of Police, or their designees.

ARTICLE XI. MODIFICATION.

The Agreement constitutes the full understanding of the parties, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII. NON-ASSIGNMENT.

This Agreement may not be assigned unless the express written consent of the College and the Chief of Police is obtained.

ARTICLE XIII. MERGER.

This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of the terms.

* * *

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized officers.

INDIAN RIVER STATE COLLEGE OF ST. LUCIE COUNTY, FLORIDA

Dr. Timothy E. Moore, President IRSC

Dated: 12/8/25

THE CITY OF FORT PIERCE, FLORIDA

Linda Hudson, Mayor

Dated: _____

Approved as to the form and legal sufficiency:

Sara Hedges, City Attorney

Dated: _____

THE POLICE DEPARTMENT OF CITY FORT PIERCE

Robert Ridle, Acting Chief of Police

Dated: 12/19/25

ATTEST

Linda Cox, City Clerk

Dated: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Caleb Gillette, Acting Deputy Chief

FROM: Sara Hedges, City Attorney *SH*

RE: 2026 Operation Agreement - Indian River State College School Resource Officer

CAO RLS FILE: RLS 25-393

DATE: December 11, 2025

I have reviewed the above Request for Legal Services (RLS) related to an updated Agreement with Indian River State College (IRSC) for a School Resource Officer. Per your request and direction as to terms, the Agreement has been reviewed and negotiated with IRSC's General Counsel. The Agreement has been signed by the President of IRSC. The signed Agreement is uploaded to Agenda Quick for your utilization.

The Agreement is approved as to form and correctness and may be placed on the City Commission agenda for approval.

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 - 5:05 PM **16. B.**

Meeting Date: 01/20/2026

Re: Approval of Bid 2025-038 - CDBG Residential Rehabilitation of 2803 Avenue M

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

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SUBJECT:

Approval to award Bid No. 2025-038 for CDBG Residential Rehabilitation for 2803 Avenue M, Fort Pierce, FL to De La Hoz Builders, Inc. for an amount not to exceed $91,469.00.

SUMMARY:

The Grants Division, in coordination with the Purchasing Division, initially advertised this project for competitive bidding in June 2023 in accordance with applicable procurement requirements. At that time, the maximum allowable award for CDBG Residential Rehabilitation projects was capped at $50,000.00. Due to the extensive scope of work required, projected rehabilitation costs exceeded the allowable funding threshold, and no award could be made. Subsequently, the applicant reapplied for CDBG Residential Rehabilitation funding in 2024 and was awarded under the revised funding limits approved by the City Commission, increasing the maximum allowable award to $100,000.00. The project was rebid in June 2024 and awarded to Andros Roofing Construction LLC. In October 2024, the contractor formally withdrew from the project due to increased workload and impacts associated with Hurricane Milton, requiring the City to cancel the award and re-initiate the procurement process. During this period, an unforeseen bat infestation was identified at the property. In order to address health, safety, and environmental compliance requirements, the Grants Division engaged a licensed bat mitigation specialist at a cost of $2,230.00, reducing the available grant award to $97,770.00. Additionally, a mandatory HUD-CDBG environmental review was completed at a cost of $4,395.00, further reducing the remaining grant funding to $93,375.00. The project was advertised for bid a third time in March 2025 and received four responses. Two bids exceeded the remaining grant amount and did not provide sufficient capacity to accommodate potential change orders. The remaining two bidders were unable to obtain the required performance and insurance bonds, as mandated by procurement and grant compliance requirements, and were therefore deemed non-responsive.
In October 2025, the project was rebid for a fourth time, resulting in five submitted bids. One bidder was deemed non-responsive. Upon request for references, the two lowest bidders failed to provide the required documentation within the prescribed timeframe. Consequently, the fourth-lowest bidder was determined to be the lowest responsive and responsible bidder. After multiple competitive procurement efforts and thorough review in compliance with HUD-CDBG regulations and City procurement policies, the Grants Division recommends awarding of the contract to **De La Hoz Builders** in an amount **not to exceed $91,469.00**, as the lowest responsive and responsible bidder meeting all programmatic, financial, and compliance requirements.

RECOMMENDATION:

De La Hoz Builders initially submitted a bid of $99,873.00. However, due to the grant funding constraints available for this residence, staff contacted the intended awardee and mutually agreed to remove certain items from the scope of work (see attached Revised Bid Response Form) to achieve the revised award amount.

Staff recommends approval of Bid No. 2025-038 - CDBG Residential Rehabilitation of 2803 Avenue M, awarding the project to the fourth-lowest responsive bidder, De La Hoz Builders, Inc. in an amount not to exceed $91,469.00.

ALTERNATIVES:

Award to alternative bidders or request new bids.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Gelencia Carter, Purchasing Division Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024 -2025
Account:	1039002
Amount:	91469.00

FISCAL IMPACT:

Approval to award Bid No. 2025-038 for CDBG Residential Rehabilitation of 2803 Avenue M, Fort Pierce, FL to De La Hoz Builders, Inc. In an amount not to exceed $91,469.00

Attachments

St. Lucie County Property Card
Bid Tabulation Memos 6.2023 - 10.2025
2025 Recommendation to Award Form
2024 Recommendation to Award Form
2023 Recommendation to Award Form
Revised Bid Response Form
Submittal - De La Hoz Builders, Inc

Property Identification

Site Address:	2803 AVENUE M
Sec/Town/Range:	05/35S/40E
Parcel ID:	**2405-802-0006-000-3**
Jurisdiction:	Fort Pierce
Land Use Code:	0100 - Single Family
Account #:	**19078**
Map ID:	24/05S
Zoning:	SF Moderat

Legal Description

PINAR S/D UNIT FOUR LOTS 6 AND 7

Total Areas

Finished/Under Air (SF):	1,769
Gross Sketched Area (SF):	2,816
Land Size (acres):	0.42
Land Size (SF):	18,200

Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Map

Ownership

Neotha Jones
Rodneshia Lashay Jones
2803 Avenue M
Fort Pierce, FL 34947-1920

Current Values

Just/Market value:	$252,600
Assessed value:	$68,717
Exemption value:	$48,717
Taxable value:	$20,000

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Links

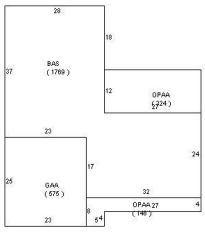
Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	720	1979

Building Information

(1 of 1)
Finished Area: 1,769 SF
Gross Area: 2,816 SF



Exterior

Building Type:	SFAV
Quality:	SFAV-Fair
Number of Units:	1
Year Built:	1979
Effective Year:	1979
Story Height:	1 Story

Interior

Bedrooms:	3
Full Baths:	2
Half Baths:	0
A/C %:	100%
Electric:	AVERAGE
Heat Type:	FrcdHotAir

Roof Structure:	Gable	Heat Fuel:	Electric
Roof Cover:	Dim Shingle	Heated %:	100%
Primary Wall:	CB Stucco	Primary Int Wall:	Drywall
Secondary Wall:		Primary Floors:	Carpet
View:			

Values Breakdown

2025

Building	$161,100
SFYI	$0
Land	$91,500
Just/Market	$252,600
Ag Credit	$0
Save Our Homes or 10% Cap	$183,883
Assessed	$68,717
Exemptions	$48,717
Taxable	$20,000

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Description	Amount
2025	1999	Homestead Exemption	$25,000
2025	2008	Homestead Exemption over $ 50,000	$18,717
2025	1999	Widow's Exemption	$5,000

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Current Year Special Assessment Breakdown

Start Year	Units	Description	Amount
1999	1	Fort Pierce Stormwater Charge	$69.00

This does not necessarily represent the total Special Assessments that could be charged against this property.
The total amount charged for special assessments is reflected on the most current tax statement and information is available with the **SLC Tax Collector's Office**

Permits

Number	Issue Date	Description	Amount	Fees
F91-001329	Oct 11, 1991	Roof	$1,000	$1,000
RF20041613	Nov 12, 2004	Roof	$3,500	$0
BP14-1945	Jul 25, 2014	Shed	$6,000	$80

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in **Fort Pierce**

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M**
BID NUMBER:	**2025-038**
OPENING DATE:	10/21/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
5 of 22 = 22.72%
0 "No Bids"
Total = 22.72.%

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

VENDOR NAME	TOTAL BID PRICE
Honest Home Repairs HHR LLC *Port St. Lucie, FL*	**$72,190.00**
B Squared Contracting *Port St Lucie, FL*	**NON-RESPONSIVE**
National Claim Resolutions, LLC *Fort Pierce, FL*	**$83,500.00**
De La Hoz Builders, Inc. *Sebastian, FL*	**$99,873.00**
Burch Construction *Sebastian, FL*	**$102,690.00**

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M**
BID NUMBER:	**2025-023**
OPENING DATE:	3/19/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 21 = 19.05%
0 "No Bids"
Total = 19.05%

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

VENDOR NAME	TOTAL BID PRICE
Telco Investments, LLC *Boynton Beach, FL*	**$59,087.00**
Zorion LLC *Vero Beach, FL*	**$87,220.36**
D. Roberts Construction, LLC *Stuart, FL*	**$94,142.77**
Rich's Handyman Service *Fort Pierce, FL*	**$100,329.72**

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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION - 2803 AVENUE M**
BID NUMBER:	**2024-031**
OPENING DATE:	6/6/24@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 9 = 33.33%
0 "No Bids"
Total = 33.33%

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

VENDOR NAME	TOTAL BID PRICE
Gentile Corp. *West Palm Beach, FL*	**$57,400**
Andros Roofing Construction LLC *Fort Pierce, FL*	**$65,446**
Patriot Response Group, LLC *Vero Beach, FL*	**$124,431.00**

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**SHIP REHABILITATION OF 2803 AVENUE M**
BID NUMBER:	**2023-050**
OPENING DATE:	06/22/23@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 13 = 30.77 %
0 "No Bids"
Total = 30.77 %

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

VENDOR	TOTAL BID PRICE
Horizon General Contracting & Development Delray Beach, FL	**$57,279.00**
KIB Construction Corp Port St. Lucie, FL	**$69,769.00**
Patriot Response Group, LLC Vero Beach, FL	**$70,195.00**
B Squared Contracting, Inc. Port St Lucie, FL	**$92,100.00**

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

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 10-30-2023

RECOMMENDATION FOR AWARD

Solicitation No: 2023-050

Solicitation Title: SHIP Rehabilitation Contractor Award - 2803 Avenue M

Solicitation Advertisement: 5/31/23 and 6/7/23, 07/26/23 and 9/1/23 (rebid request)

Solicitation Due Date: Original - 7/3, 2023 @ 3:00 pm, Rebid - 9/8/2023 @ 3:00 pm

Award Authority:

☐ **City Commission**	☑ **City Manager**	☑ **Purchasing Manager**
☑ **Director of Finance**	☐ **Planning Board**	☐ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Verna Jackson, Reporting & Grants Specialist

Through: Teresa Miller, Administrative Assistance

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: Horizon General Contracting & Development, LLC

Initial Term Amount: $41,571.00

Contract Terms, if applicable: N/A

Award is based on the following concurrence (s):

In accordance with the specifications contained in Bid No. 2023-050, SHIP Rehabilitation - Neotha Dawsey Jones FY 22-23, 2803 Avenue M, Fort Pierce, Fl 34947,
Bids were advertised on 5/31/23 and 6/7/23, with a scheduled opening at 3:00PM, on 7/3/23. Thirteen (13) vendors requested specifications with four (4) responding. The initial bids exceeded the allocated amount per household, rebids were requested on 7/26/23 with a scheduled opening at 3:00PM, on 8/2/23 and three (3) vendors responded to the rebid request. The bids once again exceeded the budgeted amount. A third bid request was made on 9/1/23 with a due date of 9/8/23. Of the two (2) responses, the recommendation is to award the lowest bidder, Horizon General Contracting & Development, LLC., Delray Beach, FL.

REVISED
BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M FORT PIERCE, FL 34947		
Bid Number	2025-038	Due Date & Time	3:00 PM, WEDNESDAY, OCTOBER 21, 2025

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace bathroom tub with a walk-in shower and grab bars	$ 7,438.00
Replace toilet-ADA Compliant	$ 986.00
~~Replace bathroom door~~ Removed from Scope of work	$ 0.00
Install an outlet for garage door opener	$ 714.00
Replace main entry door	$ 7,381.00
Replace shingle roof	$ 17,647.00
Replace patch/flat roof	$ 4,024.00
Misc. wood trim/drywall repair (include bullet hole impression)	$ 587.00
Replace garage door and opener	$ 4,309.00
Replace 12-impact windows	$ 18,703.00
Repair wall condition/engineer (rear porch) Repairs to existing porch structure	$ 12,412.00
Replace 2 sliding doors – impact	$ 7,273.00
~~Replace 2 interior doors~~ Removed from Scope of work	$ 0.00
~~Install doorbell~~ Removed from Scope of work	$ 0.00
Remove wood siding with stucco	$ 5,087.00
Permits	$ 4,908.00
TOTAL	$ **91,469.00**

ADDENDUM NO.	ADDENDUM DATE
01	09-25-2025
02	10-13-2025

Vendor: DE LA HOZ BUILDERS, INC.

Address: 258 Del Monte Rd

City, State, Zip Code: Sebastian, FL 32958

Email Address: hilda@delahozbuilders.com

Typed Name, Title: HILDA DE LA HOZ , President

Signature _____ **Date** 10-14-2025

Telephone # 772-633-5461 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	X
Women Owned	X
Small Disadvantage Business	X

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No: 2025-038**
Mandatory Site-Visit: 10:00 A.M, FRIDAY, SEPTEMBER 26, 2025	**Bid Title: CDBG RESIDENTIAL REHABILITATION OF 2803 AVENUE M**
Mandatory Site-Visit Location: 2803 AVENUE M FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, OCTOBER 02, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: DE LA HOZ BUILDERS, INC. **Mailing Address:** 258 Del Monte Rd Sebastian, FL 32958	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X Hilda R De La H **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** HILDA DE LA HOZ
Type of Entity (Select one): **Corporation** X **Partnership** **Proprietorship**	**Title:** PRESIDENT
Incorporated in the State of: FL **Year:** 2007	**Delivery in** 120 **days, ARO**
Phone Number: 772-228-9723	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address: hilda@delahozbuilders.com	**Local Business:** (Y) N **MWBE:** (Y) N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

DE LA HOZ BUILDERS, INC

Name and Title of Authorized Representative

HILDA DE LA HOZ

Hilda R De La Hoz

Signature

10-14-2025

Date

DRUG~FREE WORKPLACE FORM

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

DE LA HOZ BUILDERS, INC. does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

10-14-2025

Date

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by HILDA DE LA HOZ / PRESIDENT
(Print individual's name and title)

for DE LA HOZ BUILDERS, INC

whose business address is 258 Del Monte Rd, Sebastian, FL 32958

(If applicable) its Federal Employer Identification Number (FEIN) is 20-8955993

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

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

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

_X_____Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]
(Signature)

10/07/2025
(Date)

STATE OF FL

COUNTY OF Indian River

PERSONALLY APPEARED BEFORE ME, the undersigned authority Hilda De la Hoz
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 7 of Oct., 2025.

John T Dale
(NOTARY PUBLIC)

My Commission Expires: 7/10/26

JOHN T DALE
Notary Public - State of Florida
Commission # HH 260493
My Comm. Expires Jul 10, 2026
Bonded through National Notary Assn.

E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION — 2803 AVENUE M

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: DE LA HOZ BUILDERS, INC.

Authorized Company Person's Signature: Hilda R De La Hoz

Authorized Company Person's Title: PRESIDENT

Date: 10/07/2025

STATE OF FLORIDA
COUNTY OF Indian River
Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7 day of Oct., 20 25 by Hilda De La Hoz who is ☒ personally known or ☐ produced identification (ID produced: _____).

Signature: John T Dale (Seal)

NOTARY PUBLIC

My Commission Expires: 7/10/26

JOHN T DALE
Notary Public - State of Florida
Commission # HH 260493
My Comm. Expires Jul 10, 2026
Bonded through National Notary Assn.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: DE LA HOZ BUILDERS, INC.

Authorized Representative's Name and Title: HILDA DE LA HOZ / PRESIDENT

Address: 258 Del Monte Rd

City: Sebastian State: FL Zip Code: 32958

Phone Number: 772-228-9723 Email Address: hilda@delahozbuilders.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or
representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity
does not use coercion for labor or services as defined in that statute. As the person authorized to sign
on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Hilda R Dela Hz HILDA DE LA HOZ / PRESIDENT 10/07/25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 7 day of Oct., 2025 by Hilda De La Hoz, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: John T Dale (Seal)

Print Name: John T. Dale My Commission Expires: 7/10/26

JOHN T DALE
Notary Public - State of Florida
Commission # HH 260493
My Comm. Expires Jul 10, 2026
Bonded through National Notary Assn.

REFERENCES

BID NO. 2025-038

CDBG RESIDENTIAL REHABILITATION OF 2803 AVENUE M

Contact Person & Title	Ty Diamond / Housing Program Specialist
Email Address	diamondt@stluieco.org
Phone No.	772-462-5103
Company Name	St Lucie County Community Services - Housing Division
Mailing Address	714 Avenue C - 2nd Floor
City, State, Zip	Fort Pierce, FL 34950
Type of commercial work contracted	House rehabilitation work
Contact Person & Title	Siphikelelo Cyanganya - SHIP Adminstrator
Email Address	ship@indianriver.gov
Phone No.	772-226-4399
Company Name	Indian River County SHIP Program
Mailing Address	1800 27th Street Bldg B
City, State, Zip	Vero Beach, FL 32960
Type of commercial work contracted	House rehabilitation work

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DE LA HOZ BUILDERS, INC.

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
258 Del Monte Rd

Requester's name and address (optional)

City, state, and ZIP code
Sebastian, FL 32958

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

18)

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

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

Social security number

or

Employer identification number
20 8955993

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10-14-2025

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

REVISED
BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M FORT PIERCE, FL 34947**		
Bid Number	**2025-038**	**Due Date & Time**	**3:00 PM, WEDNESDAY, OCTOBER 21, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace bathroom tub with a walk-in shower and grab bars	$ 7,438.00
Replace toilet-ADA Compliant	$ 986.00
Replace bathroom door	$ 2,964.00
Install an outlet for garage door opener	$ 714.00
Replace main entry door	$ 7,381.00
Replace shingle roof	$ 17,647.00
Replace patch/flat roof	$ 4,024.00
Misc. wood trim/drywall repair (include bullet hole impression)	$ 587.00
Replace garage door and opener	$ 4,309.00
Replace 12-impact windows	$ 18,703.00
Repair wall condition/engineer (rear porch)	$ 16,424.00
Replace 2 sliding doors – impact	$ 7,273.00
Replace 2 interior doors	$ 996.00
Install doorbell	$ 432.00
Remove wood siding with stucco	$ 5,087.00
Permits	$ 4,908.00
TOTAL	$ 99,873.00

ADDENDUM NO.	ADDENDUM DATE
01	09-25-2025
02	10-13-2025

Bid Response Form
Page 2 of 2

Vendor: DE LA HOZ BUILDERS, INC.
Address: 258 Del Monte Rd
City, State, Zip Code: Sebastian, FL 32958
Email Address: hilda@delahozbuilders.com
Typed Name, Title: HILDA DE LA HOZ , President
Signature _____ **Date** 10-14-2025
Telephone # 772-633-5461 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	X
Women Owned	X
Small Disadvantage Business	X

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x	
Include proof of proper insurance as stated in bid documents.	x	
Are all of the Required forms complete and included?	x	
Is Bid Response Form completed, signed, and attached?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID Fidel R Del H

September 29, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

ADDENDUM NO. 1

The purpose of this addendum is to extend the bid due date from 3:00 PM, Thursday, October 2, 2025:

3:00 P.M., TUESDAY, OCTOBER 14, 2025

LAST DAY FOR INQUIRES/QUESTION: 5:00 P.M., TUESDAY OCTOBER 7, 2025

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: HILDA DE LA HOZ
Typed or Printed

Company Name: DE LA HOZ BUILDERS, INC.

Address: 258 Del Monte Rd
Sebastian, FL 32958

Date: 10-14-2025

/lh

October 13, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

BID NO. 2025-038

ADDENDUM NO. 2

This addendum serves to clarify questions submitted by potential bidders regarding the bid specifications. Additionally, we have included a revised bid response form and extended the bid due date

Extension of Bid Due Date:

The bid due date has been extended from **3:00 PM, Tuesday, October 14, 2025** to:

3:00 PM. Tuesday, October 21, 2025.

Questions and Answers

1. **QUESTION:** Does workers' compensation insurance need to be included with the bid submission, or can it be submitted after the award?

   ANSWER: **According to the bid documents, proof of insurance is required. If your current coverage does not meet the requirements outlined in Section II, you must submit a support letter from your insurance agent or broker confirming that, if awarded the contract, you will be able to obtain the necessary insurance. Please refer to Section III, Item 11 (Proof of Insurance – pass/fail) on page 18 and Item 13 (Certificate of Insurance and Bonding Requirements) on page 19 for specific requirements:**

2. **QUESTION:** If required afterwards, how many days do we have to provide updated insurance and workers' compensation documentation?

   ANSWER: **Once the Notice of Award is issued to the successful bidder, they will have 10 calendar days to submit all required documentation, including updated insurance certificates and any necessary bonds.**

3. **QUESTION:** Will the residents be required to vacate the property during renovation? If so, for how long?

   ANSWER: **The residents do not have to vacate the property, but they can if they want to. If they do vacate the house, it will be at their own expense. In our hold harmless agreement with the residents, it states in paragraph 5. "I understand and agree it is my responsibility to: 1) Permit the Contractor access to the premises for the purpose of executing the rehabilitation work, such access to be permitted, at a minimum, between the hours of 8:00 a.m. and 5:00 p.m. on working days; 2) Permit representatives of the City to enter the premises at reasonable hours and days; 3) Permit the Contractor to use,**

at no cost, existing utilities such as light, heat, power, and water, as necessary to carry out the completion of the work; 4) Move personal possessions from areas where work will be performed and to keep work areas accessible to the Contractor; and, 5) Approve and sign progress draws as well as the Certificate of Final Inspection."

4. **QUESTION:** I noted only one bathroom in the property; what facility will residents use while that bathroom is under renovation?

   ANSWER: **According to the property appraiser website, the property has 2 bathrooms. Here's the link https://apps.paslc.gov/rerecordcard/19078**

5. **QUESTION:** Will the existing floor plan (for the property) be provided to bidders? If so, would the bid submission deadline be extended to allow time for plan review?

   ANSWER: Bidders can obtain a floor plan on the property appraiser or contact the building department at the City of Fort Pierce. Here's a link for the property appraiser website https://apps.paslc.gov/rerecordcard/1907

6. **QUESTION:** Replace main roof. Please provide specifications for the roof replacement. 3 tab shingle, Architectural shingle, 25 year, 30 year, etc. manufacturer or equivalent?

   ANSWER: **The roof is like for like, we do not get into the specifics. We leave that up to the contractors to decide as they know best.**

7. **QUESTION:** Please provide specifications for flat roof replacement. Modified Bitumen, 3 ply built up, manufacturer or equivalent?

   ANSWER: **The roof is like for like, we do not get into the specifics. We leave that up to the contractors to decide as they know best.**

8. **QUESTION:** The Bid Response Form includes "Replace 2 Exterior Doors". During the on-site meeting no exterior doors were observed except for the 2 Patio (Sliding Glass doors) and the Entry door and Garage Door. Please clarify on the Bid Response Form.

   ANSWER: **We will update the scope of work and remove " Replace 2 Exterior Doors."**

9. **QUESTION:** The Bid Response Form includes "Repair wall condition/engineer (rear porch)". During the site inspection, we observed that the beams and columns on the rear porch were worn/damaged and may not be able to carry a live load or dead load for replacement of the flat roof. This may require a structural engineer detail or plan for permitting and replacement/repair to the rear porch. It will require post anchors for the 4x4 wood to concrete connection, as well as hurricane uplift connections for the columns to beams.

ANSWER: **Please include that in your quote for the bid.**

10. **QUESTION:** The Bid Response Form includes "Remove wood siding with stucco". We can only assume the condition of the subsurface and believe that it is structurally sound. It may require House Wrap as well as paperback wire lath and stucco. This assembly should be specified for bid purposes to ensure all bids are the same.

ANSWER: **If the subsurface is not structurally sound, you can submit a change order and wait for approval before moving forward.**

11. **QUESTION:** Where can I find the Bidder's Checklist that is on Submittal Requirements list in the file labeled Bid Documents?
The Bid Response Form includes "Replace 12-impact windows". A specification of manufacturer, vinyl versus aluminum, type (single hung, horizontal roller, etc), tinted or clear, should be provided to ensure uniform bids.

ANSWER: **We do not give the specification of manufacturer.**

12. **QUESTION:** The Bid Response Form includes "Replace bathroom – ADA compliant". I believe it was determined at the site inspection that the existing room dimensions would not support an actual ADA compliant restroom. The renovation was revised to provide a Handicap accessible shower, toilet, vanity, and entry door. Please modify the Bid Form to reflect the revision. The entry door modification will affect the switches in the bathroom to be relocated. The toilet and vanity will need to be relocated. This will require replacement of the tile floor and wall restorations. Will you provide a floor plan layout and specifications for fixture and tile selection?

ANSWER: **The scope of work will be updated to five more details on what will be replaced in the bathroom. We do not provide floor plan layout. Specifications for fixture and tile selection will be selected by the homeowner.**

13. **QUESTION:** The Bid Response Form includes " Replace 2 interior doors". During the site inspection only one interior door was advised to be replaced the bathroom door for ADA compliance. Please revise or specify any other door replacement.

ANSWER: **That will be updated on the scope of work.**

14. **QUESTION**: The Bid Response Form includes "Permits". Signed and sealed Architectural plans will be required for permitting for the bathroom renovation, rear patio repair/replacement, and possibly the siding to stucco replacement. There is no item for Architectural fees on the Bid Response Form. The windows, Entry door, Garage door, and Roof replacement will require Product Approval submissions. These are usually addressed or specified in the Architectural plans. Please include Architectural plans on the Bid Form.

ANSWER: **We do not provide Architectural plans; it is up to the interested bidders to obtain that from the building department.**

15. **QUESTION:** I have one more question that I'd like to add. Are we replacing the entire roof? or just the patio covering?"

ANSWER: **Yes, we are replacing the entire roof.**

Revised Bid Response Form

Please use the attached, Revised Bid Response Form, to submit your bid.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: HILDA DE LA HOZ
Typed or Printed

Company Name: De La Hoz Builders, Inc.

Address: 258 Del Monte Rd

Sebastian, FL 32958

Date: 10-21-2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2025

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

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

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	**CONTACT NAME:** Michelle Rushing **PHONE (A/C, No, Ext):** 407-647-1616 **FAX (A/C, No):** 407-628-1635 **E-MAIL ADDRESS:** mrushing@bmbinc.com
INSURED DELAHOZBUI De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Amerisure Mutual Insurance Company — 23396 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 88572624 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GL21095700702	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	CA21215920302	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC21095710801	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact person shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability and Auto Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, and Worker's Compensation, is granted to those
See Attached...

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DE LA HOZ, JOSE AUGUSTO

DE LA HOZ BUILDERS INC
258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: CGC1514151

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/16/2024

Do not alter this document in any form.

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

BUILDING DEPARTMENT
1225 MAIN STREET • SEBASTIAN, FLORIDA 32958
TELEPHONE: (772) 589-5537 • FAX (772) 589-2566

LOCAL BUSINESS TAX RECEIPT

Tax Year October 1, 2024 to September 30, 2025

JOSE DE LA HOZ
(772) 228-9723

No. 2966
Date: 8/14/2024

Address: 258 DEL MONTE RD
SEBASTIAN, FL 32958

Business Tax Receipt

Total Paid: $66.00

Activity: Professional - Services - Contractor

Issued to: DE LA HOZ BUILDERS, INC
JOSE DE LA HOZ
258 DEL MONTE RD
SEBASTIAN, FL 32958

Linda M. Lohsl, CBTO

NON-TRANSFERABLE

State of Florida

Woman & Minority Business Certification

De La Hoz Builders, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/20/2025 to 02/20/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

City Commission Regular Meeting - 5:05 PM **17. C.**

Meeting Date: 01/20/2026

Re: Approval of Bid 2026-012- CDBG Residential Rehabilitation of 1701 N. 19th Street

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Approval to award Bid No. 2026-012 for CDBG Residential Rehabilitation for 1701 N. 19th Street, Fort Pierce, FL to DMS Contractors, LLC for an amount not to exceed $64,367.50.

SUMMARY:

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on November 11 and November 18, 2025, with a scheduled opening at 3:00 PM on December 1, 2025.
The invitation was sent to 681 vendors. Nineteen (19) vendors requested specifications with four (5) responding (26.32%) plus 0 “No Bid” (26.32% total response). DMS Contractors LLC, De La Hoz Builders Inc and Island Harbor Custom Builder LLC submitted their responses for bid.

RECOMMENDATION:

Staff recommends approval of Bid No. 2026-012 — CDBG Residential Rehabilitation of 1701 N. 19th Street, awarding the project to DMS Contractors, LLC, the lowest and most responsive bidder in an amount not to exceed $64,367.50

ALTERNATIVES:

Award to alternative bidders or request new bids.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Gelencia Carter, Purchasing Division Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023-2024
Account: 1039002
Amount: 64367.50

FISCAL IMPACT:

Approval of award Bid No. 2026-012 for CDBG Residential Rehabilitation for 1701 N. 19th Street, Fort Pierce, FL to DMS Contractors, LLC for an amount not to exceed $64,367.50

Attachments

Bid Tabulation Memo
Recommendation for Award Letter
Bid Response Form - Revised
Bid Response Form
Submittal - DMS Contractors, LLC

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REVISED

TO: **Covasky Brutus, Community Engagement Specialist**

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

SUBJECT: **Bid No. 2026-012 – CDBG Residential Rehabilitation 1701 N. 19TH Street**

DATE: **December 16, 2025**

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on November 11 and November 18, 2025, with a scheduled opening at 3:00 PM on December 1, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached are the **Revised Tabulation Sheet** and the Submittal Response Checklist for the above-referenced bid. A total of four (4) submissions were received electronically, and one (1) submission was hand-delivered. Copies of all submittals will be sent via email or OneDrive. The complete file is also available for review in the Purchasing Division.

The invitation was sent to 681 vendors. Nineteen (19) vendors requested specifications with four (5) responding (26.32%) plus 0 "No Bid" (26.32% total response).

Please Note: **Burch Construction** and **National Claim Resolutions, LLC** were deemed non-responsive due to their failure to provide the required proof of insurance as outlined in **Item No. 11, Section III – Instructions to Bidder's,** of the Bid Document.

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

The entire process including approval of Commission must be completed by **January 30, 2026**, which is the expiration date of the bid and responses.

/lh

cc: Donnella Clerk, Grants Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REVISED

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION – 1701 N. 19TH STREET**
BID NUMBER:	**2026-012**
OPENING DATE:	12/1/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
5 of 19 = 26.32%
0 "No Bids"
Total = 26.32%

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

VENDOR NAME	TOTAL BID PRICE
DMS Contractors, LLC *Dania Beach, FL*	**$64,367.50**
Burch Construction *Stuart, FL*	**NON-RESPONSIVE**
National Claim Resolutions, LLC *Fort Pierce, FL*	**NON-RESPONSIVE**
De La Hoz Builders, Inc. *Sebastian, FL*	**$94,425.00**
Island Harbor Custom Builders *Sebastian, FL*	**$204.500.00**

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

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

November 24, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 1701 N. 19TH STREET

BID NO. 2026-012

ADDENDUM NO. 1

The purpose of this addendum is to revise the scope of work and the bid response form.

The following items were added to the Scope of Work:

- **Replace/Repair back porch**
- **Replace siding with stucco**
- **Replace downstair bathroom tub with walk-in shower and grab bars**
- **Replace current toilet with ADA compliant toilet**
- **Exterior paint**

- Revised Bid Response Form, see attached. This form should be used for submitting your bid.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Martha Bracho - CFOO
Typed or Printed

Company Name: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

_____

Date: 11/28/2025

REVISED
BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 1701 N. 19TH STREET FORT PIERCE, FL 34947**		
Bid Number	**2026-012**	**Due Date & Time**	**3:00 PM, MONDAY, DECEMBER 1, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof and Gutters	$ 23,100.00
Replace HVAC	$ 10,400.00
Replace/Repair front porch	$ 1,200.00
Repair drywall	$ 400.00
Misc Plumbing	$ 910.00
Exterior paint	$ 7,047.50
Replace/Repair back porch	$ 720.00
Replace siding with stucco	$ 14,490.00
Replace downstair bathroom tub with walk-in shower and grab bars	$ 4,700.00
Replace current toilet with ADA compliant toilet	$ 800.00
Exterior paint	$ 0.00
Permits	$ 600.00
TOTAL	$ 64,367.50

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	11/28/2025

Vendor: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

City, State, Zip Code: Dania Beach, FL 33312

Email Address: bids@dmscontractorsllc.com

Typed Name, Title: Martha Bracho - CFOO

Signature _____ **Date** 11/28/2025

Telephone # 754-206-4530 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: N/A

Check block below for applicable minority indicator: N/A

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 1701 N. 19TH STREET FORT PIERCE, FL 34947		
Bid Number	2026-012	Due Date & Time	3:00 PM, MONDAY, DECEMBER 1, 2025

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof and Gutters	$
Replace HVAC	$
Replace/Repair front porch	$
Repair drywall	$
Misc Plumbing	$
Permits	$
TOTAL	$

The Bidder hereby acknowledges receipt of the following addenda:

N/A - Replaced with Addendum N°1

ADDENDUM NO.	ADDENDUM DATE

Bid Response Form

N/A - Replaced with Addendum N°1

Vendor: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Typed Name, Title: _____

Signature _____ **Date** _____

Telephone # _____ **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No: 2026-012**
Mandatory Site-Visit: 10:00 A.M., FRIDAY, NOVEMBER 21, 2025	**Bid Title: CDBG RESIDENTIAL REHABILITATION OF 1701 N. 19TH STREET**
Mandatory Site-Visit Location: 1701 N. 19TH STREET FORT PIERCE, FL 34950	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, MONDAY, DECEMBRE 1, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: DMS Contractors LLC **Mailing Address:** 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Dania Beach, FL 33312	**Typed or Printed Name:** Martha Bracho
Type of Entity (Select one): **Corporation** LLC **Partnership** _____ **Proprietorship** _____	**Title:** CFOO (Chief Financial Officer & Operations)
Incorporated in the State of: Florida **Year:** 2014	**Delivery in** 90 **days, ARO**
Phone Number: 754-206-4530	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 47-1148323
E-Mail Address: bids@dmscontractorsllc.com	**Local Business:** ___Y _X_N **MWBE:** ___Y _X_N
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

DMS Contractors LLC

Name and Title of Authorized Representative

Martha Bracho - CFOO

Signature

11/28/2025

Date

DRUG~FREE WORKPLACE FORM

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

DMS Contractors LLC does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

11/28/2025

Date

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Martha Bracho - CFOO
(Print individual's name and title)

for DMS Contractors LLC

whose business address is 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

(If applicable) its Federal Employer Identification Number (FEIN) is 47-1148323

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

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

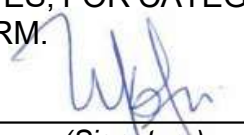
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

11/28/2025

(Date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority Martha Bracho
(Name of individual signing)

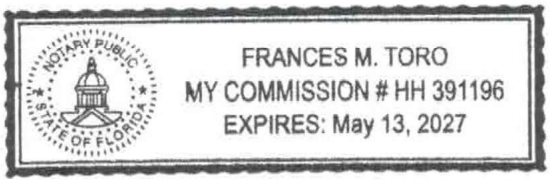
Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 28 of November, 20 25.

Frances Toro

(NOTARY PUBLIC)

My Commission Expires: 05/13/2027



E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION — 1701 N. 19TH STREET

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: DMS Contractors LLC

Authorized Company Person's Signature: _____

Authorized Company Person's Title: Martha Bracho - CFOO

Date: 11/28/2025

STATE OF FLORIDA
COUNTY OF Broward
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this 28 day of November, 20 25 by Martha Bracho, who is ☒ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: 05/13/2027

FRANCES M. TORO
MY COMMISSION # HH 391196
EXPIRES: May 13, 2027

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: DMS Contractors LLC

Authorized Representative's Name and Title: Martha Bracho - CFOO

Address: 4101 Ravenswood Rd, Suite 219

City: Dania Beach State: Florida Zip Code: 33312

Phone Number: 754-206-4530 Email Address: bids@dmscontractorsllc.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or
representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity
does not use coercion for labor or services as defined in that statute. As the person authorized to sign
on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Martha Bracho - CFOO 11/28/2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Broward

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 28 day of November, 20 25 by Martha Bracho, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Frances Toro My Commission Expires: 05/13/2027

NOTARY PUBLIC STATE OF FLORIDA
FRANCES M. TORO
MY COMMISSION # HH 391196
EXPIRES: May 13, 2027

REFERENCES

BID NO. 2026-012

CDBG RESIDENTIAL REHABILITATION OF 1701 N. 19TH STREET

Contact Person & Title	Akilah Grant
Email Address	agrant@fortlauderdale.gov
Phone No.	954-828-4509
Company Name	City of Fort Lauderdale
Mailing Address	914 NW Sistrunk Boulevard, Suite 103, Fort Lauderdale, FL 33311
City, State, Zip	Fort Lauderdale, FL 33311
Type of commercial work contracted	Housing and Community Division (HCD) - Rehabilitation of 2200 N.W. 9th Ct, 33311
Contact Person & Title	Grantland Allen
Email Address	grallen@hollywoodfl.org
Phone No.	754-226-3134
Company Name	City of Hollywood
Mailing Address	Community Development Division - P.O. Box 229045, Hollywood, FL 33022
City, State, Zip	Hollywood, FL 33022
Type of commercial work contracted	Housing Rehabilitation Program of 6841 Taylor St, Hollywood, FL 33024

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
:

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 1701 N. 19TH STREET FORT PIERCE, FL 34947		
Bid Number	2026-012	Due Date & Time	3:00 PM, MONDAY, DECEMBER 1, 2025

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof and Gutters	$
Replace HVAC	$
Replace/Repair front porch	$
Repair drywall	$
Misc Plumbing	$
Permits	$
TOTAL	$

The Bidder hereby acknowledges receipt of the following addenda:

N/A - Replaced with Addendum N°1

ADDENDUM NO.	ADDENDUM DATE

Bid Response Form

N/A - Replaced with Addendum N°1

Vendor: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Typed Name, Title: _____

Signature _____ **Date** _____

Telephone # _____ **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x	
Include proof of proper insurance as stated in bid documents.	x	
Are all of the Required forms complete and included?	x	
Is Bid Response Form completed, signed, and attached?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		x
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		x
Have you made sure your corporate address matches your Sunbiz information ?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID _____

City Commission Regular Meeting - 5:05 PM **18. D.**

Meeting Date: 01/20/2026

Re: Approval of Bid 2026-005 - CDBG Residential Rehabilitation of 2708 Avenue H

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

---

SUBJECT:

Approval to award Bid No. 2026-005 for CDBG Residential Rehabilitation for 2708 Avenue H, Fort Pierce, FL to Burch Construction, for an amount not to exceed $60,255.00.

SUMMARY:

On November 20, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on October 20 and October 27, 2025, with a scheduled opening at 3:00 PM on November 20, 2025. Invitations were sent to 679 vendors. Nineteen (19) vendors requested specifications with two (2) responding (10.53%) plus 0 “No Bid” (10.53% total response).

RECOMMENDATION:

Staff recommends approval of Bid No. 2026-005 — CDBG Residential Rehabilitation of 2708 Avenue H, awarding the project to Burch Construction, the lowest and most responsive bidder in an amount not to exceed $60,255.00

ALTERNATIVES:

Award to alternative bidders or request new bids.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Gelencia Carter, Purchasing Division Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024 -2025

Account: 1039002

Amount: 60255.00

FISCAL IMPACT:

Approval of award **Bid No. 2026-005** for **CDBG Residential Rehabilitation for 2708 Avenue H, Fort Pierce, FL** to **Burch Construction**, for an amount **not to exceed $60,255.00**

Attachments

Bid Tabulation Memo
Recommendation for Award Letter
Submittal - Burch Construction
Bid Response Form - Revised
Bid Response Form

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Covasky Brutus, Community Engagement Specialist**

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

SUBJECT: **Bid No. 2026-005 – CDBG Residential Rehabilitation 2708 Avenue H**

DATE: **December 3, 2025**

On November 20, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on October 20 and October 27, 2025, with a scheduled opening at 3:00 PM on November 20, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached are the Tabulation Sheet and the Submittal Response Checklist for the referenced bid. A total of two (2) submissions were received, one (1) electronic submission and one (1) hand-delivered submission. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 679 vendors. Nineteen (19) vendors requested specifications with two (2) responding (10.53%) plus 0 "No Bid" (10.53% total response).

Please be advised that during initial review of the submittals, the following findings need to be brought to your attention:

- **Honest Home Builders did not attend the Mandatory Pre-Bid Conference and Site Visit. As stated in the project specifications, attendance at this conference and site visit is a requirement. Contractors who do not attend are not permitted to participate in the bid process. Accordingly, the bid must be considered non-responsive.**

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

The entire process including approval of Commission must be completed by **January 26, 2026**, which is the expiration date of the bid and responses.

/lh

cc: Donnella Clerk, Grants Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H**
BID NUMBER:	**2026-005**
OPENING DATE:	11/20/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 19 = 10.53%
0 "No Bids"
Total = 10.53%

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

VENDOR NAME	TOTAL BID PRICE
Burch Construction *Stuart, FL*	**$60,255.00**
Island Harbor Custom Builders *Sebastian, FL*	**$116,200.00**

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

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

DELIVER TO:
City of Fort Pierce, Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

MAIL TO:
City of Fort Pierce Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

INVITATION TO BID
and
BIDDER ACKNOWLEDGMENT

Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No:** 2026-005
Mandatory Site-Visit: 10:00 A.M, TUESDAY, OCTOBER 28, 2025	**Bid Title:** CDBG RESIDENTIAL REHABILITATION OF 2708 AVENUE H
Mandatory Site-Visit Location: 2708 AVENUE H FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, NOVEMBER 11, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Burch Construction **Mailing Address:** 611 SW Federal Highway	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Stuart, FL 34994	**Typed or Printed Name:** Ryan Burch
Type of Entity (Select one): Corporation LLC Partnership Proprietorship	**Title:** Owner
Incorporated in the State of: FL **Year:** 2025	**Delivery in** _____ **days, ARO**
Phone Number: 772-812-4787	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 39-4561026
E-Mail Address: Rburchconstruction@outlook.com	**Local Business:** X Y ___N **MWBE:** X Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Burch Construction

Name and Title of Authorized Representative

Ryan Burch / Owner

Ryan Burch

Signature

11-2-25

Date

DRUG~FREE WORKPLACE FORM

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

Burch Construction does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

11-2-25

Date

BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H FORT PIERCE, FL 34947		
Bid Number	2026-005	Due Date & Time	3:00 PM, TUESDAY, NOVEMBER 11, 2025

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof	$ 15,450.00
Repair/Replace fascia and soffit	$ 4,600.00
Replace main entry door	$ 1,100.00
Replace side door (2)	$ 850.00
Replace toilet (2)	$ 650.00
Replace 7 windows – impact	$ 14,205.00
Repair exterior & interior wall (include paint)	$ 1,500.00
Replace hallway light	$ 100.00
Replace HVAC	$ 6,600.00
Replace smoke detectors (2)	$ 0
Install (4) smoke detectors	$ 300.00
Replace interior doors (6)	$ 2,500.00
Replace closet doors (2 bifold)	$ 450.00
Permits	$ 1,500.00
TOTAL	$ 49,805.00

The Bidder hereby acknowledges receipt of the following addenda:

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Ryan Burch / Owner
(Print individual's name and title)

for Solar Energy Professionals DBA: Burch Construction

whose business address is 1201 19th Pl Vero Beach, FL 32960

(If applicable) its Federal Employer Identification Number (FEIN) is 37-4561026

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ryan Bud
(Signature)

11-2-25
(Date)

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority Ryan Burch
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day Second of November, 2025.

(NOTARY PUBLIC)

My Commission Expires: 8-22-27

Notary Public State of Florida
Yesenia J. Carde
My Commission HH 437868
Expires 8/27/2027

E-VERIFY
AFFIRMATION STATEMENT

Description: **CDBG RESIDENTIAL REHABILITATION — 2708 AVENUE H**

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Burch Construction

Authorized Company Person's Signature: Ryan Burch

Authorized Company Person's Title: Owner

Date: 11-2-25

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 2nd day of November, 20 25 by Ryan Burch, who is ☐ personally known or ☑ produced identification (ID produced: DL).

Signature: _____ (Seal)

Notary Public State of Florida
Yesenia J. Cardo
My Commission HH 437866
Expires 8/27/2027

NOTARY PUBLIC

My Commission Expires: 8-27-27

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Burch Construction

Authorized Representative's Name and Title: Ryan Burch / owner

Address: 1201 19th Pl Vero Beach

City: Ft Vero Beach State: FL Zip Code: 32960

Phone Number: (772) 812-4782 Email Address: RBurchConstruction@outlook.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or
representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity
does not use coercion for labor or services as defined in that statute. As the person authorized to sign
on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Ryan Burch / owner 11-2-25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Martin

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 2nd day of November, 2025 by Ryan Burch, who is

☐ personally known or
☑ produced identification (ID produced: DL).

Notary Public Signature: _____ (Seal)

Print Name: Yesenia Carde My Commission Expires: 8-27-27

Notary Public State of Florida
Yesenia J. Carde
My Commission HH 437866
Expires 8/27/2027

REFERENCES

BID NO. 2026-005

CDBG RESIDENTIAL REHABILITATION OF 2708 AVENUE H

Contact Person & Title	Greg Green / PM
Email Address	info@hf.org
Phone No.	321-434-8000
Company Name	Burch Construction
Mailing Address	1425 Malabar Rd.
City, State, Zip	Palm Bay, FL
Type of commercial work contracted	MRI suite Renovation/Demo, MEP, Finishes, etc.
Contact Person & Title	Adam Carter / owner
Email Address	Acarter8990@yahoo.com
Phone No.	(772) 267-7954
Company Name	Burch Construction
Mailing Address	5907 sw Cherokee St.
City, State, Zip	Palm City, FL 34990
Type of commercial work contracted	Ext. & Interior Full Remodel

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Ryan Burch

Business name, if different from above Burch Construction

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

☐ Exempt payee

Address (number, street, and apt. or suite no.) 611 SW Federal Hwy

Requester's name and address (optional)

City, state, and ZIP code Stuart, FL 34994

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number : :

or

Employer identification number 39 : 4561026

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ► Ryan Burch | **Date** ► 11-2-25

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

ADDENDUM NO.	ADDENDUM DATE

Bid Response Form
Page 2 of 2

Vendor: Burch Construction
Address: 1201 19th Pl
City, State, Zip Code: Vero Beach, FL 32960
Email Address: RBurchConstruction@outlook.com
Typed Name, Title: Ryan Burch / owner
Signature Ryan Burch **Date** 11-2-25
Telephone # (772) 812-4282 **Fax #**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	✓
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Include proof of proper insurance as stated in bid documents.	✓	
Are all of the Required forms complete and included?	✓	
Is Bid Response Form completed, signed, and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	✓	
Did you submit your bid electronically?	✓	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Ryan Burch

"SAMPLE AGREEMENT"

HOMEOWNER/CONTRACTOR AGREEMENT

This Agreement (hereinafter sometimes referred to as the "Contract") entered this day of 2nd Day Nov , 2025 by and between _____ Hereinafter referred to as "Owner" and **Contractor.** hereinafter referred to as "Contractor", with financing provided by the City of Fort Pierce, and hereinafter referred to as "City", in the amount of $XX,XXX.00.

1. **HOLD HARMLESS.** In consideration of the compensation received hereunder, Contractor shall agree to defend, indemnify, and hold harmless the Owner and the City from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's performance under this Agreement to install or construct home improvements to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

2. **LIEN WAIVERS**. Contractor agrees to protect, defend and indemnify Owner and the City from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying the Owner against any lien. It is expressly agreed to by the parties that the compensation to be paid to the Contractor pursuant to this Agreement includes compensation for the indemnification provided in paragraphs 1 and 2.

3. **CONTRACT AMOUNT AND PAYMENT SCHEDULE**. Payments will be scheduled as follows, subject to the Owner's acceptance of work done:

1/3 completion, 2/3 completion	100% completion

Contractor hereby acknowledges acceptance of this Agreement:

Ryan Burk
Contractor Company
Name of Contractor / Business Owner
Address:
City / State / Zip:

11-2-25
Date

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of ☑ physical presence or ☐ online notarization,** this 2nd day of November, 2025 by _____, who is (are) personally known to me or who has (have) produced DL as identification.

Notary Seal

Notary Public State of Florida
Yesenia J. Carde
My Commission HH 437866
Expires 8/27/2027

Signature of Notary Public

Yesenia Carde
Name of Notary Typed, Printed or Stamped

Parcel ID Number: 2409-606-0015-000-9

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BURCH, RYAN TYLER

SOLAR ENERGY PROFESSIONALS LLC
611 SW FEDERAL HIGHWAY
STUART FL 34994

LICENSE NUMBER: CGC1539205

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/15/2025

Do not alter this document in any form.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2025

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

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

PRODUCER Robert Nichols Insurance Group 1557 Park Ln South Ste 102 Jupiter FL 33458	**CONTACT NAME:** Robert Nichols **PHONE (A/C, No, Ext):** (561) 406-6153 **FAX (A/C, No):** (561) 406-6961 **E-MAIL ADDRESS:** rnichols@robertnicholsinsurancegrdoup.com
INSURED Solar Energy Professionals , LLC 611 SW Federal Highway Stuart FL 34994	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nautilus Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			VSQUR-Q	01/26/2025	01/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG BI/PD DEDUCTIBL	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ **2,500
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate Holder:

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

Additionally Insured

City of Fort Pierce/Grants Administration Division and their members, officials,
officers, and employees.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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October 30, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H

BID NO. 2026-005

ADDENDUM NO. 1

The purpose of this addendum is to provide responses to questions submitted by potential bidders regarding the bid specifications. Additionally, the bid due date has been extended as indicated below.

Extension of Bid Due Date:
The bid due date has been extended from **3:00 PM, Tuesday, November 11, 2025, to**:

3:00 PM. Wednesday, November 12, 2025.

1. QUESTION: The insurance requirements contain information regarding Watercraft Insurance. We will have no work related to needing to utilize a watercraft. Will this insurance requirement still need to be met for this specific project?

ANSWER: As outlined in the insurance requirements document, Watercraft Liability coverage is required **only to the extent watercraft are utilized**. If the bidder can perform the work without the use of watercraft and has no intention of using watercraft to complete the work, this coverage is **not required**. If watercraft will be needed or used to perform any portion of the scope of work, then Watercraft Liability coverage must be provided as specified in the insurance requirements.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Ryan Burch
Typed or Printed

Company Name: Burch Construction

Address: 611 SW Federal Hwy

Stuart, FL 34994

Date: 11-6-2025

November 12, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H

BID NO. 2026-005

ADDENDUM NO. 2

The purpose of this addendum is to extend the bid due date from 3:00 PM, Wednesday, November 12, 2025, to:

3:00 P.M., THURSDAY, NOVEMBER 20, 2025

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Ryan Burch
Typed or Printed

Company Name: Burch Construction

Address: 611 SW Federal Highway, Stuart, FL 34994

Date: 11-13-25

/lh

November 18, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H

BID NO. 2026-005

ADDENDUM NO. 3

The purpose of this addendum is to revise the scope of work and the bid response form.

The following items were added to the Scope of Work:

- **Replace bathroom tub w/ walk-in shower with grab bars**
- **Replace electrical outlet for washer and dryer in the shed.**
- **Misc electrical**

- Revised Bid Response Form, see attached. This form should be used for submitting your bid.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: Burch Construction

Address: 611 SW Federal Hwy, Stuart, FL 34994

_____

Date: 11-18-25

REVISED
BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H FORT PIERCE, FL 34947**		
Bid Number	**2026-005**	**Due Date & Time**	**3:00 PM, WEDNESDAY, NOVEMBER 19, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof	$ 15,450
Repair/Replace fascia and soffit	$ 4,600
Replace main entry door	$ 1,100
Replace bathroom tub w/walk-in shower with grab bars	$ 8,500
Replace electrical outlet for washer and dryer in the shed	$ 750
Misc electrical	$ 1,200
Replace side door (2)	$ 850
Replace toilet (2)	$ 650
Replace 7 windows – impact	$ 14,205
Repair exterior & interior wall (include paint)	$ 1,500
Replace hallway light	$ 100
Replace HVAC	$ 6,600
Replace smoke detectors (2)	$ 0
Install (4) smoke detectors	$ 300
Replace interior doors (6)	$ 2,500
Replace closet doors (2 bifold)	$ 450
Permits	$ 1,500
TOTAL	$ 60,255

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
3	11-18-25

Bid Response Form
Page 2 of 2

Vendor: Burch Construction

Address: 611 SW Federal Hwy

City, State, Zip Code: Stuart, FL 34994

Email Address: Rburchconstruction@outlook.com

Typed Name, Title: Ryan Burch, Owner

Signature _____ **Date** 11-18-25

Telephone # (772) 812-4787 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	✓
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

REVISED
BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H FORT PIERCE, FL 34947**		
Bid Number	**2026-005**	**Due Date & Time**	**3:00 PM, WEDNESDAY, NOVEMBER 19, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof	$ 15,450
Repair/Replace fascia and soffit	$ 4,600
Replace main entry door	$ 1,100
Replace bathroom tub w/walk-in shower with grab bars	$ 8,500
Replace electrical outlet for washer and dryer in the shed	$ 750
Misc electrical	$ 1,200
Replace side door (2)	$ 850
Replace toilet (2)	$ 650
Replace 7 windows – impact	$ 14,205
Repair exterior & interior wall (include paint)	$ 1,500
Replace hallway light	$ 100
Replace HVAC	$ 6,600
Replace smoke detectors (2)	$ 0
Install (4) smoke detectors	$ 300
Replace interior doors (6)	$ 2,500
Replace closet doors (2 bifold)	$ 450
Permits	$ 1,500
TOTAL	$ 60,255

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
3	11-18-25

Bid Response Form
Page 2 of 2

Vendor: Burch Construction

Address: 611 SW Federal Hwy

City, State, Zip Code: Stuart, FL 34994

Email Address: Rburchconstruction@outlook.com

Typed Name, Title: Ryan Burch, Owner

Signature _____ **Date** 11-18-25

Telephone # (772) 812-4787 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	✓
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No: 2026-005**
Mandatory Site-Visit: 10:00 A.M, TUESDAY, OCTOBER 28, 2025	**Bid Title: CDBG RESIDENTIAL REHABILITATION OF 2708 AVENUE H**
Mandatory Site-Visit Location: 2708 AVENUE H FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, NOVEMBER 11, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Burch Construction **Mailing Address:** 611 SW Federal Highway	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Stuart, FL 34994	**Typed or Printed Name:** Ryan Burch
Type of Entity (Select one): **Corporation** LLC **Partnership** **Proprietorship**	**Title:** Owner
Incorporated in the State of: FL **Year:** 2025	**Delivery in _____days, ARO**
Phone Number: 772-812-4787	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 39-4561026
E-Mail Address: Rburchconstruction@outlook.com	**Local Business:** X Y ___N **MWBE:** X Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Burch Construction

Name and Title of Authorized Representative

Ryan Burch / Owner

Ryan Burch

Signature

11-2-25

Date

DRUG~FREE WORKPLACE FORM

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

Burch Construction does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

11-2-25

Date

BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H FORT PIERCE, FL 34947		
Bid Number	2026-005	Due Date & Time	3:00 PM, TUESDAY, NOVEMBER 11, 2025

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof	$ 15,450.00
Repair/Replace fascia and soffit	$ 4,600.00
Replace main entry door	$ 1,100.00
Replace side door (2)	$850.00
Replace toilet (2)	$ 650.00
Replace 7 windows – impact	$ 14,205.00
Repair exterior & interior wall (include paint)	$ 1,500.00
Replace hallway light	$ 100.00
Replace HVAC	$ 6,600.00
Replace smoke detectors (2)	$ 0
Install (4) smoke detectors	$ 300.00
Replace interior doors (6)	$ 2,500.00
Replace closet doors (2 bifold)	$ 450.00
Permits	$ 1,500.00
TOTAL	$ 49,805.00

The Bidder hereby acknowledges receipt of the following addenda:

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Ryan Burch / Owner
(Print individual's name and title)
for Solar Energy Professionals DBA: Burch Construction
whose business address is 1201 19th Pl Vero Beach, FL 32960
(If applicable) its Federal Employer Identification Number (FEIN) is 39-4561026

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ryan Bud
(Signature)

11-2-25
(Date)

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority Ryan Burch
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day Second of November, 2025.

(NOTARY PUBLIC)

My Commission Expires: 8-22-27

Notary Public State of Florida
Yesenia J. Carde
My Commission HH 437866
Expires 8/27/2027

E-VERIFY
AFFIRMATION STATEMENT

Description: **CDBG RESIDENTIAL REHABILITATION — 2708 AVENUE H**

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Burch Construction

Authorized Company Person's Signature: Ryan Burch

Authorized Company Person's Title: Owner

Date: 11-2-25

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 2nd day of November, 20 25 by Ryan Burch, who is ☐ personally known or ☑ produced identification (ID produced: DL).

Signature: _____ (Seal)

NOTARY PUBLIC

Notary Public State of Florida
Yesenia J. Cardo
My Commission HH 437866
Expires 8/27/2027

My Commission Expires: 8-27-27

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Burch Construction

Authorized Representative's Name and Title: Ryan Burch / owner

Address: 1201 19th Pl Vero Beach

City: Ft Vero Beach State: FL Zip Code: 32960

Phone Number: (772) 812-4787 Email Address: Rburchconstruction@outlook.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or
representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity
does not use coercion for labor or services as defined in that statute. As the person authorized to sign
on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Ryan Burch / owner 11-2-25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Martin

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 2nd day of November, 2025 by Ryan Burch, who is

☐ personally known or
☑ produced identification (ID produced: DL).

Notary Public Signature: _____ (Seal)

Print Name: Yesenia Carde My Commission Expires: 8-27-27

Notary Public State of Florida
Yesenia J. Carde
My Commission HH 437866
Expires 8/27/2027

REFERENCES

BID NO. 2026-005

CDBG RESIDENTIAL REHABILITATION OF 2708 AVENUE H

Contact Person & Title	Greg Green / PM
Email Address	info@MF.org
Phone No.	321-434-8000
Company Name	Burch Construction
Mailing Address	1425 Malabar Rd.
City, State, Zip	Palm Bay, FL
Type of commercial work contracted	MRI suite Renovation/Demo, MEP, Finishes, etc.
Contact Person & Title	Adam Carter / owner
Email Address	Acarter8990@yahoo.com
Phone No.	(772) 267-7954
Company Name	Burch Construction
Mailing Address	5907 sw Cherokee St.
City, State, Zip	Palm City, FL 34990
Type of commercial work contracted	Ext. & Interior Full Remodel

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Ryan Burch

Business name, if different from above
Burch Construction

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
611 SW Federal Hwy

Requester's name and address (optional)

City, state, and ZIP code
Stuart, FL 34994

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
39 : 4561026

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Ryan Burch | **Date** ▶ 11-2-25

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

ADDENDUM NO.	ADDENDUM DATE

Bid Response Form
Page 2 of 2

Vendor: Burch Construction
Address: 1201 19th Pl
City, State, Zip Code: Vero Beach FL 32960
Email Address: RBurchConstruction@outlook.com
Typed Name, Title: Ryan Burch / owner
Signature Ryan Burch **Date** 11-2-25
Telephone # (772) 812-4282 **Fax #**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	✓
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Include proof of proper insurance as stated in bid documents.	✓	
Are all of the Required forms complete and included?	✓	
Is Bid Response Form completed, signed, and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	✓	
Did you submit your bid electronically?	✓	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Ryan Burch

"SAMPLE AGREEMENT"

HOMEOWNER/CONTRACTOR AGREEMENT

This Agreement (hereinafter sometimes referred to as the "Contract") entered this day of 2nd Day Nov , 2025 by and between _____ Hereinafter referred to as "Owner" and **Contractor,** hereinafter referred to as "Contractor", with financing provided by the City of Fort Pierce, and hereinafter referred to as "City", in the amount of $XX,XXX.00.

1. **HOLD HARMLESS.** In consideration of the compensation received hereunder, Contractor shall agree to defend, indemnify, and hold harmless the Owner and the City from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's performance under this Agreement to install or construct home improvements to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

2. **LIEN WAIVERS**. Contractor agrees to protect, defend and indemnify Owner and the City from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying the Owner against any lien. It is expressly agreed to by the parties that the compensation to be paid to the Contractor pursuant to this Agreement includes compensation for the indemnification provided in paragraphs 1 and 2.

3. **CONTRACT AMOUNT AND PAYMENT SCHEDULE**. Payments will be scheduled as follows, subject to the Owner's acceptance of work done:

1/3 completion, 2/3 completion	100% completion

Contractor hereby acknowledges acceptance of this Agreement:

Ryan Burke
Contractor Company
Name of Contractor / Business Owner
Address:
City / State / Zip:

11-2-25
Date

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of ☑ physical presence or ☐ online notarization,** this 2nd day of November, 2025 by _____, who is (are) personally known to me or who has (have) produced DL as identification.

Notary Seal

Notary Public State of Florida
Yesenia J. Carde
My Commission HH 437866
Expires 8/27/2027

_____
Signature of Notary Public

Yesenia Carde
Name of Notary Typed, Printed or Stamped

Parcel ID Number: 2409-606-0015-000-9

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BURCH, RYAN TYLER

SOLAR ENERGY PROFESSIONALS LLC
611 SW FEDERAL HIGHWAY
STUART FL 34994

LICENSE NUMBER: CGC1539205

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/15/2025

Do not alter this document in any form.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2025

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

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

PRODUCER Robert Nichols Insurance Group 1557 Park Ln South Ste 102 Jupiter FL 33458	**CONTACT NAME:** Robert Nichols **PHONE (A/C, No, Ext):** (561) 406-6153 **FAX (A/C, No):** (561) 406-6961 **E-MAIL ADDRESS:** rnichols@robertnicholsinsurancegrdoup.com
INSURED Solar Energy Professionals , LLC 611 SW Federal Highway Stuart FL 34994	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Nautilus Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			VSQUR-Q	01/26/2025	01/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG BI/PD DEDUCTIBL	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ **2,500
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate Holder:
City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

Additionally Insured

City of Fort Pierce/Grants Administration Division and their members, officials,
officers, and employees.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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October 30, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H

BID NO. 2026-005

ADDENDUM NO. 1

The purpose of this addendum is to provide responses to questions submitted by potential bidders regarding the bid specifications. Additionally, the bid due date has been extended as indicated below.

Extension of Bid Due Date:
The bid due date has been extended from **3:00 PM, Tuesday, November 11, 2025, to**:

3:00 PM. Wednesday, November 12, 2025.

1. QUESTION: The insurance requirements contain information regarding Watercraft Insurance. We will have no work related to needing to utilize a watercraft. Will this insurance requirement still need to be met for this specific project?

ANSWER: As outlined in the insurance requirements document, Watercraft Liability coverage is required **only to the extent watercraft are utilized**. If the bidder can perform the work without the use of watercraft and has no intention of using watercraft to complete the work, this coverage is **not required**. If watercraft will be needed or used to perform any portion of the scope of work, then Watercraft Liability coverage must be provided as specified in the insurance requirements.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Ryan Burch
Typed or Printed

Company Name: Burch Construction

Address: 611 SW Federal Hwy

Stuart, FL 34994

Date: 11-6-2025

November 12, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H

BID NO. 2026-005

ADDENDUM NO. 2

The purpose of this addendum is to extend the bid due date from 3:00 PM, Wednesday, November 12, 2025, to:

3:00 P.M., THURSDAY, NOVEMBER 20, 2025

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Ryan Burch
Typed or Printed

Company Name: Burch Construction

Address: 611 SW Federal Highway, Stuart, FL 34994

Date: 11-13-25

/lh

November 18, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2708 AVENUE H

BID NO. 2026-005

ADDENDUM NO. 3

The purpose of this addendum is to revise the scope of work and the bid response form.

The following items were added to the Scope of Work:

- **Replace bathroom tub w/ walk-in shower with grab bars**
- **Replace electrical outlet for washer and dryer in the shed.**
- **Misc electrical**

- Revised Bid Response Form, see attached. This form should be used for submitting your bid.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: Burch Construction

Address: 611 SW Federal Hwy, Stuart, FL 34994

_____

Date: 11-18-25

City Commission Regular Meeting - 5:05 PM **19. E.**

Meeting Date: 01/20/2026

Re: Approval of Bid 2026-013 - SHIP Residential Rehabilitation of 2300 San Marcos Avenue

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

---

SUBJECT:

Approval to award Bid No. 2026-013 for SHIP Residential Rehabilitation for 2300 San Marcos Avenue, Fort Pierce, FL to DMS Contractors, LLC, for an amount not to exceed $69,882.10.

SUMMARY:

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on November 11 and November 18, 2025, with a scheduled opening at 3:30 PM on December 1, 2025. The invitation was sent to 681 vendors. Thirteen (13) vendors requested specifications with six (6) responding (46.15%) plus 0 “No Bid” (46.15% total response).

Please Note: Burch Construction deemed non-responsive due to their failure to provide the required proof of insurance as outlined in Item No. 11, Section III – Instructions to Bidder’s, of the Bid Document.

RECOMMENDATION:

Staff recommends approval of Bid No. 2026-013 — SHIP Residential Rehabilitation of 2300 San Marcos Avenue, Fort Pierce, FL, awarding the project to DMS Contractors, LLC, Dania Beach, FL, the lowest and most responsive responsible bidder in an amount not to exceed $69,882.10.

ALTERNATIVES:

Award to alternative bidders or request new bids.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Gelencia Carter, Purchasing Division Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024-2025
Account:	1059502
Amount:	69882.10
FISCAL IMPACT:	

Approval of award Bid No. 2026-013 for SHIP Residential Rehabilitation for 2300 San Marcos Avenue, Fort Pierce, FL to DMS Contractors, LLC, for an amount not to exceed $69,882.10.

Attachments

Bid Tabulation Memo
Recommendation for Award Letter
Bid Response Form - Revised
Bid Response Form
Submittal - DMS Contractors, LLC

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Covasky Brutus, Community Engagement Specialist**

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

SUBJECT: **Bid No. 2026-013 – SHIP Residential Rehabilitation—2300 San Marcos Ave**

DATE: **December 11, 2025**

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on November 11 and November 18, 2025, with a scheduled opening at 3:30 PM on December 1, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, six (6) submissions were received electronically. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 681 vendors. Thirteen (13) vendors requested specifications with six (6) responding (46.15%) plus 0 "No Bid" (46.15% total response).

Please Note: **Burch Construction** and **National Claim Resolutions, LLC** were deemed non-responsive due to their failure to provide the required proof of insurance as outlined in **Item No. 11, Section III – Instructions to Bidder's,** of the Bid Document.

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

The entire process including approval of Commission must be completed by **January 30, 2026**, which is the expiration date of the bid and responses.

/mw

cc: Donnella Clerk, Grants Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**SHIP RESIDENTIAL REHABILITATION – 2300 SAN MARCOS AVENUE**
BID NUMBER:	**2026-013**
OPENING DATE:	12/1/2025 at 3:30 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
6 of 13 = 46.15%
0 "No Bids"
Total = 46.15%

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

VENDOR NAME	TOTAL BID PRICE
Burch Contstruction *Stuart, FL*	**$49,550.00** **NON-RESPONSIVE**
DMS Contractors, L.L.C. *Dania Beach, FL*	**$69,882.10**
De La Hoz Builders, Inc. *Sebastian, FL*	**$69,907.00**
National Claim Resolutions, LLC *Fort Pierce, FL*	**$76,038.00** **NON-RESPONSIVE**
Bsquared Contracing Inc. *Port St. Lucie, FL*	**$80,100.00**
Island Harbor Custom Builder, LLC *Sebastian, FL*	**$107,000.00**

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

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

November 24, 2025

CITY FORT PIERCE

SHIP RESIDENTIAL REHABILITATION – 2300 SAN MARCOS AVENUE

BID NO. 2026-013

ADDENDUM NO. 1

The purpose of this addendum is to provide bidders with the correct bid response form and to add an item to the form.

The following items were added to the Scope of Work:

- **Repair Stucco**

- Revised Bid Response Form, see attached. This form should be used for submitting your bid.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Martha Bracho - CFOO
Typed or Printed

Company Name: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

Date: 11/28/2025

REVISED
BID RESPONSE FORM

Bid Item	**SHIP RESIDENTIAL REHABILITATION – 2300 MARCOS AVENUE FORT PIERCE, FL 34946**		
Bid Number	**2026-013**	**Due Date & Time**	**3:30 PM, MONDAY, DECEMBER 1, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace the roof and gutters	$ 28,482.00
Replace/repair fascia/soffit	$ 1,540.00
Replace HVAC	$ 10,400.00
Replace 12 windows - impact	$ 21,768.50
Replace interior door to garage	$ 1,216.60
Misc drywall	$ 400.00
Exterior Paint	$ 5,000.00
Repair Stucco	$ 300.00
Permits	$ 775.00
TOTAL	$ 69,882.10

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	11/28/2025

Vendor: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

City, State, Zip Code: Dania Beach, FL 33312

Email Address: bids@dmscontractorsllc.com

Typed Name, Title: Martha Bracho - CFOO

Signature _____ **Date** 11/28/2025

Telephone # 754-206-4530 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: N/A

Check block below for applicable minority indicator: N/A

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No: 2026-013**
Mandatory Site-Visit: **10:40 A.M, FRIDAY, NOVEMBRE 21, 2025**	**Bid Title: SHIP RESIDENTIAL REHABILITATION OF 2300 SAN MARCOS AVENUE**
Mandatory Site-Visit Location: **2300 SAN MARCOS AVENUE** **FORT PIERCE, FL 34946**	**Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Fort Pierce, Florida 34950**
Bid Due Date & Time: **3:30 PM, MONDAY,DECEMBER 1, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: DMS Contractors LLC **Mailing Address:** 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X** _____ **Authorized Signature (Manual)**
City, State, Zip Code: Dania Beach, FL 33312	**Typed or Printed Name:** Martha Bracho
Type of Entity (Select one): **Corporation** LLC **Partnership** _____ **Proprietorship** _____	**Title:** CFOO (Chief Financial Officer & Operations)
Incorporated in the State of: Florida **Year:** 2014	**Delivery in** 90 **days, ARO**
Phone Number: 754-206-4530	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 47-1148323
E-Mail Address: bids@dmscontractorsllc.com	**Local Business:** ___**Y** X **N** **MWBE:** ___**Y** X **N**
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

DMS Contractors LLC

Name and Title of Authorized Representative

Martha Bracho - CFOO

Signature

11/28/2025

Date

DRUG~FREE WORKPLACE FORM

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

DMS Contractors LLC does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

11/28/2025

Date

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Martha Bracho - CFOO
(Print individual's name and title)

for DMS Contractors LLC

whose business address is 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

(If applicable) its Federal Employer Identification Number (FEIN) is 47-1148323

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

11/28/2025
(Date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority Martha Bracho
(Name of individual signing)

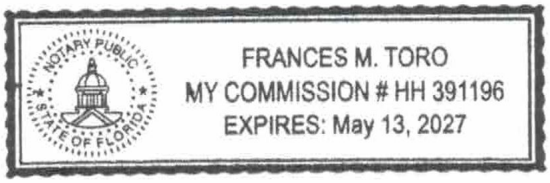
Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 28 of November, 20 25.

Frances Toro

(NOTARY PUBLIC)

My Commission Expires: 05/13/2027



E-VERIFY
AFFIRMATION STATEMENT

Description: SHIP RESIDENTIAL REHABILITATION — 2300 SAN MARCOS AVENUE

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: DMS Contractors LLC

Authorized Company Person's Signature: _____

Authorized Company Person's Title: Martha Bracho - CFOO

Date: 11/28/2025

STATE OF FLORIDA
COUNTY OF Broward
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this 28 day of November, 20 25 by Martha Bracho, who is ☒ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: 05/13/2027

FRANCES M. TORO
MY COMMISSION # HH 391196
EXPIRES: May 13, 2027

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: DMS Contractors LLC

Authorized Representative's Name and Title: Martha Bracho - CFOO

Address: 4101 Ravenswood Rd, Suite 219

City: Dania Beach State: Florida Zip Code: 33312

Phone Number: 754-206-4530 Email Address: bids@dmscontractorsllc.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or
representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity
does not use coercion for labor or services as defined in that statute. As the person authorized to sign
on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Martha Bracho - CFOO 11/28/2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Broward

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 28 day of November, 20 25 by Martha Bracho, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Frances Toro My Commission Expires: 05/13/2027

NOTARY PUBLIC STATE OF FLORIDA
FRANCES M. TORO
MY COMMISSION # HH 391196
EXPIRES: May 13, 2027

REFERENCES

BID NO. 2026-012

SHIP RESIDENTIAL REHABILITATION OF 1701 N. 19TH STREET

Contact Person & Title	Akilah Grant
Email Address	agrant@fortlauderdale.gov
Phone No.	954-828-4509
Company Name	City of Fort Lauderdale
Mailing Address	914 NW Sistrunk Boulevard, Suite 103, Fort Lauderdale, FL 33311
City, State, Zip	Fort Lauderdale, FL 33311
Type of commercial work contracted	Housing and Community Division (HCD) - Rehabilitation of 2200 N.W. 9th Ct, 33311
Contact Person & Title	Grantland Allen
Email Address	grallen@hollywoodfl.org
Phone No.	754-226-3134
Company Name	City of Hollywood
Mailing Address	Community Development Division - P.O. Box 229045, Hollywood, FL 33022
City, State, Zip	Hollywood, FL 33022
Type of commercial work contracted	Housing Rehabilitation Program of 6841 Taylor St, Hollywood, FL 33024

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

18)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

N/A - Replaced with Addendum N°1

BID RESPONSE FORM

Bid Item	**SHIP RESIDENTIAL REHABILITATION – 2300 MARCOS AVENUE FORT PIERCE, FL 34946**		
Bid Number	**2026-013**	**Due Date & Time**	**3:30 PM, MONDAY, DECEMBER 1, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof	$
Repair/Replace fascia and soffit	$
Replace main entry door	$
Replace side door (2)	$
Replace toilet (2)	$
Replace 7 windows – impact	$
Repair exterior & interior wall (include paint)	$
Replace hallway light	$
Replace HVAC	$
Replace smoke detectors (2)	$
Install (4) smoke detectors	$
Replace interior doors (6)	$
Replace closet doors (2 bifold)	$
Permits	$
TOTAL	$

The Bidder hereby acknowledges receipt of the following addenda:

N/A - Replaced with Addendum N°1

ADDENDUM NO.	ADDENDUM DATE

Bid Response Form

N/A - Replaced with Addendum N°1

Vendor: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Typed Name, Title: _____

Signature _____ **Date** _____

Telephone # _____ **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x	
Include proof of proper insurance as stated in bid documents.	x	
Are all of the Required forms complete and included?	x	
Is Bid Response Form completed, signed, and attached?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		x
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		x
Have you made sure your corporate address matches your Sunbiz information ?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID _____

November 24, 2025

CITY FORT PIERCE

SHIP RESIDENTIAL REHABILITATION – 2300 SAN MARCOS AVENUE

BID NO. 2026-013

ADDENDUM NO. 1

The purpose of this addendum is to provide bidders with the correct bid response form and to add an item to the form.

The following items were added to the Scope of Work:

- **Repair Stucco**

- Revised Bid Response Form, see attached. This form should be used for submitting your bid.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Martha Bracho - CFOO
Typed or Printed

Company Name: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

Date: 11/28/2025

REVISED
BID RESPONSE FORM

Bid Item	**SHIP RESIDENTIAL REHABILITATION – 2300 MARCOS AVENUE FORT PIERCE, FL 34946**		
Bid Number	**2026-013**	**Due Date & Time**	**3:30 PM, MONDAY, DECEMBER 1, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace the roof and gutters	$ 28,482.00
Replace/repair fascia/soffit	$ 1,540.00
Replace HVAC	$ 10,400.00
Replace 12 windows - impact	$ 21,768.50
Replace interior door to garage	$ 1,216.60
Misc drywall	$ 400.00
Exterior Paint	$ 5,000.00
Repair Stucco	$ 300.00
Permits	$ 775.00
TOTAL	$ 69,882.10

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	11/28/2025

Vendor: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

City, State, Zip Code: Dania Beach, FL 33312

Email Address: bids@dmscontractorsllc.com

Typed Name, Title: Martha Bracho - CFOO

Signature _____ **Date** 11/28/2025

Telephone # 754-206-4530 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: N/A

Check block below for applicable minority indicator: N/A

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

City Commission Regular Meeting - 5:05 PM **20. F.**

Meeting Date: 01/20/2026

Re: Approval of RFQ No. 2025-022 Professional Engineering Services - WGI, Inc. Agreement

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of the continuing services contract in response to RFQ No. 2025-022 for Professional Engineering Services awarded to WGI, Inc. for a period two (2) years with three (3) one-year renewal options.

SUMMARY:

RFQ2025-022 Professional Engineering Services was advertised in April 2025 with a due date of May 27, 2025. There were twenty-one (21) respondents to the RFQ. WGI, was one (1) of the five (5) top-scoring firms approved as the city's continuing professional engineering service providers for RFQ 2025-022 at the August 18, 2025, City Commission meeting. Staff was authorized to enter into contract negotiations with the firms. A Master Agreement was submitted to the City Attorney's Office for review of form and correctness and approved on September 19, 2025. The Master Agreement for WGI, Inc. was submitted to the City Attorney's Office and approved as to form and correctness on December 5, 2025.

Staff requests approval of the RFQ No. 2025-022 Professional Engineering Services - WGI, Inc. Agreement

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Engineering Department
Purchasing Department

COORDINATED WITH:

Engineering Department
Purchasing Department
City Attorney's Office
WGI, Inc.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 25-26
Account: N/A
Amount: N/A

FISCAL IMPACT:

No fisacl impact at this time. Each individual project will be presented seperately for approval.

Attachments

City Attorney Memo
WGI, Inc. Agreement

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: RFQ2025-022 PROFESSIONAL ENGINEERING SERVICES AGREEMENT - WGI, INC.

CAO RLS FILE: 25-391

DATE: DECEMBER 5, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Professional Engineering Services Agreement with WGI, Inc. The Professional Engineering Services Agreement has been reviewed and approved by this Office in RLS 25-294 and RLS 25-384. This agreement with WGI is approved as to form and correctness.

Please note that, as requested to accommodate the agreement being presented to the Commission as soon as possible, the RLS was reviewed by this Office without the Risk Manager's review and approval. The Risk Manager, has, however, reviewed and approved this template and prior agreement(s) with others under this RFQ.

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

Thank you.

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **WGI, INC.**, whose local principal address is **548 NW Mercantile Place, Port St. Lucie, FL 34986** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

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

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

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

The Consultant shall, at its own expense, procure and maintain, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to and approved by the City. As evidence of compliance with the insurance required herein, Consultant shall furnish the City with:

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

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

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

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

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

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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

Automobile Liability Insurance

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

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

Design Professional Liability

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

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

Pollution Legal Liability

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

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

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

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

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

Property Insurance (Builders Risk / Installation Floater)

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

Payment Bond and Performance Bond

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

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

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

General Conditions

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect

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

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

15. PUBLIC RECORDS

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

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

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

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

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

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

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond

its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race

or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

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

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

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

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

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
WGI, Inc.
Attn: Adam Schildmeier, P.E., Market Leader
2035 Vista Parkway
West Palm Beach, FL 33411

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if

by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

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

35. COMPLIANCE WITH LAWS

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

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

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

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Adam Schuldmeier, P.E.

Title: Market Leader, Civil

Today's Date: 1/7/24

EXHIBIT 1
PROFESSIONAL ENGINEERING SERVICES - RFQ # 25-022
POSITION RATES

12/10/2025

POSITION / CLASSIFICATION	RATE
Engineering	
Principal Engineer	$295.00
Sr. Project Manager	$285.00
Project Manager	$250.00
Senior Engineer 2	$275.00
Senior Engineer 1	$240.00
Engineer 2	$220.00
Engineer 1	$200.00
Senior Engineer Intern	$150.00
Engineer Intern	$135.00
Chief Designer	$185.00
Sr. Designer / CADD Technician	$160.00
Designer / CADD Technician	$130.00
Field Engineer	$200.00
Field Inspector	$150.00
Environmental	
Sr. Environmental Scientist	$210.00
Environmental Scientist	$140.00
Architectural	
Principal Architect	$295.00
Project Manager	$220.00
Surveying	
Principal Surveyor	$265.00
Project Manager	$190.00
Senior Professional Surveyor	$180.00
Professional Surveyor	$155.00
Staff Surveyor	$120.00
2 Man Field Crew (fixed rate)	$170.00
3 Man Field Crew (fixed rate)	$220.00
Utility Coordinator	$170.00
2 Man Utility Designating Crew (fixed rate)	$180.00
3 Man Utility Designating Crew (fixed rate)	$240.00
Laser Scan Crew (fixed rate)	$250.00
Hydrographic/Bathymetric Crew (fixed rate)	$350.00
Planning / Landscape Architecture	
Principal Planner / Landscape Architect	$270.00
Sr. Project Manager	$215.00
Project Manager	$180.00
Planner / Designer	$120.00
Other	
GIS Technician	$120.00
Administrative Assistant	$130.00

1) Rates are valid for 3 years from the agreement date.
2) Revisions will be based on the Consumer Price Index (CPI) for the following year.
3) Subconsultants – Billed at cost
4) Mileage – Included in hourly rates.
6) Postage and Reproduction – Included in hourly rates

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: WGI, Inc.

Authorized Representative's Name and Title: Adam Schildmeier, PE; Market Leader, Civil

Address: 548 NW Mercantile Place

City: Port St. Lucie State: FL Zip Code: 34986

Phone Number: 772-408-5258 Email Address: adam.schildmeier@wginc.com

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [signature] Adam Schildmeier, P.E., Market Leader, Civil 1/7/24

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 07 day of JAN., 2026 by Adam W. Schildmeier, who is

☐ personally known or
☑ produced identification (ID produced: FL - DL).

Notary Public Signature: _____ (Seal)

JHEAN C. VARELA
Notary Public - State of Florida
Commission # HH 374993
My Comm. Expires Mar 16, 2027

Print Name: Jhean C. Varela My Commission Expires: 03-16-2027

City Commission Regular Meeting - 5:05 PM **21. G.**

Meeting Date: 01/20/2026

Re: Approval to Award Bid No. 2025-039 Landscape Maintenance of Medians

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval to award Bid No. 2025-039 Landscape Maintenance of Medians to Elite Landscaping Services, Inc., dba Partnership Landscaping, Wellington, FL in the amount of $86,400.00.

SUMMARY:

The Public Works Department respectfully requests approval to award Bid No. 2025-039 Landscape Maintenance of Medians to **Elite Landscaping Services, Inc., dba Partnership Landscaping**, Wellington, FL, in the annual amount of $86,400.00. This solicitation was issued for the maintenance of medians and was sent to 717 vendors. Out of the 40 vendors that requested full specifications, 9 submitted responses. However, 2 of these responses were deemed non-responsive because they failed to provide full and conforming proposals. Comprehensive reference checks were conducted for the vendor, and all responses were positive. The reference evaluations confirm that Elite Landscaping Services, Inc., doing business as Partnership Landscaping, has a proven history of reliability, satisfactory performance, and successful completion of similar projects for other municipalities. Additionally, the vendor demonstrated that it possesses the necessary equipment, operational capacity, and technical expertise to meet all the requirements outlined in the bid proposal.

Based on these qualifications, Elite Landscaping Services, Inc., dba Partnership Landscaping, was determined to be fully capable of performing the work in a manner that aligns with the project specifications and serves the best interest of the agency. **The experience and capabilities of the vendor to deliver the services identified in the scope of work justify the $3,400.00 difference between their bid and the lowest bidder.**

The reference checks are documented and attached.

RECOMMENDATION:

The Public Works Department recommends awarding Bid No. 2025-039 Landscape Maintenance of Medians to **Elite Landscaping Services, Inc. dba Partnership Landscaping of** Wellington, Florida, for the annual amount of $86,400.00.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	26
Account:	0014005534900
Amount:	86,400.00

FISCAL IMPACT:

The funds for this contract will come from the Parks and Grounds contractual account: 0014005-534900

Attachments

ELITE BID SUBMITTAL
BID COMPARISON
BID TABULATION
RECOMMENDATION FOR AWARD
REF RESPONSE 1
REF RESPONSE 2

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** and **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467-3102	Bid No: 2025-039
Pre-Bid Conference/ Site Visit: N/A	Bid Title: LANDSCAPE MAINTENANCE OF MEDIANS
Pre-Bid Conference Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, OCTOBER 8, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Partnership Landscaping Mailing Address: 591 Marginal Rd WPB, FL 33411	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: David Beretsky
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: Owner
Incorporated in the State of: FL Year: 2017	Delivery in 10 days, After Receipt Order
Phone Number: 954 325-4692	Payment Terms: Net 30 Days
Fax Number: N/A	FEIN or SS Number: 30-0992212
E-Mail Address: Dave@Partnershiplandscaping.com	Local Business: ___Y X N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ NOT APPLICABLE F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

DRUG FREE WORKPLACE FORM

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

Partnership Landscaping does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

10/1/25
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

David Beretsky, being first duly sworn, deposes and says:

That he is OWNER OF Partnership Landscaping
(a partner or officer of the firm, etc.)

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

Partnership Landscaping
(Firm Name)

By: David Beretsky

Title: OWNER

Subscribed and sworn to before me this 29th day of, September 2025.

9/29/25
Notary Public

NICOLE H. SHEMESH NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 308544

My Commission expires: (Seal)

9/30/2026

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by David Beretsky
(Print individual's name and title)

for Partnership Landscaping

whose business address is 591 Marginal Rd WPB FL 33411

(If applicable) its Federal Employer Identification Number (FEIN) is 30-0992212

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

10/01/25
(Date)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority David Beretsky
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 2 of October, 2025.

10/2/25
(NOTARY PUBLIC)

My Commission Expires: 9/30/26

NICOLE H. SHEMESH
NOTARY PUBLIC
MY COMMISSION
EXPIRES 9-30-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 309544

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Partnership Landscaping

Respondent's Authorized Representative Name and Title: David Bedetsky / owner

Address: 591 Marginal Rd

City: WPB State: FL Zip: 33411

Phone Number: 954 325 4692 Respondent FEIN: 33-0992212

Email Address: Dave@Partnershiplandscaping.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Partnership Landscaping

Authorized Representative's Name and Title: David Benetsky / owner

Address: 591 Marginal Rd

City: WPB State: Fl Zip Code: 33411

Phone Number: 954 325 4692 Email Address: Dave@Partnershiplandscaping.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ David Benetsky / owner 10/2/25

Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF Florida

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 1 day of October, 2025 by David Benetsky, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Nicole Shemesh My Commission Expires: 9/30/26

NICOLE H. SHEMESH
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-30-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 305544

E-VERIFY
AFFIRMATION STATEMENT

Description: Landscape Maintenance of Medians

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Partnership Landscaping

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: Owner

Date: 10/02/25

STATE OF FLORIDA
COUNTY OF Florida

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 2 day of October, 2025 by David Benetsky, who is ☒ personally known or ☐ produced identification (ID produced: _____).

Signature: [signature] 10/2/25 (Seal)

NOTARY PUBLIC

My Commission Expires: 9/30/2026

NICOLE H. SHEMESH NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 309544

REFERENCES

Bid No. 2025-039
LANDSCAPE MAINTENANCE OF MEDIANS

Contact Person & Title	City of Boca Raton / Julie Shelton
Email Address	JShelton@ci.boca-raton.fl.us
Phone No.	561 251-4047
Company Name	City of Boca
Mailing Address	499 SW 4th Ave Boca Raton 33432
City, State, Zip	
Type of commercial work contracted	Ground maintenance
Contact Person & Title	City of Boynton / Maurice Permenter
Email Address	permenterm@bbfl.us
Phone No.	561 631-1505
Company Name	City of Boynton Beach
Mailing Address	100 East Ocean Ave
City, State, Zip	Boynton Beach, Fl 33435
Type of commercial work contracted	Grounds maintenance
Contact Person & Title	Woodspring Suites / Mary Bixler, Gm
Email Address	MBixler@T6Cgroup.net
Phone No.	718-551 1266
Company Name	T6C Group / Woodspring Suites
Mailing Address	11600 SN Village Pkwy
City, State, Zip	Port. St Lucie Fl
Type of commercial work contracted	Grounds maint / Landscape installation

Turn —

p.36 References Continued – Partnership

Veranda Club / Kevin Mitzner
954 600-4375
Kmitzner@verandaclub.com
6061 Palmetto Circle, Boca Raton

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ELITE LANDSCAPE Services

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1351 WYNDCLIFF DR

Requester's name and address (optional)

City, state, and ZIP code
WELLINGTON FL 33414

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
30 : 0992212

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/2/25

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

BID RESPONSE FORM

Bid Item	LANDSCAPE MAINTENACE OF MEDIANS		
Bid Number	2025-039	Due Date & Time	3:00 PM,WEDNESDAY, OCTOBER 8, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Location	Cost Per Cut	Total Cost (40 cuts x Cost Per Cut)
Virginia Avenue Center Medians	$ 510.00	$ 20,400
Okeechobee Road Center Medians	$ 650.00	$ 26,000
Delaware Avenue Center Medians	$ 100.00	$ 4,000
North 25th Street Medians	$ 150.00	$ 6,000
South A1A Rights-of-Way	$ 100.00	$ 4,000
State Road , U.S. #1 Center Medians	$ 650.00	$ 26,000
	TOTAL BID COST	$ 86,400.00

MATERIALS AND EQUIPMENT LIST

Please include in the space provided below a list of all materials and equipment to be used in providing the service.

2026 ISUZU NPR Dump Truck 14' Body.

2021 14' Enclosed trailer

Miscellaneous - (3) Weedeaters, (2) Edgers (2) Trimmers (Hedge) A-Frame Ladders Miscellaneous cutting tools (manual & Auto) Weed Spray (2) Chemical Post Emergents

2024 - 48" - 60" Hustler Mowers.

(1) Crew Leader & (2-3 Tech)

BIDDER'S ACKNOWLEDGEMENT

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE LISTED ABOVE AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS LISTED.

OFFICIAL SIGNATURE: [signature]

TITLE: Owner

DATE: 10/2/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2025

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

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

PRODUCER	**CONTACT NAME:** Gil Martinez
State Farm Gil Martinez 15673 Southern Blvd Unit 108 Loxahatchee FL 334709219	**PHONE (A/C, No, Ext):** 561-227-9204 **FAX (A/C, No):** **E-MAIL ADDRESS:** gil.martinez.vaahif@statefarm.com
INSURED ELITE LANDSCAPING SERVICES INC 591 MARGINAL RD WEST PALM BCH FL 334115409	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company — 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			L33 0176-D06-59C	04/06/2025	10/06/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	K76 1919-D06-59D	04/06/2025	10/06/2025	*BODILY INJURY (Per accident)*	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Boynton Beach
100 E Ocean Ave
Boynton Beach FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

This form was system-generated on 09/10/2025

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2025

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

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Elite Landscaping Services Inc DBA Partnership Landscaping
11924 Forest Hill Blvd Ste 10A PMB 371
Wellington, FL 33414

COVERAGES **CERTIFICATE NUMBER:** 836968135 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ___ PRO-JECT ___ LOC OTHER:	X		NXTXJH9C7X-03-GL	03/08/2025	03/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTXJH9C7X-03-GL	03/08/2025	03/08/2026	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

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

The Certificate Holder is City of Boynton Beach. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Boynton Beach
100 E Ocean Ave
Boynton Beach, FL 33435

LIVE CERTIFICATE
Click or scan to view

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

AUTHORIZED REPRESENTATIVE
Ann Ryan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

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

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PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	State National Insurance Company, Inc.	12831
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Elite Landscaping Services Inc DBA Partnership Landscaping
11924 Forest Hill Blvd Ste 10A PMB 371
Wellington, FL 33414

COVERAGES **CERTIFICATE NUMBER:** 914005693 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
A		X		NXTXJH9C7X-03-GL	03/08/2025	03/08/2026	MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000.00
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Errors and Omissions	X		NXTXJH9C7X-03-GL	03/08/2025	03/08/2026	Each Occurrence:	$25,000.00
							Aggregate:	$50,000.00

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

The Certificate Holder is St. Lucie County. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement, with respect to the work performed under contract for Grounds Maintenance for various St. Lucie county Facilities, St Lucie County Bid No 25-052. General Liability coverage applies for Landscaping and Lawn Care operations in Florida. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
St. Lucie County
2300 Virginia Ave
Fort Pierce, FL 34982

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ann Ryan

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

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

****LOCATED AT****
1351 WYNDCLIFF DR
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	ELITE LANDSCAPING SERVICES INC		B25.3842 10/01/2024	$36.30	B40177421

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

ELITE LANDSCAPING SERVICES INC
ELITE LANDSCAPING SERVICES INC
1351 WYNDCLIFF DR
WEST PALM BEACH FL 33414-5946

5 7 - 2141

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2022149228
EXPIRES: 09/30/2025

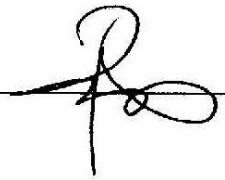
This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF FORT PIERCE CHECKLIST

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

Check "Yes" or "No" to each of the following:

	YES	NO
Is the Bidder Acknowledgement Cover Page (page 1) completed, signed and attached?	✓	
Included proof of proper insurance and licensing as stated in bid documents.	✓	
Have all areas of the bid forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	✓	
Are you registered on Demandstar to receive addendums	✓	
Is each Addendum (if issued) signed and included?	✓	
Have you checked your submission for proper organization? Did you include all the forms required by Section III and Section V?	✓	
Are you in compliance with the page limitations?	✓	
Did you submit your bid electronically?	✓	
Are all of the Required forms complete and included?	✓	
Have you made sure your corporate address matches your Sunbiz information?	✓	

PLEASE SIGN AND RETURN WITH BID 

September 30, 2025

CITY FORT PIERCE

LANDSCAPE MAINTENANCE OF MEDIANS

BID NO. 2025-039

ADDENDUM NO. 1

The purpose of this addendum is to address inquiries submitted by potential bidders and provide additional specifications for the restrooms.

QUESTIONS / ANSWERS

1. **QUESTION:** Could you please provide. The name of the incumbent contractor currently performing under this contract ?

   ANSWER: **Mow 4 Less, LLC is the incumbent contractor currently performing under this contract.**

2. **QUESTION:** The prior award amount (total contract value or unit pricing, If available).

   ANSWER: **The prior contract amount award amount was $151,000.00**

3. **QUESTION:** Can you please provide the bid tabulation or price sheet from the last award.

   ANSWER: **Please see the attached bid tabulation from the original solicitation. The current contractor is not listed on the tabulation, as the originally awarded vendor, Higher Ground, declined to renew their contract. Due to the urgent need for continued landscape maintenance services, the Public Works Department – Division of Parks and Grounds – submitted an emergency procurement request. As a result, services were awarded to Mow 4 Less LLC based on availability and ability to perform the scope. The scope included maintenance of (6) six designated median locations (the Riverwalk location was removed) at a rate of $3,150.00 per cut, with a total contract amount approved by the City Commission of $151,000.00.**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**LANDSCAPE MAINTENANCE OF MEDIANS**
BID NUMBER:	**2021-029**
DATE:	8/19/2021@ 3:00 PM
RECOMMENDED AWARD:	**HIGHER GROUND LAND SERVICES**

RESPONSE
2 of 14 = 14.28 %
0 "No Bids"
Total = 14.28%

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

VENDOR NAME	TOTAL BID PRICE
Higher Ground Land Services *Okeechobee, FL*	$51,000.00
Terra Maintenance *Port St. Lucie, FL*	$96,750.00

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

Add #1

All other conditions of this bid remain the same.

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

Signature: David Benetsky
Manual

Signature: David Benetsky
Typed or Printed

Company Name: Partnership Landscaping

Address: 591 Marginal Rd
WPB, FL 33411

Date: 10/01/25

/lh

Attachment: Bid Tabulation Sheet.

Detail by FEI/EIN Number

Florida Profit Corporation
ELITE LANDSCAPING SERVICES INC

Filing Information

Document Number	P17000048312
FEI/EIN Number	[illegible]
Date Filed	05/31/2017
Effective Date	05/31/2017
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/26/2022
Event Effective Date	NONE

Principal Address

1351 WYNDCLIFF DRIVE
WELLINGTON, FL 33414

Mailing Address

11924 Forest Hill Blvd STE10A-#371
WELLINGTON, FL 33414

Changed: 03/09/2022

Registered Agent Name & Address

LIZANO, JR., JESUS
1351 WYNDCLIFF DRIVE
WELLINGTON, FL 33414

Name Changed: 04/07/2018

Address Changed: 04/07/2018

Officer/Director Detail

Name & Address

Title P

LIZANO, JR., JESUS
1351 WYNDCLIFF DRIVE
WELLINGTON, FL 33414

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G21000125623

Fictitious Name to be Registered: PARTNERSHIP LANDSCAPING

Mailing Address of Business: 11924 FOREST HILL BLVD
STE 10A-#371
WELLINGTON, FL 33414

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 30-0992212

FILED
Sep 21, 2021
Secretary of State

Owner(s) of Fictitious Name:

ELITE LANDSCAPING SERVICES INC
11924 FOREST HILL BLVD STE 10A-#371
WELLINGTON, FL 33414
Florida Document Number: P17000048312
FEI Number: 30-0992212

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

JESUS LIZANO JR. 09/21/2021
Electronic Signature(s) Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

	City of Fort Pierce Parks & Grounds Division						
	Landscape Maintenance of Medians Bid 2025-039						
	Comparison of the two lowest bidders:						
	Elite Landscaping Services, Inc.				**2nd Mile MC, LLC**		
Total Bid Cost	$86,400				$83,000		
Materials & Equipment	2026 Isuzu NPR Dump Truck				(2) 54" zero turn mowers		
(From Bid Response)	2021 14' Enclosed Trailer				(1) 30" zero turn mowers		
	(3) Weedeaters				(3) Trimmers		
	(2) Edgers				(3) Edgers		
	(2) Hedge Trimmers				(3) Backpack blowers		
	A-frame ladder				(3) Hedgetrimmers		
	Cutting tools- manual and automatic						
	2024 48" and 60" mowers						
Crew size	(1) Crew Leader				Unknown capacity		
	(2-3) Technicians						
	Registered Entity search Good				Business License registered as		
					a Janitorial Cleaning service,		
					and according to the Biz.Org		
					Website has relocated multilple		
					times throughout the state.		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Mark Green, Parks and Ground Division Manager**

FROM: **Monica Gonzales, Purchasing Specialist** Monica Gonzales

SUBJECT: **Bid No. 2025-039 – Landscape Maintenance of Medians**

DATE: **October 21, 2025**

On July 1, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on September 17 and September 24, 2025, with a scheduled opening at 3:00 PM on October 8, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, one (1) submission was received by hand-delivery. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 717 vendors. Forty (40) vendors requested specifications with nine (9) responding (4.44%) plus 0 "No Bid" (4.44% total response).

Please note: The following firms were deemed non-responsive for failing to submit a proposal that fully confirms in all material respects to the bid and all of its requirements, including requirements as to form and substance:

- **W&G Maintenance Corp, Palm Bay, FL- Submission did not include a required tax receipt**
- **Thriving Lawn & Landscape, Longwood, FL – Submitted documents were not COFP documents**.

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

The entire process including approval of Commission must be complete by **December 8, 2025**, which is the expiration date of the bid and responses.

/mg

cc: Jason Atkinson, Public Works Director
Johnna Morris, Finance Director
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**LANDSCAPE MAINTENANCE OF MEDIANS**
BID NUMBER:	**2025-039**
OPENING DATE:	10/8/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
9 of 40 = 4.44%
0 "No Bids"
Total = 4.44%

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

VENDOR NAME	TOTAL BID PRICE
2nd Mile M.C. LLC *Palm Bay, FL*	**$83,000.00**
Partnership Landscaping *West Palm Beach, FL*	**$86,400.00**
Florida ULS Operating, LLC **DBA United Land Services** *Jacksonville, FL*	**$110,280.00**
STS Maintain Services, Inc *Palm City, FL*	**$122,000.00**
Mow 4 Less LLC *Fort Pierce, FL*	**$126,000.00**

Mills Brothers Interior and Landscaping Solutions *Vero Beach, FL*	**$135,800.00**
W&G Maintenance Corp *Palm Bay, FL*	**NON-RESPONSIVE** **$150,000.00**
Sage Services, Inc *Port St. Lucie, FL*	**$291,520.00**
Thriving Lawn & Landscape *Longwood, FL*	**NON-RESPONSIVE**

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CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 11/19/2025

RECOMMENDATION FOR AWARD

Solicitation No: 2025-039

Solicitation Title: LANDSCAPE MAINTENANCE OF MEDIANS

Solicitation Advertisement:

Solicitation Due Date: 10/08/2025

Award Authority: ☐ City Commission ☐ City Manager ☐ Purchasing Manager
☐ Director of Finance ☐ Planning Board ☐ FPRA Board

To: Gelencia Carter, Purchasing Manager

From: Mark Green, Parks & Grounds Division Manager

Through: Jason Atkinson, Public Works Director

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: Elite Landscaping Services, Inc.

Initial Term Amount: $86,400

Contract Terms, if applicable:

Award is based on the following concurrence (s):

Comprehensive reference checks were completed for the vendor, and all responses were positive. The reference evaluations confirm that the vendor has a proven history of reliability, satisfactory performance, and successful completion of similar projects for other municipalities. In addition, the vendor demonstrated that it possesses the necessary equipment, operational capacity, and technical expertise to meet all requirements outlined in the bid proposal. Based on these qualifications, the vendor is determined to be fully capable of performing the work in a manner that aligns with the project specifications and the best interest of the agency. The experience and capabilities of the vendor to deliver the services identified in the scope-of-work justify the $3,400 difference in between their bid and the lowest bid.

City of Fort Pierce
Parks & Grounds Division
Reference Check Form

Landscape Maintenance of Medians Bid 2025-039

Reference & Candidate Information

Candidate Name: Elite Landscape Services, INC.

Reference Name: Julie Shelton, City of Boca Raton

Relationship: Supervised Elite Landscape Services, INC.

Company/Organization: City of Boca Raton

Reference Phone/Email: 561-51-4047 / JShelton@Ci.boca-raton.fl.us

Reference Questions & Responses

1. Can you verify the vendor's position and primary responsibilities?

Response: Elite Landscape performed trimming, edging, mowing operations for the City of Boca Raton.

2. Was the candidate responsive when issues needed to be resolved?

Response: They were responsive to all issues that came up and very easy to work with.

3. How was the quality of work?

Response: They were consistently reliable, punctual, and able to work independently with minimal supervision.

4. Do they have adequate size operationally and equipment to perform their responsibilities?

Response: Yes

Reference Verification Completed By

Name: Mark Green

Title: Parks & Grounds Manager

Date: 11/17/2025

City of Fort Pierce
Parks & Grounds Division
Reference Check Form

Landscape Maintenance of Medians Bid 2025-039

Reference & Candidate Information

Candidate Name: Elite Landscape Services, INC.

Reference Name: Maurice Permenter

Relationship: Supervised Elite Landscape Services, INC.

Company/Organization: City of Boynton

Reference Phone/Email: 561-631-1505 / permenterm@bbfl.us

Reference Questions & Responses

1. Can you verify the vendor's position and primary responsibilities?

Response: Elite Landscape performed trimming, edging, mowing operations for the City of Boca Raton.

2. Was the candidate responsive when issues needed to be resolved?

Response: They were responsive to all issues that came up.

3. How was the quality of work?

Response: They were consistently reliable, punctual, and able to work independently with minimal supervision.

4. Do they have adequate size operationally and equipment to perform their responsibilities?

Response: Yes

Reference Verification Completed By

Name: Mark Green

Title: Parks & Grounds Manager

Date: 11/17/2025

City of Fort Pierce
Parks & Grounds Division
Reference Check Form

Landscape Maintenance of Medians Bid 2025-039

Reference & Candidate Information

Candidate Name: Elite Landscape Services, INC.

Reference Name: Mary Bixler, General Manager

Relationship: Supervised Elite Landscape Services, INC.

Company/Organization: TGC Group

Reference Phone/Email718-551-1266 / MBixler@TGCGroup.net

Reference Questions & Responses

No Response at this time.

Reference Verification Completed By

Name: Mark Green

Title: Parks & Grounds Manager

Date: 11/17/2025

City of Fort Pierce
Parks & Grounds Division
Reference Check Form

Landscape Maintenance of Medians Bid 2025-039

Reference & Candidate Information

Candidate Name: 2nd Mile MC, LLC

Reference Name: Diane Lystlund

Relationship: Supervised 2nd Mile MC, LLC.

Company/Organization: Indian River County

Reference Phone/Email: 772-226-1418 / dlystlund@indianriver.gov

Reference Questions & Responses

1. Can you verify the vendor's position and primary responsibilities?
Response: 2nd Mile performed trimming, edging, mowing operations for Fire Stations for Indian River County.

2. Was the candidate responsive when issues needed to be resolved?
Response: They were able to adequately resolve issues.

3.How was the quality of work?
Response: There were initially some issues that eventually were worked through, but the work was satisfactory.

4. Do they have adequate size operationally and equipment to perform their responsibilities?

Response: They are a smaller company but were able to service the Fire Stations for Indian River County.

Reference Verification Completed By

Name: Mark Green

Title: Parks & Grounds Manager

Date: 11/17/2025

City of Fort Pierce
Parks & Grounds Division
Reference Check Form

Landscape Maintenance of Medians Bid 2025-039

Reference & Candidate Information

Candidate Name: 2nd Mile MC, LLC

Reference Name: Tami Scott

Relationship: Supervised 2nd Mile MC, LLC.

Company/Organization: Collier County, Florida

Reference Phone/Email: 239-252-8845 / Tami.Scott@ColliercountyFL.gov

Reference Questions & Responses

No Response, Unable to verify scope of work

Reference Verification Completed By

Name: Mark Green

Title: Parks & Grounds Manager

Date: 11/17/2025

City of Fort Pierce
Parks & Grounds Division
Reference Check Form

Landscape Maintenance of Medians Bid 2025-039

Reference & Candidate Information

Candidate Name: 2nd Mile MC, LLC

Reference Name: Lisa Johnson

Relationship: Supervised 2nd Mile MC, LLC.

Company/Organization: FDOT

Reference Phone/Email: 352-493-6861 / Lisa.Johnson@dot.state.fl.us

Reference Questions & Responses

No Response, unable to verify scope of work

Reference Verification Completed By

Name: Mark Green

Title: Parks & Grounds Manager

Date: 11/17/2025

City Commission Regular Meeting - 5:05 PM **22. H.**

Meeting Date: 01/20/2026

Re: Purchase of Kubota SCL1000 with Mini Vibratory Plow Attachment, Piggyback Sourcewell Contracts,082923-KBA & Related Attachments 112624-KBA.

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval of the expenditure to piggyback Sourcewell Contracts, 112624-KBA, & Related Attachments 082923-KBA, for the purchase of one (1) Kubota SCL1000 with a Mini Vibratory Plow Attachment from Crystral Tractor, Leesburg, FL, in accordance with the attached quote, for an amount not to exceed $56,611.81 subject to future contract approval.

SUMMARY:

The Public Works Department is seeking approval for the purchase of one (1) Kubota SCL1000 with a Mini Vibratory Plow Attachment from Crystral Tractor, of Leesburg, FL, per the Sourcewell Contracts, 112624-KBA, & Related Attachments 082923-KBA in the amount of $56,611.81.

The Kubota SCL1000, equipped with a Mini Vibratory Plow (Trencher), will be utilized by the Parks and Grounds Division to assist with the installation of irrigation and drainage systems, placement of utility conduits, landscape renovations, and general infrastructure maintenance. Its compact design enables City crews to work efficiently in tight or landscaped areas while minimizing turf disturbance. This approach reduces restoration costs and helps maintain the aesthetics of the parks. Additionally, the trencher enhances productivity by decreasing labor time and eliminating the need for rented equipment or hired contractors.

Overall, the equipment provides a cost-effective and versatile solution that enables faster project completion and improved maintenance of city parks and public spaces.

RECOMMENDATION:

The Public Works Department recommends approval for the purchase of one (1) Kubota SCL1000 with a Mini Vibratory Plow Attachment from Crystral Tractor, Leesburg, FL, in accordance with the attached quote, for an amount not to exceed $56,611.81.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Public Works, Finance, and Purchasing Departments.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	001400564300
Amount:	56,611.81

FISCAL IMPACT:

The funds for this expenditure are available and will come out of the Parks & Grounds Equipment & Machinery/Heavy Equipment account: 0014005-564300.

Attachments

KUBOTA QUOTE

SOURCEWELL CONTRACT 082923

SOURCEWELL CONTRACT 112624

Sourcewell

Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

SCL1000 WEB QUOTE #2925611
Date: 11/24/2025 9:42:37 AM

– Customer Information –
Atkinson, Jason
31201
City of Fort Pierce
jakinson@cityoffortpierce.com
(727) 467-3794

Req # 26/1980

Quote Provided By
Crystal Tractor & Equipment
Scott Bradley
3701 W. Main Street
Leesburg, FL 34748
email: scott.bradley@crystaltractor.com
phone: 8633815771

– Standard Features –

Kubota

SC Series SCL1000

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES
4.3" LCD Color Monitor
Password Protected Keyless Start,
12 Volt Charging Port
Push Button Continous Flow Remotes
LED Front Working Light
CII Coupler (Standard)
Loader Arm Drop Valve
2 Lever Quick Coupler (Optional)
Walk Behind Mode
Auto-Engage Parking Break
Prompted Service Interval Reminders
Solid State Controller for Electrical System
Ergonomic T-Drive Steering Controls
Fully Welded Track Frame
Five Sealed Oil Bath Track Rollers
Dual Flange Front Idler
Bucket Cylinder Fitting Covers
Impact Resistent Hood
Vertical Lift Loader Arms
Hydraulic Pilot Operated Loader
Case Drain, LH loader arm (Standard)
Hose Guide Attachment (Standard)
24.8 HP Turbo Charged Engine NO DPF
9.8" Wide Tracks (Standard)

BASIC UNITS
SCL1000, Stand-On Compact Loader

OPERATIONAL DIMENSIONS
Operating Weight* 3035 Lbs.
Rated Operating Capacity (35% of Tipping Load) 1,000 Lbs.
Tipping Load 2,857 Lbs.
Auxiliary Hydraulics Flow 15.0 gpm
Travel Speed (Forward / Reverse) 4.9 / 4.9 mph
Reach @ Maximum Height 26"
Height to Hinge Pin 84.7"
Ground Clearance 7.4"
Low Idling Speed 1,250 rpm
Ground Pressure 4.0 PSI
54.5° Max Dump Angle 1,250 rpm

* Includes operator's weight, 175 lbs.

ENGINE
Kubota Model D902-T, Tier 4 Diesel Engine
3 Cylinder, 4 Cycle, Turbo Charged
23.7 Gross HP @ 2800 rpm
54.8 cu in Displacement

DIMENSIONS
Machine Height 55.8"
Width Over Tracks 35.8"
Width with 36" Standard Bucket 36"
Length (without Bucket) 84.9"
Length with Standard Bucket 107.7"

– Custom Options –

SCL1000 Base Price:	$42,717.00
Selected Kubota Attachments	
(1) 42" LOW PRFL SHORT FLOOR CII BKT W/BOE AP-CL142LC-42" LOW PRFL SHORT FLOOR CII BKT W/BOE	$990.00
(1) SCL 2-LEVER HITCH KIT C6720-SCL 2-LEVER HITCH KIT	$974.00
Selected Land Pride Attachments	
(1) 10 Series Compact Trencher, 48" Width AP-CTR1048-10-31-71-01-10 Series Compact Trencher, 48" Width	$8,983.00
Total Kubota Attachments:	$1,964.00
Total Land Pride Attachments:	$8,983.00
Total Attachments:	$10,947.00
Configured Price:	$53,664.00
Sourcewell Discounts:	
Kubota Items:	($10,723.44)
Land Pride Items:	($2,245.75)
Total Discount:	($12,969.19)
SUBTOTAL:	$40,694.81
Kubota Item Fees:	
Dealer Assembly:	$0.00
Freight Cost:	$550.00
PDI:	$400.00
Total Unit Price:	$41,644.81
Quantity Ordered:	1
Paladin/Bradco Mini Vibratory Plow for SCL1000	$14,967.00
Final Sales Price:	$56,611.81

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.41.33

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Sourcewell

Solicitation Number: RFP #082923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ag Tractors with Related Attachments, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/9/2023 | 2:16 PM CDT

Kubota Tractor Corporation

DocuSigned by:
By: Paul Manger
DB2930A6B34543B...
Paul Manger
Title: Executive Director
Date: 10/12/2023 | 10:08 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/12/2023 | 11:22 AM CDT

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RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, Texas 76051
Contact:	Trisha Davis
Email:	trisha.davis@kubota.com
Phone:	817-532-3879
Fax:	888-458-2682
HST#:	9 5 2 8 0 1 5 1 3

Submission Details

Created On:	Tuesday July 11, 2023 11:40:58
Submitted On:	Tuesday August 29, 2023 08:11:27
Submitted By:	Mark Adama
Email:	mark.adams@kubota.com
Transaction #:	282f92cd-0e1e-4aa8-a9c8-087bd118f06b
Submitter's IP Address:	209.249.99.117

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kubota Tractor Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Kubota Tractor Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Kubota Tractor Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable at this time.	*
5	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051	*
6	Proposer website address (or addresses):	www.kubotausa.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts 1000 Kubota Drive, Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 532-3879	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Account Sales 1000 Kubota Drive, Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease. The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development." He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country. Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues. In 1972 Kubota established the first overseas tractor sales base in the United States As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products. In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company. In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products.	*

11	What are your company's expectations in the event of an award?	Kubota Tractor Corporation is honored to have served our Sourcewell partnership and it's prospective members who have purchased our Kubota equipment through Sourcewell since 2012. Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help. Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Financial information has been attached. These documents include general information such as Dunn and Bradstreet number and Federal I.D. numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long Term Issuer rating of AA-. The short term rating is a very high 1+. A copy of the most recently available full year financial report has been included. Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability.	*
13	What is your US market share for the solutions that you are proposing?	Kubota Tractor Corporation is a major contributor to the overall Ag Tractors with Related Attachments, Accessories, and Supplies within the US and Canada. Market Share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Kubota Tractor Corporation is a major contributor to the overall Ag Tractors with Related Attachments, Accessories, and Supplies within the US and Canada. Market Share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kubota Tractor Corporation is a Distributor and marketer of Kubota Japan (KBT). We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are strong and independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years, and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids, and have formed many long term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ISO No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. SO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota s commitment to excellence in quality and design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. t is these kinds of actions that result in Kubota's operational excellence and our certifications.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None - Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awwwards. Judges from around the world evaluate websites on three categories: UI Design, UX Design, and Innovation. Kubota’s Kubota Future Cube was ranked eighth out of 365 entries for 2022’s Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards. #1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular L02 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520. 2023 - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)	

- F3710 Front Mount Mower Landscape Business: 20 for 2023 Award,
- F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award

2022
- L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022
- U10-5 Landscape Business: 20 for 2022 Awards, 2022
- U10-5 Green Industry Pros: Editor's Choice Awards, 2022
- U10-5Rental Magazine: Editor's Choice Awards, 2022
- U10-5 Equipment Today: Contractor's Top 50 New Products, 2022
- U10-5 Construction Equipment: Top 100 New Products, 2022
- U10-5 Compact Equipment: Innovative Iron Awards, 2022
- K008-5 Green Industry Pros: Editor's Choice Awards, 2022

2021
- SSV Series: Equipment Watch: Highest Retained Value Awards, 2021
- SVL97-2 Equipment Today: Contractor's Top Products, 2021
- SVL97-2 Rental Magazine: Editor's Choice Awards, 2021
- KX057-5 Rental Magazine: Editor's Choice Awards, 2021
- KX057-5 Construction Equipment: Top 100 New Products, 2021
- U55-5 Rental Magazine: Editor's Choice Awards, 2021
- U55-5 Construction Equipment: Top 100 New Products, 2021
- RTV-520 Pro Tools Review: Innovation Awards, 2021
- SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021
- SZ Series Green Industry Pros: Editor's Choice Awards, 2021
- Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 2021

2020
- SZ Series Pro Tools Review: Innovation Awards, 2020
- SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020
- SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020
- SCL1000 Construction Equipment: Innovative Iron Showcase, 2020
- SCL1000 Construction Equipment: Top 100 New Products, 2020
- SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020
- SCL1000 Rental Magazine: Editor's Choice Awards, 2020
- SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020
- CE Attachments Construction Equipment: Attachments Awards, 2020
- RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020

2019
- U35-4: Equipment Watch: Highest Retained Value Awards, 2019
- SVL65-2 Equipment Today: Top 50 New Products, 2019
- SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019
- SVL65-2Rental Magazine: Editor's Choice Awards, 2019
- SZ Series Green Industry Pros: Editor's Choice Awards, 2019
- B01 Series Construction Equipment: Top 100 New Products, 2019

2018
- SVL Series: Equipment Watch: Highest Retained Value Awards, 2018
- RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018
- RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018
- RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018
- RTV-X1120 Construction Equipment: Top 100 New Products, 2018

By Product Line:
ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments. *

Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models: Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak.

BX series - #1 selling sub-compact tractor in the U.S. for over ten years. - Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020
-Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.
- #1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. "

B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020

		Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study. L Series - "#1 selling compact tractor in the U.S. for over ten years." - "Disclaimer: Based on EDA tractor sales data of under 40 horsepower models from 2009 to 2021" - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study LX Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study L60LE Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. L60 Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. MX Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study M Series - "#1 rated reliability under 100 HP tractors in the USA." - Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study TLB Series - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study RTV-X - "North America's #1-Selling diesel UTV" - *Based on Power Products Marketing North American 2021 sales data for the pure utility vehicle (PUV) segment. Excavator - "Kubota is the world's #1 selling compact excavator for 18 years." - Disclaimer: According to 2021 data from Off-Highway Research including all Kubota Group brand sales. Tractor Brand - "Rated #1 for durability and owner experience" - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.	
20	What percentage of your sales are to the governmental sector in the past three years	Due to Kubota Tractor Corporations proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.	*

21	What percentage of your sales are to the education sector in the past three years	Due to Kubota Tractor Corporations proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of Pennsylvania Sales for 2022 - $2.4MM / 2021 - $6.5MM / 2020 - $1.5MM State of Oregon Sales for 2022 - $6.78K / 2021 - $1.2MM / 2020 - $3.49K State of Louisiana - 2022 - $ 382K / 2021 - $ 354K / 2020 - $349K MAPO Sales for 2022 - $2.98K / 2021 - $7.51K - 2020 - $1.2MM Buy Board Sales for 2022 - $7.2MM / 2021 - $6.5MM / 2020 - 6.6MM State of New York - Adopted Sourcewell Contract, Volume is included in Sourcewell Totals Sourcewell - 2020 - $34.8MM, 2021 - $35.6MM, 2022 - $37.4MM	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealership individually hold specific GSA and SOSA contracts and act independently as such we are not privy to their sales volumes.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Indianapolis	Eugene Murff	317-995-1239	*
City of Jonesboro, AR	Larry Rogers	870-935-3920	*
Scott County Highway Dept.	Kelvin King	423-663-3831	*
City of Ft. Worth	Shawn Watson	817-392-6560	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Orange County, CA	Government	California - CA	Construction and Grounds Maintenance equipment - Kubota Tractor	Individual transactions ranging from $12,000 - $75,000	$1,510,950.41	*
Metropolitan Utilities District	Government	Nebraska - NE	Construction and Grounds Maintenance equipment - Kubota Tractor	Individual transactions ranging from $12,000 - $75,000	$1,197,897.16	*
City of Greensboro	Government	North Carolina - NC	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$901,181.68	*
City of Cleveland	Government	Ohio - OH	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$868,652.23	*
Miami Dade County	Government	Florida - FL	Construction and Grounds Maintenance equipment - Kubota Tractor	Construction and Grounds Maintenance equipment - Kubota Tractor	$844,250.31	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Kubota s sales force contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally, Kubota directly employs 51 regional sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement. Finally, Kubota dealers are support by a network of product - specific sales specialists throughout the USA. These include Ag Product Specialist, Construction Equipment Business Develop Managers, as well as Compact Utility Specialists. All positions are designed to support the dealer in market trends, relevant industry updates, market support and price support to better position our dealers for sustained sales growth. Orange Protection Program Elite CEBDM Ag Specialists Service and Warranty
27	Dealer network or other distribution methods.	Kubota has three major distribution warehouse in the United State which incorporates Georgia on the East Coast, Kansas in the Central and Mid-West States and California on the West Coast. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 150 plus dealer who serve all of Canada.
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealer average over twice as many service technicians as sales representatives. With each Kubota dealers averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in it's 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The proposed order process is handled by our 1,100 plus established dealer network to best support Sourcewell members by allowing members to work closely with their local Kubota dealers throughout the ordering process. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and its dealers. Sourcewell Members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. If contacting Kubota Tractor Corporation directly we guide the customer and the dealer to work together in determining the customers needs and the best equipment suitable for their job requirements. Additionally, Kubota dealers proactively market the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed on how to guide prospective and qualifying members on how to become a Sourcewell member. The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer Build-my-Kubota (BMK) quote tool.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly or provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Kubota will fully service all participating sectors to include Government, Educational and Non-Profits. We are a Global Major Brand with a Global Presence to include the United States and Canada on this Sourcewell agreement. Kubota is fully committed to servicing all Sourcewell members equally and fully.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Kubota National Accounts also conducts district and regional meetings highlighting our Sourcewell relationship, in addition to highlighting our partnership at our annual Kubota Connect Dealer Conference. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota s corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota s in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level. To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members. Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manager for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU s has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Kubota is currently providing an e-commerce for it's customers via the kubotausa.com website for all parts and supplies. An e-procurement system is not currently in place for our purchasing of complete power units. However, Kubota does use an e- quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e- procurement.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kubota Tractor Corporation and your local Kubota dealer are committed to providing quality service to meet your needs. Kubota dealer technicians are linked to our state-of-the-art online Service Center, which provides access to technical information. Dealer technicians are also given extensive hands-on training from factory trained instructors to develop and maintain their knowledge and skills. We pride ourselves on providing you with timely and accurate diagnoses and repairs whenever it's needed. Training is available for all products found in this contract through our dealer network. Training is tailored to the member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by members.This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote. MyKubota is a free app available for iOS and Android from the Apple App Store (iOS) and Google Play Store (Android) with great features like adding to your equipment, browsing attachments and implements compatible with your machine(s) and much more. KubotaNOW Telematics is an advanced reporting and processing system for select Kubota equipment models, bringing value to the customer through increased awareness and insight into the performance of their Kubota equipment. Cost varies based on equipment type. Diagnose and repair your own equipment. Kubota On Board Diagnostic Software, repair manuals, and special tools are now available to purchase through your local dealer as well.	*

41	Describe any technological advances, safety features, autonomous solutions, or other smart solutions that your proposed products or services offer.	Creating solutions that open a new age or direction and bringing new value and inspiration to the lives of those who are involved in all scales of agriculture—Kubota continues to improve and develop its products with such passion. As information and communications technology (ICT) greatly affects the structure of society and economy inside and outside the country, Kubota is working on precision farming applying ICT. As Japanese farmers face decline in and aging of the labor force as well as challenges of improving cost and production efficiency, it has become increasingly difficult to revitalize the industry by repeating the skills learned from seasoned, high-skilled farmers or relying on intuition. Therefore, there is great expectation that supporting management that “scientifically interprets and visualizes agriculture,” based on solid data, will be a great force for the future.	*
42	Describe any industry-specific quality management system certifications obtained by your organization.	While the world has been suffering under the COVID-19 pandemic, other social and economic issues — including climate change, natural disasters, and problems concerning demographics, resources, and geopolitics — are also more pressing than ever. However, the world has set itself common goals such as the SDGs or the Paris Agreement, and companies have a growing need to fulfill their social responsibilities. The Kubota Group, on the landmark milestone of its 130th anniversary, launched its GMB2030 Long-Term Vision and Mid-Term Business Plan 2025. The Kubota ideal for the future is to be committed to a prosperous society and cycle of nature by aiming to be an “Essentials Innovator for Supporting Life.” By providing solutions that can address issues in food, water, and the environment — fields without which people cannot live — we believe that we can make ourselves indispensable to society. In addition to further developing our existing business, we hope to be able to provide three new types of solutions by having each business field work together and effect each other and building a variety of business partnerships and ecosystems, namely solutions aimed at enhancing the productivity and safety of food, promoting the circulation of water resources and waste, and improving urban and living environments. In order for Kubota to continue to be a sustainable company, we will promote initiatives with a greater awareness of ESG than ever before. As a company engaged in the reduction of environmental impact and the resolution of social issues in its business activities in the areas of food, water, and the environment, we have defined the Kubota Group’s unique ESG measures as K-ESG — measures that are rooted in the Group’s corporate philosophy (the Kubota Global Identity). K-ESG management will provide the ethical and behavioral model to accomplish the goals of our long-term visions, GMB2030 and, afterward, GMB. To realize GMB2030, we will aim to raise corporate value on both the economic and social fields by focusing on four areas — solving environmental and social problems through business, accelerating innovation to solve problems, gaining empathy and participation of stakeholders, and building governance that increases sustainability — broken down into twelve important matters (materiality).	*

43	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The Kubota Group wishes to become a more valuable company that contributes to the improvement of social development and the global environment in the field of food, water, and the environment. We place the greatest importance on environmental conservation regarding our business management and continue the following efforts. The Kubota Group wishes to become more valuable company that contributes to the improvement of social development and the global environment in the field of food, water, and the environment. We place the greatest importance on environmental conservation regarding our business management and continue the following efforts. 1. We will focus our efforts on building a decarbonized society. (1) The Kubota Group has a target, of controlling greenhouse gas emissions and net zeroing in 2050 throughout the value chains. In addition, the Kubota Group will disclose information on our efforts to reduce greenhouse gas emissions (Scope 1, Scope 2 and Scope 3) throughout the value chains. (2) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing CO2 emissions per production money amount by 25% or more compared to the base year 2014. (3) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing energy consumption per production money amount by 18% or more compared to the base year 2014. (4) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of increasing the recyclable energy availability of electric consumption to 1% or more. (5) The Kubota Group in Japan has a long-term target, for 2030, of reducing CO2 emissions from the business sites by 30% compared to the base year 2014. (6) To achieve the above targets, the Kubota Group fully utilizes available cutting edge technologies as follows: improve the efficiency of facilities such as production equipment, HVAC, and lighting devices; replace fuel for production equipment; improve the insulation efficiency of buildings and facilities; visualize energy and reduce unnecessary use of energy; recover waste heat; and use photovoltaic power generation and green electricity. (7) The Kubota Group will quantitatively identify the reduction effect of greenhouse gas emissions and actively provide the information on the reduction effects to clients in Japan and other countries to enlighten them in order to promote the reduction of greenhouse gas emissions through the dissemination of decarbonized products, services and technologies. We will improve the working fuel efficiency of agricultural and construction machinery and promote smart agriculture by using robots and ICT. We will also pursue research and development for decarbonization of power, such as electrification, hybridization and fuel cell application. (8) The Kubota Group supports the TCFD recommendations and actively discloses information related to climate change. 2030 Targets: Reduce CO2 emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2022, CO2 emissions of the Kubota Group were reduced by 23.6% compared to the base year FY2014. In FY 2022, Kubota designated 56 new Eco-Products, bringing the sales ratio of Eco-Products to 65.6% globally.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kubota Group Environmental Charter: -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. Products in 2022 certified as Eco-Products: -Tractor - Slugger Special manual transmission model SLHSP: Compliant with exhaust gas regulations. -Mini excavator: KX019-4 LPG (Europe) Compliant with exhaust gas regulations. -Diesel engine D902-K Series (NA, Europe, China) compliant with exhaust gas regulations.	*
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable	*

46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Powerful and reliable Kubota engines, the clean-running Kubota engine delivers superior horsepower and performance. It offers low noise and vibration levels as well as exceptional fuel efficiency. Anti-Theft System: Only "programmed keys" can start the engine. Even if keys are identically shaped, they can't start the engine unless they are programmed. In fact, if someone attempts to start the engine with an un-programmed key, it will activate the system's alarm. The alarm will continue to sound until the programmed key is inserted into the ignition and starts the engine. Auto Idling System: Save fuel with Kubota's Auto Idle. It automatically reduces engine RPM, when high engine speed is not required. When the control levers are in neutral for more than four seconds, the engine RPM idles. If you move any control lever, the engine RPM immediately returns. This innovative feature reduces noise and emissions, while lowering operating cost. Eco Plus: Kubota's unique ECO PLUS feature prioritizes fuel economy and supports the environment. You can activate ‘Eco Mode’ with the flick of a switch for fuel savings over the ‘Standard Mode	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	All Kubota Tractor Corporation products are covered by our Kubota warranty. Kubota is the sole manufacturer for all products in our proposal and no items in our proposal are made by other manufacturers. Kubota Limited Warranty: Every new product comes with standard warranty coverage. Find the length of the standard warranty coverage for each new Kubota. Kubota Orange Protection Program: Purchasing the Kubota Orange Protection Program gives you extended coverage, without interruption, for one or two years. Warranty documents providing details are included in this proposal. Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
52	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
53	Describe any service contract options or preventative maintenance programs your organization offers for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Terms of sale are net thirty days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC). The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language. When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for $100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates. When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the ktc governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with promo. Once this is entered, they can select terms from 24-60 months. They can choose hour options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. See the muni rate card on this bulletin: RFB-2023-L03 R2. Additionally our complete leasing guide is in there.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Kubota Dealers utilize our internal Build My Kubota configurator for standard quotes to our Sourcewell customers.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22% GR Series - 22% T Series - 22% Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22% Rotary tedders - 22% Rotary rakes - 22% Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.	*

65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell Members within our 1,100 plus location dealer network. This allows for members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell members receive their equipment quotes directly from the Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kubota tracks all Sourcewell transactions weekly downloaded from our division sales. These sales are tracked by Kubota dealer, purchasing entity, type of equipment purchased, and transaction amount.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of wholegoods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet. Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero-turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance. This proposal also includes a wide variety of tractors, attachments and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Forklift attachments for tractors provide forklift capability for moving product as needed. Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.	*
71	If you are providing used equipment, please provide details regarding the proposed program, including sales tracking and reporting procedures.	No, Kubota Tractor Corporation does not offer any used products for the Sourcewell contract.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The price books provided in additional documents shows these subcategories in better detail. Within the many sub categories that Kubota Tractor Corporation manufactures, they include: *Sub Compact and Compact Tractors (up to 62 HP) *Standard Utility Ag Tractors (up to 75 HP) *Mid-Size Utility Tractors (141.1 HP) *Ag Tractors (up to 168 HP) *Utility/specialty Ag Tractors (Narrow, Low Profile) *Hay Tools (Disc Mowers, Tedders, Balers) *Tractor Loaders Backhoes (up to 63 HP) *Construction Equipment (Compact Loaders both tracked and Skid Steer, along with Excavators and Wheel Loaders) *Off road Utility Vehicles *Mowers (Zero Turn, Walk Behind)	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

73	Offering including one or more Ag Tractor(s) with a published net PTO horsepower rating of at least 50.	(•) Yes ( ) No	Kubota offers a wide variety of M4, M5, M6 and M7 model Ag Tractors that range from 52 to 140 horsepower ratings.	*
74	Combines, chaser grain carts, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment.	(•) Yes ( ) No	Kubota offers a full line of Tedders, Rakes, Wheel Rakes, Round Balers, Wrappers. Also 3 PT Disc Mowers including Front Plain, Butterfly and Pull Type Plain. Rear 3PT Mower Conditioners, Front Mower and Disc Mower Conditioners.	*
75	Used equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.	( ) Yes (•) No	Kubota does not offer any used equipment in their cooperative purchasing agreements.	*
76	Related technology, to the extent that the offering of technology solutions is ancillary or complementary to an offering of Ag Tractor(s).	( ) Yes (•) No	KubotaNOW Telematics is an advanced reporting and processing system for select Kubota equipment models, bringing value to the customer through increased awareness and insight into the performance of their Kubota equipment. KubotaNOW Telematics enables an authorized myKubota user to access the following data elements for a KubotaNOW-enabled machine: GPS location Ignition status Ignition hours Battery voltage Engine hours * Engine status * Engine RPM * Fluid levels (i.e. Fuel, DEF) * Operating temperatures * Error codes * * model support varies Using the myKubota app, customers are able to track the location of their equipment, view telematics data, create geofences for determined areas of use, and even inhibit the ability to start the equipment. Customers are also able to access digital operator's manuals, model-specific maintenance information, and how-to videos for common maintenance tasks. A geofence is a useful feature to create a digital boundary indicating where a machine should be, and to be notified when a machine enters or exits the geofence. Multiple geofences can be created to create multiple zones for notification of entry and exit. Restart Inhibit is initiated by the myKubota user changing the state of the machine in the Restart Inhibit section of myKubota. The signal is sent from the user's mobile device to the KubotaNOW system. Then the KubotaNOW Telematics device next checks in, it receives the command to enable or disable the starting of the machine. Commands sent to the KubotaNOW telematics device will only be received at a scheduled update time by the device.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
No, we do not have any exceptions or modifications to propose at this time.	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 2023 Kubota PriceBooks.zip - Monday August 28, 2023 13:09:55
- Financial Strength and Stability - Kubota Financial Highlights.zip - Monday August 28, 2023 15:19:17
- Marketing Plan/Samples - Kubota marketing Plans.zip - Monday August 28, 2023 15:02:14
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Combined Warranty - Ext. Warranty.pdf - Friday August 25, 2023 11:32:05
- Standard Transaction Document Samples - M6111DTCF1 WEB QUOTE #2704302.pdf - Monday August 28, 2023 10:39:49
- Requested Exceptions (optional)
- Upload Additional Document - Kubota Addendums.zip - Monday August 28, 2023 11:41:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Trisha Davis , Product Sales Government Municipality - National Accounts , Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Kubota Tractor Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **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 C.F.R. § 5,

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"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 C.F.R. § 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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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 C.F.R. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

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$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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 C.F.R. § 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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Kubota Tractor Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Paul Manger DB2930A6B34543B...
By: _____	By: _____
Jeremy Schwartz	Paul Manger
Title: Chief Procurement Officer	Title: Executive Director
Date: 1/28/2025 | 7:10 PM CST	Date: 1/28/2025 | 3:12 PM CST

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RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, Texas 76051
Contact:	Trisha Davis
Email:	trisha.davis@kubota.com
Phone:	817-532-3879
Fax:	888-458-2682
HST#:	9 5 2 8 0 1 5 1 3

Submission Details

Created On:	Tuesday October 22, 2024 13:18:58
Submitted On:	Monday November 25, 2024 13:26:15
Submitted By:	Michael Bond
Email:	michael.bond@kubota.com
Transaction #:	6c8c299d-1c2e-4d96-808b-702dddc44484
Submitter's IP Address:	209.249.99.117

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Kubota Tractor Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Kubota Tractor Corporation	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Kubota Tractor Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	423820 others apply as well	
6	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051	*
7	Proposer website address (or addresses):	www.kubotausa.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts Gov't Specialist 1000 Kubota Drive; Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 876-5819	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Accounts Sales 1000 Kubota Drive; Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease. The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development." He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country. Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues. In 1972 Kubota established the first overseas tractor sales base in the United States As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products. In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company. In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products. For a full selection of Kubota literature please referee to KubotaUSA.com and kubotaengine.com for up to date history and product knowledge.	*

12	What are your company's expectations in the event of an award?	Kubota Tractor Corporation is honored to have served our Sourcewell partnership and its prospective members who have purchased our Kubota equipment through Sourcewell since 2012. Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota has an extensive array of dealer training tools to support continued growth. Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Team for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talking Tactics, Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help. Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 112624 - Grounds Maintenance Equipment and Related Attachments. If awarded, we will be able to offer a wide array of equipment to fit the needs of Sourcewell members.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial information has been uploaded. These documents include general information such as Dunn and Bradstreet number, and federal ID numbers. As well as more specific financial information such as creditors and banking information.	*
14	What is your US market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire product portfolio's in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire Ag & Turf product portfolio in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kubota Tractor Corporation is a United States licensed Distributor and marketer of Kubota Japan (KBT). We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years,and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids,and have formed many long - term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor. Kubota also has a dedicated full time staffed government department to represent all governmental needs.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Kubota maintains all licenses and certifications necessary to conduct business in the U.S. and Canada. Our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota s commitment to excellence in quality and design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None - Not Applicable
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awards. Judges from around the world evaluate websites on three categories: UI Design, UX Design, and Innovation. Kubota's Kubota Future Cube was ranked eighth out of 365 entries for 2022's Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards. #1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular LO2 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520. 2023 - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)-F3710 Front Mount Mower Landscape Business: 20 for 2023 Award, - F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award2022 - L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022 - U10-5 Landscape Business: 20 for 2022 Awards, 2022 - U10-5 Green Industry Pros: Editor's Choice Awards, 2022 - U10-5Rental Magazine: Editor's Choice Awards, 2022 - U10-5 Equipment Today: Contractor's Top 50 New Products, 2022 - U10-5 Construction Equipment: Top 100 New Products, 2022 - U10-5 Compact Equipment: Innovative Iron Awards, 2022 - K008-5 Green Industry Pros: Editor's Choice Awards, 2022 2021 - SSV Series: Equipment Watch: Highest Retained Value Awards, 2021 - SVL97-2 Equipment Today: Contractor's Top Products, 2021 - SVL97-2 Rental Magazine: Editor's Choice Awards, 2021

		- KX057-5 Rental Magazine: Editor's Choice Awards, 2021 - KX057-5 Construction Equipment: Top 100 New Products, 2021 - U55-5 Rental Magazine: Editor's Choice Awards, 2021 - U55-5 Construction Equipment: Top 100 New Products, 2021 - RTV-520 Pro Tools Review: Innovation Awards, 2021 - SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021 - SZ Series Green Industry Pros: Editor's Choice Awards, 2021 - Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 20212020 - SZ Series Pro Tools Review: Innovation Awards, 2020 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020 - SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020 - SCL1000 Construction Equipment: Innovative Iron Showcase, 2020 - SCL1000 Construction Equipment: Top 100 New Products, 2020 - SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020 - SCL1000 Rental Magazine: Editor's Choice Awards, 2020 - SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020 - CE Attachments Construction Equipment: Attachments Awards, 2020 - RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020 2019 - U35-4: Equipment Watch: Highest Retained Value Awards, 2019 - SVL65-2 Equipment Today: Top 50 New Products, 2019 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019 - SVL65-2Rental Magazine: Editor's Choice Awards, 2019 - SZ Series Green Industry Pros: Editor's Choice Awards, 2019 - B01 Series Construction Equipment: Top 100 New Products, 2019 2018 - SVL Series: Equipment Watch: Highest Retained Value Awards, 2018 - RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018 - RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018 - RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018 - RTV-X1120 Construction Equipment: Top 100 New Products, 2018 By Product Line: ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments. Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak. BX Series- #1 selling sub-compact tractor in the U.S. for over Ten years. Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020 -Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study. - #1 rated reliability under 100 HP tractors in the USA." Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Report Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. " B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.	*
22	What percentage of your sales are to the education sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Kubota holds a variety of state participating addendums. Including but not limited to New York state, Nevada, Kentucky, and Arkansas.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealerships individually hold specific GSA and SOSA contracts and act independently in their transactions under these contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami-Dade County	Bernalt Velasquez	(305) 794-2051	*
City of Hollywood	Jacques Pierre-Louis	(305) 761-9737	*
Arlington Independent School District	Todd Lane	(214) 435-8368	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Kubota's has over 1,100 dealer locations nationwide as well as our sales force within the Kubota Tractor Corporation National Accounts department. The sales coverage is in place for all 50 states and Canada by both our dealers sales force which averages four sales representatives per location which conservatively averages over 4,000 representatives. Kubota in Canada has 155 dealer locations with similar sales force averages. Additionally, Kubota Tractor Corporation directly employs 51 regional sales managers, five district sales managers, and five division sales managers. The Kubota sales force is essential for educating and instructing dealers in promoting and supporting government, educational,and non-profit entities. This combined sales effort will also drive new Sourcewell member growth and engagement with our Global Major Brand. Kubota dealers are also supported by a network of product sales specialist specific in Agricultural, Construction equipment business development managers, Compact Utility Specialist, Hay Tool Specialist, Turf Field Staff and Utility Vehicle Product and Sales Team Specialist throughout the United States and Canada. All positions are designed to fully support our dealers in market trends, relevant industry updates and sales campaigns, market support and pricing to better position our dealers for sustained sales growth within their regions. The Kubota dealers are all fully authorized sellers on our contract and can quote, accept PO's, and invoice Sourcewell member entities.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The Kubota dealer network encompasses approx. 500 dealer owners with approx. 1,145 dealer locations throughout the USA. Over 60% of our dealer owners own multiple dealer locations, and average 25 or more years of industry experience.	*
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealers average over twice as many service technicians as sales representatives. Kubota dealers invest heavily in training and recruiting of service technicians, with each averaging 9 service technicians on average. This has resulted in nearly 10,000 certified service technicians across Kubota's dealer network. Many of these have mobile service vehicles as well to service onsite. Kubota's Canadian dealer network has similar averages of service technicians in its 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations. Kubota also provides training on all equipment within our Kubota University entity who holds an annual training in Florida for both US and Canada dealers in the months of January through February where dealers are allowed to learn about Kubota's products as well as the competitor's equipment.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All of the Sourcewell transactions are handled by our dealer network directly. This allows Sourcewell members the opportunity to interact with their local Kubota dealerships. The local dealers within Kubota are very active members of their local communities, and have strong ties to them. Any purchasing entity that requests quotations from Kubota Tractor is automatically redirected to their local Kubota dealership for follow up, including them gaining an understanding of what the purchasing entity is seeking, including what kind of attachments and accessories it seeks. From there, the dealership is able to build an accurate quote based on what the Sourcewell member has requested. If the Sourcewell member approves of the quotation, our Kubota dealers are well skilled to not only procure the equipment internally, but also very capable in assembling the requested attachments and accessories. Once fully assembled and inspected, our dealers not only provide transportation to the Sourcewell member, but will also assist them with equipment familiarization, maintenance tips, and any other assistance in the safe operation of the equipment. Kubota offers extensive maintenance contracts for those purchasing entities for those who choose it. It allows Sourcewell members to take their equipment to the dealer of their choice to provide routine maintenance at various usage thresholds (50 hours, 100 hours, etc.) Sourcewell members will contact their local Kubota dealers directly for a quote. If Kubota National Accounts are contacted by a Sourcewell member, we assist them in directing them to their local dealer. The local Kubota dealership will provide the Sourcewell member with a Kubota authorized quotation, reflecting the proper discounts on the contract. The quotes are created utilizing the internal quote tool utilized by Kubota, "Build My Kubota (BMK) quote tool.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The customer service aspect of our Sourcewell relationship remains vital to our dealer network. Our dealers work on the front line for KTC by handling customers at a personal level. Our dealer metrics program has been updated for 2025 and will reward our top performing dealers, giving them the incentive to be the best in multiple categories. Beyond our dealers, support is provided by the various departments at KTC. Customer service outlets such as the Technical Service Center, Customer Satisfaction, parts/warranty departments are there to provide Sourcewell a quick solution. Response time during business hours will be typically be immediate, and never to exceed 4 hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Kubota will fully service and honor all Participating Entities if awarded under this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Kubota is able to provide service to all participating entities including state/county/local government, educational, and non-profit sectors. As a Global Major Brand with a global presence, Kubota is committed to serving all Sourcewell members equally and fully in the US and Canada.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	This marketing plan leverages Kubota's established reputation, government and educational sector growth, and Sourcewell's cooperative purchasing advantages to attract and retain government, educational, and non-profit clients. 1. Marketing Strategy for Sourcewell Opportunities • Targeted Outreach to Government and Educational Entities: Kubota's marketing approach includes promoting Sourcewell cooperative contracts to government agencies, municipalities, non-profit organizations, and educational institutions to highlight streamlined purchasing processes, competitive pricing, and high-quality equipment that Sourcewell contracts offer. • Local Dealer Involvement and Training: Kubota collaborates with its extensive dealer network to ensure they are knowledgeable about Sourcewell contracts. Dealers are trained to reach out to local government, school districts, and non-profits to showcase the ease and benefits of using Sourcewell contracts for their equipment needs. • Digital Marketing and Online Visibility: Kubota leverages its online platform and digital advertising to target Sourcewell-eligible organizations. This includes informative content on Kubota's website, social media channels, and educational videos on how government and educational entities can benefit from Sourcewell contracts. • Trade Shows and Industry Events: Kubota participates in trade shows focused on municipal, educational, and non-profit sectors, showcasing equipment suitable for these audiences and providing Sourcewell information directly to attendees. • Cooperative Purchasing Webinars: Kubota hosts webinars or partners with Sourcewell to conduct informational sessions aimed at educating prospective buyers on the benefits of cooperative purchasing. This includes case studies of successful implementations in similar entities. 2. Growth in Government, Non-Profit, and Educational Sales • Government Sales Growth: Kubota has seen growth in government sales, driven largely by increased awareness of cooperative purchasing benefits through Sourcewell. This includes increased contracts with municipal maintenance departments for equipment such as mowers, compact tractors, and utility vehicles that support grounds maintenance, landscaping, and snow removal. • Non-Profit Sector Sales: Kubota's partnerships with non-profit organizations have expanded, particularly in sectors needing durable outdoor equipment, like conservation organizations and community development groups. The Sourcewell contract's streamlined process allows non-profits to acquire essential equipment within budget constraints. • Educational Institutions: Kubota has seen increased interest from K-12 schools, universities, and other educational facilities for groundskeeping and facility maintenance solutions. School districts, in particular, benefit from using Sourcewell contracts to purchase mowers, compact tractors, and utility vehicles for campus upkeep. 3. Contracts and Initiatives Supporting Growth • Dedicated Sourcewell Contracts: Kubota's dedicated Sourcewell contract enables eligible entities to access equipment at pre-negotiated rates without a lengthy bid process. This contract has facilitated growth in Kubota's public sector sales by providing a reliable framework for purchasing. • Sustainability Initiatives: Kubota's commitment to environmentally friendly technology has supported growth in the non-profit sector, as organizations increasingly seek eco-friendly options. Kubota promotes its energy-efficient engines and low-emission equipment in marketing materials targeting these sectors. • Community and Educational Support Programs: Kubota has initiated community outreach programs, including partnerships with technical schools and universities. These initiatives not only promote Kubota's equipment but also support educational development in agricultural and construction fields. 4. Messaging and Key Selling Points for Sourcewell-Eligible Entities • Emphasis on Ease and Efficiency of Cooperative Purchasing: Kubota's marketing emphasizes the simplicity and time savings of using Sourcewell contracts, which eliminate the need for a lengthy bid process. • Showcasing Product Reliability and Versatility: Marketing materials emphasize Kubota's reputation for durable, versatile equipment, which is ideal for government and educational needs. Examples include tractors and mowers that can be used across multiple applications, from landscaping to snow removal. • Highlighting Long-Term Value and Service Commitment: Kubota promotes its long-term value proposition by highlighting service plans, genuine parts availability, and extended warranties, which are particularly appealing to budget-conscious government and non-profit buyers.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota uses a range of digital technologies to support and enhance its Sourcewell marketing efforts, effectively reaching government, non-profit, and educational entities. Through these technology-driven strategies, Kubota enhances its Sourcewell marketing by building awareness, engaging directly with potential buyers, and providing convenient resources for decision-making. This integrated approach improves Kubota's reach and effectiveness in the public and institutional market segments. Here are some key strategies and examples of Kubota's technology-driven marketing efforts: 1. Social Media for Brand Awareness and Engagement • Targeted Content on Social Media Platforms: Kubota actively uses social media channels, including LinkedIn, Facebook, Twitter, and Instagram, to promote Sourcewell opportunities to government and educational entities. LinkedIn, for example, allows Kubota to connect directly with public sector professionals and share relevant posts about cooperative purchasing benefits and case studies of successful Sourcewell partnerships. • Campaigns Highlighting Sourcewell Benefits: Kubota runs targeted ad campaigns focused on Sourcewell contracts, emphasizing the streamlined purchasing process and cost savings. These campaigns may highlight specific equipment suitable for government and educational use (e.g., mowers for school campuses, utility vehicles for municipalities). • Customer Testimonials and Case Studies: Kubota shares posts and videos on social media that showcase real-life testimonials from Sourcewell users in government and non-profit organizations, creating relatable content that resonates with potential buyers. 2. Metadata and SEO to Improve Online Visibility • Optimized Website Content for Sourcewell Searches: Kubota's website content, especially pages related to government and institutional purchasing, is optimized with keywords like "Sourcewell contracts," "government equipment purchasing," and "Kubota cooperative contracts." This helps Kubota rank higher in search results for public procurement professionals looking for relevant information. • Structured Data and Meta Tags: Kubota uses metadata, structured data, and meta tags to provide search engines with clear signals about their Sourcewell offerings. By tagging pages with terms that are commonly searched by municipal and educational buyers, Kubota can increase organic visibility for users researching cooperative purchasing options. • Landing Pages and Conversion Optimization: Kubota has developed specific landing pages that detail the benefits of Sourcewell contracts, making it easy for visitors to access relevant information and connect with a representative. These pages are optimized for conversions, with clear calls to action, contact forms, and interactive tools to locate nearby dealers. 3. Email Marketing for Direct Outreach • Targeted Email Campaigns: Kubota uses email marketing to target Sourcewell-eligible entities, such as government departments, school districts, and non-profits. By segmenting these lists, Kubota can deliver personalized content, like special contract offers, product updates, and case studies showing the impact of Kubota equipment in similar sectors. • Automated Drip Campaigns: Email automation allows Kubota to nurture leads over time. For example, if a government official downloads a Sourcewell brochure, they may enter a series of follow-up emails with information on specific products, dealer contacts, and the benefits of cooperative purchasing. 4. Website and Analytics Tools • Sourcewell Resource Pages with Downloadable Content: Kubota's website features dedicated Sourcewell resource pages that include downloadable PDFs, video case studies, and product catalogs tailored to government and institutional buyers. This content provides valuable information while giving Kubota insights into user engagement through download tracking. • Analytics and Conversion Tracking: Using analytics tools like Google Analytics, Kubota tracks the effectiveness of their Sourcewell-related web traffic, measuring conversion rates, page views, and user flow. This data helps Kubota refine its content strategy to better attract and convert potential Sourcewell buyers. 5. Geotargeting and Digital Ads • Geotargeted Digital Ad Campaigns: Kubota uses geotargeted ads to reach Sourcewell-eligible entities within specific states or regions. These ads highlight the unique advantages of Sourcewell contracts and the equipment suited to local government needs. • Programmatic Advertising: Kubota leverages programmatic advertising to display ads to users who have shown interest in government and institutional procurement. This approach helps Kubota maximize ad spend efficiency by reaching users likely to benefit from Sourcewell opportunities. 6. Webinars and Virtual Demos • Educational Webinars on Sourcewell Contracts: Kubota conducts webinars to explain the Sourcewell contract process, with presentations on cooperative purchasing benefits, equipment overviews, and case studies. These webinars are recorded and hosted on Kubota's website for future access, creating a valuable resource for ongoing engagement. • Virtual Demos of Equipment: Kubota offers virtual demonstrations of equipment well-suited to government, non-profit, and educational uses, such as mowers, tractors, and UTVs. These demos are accessible online, allowing buyers to view equipment capabilities remotely and understand their practical applications in their respective sectors.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Kubota can expect Sourcewell to actively promote their contracts through a variety of established channels and initiatives. Sourcewell has a dedicated team and platform specifically designed to help suppliers reach government, non-profit, and educational sectors. By leveraging Sourcewell's promotional efforts, Kubota can strengthen its sales and marketing processes to maximize engagement and effectiveness.	

Sourcewell's promotional efforts create a strong foundation for Kubota to build upon, providing access to a large network of public sector buyers. By closely aligning Kubota's sales and marketing processes with Sourcewell's channels, messaging, and events, Kubota can increase its market penetration in government, educational, and non-profit sectors. Kubota's proactive use of Sourcewell promotions will reinforce its reputation as a cooperative-friendly supplier, making it easier for public entities to choose Kubota for their equipment needs.

1. Sourcewell's Marketing and Outreach Initiatives

- Website Promotion and Contract Listings: Sourcewell lists Kubota's contracts on their website, which is a central hub for government, education, and non-profit buyers seeking cooperative purchasing options. This exposure helps prospective buyers discover Kubota's offerings and understand the benefits of the contract.
- Email Campaigns to Eligible Entities: Sourcewell conducts targeted email campaigns to promote new and existing contracts to eligible entities. These emails reach municipal, educational, and non-profit organizations nationwide, raising awareness of Kubota's available equipment under Sourcewell.
- Direct Outreach through Representatives: Sourcewell has a team of regional representatives who work directly with public sector organizations to introduce them to new contracts. These representatives can present Kubota's contract to potential buyers, answer questions, and highlight the advantages of cooperative purchasing.
- Trade Shows and Conferences: Sourcewell participates in industry trade shows and conferences where government, educational, and non-profit decision-makers gather. Kubota's Sourcewell contract may be featured in these events, further increasing its visibility.
- Educational Webinars and Training: Sourcewell hosts webinars to educate potential buyers on cooperative purchasing, sometimes inviting suppliers to participate. This provides a valuable platform for Kubota to present its product lineup, demonstrate value, and interact with potential buyers directly.

2. Using Sourcewell's Promotion in Kubota's Sales and Marketing

Kubota can maximize the impact of Sourcewell's promotional efforts by integrating them into their own sales and marketing strategies as follows:

- Link to Sourcewell Contracts in Digital Campaigns: Kubota can link to their Sourcewell contract page from digital campaigns, including social media posts, email marketing, and targeted ads. This direct connection provides immediate access for potential buyers, emphasizing the ease of the cooperative purchasing process.
- Highlight Sourcewell Partnership in Sales Presentations: Sales representatives can incorporate Sourcewell's role and promotional efforts in their presentations to public sector clients. Emphasizing this partnership can assure buyers that Kubota is well-integrated with a respected cooperative purchasing agency, making it a reliable and simplified choice.
- Collaborate on Joint Marketing Materials: Kubota can create joint marketing materials with Sourcewell's brand and logo, highlighting that Kubota equipment is readily accessible under an established cooperative contract. These materials can be distributed at trade shows, conferences, and in digital format, lending credibility to Kubota's public sector offerings.
- Leverage Sourcewell's Trade Show Presence: Since Sourcewell attends major trade shows, Kubota can work with Sourcewell representatives to ensure that their booth and promotional materials feature Kubota's equipment prominently. Kubota's team can also attend these shows, using Sourcewell's presence as a strategic advantage to connect with more leads.
- Incorporate Sourcewell Testimonials and Case Studies: Sourcewell's direct outreach may result in testimonials or case studies from satisfied buyers in government, educational, or non-profit sectors. Kubota can incorporate these testimonials into its marketing collateral, showcasing real-world examples of successful Sourcewell purchases to build trust and demonstrate proven benefits.

3. Process Enhancements to Align with Sourcewell Promotion

- Streamline Sales Training on Sourcewell Benefits: Kubota should train its sales team extensively on the benefits and process of Sourcewell contracts so they can confidently discuss the cooperative purchasing option with prospects. This will enhance sales readiness and ensure representatives can answer any questions buyers may have about Sourcewell.
- Use Sourcewell Contract as a Selling Point: Emphasizing Sourcewell's streamlined purchasing process as part of Kubota's value proposition can speed up sales cycles and help prospects understand the simplicity of acquiring Kubota equipment.
- Track Leads from Sourcewell Channels: By closely tracking leads that originate from Sourcewell promotions (e.g., inquiries from Sourcewell's website or trade shows), Kubota can evaluate the effectiveness of this partnership and refine its strategy based on the data.

4. Collaborative Events and Campaigns

- Join Sourcewell in Webinars and Educational Sessions: Kubota can co-host or participate in Sourcewell's webinars and educational sessions, offering direct insights to potential buyers. By showcasing their expertise and specific product offerings in these forums, Kubota can build rapport with a wider public sector audience.
- Coordinate Seasonal Campaigns with Sourcewell: Kubota can plan seasonal campaigns (e.g., promoting snow removal equipment in winter) in coordination with Sourcewell's outreach to maximize visibility. These campaigns can highlight relevant products, demonstrate their application in municipal and educational settings, and align with seasonal needs.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-Procurement Access for Sourcewell Members Kubota works with its dealers and partners to ensure that Sourcewell members can order through e-procurement platforms, allowing for an efficient and compliant purchasing experience. Kubota products are accessible to Sourcewell members through authorized dealers who support various e-procurement platforms. This approach aligns with Kubota's focus on streamlined cooperative purchasing, allowing government and institutional buyers to complete purchases with ease and compliance through the systems they commonly use. Here's how this typically functions: 1. Dedicated Sourcewell Contract Platform: Kubota's Sourcewell contract details are available on the Sourcewell website, which links directly to Kubota's authorized dealer network. This network facilitates ordering for Sourcewell members by providing transparent pricing and pre-negotiated terms. 2. Integration with E-Procurement Systems: While Kubota does not have a direct e-commerce site, many of Kubota's authorized dealers and suppliers are integrated with various public-sector e-procurement platforms used by Sourcewell members, such as ProcureNow or OpenGov. Through these systems, Sourcewell members can browse Kubota equipment options, review pricing, and place orders with ease. 3. Simplified Quote and Purchase Order Process: For Sourcewell members, Kubota's streamlined purchasing process includes the ability to request quotes and complete purchase orders directly with authorized dealers. These dealers handle all necessary paperwork and contract compliance with Sourcewell terms, providing a simplified experience. 4. Support for Cooperative Purchasing Platforms: Kubota's dealers also provide direct support for cooperative purchasing platforms, guiding Sourcewell members through any specific procurement steps. This includes assistance with purchase orders, invoicing, and contract compliance, all compatible with the e-procurement systems preferred by public sector entities. 5. Future E-Procurement Advancements: Kubota continues to explore additional ways to facilitate e-procurement for Sourcewell contracts. For example, some dealers are actively working toward creating more seamless online ordering solutions, including online product catalogs and virtual ordering portals tailored to Sourcewell members' needs.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kubota Tractor Corporation and your local Kubota dealer are dedicated to delivering exceptional service to meet your needs. Our dealer technicians are connected to a state-of-the-art online Service Center, granting them access to vital technical information. They also undergo extensive hands-on training from factory-certified instructors to enhance and maintain their expertise. We pride ourselves on providing timely and accurate diagnostics and repairs whenever necessary. Training is available for all products listed in this contract through our dealer network, tailored to each member's current knowledge and needs. Operator training is included with the delivery of every product, and more advanced training options can be requested. Additional on-site training can also be arranged and discussed with dealers, potentially included as a separate line item in a Sourcewell member quote. Additionally Kubota will be instituting a national accounts training program geared towards assisting Sourcewell entities on Kubota diagnostic, service, and warranty processes. The MyKubota app is a free tool available on iOS and Android through the Apple App Store and Google Play Store. It offers features like equipment tracking, browsing compatible attachments, and more. KubotaNOW Telematics provides advanced reporting and insights for select equipment models, enhancing customer awareness of their machinery's performance, with costs varying by equipment type. You can also purchase Kubota On Board Diagnostic Software, repair manuals, and specialized tools through your local dealer for self-diagnosis and repair of your equipment.	*
42	Describe any technological advances that your proposed Solutions offer.	Kubota is dedicated to crafting solutions that herald a new era in agriculture, providing enhanced value and inspiration to all participants across various scales of the industry. With a steadfast commitment to innovation, the company continually refines its products. As information and communications technology (ICT) significantly reshapes societal and economic structures both domestically and internationally, Kubota is pioneering precision farming techniques that leverage ICT. In Japan, the agricultural sector grapples with a declining and aging labor force, alongside the pressing need to improve cost-effectiveness and production efficiency. The traditional reliance on the expertise of seasoned farmers and intuitive practices has become increasingly untenable. Consequently, there is considerable optimism surrounding the potential of data-driven management approaches that scientifically analyze and visualize agricultural processes, positioning them as a vital force for the industry's future.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	The Kubota Group aspires to enhance its value by contributing to societal advancement and environmental sustainability, particularly within the realms of food, water, and environmental management. As part of our commitment, we prioritize environmental conservation as a core tenet of our business strategy, undertaking the following initiatives: 1. Commitment to a Decarbonized Society (1) The Kubota Group is dedicated to achieving net-zero greenhouse gas emissions across our value chains by 2050. We will also transparently report on our efforts to reduce emissions across Scopes 1, 2, and 3. (2) By 2025, our global production facilities aim to reduce CO_2 emissions per production value by at least 25% compared to 2014 levels. (3) Additionally, we target an 18% reduction in energy consumption per production value by 2025, compared to 2014 benchmarks. (4) Our facilities will increase renewable energy usage to at least 1% of total electricity consumption by 2025. (5) For our Japanese operations, we have set a long-term goal of reducing CO_2 emissions by 30% by 2030, based on 2014 levels. (6) To meet these goals, we are leveraging cutting-edge technologies to enhance the efficiency of production equipment, HVAC, and lighting systems; adopting cleaner fuels; improving building insulation; monitoring and minimizing energy use; capturing waste heat; and implementing solar and green electricity solutions. (7) In alignment with our global mission, we will quantify our greenhouse gas reduction impacts and share this data with stakeholders worldwide. This information aims to promote decarbonization by encouraging the adoption of eco-friendly products, services, and technologies. Our efforts include improving fuel efficiency in agricultural and construction machinery, advancing smart agriculture through robotics and ICT, and developing decarbonized energy solutions, including electrification, hybridization, and fuel cell applications. (8) Finally, we endorse the recommendations of the TCFD (Task Force on Climate-related Financial Disclosures) and actively disclose our climate-related strategies and progress. Through these initiatives, the Kubota Group is determined to drive meaningful change toward a sustainable, low-carbon future for the communities we serve. 2030 Targets: Reduce CO2 emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2023, CO2 emissions of the Kubota Group were reduced by 28% compared to the base year FY2014. In FY 2023, Kubota designated 37 new Eco-Products, bringing the sales ratio of Eco-Products to 70.1% globally.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kubota Group Environmental Charter: -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. The following are a select few products that where certified as Eco-Products in 2023: -M5002 Series: Compliant with exhaust gas regulations(North America) -LX2620: Compliant with exhaust gas regulations(North America) -M7 Series: Compliant with exhaust gas regulations(North America) -RTV-X: Compliant with exhaust gas regulations(North America) -RTV-X1130: Compliance with RoHS -SVL 75-3: Compliant with exhaust gas regulations(North America) -Diesel Engine EP-2309: Fuel consumption reduced by 12%	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kubota’s advanced and reliable engines offer exceptional horsepower and performance with low noise, vibration, and outstanding fuel efficiency. Anti-Theft System: The engine can only be started with “programmed keys.” Even if a key has the same shape, it won’t start the engine unless it’s properly programmed. If an unprogrammed key is used, the anti-theft alarm will activate and continue until a programmed key is inserted and the engine is started. Auto Idling System: Save fuel with Kubota’s Auto Idle feature, which automatically lowers engine RPM when full power isn’t needed. After four seconds of inactivity with the control levers in neutral, the engine idles. Moving any control lever will instantly restore the engine to full RPM. This feature reduces noise and emissions, enhancing operational efficiency. Eco Plus: Kubota’s unique ECO PLUS feature maximizes fuel efficiency and supports environmental responsibility. With a simple switch, you can activate ‘Eco Mode’ for enhanced fuel savings over the standard mode.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Safety is a top priority at Kubota. All machines come from the factory with Roll over protection system(ROPS), Seatbelt, OPC/Neutral safety switches, and any other necessary safety equipment to keep the operator safe. Seat belts are an integral part of any ROPS and should always be used. However, the seat belt should not be used when a foldable ROPS is down or a fixed ROPS is removed. All PTO shafts feature a safety guard and should be used at all times. The Anti-Stall system and other stability assistance features ensure the smooth operation of the machine. New models, such as the LX3310, feature enhanced noise reduction with improved window seals and the 4-pillar design with rounded glass offers more space and panoramic views of your surroundings. Kubota also offers various safety option kits such as backup/travel alarms, lights, etc. to further workspace safety.	

47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	The BX2380 and BX2680 models feature a deluxe operator's station, equipped with tilt steering and a high-back seat with armrests, creating a comfortable operator experience that transforms any chore into an enjoyable task. Meanwhile, the LX20 Series' factory-installed cab enhances year-round comfort, providing premium amenities such as air conditioning, heating, front LED headlights, and work lights. Its wide, spacious flat deck, reclining high-back suspension seat with armrests, tilt steering, and cruise control ensure that operators remain at ease. Additional features include telescopic stabilizers, mid and rear PTO, an integrated loader joystick, and intuitive, color-coded controls. The SCL1000 model offers a 4.3" color LCD monitor with keyless start, passcode protection, and consolidated machine monitoring with service reminders, making it easy to keep the equipment in top condition. A convenient 12-volt charging port comes standard. The patented T-drive handle delivers intuitive, ergonomic steering, while hydraulic pilot-operated loader and drive control valves ensure precise, responsive operation. In the SVL Series, operators enjoy a spacious cab with a luxurious, adjustable full-suspension seat and ample legroom, designed for comfort and convenience. This is reflected in the SVL 97-3 that contains a one piece cab that reduces dust collection in the cab, reduces decibels within the cab, and allows for easy clean out. Lastly for excavator operators, the KX033-4 model offers a redefined experience with a larger entrance, more legroom, and enhanced ergonomics that make routine tasks simpler. Its refined cabin combines functionality and comfort, setting a new standard in operator satisfaction. Finally, the RTV product line has received notable enhancements with the release of the new 2025 RTV-X series. This updated series now features a redesigned T-handle parking brake, strategically positioned to the left of the steering wheel for improved accessibility and ease of use. Additionally, the headrest has been refined, offering a fresh upgrade to enhance comfort and support.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Kubota offers three core solutions—Pure Engine Solutions, Hybrid Solutions, and Fuel Solutions—each uniquely designed to advance carbon neutrality. Pure Engine Solutions aim to enhance the fuel efficiency of existing engines. A notable example is the D902-K, an electronically controlled small engine, which entered mass production in 2022. It utilizes Kubota's proprietary combustion system, TVCR, which incorporates a common rail electronic control system typically found in larger diesel engines, adapted specifically for smaller engines. This technology minimizes black smoke emissions, reduces fuel consumption, and maintains a compact engine design. Hybrid Solutions integrate an engine with an electric motor to optimize performance. In scenarios requiring immediate high output and load, the electric motor supplements the engine's power, allowing a smaller engine—such as a 2.4L or 1.8L class—to replace a 3L class engine. This approach promotes downsizing and greater fuel efficiency. Fuel Solutions focus on alternative fuels to reduce reliance on fossil fuels. For example, the D1105-K engine runs on hydrotreated vegetable oil (HVO), a fuel produced by introducing hydrogen to vegetable oil. As plants, the source of HVO, absorb CO_2 while growing, this fuel essentially offsets the CO_2 released during combustion, making HVO-compatible engines a sustainable, carbon-neutral solution. In addition, Kubota is developing hydrogen-fueled industrial engines, drawing on its long standing expertise. These engines emit no CO_2 during combustion, marking a significant step toward decarbonization. Kubota is also committed to sustainable manufacturing by utilizing recycled materials in engine components. Ductile iron pipes, fittings, and various machine-cast products—such as crankcases, cylinder heads, and transmission cases—are produced primarily from recycled scrap iron, sourced both internally and externally. The recycling process effectively removes impurities, preserving the quality of the iron. As part of Kubota's Medium-Term Environmental Conservation Targets for 2025, the company aims to maintain a recycled material usage rate of at least 70%, promoting sustainability in production. (**See supporting documents for more information**)
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	Kubota's dealer network ensures efficient access to parts and service, enabling timely support for all machines. Dealers are equipped with KPAD and a streamlined parts ordering system to enhance order processing speed. Additionally, with the integration of Smart Supply in select partner dealerships, Kubota aims to proactively stock high-demand parts—helping dealers maintain inventory before shortages arise. For any questions or assistance with parts ordering, Kubota offers dedicated technical support through our divisional offices. *For details on warranty information, please refer to the supporting documents.*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Kubota Tractor Corporation fully supports all Women- and Minority-Owned Business Enterprises (WMBE) and Small Business Enterprises (SBE). However, as a subsidiary of Kubota Japan, we do not currently track this information internally. Nonetheless, we remain fully committed to supporting these businesses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	In regards to MBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
52		Women Business Enterprise (WBE)	◉ Yes ○ No	In regards to WBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	In regards to DOBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Even though Kubota is not a VBE Kubota strives to help the veteran community whenever possible. Most recently reflected with a partnership with Boot Campaign, designed to help and support military families.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	In regards to SDVOB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	In regards to SBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	In regards to SDB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	In regards to WOSB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Kubota Tractor Corporation payment terms of sale are net thirty days and accepted payments may vary based on individual dealer network. The standard is cash typically by check or ACH payment, P-Card or Business credit card as well as finance and lease options via Kubota Credit Corporation (KCC).	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC). The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer stamdard lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language. When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for $100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates. When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the KTC governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with any additonal promotions. Once this is entered, they can select terms from 24-60 months. They can choose four options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. We have some current changes which took efferct on October 1, 2024 as follows: Promo Municipal Leasing Leasing APRs for the Promo Municipal Leasing Program are being lowered to match the current APRs for the Commercial Leasing Program. This change will lower the price point for this program across all models and reduce the complexity of managing different rates across promo programs. Standard Municipal Leasing Leasing APRs for the Standard Municipal Leasing Program have been lowered, and residuals have been increased to match the residuals on the Promo Municipal Leasing Program. These changes are designed to significantly reduce the price point for this program across all models and, when combined with the government discount, make price points more consistent with the Promo Leasing Program for most models. Please refer to RFB-2024-L03-R2 for complete details on these updates and refer to the applicable sales bulletins for incentive eligibility rules.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Kubota Dealers utilize our internal Integrated Kubota Quote (IKQ) or Build My Kubota (BMK) configurator for standard quotes to our Sourcewell customers. Each dealership salesperson has their individual access and login to this quote tool which provides the Dealer Name, Address, Salesperson's Name and Email address along with phone number for ease of identifying the quoting dealer and how to reach them directly for questions or confirmation of purchase. The individual dealer invoices and accepts purchase orders and payments directly from their individual customer's and handle the transaction from start of quote to final billing directly with the Sourcewell customer. Please see a sample of an attached Kubota integrated web quote.	*

62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation. Each dealership operates independently and therefore it's at the dealer discretion whether the finance charges assessed by the credit card (P-Card) transaction will be passed on to the customer or absorbed by the dealership. This fee should be a separate line item identified by the dealership and can range from 3 -5 percent in processing fees. The Sourcewell customer should confirm these fees if any with the participating dealership.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota pricing structure will range from 22-24 percent discount off Published MSRP price for each series and product family in our proposed solution. These discounts can be found in the supporting pricing documentation submitted.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from our published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22%, GR Series - 22%, T Series - 22%, Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22%, Rotary tedders - 22%, Rotary rakes - 22%, Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota will offer it's best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Kubota Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request in order to complete the purchase of a Kubota item. Acceptance of these quoted sourced/non-standard items will be at the discretion of each Sourcewell members and their dealer who will provide a separate line item below the configured Kubota pricing structure for each sourced "open market" item.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs of acquisition and complete transparency prior to Sourcewell member taking acquisition. These items will be clearly shown as line items on the customers web quote from Build My Kubota web quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rates will vary due to regional economic differences (e.g. Seattle, WA and New York, NY labor rates are typically higher than Greenville, SC or Bowling Green, KY). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $110./hour. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote and based on prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a Z242KW-48 Zero Turn Mower weights 900lbs, an M6-101DTC-F-1 Tractor weighs 11,387lbs). These units will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members dealerships are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best addresses the logistical variances in supporting all Sourcewell members equally.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition by our quoting dealer network.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	An innovative and unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell Members within our 1,100 plus location dealer network. This ultimately allows for a Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All of our Kubota dealers are authorized to become seller's off the Sourcewell contract by logging into their Sales portal with access to our contractual pricing agreement. Each Sourcewell member receives their equipment quotes directly from their local Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing and accuracy. These multiple layers of self-audit and review process elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Kubota tracks all Sourcewell transactions which are reported to our Division offices and are downloaded on a weekly basis. These sales are tracked by Kubota dealers, purchasing entity, type of equipment purchased, and transaction amount. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Kubota proposes paying a 1.5% administrative fee of the total sales generated from this contract less freight, assembly fees, and pre-delivery inspection fees for Kubota products only. Kubota has been a strategic partner of Sourcewell's for the past 14 years. The Sourcewell contracts Kubota holds have seen continued growth year over year and are very popular with our customers and frequently used by our 1,100 plus dealer network. The utilization of our Sourcewell contracts continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	The pricing offered on behalf of Kubota Tractor Corporation is a specified discount from the published list price for each series and product family in our proposed solution. The discount from MSRP can be found in the supporting pricing documentation. We offer the the best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *

75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	1. Products: Kubota USA offers a wide range of products, primarily focused on equipment for agriculture, construction, landscaping, and turf management. Including: • Agricultural Equipment: Tractors (small to large), combines, hay tools, and other implements for farming and crop production. • Construction Equipment: Excavators, skid-steer loaders, wheel loaders, backhoes, and compact track loaders. • Lawn & Garden Equipment: Zero-turn mowers, riding mowers, and garden tractors. • Utility Vehicles: RTV (Rough Terrain Vehicles) for off-road work environments. • Attachments and Implements: Wide variety of attachments like loaders, backhoes, mowers, and snow blowers that are compatible with Kubota equipment. 2. Parts: KubotaUSA ensures that all parts and components are readily available for their equipment. This includes: • Genuine Kubota Parts: Original equipment manufacturer (OEM) parts designed to maintain optimal performance and ensure the longevity of Kubota products. • Parts Availability: Extensive availability of parts across the network of dealers and online through Kubota's website. • Online Parts Catalog: Kubota provides an easy-to-navigate parts catalog to help customers find the right components quickly. 3. Service: KubotaUSA's service offering includes a network of authorized service centers and highly trained technicians. Key features include: • Dealer Network: A nationwide network of Kubota dealers who are trained to provide repair, maintenance, and troubleshooting services. • Maintenance Packages: Kubota offers maintenance schedules and service packages to ensure that products are serviced on time and run smoothly. • Mobile Service: In some areas, Kubota offers mobile service for on-site repairs, minimizing downtime for customers. 4. Warranty: Kubota offers comprehensive warranty coverage for their products, which varies depending on the type of equipment. Key points to highlight include: • Standard Warranty Coverage: Kubota typically provides a 2-year or 3-year limited warranty on most equipment, with extended warranty options available. • Powertrain Warranty: Some Kubota products offer a separate powertrain warranty for components like engines, transmissions, and drive systems. • Warranty Transferability: Kubota allows warranty coverage to be transferred if the equipment is sold, offering peace of mind for new owners. 5. Financing: KubotaUSA provides a range of financing options to help customers purchase equipment, including: • Kubota Credit Corporation (KCC): A subsidiary of Kubota that offers flexible financing solutions tailored to both personal and business needs. • Leasing Options: Kubota offers leasing plans with flexible terms, including seasonal payments for agricultural customers. • Special Promotions: Kubota frequently runs promotional offers, such as low-interest rates or deferred payment plans, depending on the season and equipment type. 6. Customer Support: Kubota USA offers comprehensive customer support options to help customers with everything from product inquiries to troubleshooting. • Online Support Center: A resource-rich website with FAQs, manuals, parts diagrams, and how-to guides for all Kubota products. • 24/7 Support: Some customer service is available outside of normal business hours to provide urgent assistance. • Training and Education: Kubota offers product training for dealers and customers, covering everything from safe operation to equipment maintenance. • Customer Service: A dedicated customer service hotline for troubleshooting, warranty issues, and general inquiries.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Products - Land Pride Attachments: Land Pride offers a wide range of attachments that are compatible with Kubota tractors and other Kubota equipment. These products are designed to enhance the versatility and performance of Kubota machines across various applications, from agriculture to landscaping. Including: • Mowers & Finish Mowers: o Finish Mowers: Land Pride's finish mowers provide a clean, precise cut for residential and commercial lawns. o Rough Cut Mowers: These mowers are ideal for clearing overgrown fields, pastures, and roadways. o Flail Mowers: Land Pride's flail mowers are designed for more challenging environments and are great for mowing thick vegetation and brush.

		• Tillage Equipment: o Disc Harrows: Land Pride offers disc harrows that provide high-efficiency soil cultivation and are easy to adjust for different soil conditions. o Cultivators: Used for seedbed preparation, these tillers are available in various widths and configurations for Kubota tractors. • Post-Hole Diggers: o Land Pride post-hole diggers are designed to handle the toughest digging jobs and are ideal for fencing, landscaping, or planting applications. • Snow Removal Equipment: o Snow Blowers: High-performance snow blowers that are designed for heavy snow removal, particularly in agricultural or rural settings. o Snow Pushers: Heavy-duty snow pushers designed for clearing snow from large surfaces quickly and efficiently. • Landscape and Construction Attachments: o Box Blades: Used for grading and leveling, these are essential for landscaping and roadwork projects. o Rear Blades: A versatile tool for grading, backfilling, and snow removal. o Skid Steer Attachments: A range of attachments like pallet forks, buckets, and grapples that fit Kubota skid steer loaders. • Forks and Pallet Forks: o Land Pride offers a variety of forks and pallet forks to help Kubota owners move materials, whether for farming, construction, or landscaping. • Loaders & Loader Attachments: o Loader buckets, forks, and grapple attachments are specifically designed to enhance Kubota's compact loaders and tractors. 2. Parts: Land Pride, like Kubota, emphasizes the importance of using high-quality, genuine parts for their attachments. Here's what to include: • Genuine Land Pride Parts: Land Pride offers OEM parts to ensure the continued performance and longevity of their attachments. • Parts Availability: These parts are available through Kubota dealers and Land Pride dealers across the country. • Easy Access to Parts Catalog: Land Pride provides a detailed parts catalog that helps customers easily find replacement components for their attachments. 3. Service: Land Pride attachments are supported by a network of Kubota dealers, who can assist with installation, maintenance, and repairs. • Dealer Network Support: Land Pride attachments are serviced by Kubota-authorized dealers, who are trained to maintain and repair both Kubota equipment and Land Pride attachments. • Installation Services: Many Kubota dealers offer installation services for Land Pride attachments, ensuring they are properly fitted and ready for use. • Maintenance and Repairs: Routine maintenance and repair services are available for Land Pride attachments, ensuring long-lasting performance. 4. Warranty: Land Pride attachments typically come with a 1-year limited warranty from the date of purchase, with some exceptions for specific attachments. • Warranty Coverage: The warranty typically covers defects in material and workmanship under normal use and service. • Transferability: Like Kubota's equipment warranties, Land Pride's warranty may be transferable when the equipment is sold, adding value for used equipment buyers. • Extended Warranty: Some Kubota dealers offer extended warranty options for Land Pride attachments. 5. Financing: Kubota offers financing options for Land Pride attachments through Kubota Credit Corporation (KCC), similar to financing for Kubota equipment. • Flexible Payment Plans: KCC provides financing solutions with flexible payment options to fit a customer's budget. • Promotional Financing: Kubota and KCC frequently offer seasonal promotional financing, such as low-interest rates or deferred payments, to help customers purchase Land Pride attachments. • Leasing Options: Leasing may also be available for Land Pride attachments, offering flexibility for businesses or customers with changing needs. 6. Customer Support: Kubota provides robust customer support for both Kubota equipment and Land Pride attachments, ensuring that customers have access to the help they need. • Online Resources: Customers can access parts catalogs, service manuals, and troubleshooting guides for Land Pride attachments on the Kubota and Land Pride websites. • Dealer Support: Kubota dealers provide direct customer support for issues related to both Kubota equipment and Land Pride attachments. • Technical Assistance: Technical support is available for installation, maintenance, and troubleshooting of Land Pride attachments, either through the dealer network or Kubota's customer service.	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	1. Mowers & Lawn Equipment • Zero-Turn Mowers: Kubota's zero-turn mowers come in both commercial and residential models. The Z700 Series is built for professional landscapers with high horsepower and large cutting decks, while the Z200 Series caters to residential use with user-friendly controls and powerful performance for larger lawns. • Stand-On Mowers: The SZ Series of stand-on mowers is designed for maneuverability and efficiency in tight spaces. These mowers offer excellent visibility and quick controls, perfect for landscapers working on residential properties. • Walk-Behind Mowers: The W Series includes commercial-grade walk-behind mowers. They're compact and designed for precision cutting in smaller or complex landscape areas, such as around flower beds or obstacles. • Compact Mowers: The T Series lawn tractors are designed for homeowners with small- to medium-sized lawns, featuring easy-to-use controls, comfortable seating, and smooth operation. • Grass-Cutting Attachments: In addition to their mower lineup, Kubota offers various grass-cutting attachments and accessories, including mulching kits, bagging systems, and striping kits, to enhance cutting performance and versatility. 2. Hay and Farm Implements • Hay Balers: Kubota's balers, such as the BV4160 and BV4180 series, are designed for high-density baling with features like low horsepower requirements and simplified controls, making them suitable for small to mid-sized farms. • Disc Mowers: The DM Series disc mowers are designed to work efficiently in a variety of crop types. These mowers are built for low maintenance and high-speed cutting, helping operators cover more ground quickly. • Tedders and Rakes: The TE Series tedders spread and aerate hay to promote drying, while the RA Series rotary rakes gather the hay into windrows, ensuring it's ready for efficient baling. • Wrappers: Kubota offers wrappers like the WR1100, which wrap bales in protective film to maintain hay quality during storage. • Spreaders and Seeders: Kubota's VS Series spreaders provide even distribution of fertilizer or seed over large fields, while their seeders ensure precision and control, improving crop yield. • Cultivators and Plows: Kubota

			offers a range of tillage equipment, such as plows and cultivators, to prepare fields for planting by aerating the soil, reducing compaction, and supporting root growth. 3. Utility Vehicles (UTVs) • RTV-X Series: Known for rugged durability, the RTV-X Series includes models like the RTV-X1140, which can be converted from a 2-passenger to a 4-passenger configuration. It features a robust suspension system, high ground clearance, and an integrated cargo bed, making it ideal for heavy-duty off-road applications. • RTV500: The RTV500 is compact and fuel-efficient, equipped with a liquid-cooled EFI engine and an independent suspension system. It's a great fit for light-duty tasks around farms, parks, and properties with tight spaces. • RTV900 Series: This series, featuring the RTV900XT, is a powerful workhorse with a diesel engine, high torque, and excellent hauling capabilities, designed for transporting tools, supplies, or workers over rough terrain. • Specialty Models (RTV-XG850 Sidekick): This model provides a high-speed option with a 48-horsepower gasoline engine, perfect for users who need speed and efficiency for larger properties or event management. • Attachments for UTVs: Kubota offers a variety of utility vehicle attachments, such as snowblades, winches, and cargo racks, allowing operators to customize their UTVs for various tasks and conditions. 4. Lawn, Field, and Turf Care • Zero-Turn Mowers: Kubota's Z-Series zero-turn mowers offer options for both commercial and residential turf care, with models capable of covering large fields efficiently. The mowers provide precise cutting, high horsepower, and are suitable for large estates, parks, and sports fields. • Stand-On and Walk-Behind Mowers: The SZ Series (stand-on) and W Series (walk-behind) mowers provide flexibility and maneuverability, ideal for smaller or more intricate turf areas like residential lawns, commercial properties, and tight spaces on landscapes. • Tractors with Turf Tires: Kubota's compact and sub-compact tractors can be equipped with turf tires to minimize ground impact, allowing them to work on golf courses and delicate lawns without damaging the turf. 5. Golf Course Maintenance • Precision Mowers: Kubota's range of mowers, especially the zero-turn models, can provide the close, consistent cut required for golf course fairways, greens, and roughs. • Utility Vehicles (UTVs): The RTV series UTVs, with their low impact on turf and utility bed options, are ideal for transporting tools and materials around golf courses efficiently.	*	

- Compact Tractors and Attachments: These tractors can handle a variety of golf course maintenance tasks, from seeding and aeration to topdressing. Kubota's compact tractors are equipped to manage tight fairway turns and maintain precise control, essential for golf course upkeep.

6. Landscape and Garden Maintenance

- Multi-Use Tractors and Attachments: Kubota's BX and B Series compact tractors support a wide array of attachments such as loaders, backhoes, and tillers. These are versatile tools for landscapers working on tasks like planting, mulching, or grading.
- Tillers and Cultivators: Kubota offers tillers and cultivators that help in soil preparation for gardens, flower beds, and landscaping projects.
- Front-Mounted Blades and Loaders: Attachments like front-mounted blades, loaders, and grapples allow for efficient clearing and shaping of landscapes.

7. Sidewalk, Walking Path, and Parking Lot Maintenance

- Compact Tractors and Attachments for Path Maintenance: Compact and sub-compact tractors are perfect for maintaining sidewalks and walking paths. They can handle a variety of attachments, such as brushes, blowers, and sweeper attachments, which are effective in keeping paths clear.
- Sweepers and Brooms: Kubota offers sweeper and rotary broom attachments that are ideal for cleaning up sidewalks, parking lots, and walking paths, removing debris, leaves, and dirt.
- RTV Series Utility Vehicles: These UTVs are perfect for transporting maintenance tools across paths and lots while minimizing the impact on pathways. They also offer snow removal options, making them versatile for year-round maintenance.

8. Snow Removal Equipment

- Snowblowers and Snow Blades: Kubota offers snowblowers and snow blade attachments for both tractors and UTVs, suitable for sidewalks, driveways, parking lots, and larger open areas.
- Utility Vehicles with Snow Attachments: Kubota's RTV-X Series utility vehicles can be equipped with snowblades and spreaders, providing an efficient snow removal solution for tight areas such as sidewalks and parking lots.
- Compact Tractors with Front-Mounted Blades: Kubota's compact tractors can also be fitted with front-mounted snow blades or snow blowers, allowing operators to clear snow in more confined areas such as paths and lots.

78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	While Kubota itself doesn't offer standalone irrigation and aeration systems, their equipment supports these applications effectively when combined with compatible attachments and third-party systems. If you're considering a specific type of irrigation or aeration solution, local Kubota dealers can often provide recommendations for compatible attachments and equipment to meet these needs. 1. Aeration • Compatible Aerator Attachments: Kubota's compact and sub-compact tractors (such as the BX and B Series) can be fitted with aerator attachments from third-party manufacturers. These attachments work well for golf courses, sports fields, and landscapes that require regular aeration to maintain soil health. • Pull-Behind Aerators for Tractors: Many users add pull-behind aerators to Kubota tractors. This setup enables efficient aeration for large turf areas, golf courses, and other fields, providing deep soil penetration for optimal water and nutrient absorption. • Compact Tractors for Golf and Lawn Aeration: Kubota's smaller tractors with turf tires help prevent turf damage, making them suitable for delicate aeration work on golf courses and lawns. 2. Irrigation Systems and Parts • Irrigation-Related Attachments and Implements: While Kubota does not manufacture irrigation systems, their tractors and utility vehicles can transport irrigation parts and systems for installation and repair projects. Compact and sub-compact models work well for maneuvering in tighter spaces often found in landscaping and golf course maintenance. • Utility Vehicles for Irrigation Maintenance: Kubota's RTV utility vehicles can assist maintenance teams by transporting irrigation equipment and supplies across expansive properties like golf courses, farms, and parks. 3. Installation and Support Capabilities • Use of Kubota Tractors in Installation: Kubota tractors are useful for preparing the ground for irrigation installation by grading, trenching, or digging as needed. They can be paired with third-party trenching and digging attachments for efficient setup of irrigation lines. • Dealer Network for Support: Kubota's extensive dealer network provides guidance and support, often working with landscape and agricultural professionals who can suggest compatible aeration and irrigation equipment from partner brands.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Although Kubota doesn't directly manufacture beach and waterfront maintenance equipment, their tractors, UTVs, and attachments can support a range of tasks commonly associated with waterfront care when paired with	

			the appropriate third-party accessories. For specific beach grooming and waterfront solutions, it's often helpful to consult with a Kubota dealer who may have local recommendations for compatible tools and attachments. 1. Sand Grooming and Beach Cleaning • Compact and Sub-Compact Tractors with Compatible Attachments: Kubota's BX and B Series tractors can be paired with third-party beach grooming attachments, like sand rakes and groomers, to help clean and level sandy areas on beaches. • Box Blades and Land Planes: These attachments are available for Kubota tractors and can assist in leveling sand and smoothing surfaces on beachfront areas, though they aren't specifically beach groomers. 2. Waterfront Vegetation Control • Mowers and Brush Cutters: For areas near water that require vegetation control, Kubota's zero-turn mowers or compact tractors with brush cutters can manage grassy, brushy areas near the shore. • Tractors with Flail Mowers: Kubota tractors with flail mower attachments can clear heavy vegetation around waterfronts or in hard-to-reach spots along riverbanks or lakeshores. 3. Erosion Control and Shoreline Maintenance • Utility Tractors for Erosion Prevention: Kubota's larger tractors, such as the L or M Series, can assist with shoreline maintenance by carrying and positioning materials like rocks, sandbags, or erosion control blankets. • Front Loaders and Backhoes: Kubota's compact and utility tractors can be equipped with front loaders or backhoes to transport, dig, and position materials along shorelines for erosion prevention projects. 4. Debris Removal and Transport • RTV Utility Vehicles for Shoreline Clean-Up: Kubota's RTV Series utility vehicles can be fitted with cargo beds to help transport trash, driftwood, and other debris from waterfronts to disposal areas. The RTVs' off-road capability makes them suitable for traversing sandy or uneven terrain near shorelines. • Fork Attachments for Large Debris: Front forks on Kubota tractors allow for the transport of larger objects or debris that may wash up on shore. 5. Dredging and Silt Removal • While Kubota does not produce dredging equipment, their tractors and RTVs can be used to transport silt or dredged material away from the waterfront area after it has been removed by specialized equipment.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Discount Structure.pdf - Tuesday November 19, 2024 14:09:43
- Financial Strength and Stability - KBT 2nd Quarter Financials.pdf - Wednesday November 13, 2024 08:21:04
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - RTVX1140WLHS WEB QUOTE #2828724.pdf - Tuesday November 19, 2024 15:09:00
- Requested Exceptions (optional)
- Upload Additional Document - Sourcewell Additional Documents.zip - Monday November 25, 2024 12:20:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Adams, Senior Manager National Account Sales, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

City Commission Regular Meeting - 5:05 PM **23. I.**

Meeting Date: 01/20/2026

Re: Purchase 2026 Isuzu NPR-HD, Crew Cab Dump Truck, Piggyback Fla. Sheriff's Association Contract No, FSA25-VEH23.0

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval of the expenditure in the amount of $83,717.84 for a 2026 Isuzu NPR-HD, Crew Cab Dump Truck pursuant to the Florida Sheriff's Association Contract No.FSA25-VEH23.0, subject to piggyback contract approval at a later date.

SUMMARY:

The Public Works Department is requesting approval to piggyback Florida Sheriff's Association Contract No. FSA25-VEH23.0 (bid effective from 10/01/25 through 9/30/27), Specification No. 23, for the purchase of a 2026, Isuzu NPR-HD, Crew Cab Dump Truck from Nextran Truck Centers, Fort Meyers, FL., in accordance with the attached quote, for the amount not to exceed $83,717.94.

The Parks and Grounds Division will utilize the 2026 Isuzu NPR-HD Crew Cab Dump Truck to transport crews, tools, and materials for daily maintenance, landscaping, and park improvement projects throughout the City. The Crew Cab design allows an entire work team to travel together, reducing the number of vehicles needed and enhancing coordination. Additionally, the dump body enables efficient hauling of soil, mulch, debris, and bulk materials.

During natural disasters and emergency response operations, this vehicle will be crucial for debris removal, storm cleanup, and the swift mobilization of personnel and equipment to affected areas. Its versatility improves response times, enhances job-site safety, and decreases dependence on rented equipment or contractors, resulting in lower costs and faster restoration of City parks, roadways, and public spaces following emergencies.

RECOMMENDATION:

The Public Works Department recommends approval to piggyback the Florida Sheriff's Association Contract No. FSA25-VEH23.0 (bid effective from 10/01/25 through 9/30/27), Specification No. 23, for the purchase of a 2026, Isuzu NPR-HD, Crew Cab Dump Truck from Nextran Truck Centers, Fort Meyers, FL., in accordance with the attached quote, for the amount not to exceed $83,717.94.

ALTERNATIVES:

Public Works will proceed as directed by the Commission.

RESPONSIBLE STAFF:
Public Works Department

COORDINATED WITH:
Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	001400564300
Amount:	$83,717.95

FISCAL IMPACT:
The funds for this expenditure are available and will come out of the Parks & Grounds Equipment & Machinery/Heavy Equipment account: 0014005-564300.

Attachments

FSA25-VEH23.0
FSA Extension Packet
Nextran Quote

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Contract Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

NOTICE OF FINAL AWARD
CONTRACT FSA25-VEH23.0: Heavy Trucks

Date: October 1, 2025

To: All Prospective Bidders and Purchasers

From: Matt Dunagan, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Megan Taber, Cooperative Purchasing Program Director

Re: Contract Number FSA25-VEH23.0 Heavy Trucks: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Heavy Trucks. This contract is in effect beginning October 1, 2025, through September 30, 2027.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA25-VEH23.0 : Heavy Trucks. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis
- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor
- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

The competitive process for this award began in March of 2025, when FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding heavy truck and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on March 28, 2025, and within the Florida Administrative Register on March 28, 2025, and May 1, 2025.

From the ITB, 40 bidders completed the pre-bid process. Of these respondents, 34 submitted bids. 28 responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

- All Roads Kenworth, LLC.
- Altec Industries, Inc.
- Bachrodt FT, LLC. Dba Palmetto Ford of Miami
- Beck Chrysler Dodge Jeep

- Bozard Ford
- Broyhill Equipment, LLC.
- Container Systems & Equipment Co., Inc.
- Cumberland International Trucks of Florida
- DeLand Truck Center, Inc.
- Duval Ford, LLC.
- Florida Kenworth, LLC.
- Florida Transportation Systems, Inc.
- Kenworth of Jacksonville
- Matthews Bus Alliance, Inc.
- Model 1 Commercial Vehicles, Inc.
- Nextran Truck Centers
- Orlando Freightliner
- Ottawa Trucks Center, Inc.
- RDK Assets, Inc.
- Rechtien International Trucks
- Ring Power Corportation
- Rush Truck Centers of Florida, Inc.
- SBL Freightliner, LLC.
- Sun State International Trucks
- Tampa Truck Center
- Terradyne Armored Vehicles, Inc.
- The Peterbilt Store South Florida, LLC.
- Truckmax, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program

FSA25-VEL23.0: Heavy Trucks and Buses Awarded Vendor Contract Signature Pages

Docusign Envelope ID: 1BDB59CB-8F71-4ED9-9AF8-AB02E9489AE4

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name All Roads Kenworth LLC

Business Address 2909 S Andrews Ave
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent mcrawford@allroadstrucks.com

Signature Signed by: Michael Crawford 5F3AF30D0BFB47B...

Date 9/27/2025

Docusign Envelope ID: 57039D37-320F-4C6C-A14A-A48500C911F4

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Altec Industries, Inc.

Business Address 210 Inverness Center Pkwy
Birmingham, AL 35242

Name of Authorized Agent Brooklyn Russell

Email address of authorized agent contractmanagement@altec.com

Signature Signed by: Brooklyn Russell EF524702A8584A8...

Date 9/25/2025

Docusign Envelope ID: 478EFC12-EE1B-46AB-8439-0330576FEBA7

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Bachrodt FT, LLC dba Palmetto Ford of Miami

Business Address 7245 NW 36th Street, Miami, FL. 33166

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature Signed by: Charlie Rodgers 1C63450A9FFF413...

Date 9/26/2025

Docusign Envelope ID: 540CD11D-CEE0-4AB5-8F4F-10DD47544723

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name BECK CHRYSLER DODGE JEEP

Business Address 256 HWY 17 NORTH PALATKA FL 32177

Name of Authorized Agent Brandy Sloan

Email address of authorized agent contractinfo@beckfleet.com

Signature Signed by: Brandy Sloan C989DAD713D6403...

Date 9/29/2025

Docusign Envelope ID: A585437C-BC0F-4952-B403-33CD0A1D7332

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Bozard Ford Co

Business Address 540 Outlet Mall Blvd
St. Augustine, Fl 32084

Name of Authorized Agent Jeff Young

Email address of authorized agent jyoung@bozard.com

Signature Signed by: Jeff Young 95278DB5FBF54E7...

Date 9/26/2025

Docusign Envelope ID: 9C5DD57C-9DAA-4772-8EC7-DBB45E6FCE02

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Broyhill Equipment LLC

Business Address One North Market Square PO Box 475
Dakota City NE 68731

Name of Authorized Agent Tammy Steemken

Email address of authorized agent accounting@broyhill.com

Signature DocuSigned by: Tammy Steemken 1E71F74C01D940B...

Date 9/25/2025

Docusign Envelope ID: 477F99BD-29FC-44C6-A6BE-0074AB3E3A15

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Container Systems & Equipment Co., Inc.

Business Address 506 Bellevue Av.
Daytona Beach, FL 32114

Name of Authorized Agent William Young

Email address of authorized agent byoung@containersys.com

Signature Signed by: William Young 55E2D5B724E54AD...

Date 9/25/2025

Docusign Envelope ID: 02C9424D-A25D-476A-83D1-D2BE0F4B0611

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Cumberland International trucks of Florida LLC

Business Address 2110 S Division Ave, Orlando, FL 32805

Name of Authorized Agent Erick Creasey

Email address of authorized agent ecreasey@cltte.com

Signature Signed by: Erick Creasey DD0E592BC03848C...

Date 9/30/2025

Docusign Envelope ID: 720179C2-3AB4-462D-A82C-48C9175AB881

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name DeLand Truck Center, inc.

Business Address 1208 South Woodland Blvd
DeLand Florida, 32720

Name of Authorized Agent Howard Williams

Email address of authorized agent howardwilliams@cfl.rr.com

Signature Signed by: Howard Williams A538AF2AA03F479...

Date 9/29/2025

Docusign Envelope ID: F2235269-9945-4CBF-8C96-66B838CCBD25

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Duval Ford llc

Business Address 405 Lane Ave North; Jacksonville, FL 32254

Name of Authorized Agent Richard Tackett

Email address of authorized agent RICHARD.TACKETT@DUVALFORD.COM

Signature DocuSigned by: Richard Tackett F167A39DD605483...

Date 9/25/2025

Docusign Envelope ID: 2EB6E249-1588-4F6F-B9AE-757FAB8B5E11

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Kenworth, LLC

Business Address 1800 N. Orange Blossom Trail
Orlando, FL 32804

Name of Authorized Agent Ryan Van Wolvelaere

Email address of authorized agent ryan.vanwolvelaere@csmtruck.com

Signature Signed by: Ryan Van Wolvelaere 36C08D507A9C445...

Date 9/26/2025

Docusign Envelope ID: FDA8F56D-499D-49AE-BE10-A3C4D124CF56

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Transportation Systems

Business Address 6041 Orient Road Tampa, FL 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature DocuSigned by: Robert Frick 027BAE08445744C...

Date 9/25/2025

Docusign Envelope ID: DFFA3AA9-02D8-4336-9B08-1B809CBCFC55

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Kenworth of Jacksonville

Business Address 1121 Suemac Rd
Jacksonville, FL 32254

Name of Authorized Agent Ed Costello

Email address of authorized agent edcostello@kwjax.com

Signature Signed by: Ed Costello 8843C7BDF08B4DE...

Date 9/25/2025

Docusign Envelope ID: E3D4CAC4-0E4A-4941-B275-933AD8824316

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Matthews Bus Alliance, Inc.

Business Address 4802 W. Colonial Drive
Orlando, FL 32808

Name of Authorized Agent Lori Matthews

Email address of authorized agent bids@matthewsbusesflorida.com

Signature Signed by: Lori Matthews D8B27CB3FE9041A...

Date 9/25/2025

Docusign Envelope ID: 5BDA9E5E-F04C-4F93-A15C-52E576022288

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Model 1 Commercial Vehicles, Inc.

Business Address 9225 Priority Way W Dr, Suite 300
Indianapolis, IN 46240

Name of Authorized Agent Jason Spore

Email address of authorized agent biddepartment@creativebussales.com

Signature Signed by: Jason Spore 8DC5A6ED5A194FC...

Date 9/29/2025

Docusign Envelope ID: A98A0012-99CF-4A02-9EAC-FE0CA8BD0A39

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Nextran Truck Centers

Business Address 1986 West Beaver Street, Jacksonville, FL 32209

Name of Authorized Agent Anthony Abatecola

Email address of authorized agent aabatecola@nextranusa.com

Signature Signed by: Anthony Abatecola 161F88AF22474AB...

Date 9/25/2025

Docusign Envelope ID: 0DE64D27-2C2D-4D47-B8D7-F7553809B90D

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Orlando Freightliner

Business Address 2455 So. Orange Blossom Trail
Apopka Fl., 32703

Name of Authorized Agent Bob Scharpnick

Email address of authorized agent bscharpnick@orlandofreightliner.com

Signature Signed by: Bob Scharpnick 927292C6461D433...

Date 9/25/2025

Docusign Envelope ID: 080850FF-8391-425C-9C19-2FD4B65B8458

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Ottawa Trucks Center Inc.

Business Address 7227 NW 74th Ave Miami, FL 33166

Name of Authorized Agent Peter Albanese

Email address of authorized agent palbanese@rechtien.com

Signature Signed by: F3DE28A8522146A...

Date 9/25/2025

Docusign Envelope ID: E8DD53E9-72C7-4378-A968-ACCD1EAB7115

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name The Peterbilt Store South Florida LLC

Business Address 2441 S. State Rd. 7
Ft. Lauderdale, Fl. 33317

Name of Authorized Agent Andy Hallums

Email address of authorized agent ahallums@thepetestore.com

Signature Signed by: Andy Hallums E30E7B0B833F4F7...

Date 9/25/2025

Docusign Envelope ID: A3C7C0A2-CB69-4CAC-9730-B663A525C843

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RDK Assets Inc

Business Address 3214 E Adamo Dr
Tampa, FL 33605

Name of Authorized Agent Richard Kemner

Email address of authorized agent craigchown@gmail.com

Signature Signed by: Richard Kemner DC78FC7049394D7...

Date 9/28/2025

Docusign Envelope ID: 3E3B90BB-97EE-44F1-81F2-790AA52F955F

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS

Business Address 7227 NW 74th Ave., Miami, FL 33166

Name of Authorized Agent CARLOS CORREA

Email address of authorized agent ccorrea@rechtien.com

Signature Signed by: 594602F83AF74C1...

Date 9/25/2025

Docusign Envelope ID: 418A398C-8C84-4C4F-A48A-4A0DF7321387

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Rush Truck Centers of Florida

Business Address 8111 E Adamo Dr. Tampa, FL 33619

Name of Authorized Agent Paul Canadine

Email address of authorized agent canadinep@rushenterprises.com

Signature DocuSigned by: Paul Canadine CD8E6988C97C4C1...

Date 9/25/2025

Docusign Envelope ID: 9159A5E3-2B1A-4421-93DA-C8E6DB36E7B4

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name SBL Freightliner LLC

Business Address 2840 Center Port Circle Pompnao Beach FL 33064

Name of Authorized Agent Don Maher

Email address of authorized agent dmaher@freightlinerfl.com

Signature Signed by: Don Maher 85B56C3FDE584D2...

Date 9/25/2025

Docusign Envelope ID: E85FA61E-F18F-46B6-90A9-CFED25C0A183

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Sun State International Trucks, LLC

Business Address 6020 Adamo Dr., Tampa, FL, 33619

Name of Authorized Agent Dave Metcalf

Email address of authorized agent dave.metcalf@sunstateintl.com

Signature DocuSigned by: Dave Metcalf 2F23AD89B486452...

Date 9/28/2025

Docusign Envelope ID: 329D75BE-8ED3-4E3C-A998-CA08C80A1815

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301N, Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature DocuSigned by: Scott Endris B3E8BDDFD011418...

Date 9/25/2025

Docusign Envelope ID: F4E21058-3D7D-4D92-92B3-1A0C069D95D2

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Terradyne Armored Vehicles Inc.

Business Address 1-402 Mulock Drive, Newmarket, Ontario, L3Y 9B8

Name of Authorized Agent Lucus Witzke

Email address of authorized agent lucus.witzke@terradyneinc.com

Signature DocuSigned by: Lucus Witzke 045391049B324AD...

Date 9/25/2025

Docusign Envelope ID: B1231FC1-ED92-4A55-988E-7D719563191F

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Truckmax, inc.

Business Address 6000 NW 77TH COURT, MIAMI, FLORIDA, 33166

Name of Authorized Agent Gil Chez

Email address of authorized agent GCHEZ@TRUCKMAX.COM

Signature Signed by: Gil Chez FBD79737C2A8444...

Date 9/25/2025

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses
Final Award Report

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, BYD/RIDE, The Achiever, The Achiever

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 2, Endera, B-Series, B-Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 3, Bluebird, All-American Electric, T3RE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 4, Bluebird, Vision Electric, Vision Electric

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 5, BYD/RIDE, The Creator, The Creator

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

Item: 7, BYD/RIDE, The Dreamer, Type D Electric School Bus

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 8, Endera, B-Series, B-Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$119,274.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$119,174.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$119,174.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$119,274.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 10, Starcraft, Allstar, Allstar

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 11, StarTrans, The Senator II, Senator SII 22

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 12, Bluebird, Vision, Vision

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$160,751.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$160,651.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$160,651.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$160,751.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 13, Starcraft, Allstar, Allstar

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 14, StarTrans, The Senator II HD, Senator HD 28

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Matthews Bus Alliance Inc. Duval Ford LLC	$159,499.00 $170,017.00	Build Build	Options Options
Northern	Primary Alternate	Matthews Bus Alliance Inc. Duval Ford LLC	$159,499.00 $169,807.00	Build Build	Options Options
Central	Primary Alternate	Matthews Bus Alliance Inc. Duval Ford LLC	$159,499.00 $170,017.00	Build Build	Options Options
Southern	Primary Alternate	Matthews Bus Alliance Inc. Duval Ford LLC	$159,499.00 $170,042.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

Item: 15, Bluebird, T3RE, T3RE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$192,676.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$192,576.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$192,576.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$192,676.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Item: 16, Bluebird, T3FE, T3FE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$174,229.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$174,129.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$174,129.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$174,229.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 17, Kenworth, T680E, T680E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$346,360.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$503,450.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$503,450.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 18, Peterbilt, 579EV, 579EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$439,750.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 19, Volvo, VNR Electric, VNRe

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Northern	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Central	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Southern	Primary	Nextran Truck Centers	$387,681.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 20, International, EMV, MV60E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$283,750.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$283,000.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$283,000.00 $283,820.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$283,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 21, Mack, MD7 Electric, MDe7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Northern	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Central	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Southern	Primary	Nextran Truck Centers	$248,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 22, Battle Motors, Striker EV, Striker EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 23, Isuzu, NPR-HD, N3F1

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options
Northern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options
Central	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options
Southern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 24, Ford, F-550 Crew Cab, W5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,232.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,932.00	Build	Options
	Alternate	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,015.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,250.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 25, Ford, F-550 Regular Cab, F5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$60,858.00	Build	Options
	Alternate	Duval Ford LLC	$61,073.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$61,109.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,809.00	Build	Options
	Alternate	BOZARD FORD	$60,858.00	Build	Options
	Alternate	Duval Ford LLC	$60,863.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,709.00	Build	Options
	Alternate	BOZARD FORD	$60,993.00	Build	Options
	Alternate	Duval Ford LLC	$61,073.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,709.00	Build	Options
	Alternate	BOZARD FORD	$60,993.00	Build	Options
	Alternate	Duval Ford LLC	$61,098.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Super Cab, X5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$62,229.00	Build	Options
	Alternate	Duval Ford LLC	$62,452.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,476.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,176.00	Build	Options
	Alternate	BOZARD FORD	$62,229.00	Build	Options
	Alternate	Duval Ford LLC	$62,242.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,076.00	Build	Options
	Alternate	BOZARD FORD	$62,367.00	Build	Options
	Alternate	Duval Ford LLC	$62,452.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,076.00	Build	Options
	Alternate	BOZARD FORD	$62,367.00	Build	Options
	Alternate	Duval Ford LLC	$62,477.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 27, Ford, F-600 Super Cab, F6K

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$62,371.00	Build	Options
	Alternate	Duval Ford LLC	$62,596.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,618.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,318.00	Build	Options
	Alternate	BOZARD FORD	$62,371.00	Build	Options
	Alternate	Duval Ford LLC	$62,386.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,218.00	Build	Options
	Alternate	BOZARD FORD	$62,509.00	Build	Options
	Alternate	Duval Ford LLC	$62,596.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,218.00	Build	Options
	Alternate	BOZARD FORD	$62,509.00	Build	Options
	Alternate	Duval Ford LLC	$62,621.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 28, International, CV, 515

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$69,650.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$68,900.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$68,825.00 $68,900.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$69,660.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 29, Kenworth, T180, T180

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Kenworth of Jacksonville Florida Kenworth, LLC	$95,459.00 $95,939.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$90,939.00 $94,890.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$90,939.00 $94,890.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 30, Peterbilt, 535, 535

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$104,969.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 31, Ram, 5500 Crew Cab Chassis 4x2 (173.4" WB - CA of 60"), DP5L93

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,035.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 32, Ram, 5500 Crew Cab Chassis 4x2 (197.4" WB - CA of 84"), DP5L94

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 33, Ram, 5500 Regular Cab Chassis 4x2 (144.5" WB - CA of 60"), DP5L63

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Southern					

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 34, Ram, 5500 Regular Cab Chassis 4x2 (168.5" WB - CA of 84"), DP5L64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,160.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 35, Ram, 5500 Regular Cab Chassis 4x2 (192.5" WB - CA of 108"), DP5L65

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$58,935.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 36, Ram, 5500 Regular Cab Chassis 4x2 (204.5" WB - CA of 120"), DP5L66

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$59,124.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 37, Ford, F-550 Crew Cab, W5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$67,180.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,415.00	Build	Options
	Alternate	Duval Ford LLC	$67,437.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,115.00	Build	Options
	Alternate	BOZARD FORD	$67,180.00	Build	Options
	Alternate	Duval Ford LLC	$67,227.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,015.00	Build	Options
	Alternate	BOZARD FORD	$67,329.00	Build	Options
	Alternate	Duval Ford LLC	$67,437.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,015.00	Build	Options
	Alternate	BOZARD FORD	$67,329.00	Build	Options
	Alternate	Duval Ford LLC	$67,462.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 38, Ford, F-550 Regular Cab, F5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,749.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,449.00	Build	Options
	Alternate	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,528.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,763.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 39, Ford, F-550 Super Cab, X5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$65,728.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,966.00	Build	Options
	Alternate	Duval Ford LLC	$65,975.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,666.00	Build	Options
	Alternate	BOZARD FORD	$65,728.00	Build	Options
	Alternate	Duval Ford LLC	$65,765.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,566.00	Build	Options
	Alternate	BOZARD FORD	$65,873.00	Build	Options
	Alternate	Duval Ford LLC	$65,975.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,566.00	Build	Options
	Alternate	BOZARD FORD	$65,873.00	Build	Options
	Alternate	Duval Ford LLC	$66,000.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 40, Ford, F-600 Regular Cab, F6L

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$65,020.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,260.00	Build	Options
	Alternate	Duval Ford LLC	$65,262.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,960.00	Build	Options
	Alternate	BOZARD FORD	$65,020.00	Build	Options
	Alternate	Duval Ford LLC	$65,052.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,860.00	Build	Options
	Alternate	BOZARD FORD	$65,163.00	Build	Options
	Alternate	Duval Ford LLC	$65,262.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,860.00	Build	Options
	Alternate	BOZARD FORD	$65,163.00	Build	Options
	Alternate	Duval Ford LLC	$65,287.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 41, International, CV, 515

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$73,445.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$72,695.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$72,695.00 $72,755.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$73,600.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 42, Ram, 5500 Crew Cab Chassis 4x4 (173.4" WB - CA of 60"), DP0L93

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$65,556.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 43, Ram, 5500 Crew Cab Chassis 4x4 (197.4" WB - CA of 84"), DP0L94

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$65,468.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 44, Ram, 5500 Regular Cab Chassis 4x4 (144.5" WB - CA of 60"), DP0L63

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,934.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 45, Ram, 5500 Regular Cab Chassis 4x4 (168.5" WB - CA of 84"), DP0L64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,993.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 46, Ram, 5500 Regular Cab Chassis 4x4 (192.5" WB - CA of 108"), DP0L65

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,182.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 47, Ram, 5500 Regular Cab Chassis 4x4 (204.5" WB - CA of 120"), DP0L66

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,517.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 48, Battle Motors, Striker, Striker

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Northern	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Central	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Southern	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 49, Isuzu, FTR Chassis, MT1/G1

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options
Northern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options
Central	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options
Southern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 50, Kenworth, K270, K270

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$97,639.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$113,900.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$113,900.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 51, Ford, F-650 Regular Cab, F6D

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$68,466.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,505.00	Build	Options
	Alternate	Duval Ford LLC	$69,434.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,405.00	Build	Options
	Alternate	BOZARD FORD	$68,466.00	Build	Options
	Alternate	Duval Ford LLC	$69,225.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,305.00	Build	Options
	Alternate	BOZARD FORD	$68,618.00	Build	Options
	Alternate	Duval Ford LLC	$69,296.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,305.00	Build	Options
	Alternate	BOZARD FORD	$68,618.00	Build	Options
	Alternate	Duval Ford LLC	$69,434.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 52, Freightliner, M2, 106

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,500.00 $83,987.00	Build Build	Options Options
Northern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,900.00 $83,987.00	Build Build	Options Options
Central	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,900.00 $83,987.00	Build Build	Options Options
Southern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,400.00 $83,987.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 53, Hino, L6, L6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Nextran Truck Centers	$83,416.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Nextran Truck Centers	$83,416.00	Build	Options
	Alternate	Florida Kenworth, LLC	$86,924.00	Build	Options
Central	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Florida Kenworth, LLC	$81,924.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Florida Kenworth, LLC	$81,924.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 54, International, MV, 607

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$86,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$85,500.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$85,500.00 $86,464.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$86,750.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 55, Kenworth, T280, T280

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$96,768.00 $98,829.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,768.00 $94,944.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,768.00 $94,944.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 56, Mack, MD6, MD6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Northern	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Central	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Southern	Primary	Nextran Truck Centers	$84,931.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 57, Peterbilt, 536, 536

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$100,850.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 58, Ford, F-750 Regular Cab, F7D

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$70,099.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$70,133.00	Build	Options
	Alternate	Duval Ford LLC	$71,072.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$70,033.00	Build	Options
	Alternate	BOZARD FORD	$70,099.00	Build	Options
	Alternate	Duval Ford LLC	$70,863.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,933.00	Build	Options
	Alternate	BOZARD FORD	$70,254.00	Build	Options
	Alternate	Duval Ford LLC	$70,934.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,933.00	Build	Options
	Alternate	BOZARD FORD	$70,254.00	Build	Options
	Alternate	Duval Ford LLC	$71,072.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 59, Freightliner, M2, 106

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	Orlando Freightliner	$85,150.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Northern	Primary	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	Orlando Freightliner	$84,688.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Central	Primary	Orlando Freightliner	$83,688.00	Build	Options
	Alternate	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$83,400.00	Build	Options
	Alternate	Orlando Freightliner	$84,250.00	Build	Options
	Alternate	Tampa Truck Center	$84,788.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 60, Hino, L7, L7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Nextran Truck Centers	$85,433.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Nextran Truck Centers	$85,433.00	Build	Options
	Alternate	Florida Kenworth, LLC	$88,582.00	Build	Options
Central	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Florida Kenworth, LLC	$83,582.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Florida Kenworth, LLC	$83,582.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 61, International, MV, 607

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$87,700.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$86,950.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$86,950.00 $87,875.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$87,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 62, Kenworth, T380, T380

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$96,578.00 $98,845.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,578.00 $95,890.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,578.00 $95,890.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 63, Kenworth, T480, T480

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$103,763.00 $106,430.00	Build Build	Options Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$96,990.00 $98,763.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$96,990.00 $98,763.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 64, Mack, MD7, MD7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Northern	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Central	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Southern	Primary	Nextran Truck Centers	$90,294.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 65, Peterbilt, 537, 537

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$101,135.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 66, Western Star, 47X, 47X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$117,655.00	Build	Options
	Alternate	Orlando Freightliner	$118,473.00	Build	Options
Northern	Primary	Tampa Truck Center	$118,200.00	Build	Options
	Alternate	Orlando Freightliner	$118,473.00	Build	Options
Central	Primary	Orlando Freightliner	$117,473.00	Build	Options
	Alternate	Tampa Truck Center	$118,200.00	Build	Options
Southern	Primary	Orlando Freightliner	$118,473.00	Build	Options
	Alternate	Tampa Truck Center	$118,888.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 67, Freightliner, M2, 114SD

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$116,200.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Northern	Primary	Tampa Truck Center	$116,400.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Central	Primary	Orlando Freightliner	$115,917.00	Build	Options
	Alternate	Tampa Truck Center	$116,400.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$115,600.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	Tampa Truck Center	$116,950.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 68, International, HV, 615

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$128,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$127,500.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$127,500.00 $127,619.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$127,650.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 69, International, HX, 620F

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$139,650.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$138,900.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$138,900.00 $138,995.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$138,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 70, Kenworth, T880, T880

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$140,831.00 $141,931.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$135,831.00 $144,205.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$135,831.00 $144,205.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 71, Mack, AP or G Series, AP or G Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Northern	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Central	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Southern	Primary	Nextran Truck Centers	$142,462.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 72, Peterbilt, 567, 567

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$156,075.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 73, Volvo, V Series, V Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options
Central	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options
Southern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 74, Western Star, 47X, 47X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$136,800.00	Build	Options
	Alternate	Orlando Freightliner	$137,337.00	Build	Options
Northern	Primary	Tampa Truck Center	$137,100.00	Build	Options
	Alternate	Orlando Freightliner	$137,337.00	Build	Options
Central	Primary	Orlando Freightliner	$136,337.00	Build	Options
	Alternate	Tampa Truck Center	$137,100.00	Build	Options
Southern	Primary	Orlando Freightliner	$137,337.00	Build	Options
	Alternate	Tampa Truck Center	$138,200.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 75, Freightliner, M2, 112

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$109,555.00	Build	Options
	Alternate	Orlando Freightliner	$110,191.00	Build	Options
	Alternate	SBL Freightliner, LLC	$110,900.00	Build	Options
Northern	Primary	Tampa Truck Center	$110,300.00	Build	Options
	Alternate	Orlando Freightliner	$110,541.00	Build	Options
	Alternate	SBL Freightliner, LLC	$111,500.00	Build	Options
Central	Primary	Orlando Freightliner	$109,541.00	Build	Options
	Alternate	Tampa Truck Center	$110,300.00	Build	Options
	Alternate	SBL Freightliner, LLC	$110,900.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$109,200.00	Build	Options
	Alternate	Orlando Freightliner	$110,191.00	Build	Options
	Alternate	Tampa Truck Center	$110,888.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 76, International, HV, 615

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$125,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$124,500.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$124,428.00 $124,500.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$124,650.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 77, International, HX, 620F

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$137,550.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$136,800.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$136,697.00 $136,800.00	Build Build	Options
Southern	Primary	Rechtien International Trucks	$136,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 79, Kenworth, T880, T880

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$137,984.00 $141,410.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$132,984.00 $138,190.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$132,984.00 $138,190.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 80, Mack, AP or G Series, AP or G Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Northern	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Central	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Southern	Primary	Nextran Truck Centers	$151,453.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 81, Peterbilt, 5671, 5671

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$150,755.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 82, Volvo, V Series, V Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options
Northern	Primary	Nextran Truck Centers	$137,554.00	Build	Options
Central	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options
Southern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 83, Western Star, 49X, 49X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$133,855.00	Build	Options
	Alternate	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$140,950.00	Build	Options
Northern	Primary	Tampa Truck Center	$134,400.00	Build	Options
	Alternate	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$140,950.00	Build	Options
Central	Primary	Orlando Freightliner	$133,791.00	Build	Options
	Alternate	Tampa Truck Center	$134,400.00	Build	Options
	Alternate	SBL Freightliner, LLC	$139,950.00	Build	Options
Southern	Primary	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$134,950.00	Build	Options
	Alternate	Tampa Truck Center	$135,688.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 84, Battle Motors, Raider EV, Raider EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 85, Kenworth, L770E, L770E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$448,625.00 $475,550.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$443,625.00 $534,360.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$443,625.00 $534,360.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 86, Mack, Mack LR Electric, Lre

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Northern	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Central	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Southern	Primary	Nextran Truck Centers	$471,351.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 87, Peterbilt, 520EV, 520EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$475,451.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 88, Autocar, ACX64, ACX64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$213,989.00	Build	Options
Northern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami Florida Kenworth, LLC	$211,989.00 $214,787.00	Build Build	Options Options
Central	Primary	Florida Kenworth, LLC	$209,787.00	Build	Options
Southern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami Florida Kenworth, LLC	$205,989.00 $209,787.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 89, Battle Motors, Raider, Raider

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Northern	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Central	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Southern	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 90, Kenworth, L770, L770

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Kenworth of Jacksonville Florida Kenworth, LLC	$195,251.00 $208,351.00	Build Build	Options Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$194,194.00 $203,351.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$194,194.00 $203,351.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 91, Mack, TE Series, TE Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Northern	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Central	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Southern	Primary	Nextran Truck Centers	$196,167.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 92, Peterbilt, 520, 520

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$209,749.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

Item: 93, Broyhill, TD3.6, TD3.6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Central	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit

Item: 94, Chemical Containers, Inc., 1,025 Gallon Right of Way Spray Truck, CCI1025ROW

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$182,065.00	Build	
Northern	Primary	BOZARD FORD	$182,065.00	Build	
Central	Primary	BOZARD FORD	$182,065.00	Build	
Southern	Primary	Rechtien International Trucks	$147,760.00	Build	Options
	Alternate	The Peterbilt Store South Florida LLC	$174,000.00	Build	Options
	Alternate	BOZARD FORD	$182,065.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 95, Ford/IAG, Sentinel, ARV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$338,326.00	Build	Options
Northern	Primary	Duval Ford LLC	$336,926.00	Build	Options
Central	Primary	Duval Ford LLC	$337,299.00	Build	Options
Southern	Primary	Duval Ford LLC	$338,552.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 96, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	$245,058.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	$245,058.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	$245,553.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	$246,047.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 98, Capacity, TJ, 5000

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Central	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Southern	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 99, Kalmar Ottawa, T2, 71056

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,675.00	Build	Options
Northern	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,425.00	Build	Options
Central	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,775.00	Build	Options
Southern	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,975.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 100, Kalmar Ottawa, T2 4x2 Offroad, 71055

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Ottawa Trucks Center Inc. Kenworth of Jacksonville	$137,387.00 $142,295.00	Build Build	Options Options
Northern	Primary Alternate	Ottawa Trucks Center Inc. Kenworth of Jacksonville	$137,387.00 $142,045.00	Build Build	Options Options
Central	Primary Alternate	Ottawa Trucks Center Inc. Kenworth of Jacksonville	$137,387.00 $142,395.00	Build Build	Options Options
Southern	Primary Alternate	Ottawa Trucks Center Inc. Kenworth of Jacksonville	$137,387.00 $142,495.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 101, Tico, Pro-Spotter, Pro-Spotter

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$158,242.00	Build	Options
Northern	Primary	Tampa Truck Center	$158,242.00	Build	Options
Central	Primary	Tampa Truck Center	$158,242.00	Build	Options
Southern	Primary	Tampa Truck Center	$158,242.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

Item: 102, Altec, DM47, DM47

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Northern	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Central	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Southern	Primary	Altec Industries, Inc.	$332,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

Item: 103, Terex, Commander 4047, Commander 4047

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	$312,355.00	Build	
Northern	Primary	Ring Power Corporation	$312,355.00	Build	
Central	Primary	Ring Power Corporation	$312,355.00	Build	
Southern	Primary	Ring Power Corporation	$312,355.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

Item: 104, Altec, AA55, AA55

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Northern	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Central	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Southern	Primary	Altec Industries, Inc.	$295,491.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

Item: 105, Terex, TC55 Optima, TC55 Optima

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	$274,718.00	Build	
Northern	Primary	Ring Power Corporation	$274,718.00	Build	
Central	Primary	Ring Power Corporation	$274,718.00	Build	
Southern	Primary	Ring Power Corporation	$274,718.00	Build	

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses
How to Order

How to Purchase

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Terms and Conditions

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association ("FSA"). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the Manufacturer produced products.

G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this Contract.

L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this Contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida ("State"). This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this Contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual Manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their Manufacturers' agreements and must agree to the Terms and Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept Purchase Orders funded in whole or in part with Federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of Federal funding with this

Contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association ("FSA") and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the FSA or a purchaser.

If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

In accordance with the Public Entity Crimes Act, Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or Eligible Users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the Terms and Conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a Manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's ("AAA") commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorneys' fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorneys' fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to: failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to

which FSA CPP is entitled, according to Section 3.25, and any attorneys' fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Contract by the Vendor, and the FSA may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA can terminate the Contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission include:

- Qualification Form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
- Compliance Attestations
  - E-Verify
  - Anti-Human Trafficking
  - Workers' Compensation
  - Drug-Free Workplace
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
  - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the Manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the Manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the Contract, unless otherwise provided in the Contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the Contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

2.12 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

2.14 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.15 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.16 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.17 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.18 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.22, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.19 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.20 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

2.21 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.22 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide, the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

2.23 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the Contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for Contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this Contract.

Equitable Adjustments

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with

the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment Manufacturer ("OEM") and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.12 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA may terminate the Contract in accordance with these Terms and Conditions.

3.13 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees 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 the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.15 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.16 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a confirmation of order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that a purchaser purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.17 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

3.18 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and Purchase Order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the purchaser, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.19 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

3.23 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from Contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's quarterly report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

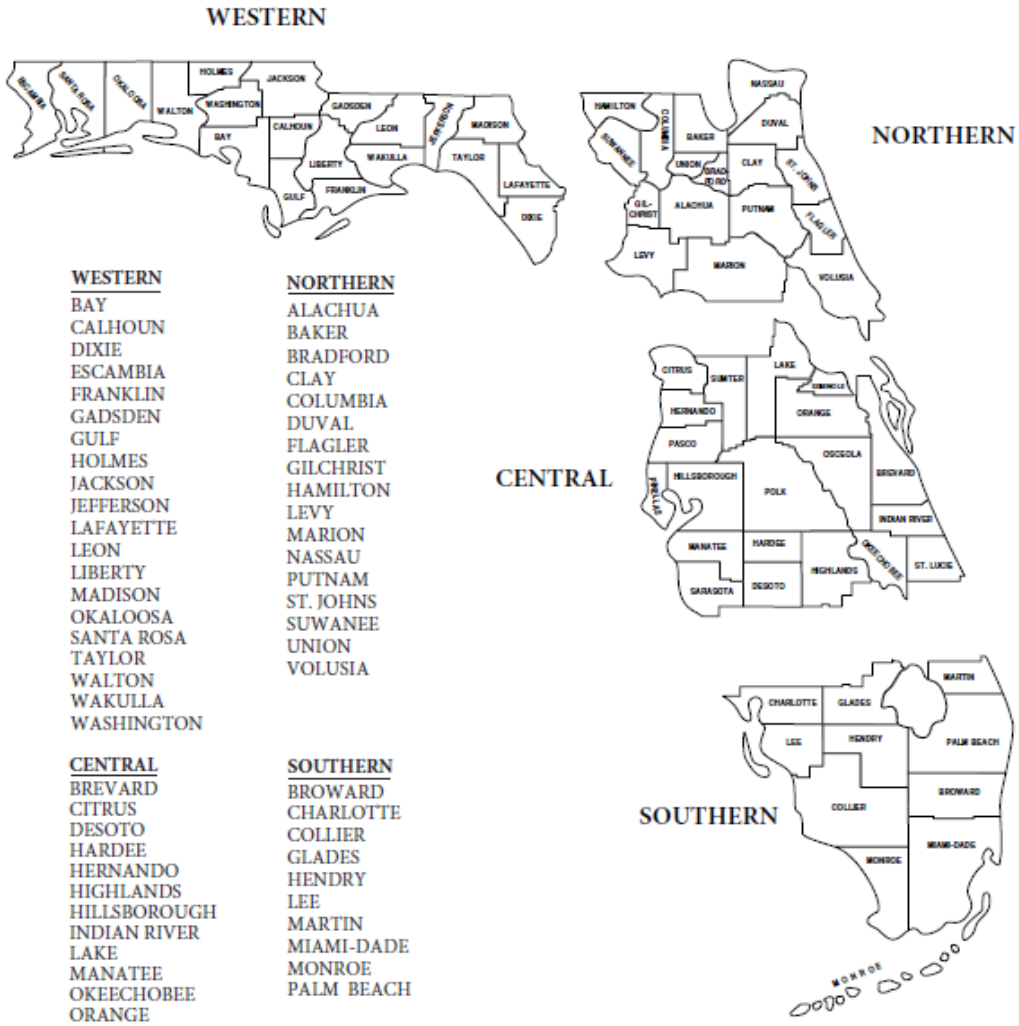
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA25-VEH23.0 Bid Calendar	Date
Bid Announcement	3/28/25
Voluntary Interested Bidder Workshop FSA25-VEH23.0	6/4/25
New Items & Specifications Submissions Due	6/12/25
Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training	7/15/25
Requests for Clarifications Due to FSA	7/24/25
FSA Response to Requests for Clarifications	7/30/25
Bid System Opens	8/1/25
Cone of Silence	8/1/25-9/23/25
Bid Submissions Due	9/2/25
Bid Tabulations Posted	9/3/25
Public Bid Opening	9/3/25
Bid Evaluations	9/15/25-9/19/25
Intent To Award	9/23/25
Final Award	10/1/25

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded Purchase Orders, Vendors must comply with the following provisions upon award of a federally funded Purchase Order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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 C.F.R. 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 C.F.R. 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. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. 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. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies 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. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

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 C.F.R. 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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) 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).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

(b) 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.
(c) See Public Law 115-232, section 889 for additional information.

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). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause 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.

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Base Specifications

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Item Groups Summary 2
Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis 4
Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis 5
Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis 6
Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis 7
Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis 8
Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis 9
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Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor 11
Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2 12
Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2 13
Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2 14
Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4 15
Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2 16
Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2 17
Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6 18
Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6 19
Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab 20
Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab 21
Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only) 22
Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only) 23
Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck 24
Tactical Armored Vehicle 25
Terminal Tractor 26
Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit 27
Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick 29
Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device 32

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Item Groups Summary

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer base specifications, all vehicles shall include air conditioning.
When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis (including front axle, rear axle, wheels, and tires) of sufficient GVWR to safely accommodate all options selected by the purchaser. In all areas of these specifications, bidders must comply with current Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

Buses

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Cab and Chassis Trucks

- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor

Turn-Key Trucks

- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit**
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick**
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device**

- Outriggers: A frame outriggers, swivel type stabilizer pads, 6 in club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50', ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity's requirements
- Upper Controls: Single stick type w/ enable, engine stop/start, platform leveling, platform tilt, on demand throttle disable
- Lower Controls: Platform tilt, individual boom controls located at turntable, winch control, throttle disable, upper/lower platform disable, engine start/stop
- Outrigger Controls: Located at rear, each side for view of outrigger placement, outrigger interlock, controls for auxiliary tool outlets, motion alarm, remote engine stop/start
- Auxiliary Letdown: For emergency descent of boom, electric 12 volt, pedestal control
- Color: White, matching truck and mounted body

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Engine: Gas
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 14 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 6-speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 33 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 36 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

FSA Item Group Description

- Electric Motor: 340 kW, 455 hp minimum
- Transmission: 2-speed transmission, differential mounted
- Batteries: 375 kW storage capacity, frame mounted
- GVWR: 54,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 250 kW, 355 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Batteries: 282 kW storage capacity
- GVWR: 26,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 260 hp (peak) 185 (continuous)
- Transmission: Direct drive (no transmission)
- Batteries: 210 kW battery pack
- GVWR: 33,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 25,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 30,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

FSA Item Group Description

- Engine: 200 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 12,000 lbs.
- Tilt cab only

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

FSA Item Group Description

- Engine: 250 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 25,000 lbs.
- Tilt cab only

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Motor: Electric powered with the OEM recommended electric motor(s) for this application with no less than a 350kW rating
- Batteries: Largest available battery for model bid, electric charging system on the truck must be SAE J1772 compliant
- GVWR: 60,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Engine: 300 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: Allison 4500 RDS automatic transmission
- GVWR: 60,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

FSA Item Group Description

- Engine: 70 hp diesel engine, EPA compliant
- Transmission: Hydrostatic transmission, four-wheel drive
- GVWR: 12,900 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Tactical Armored Vehicle

FSA Item Group Description

- Engine: 6.7LV-8 Turbo diesel, 330 hp
- Transmission: 10-speed automatic TorqShift with OD
- GVWR: GVWR sized to built vehicle (19,500 lbs. approximate)

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Terminal Tractor

FSA Item Group Description

- Engine: 173 hp diesel engine
- Transmission: 7-speed automatic (6 forward, 1 reverse)

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be completely plumbed and tested, and ready to work when delivered.

FSA Item Group Description:

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted 1,000 gal ROW spray unit
- Engine: Diesel engine, Turbocharged
- GVWR: 19,500 lbs.
- Transmission: Automatic
- Suspension: 19,500 lbs. heavy duty suspension, w/ stabilizer bars front and rear
- Frame: Heavy duty frame
- Wheelbase: 193", CA 108"
- Steering: Power steering
- Brakes: ABS, manufacturers standard brake system
- Wheels: Painted steel wheels 19.5, hub piloted
- Tires: 225/70R x 19.5 tires, on road/off road traction type on rear axle
- Chassis Equipment: Tow hooks on front, 40 gal fuel tank, steel front bumper, mudflaps, backup alarm
- Cab Exterior: Tow type mirrors, w/ convex spot mirrors, tinted glass
- Cab Interior: Electric windows and electric door locks, A/C and heater, vinyl bench seat, rubber flooring, gauge package, AM/FM radio, intermittent windshield wipers, tilt/telescope steering
- Color: Factory bright white

Mounted Body

- Mounted Body: Aluminum, flatbed type, welded body w/ expanded metal headache rack, approximately 96" x 186", 36" aluminum locking tool box
- Lighting: All LED DOT lighting, strobe lights
- Tank: 1,025 gal polyethylene tank, approximately 49" diameter x 139" length x 16" manway, horizontal leg type, adjustable tank mix jet agitation, 2" overhead ground fill w/ camlock and valve
- Mix Tank: 10 gal polyethylene mix tank, inductor tank for loading chemicals into main tank from the ground
- Eyewash/Handwash Tank: 20 gal, 12 volt pump
- Hose reel: 300' capacity of ½" agricultural hose, electric rewind, roller guides, JD-9 spray gun and hose included
- Pump: Honda GX-390, electric start engine, Hypro 9263C-C-SP self-priming centrifugal pump, 12 volt clutch, 122 GPM max, 156 PSI max, 1 ¼" outlet, 1 ½" inlet
- Spray Head: 5-section spray head, pivoting type from passenger side to drivers side, manual extension, power tilt, bottom spray nozzles, 5', 10', 20', and 30' spray swaths
- In Cab Controls: In cab controls for 5-section spray boom, pump pressure, strobe lights, tilt

control, pump clutch, pump start/stop

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

FSA Item Group Description

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted Terex Commander 4047 Digger Derrick Device, or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDS w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube, oil cooler
- Front Driving Axle: 14,000 lbs. front drive axle w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver-controlled differential lock
- Frame: Frame yield 50,000 psi , RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering w/ see-through reservoir
- Brakes: ABS air brakes w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains, w/ air connections, glad hands at rear of truck frame for trailers, trailer brake controller mounted in truck cab
- Front Suspension: 12,000 lbs., shock absorbers
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, front mudflaps
- Cab Exterior: air cab mounting, grab handles, air horn, heated west coast mirrors w/ convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

Mounted Body

- Mounted Body: standard manufacturers line body, approximately 174” long x 46” high x 94” wide
- Compartment Sizes:
    - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18” high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical

compartment approximately 24” wide x 46” wide x 18” deep
    - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18”deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/nonskid, adjustable shelves w/ dividers and lighting in all compartments
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles,
- Outrigger pad holders, wheel chocks storage, included in compartmentation
- Body Floor: painted w/nonskid, cargo tiedowns
- Hydraulic hose reel installed on body
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

Approximate Digger/Derrick Device Capacities and Dimensional Data

- Sheave Height: Intermediate boom extended 38.6’ maximum elevation; w/ upper boom extended 47.4’ maximum elevation
- Load Radius: 28.5’ from c/l of rotation at 0 degree w/ intermediate boom extended; 37.5’ from c/l of rotation at 0 degree w/ upper boom extended
- Lift Capacities: Maximum elevation 24,750 lbs. w/ all booms retracted; at 10’ radius 11,000 lbs.
- Work Zone Capacities: Median digging radius 20.5’; digging capacity at median radius 2,542 lbs.; lift capacity at median radius 4,524 lbs.
- Elevation: +80 degrees above horizontal to -20 degrees below horizontal
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Turntable Winch: Transferable pole buddy assembly (from intermediate boom to upper boom), 15,000 lbs. winch bare drum capacity, worm gear type, hydraulic counterbalance valve, two block
- Pole Guide: Installed on transferable pole buddy assembly, interlock system
- Pole Claw: Circular design for up to 23” in diameter
- 2-Speed Digger: 12,000 ft/lbs., hydraulic shift, planetary type
- LH Auger Storage and Digger Hanger: Box section type, hydraulic auger release, self-latching auger catch, stowage bracket, nylon strap for auger rollup, digger storage protection to protect auger storage cable
- Auger: 18” diameter, 104” length, carbide tooth, 2-5/8” solid hex type w/adjustment holes, rollup dish
- Hydraulic system: Open center type, permanent type hose fittings, 50 gal reservoir, relief valves protection for all derrick, digger and winch circuits, automatic Load Limiter Overload Protection to disable functions in an overload condition

- Lower Boom: Steel box type, double lift cylinders
- Intermediate Boom: Steel box type, holding valves on extend and retract
- Upper Boom: Filament wound fiberglass, boom rest w/ tie down, non-metallic rollers. Fiberglass boom will be tested and rated for line voltage up to and including 46 kV. Documentation will be provided w/unit.
- Upper Command Post: adjustable cushioned operator seat w/side rails
- Upper Controls: Single stick type for rotation, boom elevation, and intermediate boom, individual control for upper boom, engine stop/start, hydraulic system gauge, horn, foot throttle
- Outriggers: A-frame outriggers, swivel type stabilizer pads, 6" club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50', ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity's requirements
- Outrigger Controls: located at rear, each side for view of outrigger placement, outrigger interlock, auxiliary tool outlets, motion alarm, engine stop/start
- Wheel Chocks: Rubber wheel chocks, w/ storage well on mounted body
- Strobes: 6" strobe lights
- Front Winch and Bumper: 20,000 lbs. capacity hydraulic front winch, extended shaft to curb side, roller assembly, 200' of ½" wire rope, winch control in cab and front bumper, winch bumper rated for pulling capacity w/ tool box
- Color: White, matching truck and mounted body

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

**Revised Specification Group. Tilt Cab Specification split into two weight classes.*
***Indicates new item group.*

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Electric Motor: 160 kW, 215 hp minimum
- Batteries: 68 kW minimum
- GVWR: 14,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 19 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp minimum
- Batteries: 155 kW battery capacity minimum
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp
- Batteries: 155 kW battery capacity (approximate)
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 44 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

FSA Item Group Description:

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck w/ mounted Terex Optima TC-55 Aerial Device or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDA w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube
- Front Driving Axle: 14,000 lbs. front drive axle, w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver controlled differential lock,
- Frame: Frame yield 50,000 psi, RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering, with see-through reservoir
- Brakes: ABS air brakes, w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains w/ air connections, glad hands at rear of truck frame for trailers
- Front Suspension: 12,000 lbs., shock absorber
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted,
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, steel front bumper, front mudflaps
- Cab Exterior: Air cab mounting, grab handles, air horn, heated west coast mirrors w/convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: Electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

Mounted Body

- Mounted Body: Standard manufacturers line body, approximately 168” long x 46” high x 94” wide
- Compartment Sizes:

  - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18”high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” wide x 18” deep
  - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18” deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/ nonskid, adjustable shelves w/ dividers and compartment interior lighting
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles
- Body Floor: Painted w/ nonskid, cargo tiedowns
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

Approximate Aerial Device Dimensional Data:

- Bottom of Platform: 55’
- Working Height: 60’
- Side Reach: 42.8’
- Bottom of Platform to Ground: 1.3’
- Lower Boom Articulation to Ground: 116 degrees in non over center position
- Platform Rotator: 105 degrees of forward rotation
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Hydraulic System: Open center type, permanent type hose fittings, 50 gal reservoir, dual tool outlets at platform w/ flow control
- Aerial Device Dielectrically Tested and Certification: Aerial device will be a Category C machine in accordance and is dielectrically tested and rated on systems up to 46 kV phase to phase as per ANSI/SIA A92.2-2015
- Lower Boom: Filament wound fiberglass w/ insulating gap
- Upper Boom: Filament wound tapered w/ insulating gap, boom rest w/ cam type tie down
- Platform: Side mounted, fiberglass, 24” x 48” x 42”, curbside, w/ access steps slip resistant type, hydraulic leveling , 700 lbs. capacity, padded platform rest, insulated platform liner tested at 50 kV AC, 2 safety harness w /lanyard and fall arrest, waterproof platform cover
- Load Jib: Hydraulic extension, infinite positioning -20 to +105 degrees, 2,000 lbs. hydraulic winch w/ 75’ of load line, load chart

FSA Cooperative Purchasing Program

FSA23-VEH21.1 Heavy Trucks & Buses Extension Packet

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Contract Extension Amendment
Contract FSA23-VEH21.0: Heavy Trucks and Busses
Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

H. Oliver

Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program

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Notice of Final Award
FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Michael Crawford

Signature:

Michael Crawford

Date:

05/14/2024

Awarded Vendor Company Name:

All Roads Kenworth, LLC

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Charlie Rodgers

Signature:

Charlie Rodgers Digitally signed by: Charlie Rodgers DN: CN = Charlie Rodgers email = crodgers@palmettofordtrucks.com C = US O = Bachrodt FT, LLC. OU = Palmetto Ford of Miami Date: 2024.04.18 15:10:52 -04'07'

Awarded Vendor Company Name:

Bachrodt FT, LLC. dba Palmetto Ford of Miami

Date:

April 18th, 2024

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Jeff Young

Signature:

Awarded Vendor Company Name: Bozard Ford CO

Date: 5/6/2024

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Tammy D Steemken

Signature:

Awarded Vendor Company Name: Brayhill Equipment LLC

Date: 04/19/2024

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

William Young

Signature:

William Young

Awarded Vendor Company Name:

Container Systems & Equip. Co., III

Date:

4-15-24

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Chuck Calhoun

Signature:

Awarded Vendor Company Name: Cumberland International Trucks

Date: 4/11/24

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Howard B. Williams

Signature:

Howard B. Williams

Awarded Vendor Company Name:

DeLand Truck Center, Inc.

Date:

4/12/24

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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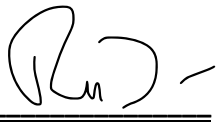
For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

RICHARD TACKETT

Signature:



Awarded Vendor Company Name:

DUVAL FORD

Date:

4/10/24

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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Name of Authorized Agent (Please Print):

RYAN VAN WOLVELAERE

Signature:

Awarded Vendor Company Name:

FLORIDA KENWORTH, LLC

Date:

5/30/24

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Robert Frick

Signature:

Digitally signed by Robert Frick
Date: 2024.04.10 15:22:46 -04'00'

Awarded Vendor Company Name:

Florida Transportation Systems

Date:

4/10/24

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Tallahassee, Florida 32308
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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Ed Costello

Awarded Vendor Company Name:

Kenworth of Jacksonville

Signature:

Date:

4/12/24

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FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

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Name of Authorized Agent (Please Print):

Douglas Gifford

Signature:

Douglas Gifford

Digitally signed by Douglas Gifford
Date: 2024.05.15 08:50:05 -04'00'

Awarded Vendor Company Name:

Matthews Bus Alliance, Inc.

Date:

5/15/24

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FSA23-VEH21.0: Heavy Trucks and Busses

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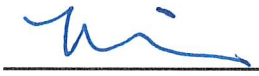
Name of Authorized Agent (Please Print):

Nick Corley

Signature:



Awarded Vendor Company Name:

Model 1 Commercial Vehicles, Inc.

Date:

4-22-2024

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Lloyd W Bardridge CFO

Signature:

Awarded Vendor Company Name: NAZARETH

Date: 5-21-24

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Anthony Abatecola

Signature:

bc646917-97ab-4297-b927-cd662cab4f24 Digitally signed by bc646917-97ab-4297-b927-cd662cab4f24 Date: 2024.04.10 11:09:33 -04'00'

Awarded Vendor Company Name:

Nextran Truck Centers

Date:

4/10/24

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FSA23-VEH21.0: Heavy Trucks and Busses

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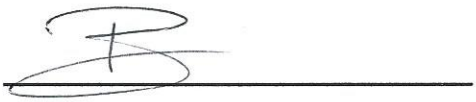
Name of Authorized Agent (Please Print): ROBERT SCHARPNICK

Signature: 

Awarded Vendor Company Name: ORLANDO FREIGHTLINER

Date: 4-12-24

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Elena Christakis

Signature:

Elena Christakis

Digitally signed by Elena Christakis
Date: 2024.06.11 10:24:51 -07'00'

Awarded Vendor Company Name:

Phoenix Motorcars Leasing LLC

Date:

6/11/24

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2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Carlos Correa

Signature:

Carlos Correa Digitally signed by Carlos Correa Date: 2024.04.12 14:08:50 -04'00'

Awarded Vendor Company Name:

Rechtien International Trucks

Date:

4/12/24

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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Wade Bosarge

Signature:

Wade Bosarge Digitally signed by Wade Bosarge Date: 2024.04.15 11:22:47 -04'00'

Awarded Vendor Company Name:

Rush Truck Centers of Florida

Date:

4/15/24

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FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

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Name of Authorized Agent (Please Print):

Donald Maher

Signature:

DONALD MAHER

Digitally signed by DONALD MAHER
Date: 2024.04.23 16:59:38 -04'00'

Awarded Vendor Company Name:

SBL FREIGHTLINER, LLC

Date:

4/23/24

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Shane Polson

Signature:

Awarded Vendor Company Name:

Southern States ToyotaLift

Date:

5/20/24

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FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): DAVID C. METCALF

Signature: David C. Metcalf

Awarded Vendor Company Name: Sun State International Trucks

Date: 4/10/2024

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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Scott Endris

Signature:

Scott Endris

Awarded Vendor Company Name:

Tampa Truck Center LLC

Date:

4/10/24

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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Blake R. Ebben

Signature:

Awarded Vendor Company Name: Ten-8 Fire & Safety

Date: 4/10/24

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Lucus Witzke

Signature:

Lucus Witzke Digitally signed by Lucus Witzke Date: 2024.04.11 15:35:16 -04'00'

Awarded Vendor Company Name:

Terradyne Armored Vehicles

Date:

4/11/24

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Andy Hallums

Signature:

Awarded Vendor Company Name: The Peterbilt Store South Florida LLC

Date: 4/10/24

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Guillermo Chez

Signature:

Awarded Vendor Company Name: TRUCKMAX, INC

Date: 5-21-24

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): GUILLERMO CHEZ.

Signature:

Awarded Vendor Company Name: TRUCKMAX ISUZU

Date: 5-21-24.

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Andrew T. Bennett

Signature:

Awarded Vendor Company Name: Truckworx of DeLand Spring

Date: 5-15-24

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEH21.1 Addition of Repair and Replacement Parts

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
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Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

Contract Amendment
FSA23-VEH21.1: Heavy Trucks and Buses
Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

3.26 – REPAIR AND REPLACEMENT PARTS

FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.

Vendors may provide pricing by submitting a parts pricing sheet to cpp@flsheriffs.org. Vendors are encouraged, but not required to use the template.

Items listed below are required for the submission of the pricing sheet:

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

For questions regarding this contract amendment, please email cpp@flsheriffs.org

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☑ **Yes, we wish to offer parts. Please see our completed pricing sheet.**

☐ **No, we do not wish to offer parts.**

Name of Authorized Agent (Please Print): Jerry Williams

Signature:

Awarded Vendor Company Name: Orlando Freightliner Inc.

Date: 2/26/25

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEH21.1 Bid Awards

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options
Northern	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options
Central	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options
Southern	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 5, Phoenix Motorcars, Z600 Type A School Bus, Z600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Northern	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Central	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Southern	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 2, Bluebird, Vision Electric, Vision Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 3, Bluebird, All-American Electric, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

Item: 6, BYD, The Dreamer, Type D Electric School Bus

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 7, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 8, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 93, StarTrans, The Senator II, Senator SII 22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 9, Bluebird, Vision, Vision

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 11, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 94, StarTrans, The Senator II HD, Senator HD 28

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

Item: 12, Bluebird, T3RE, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Item: 13, Bluebird, T3FE, T3FE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 14, Kenworth, T680E, T680E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$467,936.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$471,912.00 $500,286.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$471,912.00 $500,286.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 15, Peterbilt, 579EV, 579EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$484,000.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 16, Volvo, VNR, VNR

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$399,036.00	Build	Options
Northern	Primary	Nextran Truck Centers	$399,036.00	Build	Options
Central	Primary	Nextran Truck Centers	$399,036.00	Build	Options
Southern	Primary	Nextran Truck Centers	$399,036.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 18, International, EMV, MV60E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$278,256.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$276,210.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$276,210.00 $276,466.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$276,903.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 19, Mack, MD7 Electric, MDe7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$250,028.00	Build	Options
Northern	Primary	Nextran Truck Centers	$250,028.00	Build	Options
Central	Primary	Nextran Truck Centers	$250,028.00	Build	Options
Southern	Primary	Nextran Truck Centers	$250,028.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 20, Battle Motors, LNT, LNT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	$428,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	$426,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$423,600.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 21, Peterbilt, 220EV, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$358,082.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 23, Ford, F-550 Crew Cab, W5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,456.00	Build	Options
	Alternate	Duval Ford LLC	$64,067.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,156.00	Build	Options
	Alternate	Duval Ford LLC	$63,635.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,956.00	Build	Options
	Alternate	Duval Ford LLC	$63,941.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,956.00	Build	Options
	Alternate	Duval Ford LLC	$64,119.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 24, Ford, F-550 Super Cab, X5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,619.00	Build	Options
	Alternate	Duval Ford LLC	$63,686.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,319.00	Build	Options
	Alternate	Duval Ford LLC	$63,253.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,119.00	Build	Options
	Alternate	Duval Ford LLC	$63,559.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,119.00	Build	Options
	Alternate	Duval Ford LLC	$63,737.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 25, Ford, F-600 Super Cab, F6K

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,652.00	Build	Options
	Alternate	Duval Ford LLC	$65,276.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,352.00	Build	Options
	Alternate	Duval Ford LLC	$64,844.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,152.00	Build	Options
	Alternate	Duval Ford LLC	$65,150.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,152.00	Build	Options
	Alternate	Duval Ford LLC	$65,328.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Regular Cab, F5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$61,914.00	Build	Options
Northern	Primary	Duval Ford LLC	$61,480.00	Build	Options
Central	Primary	Duval Ford LLC	$61,786.00	Build	Options
Southern	Primary	Duval Ford LLC	$61,965.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 27, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$69,422.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$68,392.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$68,263.00 $68,392.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$68,364.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 28, Kenworth, T180, T180

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$95,559.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$95,909.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$95,909.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 29, Peterbilt, 535, 535

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$106,067.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 31, Ford, F-550 Super Cab, X5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,675.00	Build	Options
	Alternate	Duval Ford LLC	$66,310.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,375.00	Build	Options
	Alternate	Duval Ford LLC	$65,878.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,175.00	Build	Options
	Alternate	Duval Ford LLC	$66,184.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,175.00	Build	Options
	Alternate	Duval Ford LLC	$66,362.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 32, Ford, F-550 Crew Cab, W5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,639.00	Build	Options
	Alternate	Duval Ford LLC	$67,285.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,339.00	Build	Options
	Alternate	Duval Ford LLC	$66,852.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,139.00	Build	Options
	Alternate	Duval Ford LLC	$67,158.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,139.00	Build	Options
	Alternate	Duval Ford LLC	$67,336.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 33, Ford, F-550 Regular Cab, F5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,966.00	Build	Options
	Alternate	Duval Ford LLC	$64,583.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,966.00	Build	Options
	Alternate	Duval Ford LLC	$64,150.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,466.00	Build	Options
	Alternate	Duval Ford LLC	$64,456.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,466.00	Build	Options
	Alternate	Duval Ford LLC	$64,635.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 34, Ford, F-600 Regular Cab, F6L

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,298.00	Build	Options
	Alternate	Duval Ford LLC	$67,946.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,993.00	Build	Options
	Alternate	Duval Ford LLC	$67,514.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,793.00	Build	Options
	Alternate	Duval Ford LLC	$67,819.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,793.00	Build	Options
	Alternate	Duval Ford LLC	$67,997.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 35, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$73,130.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$72,095.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$71,971.00 $72,095.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$72,283.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 36, Ford, F-650 Regular Cab, F6D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$69,110.00 $70,751.00	Build Build	Options Options
Northern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$68,810.00 $70,751.00	Build Build	Options Options
Central	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$68,610.00 $70,751.00	Build Build	Options Options
Southern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$68,610.00 $70,751.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 37, Freightliner, M2, 106

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options
Northern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options
Central	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options
Southern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 38, Hino, L6, L6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$75,821.00	Build	Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$75,821.00 $80,036.00	Build Build	Options Options
Central	Primary	TRUCKMAX, INC.	$75,821.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$75,821.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 39, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$82,432.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$81,408.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$81,331.00 $81,408.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$81,883.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 40, Kenworth, T280, T280

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$102,073.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$93,667.00 $97,413.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$93,667.00 $97,413.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 41, Mack, MD6, MD6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Northern	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Central	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Southern	Primary	Nextran Truck Centers	$87,179.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 42, Peterbilt, 536, 536

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$109,703.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 43, Ford, F-750 Regular Cab, F7D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,737.00 $72,136.00	Build Build	Options Options
Northern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,437.00 $72,136.00	Build Build	Options Options
Central	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,237.00 $72,136.00	Build Build	Options Options
Southern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,237.00 $72,136.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 44, Freightliner, M2, 106

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	Orlando Freightliner	$81,514.00	Build	Options
	Alternate	SBL Freightliner, LLC	$81,700.00	Build	Options
Northern	Primary	Orlando Freightliner	$81,229.00	Build	Options
	Alternate	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	SBL Freightliner, LLC	$81,700.00	Build	Options
Central	Primary	Orlando Freightliner	$80,922.00	Build	Options
	Alternate	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	SBL Freightliner, LLC	$81,700.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$80,600.00	Build	Options
	Alternate	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	Orlando Freightliner	$81,514.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 45, Hino, L7, L7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$80,327.00	Build	Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$80,327.00 $81,939.00	Build Build	Options Options
Central	Primary	TRUCKMAX, INC.	$80,327.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$80,327.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 46, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$83,917.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$82,893.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$82,816.00 $82,893.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$83,205.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 47, Kenworth, T380, T380

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$102,925.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,463.00 $98,800.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,463.00 $98,800.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 48, Mack, MD7, MD7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$92,593.00	Build	Options
Northern	Primary	Nextran Truck Centers	$92,593.00	Build	Options
Central	Primary	Nextran Truck Centers	$92,593.00	Build	Options
Southern	Primary	Nextran Truck Centers	$92,593.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 49, Peterbilt, 537, 537

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$115,029.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 50, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$114,258.00	Build	Options
Northern	Primary	Tampa Truck Center	$114,258.00	Build	Options
Central	Primary	Tampa Truck Center	$114,258.00	Build	Options
Southern	Primary	Tampa Truck Center	$114,258.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 51, Freightliner, M2, 112

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$114,240.00	Build	Options
	Alternate	SBL Freightliner, LLC	$114,800.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options
Northern	Primary	Orlando Freightliner	$114,240.00	Build	Options
	Alternate	SBL Freightliner, LLC	$114,800.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options
Central	Primary	Orlando Freightliner	$113,660.00	Build	Options
	Alternate	SBL Freightliner, LLC	$113,800.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$112,800.00	Build	Options
	Alternate	Orlando Freightliner	$114,240.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 52, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$118,746.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$117,721.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$117,665.00 $117,721.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$118,336.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 53, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$133,958.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$132,946.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$132,819.00 $132,946.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$133,958.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 54, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$142,390.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$141,784.00 $142,158.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$141,784.00 $142,158.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 55, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$136,427.00	Build	Options
Northern	Primary	Nextran Truck Centers	$136,427.00	Build	Options
Central	Primary	Nextran Truck Centers	$136,427.00	Build	Options
Southern	Primary	Nextran Truck Centers	$136,427.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 56, Peterbilt, 567, 567

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$163,188.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 57, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$136,489.00	Build	Options
Northern	Primary	Nextran Truck Centers	$136,489.00	Build	Options
Central	Primary	Nextran Truck Centers	$136,489.00	Build	Options
Southern	Primary	Nextran Truck Centers	$136,489.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 58, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$132,716.00	Build	Options
	Alternate	Orlando Freightliner	$133,306.00	Build	Options
Northern	Primary	Tampa Truck Center	$132,716.00	Build	Options
	Alternate	Orlando Freightliner	$133,306.00	Build	Options
Central	Primary	Tampa Truck Center	$132,716.00	Build	Options
	Alternate	Orlando Freightliner	$132,736.00	Build	Options
Southern	Primary	Tampa Truck Center	$132,737.00	Build	Options
	Alternate	Orlando Freightliner	$133,306.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 59, Freightliner, M2, 112

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	SBL Freightliner, LLC	$108,600.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Northern	Primary	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	SBL Freightliner, LLC	$108,900.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Central	Primary	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	SBL Freightliner, LLC	$108,600.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$106,600.00	Build	Options
	Alternate	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 60, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$130,924.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$129,914.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$129,850.00 $129,914.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$130,335.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 61, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$117,875.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$116,850.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$116,812.00 $116,850.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$118,380.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 62, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Truckworx Kenworth	$173,342.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$146,040.00	Build	Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$136,917.00 $137,927.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$136,917.00 $137,927.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 63, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$143,570.00	Build	Options
Northern	Primary	Nextran Truck Centers	$143,570.00	Build	Options
Central	Primary	Nextran Truck Centers	$143,570.00	Build	Options
Southern	Primary	Nextran Truck Centers	$143,570.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 64, Peterbilt, 5671, 5671

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$165,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 65, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$138,213.00	Build	Options
Northern	Primary	Nextran Truck Centers	$138,213.00	Build	Options
Central	Primary	Nextran Truck Centers	$138,213.00	Build	Options
Southern	Primary	Nextran Truck Centers	$138,213.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 66, Western Star, 49X, 49X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$130,391.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Northern	Primary	Orlando Freightliner	$130,391.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Central	Primary	Orlando Freightliner	$129,803.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Southern	Primary	Orlando Freightliner	$130,391.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$137,599.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 67, Battle Motors, LNT, LNT-21

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	$177,207.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$178,411.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	$177,207.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$178,411.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$178,411.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$177,207.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 68, Isuzu, NPR-HD, N3F1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 69, Isuzu, FTR Chassis, MT1/G1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 70, Kenworth, K270, K270

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$99,510.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,870.00 $99,516.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,870.00 $99,516.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 71, Peterbilt, 2201, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$122,502.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Mobile Command Unit/Critical Response Unit

Item: 76, Frontline Communications, CRU-22, CRU-22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options
Northern	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options
Central	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options
Southern	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 78, Battle Motors, LET II, LET II

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$466,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$463,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$460,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 80, Mack, Mack LR Electric, Mack LR Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$489,564.00	Build	Options
Northern	Primary	Nextran Truck Centers	$489,564.00	Build	Options
Central	Primary	Nextran Truck Centers	$489,564.00	Build	Options
Southern	Primary	Nextran Truck Centers	$489,564.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 81, Peterbilt, 520EV, 520EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$509,545.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 82, Autocar, ACX64, ACX64

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$204,315.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$202,915.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$200,415.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$199,715.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 83, Battle Motors, LET2, LET2-44

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	$212,088.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$212,700.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	$212,088.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$212,700.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$212,700.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$212,088.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 85, Mack, TE Series, TE Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$185,003.00	Build	Options
Northern	Primary	Nextran Truck Centers	$185,003.00	Build	Options
Central	Primary	Nextran Truck Centers	$185,003.00	Build	Options
Southern	Primary	Nextran Truck Centers	$185,003.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 86, Peterbilt, 520, 520

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$209,896.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

Item: 87, Broyhill, TD3.6, TD3.6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options
Central	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 88, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	$220,821.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	$221,316.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	$220,821.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	$221,316.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 89, Autocar, ACTT42, ACTT42

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Southern States ToyotaLift SBL Freightliner, LLC	$142,995.00 $151,389.00	Build Build	Options Options
Northern	Primary Alternate	Southern States ToyotaLift SBL Freightliner, LLC	$142,995.00 $151,389.00	Build Build	Options Options
Central	Primary Alternate	Southern States ToyotaLift SBL Freightliner, LLC	$142,995.00 $149,389.00	Build Build	Options Options
Southern	Primary	SBL Freightliner, LLC	$147,389.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 90, Kalmar Ottawa, T2, 71056

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	$139,341.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$139,240.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Central	Primary	Kenworth of Jacksonville	$139,442.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	$139,643.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 91, Kalmar Ottawa, T2 4x2 Offroad, 71055

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	$135,551.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$135,450.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Central	Primary	Kenworth of Jacksonville	$135,652.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	$135,853.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 92, Tico, Pro-Spotter, Pro-Spotter

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Northern	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Central	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Southern	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options

FSA Cooperative Purchasing Program

FSA23-VEH21.1: Heavy Trucks & Buses Terms & Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Base Specification: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Bidder: A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

D. Build sheet: A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

G. Factory: Refers to the manufacturer produced products.

H. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

I. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- Compliance Attestations
    - E-Verify
    - Drug-Free Workplace
    - Workers Compensation
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
    - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms &Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year's models, when the manufacturer changes price during the contract

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, “Item Cost” is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, “Total Cost” is defined as the Item Cost, plus costs of dealer’s floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, “Bid Price” is defined as the Total Cost and profit.

As used in this provision, “Percent” is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year’s model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors’ percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers’ request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. *See* Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
  - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
  - Bid Price for each item bid by zone, as defined in Section 2.11
  - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
  - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees 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 the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

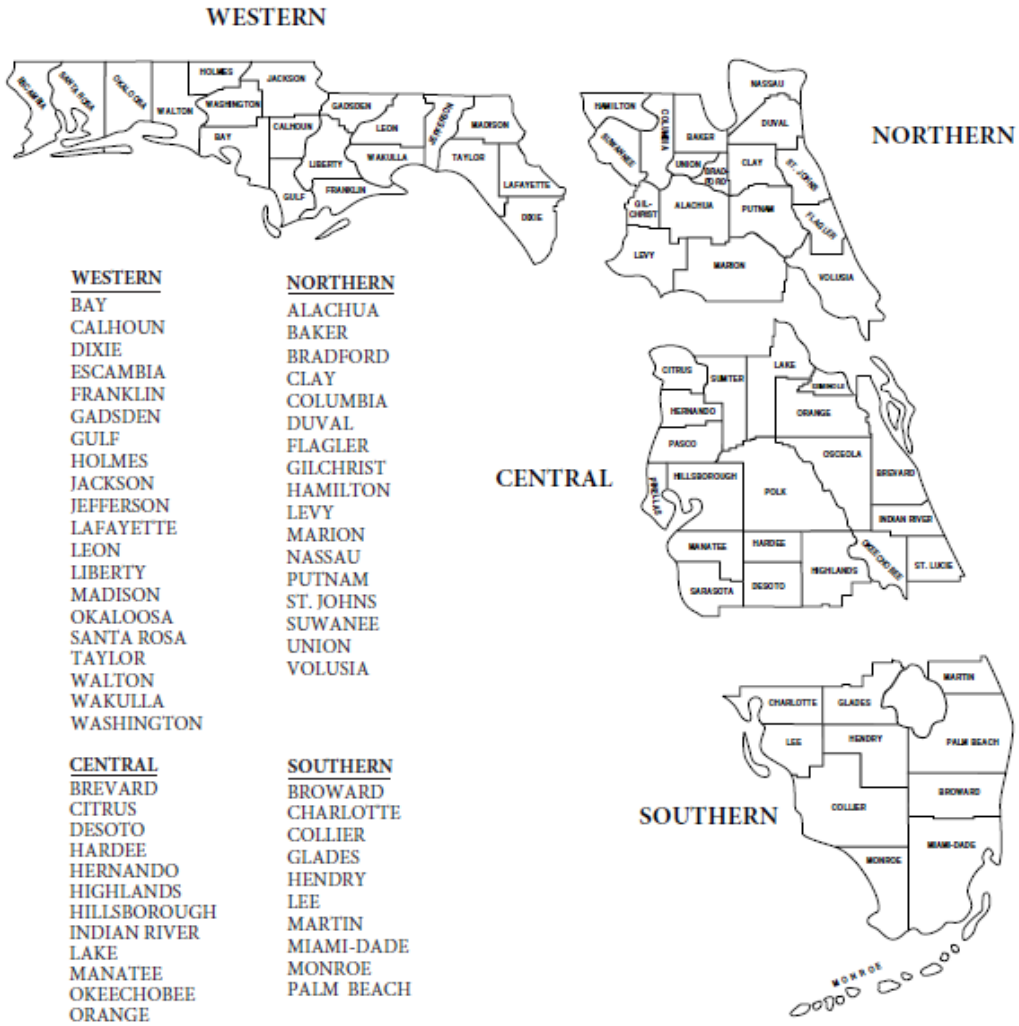
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-VEH21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-EQU21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

Appendix C: ACH Payments

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

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." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

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. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies 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. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) 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).

(i) 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).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) 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.

(b) 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.
(c) See Public Law 115-232, section 889 for additional information.

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). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause 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.

Req #26/2016

NEXTRAN TRUCK CENTERS

Buyer's Order

Nextran Truck Centers - Orlando
2200 W. Landstreet Road
Orlando, FL 32809
(407) 855-1200 or (800) 800-6225 Fax (407) 826-0914

Salesperson: Matt Fleming

Date: 11/6/2025

CUSTOMER INFORMATION

Name: City of Fort Pierce
Address: 52 Savanna Rd. Phone: (772) 467-3815
City: Fort Pierce State: FL Zip Code: 34982 County: St. Lucie

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
1	2026	Isuzu	NPR-HD	TBD
			2nd VIN	-
			3rd VIN	-
			4th VIN	-
			5th VIN	-

See Addendum for Additional VIN #

Body Details

Year	Make	Model	SERIAL #
2025	MC Ventures T	MJ 14' Dump	MCV1672
-	-	-	-
		2nd Serial #	-
		3rd Serial #	-
		4th Serial #	-
		5th Serial #	-

FSA Specification

Order Code	Option	Price
ERGENCY SHUT	EMER ENGINE SHUTDOWN	$ 100.00
CREW CAB	CREW CAB 7 PASSENGER	$ 6,159.00
BACK-UP ALARM	FACTORY INSTALLED BACK-UP	$ 124.00
Order Code	NON-PUBLISHED	
DUMP BODY	MC VENTURES CUSTOM DUMP	$ 14,000.00

Order Code	Option	Price
		$ 20,383.00

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 25-VEH23.0

Group: Cab and Chassis Trucks: 12,000 lbs: GVWR (DRW) 4X2 Tilt Cab ITEM: 23, Isuzu NPR HD, N3F1

FSA TRUCK SPECIFICATION

Price below reflects per unit

	ALL TRUCKS	
Total Selling Price	$ 83,153.00	
Extended Warranty	$ 500.00	
APU	$ -	
Premium Maint. Plan	$ -	
Subtotal	$ 83,653.00	
Disposal/Temp Tags	$ 9.00	
Tire Tax Credit	$ -	
Tag and Title	$ -	
Miscellaneous	$ 5.95	
County Surtax	$ 50.00	
Total before Down Pmt	$ 83,717.95	
Down Payment	$ -	
Total Price ALL	**$ 83,717.95**	

Locals and Comments

Included:
60 month/200,000 mile extended powertrain warranty with exhaust after-treatments

14ft aluminum landscape dump with a chipper hood, tarp arms, rear barndoor and a trailer tow package

Emergency shut down
Back up alarm
-
Crew cab
-
-

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement. I further understand that the terms and conditions that follow are a true and integral part of this agreement.

Purchaser's Signature *Date*

Accepted by Nextran Truck Centers *Date*

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

TERMS AND CONDITIONS

1. Acceptance. The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.

2. Purchaser's Payment of Charges. Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.

3. Deposit. Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.

4. Commercially Reasonable Efforts. Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.

5. Warranties. DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE **SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.** Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ ***(Initials of Purchaser)***

6. Limitation of Liability; Waiver of Claims. Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.

Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.

7. Modifications by Others. Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

8. Trade-in Allowance. The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.

9. Entire Agreement. This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.

10. Assignment. This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.

11. Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury. This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.

12. Miscellaneous. Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By: _____

(Purchaser Signature)

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 23, Isuzu, NPR-HD, N3F1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options

Florida Sheriffs Association Cooperative Purchasing Program Options List

Bid Number	FSA25-VEH23.0
Bid Title	Heavy Trucks and Buses
Bidder	Nextran Truck Centers
Item Make & Model	Isuzu NPR-HD
Item Number	23

Option Code	Description	Price	Installation	MSRP Discount	Cost-Plus Markup
ENGINE					
EMERGENCY SHUTOFF	EMERGENCY ENGINE SHUT DOWN HIGH TEMP, LOW COOLANT, LOW OIL PRESSURE	$100.00	Factory		15.00%
IDLE SHUTDOWN	5 MINUTE IDLE SHUTDOWN	$100.00	Factory		15.00%
AXLES/SUSPENSIONS/GVW PACKAGES					
NPR D	NPR 12,000 GVW CHASSIS (GAS CHASSIS ONLY) (CREDIT)	-$4,551.00	Factory		15.00%
NPR-HD G	NPR-HD 14,500 GVW CHASSIS WITH 6.6L GAS ENGINE (CREDIT)	-$2,732.00	Factory		15.00%
NPR-XD D	NPR-XD 16,000 GVW CHASSIS WITH DIESEL ENGINE	$2,857.00	Factory		15.00%
NQR G	NQR 17,950 GVW CHASSIS WITH 6.6L GAS ENGINE	$884.00	Factory		15.00%
NRR D	NRR 19,500 GVW CHASSIS WITH DIESEL ENGINE	$7,428.00	Factory		15.00%
NRR G	NRR 19,500 GVW CHASSIS WITH 6.6L GAS ENGINE	$2,236.00	Factory		15.00%
XL WB	EXTENDED 200" OR 212" WHEELBASE FOR LONGER BODIES NQR OR NRR ONLY	$6,166.00	Factory		15.00%
CREW CAB	CREW CAB 7 PASSENGER OPTION	$6,159.00	Factory		15.00%
ADDITIONAL FACTORY OPTIONS					
BACKUP ALARM	FACTORY INSTALLED BACKUP ALARM	$124.00	Factory		15.00%
DLR BACKUP ALARM	DEALER INSTALLED BACKUP ALARM	$370.00	Factory		15.00%
LED PKG	LED LIGHTING PACKAGE	$397.00	Factory		15.00%
SUSPENSION SEAT	SUSPENSION DRIVERS SEAT UPGRADE	$845.00	Factory		15.00%
HIGH VIS BELT	HIGH VISIBILITY SEAT BELT	$90.00	Factory		15.00%
COLLISION AVOID	FORWARD COLLISION AVOIDANCE MOBILEYE	$1,139.00	Factory		15.00%
CHROME GRILLE	FRONT CHROME GRILLE PACKAGE	$214.00	Factory		15.00%
SEAT COVER	FACTORY INSTALLED SEAT COVERS	$362.00	Factory		15.00%
7" RADIO BKP CAM	7" TOUCH SCREEN RADIO WITH BACKUP CAMERA SHIPPED LOOSE	$1,370.00	Factory		15.00%
AIR DEFLECTOR	ROOF MOUNTED AIR DEFLECTOR (NOT AVAILABLE ON CREW CAB MODEL)	$1,104.00	Factory		15.00%
BODIES					
REAR LOADER	PLEASE INQUIRE ABOUT REAR LOADER BODY OPTIONS	REQUEST	Vendor		0.00%
DUMP BODY	PLEASE INQUIRE ABOUT DUMP BODY BODY OPTIONS	REQUEST	Vendor		0.00%
FLAT BED	PLEASE INQUIRE ABOUT FLAT BED BODY OPTIONS	REQUEST	Vendor		0.00%
ATTENUATOR	PLEASE INQUIRE ABOUT ATTENUATOR BODY OPTIONS	REQUEST	Vendor		0.00%
VAN BODY	PLEASE INQUIRE ABOUT VAN BODY BODY OPTIONS	REQUEST	Vendor		0.00%
REFRIDGERATED BODY	PLEASE INQUIRE ABOUT REFRIDGERATED BODY BODY OPTIONS	REQUEST	Vendor		0.00%
GRAPPLE	PLEASE INQUIRE ABOUT GRAPPLE BODY OPTIONS	REQUEST	Vendor		0.00%
TANK BODY	PLEASE INQUIRE ABOUT TANK BODY BODY OPTIONS	REQUEST	Vendor		0.00%
EXTENDED WARRANTY					
Warranty	Extended Warranty Options	REQUEST	Factory		0.00%
TAG/TITLE					
TRANSFER	TRANSFER EXISTING REGISTRATION (MUST PROVIDE TAG NUMBER)	REQUEST	Vendor		0.00%
NEW	NEW STATE TAG (SPECIFY STATE, COUNTY, CITY, SHERIFF, ETC.)	REQUEST	Vendor		0.00%

NEXTRAN ISUZU TRUCK CENTER FORT MYERS

Shelby Moore | 239-334-7300 | smoore@nextranusa.com

NPR-HD #JALC4W169H7000927 (2026 NPR-HD Cab Chassis, 3F1 109"WB, 86.5"CA, 14,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	Weight
Model			
	3F1	NPR-HD Cab Chassis 109"WB, 86.5"CA	
	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning	
Emissions			
	EPA	Federal. These vehicles have a Federal Emissions System. Not for sale in California or other CARB adopting states.	0.0 lbs.
Tires			
	I5H	LRR (low rolling resistance)	0.0 lbs.
Engine			
	I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.	0.0 lbs.
Transmission			
	I1W	Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,	0.0 lbs.
Wheelbase			
	IA8	109 inches 86.5"CA	0.0 lbs.
Air Cleaner			
	KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).	0.0 lbs.
Alternator			
	I2C	140 AMP. with integral regulator.	0.0 lbs.
Battery			
	IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts	0.0 lbs.
Exhaust			
	IX7	Single horizontal with DPF/SCR exhaust system	0.0 lbs.
Front Axle			
	ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.
Front Suspension			
	ID4	6,830 lb. capacity. Semi-elliptical tapered leaf springs. Includes shock absorbers and stabilizer bar.	0.0 lbs.
Front Wheels			
	RBY	16" X 6", 6-hole disc, painted white.	0.0 lbs.
Front Tires			
	I53I69	215/85R16E (10 ply) tubeless Radial, all season tread.	0.0 lbs.

Current report content is based on data as of 2025-08-24 20:46:41. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Copyright (c) 2025 Isuzu Commercial Truck of America, Inc.

Initial: _____

NEXTRAN ISUZU TRUCK CENTER FORT MYERS

Shelby Moore | 239-334-7300 | smoore@nextranusa.com

NPR-HD #JALC4W169H7000927 (2026 NPR-HD Cab Chassis, 3F1 109"WB, 86.5"CA, 14,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	Weight
Rear Suspension			
	I27	9,880 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers	0.0 lbs.
Rear Axle			
	I36	R040, single-speed, 11,020 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.
Ratio			
	005	4.56:1	0.0 lbs.
Rear Wheels			
	RBZ	16" X 6", 6-hole disc, painted white.	0.0 lbs.
Rear Tires			
	I53I34	215/85R16E (10 ply) tubeless Radial, all season tread.	0.0 lbs.
Tire Pressure Monitoring System (TPMS)			
	JFH	Tire pressure sensors are installed onto each wheel to detect changes in tire pressure and tire temperature. TPMS status will be displayed within the instrument panel.	0.0 lbs.
Fuel Tank			
	I4I	30 Gallon Stainless Steel In-Rail Fuel Tank	0.0 lbs.
Seat			
	NSM	Static (non-suspension) driver seat with right side arm rest and lumbar support.	0.0 lbs.
Brakes			
	K40	Butterfly valve type exhaust brake	0.0 lbs.
	IE1	Vacuum + Power Assist; hydraulic 4-wheel disc brakes with 4-channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard.	0.0 lbs.
Air Conditioning			
	C60	Air conditioner	0.0 lbs.
Power Windows & Door Locks			
	IL0	Yes	0.0 lbs.
Floor Mats			
	IQ6	Standard Floor Mats	0.0 lbs.
Model Option			
	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning	0.0 lbs.
Additional Options			
	IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	19.0 lbs.
	UZF	Back up alarm	1.0 lbs.
Keyless Entry System			
	6NF	Remote control unit to lock/unlock the doors without the use of a key.	0.0 lbs.

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Selected Model and Options

	Code	Description	Weight
Assistance System			
	I5I	Electronic Vehicle Stability Control (EVSC) include ASR (Anti-Slip Regulation)	0.0 lbs.
Restraint system			
	AK5	Driver and outboard passenger front supplemental restraint system air bags.	0.0 lbs.
Accessories			
	IX2	Rear body dome lamp switch	0.1 lbs.
	8VN	AM/FM stereo with auxiliary input, USB port, and Bluetooth. Connected to steering wheel switches.	0.0 lbs.

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Standard Equipment Summary

Code	Description
Emissions	
EPA	Federal. These vehicles have a Federal Emissions System. Not for sale in California or other CARB adopting states.
Tires	
I5H	LRR (low rolling resistance)
Engine	
I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.
Transmission	
I1W	Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,
Wheelbase	
IA8	109 inches 86.5"CA
Air Cleaner	
KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).
Alternator	
I2C	140 AMP. with integral regulator.
Battery	
IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts
Exhaust	
IX7	Single horizontal with DPF/SCR exhaust system
Front Axle	
ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.
Front Suspension	
ID4	6,830 lb. capacity. Semi-elliptical tapered leaf springs. Includes shock absorbers and stabilizer bar.
Front Wheels	
RBY	16" X 6", 6-hole disc, painted white.
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I53I69	215/85R16E (10 ply) tubeless Radial, all season tread.
Rear Suspension	
I27	9,880 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers
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I36	R040, single-speed, 11,020 lb. capacity with oil lubricated rear wheel bearings.
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005	4.56:1
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JFH	Tire pressure sensors are installed onto each wheel to detect changes in tire pressure and tire temperature. TPMS status will be displayed within the instrument panel.
Fuel Tank	
I4I	30 Gallon Stainless Steel In-Rail Fuel Tank
Seat	

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Standard Equipment Summary

Code	Description
NSM	Static (non-suspension) driver seat with right side arm rest and lumbar support.
Brakes	
K40	Butterfly valve type exhaust brake
IE1	Vacuum + Power Assist; hydraulic 4-wheel disc brakes with 4-channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard.
Air Conditioning	
C60	Air conditioner
Power Windows & Door Locks	
IL0	Yes
Floor Mats	
IQ6	Standard Floor Mats
Model Option	
54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning
Keyless Entry System	
6NF	Remote control unit to lock/unlock the doors without the use of a key.
Assistance System	
I5I	Electronic Vehicle Stability Control (EVSC) include ASR (Anti-Slip Regulation)
Restraint system	
AK5	Driver and outboard passenger front supplemental restraint system air bags.
Accessories	
IX2	Rear body dome lamp switch
8VN	AM/FM stereo with auxiliary input, USB port, and Bluetooth. Connected to steering wheel switches.

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Warranty

Warranty Limitations: *Time or Mileage, Whichever Occurs First*

New Truck Warranty	***Years***	***Miles***
Basic	*3*	*Unlimited*
Engine-Isuzu	*3*	*Unlimited*
Transmission - Aisin A465ID	*3*	*Unlimited*
Drivetrain	*3*	*Unlimited*
Frame Rails	*3* *5**	*Unlimited* *Unlimited**
Corrosion (Rust Through)	*4*	*Unlimited*
Roadside Assistance	*3* *5†*	*Unlimited* *100,000†*
Emission Defect	***Years***	***Miles***
Emission Defect Warranty	*5*	*110,000*
GHG Emission	*5*	*50,000*
Tire	*2*	*24,000*
Tire Pressure Monitoring System	*5*	*50,000*

After 3 years labor and parts coverage is 50% for up to 5 years.

†Tows related to emissions issues may be covered for up to 5 years or 110,000 miles (whichever occurs first).

The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. The warranty coverages are limited by whichever occurs first. Please see your authorized Isuzu dealer for warranty details.

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Initial: _____

ESTIMATE

MC Ventures
950 Kennedy Blvd
Labelle, FL 33935

bailey@truckbodiesfl.net
+1 (863) 675-3424

Bill to
Nextran Truck Centers
2150 Rockfill Road
Fort Myers, Fl 33916

Ship to
Nextran Truck Centers
2150 Rockfill Road
Fort Myers, Fl 33916

Estimate details
Estimate no.: 1835
Estimate date: 11/06/2025

Contact Person: Matt

Product or service	Description	Qty	Rate	Amount
14' M Style	14' MJ STYLE DUMP BODY- Square 1/8" smooth floor Chipper hood hb with tunnel toolbox VC 516 es Hoist Spring loaded tarp arms Tow package 2x6 Boards on top 3 Place tool holder on HB	1	$14,000.00	$14,000.00
Specialty Body ETA	Please allow approx. 4-5 weeks from the time of order & truck arrival for completion.	1	$0.00	$0.00
		Total		**$14,000.00**

Note to customer

**Please be advised that this quote is good for 15 days.
Thank you

Accepted date

Accepted by

City Commission Regular Meeting - 5:05 PM **24. J.**

Meeting Date: 01/20/2026

Re: Approval of expenditure for Smarsh, Inc, Portland, OR in the amount not to exceed $56,476.44.

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

---

SUBJECT:

Approval of expenditure for cloud-based communications archiving services with Smarsh, Inc, Portland, OR in the amount not to exceed $56,476.44.

SUMMARY:

Approval of expenditure for contract renewal for Smarsh, Inc, Portland, OR in the amount not to exceed $56,476.44. Single source vendor for cloud-based communications archiving and compliance platform that the City requires to archive and retain electronic communications consistent with federal, state and municipal retention and public records requirements.

RECOMMENDATION:

Approve the expenditure.

ALTERNATIVES:

Reject it.

RESPONSIBLE STAFF:

Interim IT Operations Manager - Jamal Mosley

COORDINATED WITH:

Deputy City Manager\Administrative Services - DeVoshay Johnson

---

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: VARIOUS
Amount: $56,476.44

FISCAL IMPACT:

Platform - Professional Archive - SMG @ $2,123.42 for 1 = $2,123.42 to 2502
Email - Professional Archive Capture @ $90.53 for 225 = $20,369.25
Microsoft Teams - Professional Archive Cloud Capture @ $90.53 for 130 = $11,768.90
Verizon - Professional Archive Capture @ $123.56 for 118 = $14,580.08
Video Archive - Channel @ $1,415.61 for 1 = $1,415.61 to 2502
Video Archive - Video @ $70.78 for 1 = $70.78 to 2502

Smarsh Support

Professional Support - Basic for 1
Smarsh University

Smarsh U - SMB - Full Access @ $1,229.68 for 5 = $6,148.40 to 2502
Annual Recurring Service Fees Subtotal = $56,476.44

One-Time Fees Subtotal = $0.00

Contract Total = $**56,476.44**

ENTERPRISE CODES
2902 = 24 users - Email - Professional Archive Capture = $2172.72, Microsoft Teams - Professional Archive Cloud Capture = $2172.72 and Verizon - Professional Archive Capture = $2965.44 for total = $7310.88
4200 = 12 users - Email - Professional Archive Capture = $1086.36, Microsoft Teams - Professional Archive Cloud Capture = $1086.36 and Verizon - Professional Archive Capture =$1482.72 for total = $3655.44
4700 = 8 users - Email - Professional Archive Capture = $724.24, Microsoft Teams - Professional Archive Cloud Capture = $724.24 and Verizon - Professional Archive Capture = $988.48 for total = $2436.96
4600 = 1 user - Email - Professional Archive Capture = $90.53, Microsoft Teams - Professional Archive Cloud Capture = $90.53 and Verizon - Professional Archive Capture = $123.56 for total = $304.62
9000 = 5 users - Email - Professional Archive Capture = $452.65, Microsoft Teams - Professional Archive Cloud Capture = $452.65 and Verizon - Professional Archive Capture = $617.8 for total = $1523.1
4100 = 15 Users Email - Professional Archive Capture = $1357.95, Microsoft Teams - Professional Archive Cloud Capture = $1357.95 and Verizon - Professional Archive Capture = $1853.4 for total = $4569.3
4500 = 4 users - Email - Professional Archive Capture = $362.12, Microsoft Teams - Professional Archive Cloud Capture = $362.12 and Verizon - Professional Archive Capture = $494.24 for total = $1218.48

TOTALS

Account code 2502 = $35,458.66
Enterprise Account Codes Breakdown = $21,018.78
TOTAL - $56,476.44

Attachments

Confirmation of Procurement Method - Memo
Single Source Justification
Renewal Order Form #Q-120581

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

To: City Manager

From: Gelencia Carter, Purchasing Manager

Date: January 7, 2026

Subject: **Confirmation of Procurement Method and Acceptance of Justification – Single Source Justification – Archiving Services, Smarsh, Inc.**

This memorandum serves to formally confirm Procurement's review and acceptance of the justification provided for the procurement method used in the acquisition of the referenced commodity purchase.

Procurement has evaluated the documentation submitted by Administrative Services, IT Operations, including the justification outlining the selected procurement method. Based on this review, Procurement agrees that the chosen method is appropriate, reasonable, and consistent with applicable procurement policies, procedures, and regulatory requirements for this type of commodity purchase.

The justification adequately demonstrates the rationale for the procurement approach, including considerations of cost, availability, market conditions, and operational requirements. No exceptions or additional approvals are required at this time, provided the procurement proceeds in accordance with the terms and conditions outlined in the approved justification and governing procurement guidelines.

If there are any changes to the scope, value, or conditions of the purchase, a revised justification and additional review by Procurement may be required.

This confirmation is issued to support the procurement file and to document Procurement's concurrence with the proposed method. It is on this basis that the Purchasing Manager recommend that competitive procurement be waived and that the above item be treated as a 'Single Source" commodity.

/gc

MEMORANDUM:
ADMINISTRATIVE SERVICES DEPARTMENT

TO: **Gelencia Carter, Purchasing Manager**

FROM: **DeVoshay Johnson, Deputy City Manager**

DATE: **December 30, 2025**

SUBJECT: **Single Source Justification – Smarsh Enterprise Communications Archiving Services**

Purpose

This memorandum documents the administrative basis for a **single source determination** for the renewal of the City of Fort Pierce's enterprise communications archiving services with **Smarsh Inc.**, in accordance with City procurement policies and applicable Florida law.

Description of Services

The City of Fort Pierce utilizes Smarsh as its enterprise communications archiving platform to support the capture, retention, search, export, and related administrative functions for official City communications, including but not limited to:

- Email archiving capture
- Microsoft Teams communications archiving
- Mobile and Verizon channel capture
- Video archiving services
- Associated platform support and training access

These services support the City's operational requirements related to records management, public records response, audit support, and legal matters.

Basis for Single Source Determination

Although multiple communications archiving solutions exist in the marketplace, continuation with Smarsh is justified as a **single source renewal** based on operational continuity and practical necessity.

The City has utilized Smarsh continuously since **2017**, resulting in a multi-year longitudinal archive of City communications data and the establishment of retention, retrieval, export, and administrative workflows that are integrated into City operations. The historical depth, volume, and multi-platform nature of this archive make replacement of the existing platform materially more complex than a standard system substitution.

Cost, Operational, and Administrative Considerations

Replacing the City's existing archiving platform at this stage **could reasonably be expected to result in significant, unavoidable costs and operational risks**, including:

- Professional services required for data export, conversion, ingestion, and validation of historical records across multiple platforms
- Potential degradation or disruption of metadata integrity and audit trail continuity
- Temporary duplication of storage and administrative overhead during parallel operations
- Increased operational burden on Information Technology, Legal, Records, and departmental staff
- Training impacts and productivity loss during transition and stabilization

Collectively, these costs and risks **could reasonably be expected to materially exceed any potential savings** that might be realized through competitive rebidding.

Compliance and Risk Considerations
A large-scale platform transition involving historical communications records **may increase compliance and legal risk** if retrieval workflows, retention continuity, legal holds, or export capabilities are disrupted.

Continuity of the City's archiving environment is particularly important given obligations under the **Florida Public Records Act (Chapter 119, Florida Statutes)** and related audit and legal requirements. The current Smarsh agreement includes Florida-specific provisions addressing public records access, governing law and venue, E-Verify compliance, scrutinized vendor certifications, and non-automatic renewal terms that are already established and operationally integrated.

Best Interest Determination
Based on total cost of ownership considerations, operational continuity, and risk management factors, it is determined that continuation of services with Smarsh Inc. for the current renewal period is in the **best interest of the City of Fort Pierce**.

Accordingly, approval of this renewal as a **single source procurement** is recommended.

CC: Johnna Morris, Director of Finance
Jamal Mosley, Interim IT Ops Manager

Order Form (#Q-120581) (Service Account Number: 36812)

Renewal - City of Fort Pierce, FL

Account Rep	Bethany Cloutier	Customer	City of Fort Pierce, FL
Email	bethany.cloutier@smarsh.com	Service Address	100 N Us Highway 1 Ste 204 Fort Pierce, Florida 34950-4205
Company	Smarsh Inc.	Billing Contact	DeVoshay Johnson
Prepared on	15-Dec-2025	Contact Phone	(772) 467-3000
Valid until	01-Dec-2025	Contact Email	djohnson@cityoffortpierce.com
Start Date	01-Dec-2025	Technical Contact	DeVoshay Johnson
Renewal Date	01-Dec-2026		
Billing Frequency	Annual		
Order Type	Renewal		

Services	Unit Price	Minimum Quantity	Minimum Commitment
Unified			
Platform - Professional Archive - SMG	$2,123.42	1	$2,123.42
Email - Professional Archive Capture	$90.53	225	$20,369.25
Microsoft Teams - Professional Archive Cloud Capture	$90.53	130	$11,768.90
Verizon - Professional Archive Capture	$123.56	118	$14,580.08
Video Archive - Channel	$1,415.61	1	$1,415.61
Video Archive - Video	$70.78	1	$70.78
Smarsh Support			
Professional Support - Basic		1	
Smarsh University			
Smarsh U - SMB - Full Access	$1,229.68	5	$6,148.40

Annual Recurring Service Fees Subtotal	$56,476.44
One-Time Fees Subtotal	$0.00
Contract Total	$56,476.44

Notes All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com

Terms & Conditions

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement"):

SERVICE SPECIFIC TERMS

- The Professional Archive Service Specific Terms available at https://www.smarsh.com/legal/SSTProfessionalCloud;
- Mobile Channels Service Specific Terms available at https://www.smarsh.com/legal/SSTMobileChannels;
- Smarsh U Service Specific Terms available at: https://www.smarsh.com/legal/SSTSmarshUniversity;

TERM

The Term of the Services will begin on the Start Date set forth the on the first page of this Order Form, or if no Start Date is stated, the execution date of this Order Form, and will continue for the Subscription Term specified on the first page of this Order Form. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services is subject to the terms of the Agreement.

INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") will be invoiced at the billing frequency set forth on the first page of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

DATA MANAGEMENT FEES – PROFESSIONAL ARCHIVE

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

Data Imports - One-time Fee (25 GB Minimum)	$10.00/GB
Import Data Conversion Fee (25 GB Minimum)	$3.00/GB
Data Storage – Annual	$2.50/GB

Amendment to the Smarsh Service Agreement

This Amendment ("**Amendment**") amends the Smarsh Service Agreement located at https://www.smarsh.com/legal/ServiceAgreement between **Smarsh Inc.** ("Smarsh") and City of Fort Pierce, FL ("Client") ("Agreement"). This Amendment is effective as of the date last signed below, or on the date (i) the Client signs the Order Form to which this Amendment is attached. Capitalized terms not defined in this Amendment have the meaning provided in the Agreement.

WHEREAS, Client has requested certain modifications to the Agreement, and Smarsh has agreed to such modifications as set forth below;

THEREFORE, Client and Smarsh agree as follows:

1) **Conflict.** In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control with respect to the clauses and language modified by this Amendment.

2) Section 6.3 of the Agreement is hereby deleted and replaced with the following language:

6.3. Renewals & Non-Renewal – Limited Term. The Services that are provided on a recurring basis will not renew automatically for an additional, successive 12-month Service Term. The Services may be renewed by Client for an additional, successive 12-month Service Term (each a "Renewal Term") upon the execution of a renewal Order Form prior to the expiration of the then current Service Term. Smarsh may elect not to renew a Service by providing no less than 30 days written notice to the Client prior to the end of the then current Service Term.

3) Section 7.7 of the Agreement is hereby deleted and replaced with the following language:

7.7 Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

4) Section 7.2 of the Agreement is hereby deleted and replaced with the following language:

Disputes & Failure to Pay. If Client disputes any invoice or portion thereof, Client must notify Smarsh within 30 days of the date of invoice. Invoices not disputed within 30 days from the date of invoice will be deemed accepted by Client. To the extent allowable under applicable Florida Law, Smarsh may charge a late fee of 1.5% per month on any amount not paid within 45 days of when due. In the event Client fails to pay invoiced amounts when due, Smarsh may suspend (i) Client's access to the Services upon written notice and a 15 day cure period, provided, however, that (a) such suspension of access shall not suspend the Service's capture of Client Data, and (b) Smarsh shall facilitate to the best of its ability, and not impede or prevent, the examination, access, download, or transfer of Client Data by a representative or designee of a regulator with jurisdiction over Client; and (ii) certain professional or support services until that time when Client pays such unpaid Fees.

5) Section 8.2 of the Agreement is hereby deleted and replaced with the following language:

8.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement ("Agents"); or (iii) pursuant to a public records

request under those laws applicable to the Client, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

6) Section 11.1 of the Agreement is hereby deleted and replaced with the following language:

11.1. Client Indemnification. To the extent permitted by those laws applicable to the Client, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend and indemnify Smarsh, its officers, directors, employees, and agents, from and against all third party claims, losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to (i) Client Data and Client's use of Client Data, (ii) Smarsh's use of Client Data in accordance with this Agreement, and (iii) Client's use of the Services in violation of this Agreement or applicable laws, rules, and regulations. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section ; (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.

7) Section 13.5 of the Agreement is hereby deleted and replaced with the following language:

13.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the jurisdiction or district in which the Client resides, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

8) Section 13.11 of the Agreement is hereby deleted and replaced with the following language:

13.11. Amendments. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

9) **The following language is added to the Agreement as Section 14 – Florida Specific Language.**

14. Florida Specific Language:

14.1. **Public Records.** To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes (or its successor rule, as amended), Smarsh shall maintain and allow Client access to Public Records made or received in conjunction with the Agreement. The Agreement may be terminated for cause by Client for Smarsh's refusal to allow access to Public Records. For the purpose of this Agreement, "Public Records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: "[A]ll documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business" . . . . Public Records under this Agreement include (without limitation) emails exchanged between Smarsh and Client representatives, the terms of this Agreement, all Client invoices, and, if applicable to the Services purchased by Client, supplier and subcontractor invoices and contracts.

14.2. **Third Party Requests.** In the event that Smarsh receives a Public Records request related to the Client, Smarsh will redirect such request back to the Client. Moreover, in the event that a third party submits a Public Records request directly to Smarsh that is related to the Client, Smarsh shall not disclose such records to such third party unless as authorized by applicable law.

14.3. **Public Records Access.** To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes (or its successor rule, as amended), Smarsh agrees to:

i. keep and maintain all Public Records made or received in conjunction with the Agreement.

ii. Provide Client with access to all Public Records that are Client Data (via making the Services available to Client) during the Service Term. For the sake of clarity, Public Records maintained by Smarsh outside of the Services will be made available to Client upon written request within a reasonable time and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. During the Service Term of the Agreement Client may, at no additional cost, export records using the standard self-service tools within Services to respond to Public Records requests. In the event of a Public Records request, Client will access such records through the Services in this manner. If instead, the Client requests that Smarsh complete the export on Client's behalf, for records that are available at self-service to Client but Client requests Smarsh complete the export, Smarsh shall provide the Client with a copy of the requested records for export within a reasonable time at a cost that does not exceed Smarsh's then-current hourly professional services rate for data extraction and exportation plus any hardware costs for portable media. For records that are not stored within the Service (i.e., corporate records) and thus not available at self-service to the Client, Smarsh shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. All data so provided to Client may be provided in PST, EML, or native format, at Client's option.

iv. Prior to, and for a period of seven (7) days following the expiration or termination of the Agreement, Client may, at no additional cost, export all Public Records from the Services using the standard self-service tools available within Services. If instead, the Client requests that Smarsh complete a full data export on Client's behalf, for records that are available at self-service to Client but Client requests Smarsh complete the export, Smarsh shall provide the Client with a copy of the requested records for export within a reasonable time at a cost that does not exceed Smarsh's then-current hourly professional services rate for data extraction and exportation plus any hardware costs for portable media. For records that are not stored within the Services and thus not available at self-service to the Client, Smarsh shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. All data so provided to Client may be provided in PST, EML, or native format, at Client's option. Smarsh will securely delete all Client Data after the termination of the Agreement.

14.4. Except as required by applicable Florida Law, Smarsh is not a public-facing company and does not receive or process Public Records requests on Client's behalf or in connection with Client's Public Records. Client agrees that Client, and not Smarsh, will be responsible for handling all Public Records requests made in connection with Client's Public Records.

14.5. The Agreement may be terminated for cause by Client for Smarsh's refusal to allow access (via Client) to Public Records. Smarsh's failure to comply with the requirements of this Section which leads to a violation by Smarsh of the public records disclosure requirements set for the in section 119.0701, Florida Statutes, shall constitute a breach of this Agreement, provided, that Smarsh has a reasonable opportunity to cure such breach in a timely manner. Additionally, Smarsh's failure to provide the public records to the Client in accordance with this Section within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

14.6. After the termination of the Agreement, Smarsh will securely delete and destroy any duplicates of Client Data in accordance with the terms of the Agreement and in a manner that renders such Client Data unrecoverable.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE EMAIL AND ADDRESS BELOW**:**

PUBLIC RECORD CUSTODIAN: DeVoshay Johnson

ADDRESS: 100 N Us Highway 1 Ste 204 Fort Pierce, Florida 34950-4205 United States

EMAIL: djohnson@cityoffortpierce.com

14.7. **Scrutinized Companies**. Smarsh (defined, for the purposes of this section, to include those subsidiaries and parent companies, if any, stated in Florida Statute § 287.135(1)(b)), certifies that (i) Smarsh is not participating in a boycott of Israel, Smarsh is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has Smarsh been engaged in business operations in Syria. Subject to limited exceptions provided in state law, neither Smarsh nor the Client will contract for the provision of goods or services with any scrutinized company referred to above. The Client may terminate the Agreement if Smarsh is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, upon written notice to Smarsh in the event that Smarsh submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; or (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

14.8. **E-VERIFY**. In accordance with section 448.095, Florida Statutes, Smarsh agrees to comply with the E-Verify requirements set forth in Section 448.095, Florida Statutes to the extent applicable to Smarsh and the Services provided to Client herein. Smarsh, and any subcontractor with which Smarsh contracts with to provide Services to the Client under this Agreement, must register with and use the E-Verify system to verify the work authorization status of all new employees of Smarsh and any subcontractor with which Smarsh contracts with to provide Services directly to the Client. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Upon written request by Client (not to exceed once every 12 months), Smarsh agrees to provide a certification to Client which certifies that (i) Smarsh is registered with and uses the E-Verify system operated by the United States Department of Homeland Security to electronically verify the employment eligibility of Smarsh's newly hired employees; and (ii) Smarsh will contractually require that all subcontractors contracted by Smarsh to provide services to Client under the Agreement utilize and comply with the E-Verify system.

14.9. **Insurance**. Smarsh shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, necessary and appropriate to provide the Services under this Agreement. Smarsh agrees to provide, once every 12 months and upon written request by the Client, a summary of Smarsh's insurance coverage for review by the Client. In addition, Smarsh agrees to use commercially reasonable efforts to provide at least 30 days prior written notice of any material adverse changes to Smarsh's insurance coverage.

14.10. **Public Entity Crime Statement**: By entering in this Agreement, Smarsh acknowledges that it has read the below and states that neither Smarsh nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor 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, for category two for a period of 36 months from the date of being placed on the convicted vendor list. As used herein, the term "convicted vendor list" means a list maintained by the Florida Department of Management Services, as defined in F.S. 287.133.

Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

[ ] No

[ ] Yes – Please complete below

Upon signature by Client and submission to Company, this Order Form shall become legally binding unless Company rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By _____ Name: _____

Date: _____ Title: _____

City Commission Regular Meeting - 5:05 PM **25. K.**

Meeting Date: 01/20/2026

Re: Approval of Public Works Annual Purchase Orders for FY 2026

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval of expenditure for Annual Purchase Orders for the Public Works Department for Fiscal Year 2026 to ensure efficient maintenance, service, and repair of all city-owned facilities, amenities, and equipment, in the total budgeted amount of 2,767,000.00

SUMMARY:

The Public Works Department is requesting approval of expenditures for Annual Purchase Orders over $50,000.00 for FY 2026 in the total budgeted amount of $2,767,000.00.
All Divisions of the Public Works Department will purchase parts, services, and materials from the vendor with the best products & prices for city-wide repairs and maintenance. These vendors were chosen for their ability to deliver the needed materials and services in the most timely and cost-efficient manner. Please see the attached list for amounts and descriptions of the requested vendors. All vendors' prices have been proven competitive.

RECOMMENDATION:

The Public Works Department recommends approval of the requested Annual Purchase Orders for the 2025-2026 Fiscal Year to ensure the department can continue providing the City with uninterrupted services while maintaining excellent professional partnerships.

ALTERNATIVES:

The alternative would be to issue a check request and/or individual requisitions for every purchase, which would be very time-consuming and lead to inefficiencies.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Public Works and Purchasing Departments.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 26
Account: Various
Amount: 2,767,000.00
FISCAL IMPACT:

The requested Blanket Purchase Orders will be shared between multiple divisions of the Public Works Department.

Attachments

ANNUAL PURCHASE ORDER LIST FY 26

FY 2026 Public Works Department
Annual Purchase Order Commission Approval List

Solid Waste

Elpex Tiresoles – Fort Pierce, FL **$200,000.00**
- Truck Tires, Service, and Warranty Repairs for Solid Waste Refuse Trucks. – Piggyback Florida Sheriff's Association contract# FSA25-TRS27.0 Tires.
- Funding Source: 4024200-546520

Kimball Midwest – Fort Pierce, FL **$70,000.00**
- Truck Parts, hardware, and shop supplies for Solid Waste Refuse Shop & Trucks. – Piggyback Omnia Contract #R240806 - Maintenance, Repair, and Operations (MRO), Supplies, Equipment, and Related Products and Services.
- Funding Source: 4024200-546510

Iron Containers – Miami, FL **$100,000.00**
- Supplier of Commercial Dumpsters (2, 4, 6, and 8 cubic yards). – Single Source
- Funding Source: 4024200-564300

On Point Fabricators – Port St. Lucie, FL **$75,000.00**
- Refurbish City Commercial Dumpsters (2, 4, 6, and 8 cubic yards). – Single Source
- Funding Source: 4024200-534900

The Peterbuilt Store – Fort Pierce, FL **$100,000.00**
- Truck Parts, Service, and Warranty Repairs for Solid Waste Refuse Trucks. – Sole Source.
- Funding Source: 4024200-546510

Toter – Charlotte, NC **$100,000.00**
- Replacement garbage, recycling, and yard waste can parts. – Single Source
- Funding Source: 4024200-564300

RelaDyne – Cincinnati, OH **$100,000.00**
- OEM-approved lubricants, Oil - hydraulic & transmission. – Single Source.
- Funding Source: 4024200-552100

Routware **$80,000.00**
- Solid Waste Route optimization and waste communication solution software. – Single Source.
- Funding Source: 4024200-534900

Schaefer Plastics – Charlotte, NC **$200,000.00**
- Replacement garbage, recycling, and yard waste cans. – Piggyback Sourcewell Contract #120324-SfR – Plastic Refuse and Recycling Containers with Related Technology Solutions.
- Funding Source: 4024200-564300

Sunbelt – Fort Pierce, FL **$80,000.00**
- Heil Parts and Services for Solid Waste Refuse Trucks. – Sole Source
- Funding Source: 4024200-546510

Solid Waste cont'd

Waste Management – Fort Pierce, FL **$1,650,000.00**

- Solid Waste disposal, landfill services. – Bid No. 6001 Solid Waste Management Disposal Services Commission approved January 17, 2012: 15-Year Contract with 2 5-Year renewal options.
- Funding Source: 4024200-534300

Parks & Grounds

Orchid Island Property Management – Wabasso, FL **$62,000.00**

- Tree trimming city-wide. – Single Source.
- Funding Source: 0014005-534900

City Commission Regular Meeting - 5:05 PM **27. A.**

Meeting Date: 01/20/2026

Re: Ordinance 26-001 - Request to Approve to Amend Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Legislative Hearing - Ordinance 26-001 - Amending Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042. SECOND READING

SUMMARY:

Ordinance 26-001 proposes extending the existence of the Fort Pierce Redevelopment Agency (FPRA) through 2042. This extension will support ongoing redevelopment initiatives, help achieve the goals outlined in the Redevelopment Plan, address conditions of slum and blight, and promote revitalization within the designated area.

Pursuant to Florida Statute 163.3755, CRAs established before October 1, 2019, are subject to termination by 2039 unless their continuation is approved by the governing body. Ordinance 25-039 serves as the City's formal approval to continue the FPRA beyond that date, in compliance with statutory requirements.

RECOMMENDATION:

Approve Ordinance 26-001

ALTERNATIVES:

Amend or Deny Ordinance 26-001

RESPONSIBLE STAFF:

Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

City Manager
City Attorney
City Clerk

Fiscal Impact

OTHER INFORMATION:

Approval of this ordinance does not create a new financial obligation. Extending the FPRA to its original 2042 sunset date preserves the continuation of tax increment financing (TIF) revenues the agency is already authorized to receive. Without this ordinance, TIF collections would end on September 30, 2039, shortening the revenue horizon by three years and reducing funds available for redevelopment projects and capital improvements.

Attachments

Ordinance 26-001

Business Impact

CAO Memo Final

Proof of Publication

ORDINANCE NO. 26-001

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 8, ARTICLE II – REDEVELOPMENT AGENCY, SEC. 8-19 – ESTABLISHMENT; PURPOSE, AS FOLLOWS: **AMENDING SECTION 8-19 TO EXTEND THE EXPIRATION DATE OF THE FORT PIERCE REDEVELOPMENT AGENCY (FPRA) TO DECEMBER 8, 2042 AS AUTHORIZED UNDER SECTION 163.3755, FLORIDA STATUTES**; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 8, 1982, the City of Fort Pierce ("City") established the Fort Pierce Redevelopment Agency ("FPRA") with the adoption of Ordinance No. H-239; and

WHEREAS, Section 163.3755, Florida Statutes, provides that a community redevelopment agency in existence on October 1, 2019, shall terminate on the earlier of the expiration date provided in the agency's charter as of that date or September 30, 2039, whichever is earlier, unless the governing body approves its continued existence by a majority vote; and

WHEREAS, the **FPRA Board** extended implementation of the 2020 Fort Pierce Redevelopment Plan through 2042, as adopted by Resolution No. 20-02; and

WHEREAS, the **City**, which is the FPRA's governing body, extended implementation of the 2020 Fort Pierce Redevelopment Plan through 2042, as adopted in Ordinance No. 20-019; and

WHEREAS, the FPRA will terminate on September 30, 2029, before completion of the Fort Pierce Redevelopment Plan unless the agency's expiration date is extended; and

WHEREAS, pursuant to section 163.3755(1), the City may approve by a majority vote to extend the termination date of the FPRA; and

WHEREAS, the City desires to continue the existence of the FPRA until 2042 to further advance the redevelopment efforts, fulfill the goals and objectives outlined in the Redevelopment Plan, eliminate conditions of slum and blight, and promote revitalization within the designated redevelopment area.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

SECTION 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

SECTION 2. Chapter 8 – Community Development, Article II – Redevelopment Agency, Sec. 8-19 – Establishment; purpose is hereby amended as follows:

> **Sec. 8-19. – Establishment; purpose**. The city redevelopment agency is hereby established for the purpose of carrying out redevelopment activities for the area defined as slum and blighted in Resolution No. 82-25 and described as appendix A, and in any additional area as subsequently defined and approved by the city. The FPRA shall terminate on the expiration date of December 8, 2042, as authorized under Section 163.3755, Florida Statutes.

SECTION 3. Conflict. All ordinances or parts of ordinances in conflict herewith shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. Severability. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

SECTION 5. Effective Date. This ordinance shall take effect immediately upon final passage and shall remain in force unless and until amended or repealed by a subsequent ordinance adopted by the City Commission.

SECTION 6. Codification. The provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Fort Pierce, Florida. The section of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word "ordinance" may be changed to "section" or other appropriate word as may be necessary.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-0XX was duly advertised by title only in the St. Lucie News Tribune on _____, 2025; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2025; and was duly introduced, read by title only, and passed on second and final reading on _____, 2025, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: REVIEW OF DRAFT ORDINANCE TO AMEND CHAPTER 8, ARTICLE II, SECTION 8-19 OF THE CODE OF ORDINANCES TO EXTEND THE FPRA SUNSET DATE TO ITS ORIGINAL EXPIRATION OF DECEMBER 8, 2042

CAO RLS#: 25-385

DATE: DECEMBER 2, 2025

I have reviewed the above Request for Legal Services (RLS) related to the draft Ordinance to extend the FPRA expiration date pursuant to Florida Statute 163.3755(1). Please note the following comments:

1. A red-lined version of the Ordinance contains minor edits as well as the same additional language added to the draft Resolution to further support extension of the FPRA to 2042.
2. A clean version of the Ordinance has been uploaded to the RLS which the Department can use as a template for future agenda items.
3. Reminder: The statute further provides that (F.S. 163.3755(2), if the Commission does not approve extending the expiration date **by a majority vote** *and* FPRA has outstanding bonds as of October 1, 2019, that do not mature until after September 30, 2039, then the FPRA will remain in existence until the bonds mature. If this applies, then FPRA cannot extend the maturity date of any outstanding bonds, and the Commission must issue a new finding of necessity limited to timely meeting the bond obligations.
4. Based on the comments above, **the Ordinance is approved as to form and correctness**.

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

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 12/26/2025
SCN tcpalm.com 12/26/2025

Received
JAN 06 2026
City Clerk's Office

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 12/26/2025

D. Roberts
Legal Clerk

Notary, State of WI, County of Brown

J.7.27
My commission expires

Publication Cost:	$123.20	
Tax Amount:	$0.00	
Payment Cost:	$123.20	
Order No:	11908001	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0421717	

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 Florida Statute 166.041, will hold Public Hearings, on Monday, January 5, 2026 and Tuesday, January 20, 2026 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 26-001 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 8, ARTICLE II – REDEVELOPMENT AGENCY, SEC. 8-19 – ESTABLISHMENT; PURPOSE, AS FOLLOWS: AMENDING SECTION 8-19 TO EXTEND THE EXPIRATION DATE OF THE FORT PIERCE REDEVELOPMENT AGENCY (FPRA) TO DECEMBER 8, 2042 AS AUTHORIZED UNDER SECTION 163.3755, FLORIDA STATUTES; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
December 26 2025
LSAR0421717

City Commission Regular Meeting - 5:05 PM **28. B.**

Meeting Date: 01/20/2026

Re: Comp Plan EAR Transmittal

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 26-002. An Ordinance of the City Commission of the City of Fort Pierce, Florida, relating to Comprehensive Planning; Amending the City's Comprehensive Plan Pursuant to the Evaluation and Appraisal Review Based Amendments; to include revisions to the Land Use Element; Transportation Element, Infrastructure Element, Conservation Element, Coastal Management Element; Housing Element; Recreational and Open Space Element; Intergovernmental Coordination Element; Public Facilities Management Element; and the Public Schools Facilities Element; providing for a severability clause; providing for repeal of Ordinances or parts thereof in conflict; providing for an effective date. FIRST READING

SUMMARY:

- In 2018, the City of Fort Pierce was tasked with performing an EAR Report to the State by February 1, 2018, per Rule Chapter 73C-49, Florida Administrative Code, where the City was responsible for determining whether the need existed for the City to amend its Comprehensive Plan to reflect changes in State requirements since the last time the Comprehensive Plan was updated. In 2018, Staff reported to the State that indeed the City needed to amend its Comprehensive Plan and the City then had one year to prepare and transmit the proposed amendment.
- If any local government fails to timely submit a proposed amendment within one year of reporting, that local government may not amend its Comprehensive Plan until it complies with the requirements of the State. Because the City missed its deadline of January 31, 2019, that is in fact what happened. The City contracted with a Planning consultant, S&ME, to draft the needed EAR amendment, so that the City may process it according to its review procedures (i.e TRC, Planning Board, and City Commission).
- On March 16th, 2020, the City Commission approved the Transmittal of the Evaluation & Appraisal Review document to the Florida Department of Economic Opportunity.
- On January 21, 2025, the City Commission approved the Authorization for the Mayor to sign an affidavit to be submitted to the Department of Florida Commerce notifying them that the City would be performing the Comprehensive Plan Evaluation and Appraisal Review.
- The City has now contracted with a Planning Consultant, the Treasure Coast Regional Planning Council, to draft the needed EAR amendment that is due for transmittal on January 29th, 2026.
- Each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (F.S.). The City's Comprehensive Plan Evaluation and Appraisal Notification Letter is
- due on January 29, 2026.
- Section 163.3191, F.S., states that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary

to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements, or changes in local conditions since the last update of the comprehensive plan and notify the state land planning agency as to its determination. If the local government determines that no updates are necessary the notification must include a separate affidavit, signed by the chair to include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided ins. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.

Section 163.3191(4) F.S., provides that a local government will be prohibited from initiating or adopting any publicly initiated amendment to its comprehensive plan if it fails to timely submit its notification letter or transmit the necessary amendment to update its plan within one year of notification. This prohibition on plan amendments does not apply to privately initiated plan amendments.

- On August 6, 2025, a public outreach meeting and public input survey to seek public input concerning the Comprehensive Plan were initiated.
- On August 13, 2025, Stakeholder Interviews interviews were held for input.
- On October 9, 2025, a second public outreach meeting and public input survey were initiated.
- On October 13th, 2025, the Treasure Coast Regional Planning Council staff presented the findings and input from the EAR Public Outreach to the City Commission and Planning Board to generate further discussion and recommendations.
- On October 16, 2025, an outreach meeting with the City of Fort Pierce Youth Council was held.

The Treasure Coast Regional Planning Council has reviewed the entire Comprehensive Plan and determined, based on changes in State Statutes, which Goals, Objectives, and Policies have required revisions to be made in order to be compliant with the Community Planning Act (aka Growth Management Act). In addition, the EAR amendment has incorporated a new table under Chapter 1; further clarifying Land Use Categories and appropriate Zoning Districts. Finally, as part of this amendment, the Treasure Coast Regional Planning Council has reviewed and made recommendations for several amendments to the Comprehensive Plan.

A table of required amendments is attached.

RECOMMENDATION:

Approve the Transmittal of the Evaluation & Appraisal Review document to the Florida Department of Commerce

ALTERNATIVES:

Disapprove the Transmittal of the Evaluation & Appraisal Review document to the Florida Department of Commerce

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner
Kev Freeman, Planning Director
Chris Suneson, Assistant Planning Director
Bridgette Romer, Planner

COORDINATED WITH:

Treasure Coast Regional Planning Council
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 26-002
Staff Report
Matrix of Proposed Amendments
EAR Strikethrough - Cover
EAR Strikethrough - Introduction
EAR Strikethrough - Chapter 1
EAR Strikethrough - Chapter 2
EAR Strikethrough - Chapter 3
EAR Strikethrough - Chapter 4
EAR Strikethrough - Chapter 5
EAR Strikethrough - Chapter 6
EAR Strikethrough - Chapter 7
EAR Strikethrough - Chapter 8
EAR Strikethrough - Chapter 9
EAR Strikethrough - Chapter 10
EAR Strikethrough - Chapter 11
EAR Strikethrough - Chapter 12
EAR Appendices 1st Draft
CA Memo 25-416
Proof of Publication

ORDINANCE NO. 26-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN PURSUANT TO THE EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS; PROVIDING FOR INCORPORATION OF THE AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND APPLICABLE REVIEWING AGENCIES; AUTHORIZING THE MAYOR TO EXECUTE AN AFFIDAVIT ATTESTING TO THE LEGAL COMPLIANCE OF THE COMPREHENSIVE PLAN AMENDMENTS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature has mandated that municipalities draft and adopt comprehensive plans to provide thorough and consistent planning with regard to the land within their jurisdictional boundaries; and

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan by Ordinance No. L-136, as subsequently amended; and

WHEREAS, in 2019, the City of Fort Pierce, undertook its most recent Evaluation and Appraisal Review, amending the City's Comprehensive Plan by Ordinance 19-033; and

WHEREAS, amendments to the comprehensive plan must be adopted in accordance with detailed procedures; and

WHEREAS, Section 163.3191, Florida Statutes, requires that local governments evaluate their comprehensive plans to determine if amendments are necessary to reflect changes in state requirements and local conditions since the last update of their comprehensive plan; and

WHEREAS, the City provided notice to the State Land Planning Agency on January 29, 2025, that the City has determined comprehensive plan amendments are necessary to reflect changes in state requirements and local conditions; and

WHEREAS, on January 12, 2026, the City's Planning Board, having been duly designated as the Local Planning Agency, pursuant to Section 163.3174, Florida Statutes, held a duly advertised public hearing pursuant to Section 163.3174(4)(a), Florida Statutes, provided for public comment and participation in the process, and voted ___ to ____ to recommend to the City Commission approval of the EAR based amendments to the Comprehensive Plan and transmittal of the EAR based amendments to the State Land Planning Agency and applicable Reviewing Agencies; and

WHEREAS, on January 20, 2026, the City Commission conducted a duly advertised public hearing to reviewed the proposed EAR based amendments and allow for public comment and participation in the process, in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, on January 20, 2026, the City Commission voted __ to ___, on first reading, to approve this Ordinance and authorized transmittal of the proposed EAR based amendments to the State Land Planning Agency and applicable Reviewing Agencies, as defined by Section 163.3184, Florida Statutes, for review and comment; and

WHEREAS, on ___ the State Land Planning Agency issued its Objections, Recommendations, and Comments (ORC) report; and

WHEREAS, the State Land Planning Agency's issued ORC report has been reviewed and addressed; and

WHEREAS, the City Commission has held a second duly advertised public hearing to review the proposed EAR based amendments and allow for public comment and participation in the process, in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the City of Fort Pierce desires to formally adopt the EAR-based amendments as set forth in Exhibit A to the current Comprehensive Plan, which shall serve as a guide for future development of the City and seek to preserve, promote, and protect the public health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby true and accurate and are fully incorporated herein by reference.

Section 2. Adoption of Evaluation and Appraisal Review (EAR) Based Amendments. The Evaluation and Appraisal Review (EAR) based amendments to the City of Fort Pierce's Comprehensive Plan, attached hereto as Exhibit A, are hereby adopted.

Section 3. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendments adopted by this Ordinance, said amendments shall be incorporated into the City of Fort Pierce's Comprehensive Plan and any

section or paragraph number or page number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 4. Transmittal to the State Land Planning Agency. The City Manager, or his designee, is hereby authorized to transmit the Comprehensive Plan Amendments to the State Land Planning Agency and all applicable Reviewing Agencies.

Section 5. Execution of Affidavit. The Mayor is hereby authorized to execute the Affidavit, attached as Exhibit B, attesting to the legal compliance of the Comprehensive Plan Amendments.

Section 6. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Effective Date. This Ordinance shall take effect immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.26-002 was duly advertised accordance with F.S.163.3184 by display advertising in the St. Lucie News Tribune on January, 2026, and; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on January, 2026; and was duly introduced, read by title only, and passed on second and final reading _____, 2026, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XXth day of XXX 2026.

_____

Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A

EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS TO THE CITY OF FORT PIERCE'S COMPREHENSIVE PLAN

EXHIBIT B

AFFIDAVIT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Richard D. Chess, MBA

THROUGH: Kevin Freemand, Planning Director

FROM : Vennis Gilmore, Historic Preservation Officer/Senior Planner

SUBJECT: Proposed Evaluation & Appraisal Review Amendment for 2026

BOARD DATE: January 20th, 2026

TEXT AMENDMENT

Comprehensive Plan – 2026 EAR Amendment

- In 2018, the City of Fort Pierce was tasked with performing an EAR Report to the State by February 1, 2018, per Rule Chapter 73C-49, Florida Administrative Code, where the City was responsible for determining whether the need existed for the City to amend its Comprehensive Plan to reflect changes in State requirements since the last time the Comprehensive Plan was updated. In 2018, Staff reported to the State that indeed the City needed to amend its Comprehensive Plan and the City then had one year to prepare and transmit the proposed amendment.
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Recommendation:

Staff recommends that the City Commission APPROVE the transmittal of the document to the Florida Department of Commerce for their review.

Fort Pierce 2026 EAR Amendments				
Element	**Revisions**	**Policy (if applicable)**	**State Statute (if applicable)**	**Page Number(s)**
Chapter 1 Future Land Use	Add a new introduction section to the element outlining its purpose and general characteristics of the City.	N/A	N/A	1-1
	Add new Tables 1-1 through 1-4 quantifying Land Use data and population information.	N/A	N/A	1-2 to 1-4
	Add new language related to the Future Land Use Element and Zoning Designations as well as an updated Table 1-5: Future Land Use Density/Intensity.	1.1.2	N/A	1-5 to 1-7
	Add new Table 1-6 further clarifying Land Use Categories and appropriate Zoning Districts.	1.1.2	N/A	1-8
	Update the density bonus and reference the land development codes for developments within 1/4 mile of a rail station, multimodal transit center, or transit stop.	1.1.7	N/A	1-15
	Add a reference to Section 420.004 Florida Statutes pertaining to the definition of affordable housing.	1.1.8	Section 420.004	1-15
	Update the adoption date for the Design Guidelines .	1.1.13	N/A	1-16
	Remove the date of Port of Fort Pierce Master Plan.	1.1.15	N/A	1-16
	Add "The City shall…" related to vehicle miles traveled and greenhouse gas emissions.	1.1.19	N/A	1-16
	Add a new policy pertaining to the Treasure Coast International Airport and airport-adjacent zoning.	1.1.22	Chapter 333, Airport Zoning	1-17
	Add a new policy to encourage preservation of recreational and working waterfronts	1.1.23	N/A	1-17
	Revise a policy to remove the specific reference to AMTRAK for passenger rail service.	1.2.1	N/A	1-17
	Add the word "The" before City	1.4.3	N/A	1-18
	Add a new policy related to shared driveways and interconnectivity	1.5.6	N/A	1-19
	Correct a scrivener's error.	Objective 1.6	N/A	1-19
	Revise a policy requiring level of service standards compliance prior to approval of development orders	1.6.1	N/A	1-19
	Revise a policy to clarify potable water and sanitary sewer capacity.	1.6.5	N/A	1-20
	Revise a policy to remove date of original Community Redevelopment Area Plan.	1.8.1	N/A	1-21
	Revise a policy to remove the specific reference to AMTRAK for passenger rail service.	1.8.2.9	N/A	1-21
	Revise a policy to add numeration to specific project types	1.8.6	N/A	1-22
	Update a policy to remove a reference to the Neighborhood Enhancement Action Team (NEAT)	1.9.1	N/A	1-22
	Update a policy to add "improvement" to commercial façade as an incentives example.	1.9.5	N/A	1-23
	Update a policy 1.10.1 to add reference to the St. Lucie Economic Development Council (EDC).	1.10.1	N/A	1-24
	Revise a policy to include small businesses for funding.	1.10.5	N/A	1-24
	Add a new policy to create an economic development strategy that leverage existing strengths in marine, aviation, and electric vehicles industries.	1.10.8	N/A	1-24
	Revise to Objective related to the Fort Pierce Utility Authority water and sewer service area.	Objective 1.11	N/A	1-25
	Revise policies related to annexation.	1.11.1	N/A	1-25

Element	Revisions	Policy (if applicable)	State Statute (if applicable)	Page Number(s)
	Revise a policy related to fiscal impact analyses for annexation requests that are 10 acres or larger.	1.11.3	N/A	1-25
	Revise a policy related to the Advisory Future Land Use Map.	1.11.5	N/A	1-26
	Revise a policy related to assigning a City land use designation concurrent with annexation approval	1.11.6	N/A	1-25
	Revise a policy to include language related to the Interlocal Boundary Service Agreement with St. Lucie County	1.11.9	N/A	1-26
	Add a new policy related to the water and sewer service boundary and future annexations.	1.11.10	N/A	1-26
	Correct a policy number.	1.13.4	N/A	1-29
	Revise a policy to update the name of the St. Lucie County Comprehensive Emergency Management Plan.	1.14.2	N/A	1-29
	Correct scrivener's errors in two policies.	1.15.2 1.15.5 1.15.10	N/A	1-30
	Correct a scrivener's error.	1.15.12	N/A	1-31
	Revise a policy to remove a reference to a particular Goal.	1.17.4	N/A	1-32
	Revise an objective to remove a map reference.	1.18	N/A	1-33
	Revise a policy to use the term updated term of Central Business District	1.22.2	N/A	1-36
Transportation	Add a new introduction section to the element outlining its purpose and identifying key transportation partner roles.	N/A	N/A	2-1
	Revise an objective related to the City's roadway level of service based management system	Objective 2.1	N/A	2-2
	Remove a policy related to incorporating land use transportation strategies into the comprehensive plan by December 1, 2009.	2.1.3	N/A	2-2
	Revise several policies to spell out or use acronyms where appropriate.	2.2.1 2.3.6 2.4.1 2.8.2 2.10.2 2.11.3	N/A	Multiple
	Revise policies to add the words "The City Shall" to be consistent with the rest of the comprehensive plan.	2.4.1 2.4.3 2.5.1 - 2.5.5 2.6.1-2.7.2 2.8.4 2.10.2-2.10.3 2.13.3 2.13.5	N/A	Multiple
	Add a new policy related to the City consulting with FDOT on plan amendment and development projects.	2.7.4	N/A	2-7
	Revising language related to the 2025 Regional Long Range Transportation Plan	2.10.7	N/A	2-10
	Update the name of the airport.	2.12.2	N/A	2-11
Infrastructure	Add a new introduction section to the element outlining its purpose	N/A	N/A	3-1

Element	Revisions	Policy (if applicable)	State Statute (if applicable)	Page Number(s)
	Add a new policy related to sewage treatment and disposal systems for developments of 50 or more lots.	3.2.5	163.3177(6)(c)(3)	3-3
	Add a new policy related to sewage treatment and disposal systems on lot of 1 acre or less.	3.2.6	163.3177	3-3
	Remove a duplicate policy	3.3.5	N/A	3-4
	Revise a policy to remove outdated language.	3.9.3	N/A	3-10
	Revise a policy to remove outdated language.	3.10.3	N/A	3-11
	Revise the adopted date of the City's Water Supply	3.12.7	N/A	3-13
Conservation	Add a new introduction section to the element outlining its purpose and providing City characteristics.	N/A	N/A	4-1
	Revise several policies to spell out or use acronyms where appropriate.	4.2.1 4.2.3 4.2.8 4.2.9 4.4.11 4.5.3 4.5.8-4.5.10 4.6.10 4.7.7-4.8.2 4.8.5	N/A	Multiple
	Correct a scrivener's error.	4.4.3	N/A	4-4
	Correct a scrivener's error.	4.4.5	N/A	4-5
Coastal Management	Add a new introduction section to the element outlining its	N/A	N/A	5-1
	Correct a scrivener's error.	5.1.1	N/A	5-1
	Correct a scrivener's error.	5.1.2	N/A	5-2
	Revise several policies to spell out or use acronyms where appropriate.	5.1.17 5.2.4 5.2.8 5.3.1 5.3.8 5.4.8 5.4.10 5.6.1 5.6.2 5.6.5-5.6.6 5.7.4 5.7.7 5.8.13 5.8.18	N/A	Multiple
	Revise a policy to remove an outdated reference	5.3.3	N/A	5-7
	Revise a policy to include language related to at-risk, neglected, deteriorating, and/or derelict vessels	5.3.9	327.4107	5-9
	Revise a policy to remove a reference to the City's Natural Resource Division	5.4.2	N/A	5-10
	Revise a policy related to construction of bridges and causeways to add "The City Shall"	5.5.3	N/A	5-11
	Add a policy related to maintaining, restoring and enhancing the overall quality of the coastal zone environment.	5.5.8	163.3178	5-12
	Revise policies to update the name of the St. Lucie County Comprehensive Emergency Management Plan.	5.7.2 5.8.3 5.8.12 5.8.16	N/A	5-14 5-15 5-17

Element	Revisions	Policy (if applicable)	State Statute (if applicable)	Page Number(s)
	Add a new policy related to ensuring flood-resistance construction requirements.	5.11.5	163.3178	5-20
Housing	Add an introduction section to the element outlining its purpose; the lack of affordable housing; and data and analysis related to housing inventory and costs.	N/A	N/A	6-1
	Revise a policy to reference the Housing Needs and	6.1.2	N/A	6-6
	Revise policies to spell out or use acronyms where appropriate.	6.1.3 6.6.9	N/A	6-6 6-11
	Revise a policy to include mental health counseling as a social service	6.1.9	N/A	6-7
	Remove a policy related to the need for an affordable housing study	6.1.12	N/A	6-7
	Revise a policy to include the construction of affordable uses as a way to contribute to the City's housing needs.	6.1.12	N/A	6-7
	Revise a policy related to the creation of housing conservation districts to add "The City Shall"	6.2.4	N/A	6-8
	Revise a policy to indicate that inspections on residential buildings are done to ensure building codes and fire safety requirements are met.	6.2.7	N/A	6-8
	Revise a policy for clarity.	6.3.6	N/A	6-9
	Add a new policy related to working with profit and non-profit builders to provide infill housing in existing neighborhoods.	6.3.7	N/A	6-9
	Update a policy to remove a reference to the Neighborhood Enhancement Action Team (NEAT)	6.6.6	N/A	6-11
	Add a new policy related to funding programs that are supported by private sector resources.	6.6.10	N/A	6-11
Recreation and Open Space	Add an introduction to the element outlining its purpose and providing data and analysis on projected needs.	N/A	N/A	7-1
	Revise a policy to update the level of service standards for neighborhood and community parks	7.1.1	N/A	7-2
	Add a new policy that states the City will complete an inventory of public an private recreation and open space land and amenities by January 1, 2027.	7.1.4	N/A	7-3
	Revise a policy to state the city will maintain a parks and recreation master plan.	7.3.2	N/A	7-5
	Revise a policy to add trees to the list of amenities in future residential development recreation areas	7.4.10	N/A	7-6
	Revise a policy to add language to state that future residential developments in excess of 100 dwelling units provide a communal building that is hurricane-hardened and the appropriate size	7.4.11	N/A	7-6
	Revise a policy to state the City shall refrain from selling and/or otherwise disposing of recreation and open space lands within City limits and annexation areas.	7.6.2	N/A	7-8

Element	Revisions	Policy (if applicable)	State Statute (if applicable)	Page Number(s)
	Add a new policy related to private recreation amenities that are part of the development order review process.	7.6.9	N/A	7-9
Intergovernmental Coordination	Add an introduction to the element	N/A	N/A	8-1
	Revise several policies to spell out or use acronyms where appropriate and correcting agency names and plans.	8.1.2 8.1.7 - 8.1.8 8.1.10 - 8.1.11 8.2.2 8.3.3 Objective 8.4-8.5 8.5.1	N/A	Multiple
	Revise a policy related to the dispute resolution process.	8.1.3	N/A	8-2
	Revise a policy related to water and wastewater treatment plant capacity through 2045.	8.1.15	N/A	8-4
	Revise a policy to remove the specific references to AMTRAK and Sun Rail for passenger rail service.	8.1.16	N/A	8-4
	Revise a policy to reference an updated intergovernmental coordination table	8.1.17	N/A	8-4
Capital Improvements	Add an introduction to the element outlining its purpose.	N/A	N/A	9-1
	Revise a goal to indicate that the level of service standards are contained within the Public Facilities Management Element.	Goal 9	N/A	9-1
	Revise policies to add the words "The City Shall" to be consistent with the rest of the comprehensive plan.	9.1.2 - 9.1.5	N/A	9-1
	Revise several policies to spell out or use acronyms where appropriate and correcting agency names and plans.	9.1.5 9.2.1 9.2.6 - 9.2.7 Objective 9.4 9.4.2 - 9.4.4	N/A	Multiple
	Add a new policy related to stormwater pollution reduction goals in basin management action plans.	9.1.9	163.3177	9-2
Public Facilities Management	Add an introduction outlining the purpose of the element.	N/A	N/A	10-1
	Revise Table 10-1: Adopted Level of Service Standards for Public Facilities	10.2.1	N/A	10-5
	Add a policy related to incremental impacts to public facilities	10.3.9	N/A	10-7
	Revise a policy to correct the name of the schools district.	10.5.4	N/A	10-9
Public School Facilities	Add an introduction outlining the purpose of the element and listing the public schools located in the City.			
	Revise several policies to spell out or use acronyms where appropriate and correcting agency names and plans.	throughout element	N/A	Multiple
	Revise the list of school concurrency requirement exemptions	11.2.4.2	N/A	11-10

Element	Revisions	Policy (if applicable)	State Statute (if applicable)	Page Number(s)
	Delete definitions section as this is included in the Interlocal Agreement with St. Lucie County Public Schools.	N/A	N/A	11-34 to 11-37
Property Rights	Add an introduction outlining the purpose of the element	N/A	N/A	12-1

*** Note: This list may not include edits that are consider inconsequential.**

Maps	The map series has been updated and is included as Appendix 4-1
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City of Fort Pierce

Evaluation and Appraisal Review of the City's Comprehensive Plan

Proposed Amendments

January 2026

Treasure Coast Regional Planning Council

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INTRODUCTION

Under State law, the local government comprehensive plan is the ultimate regulatory authority governing all land development activities. The City Fort Pierce adopted their first comprehensive plan in 1990. In 2006, the City undertook a full rewrite of the Comprehensive Plan to meet statutory requirements and develop consensus for the long range vision of the City. The City updated the plan again in 2010 and 2019. ~~The 2019 update was done to reflect changes in Florida statutes and to update time specific goals and policies.~~ The 2026 update is the result of the Evaluation and Appraisal Review (EAR) process undertaken by the City in 2025, and includes updates to the Goals, Objectives, and Policies (GOPs) as well as the Data and Analysis to provide consistency with Florida Statutes, planning timelines, and the community's vision.

The State of Florida regulates local government comprehensive planning through Chapter 163, Part II of Florida Statutes. Comprehensive planning in Florida began in the 1970s and was codified in the 1985 Growth Management Act. The Act substantially increased the requirements for comprehensive plans, and mandated that local governments adopt land development regulations to implement the policies of the Comprehensive Plan. In 2011 the Community Planning Act was adopted, which substantially changed the requirements for comprehensive planning in Florida.

Chapter 163 mandates that local governments maintain a long-range, comprehensive planning program that functions as a continuous and ongoing process, rather than a one-time report. Pursuant to Rule Chapter 73C-49, Florida Administrative Code, at least every seven years each local government is required to evaluate the need to amend its Comprehensive Plan to reflect changes in state requirements since the last comprehensive plan was updated. In 2025 ~~2019~~, the City performed such an evaluation which was followed by EAR-based amendments in 2026 to update the plan accordingly.

~~In response to several natural disasters that have affected Florida, the Florida Division of Emergency Management created the Local Mitigation Strategy (LMS) program. The St. Lucie County LMS, originally adopted in 2010, is a multi-jurisdictional all hazards mitigation plan that includes vulnerabilities and a risk assessment. The City of Fort Pierce adopted the St. Lucie County LMS in 2011. The LMS is reviewed annually and comprehensively updated every five years. The City continues to coordinate its comprehensive plan updates with the current St. Lucie County LMS.~~

The Comprehensive Plan contained herein is consistent with Chapter 163, F.S., as required by State law. The Comprehensive Plan is organized into 12 Elements (chapters). The Data, Inventory, and Analysis (DIA) section in each element provides the supporting data and information used as the foundation for the Goals, Objectives, and Policies GOPs. ~~The DIA for each Element of the Comprehensive Plan is not formally adopted by the City Commission.~~ Each Element addresses an important aspect of land development and growth in Fort Pierce including, but not limited to, future land use, transportation, housing, infrastructure, parks and recreation, educational facilities, intergovernmental coordination, and capital improvements. The Future Land Use Element contains the official Future Land Use Map (FLUM) for the City, and specific definitions for the various future land use categories referenced in the FLUM. The City's official Zoning Map and Land Development Regulations must be consistent with the FLUM and accompanying land use category specifications contained in the Future Land Use Element.

The intent of the GOPs contained within this Comprehensive Plan is to provide the overall policy framework from which zoning and other land development regulations can be developed. The City's Land Development Regulations, which contain~~s~~ zoning, subdivision and other local development regulations, takes its purpose and direction from the goals, objectives, and policies adopted in this Comprehensive Plan. Together, these implementing tools ensure that the

development patterns for future land uses within Fort Pierce match the community vision and quality-of-life expectations of its residents.

STATEMENT OF LEGISLATIVE INTENT

This Statement expresses the legislative intent of the City Commission of the City of Fort Pierce with regard to the Comprehensive Plan. It is applicable to the City of Fort Pierce Comprehensive Plan in its entirety and is declared to be incorporated by reference in each element thereof.

1. Nothing in this Comprehensive Plan shall be construed or applied to constitute a temporary or permanent taking of private property or the abrogation of vested rights as determined to exist under applicable law.

2. Nothing in this Comprehensive Plan shall be construed or implied to constitute an abrogation or removal of any private, regulatory, or governmental covenant or special condition in effect on any private or public property located within the City of Fort Pierce.

3. This Comprehensive Plan is intended to set general guidelines and principles concerning its purposes and contents. The Plan provides overall guidance for the specific implementation mechanisms that are contained in the City of Fort Pierce's Land Development Code (LDC).

4. The primary intention of the Plan is to protect the public health, safety, and welfare. In the event of a conflicting provision between the Comprehensive Plan and the Land Development Code, the provisions of the Comprehensive Plan will prevail.

5. The terms "shall" and "will" are construed as mandatory in this Plan, subject, however, to this Statement of Legislative Intent. The term "should" is construed as directory and not mandatory. Wherever implementation responsibility is not explicitly stated within a particular objective or policy in this Plan, that responsibility lies with the City of Fort Pierce to the extent that the objective or policy specifies implementation.

6. Wherever the term "acres" is used in this Comprehensive Plan, it shall be taken to mean "gross acres", unless otherwise specified. In addition, standard practice rounding convention may be used in determining whether parcels meet the size or acreage standards contained in this Plan.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Richard D. Chess, MBA

THROUGH: Kevin Freeman, Planning Director

FROM : Vennis Gilmore, Historic Preservation Officer/Senior Planner

SUBJECT: Proposed Evaluation & Appraisal Review Amendment for 2026

BOARD DATE: January 20th, 2026

TEXT AMENDMENT

Comprehensive Plan – 2026 EAR Amendment

- In 2018, the City of Fort Pierce was tasked with performing an EAR Report to the State by February 1, 2018, per Rule Chapter 73C-49, Florida Administrative Code, where the City was responsible for determining whether the need existed for the City to amend its Comprehensive Plan to reflect changes in State requirements since the last time the Comprehensive Plan was updated. In 2018, Staff reported to the State that indeed the City needed to amend its Comprehensive Plan and the City then had one year to prepare and transmit the proposed amendment.
- If any local government fails to timely submit a proposed amendment within one year of reporting, that local government may not amend its Comprehensive Plan until it complies with the requirements of the State. Because the City missed its deadline of January 31, 2019, that is in fact what happened. The City contracted with a Planning consultant, S&ME, to draft the needed EAR amendment, so that the City may process it according to its review procedures (i.e TRC, Planning Board, and City Commission).
- On March 16th, 2020, the City Commission approved the Transmittal of the Evaluation & Appraisal Review document to the Florida Department of Economic Opportunity.
- On January 21, 2025, the City Commission approved the Authorization for the Mayor to sign an affidavit to be submitted to the Department of Florida Commerce notifying them that the City would be performing the Comprehensive Plan Evaluation and Appraisal Review.
- The City has now contracted with a Planning Consultant, the Treasure Coast Regional Planning Council, to draft the needed EAR amendment that is due for transmittal on January 29th, 2026.

- Each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (F.S.). The City's Comprehensive Plan Evaluation and Appraisal Notification Letter is due on January 29, 2026.
- Section 163.3191, F.S., states that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements, or changes in local conditions since the last update of the comprehensive plan and notify the state land planning agency as to its determination. If the local government determines that no updates are necessary the notification must include a separate affidavit, signed by the chair to include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided ins. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle. Section 163.3191(4) F.S., provides that a local government will be prohibited from initiating or adopting any publicly initiated amendment to its comprehensive plan if it fails to timely submit its notification letter or transmit the necessary amendment to update its plan within one year of notification. This prohibition on plan amendments does not apply to privately initiated plan amendments.
- On August 6, 2025, a public outreach meeting and public input survey to seek public input concerning the Comprehensive Plan were initiated.
- On August 13, 2025, Stakeholder Interviews interviews were held for input.
- On October 9, 2025, a second public outreach meeting and public input survey were initiated.
- On October 13th, 2025, the Treasure Coast Regional Planning Council staff presented the findings and input from the EAR Public Outreach to the City Commission and Planning Board to generate further discussion and recommendations.
- On October 16, 2025, an outreach meeting with the City of Fort Pierce Youth Council was held.

The Treasure Coast Regional Planning Council has reviewed the entire Comprehensive Plan and determined, based on changes in State Statutes, which Goals, Objectives, and Policies required revisions in order to be compliant with the Community Planning Act (aka Growth Management Act). In addition, the EAR amendment has incorporated a new table under Chapter 1; further clarifying Land Use Categories and appropriate Zoning Districts. Finally, as part of this amendment, the Treasure Coast Regional Planning Council has reviewed and made recommendations for several amendments to the Comprehensive Plan.

Recommendation:

Staff recommends that the Planning Board APPROVE the transmittal of the document to the Florida Department of Commerce for their review.

TRANSPORTATION ELEMENT

The purpose of the Transportation Element is to plan for an efficient, safe, and coordinated multimodal transportation system within the City. Because roadways in the City are owned and maintained under state, county, and local jurisdiction, it is important for the City to coordinate roadway projects and funding with St. Lucie County, the St. Lucie Transportation Planning Organization (TPO), and the Florida Department of Transportation (FDOT). Level of Service (LOS) standards are important for the planning, design and operation of roadways at an acceptable level of service for the traveling public. LOS standards are measures of quality of service, on an A-F scale, that represents how a roadway operates. An example of LOS standards is included as Appendix 2-1.

The Strategic Intermodal System (SIS) consists of a statewide system of high priority facilities including major interregional and intercity highways, airports, deep water seaports, freight rail terminals, passenger rail and bus terminals, rail corridors, and waterways. The automobile mode level of service targets for the State Highway System during peak travel hours are "D" in urbanized areas and "C" outside urbanized areas. The Florida Department of Transportation works with local governments to establish appropriate level of service targets for multimodal mobility and system design. The targets are responsive to all users, for context, roadway function, network design, and user safety.

The St. Lucie County TPO plans and programs state and federal funding for transportation improvements throughout the County. The TPO works with the county and municipalities, the U.S. Department of Transportation, and the FDOT to address mobility needs in the County through planning, prioritizing and funding projects. The TPO also maintains a formal traffic count program that includes LOS on roadways within the County. Appendix 2-2 is an excerpt from the TPO's *Traffic Counts and Level of Service Report* for 2025 showing roadways within the City.

St. Lucie County's Transit Department operates the Area Regional Transit (ART) system. This service provides 5 bus routes within the City; routes that connect to Martin and Indian River counties; door-to-door paratransit services for older adults and persons with disabilities; and an on-demand micro-transit service.

The City also has a free, door-to-door, on-demand public transportation option named *Freebee.* This service offers 100% electric free transportation that is available in the City 7 days a week, serving the City's Redevelopment Agency districts. The focus of the service is transporting residents and visitors between their homes and local businesses and services.

GOALS, OBJECTIVES, AND POLICIES

GOAL 2

The City shall provide a safe, convenient, effective, and energy efficient multimodal transportation system which is coordinated with the Future Land Use and provides mobility of people and goods.

2.1 Objective:
~~Although transportation concurrency is no longer required, t~~ The City will ~~continue to~~ administer a roadway level of service (LOS) based management system ~~(previously referred to as "transportation concurrency management")~~ to review development impacts. Land use and transportation strategies to support and fund mobility shall be implemented to comply with Section 163.3180(5)(f) F.S.

2.1.1 Policy:
Development impacts will ~~continue to~~ be mitigated through the administration of a roadway LOS based management system that requires transportation facilities needed to serve new development to be in place or under construction within three years after the City approves a building permit or its functional equivalent.

2.1.2 Policy:
The City shall implement land use and transportation strategies to include, but not be limited to, capacity improvements, operational improvements, transit/bicycle/pedestrian facilities, transportation demand management (TDM), transportation system management (TSM), complete streets designs, and parking strategies.

~~2.1.3 Policy:~~
~~Additional land use and transportation strategies will be incorporated in the Comprehensive Plan consistent with the Joint Report on the Mobility Fee Methodology Study prepared on December 1, 2009 by the Florida Department of Community Affairs and the Florida Department of Transportation.~~

2.2 Objective:
Maintain the adopted LOS standards for all City roadways. The City shall coordinate with St. Lucie County and the Florida Department of Transportation (FDOT) to maintain the adopted LOS standards on County and State roadways within the City.

2.2.1 Policy:
The roadway network shall be maintained at the adopted LOS standards through capacity improvements, operational improvements, or mobility

strategies. Roadway improvement projects which are needed to maintain the adopted LOS standards shall be included in the Capital Improvement Projects (CIP) or added to the CIP during the annual update to the Capital Improvements Element.

2.2.2 Policy:
Maintain the adopted LOS standard of "D" for all non-FIHS, SIS and TRIP funded roadways within the City for the peak hour. Table 2.2.2a reflects adopted level of service standards for FHIS, SIS, and TRIP Funded facilities:

Roadway	From/To	Adopted LOS
SIS Facilities		
I-95	Midway Road to SR 70/Okeechobee Road	C
I-95	SR 70/Okeechobee Road to SR 68/Orange Road	D
Florida's Turnpike	Port St. Lucie Boulevard to SR 70/Okeechobee Road	C
Florida's Turnpike	SR 70/Okeechobee Road to Indian River County Line	B
SR 70/Okeechobee Road	McCarthy Road to Florida's Turnpike	B
SR 70/Okeechobee Road	Florida's Turnpike to I-95	C
TRIP-Funded Facilities		
SR 713/Kings Highway	SR 70/Okeechobee Road to Orange Avenue	D

2.2.3 Policy:
Roadways projected to exceed the adopted LOS standard will be addressed through intergovernmental coordination and/or capacity and operational improvements, or implementation of mobility strategies. Coordination with the County and the FDOT shall be required if a proposed development impacts County or State roadways.

2.2.4 Policy:
Maintain the adopted roadway LOS standards through appropriate development review conditions and monitoring of the City's transportation facilities.

2.2.5 Policy:
The City shall coordinate with FDOT to develop strategies to encourage local traffic to utilize the local street network to support the regional travel on State roadways. In support of mobility in the City, Fort Pierce shall continue to improve connectivity of its roadways to reduce vehicle miles traveled, provide more route choices, and disperse traffic to maintain the adopted LOS standards.

2.2.6 Policy:
For new developments or redevelopments, the City shall allow the projected impacts on the roadway LOS standard to be mitigated through proportionate fair share contributions. The City shall apply the method for determining the proportionate fair share contribution as adopted by ordinance. The contribution may be made for capacity or operational improvements.

2.2.7 Policy:
Proposed land use changes shall evaluate the net difference in traffic impacts between the current land use and the proposed land use. Any change in land use which exceeds that LOS standard for a roadway shall also be accompanied by a strategy to address the impact. The strategy may consist of a capacity or operation improvement or implementation of a mobility strategy. The LOS evaluation shall be completed using professionally accepted transportation engineering methodology including generalized roadway and detailed roadway analysis as needed.

2.3 Objective:
The City shall integrate the Future Land Use Map with the City's existing, programmed, and planned transportation system to maintain the adopted roadway LOS standards and support multimodal transportation to service the existing and projected population.

2.3.1 Policy:
The City shall require TDM strategies to reduce the peak hour demand on the City's roadways. The City shall also permit TDM strategies to be implemented as a part of a development's traffic impact mitigation plan thereby reducing single occupancy vehicle trips. The specifics of the proposed TDM strategies will be adopted within the respective development orders.

2.3.2 Policy:
Proposed Future Land Use Map amendments shall be supported by the Transportation Element. An evaluation of the net change in impacts to the roadways shall be determined. The proposed amendment shall maintain the adopted LOS standard. If the LOS standards are not maintained, the amendment shall be accompanied by strategies including capacity and operational improvements, and mobility strategies to achieve the adopted LOS standard.

2.3.3 Policy:
The City shall integrate transportation and land use to support multimodal transportation through site design and development standards that address building placement and orientation, pedestrian access, bicycle parking, and transit-oriented development principles.

2.3.4 Policy:
The City shall develop a TDM program to address car and van pooling, parking requirements, mobility strategies, accessibility to transit, and employer-based initiatives such as flexible work schedules. The TDM program shall focus on reducing travel during peak periods to improve the LOS of the City's roadways, reduce single occupancy vehicle trips, and efficiently use the existing infrastructure.

2.3.5 Policy:
The City shall implement a "complete streets" policy which is designed and operated to address the needs of drivers, public transportation vehicles and patrons, bicyclists, and pedestrians of all ages and abilities in all planning, programming, design, construction, reconstruction, retrofit, operations, and maintenance activities. The City shall view all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in Fort Pierce and recognize~~s~~ bicycle, pedestrian, and transit modes as integral elements of the transportation system.

2.3.6 Policy:
The City shall seek to determine the modal split of its modes and set specific targets aimed at increasing the modal split for non-single occupancy automobile modes including transit, bicycling, and walking. The City shall coordinate with St. Lucie County, St. Lucie County ~~Transportation Planning Organization (~~TPO~~)~~, and FDOT to achieve a higher modal split.

2.4 Objective:
Support preservation of the Historic Districts and the redevelopment of the Downtown Area through strategies that prioritize walking, bicycling and transit and related design principles for development, thereby reducing the need to drive.

2.4.1 Policy:
The City shall c~~C~~oordinate with the FDOT to develop, plan, and fund transportation improvements to support and enhance the revitalization of the US 1 corridor adjacent to the Downtown District and the Historic Districts. The priority should be ~~Transportation System Management (~~TSM~~)~~ strategies that enhance the efficient use of the existing infrastructure through targeted physical and operational improvements on US 1 to maintain the urban characteristics of the Downtown and Historic Districts.

2.4.2 Policy:
The City shall coordinate with St. Lucie County to enhance the transit services along US 1 by improving headways and service of existing transit lines. For developments along US 1, the City may consider a contribution to the St. Lucie County Transit system or supporting facilities within the context of the development as mitigation for projected traffic impacts.

2.4.3 Policy:

The City shall i~~I~~mprove pedestrian and vehicular linkages from US 1 to the Historic Districts and to the Downtown Area. The City will continue to require new developments and redevelopments to plan and provide pedestrian and vehicular circulation linking buildings directly to US 1 and connecting the Historic Districts and Downtown.

2.5 Objective:

Maintain the existing roadway network and multi-modal transportation system to enhance efficiency, convenience, safety, and energy efficiency through implementation of the following policies.

2.5.1 Policy:

The City shall r~~R~~esurface and maintain badly worn or deteriorated roads on a regular basis, as needed, through programmed and funded improvements in the City's CIP.

2.5.2 Policy:

The City shall i~~I~~dentify poor drainage areas with roadway rights-of-way (ROWs) where the accumulation of water is becoming a safety hazard and could generate a structural deficiency. The City shall annually program and fund improvements in the City's CIP for these areas, as needed. The City shall also coordinate with related agencies having jurisdiction over the impacted roadways for proper maintenance and facility improvements.

2.5.3 Policy:

The City shall c~~C~~oordinate with agencies having jurisdiction over signs, pavement markings, transit facilities and signs, sidewalks, and any other transportation infrastructure within City limits regarding maintenance to plan, program, and implement improvements to support system efficiency and enhance safety.

2.5.4 Policy:

The City shall a~~A~~pply access management standards along main arterial and collector roads to improve safety. Access management strategies such as inter-parcel or shared driveway access shall be implemented.

2.5.5 Policy:

The City shall i~~I~~mplement pedestrian cross-access, pedestrian features, transit features and other transportation demand strategies on all primary City corridors.

2.5.6 Policy:

The City shall require the provision of safe and convenient on-site vehicle traffic flow within the required vehicle parking areas and address the needs of non-motorized traffic as a part of this provision.

2.6 Objective:
The City shall coordinate its transportation system with the plans and programs of St. Lucie County, St. Lucie County TPO and FDOT to maintain and enhance regional mobility.

2.6.1 Policy:
The City shall c~~C~~oordinate with local authorities for timely implementation of regional system improvement projects in the Five-Year Schedule of Capital Improvements.

2.6.2 Policy:
The City shall n~~N~~ew roadways ~~shall~~ be designed to enhance connectivity to existing roadways and improve mobility of the City's transportation system.

2.7 Objective:
The City shall work with FDOT and St. Lucie County TPO to provide a secure transportation system for the roads that comprise the Strategic Intermodal System (SIS) through implementation of the following policies.

2.7.1 Policy:
The City shall c~~C~~oordinate with the FDOT, St. Lucie TPO, and St. Lucie County to maintain a safe, convenient, and effective regional transportation system including I-95, the Florida Turnpike, SR 70/Okeechobee Road, and US 1.

2.7.2 Policy:
The City shall c~~C~~oordinate with FDOT to establish guidelines for access management standards for development on all roads that comprise the Strategic Intermodal System (SIS). The standards shall address driveway locations, number of access points, and cross access requirements with adjacent properties.

2.7.3 Policy:
The City will consult with FDOT on SIS programming needs and funding participation, as applicable, when developing its Capital Improvement Projects list.

2.7.4 Policy:
The City shall consult with the FDOT on any proposed plan amendments or development projects that may affect the SIS network.

2.8 Objective:

The City shall develop a Right of Way (ROW) plan consistent with its Future Land Use Element to preserve, plan, and acquire future ROW. The ROW plan shall identify the existing, proposed and future ROWs and the respective widths. The ROW plan shall also establish the standards for ROWs based upon the future needs of the City including all modes of transportation. The City shall administer the ROW plan regarding proposed development and associated ROW dedication requirements.

2.8.1 Policy:
The City shall not allow development to encroach an existing ROW. All development will be required to be setback from the edge of the ROW pursuant to the zoning code.

2.8.2 Policy:
The City shall prepare a ROW plan to preserve existing ROWs and plan for future ROWs. The City shall prepare the ROW plan in coordination with St. Lucie County and St. Lucie TPO ~~Transportation planning Organization~~.

2.8.3 Policy:
ROW dedication requirements for proposed developments or redevelopments shall be consistent with the City's ROW plan and standards. Large developments or redevelopments may be required to provide additional ROW to enhance the City's connectivity.

2.8.4 Policy:
The City shall a~~A~~dminister the City's and St. Lucie County's ROW widths standards according to the functional classification of the roadways. Minimum ROW width requirements are as follows:

Functional Classification	**Width (in feet)**
Limited Access/Controlled	325 (Width may vary)
Arterials	200 – 106
Collectors	94 – 70
One-Way Pair	60'

2.9 Objective:
The City shall include projects to achieve and maintain the adopted LOS standards in the Capital Improvement Element, as required.

2.9.1 Policy:
The Capital Improvement Element will be updated annually by December 1 of each year to include transportation projects needed to address LOS issues identified as a part of the LOS analysis reporting required by the City's Transportation System Monitoring database (formerly referred to as the Concurrency Management System).

2.9.2 Policy:

The Capital Improvement Program (CIP) addressing transportation facilities shall include the entire system, including, but not limited to roads, trails, bike paths, signage, sidewalks, etc.

2.9.3 Policy:
The City may also include multimodal transportation projects and related programs in the CIP for traffic impact mitigation for LOS issues. The City may also consider implementation of the City's mobility strategies as a means to address the impacts of development as appropriate and available.

2.10 Objective:
Continue to coordinate with the FDOT, the St. Lucie County TPO, the Treasure Coast Regional Planning Council (TCRPC), and adjacent municipalities to achieve safe, convenient, and energy efficient mobility of people and goods.

2.10.1 Policy:
The City representatives will attend regularly scheduled meetings with the regional agencies to provide input on regional transportation projects affecting the City, convey the City's transportation needs and direct the City's priorities through the TPO's Transportation Improvement Program (TIP).

2.10.2 Policy:
The City shall c~~C~~oordinate with the FDOT, St. Lucie County TPO, and St. Lucie County to plan, program, and implement transportation projects, programs, and strategies identified in the TSM ~~Transportation System Monitoring~~ database.

2.10.3 Policy:
The City shall p~~P~~articipate in the FDOT's Five-Year Work Program development process to convey the City's transportation needs and direct the City's priorities through the FDOT.

2.10.4 Policy:
The City shall coordinate with the St. Lucie County Division of Emergency Management regarding implementation and communication of procedures for any emergency evacuation such as a hurricane threat to the region.

2.10.5 Policy:
The City shall participate in the regional public transportation planning initiatives including the St. Lucie County transit service and the proposed ~~Amtrak~~ passenger rail service along the Florida East Coast (FEC) railway to promote and enhance regional transportation and mobility within St. Lucie County.

2.10.6 Policy:

The City shall continue to participate in the TPO's Technical Advisory Committee to assist in the annual up-date of the TPO's Congestion Management System.

2.10.7 Policy:

The Transportation Element shall be consistent with and further the transportation goals outlined in the ~~2035 Regional~~ 2045 Long Range Transportation Plan (~~R~~LRTP). The City shall rely upon the goals, objectives, and policies listed in the ~~R~~LRTP in addressing mobility through incorporation of multimodal considerations during the decision making process. The Comprehensive Plan and the Land Development Code will be updated, as necessary, to ensure consistency with ~~upon adoption of~~ the ~~2035~~ 2045 ~~R~~LRTP by St. Lucie County.

2.11 Objective:

The City shall coordinate with the Port, St. Lucie County, the St. Lucie County TPO, and the FDOT to maintain a safe and effective transportation system serving the Port and integrate with all modes of surface or water transportation. The City shall also coordinate with the Army Corps of Engineers and Florida Department of Environmental Protection regarding the Port facilities plans regarding new or expanded facilities.

2.11.1 Policy:

The City shall maintain the adopted LOS standard for roadways serving the Port. The City shall coordinate with the Port and the appropriate agencies regarding the intermodal management of surface transportation.

2.11.2 Policy:

The City shall coordinate with St. Lucie County, the St. Lucie County TPO, and FDOT to prepare a truck route study to plan, program, and implement the most effective truck routing to serve the Port. The City of Fort Pierce will coordinate with St. Lucie County and the FDOT to designate truck routes to serve the Port of Ft. Pierce.

2.11.3 Policy:

As a part of the City's TMS ~~Transportation Monitoring System~~ and the requirements for developments to provide traffic impact analyses, the City shall monitor future development relative to the potential impact on the Port's transportation and operations. The City shall also coordinate with the Port regarding development proposals adjacent to the Port facilities to protect the Port from incompatible land uses.

2.11.4 Policy:

The City, in partnership with St. Lucie County, shall implement the recommendations of the Port of Ft. Pierce Master Plan.

2.11.5 Policy:

The City shall coordinate with the Port, Army Corp of Engineers, and Florida Department of Environmental Protection to protect and conserve natural resources within the Port. The City shall work with the Port to mitigate the impacts from the Port upon adjacent natural resources and land uses.

2.12 Objective:

The City shall coordinate with regional agencies and transit providers to support and enhance the transit service to increase transit use, increase the transit mode split, reduce vehicle miles traveled, reduce greenhouse gas emissions, and promote a multimodal transportation system.

2.12.1 Policy:

The City shall coordinate with St. Lucie County Transit to identify strategic transit corridors for transit service enhancements including, reduced headways and convenient hours of operation, increased route coverage, and predictable scheduling. The City shall also coordinate with St. Lucie County Transit to establish measures for the acquisition and preservation of existing and future public transit ROWs.

2.12.2 Policy:

The City shall coordinate roadway and transit improvements with St. Lucie County, the St. Lucie TPO, the ~~St. Lucie County~~ Treasure Coast International Airport, the Port of Ft. Pierce, and FDOT for the update to the City's CIP.

2.12.3 Policy:

The City shall coordinate with St. Lucie County Transit to ensure that transit stops are located in areas that are accessible to a large portion of the community by reviewing the location of transit stops and evaluating the need for improvements including new shelters and to amenities.

2.12.4 Policy:

The City shall partner with the FDOT, the TCRPC and the other regional agencies when planning for the provision of passenger rail service along the FEC corridor and extend commitment to implementation of transit service within the City.

2.12.5 Policy:

The City shall provide incentives, such as increased allowable densities and reduced parking requirements, to promote mixed-use developments within the City, and especially within the downtown and around a ~~the~~ future ~~AMTRAK~~ passenger rail station, by requiring a mix of land uses in all non-residential future land use categories and allowing density bonuses for developments located within ¼-mile of a rail station, a multimodal transit center, or a transit stop as identified in Future Land Use Element Policy 1.1.5.

2.12.6 Policy:

The LOS standard for transit shall be consistent with St. Lucie County's adopted LOS standard for the St. Lucie County Transit system.

2.13 *Objective:*
The City shall support bicycling and walking as integral parts of the City's multi-modal transportation system by providing connected, convenient, and user-friendly facilities along with requiring developments to be designed incorporating bicycle and pedestrian-friendly principles.

2.13.1 Policy:
The City shall prepare a Citywide Sidewalk Facilities Report that inventories the existing sidewalk network including widths, condition, and other elements that contribute to pedestrian safety and comfort and evaluates the need for enhancements including filling sidewalk gaps and other pedestrian enhancements.

2.13.2 Policy:
Consistent with the City's "complete streets" approach, all streets within the City shall have sidewalks on both sides. The City shall also require additional pedestrian amenities including lighting, shade, safe crosswalks, and separation from the roadways (when feasible).

2.13.3 Policy:
The City shall c~~C~~oordinate with the FDOT, St. Lucie County TPO, and St. Lucie County to install and/or repair sidewalks and bicycle facilities as part of any State or County roadway widening or construction project.

2.13.4 Policy:
As part of the Citywide Sidewalk Facilities Report, the City shall coordinate with the FDOT to target pedestrian improvements for intersections along US 1 including, but not limited to, freshly painted crosswalks and/or more appropriate paving materials, improved lighting, improved pedestrian signals and pedestrian refuge areas.

2.13.5 Policy:
The City shall c~~C~~oordinate with the FDOT, St. Lucie County TPO, and St. Lucie County to provide traffic control and design features to enhance pedestrian and bicycle safety and comfort along state and county facilities.

2.13.6 Policy:
The City shall prioritize sidewalk improvements within a one-mile area around schools to enhance its "safe routes to school" and to provide handicapped accessible pedestrian connections around all transit stops.

2.13.7 Policy:
The City shall prepare a Citywide Bicycle Facilities Report that inventories and evaluates the City's bicycle facilities network and develop a plan to provide an interconnected bicycle facilities network within the City.

2.13.8 Policy:

The City shall implement a Bicycle Facilities Improvement Program (BFIP) in phases as bike lanes are constructed in key areas of the City specifically park and recreational facilities, transit stops and public spaces.

2.13.9 Policy:

The bicycle facilities utilized as part of the BFIP shall include covered and uncovered bicycle parking areas, fix-it stations, long term bicycle storage lockers and solar powered tracking devices.

2.13.10 Policy:

The land development regulations ~~LDRs~~ shall identify reduced parking requirements for all developments contributing to the facilities identified in the BFIP that are above the established multi-modal requirements.

2.13.11 Policy:

Consistent with the City's "complete streets" approach, safe and convenient bicycle facilities shall be provided along all roadways within the City, as feasible. All new roads shall be designed to include bicycle lanes or separated facilities. For local streets where the speed differential between automobiles and bicycles is lower, the City may consider an alternative approach such as a wide shoulder or lane.

2.14 *Objective:*

The City of Fort Pierce shall coordinate with all local, state and federal agencies to execute the safe, efficient, and effective evacuation of all residents and visitors to the City in the coastal evacuation areas in the event of a hurricane or other natural disaster.

2.14.1 Policy:

The City shall maintain the effectiveness of the evacuation routes within the coastal area by reviewing all development proposals in the Coastal High Hazard Area to determine the potential impact on hurricane evacuation times. Developments which are projected to cause an increase in addition to the City's adopted evacuation times shall be required to mitigate the impacts on hurricane evacuation times caused by the development.

2.14.2 Policy:

The City shall coordinate with St. Lucie County to enhance public awareness of hurricane evacuation plans, routes and shelters in order to help prevent loss of life and property.

2.14.3 Policy

The City shall adopt the evacuation time proscribed by St. Lucie County ~~and derived from the TCRPC Transportation Analysis Hurricane Evacuation Study, update 2003~~.

2.14.4 Policy:

The City shall continue to coordinate with St. Lucie County to maintain or improve hurricane evacuation times and to annually update the Local Emergency Evacuation Plan.

2.14.5 Policy:

The City shall coordinate with St. Lucie County and the TCRPC to implement strategies identified in the County Evacuation Plan to maintain efficient and timely evacuation procedures in the event of a hurricane or other catastrophic event.

2.14.6 Policy:

The City shall coordinate with St. Lucie County to prepare and implement evacuation plans and procedures to address the needs of the elderly, handicapped, hospitalized, or other special needs within the City including the provision of public transit and paratransit services.

INFRASTRUCTURE ELEMENT

The purpose of the Infrastructure element is to provide for necessary public facilities and services correlated to the future land use projections. Public facilities include potable water, sanitary sewer, solid waste, and drainage.

The Fort Pierce Infrastructure Element outlines the goals, objectives, and policies related to five key infrastructure systems throughout the City. The interface with the Fort Pierce Utility Authority, St. Lucie County, and other agencies are outlined for each public service.

GOALS, OBJECTIVES, AND POLICIES

Goal 3

Provide high quality, healthy, effective, reliable, efficient, environmentally sound and necessary services for coordinated sanitary sewer, solid waste, drainage, potable water and natural ground water aquifer recharge to meet the current and future needs of the City residents and visitors.

SANITARY SEWER

Goal 3.1

Coordinate with the Fort Pierce Utilities Authority (FPUA) to provide cost effective, equitable and adequate sanitary sewer facilities which meet all applicable design standards and effluent water quality standards for the short and long term planning horizons.

3.1 Objective:
The City shall coordinate with the FPUA to identify existing deficiencies in the capacity of the sanitary sewer and to correct any identified deficiencies to maintain the adopted LOS standard through the short and long term planning horizons.

3.1.1 Policy:
The City shall assure through the FPUA budget approval process that FPUA will maintain funding for the system improvements identified in the Capital Improvement Element to address sanitary sewer deficiencies consistent with the priorities established in the adopted Water and Wastewater Master Plan.

3.1.2 Policy:
The City shall work with FPUA to ensure projects and programs are funded to correct system deficiencies and maintain the adopted LOS standard.

3.1.3 Policy:
The City shall coordinate with FPUA to update the Water and Wastewater Master Plan every five years to program sanitary sewer improvements to maintain the adopted LOS standard.

3.2 Objective: :
Sanitary Sewer facilities shall be provided at or above the adopted LOS standard of 240 gallons per day (GPD) per equivalent residential connection (ERC) to meet the City's short and long-term needs for the adopted planning horizon.

3.2.1 Policy:
The LOS standard for sanitary sewer facilities shall be 240 GPD per ERC. The LOS standard for the FPUA wastewater treatment plants shall be measured by average daily flow. The number of ERCs provided for residential connections shall be:

- 1 ERC (240 GPD) for each single family unit
- 0.875 ERC (210 GPD) for each multi-family unit

For general service, commercial, or industrial connections, the wastewater treatment system shall be sized to provide the number of ERCs as agreed upon the FPUA in the Water and Wastewater Supply Agreement with developers. The ERC shall be based on existing wastewater flows from similar land uses, best available data, or from the Estimated Sewage Flows provided in Table 1 in Section 64E-6.008 *System Size Determinations*, Florida Administrative Code.

The LOS standard for FPUA wastewater treatment plants shall be measured by average daily flow.

The capacity of the FPUA collection system shall be measured by peak hour flow. The following peak factors will be used to assess the capacity of the collection system:

Flow Range (Maximum Month Average Daily Flow), MGD	Peak Factor
0.000 to 0.250	1.67
0.250 to 1.000	1.50
1.000 to 4.000	1.40

3.2.2 Policy:

The City shall coordinate with FPUA to prepare and submit an updated Capacity Analysis Report to the Florida Department of Environmental ~~Florida~~ Protection (FDEP) at intervals described in Section 62-600.405, *Planning for Wastewater Facilities Expansion,* F.A.C. When the Capacity Analysis Report indicates that additional capacity will be needed within the next five years, design and permitting for additional capacity shall be initiated in accordance with this same code.

3.2.3 Policy:

The City shall coordinate with FPUA to devise a strategy to transition customers with private septic tanks to connect to the public sanitary sewer collection system when service is available. The City shall work with FPUA to establish criteria for connections and timing requirements.

3.2.4 Policy:

The City shall maximize the use of existing sanitary sewer facilities through the support of infill and redevelopment.

3.2.5 Policy:

For any development of 50 or more lots, built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, the City shall consider the feasibility of providing sanitary sewer services within a 10-year planning horizon and must identify the name and location of the wastewater facility that could receive sanitary sewer flows after connection; the capacity of the facility and any associated transmission facilities; the projected wastewater flow at that facility for the next 20 years, including expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer; and a timeline for the construction of the sanitary sewer system. An onsite sewage treatment and disposal system is presumed to exist on a parcel if sanitary sewer services are not available at or adjacent to the parcel boundary.

3.2.6 Policy:

The City shall ensure that on lots of 1 acre or less, if a publicly owned or investor-owned sewerage system is not available, only the installation of enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction are authorized.

3.3 Objective:

The City shall coordinate with FPUA to ensure sanitary sewer facilities are designed, constructed, maintained and operated in a manner that protects the functions and quality of ground and surface waters, natural groundwater recharge and natural drainage features.

3.3.1 Policy:

The City shall coordinate with FPUA to implement the FDEP requirements of the St. Lucie County Public Health Unit and the Florida Department of Health to continue to protect the groundwater supply from potential sources of contamination pursuant to Chapter 1-10, "Health and Sanitation," St. Lucie County Code of Ordinances. All new developments will be required to connect to the public sanitary sewer system or provide documentation that the septic tanks are permitted by the St. Lucie County Health Department.

3.3.2 Policy:

The City shall coordinate with FPUA to continue to implement the FDEP requirements prohibiting direct wastewater effluent discharges to surface and ground waters within wellfield zones of influence. The Island Wastewater Reclamation Facility will continue to be operated to meet the conditions and limits of its Industrial Wastewater Discharge Permit and an Industrial Wastewater Discharge permit will be obtained from FDEP for any future wastewater treatment facilities prior to discharging to surface and ground waters.

3.3.3 Policy:

The City shall coordinate with FPUA to reduce wastewater effluent discharges to surface and ground waters at future wastewater treatment facilities by including the infrastructure to treat wastewater to reclaimed water standards at new facilities. FPUA has already entered into an Agreement with Florida Municipal Power Agency to provide reclaimed water from the future Mainland Water Reclamation Facility (MWRF) once it is available.

3.3.4 Policy:

The City shall coordinate with FPUA to protect ground and surface waters from pollution through permitting of domestic collection and transmission systems. As part of the certification process for permitting with FDEP, FPUA will review the construction plans and specifications for their conformance to applicable FDEP standards and implement FDEP requirements to protect ground and surface waters from pollution through licensing of collection and transmission systems.

~~3.3.5 Policy:~~

~~The City shall require the proper maintenance of septic tanks by the owner to prevent pollution of groundwater, per requirements of the St. Lucie County Health Department.~~

3.3.~~6~~ 5 Policy:

The City shall require the proper maintenance of septic tanks by property owners to prevent pollution of groundwater, per requirements of the St. Lucie County Health Department.

3.3.~~7~~6 Policy:

The City shall require that properties on private sewer systems obtain permits whenever modifications are made which could affect the quantity, quality or peak to average loading ratio of their sewage.

3.3.~~8~~7 Policy:

The City shall coordinate with FPUA to regularly inspect and monitor the conditions of gravity sanitary sewers, pump stations and force main systems. The inspection and monitoring should report the following parameters to locate and address areas with leaks, high infiltration and inflow, and other identified issues:

- Age, remaining service life
- Infiltration and inflow
- Capacities, compared to loading demands
- Operating pressures
- Physical conditions, need for repairs/replacement
- Reliability in emergency situations

3.3.~~9~~8 Policy:

The City shall coordinate storm drainage and roadway projects with FPUA to minimize impacts on the sanitary sewer system and maintain adopted LOS standard.

3.3.~~10~~9Policy:

Water conservation practices shall be employed including maintenance and operation to minimize groundwater and surface water infiltration, ~~and~~ informing the public about the effective use of water conservation plumbing fixtures, and participation in County programs to improve water conservation.

3.3.1~~1~~0 Policy:

The City shall coordinate with FPUA to require that all customers who connect to the sanitary sewer system meet the water quality requirements established by FDEP and FPUA for wastewater entering the wastewater treatment facilities. The discharge from existing and proposed industrial sites shall be evaluated to determine if pretreatment prior to discharge into the sanitary sewer system is required to meet the water quality requirements.

SOLID WASTE

Goal 3.2

Provide a cost-effective and sustainable solid waste collection and disposal system which emphasizes resource recovery and meets all environmental quality standards.

3.4 Objective:
The City shall coordinate with St. Lucie County to identify existing deficiencies in the solid waste management practices and correct any identified deficiencies to maintain the adopted LOS through the adopted planning horizon.

3.4.1 Policy:
The LOS standard for solid waste management facilities shall be 200 tons per day of Municipal Solid Waste City wide.

3.4.2 Policy:
The City shall continue to require applicants for development permits to demonstrate available capacity of solid waste disposal sites and sufficient collection equipment of the Public Works Department prior to issuance of the permit or development order.

3.5 Objective:
The City shall coordinate with St. Lucie County to reduce demand on the solid waste disposal facilities through recycling. The City shall strive to recycle at least 30 percent of the overall solid waste stream by increasing the recycling of cardboard, metal, paper, glass, and plastic to at least 50 percent,

3.5.1 Policy:
The City shall continue to maintain or expand its recycling services and education program as a means of reducing the solid waste stream.

3.5.2 Policy:
The City shall encourage greater reliance upon electronic media to reduce the amount of paper consumed and provide recycling services in all public facilities.

3.6 Objective:
Protect the functions of the City's groundwater aquifer recharge areas and natural features from improper disposal of solid waste.

3.6.1 Policy:
The City shall maintain and implement its solid waste collection practices consistent with solid waste recycling and hazardous waste disposal requirements of the St. Lucie County solid waste disposal and recycling system.

3.6.2 Policy:
The City's contracted solid waste collection provider shall maintain collection services at the City's adopted LOS standard.

3.6.3 Policy:
The City shall participate in the hazardous waste collection and disposal programs of St. Lucie County by enforcing hazardous waste collection practices required by the county and other agencies with jurisdiction. Participation shall consist of an annual hazardous waste notification by mail insert in utility billings or local newsletter to City residents. Such notification shall indicate that the City does not provide hazardous waste collection services and inform the public that such services are provided by St. Lucie County and others.

3.6.4 Policy:
The City shall monitor the general operation of its solid waste collection services to maintain the adopted LOS standard. As appropriate, the monitoring shall provide recommendations for capital improvements to maintain the adopted LOS standard including equipment and facilities.

DRAINAGE

Goal 3.3

Maintain a stormwater management system in the City that reduces flooding, promotes aquifer recharge, minimizes degradation of water quality in surface and ground waters and protects the functions of wetlands.

3.7 Objective:
Stormwater management facilities shall be designed in accordance with South Florida Water Management District (SFWMD) criteria.

3.7.1 Policy:
The City shall continue to implement land development regulations which establish the minimum design criteria for stormwater management. These design criteria shall serve as the LOS standard to assess adequacy of stormwater management facilities and development concurrency:

(1) Minimum roadway and parking lot elevations shall be set at the peak elevation of the 10-year one-day storm event;
(2) Minimum site perimeter elevations shall be set at the 25-year, 3-day peak stage. Site runoff up to such stage level may not overflow onto any adjacent property, unless a permanent drainage easement is obtained;
(3) Dry or wet retention/detention, stage versus storage, stage versus discharge and flood routing calculations for the 10-year, one day, 25-

year, 3-day and 100-year, 3-day storm events for the site shall be submitted with the site development plans;

(4) Building floor elevations shall be at or above the 100-year flood elevation, as determined from the Federal Flood Insurance Rate Maps, City's code enforcement ordinances or calculations following the latest SFWMD methodology, whichever is greater;

(5) Off-site discharge shall be limited to pre-development runoff based on the 25-year, 3-day storm event calculated by SFWMD methods;

(6) All roof runoff shall be detained on site.

3.7.2 Policy:

The City shall adhere to its National Pollution Discharge Elimination System - Municipal Separate Storm Sewer System (NPDES-MS4) Permit and shall implement the permit conditions including monitoring of outfalls and best stormwater Management Practices.

3.7.3 Policy:

The impact of stormwater management facilities and support services on adjacent natural resources shall be considered in accordance with SFWMD regulations during the construction, siting, and operation of new or expanded stormwater management facilities.

3.7.4 Policy:

The City shall coordinate with the SFWMD and the independent drainage districts to implement applicable portions of the SFWMD regional water resource projects, the Upper East Coast Regional Water Supply Plan, and the Indian River Lagoon Stormwater Improvement and Management (SWIM) Plan that are intended to reduce losses of excess stormwater to tide, to recharge the surficial aquifer and water preserve areas and/or to provide additional storage for surface waters.

3.7.5 Policy:

The City shall work with FDEP to develop an action plan to meet the objectives and requirements of FDEP's Basin Management Action Plan for the St. Lucie Basin in order to address stormwater management issues on a watershed (basin) basis in accordance with SFWMD permits as a means of providing cost effective water quality and water quantity solutions to specific watershed problems.

3.7.6 Policy:

The City shall continue to implement a basin-wide water management protocol that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and ground water recharge functions. A computer model of the existing surface water management system was developed as part of the 2010 Stormwater Master Plan that accounted for ground water levels, existing and projected stormwater flows, and canal stages. The City

shall use this model as part of the land development review process to evaluate the impact of proposed connections to the City surface water management system and will update the model to include approved connections for new development.

3.7.7 Policy:
The City shall manage the construction and operation of its facilities which dam, divert or otherwise alter the flow of surface waters to minimize damage from flooding, soil erosion or excessive drainage.

3.8 Objective:
Maintain and protect ground water recharge of the surficial aquifer system in order to maintain all of the functions of the Floridan Aquifer.

3.8.1 Policy:
The City shall use Best Management Practices (BMPs) for stormwater management in accordance with City and SFWMD regulations.

3.8.2 Policy:
The City shall work cooperatively with the SFWMD and independent drainage districts to implement the Upper East Coast Regional Water Supply Plan, plans that provide for additional surface water storage such as water preserve areas, and any other plans and operating procedures that increase recharge water to the Surficial Aquifer.

3.8.3 Policy:
The City shall utilize, preserve, restore and enhance natural water bodies and functions by encouraging non-structural and structural erosion control devices and by discouraging the channelization, seawall installation or other alteration of natural rivers, streams and lakes.

3.8.4 Policy:
The City shall protect the water storage and water quality enhancement functions of wetlands, floodplains and aquifer recharge areas through land acquisition, the enforcement of regulations and the application of land and water management practices which provide for compatible uses.

3.8.5 Policy:
The City shall coordinate with St. Lucie County to protect aquifers from depletion through water conservation and preservation of the functions of high recharge areas including but not limited to the water conservation areas and water preserve areas.

3.8.6 Policy:
All new drainage facilities shall be designed to provide pollution control sufficient to meet criteria of all regulatory requirements, including but not limited to, the following:

- Retention of stormwater
- Flow of stormwater over grassed and vegetated areas
- Sumps
- Grease separation baffles
- Mosquito control
- Infiltration and percolation prior to overflow or outfall discharge

POTABLE WATER

Goal 3.4

Provide a cost-effective and sustainable potable water supply system which meets all applicable water quality standards, maintains the adopted LOS, and maintains the City's water quality standards, and does not compromise the City's future water supply.

3.9 Objective:
The City shall coordinate with FPUA to identify existing deficiencies in the potable water system and to correct any identified deficiencies in order to maintain the adopted LOS through the adopted planning horizon.

3.9.1 Policy:
The City shall assure, through the FPUA budget approval process, ~~which~~ that FPUA will maintain funding for the systems improvements the Capital Improvements Element to address identified potable water deficiencies consistent with the priorities established in the adopted Water and Wastewater Master Plan.

3.9.2 Policy:
The City shall coordinate with FPUA to fund projects and programs to correct identified system deficiencies and maintain the adopted LOS standard.

3.9.3 Policy:
The City shall coordinate with FPUA to update the Water and Wastewater Master Plan every five years to assure that potable water facilities are available to provide adequate fire flow protection and to meet the existing needs of FPUA's customers. ~~Due to lower than expected growth rates between 2006 to 2015, the Water and Wastewater Master Plan is scheduled to be updated in 2021~~.

3.10 Objective:
Potable water facilities shall be provided at the adopted LOS standard of 300 GPD per ERC for the adopted planning horizon.

3.10.1 Policy:
The LOS standard for potable water facilities shall be 300 GPD per ERC. The number of ERCs provided for residential connections shall be:

- 1 ERC (300 GPD) for each single family unit
- 0.70 ERC (210 GPD) for each multi-family unit

For general service, commercial, or industrial connections, the potable water facilities treatment system shall be sized to provide the number of ERCs as agreed upon by FPUA in the Water and Wastewater Supply Agreement with developers. The ERC shall be based on existing potable water demands from similar land uses or best available data.

The LOS standard for the FPUA water treatment plants shall be measured by maximum daily flow.

3.10.2 Policy:
The City shall work with FPUA to provide adequate fire flow protection. FPUA will review new construction projects to ensure that new projects have been designed and constructed to provide a minimum system pressure of 20 pounds per square inch during maximum day demands with fire flow.

3.10.3 Policy:
The City shall coordinate with FPUA to prepare and submit an Updated Capacity Analysis Report to the FDEP at the scheduled intervals described in the F.A.C. Section 62-555.348, *Planning for Expansion of Public Water System Source, Treatment, or Storage Facilities.* When the Capacity Analysis Report indicates that additional capacity will be needed within the next five years, design and permitting for additional capacity shall be initiated in accordance with this same code.

~~The August Capacity Analysis Report prepared for FPUA initially indicated that there was adequate capacity to meet the projected growth demands through 2018. However, due to lower than expected growth rates between 2006 and 2015 and the rerating of the Water Treatment Plant from 18.99 Million Gallons per Day (MGD) to 23.32 MGD on May 3, 2018, there is adequate capacity to meet the projected growth demands through 2030.~~

3.10.4 Policy:
The City, in coordination with the FPUA, shall maximize the use of existing potable water facilities by encouraging infill and redevelopment.

3.10.5 Policy:

The City and FPUA shall continue to maintain, administer, and implement an integrated geographic information system (GIS) to make standardized land use and potable water supply facilities information available for local and regional planning purposes.

3.11 Objective:

Encourage compact urban growth patterns, including infill and redevelopment, to maximize the use of existing potable water facilities.

3.11.1 Policy:

The City shall work with FPUA to identify opportunities to increase the efficiency and to optimize the use of existing facilities as an alternative to constructing new potable water facilities. The FPUA will continue the planned and preventive maintenance program in order to maximize the useful life of existing infrastructure.

3.11.2 Policy:

The City shall work with FPUA to prioritize the provision of water service to infill, enclave, or redevelopment areas.

3.12 Objective:

Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

3.12.1 Policy:

The City shall develop a basin-wide water management protocol, in accordance with SFWMD permitting requirements, that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and groundwater recharge functions while protecting the stormwater management system, wellfield characteristics, groundwater levels, saltwater intrusion limits, flows and canal stages to better utilize the water resource.

3.12.2 Policy:

FPUA shall continue to monitor water loss within the utility system, to identify strategies that minimize system loss and continue the preventive maintenance program for the distribution system.

3.12.3 Policy:

The City shall utilize the development review process of the Land Development Code to require applicants for development permits to prepare landscaping plans that incorporate xeriscape principles, encourage native plant communities, and meet the Florida Irrigation Society's standards and specifications for turf and landscape irrigation systems. The City shall revise

the Land Development Code to include more stringent requirements for these areas.

3.12.4 Policy:
The City shall continue to implement a year-round public information and education program promoting water conservation. The City shall coordinate with FPUA to encourage conservation by continuing to implement a multi-tier rate structure which increases the unit cost as consumption levels increase.

3.12.5 Policy:
The City, in conjunction with FPUA, shall implement the adopted 10-year water supply plan consistent with the SFWMD plans.

3.12.6 Policy:
The City and FPUA shall coordinate and participate in the SFWMD Upper East Coast Water Supply Plan process.

3.12.7 Policy:
The City adopts by reference the current 2025 ~~2012~~ FPUA 10-Year Water Supply Facilities Work Plan.

3.13 Objective:
Potable water facilities shall be designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features.

3.13.1 Policy:
The City shall coordinate with FPUA and SFWMD for the design, construction, operation and maintenance of new or expanded potable water facilities that will focus on the use of an alternative water source as defined in the Upper East Coast Water Supply Plan. These potential sources could include the Floridan aquifer, aquifer storage and recovery (ASR) wells, desalinization, capture and storage of excess stormwater currently lost to tide, reuse and grey water where technically feasible and other technologies.

3.13.2 Policy:
The construction, operation and maintenance of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels and the exacerbation of saltwater intrusion. The design shall also consider whether or not the construction, operation and maintenance will harm the aquifer system. Adverse impacts of construction, operation, and maintenance to the aquifer system shall be avoided or at least minimized.

3.14 Objective:

Provide a cost-effective, sustainable potable water system meeting all applicable standards at the adopted LOS standard.

3.14.1 Policy:

The City shall continue to coordinate the provision of potable water services with the FPUA through agreements with municipalities and other service providers.

3.14.2 Policy:

The City shall coordinate storm drainage and roadway projects with FPUA to minimize impacts to the potable water system and maintain adopted LOS standard.

3.14.3 Policy:

The City shall assist FPUA in identifying possible sources of financing for the water system improvements identified in the current and future Water and Sewer Master Plans.

3.14.4 Policy:

The City shall coordinate with FPUA in continuing the provision of potable water that meets the drinking water standards described in F.A.C 62-555 and the provision of an annual water quality report for FPUA customers as required by the EPA Safe Drinking Water Act.

3.15 Objective:

Continue to provide potable water use in the quantity and quality necessary to satisfy existing and projected growth in compliance with the latest standards acceptable to the City, the County, the State and the U. S. Environmental Protection Agency, and in accordance with the regulations implementing the "Safe Drinking Water Act" (1986).

3.15.1 Policy:

The City shall continue to rely upon the facilities and personnel of the Fort Pierce Utilities Authority to satisfy the potable water supply, treatment and distribution needs of residents and businesses.

3.15.2 Policy

The City shall coordinate with the Fort Pierce Utilities Authority to establish potable water level of service standards for non-residential land uses, such as office, industrial and commercial.

3.16 Objective:

The City shall ensure that potable water facilities and services meet the level of service standards established within the Comprehensive Plan.

3.16.1 Policy:

The City shall coordinate with the FPUA to address existing facility deficiencies and utilize the Capital Improvements Program and the Capital Improvements Element to provide for correction of the improvements Element to provide for correction of the existing water supply and replacement of facilities.

3.16.2 Policy:

The City shall implement the 10-Year Water Supply Facilities Work Plan to ensure that water supply facilities necessary to serve existing and future development within the City are available and consistent with the FPUA consumptive use permit.

NATURAL GROUNDWATER AQUIFER RECHARGE

Goal 3.5

Protect the function of natural ground water/aquifer recharge areas and natural drainage features.

3.17 Objective:

Manage the natural ground water aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes.

3.17. Policy:

Improve groundwater recharge by requiring all construction projects to meet or exceed the City of Fort Pierce Site Development Technical Regulations and Stormwater Management Requirements, including:

- Requiring development and redevelopment to provide a minimum of 20% of pervious open and green space
- The City shall amend the Land Development Code to limit the stormwater runoff for new gravity connections to the volumetric equivalent of not more than 2.0 inches of depth over the area served for any 24-hour period from the 10-year frequency, 72-hour duration rainfall. The City shall amend the Land Development Code to limit the total pump capacity of new connections to surface waters (canals or bay) to not more than the volumetric equivalent of 2.0 inches of depth per day from the area to be served by the pump.

3.17.2 Policy:

The City will promote the use of reclaimed water through city-wide efforts to educate residents and business community on the merits of using reclaimed water to diminish groundwater withdrawals. The City shall coordinate with FPUA to assess the viability of providing reclaimed water to new developments and if feasible, will require new developments to utilize reclaimed water for irrigation once the MWRP is constructed and operating.

3.17.3 Policy:

The City shall continue to require that all development and redevelopment codes at a minimum comply with SFWMD environmental protection rules for stormwater disposal methods.

CONSERVATION ELEMENT

The purpose of the Conservation Element is to document how the City conserves, manages, appropriately uses, and protects the natural resources of the City to ensure continued resource availability and environmental quality. The City is home to many residents who have lived in Fort Pierce their whole life. There is a strong desire by these individuals to protect the quality of life they have enjoyed. This is a desire that is shared by the elected officials, employees, and visitors as well. It is important that as the City grows there is recognition of its roots as a coastal community that offers a quality of life worth preserving.

Fort Pierce is uniquely positioned, stretching from western pine flatwoods to the Atlantic Ocean. The City includes wetlands, preserves, the North Fork of the St. Lucie River, and the Indian River Lagoon. Numerous creeks and canals play an important role in flood management, but also in water quality for the Indian River Lagoon. The City has done extensive work along Moore's Creek to restore the quality of water entering the Indian River from this creek.

GOALS, OBJECTIVES, AND POLICIES

Goal 4

To conserve, manage, appropriately use and protect the natural resources of the City ensuring continued resource availability and environmental quality.

4.1 Objective:
Maintain the best possible air quality, meeting or exceeding state and federal air quality standards.

4.1.1 Policy:
The City shall support the enforcement of applicable standards for air quality to control significant emissions of air pollutants in order to maintain and improve the existing air quality.

4.1.2 Policy:
Open burning shall be prohibited.

4.1.3 Policy:
Through the site plan approval process, the City shall ensure appropriate measures are taken to contain and stabilize exposed or destabilized soil

surfaces at construction sites to prevent erosion and the degradation of ambient air quality through the generation of dust particles.

4.1.4 Policy:
The City shall reduce the potential for green house gas emissions by the following means:

a) Require vegetative buffer strips along all vehicular use areas;
b) Require pedestrian-friendly, transit-oriented design elements to be included in all development, such as transit stops, bicycle and pedestrian facilities, or other applicable multi-modal facility; and
c) Amend the design requirements for parking lots to include reflective surface coatings, to require the use of shade trees and to increase island landscaping requirements.

4.2 Objective:
Conserve, appropriately use and protect the quality and quantity of current and projected water sources and waters that flow into estuarine waters or oceanic waters.

4.2.1 Policy:
The City shall cooperate with St. Lucie County and the South Florida Water Management District (SFWMD) for the implementation of water demand management policies and programs, including mandating xeriscape principles for all development.

4.2.2 Policy:
The City shall ensure that existing and new development shall be serviced with an adequate supply of potable water at the adopted levels of service, that, at a minimum, meets the state water quality standards.

4.2.3 Policy:
The City shall cooperate with the ~~South Florida Water Management District (~~SFWMD~~)~~ and St. Lucie County to conserve water resources in emergencies and during declared water shortages. The City shall continue and expand efforts to publicize and encourage water conservation.

4.2.4 Policy:
Activities and land uses known to adversely affect the quality and quantity of identified water sources and within natural groundwater recharge areas shall be restricted to protect the quality and quantity of this water source. Parking spaces that exceed minimum requirements and excessive amounts of imperious surface coverages for new development shall be discouraged.

4.2.5 Policy:
The City shall achieve compatibility with other related regional water resource planning efforts. These include the Indian River Lagoon (IRL)

Surface Water Improvement and Management (SWIM) Plan, Comprehensive Everglades Restoration Plan (CERP), CERP IRL – South Project, CERP North Palm Beach County Project Part 1, Lake Okeechobee SWIM Plan, Lower East Coast and Kissimmee Basin Water Supply Plans, IRL National Estuary Program Comprehensive Conservation and Management Plan, and the St. Johns River Water Management District (SJRWMD) Districtwide Water Supply Assessment.

4.2.6 Policy:
The City will continue to implement recommendations as proposed in the Water Supply Plan.

4.2.7 Policy:
The City shall monitor the activities of the Port Authority to ensure Best Management Practices (BMP) are implemented to avoid negative impacts to the lagoon and ocean water habitats.

4.2.8 Policy:
The City shall develop non-potable sources for irrigation in coordination with Fort Pierce Utilities Authority (FPUA).

4.2.9 Policy:
The City shall amend the Land Development Regulations (LDRs) to discourage or restrict onsite septic treatment.

4.3 Objective:
Assure that generation, storage, transport and disposal of wastes in the City is managed with the best available technology to protect environmental quality.

4.3.1 Policy:
When new sewers are extended into an area currently using septic systems for wastewater disposal, all buildings must connect with the public wastewater collection system within the time frame required by Florida Statute.

4.3.2 Policy:
All new development shall eventually be required to provide water and wastewater connections via FPUA through implementation of a transitional strategy developed by the City in coordination with the FPUA.

4.3.3 Policy:
The City shall cooperate with appropriate public agencies to assure that solid and hazardous wastes generated within the City, are properly managed to protect the environment. The City shall report any hazardous waste violation they may become aware of to the appropriate jurisdictional agency.

4.3.4 Policy:
The City shall coordinate with St. Lucie County and the state to encourage the development of effective strategies to improve the area-wide Solid Waste Management Program to include more innovative solid and hazardous waste management technologies to save energy, produce renewable energy and effectively manage hazardous waste.

4.4 Objective:
Conserve, appropriately use and protect natural resource systems, including floodplains, in recognition of their inherent values.

4.4.1 Policy:
The City shall strictly enforce all ordinances designed to protect and conserve natural resources and shall seek funding from all state and federal agencies to support such protection. The City shall support the enforcement of related state and federal regulations.

4.4.2 Policy:
Compliance with approved permits with other local governments, state, federal and private plans and programs for conservation of natural resources shall be required prior to receiving development approval.

4.4.3 Policy:
The City shall require approval from all applicable external agencies regarding the protection of environmentally sensitive habitat and shall require consistency with the policies in the Plan that govern the following:

1. Management of surface water;
2. Preservation of open space;
3. Preservation of native vegetation; and
4. Preservation of environmentally sensitive habitats.

4.4.4 Policy:
The City shall require that surrounding land uses are compatible with lands recognized by the county, state or federal government as environmentally sensitive.

4.4.5 Policy:
The City shall require site plan review of all proposed development or redevelopment to prevent unnecessary destruction or inappropriate use of existing natural resources and natural sites. Site development shall limit the ecological and environmental impacts of design and shall include a site analysis to include the following natural factors:

1. Existing drainage pattern;
2. Geology;

3. Topography;
4. Hydrography (streams, lakes, swamps);
5. Vegetation;
6. Wildlife and habitat;
7. Climate factors (solar orientation, seasonal winds, humidity, precipitation); and
8. Soil (type, suitability, bearing capacity).

4.4.6 Policy:
The City shall coordinate with the Treasure Coast Regional Planning Council, St. Lucie County, the state, federal and other public agencies concerned with managing and mapping natural resources. The City may also coordinate with private environmental organizations and individuals interested in resource conservation. The goal of such coordinating activities shall be to protect the values and functions of natural systems.

4.4.7 Policy:
The City shall work cooperatively with all agencies as appropriate, to administer land acquisition programs to acquire environmentally sensitive lands. The City shall also support the efforts of state and federal and other public and private conservation agencies in the acquisition of environmentally sensitive lands.

4.4.8 Policy:
The City shall continuously identify environmentally sensitive priority sites, located within the City, for acquisition, preservation, or restoration. Priority sites shall also include those disturbed areas where restoration will result in the greatest habitat benefit at the least cost.

4.4.9 Policy:
The City shall provide for open space as a part of the requirements for all development and redevelopment. Open space areas shall be designated and treated in such a manner as to maintain the integrity, whether the primary purpose is to serve as natural vegetative or wildlife habitat, or as cultivated landscaped space. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the required open space established by City ordinance.

4.4.10 Policy:
When a parcel proposed for development contains more than one habitat type or native vegetative community, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions

4.4.11 Policy:
Through site plan review, the City shall provide special protection for:

1. Champion trees as recognized by Florida Department of Agriculture and Consumer Services (FDACS),;
2. Specimen trees as recognized by FDACS ~~Florida Department of Agriculture~~;
3. Plant species listed by the U.S. Fish and Wildlife Service (FWS) as threatened or endangered; and
4. Plant species listed by the FDACS as threatened or endangered

4.5 Objective:
Conserve, appropriately use and protect natural functions of fisheries, wildlife, wildlife habitat and marine habitat.

4.5.1 Policy:
The City shall protect and conserve the natural functions of existing soils, fisheries, lakes and floodplains through the enforcement of existing local, and support of state and federal regulations designed to protect and conserve these functions.

4.5.2 Policy:
The City shall support the state and federal laws regarding the protection of endangered and threatened species and significant plant and animal habitat.

4.5.3 Policy:
The City shall cooperate with National Oceanic and Atmospheric Administration (NOAA), Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP) and other agencies as applicable to restore seagrass beds within its jurisdiction.

4.5.4 Policy:
Through the development review process the City shall regulate the location, density and intensity of development activities known to adversely impact wildlife and wildlife habitats. The City shall provide for flexible development alternatives, such as density transfers and flexible development options on developable portions of a site.

4.5.5 Policy:
The City shall protect listed wildlife and wildlife habitats by promoting public acquisition of known listed species wildlife habitat and through the dedication of conservation easements or deed restrictions.

4.5.6 Policy:
The City shall protect existing natural reservations and conservation areas as identified in the Recreation and Open Space and Future Land Use Elements.

4.5.7 Policy:

The City shall coordinate with St. Lucie County, the Heathcote Botanical Gardens Board of Directors and appropriate public interest groups to promote awareness of endangered, threatened and regionally important species.

4.5.8 Policy:
The City shall coordinate and cooperate with the organizations which are monitoring and have research underway in the South Indian River Lagoon and its watershed, including but not limited to the SFWMD, FDEP, ~~Florida Department of Agriculture and Consumer Services (~~FDACS~~)~~, Florida Fish and Wildlife Conservation Commission (FFWCC), Harbor Branch Oceanographic Institute (HBOI), Smithsonian Marine station, ~~National Oceanic and Atmospheric Administration (~~NOAA~~)~~, United ~~and the~~ states Geological Survey (USGS). Review current studies with regard to the Indian River Lagoon including a review and analysis of protective measures and their impacts on the overall quality and vitality of the area. If it is determined that current measures are not meeting overall goals, coordinate with the applicable agencies to amend existing requirements and/or provide new requirements with the goal of increasing compliance with the adopted plans of the local, regional, and state agencies.

4.5.9 Policy:
Protective landscape buffering shall be required between conservation areas and between lands recognized by the county, state or federal government as environmentally sensitive and any land uses that may negatively impact the conservation and sensitive ecosystems. These standards and criteria shall be defined in the ~~Land Development Regulations~~ LDRs.

4.5.10 Policy:
The City shall work cooperatively with the U.S. Fish and Wildlife Service (FWS~~)~~ and the ~~Florida Fish and Wildlife Conservation Commission~~ (FFWCC~~)~~ to protect and promote the recovery of species designated by these agencies as threatened and endangered or of special concern. Related activities shall include:

1. Require notification to these agencies when development proposals are received for sites documented as having historic and/or current occurrences of listed species;
2. Technical assistance consultation with these agencies; or
3. Cooperation with these agencies in locating potential introduction sites for designated species.

4.5.11 Policy:
The City shall support ongoing education programs about native plant and listed animal species and the diversity of natural communities through the

consideration of a natural resources division or the expansion of the urban forestry program.

4.6 Objective:
Require that development activities mitigate adverse ecological changes or improve previously degraded environmental conditions.

4.6.1 Policy:
Any development projects proposed in those areas designated on the Future Land Use Map for conservation shall be subject to review by the City Commission to ensure those projects could not be located in any other land use designation, will protect natural resources through site plan conditions, and the sole purpose of the project is to enhance conservation and recreational activities.

4.6.2 Policy:
Non-jurisdictional native vegetative communities shall be preserved during development or redevelopment and if any non-jurisdictional native vegetative community must be removed during development or redevelopment, another native vegetative community shall be replanted to replace the removed vegetative community in equal value in terms of area, quality and quantity.

4.6.3 Policy:
The City shall strictly enforce landscaping standards which require the preservation of existing natural growth, the removal of invasive, exotic plant species and the promotion of native plant materials usage. These standards shall contain limitations, restoration and mitigation measures to compensate for the loss of native vegetation and define stabilization measures for areas impacted by development.

4.6.4 Policy:
The City shall use the best available existing technical criteria and information for the formulation of regulations and ordinances to ensure that future development, to the maximum extent practicable, is compatible with the functions of existing natural systems and resources conservation.

4.6.5 Policy:
The City shall monitor the characteristics of natural resources through development review. Indications of changes shall be examined and current conservation management policies shall be refined as needed in order to remain responsive to evolving problems and issues.

4.6.6 Policy:
The City shall continue to implement the scheduled maintenance plan for the effective removal of invasive vegetation removal on City lands. This program

shall include monitoring and plans for re-vegetation. The City shall coordinate these efforts with the City Urban Forester.

4.6.7 Policy:
The City shall establish a program for the restoration of City owned beaches and beach berm areas. This program shall include monitoring and plans for re-vegetation.

4.6.8 Policy:
City restoration projects shall be completed as funding is established and sources become available. Local, state, federal and private funding sources shall be pursued and used to support restoration projects.

4.6.9 Policy:
The City shall coordinate with St. Lucie County and the Heathcote Botanical Gardens Board of Directors on the implementation plans to restore degraded lands within the Regional Botanical Park.

4.6.10 Policy:
The City shall amend the ~~Land Development Regulations~~ LDRs to require the identification of natural habitats through an environmental impact study during the development review process.

4.7 Objective:
Assure the maintenance and conservation of open space and trees within the City, through the continued maintenance of trees within City properties and through the site plan review process for new development.

4.7.1 Policy:
Native vegetative communities shall be preserved during development or redevelopment, as outlined in the adopted City landscape and tree ordinance.

4.7.2 Policy:
The City shall provide beautification of streets, rights-of-way and public open spaces and facilities within the City through grant applications or other funding sources.

4.7.3 Policy:
The City shall encourage and educate the public in the planting and maintenance of trees through its ongoing Urban Forestry plan and through coordination with the Keep Fort Pierce Beautiful and other appropriate organizations.

4.7.4 Policy:
The City shall expand the Keep Fort Pierce Beautiful Program beyond litter removal and transfer oversight of the program to the Urban Forester.

4.7.5 Policy:
The City shall continue to be certified, as it has since 1989, as a Tree City USA by the National Arbor Day Foundation.

4.7.6 Policy:
The City shall complete an inventory of tree species located on public lands through the application of a tree survey.

4.7.7 Policy:
The City shall amend the ~~Land Development Regulations~~ LDRs to include open space requirements for all residential developments.

4.8 Objective:
Wetlands and natural functions of wetlands shall be preserved and protected pursuant to FDEP. Uses shall be directed away from wetlands and development shall be designed to preserve and protect wetlands and the natural functions of wetlands. Mitigation may be considered as one means to compensate for loss of wetland functions.

4.8.1 Policy:
Proper landscape buffering shall be required between wetlands and land uses that negatively impact the wetland ecosystem to be defined in the ~~Land Development Regulations~~ LDRs.

4.8.2 Policy:
Wetlands and submerged lands shall be used for purposes which are compatible with their natural values and functions, and ~~City Land Development Regulations~~ LDRs shall be revised where warranted to provide these areas with the maximum possible protection.

4.8.3 Policy:
Land uses identified as being incompatible with the protection and conservation of wetlands and wetland functions shall be directed away from wetlands and when incompatible land use impacts are unavoidable these impacts shall be mitigated to compensate for loss of wetland functions.

4.8.4 Policy:
The City shall distribute land uses in a manner that avoids or minimizes, to the greatest degree practicable, negative impacts on jurisdictional wetlands recognized by the county, state or federal government as having high functional value and on undisturbed marine habitats containing listed species or recognized by the county, state or federal government as serving as essential fish habitat.

4.8.5 Policy:

This City shall support and coordinate with the Army Corps of Engineers (ACOE), EPA, FWS, FDEP, and FWCC and/or other agencies as appropriate to establish a list of priority wetland restoration sites. Priority wetland restoration sites shall include those disturbed wetlands having the greatest potential functional value after restoration.

4.8.6 Policy:
Through the site plan approval process the City shall ensure appropriate measures are taken to prevent development activities that adversely impact water quality through shoreline erosion and sedimentation over-wash onto wetlands.

4.9 Objective:
Conserve, appropriately use and protect the natural minerals and soils, in recognition of the inherent values of these areas left in their natural state.

4.9.1 Policy:
Through the development review process the City shall ensure appropriate measures are taken to contain and stabilize exposed or destabilized soil surfaces at construction sites to prevent erosion and sediment run-off.

4.9.2 Policy:
Applicants seeking permits and licenses for resource extraction or mining operation in the City shall be subject to review by the City Commission.

4.9.3 Policy:
The City shall require all development projects to adhere to the erosion control requirements as specified in the development permit application.

4.9.4 Policy:
Soil suitability shall be considered as a component of development approval in areas of undisturbed substrate.

COASTAL MANAGEMENT ELEMENT

The purpose of the Coastal Management Element is to plan for responsible use and management of the coastal resources related to development activities, protection of human life, the limitation of public expenditures in areas subject to natural disasters and protection of wildlife and natural habitat. Maps for the Flood Hazard Zone and Coastal High Hazard Area are included in Appendix A-1.

In 2024, the City, along with St. Lucie County and Port St. Lucie, began developing a Regional Resilience Vulnerability Assessment. The assessment evaluates natural hazard risks; contains strategies for response and preparedness to events; and informs decision-making for resiliency efforts going forward. The assessment is based on state law and contains the necessary information to ensure eligibility for the County and Cities for funding opportunities through the Resilient Florida Grant Program. Additionally, there is an interactive map viewer that shows flood risks for the years 2040, 2070, and 2100 due to current and projected rainfall, sea level rise, and storm surge. There is also joint collaboration for creating a resiliency plan.

GOALS, OBJECTIVES, AND POLICIES

Goal 5

The City shall protect human life and limit public expenditure in areas subject to destruction by natural disasters and, where appropriate, restrict development activities that would damage or destroy coastal resources.

5.1 *Objective:*
The City shall protect, conserve and enhance the remaining coastal, wetlands, water resources, living marine resources, coastal barriers and wildlife habitats and other natural resources.

5.1.1 Policy:
The City shall limit impacts to wetlands by directing uses identified as incompatible with the protection and conservation of wetlands and wetlands functions away from wetlands. When incompatible future land uses are unavoidable in wetlands, the impacts shall be mitigated to compensate for the loss of wetland functions. The City shall support no net loss of wetland functionality by requiring that all applicants for a permit to develop in jurisdictional wetlands obtain necessary permits from all applicable county,

state and/or federal regulatory agencies prior to development approval by the City.

5.1.2 Policy:
Activities and land uses known to adversely affect the quality and quantity of identified water sources, and within natural groundwater recharge areas, shall be restricted to protect the quality and quantity of these water sources.

5.1.3 Policy:
The City shall limit the impacts of development or redevelopment upon wildlife habitat by strictly enforcing all ordinances designed to protect and conserve natural resources, and by supporting the enforcement of related county, state and federal regulations.

5.1.4 Policy:
Compliance with approved permits from other state, federal, and local programs for the conservation of natural resources shall be incorporated into the City planning process.

5.1.5 Policy:
The City shall condition City development approval on the receipt of all applicable external agency permits. The City shall require the receipt of all applicable external agency permits prior to the developer commencing development activity on the property. The City shall require consistency with the policies in the Comprehensive Plan that govern:

1. Management of surface water;
2. Preservation of open space;
3. Preservation of native vegetation; and
4. Preservation of environmentally sensitive habitats.

5.1.6 Policy:
The City shall distribute land uses in a manner that avoids or minimizes, to the greatest degree practicable, negative impacts on lands recognized by the county, state or federal agencies as environmentally sensitive.

5.1.7 Policy:
The City shall prevent unnecessary destruction or inappropriate use of existing natural resources through review of all applications and strict adherence to the adopted ordinances that regulate these resources.

5.1.8 Policy:
The City shall coordinate with and support all county, state and federal management measures designed to protect, preserve and enhance the coastal resources, wetlands, marine resources, wildlife habitats and other natural resources including coastal dunes, fisheries and coral reefs to limit the specific

and cumulative impacts of development or redevelopment upon these marine resources.

5.1.9 Policy:
The St. Lucie County Manatee Protection Plan, dated March 1, 2002, is hereby included within this Comprehensive Plan by Reference. All development activities affected by this plan shall be governed accordingly.

5.1.10 Policy:
The City shall maximize protection of coastal and marine resources by evaluating the potential impact identified by the applicant and other public entities having jurisdiction over the impacted resources. The development review process shall ensure compliance with levels of service and policies of this Plan and shall evaluate the following:

1. Protection of natural shoreline vegetation and coastal beach berm structure and habitat;
2. Management of surface water run-off;
3. Protection of structures from the effects of long-term sea level rise;
4. Protection from and reduction of exposure to natural hazards;
5. Protecting of beaches and shorelines from erosion;
6. Protection of the character and overwater views of the community;
7. Protection of living marine resources and wildlife habitat; and
8. Prevention of the degradation of water quality and estuaries.

5.1.11 Policy:
The City shall maximize protection of sea turtles through the implementation of development review criteria which shall accomplish the following:

1. Prohibit activities disruptive to marine turtle nesting;
2. Prevent interior or exterior lighting from illuminating nesting areas during the nesting season;
3. Enforce nesting habitat setbacks;
4. Enforce standards for mechanical beach cleaning; and
5. Protect marine turtles from predation.

5.1.12 Policy:
The City shall establish a program administered by the Urban Forester for invasive vegetation removal on City lands. This program shall include monitoring and plans for re-vegetation.

5.1.13 Policy:
The City shall establish a program administered by the Urban Forester for the restoration of City owned beaches and beach berm areas. This program shall include monitoring and plans for re-vegetation.

5.1.14 Policy:

The City shall consider development of a Natural Resources Division to better protect the City's coastal dune system.

5.1.15 Policy:

City restoration projects shall be completed as funding is established and sources become available. Local, state, federal and private funding sources shall be pursued and used to support restoration projects.

5.1.16 Policy:

When reviewing redevelopment applications for sites which contain natural resource systems, previously existing manmade alterations shall be evaluated to determine the feasibility of and whether viable benefits may accrue through their removal as part of the redevelopment project.

5.1.17 Policy:

The City shall continue enforcing the provisions in the Land Development Regulations (LDRs) that limit development east of the Coastal Construction Control Line (CCCL).

5.2 Objective:

The City shall maintain, or, to the maximum extent feasible, improve the quality of water in the Indian River Lagoon.

5.2.1 Policy:

The City shall continue to coordinate with all appropriate agencies in meeting the goals and policies of the Indian River Lagoon Aquatic Preserves Management Plan, the North Fork of the St. Lucie River Aquatic Preserve Management Plan, the Indian River Lagoon Surface Water Improvement and Management Plan and the St. Lucie County Coastal Management Plan.

5.2.2 Policy:

The City shall continue to coordinate with the ~~c~~County and all appropriate agencies in the efforts to reconnect the impounded marshes to the Indian River Lagoon.

5.2.3 Policy:

The City shall limit the specific and cumulative impacts of development or redevelopment upon water quality by requiring that surface water management systems be designed and operated consistent with state, federal, and regional standards and the City's adopted level of service.

5.2.4 Policy:

The City shall coordinate and cooperate with the organizations which are monitoring and have research and management plans underway in the South Indian River Lagoon and it's watershed, including but not limited to the South

Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), Florida Department of Agriculture and Consumer Services (FDACS), Florida Fish and Wildlife Conservation Commission (FFWCC), Harbor Branch Oceanographic Institute (HBOI), Smithsonian Marine Station, National Oceanic and Atmospheric Administration (NOAA) and the United States Geological Survey (USGS).

5.2.5 Policy:
The City shall achieve compatibility with other related regional water resource planning efforts. These include the Indian River Lagoon (IRL) Surface Water Improvement and Management (SWIM) Plan, Comprehensive Everglades Restoration Plan (CERP), CERP IRL – South Project, CERP North Palm Beach County Project Part 1, Lake Okeechobee SWIM Plan, Lower East Coast and Kissimmee Basin Water Supply Plans, and the IRL National Estuary Program Comprehensive Conservation and Management Plan.

5.2.6 Policy:
The City shall support county, state and federal policies and regulations concerning the permitting of dredge and fill activity and shall require that all applicants for a permit to develop in submerged lands obtain necessary permits from all jurisdictional regulatory agencies prior to application submittal to the City.

5.2.7 Policy:
The City shall evaluate the feasibility of providing guidance and technical assistance as incentives to property owners who voluntarily plant native vegetation along coastal ecosystems, or allow coastal or estuarine vegetation to remain in its natural condition. An information program will be developed to promote the guidance and technical assistance mechanisms as conservation measures to property.

5.2.8 Policy:
The City shall coordinate surface water management and protection efforts with the Indian River Lagoon National Estuary Program (IRLNEP), Florida Department of Environmental Protection (FDEP), the ~~South Florida Water Management District~~ SFWMD and other appropriate agencies.

5.2.9 Policy:
The City shall continue to protect submerged aquatic vegetation from the impacts of local land development by implementing the Surface Water Protection Ordinance. At a minimum, the following criteria shall be addressed:

1. Maintain upland vegetation within required setbacks to reduce runoff;
2. Require proper use of turbidity screens during construction activities;

3. Control discharge rates to promote on-site settlement of sediment loads and meet minimum retention requirements for runoff from storm events; and
4. Coordinate with FDEP Aquatic Preserve staff when development is within or adjacent to an aquatic preserve.

5.2.10 Policy:
Freshwater inputs to the Indian River Lagoon via interbasin diversions shall be regulated to ensure the health and viability of the estuarine system.

5.2.11 Policy:
The City shall adopt a Master Stormwater Management Plan that will include water quality monitoring to identify areas within the Indian River Lagoon of poor and fair water quality and establish priorities for correcting deficiencies. The management plan shall consider the cumulative impacts of development on water quality, and shall include recommendations to reduce or mitigate such impacts.

5.2.12 Policy:
The City shall continue to cooperate with other agencies and municipalities that perform fisheries studies and submerged aquatic vegetation mapping and use this data to assist in establishing priority areas for surface water improvement efforts.

5.2.13 Policy:
As applications for redevelopment are processed, the City shall ensure existing systems that currently do not meet stormwater management standards conform to current standards.

5.3 Objective:
The City shall give priority to water-dependent uses.

5.3.1 Policy:
When reviewing applications for shoreline development, shoreline uses shall be prioritized as identified in the ~~Land Development Regulations~~ LDRs as follows:

1. Approved public and private shoreline protection, re-vegetation or restoration programs;
2. Approved water-dependent shoreline uses available to the public;
3. Recreational and water related uses available to the public;
4. Commercial water related uses available to the public;
5. Docks and commercial marina expansion;
6. Water dependent uses that are available for public use;
7. Parking facilities for shoreline access;
8. Protection or preservation of sites recognized as historic resources;

9. Protection of sites designated as having unique community character;
10. Residential water dependent shoreline uses; and
11. Residential water related shoreline uses.

5.3.2 Policy

The City shall ensure adequate sites for priority water-dependent uses by:

1. Identifying environmentally suitable waterfront areas and recommending strategies for reserving such areas for water-dependent and water-related uses consistent with estimated needs;
2. Analyzing conflicts in priority of the existing shoreline uses and developing strategies for reducing or eliminating such conflicts;
3. Identifying strategies for encouraging appropriate mixed use development that includes water-dependent and water-related uses that is compatible with existing land uses;
4. Developing strategies to protect existing waterfront sites that exhibit unique community character or are identified as an historic resource; and
5. Ensuring public access facilities at the adopted level of service.

5.3.3 Policy:

The City shall continue to coordinate with St. Lucie County in implementing ~~the 2017 update to~~ the Port of Ft. Pierce Master Plan. The plan provides general goals, objectives, and policies to encourage gentrification of the Port through a mix of recreational, commercial, residential and industrial uses. The City will follow the goals, objectives, and policies within the revised Port of Ft. Pierce Master Plan to ensure orderly development and redevelopment of the Port.

5.3.4 Policy:

The City shall develop and adopt guidelines that direct the location and management of water-dependent, water-related and water-enhanced facilities.

5.3.5 Policy:

The City shall ensure shoreline development is consistent with all jurisdictional agency permit conditions and provides for the protection of environmentally sensitive upland, submerged land or wildlife habitats consistent with the policies of this Plan.

5.3.6 Policy:

When reviewing an application for a marina, the City shall ensure it is located in areas where maximum physical advantages exist and where no unreasonable or excessive impacts are foreseen on coastal or marine resources. Marina construction shall reflect consideration of the following:

1. Protection of benthic vegetation and faunal assemblages;
2. Adequacy of circulation and tidal flushing;

3. Access to deep water through existing channels of adequate depth;
4. Minimization of shoreline modifications;
5. Quality and size of upland areas and degree of alteration necessary;
6. Ability to restore or enhance marine resource subject to past alteration;
7. Locations of existing propeller dredging problem areas;
8. Potential impact on alligators, manatees, marine turtles or other listed plant or animal species;
9. Availability of upland support services;
10. Adequacy of the Marina Hurricane Management Plan; and
11. Protection or enhancement of historic resources.

5.3.7 Policy:

When reviewing an application for a marina, the City shall ensure all required external agency coordination and permits have been obtained and the City permit does not conflict with the conditions of the external agency conditions.

5.3.8 Policy:

The City shall implement performance standards in the ~~Land Development Regulations~~ LDRs for marinas and marine-related facilities within the coastal area which include at a minimum: setbacks, height limitations, parcel size, architectural guidelines, seagrass protection, and the protection of water quality including the maintenance and containment of stormwater runoff and wash-down water for dry storage areas. Marina performance standards shall include the following minimum criteria:

1. Existing marina facilities shall be allowed to continue their operation provided these facilities are not expanded. New or expanded marina facilities shall meet the City's adopted operational standards.
2. While the expansion of existing facilities is preferred over construction of new facilities, the development of new marinas shall remain a viable alternative as many existing marinas will not be capable of meeting adopted operational and environmental standards.
3. Policies and incentives should encourage new and expanded marina facilities to utilize dry storage to the fullest extent possible.
4. New marina facilities shall retain all work area runoff in a separate retention area.
5. Prior to the operation of any new marina fueling facility, a fuel management/spill contingency plan shall be developed and provided to the City for review. The plan shall describe methods to be used in dispensing fuel and all the procedures, methods, and materials to be used in the event of a fuel spill. The plan shall meet the St. Lucie County Fire Prevention Codes and the Rules of the State Fire Marshall's office.

5.3.9 Policy:

The City shall coordinate with all appropriate agencies to address at-risk vessels, vessels in neglected or deteriorating conditions, and derelict vessels; establish Anchoring Limitation areas to promote safe navigation and reduce the number of derelict vessels; ~~in the identification of and the~~ establish prevention programs to address at-risk vessels; and identify ~~procedures and~~ funding sources for removal of derelict vessels.

5.3.10 Policy:

The City shall coordinate with all appropriate agencies to protect submerged lands in shallow water areas from boating impacts, including strategies to reduce seagrass propeller scarring and to minimize vessel groundings. To accomplish this, the City shall assist to:

1. Identify problem areas and issues related to channel and shallows marking;
2. Establish criteria and priorities for identifying channels and shallows to be marked;
3. Make recommendations, in coordination with all appropriate local, state and federal agencies for channel marking;
4. Seek funding sources for marker installation; and
5. Identify boating restricted or "no vessel" protection zones.

5.3.11 Policy:

The City shall coordinate and cooperate with all applicable local, state, federal and private agencies to improve boater education projects designed to place particular emphasis upon the following:

1. Navigational safety, including channel locations, in near shore waters;
2. Marine sanitation along with litter and debris control regulations; and
3. Seagrass, coral reef, manatee and sea turtle protection and conservation.

5.3.12 Policy:

The City shall coordinate and cooperate with all applicable local, state, federal and private agencies to continue to improve the demarcation of submerged natural resource areas and the publication of resource maps to reduce the potential for negative impacts or damage from boating activity.

5.3.13 Policy:

Inconsistencies between the Port Master Plan and the City's Comprehensive Plan shall be resolved through the dispute resolution process provided under Chapter 186.509, F.S., in the event the City and the deep water port are unable to resolve these inconsistencies.

5.4 Objective:

The City shall protect beach and dunes and where feasible restore altered beaches or dunes. The City shall minimize the impacts of manmade structures on beach or dune systems.

5.4.1 Policy:
The City shall support and, when appropriate, assist the conservation efforts of public and private organizations which protect and promote the protection of marine turtles and turtle nesting habitat.

5.4.2 Policy:
The City's Urban Forester~~/Natural Resource Division~~ shall prepare and annually review a Beach Management Plan for all City owned beaches that are marine turtle nesting habitat. The plan shall review the implementation of nesting habitat protection measures and the plans for restoration and re-vegetation.

5.4.3 Policy:
For all City owned beaches, the City shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce the potential for damage that may result from storms.

5.4.4 Policy:
When reviewing redevelopment applications for a site which contains coastal dune systems, previously existing manmade alterations on the shoreline shall be evaluated to determine whether feasible and if benefits may accrue through their removal as part of the redevelopment project.

5.4.5 Policy:
The City shall continue to coordinate and cooperate with applicable state and federal agencies for all beach nourishment projects within the City.

5.4.6 Policy:
When reviewing an application for future development or redevelopment in the Coastal Area, the City shall ensure that permitted uses shall be limited to those which are resource dependent or compatible with the physical and environmental characteristics of the Coastal Area, or to those uses which can occur without degradation of important environmental values or interference with legally established public access to Coastal Area shorelines.

5.4.7 Policy:
When reviewing an application for development projects which contain coastal dune systems, the City shall discourages random pedestrian access across dune systems, and shall reduce pedestrian impacts to coastal vegetation and dune systems by requiring designated accessways between

land uses and beach areas. The design and type of accessway or boardwalk shall use best management practices (BMP) promoted by the DEP.

5.4.8 Policy:
When reviewing an application for development or redevelopment projects on private lands which contain coastal dune systems, the City shall provide incentives outlined in the ~~Land Development Regulations~~ LDRs to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and to reduce the potential for damage that may result from storms.

5.4.9 Policy:
The City shall continuously identify environmentally sensitive priority sites, located within the City, for acquisition, preservation, or restoration. Priority sites shall also include those disturbed areas where restoration will result in the greatest habitat benefit at the least cost.

5.4.10 Policy:
The City shall amend the ~~Land Development Regulations~~ LDRs to include incentives for inclusion of coastal dune systems in developments in coastal areas.

5.5 Objective:
The City shall limit public expenditures that subsidize development permitted in coastal high-hazard area.

5.5.1 Policy:
City shall examine the inventory of existing infrastructure facilities located in the Coastal High-Hazard Area to give consideration to which facilities could be relocated or which should be replaced should funding sources become available for such activities. The City shall give priority to relocating when feasible; except for restoration or enhancement of natural resources.

5.5.2 Policy:
The City shall discourage construction of new infrastructure facilities within the Coastal High-Hazard Area unless such infrastructure is necessary to serve existing and/or the future population projected in this Plan. Such infrastructure shall be constructed in a manner that minimizes the impacts from storm events and impacts to natural resources.

5.5.3 Policy:
The City shall limit thoroughfare or other infrastructure improvements such as water and sewer system expansions in coastal high hazard or floodplain areas to those deemed necessary to correct existing infrastructure deficiencies or as part of the maintenance and repair of existing infrastructure. The City

shall p~~P~~rohibit the construction of bridges or causeways to spoil or barrier islands not currently served by such infrastructure.

5.5.4 Policy:
The City shall discourage public expenditures that subsidize the reconstruction or repair of existing developments destroyed by a natural disaster in the coastal high hazard and floodplain area, if it results in increased densities and intensities above what previously existed on the site.

5.5.5 Policy:
The City shall limit the construction of new commercial or public facilities which regularly use, handle, or store hazardous materials in coastal high hazard and floodplain areas or within defined wellfield zones of influence. Where such siting occurs, in accordance with local government comprehensive plans, require the development of a comprehensive facility emergency preparedness plan which clearly defines measures to mitigate the effects of a hazardous materials release.

5.5.6 Policy:
The City shall prohibit the development of new critical care, health care, and special needs facilities that allow for overnight care of patrons within the coastal high hazard and floodplain areas.

5.5.7 Policy:
Before any large infrastructure enhancements are undertaken in the coastal zones, the City should evaluate whether enhancements address existing level of service issues or provide additional capacity for new development. The City shall only fund enhancements to address existing level of service issues.

5.5.8 Policy
The City shall maintain, restore, and enhance the overall quality of the coastal zone environment, including, but not limited to, its amenities and aesthetic values to avoid irreversible and irretrievable loss of coastal zone resources.

5.6 Objective:
The City shall direct population concentrations away from known or predicted coastal high-hazard areas (CHHA).

5.6.1 Policy:
As defined in Section 163.3178(2)(h) F.S.; the City shall recognize the ~~"Coastal High Hazard Areas" (also "high-hazard coastal areas")~~ CHHA to mean the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

5.6.2 Policy:
The City shall continue to enforce ~~Land Development Regulations~~ LDR restricting development in CHHA ~~Coastal High Hazard Areas~~.

5.6.3 Policy:
The City shall ensure that all development and redevelopment within the CHHA comply with the following regulatory techniques for hazard mitigation:

1. State and local regulations to established shoreline setbacks;
2. State and local construction codes regulating construction activity in the coastal areas;
3. Adopted surface water management level of service standards for drainage; and
4. Surface water management improvements which mitigate loss of floodplain.

5.6.4 Policy:
The City shall limit, to the maximum exten~~t~~d allowable, redevelopment in areas within the CHHA shown by the Local Mitigation Strategy to be particularly susceptible to repeated damage.

5.6.5 Policy:
The City shall be diligent in coordinating with Federal Emergency Management Agency (FEMA) and the ~~c~~County to receive the most up to date information regarding the current floodplain boundaries.

5.6.6 Policy:
The City shall work with the FDEP and the County to implement a revised ~~Coastal Construction Control Line~~ (CCCL~~)~~, which was adopted by FDEP in August of 1997. Construction seaward of the CCCL shall be consistent with Chapter 161 of the Florida Statutes.

5.6.7 Policy:
As applications for redevelopment are processed, the City shall require that measures are included to reduce the flood risks in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

5.7 Objective:
The City shall maintain or reduce hurricane evacuation times.

5.7.1 Policy:
The City shall coordinate with the County in disseminating information concerning the need of residents to evacuate at various hurricane threat levels. The City shall coordinate with the County Emergency Management Director in assisting the implementation of the ~~c~~County campaign to educate the general citizenry regarding emergency preparedness plans.

5.7.2 Policy:
The City shall coordinate with the ~~c~~County in annually updating the ~~Local Peacetime~~ St. Lucie County Comprehensive Emergency Management Plan and in updating hurricane evacuation shelter assignments as well as other policy formulation surrounding emergency preparedness.

5.7.3 Policy:
The City shall include criteria in the 5-year schedule of Capital Improvement Projects to ensure structural transportation improvements to maintain sufficient evacuation routes.

5.7.4 Policy:
The City shall provide for safe evacuation from the coastal area by reviewing all development proposals in the hurricane vulnerability zone, which are submitted for certification through the zoning approval and development review committee processes, to determine whether the development is expected to maintain or reduce hurricane evacuations. Developments which cause an unacceptable increase shall be required to provide mitigation measures in order to mitigate the impacts on hurricane evacuation times caused by the development. These standards shall be incorporated into the LDRs ~~Land Development Code~~.

5.7.6 Policy:
The City shall provide shelter space in accordance with the Emergency Management Plan. Where deficits exist, the City shall seek federal and state retrofit funds to reduce the deficit.

5.7.7 Policy:
The City shall implement standards to assess whether or not hurricane evacuation times will be impacted ~~for~~ from development within the CHHA into the ~~Land Development Regulations~~ LDRs.

5.8 Objective:
The City shall prepare post disaster redevelopment plans to reduce or eliminate the exposure of human life and public and private property to natural hazards.

5.8.1 Policy:
The City shall adopt a post disaster redevelopment plan designed to increase public safety and reduce damages and public expenditures.

5.8.2 Policy:

The Post Disaster Redevelopment Plan shall ensure that actions needed to protect the public health and safety shall receive first priority in emergency permitting decisions. These actions shall include the following:

1. Repairs to potable water, wastewater and power facilities;
2. Removal of debris from roadways and required infrastructure;
3. Stabilization or removal of any structure which is about to collapse;
4. Minimal repairs to make structures habitable; and
5. Emergency repairs related to environmental damage.

5.8.3 Policy:

The City shall coordinate their Post Disaster Redevelopment Plan with the County Emergency Management Division ~~Office~~ for compliance with the ~~Local Peacetime~~ St. Lucie County Comprehensive Emergency Management Plan. The Post Disaster Redevelopment Plan shall provide a basis to:

1. Ensure a means to restore economic activity;
2. Establish a framework for deciding whether to implement a temporary moratorium on building activity as may be required for public safety;
3. Develop procedures for reviewing and deciding upon emergency building permits;
4. Coordinate with state and federal officials to prepare disaster assistance applications;
5. Analyze and recommend to the City Commission hazard mitigation options, including reconstruction or relocation of damaged public facilities;
6. Recommend amendments to the ~~Local Peacetime~~ St. Lucie County Comprehensive Emergency Management Plan and other appropriate policies and procedures; and
7. Ensure timely re-entry of City residents following an evacuation.

5.8.4 Policy:

The Post Disaster Redevelopment Plan shall plan for evaluating future options for damaged public facilities following a hurricane or other disaster event; such options shall including, but not be limited to abandonment, repair in place, relocation and reconstruction with structural modifications. The City shall consider these options based on the following considerations:

1. Construction and maintenance costs;
2. Recurring damages;
3. Impacts on land use, the environment, and the public sector;
4. Repair to any public facilities that shall be deemed an historic structure according to the National Register of Historic Places shall be guided by the Secretary of the Interior's Guidelines for Rehabilitation;
5. Consistency with federal funding provisions; and
6. Consideration of structural integrity and safety.

5.8.5 Policy:

The City shall include criteria in the 5-year schedule of Capital Improvement Projects to include and prioritize projects that are hazard mitigation initiatives.

5.8.6 Policy:
The City shall ensure that its code compliance process continues to identify and require the removal and/or rehabilitation of structures that are a hazard to the public health, safety and welfare.

5.8.7 Policy:
To reduce exposure to natural hazards the City shall ensure that all new construction, reconstruction or additions to existing facilities, regardless of type, that is permitted within the identified 100-year flood zones is subject to all applicable flood damage protection regulations.

5.8.8 Policy:
The City shall limit redevelopment in areas of damage by ensuring that any existing structure which is non-conforming in regards to the required base flood elevation that is substantially damaged (based on the definition in Chapter 161, F.S.) or abandoned, shall be rebuilt only to the extent that complies with the current flood plain management standards for the affected property.

5.8.9 Policy:
The City shall implement a transfer of development rights and other programs for the acquisition of property or property rights, as methods of compensating property owners who do not rebuild structures in those areas most vulnerable to the effects of storms. Lands so acquired shall be used for parks and other public recreational uses.

5.8.10 Policy:
The City shall consider the impact of projected sea level rise in all land use amendments in coastal areas less than 10 feet in elevation.

5.8.11 Policy:
The City shall continue to monitor updates to sea level rise forecasts and predictions and consider measures to protect or relocate all critical public facilities that are located in areas projected to be impacted by sea level rise in the next 50 years.

5.8.12 Policy:

The City shall continue to coordinate with and support the ~~c~~County in the preparation of the hazard mitigation component of the ~~Local Peacetime~~ St. Lucie County Comprehensive Emergency Management Plan.

5.8.13 Policy:
The City will consider amendments to its comprehensive plan and ~~Land Development Regulations~~ LDRs based upon any new or revised recommendations in the St. Lucie County Local Mitigation Strategy.

5.8.14 Policy:
The City shall increase public awareness of hazards and their impacts by providing hazard mitigation information to the public and to City personnel. Information shall address evacuation, sheltering, building techniques to reduce hazards, wildfire safety information, and any other hazard mitigation issues that could help prevent loss of life and property.

5.8.15 Policy:
The City shall continue to enforce regulations and codes, which provide for hazard mitigation. These include land use, building construction, flood elevation, septic and sanitary sewer, coastal construction setback, and stormwater facility regulations. These regulations shall also be applied to eliminate unsafe conditions and inappropriate uses.

5.8.16 Policy:
The City shall coordinate and cooperate with emergency management officials when making land use decisions, capital improvements, and creating other planning initiatives. City planners shall incorporate the recommendations of the hazard mitigation annex of the ~~Local Peacetime~~ St. Lucie County Comprehensive Emergency Management Plan, the St. Lucie County Local Mitigation Strategy, and any other applicable existing interagency hazard mitigation reports, as deemed appropriate into planning programs.

5.8.17 Policy:
The City shall continue to review and update as needed the City's Strategic Emergency Management Hurricane Plan.

5.8.18 Policy:
The City will continue to participate in the National Flood Insurance Program Community Rating System administered by the ~~Federal Emergency Management Agency~~ FEMA to achieve flood insurance premium discounts for its residents.

5.8.19 Policy:
When feasible, the City shall encourage the removal of coastal real property from FEMA flood zone designations within the coastal area.

5.8.20 Policy:
The City shall seek grant opportunities from federal, state and local agencies to develop a coastal resiliency adaptation area action plan.

5.9 Objective:
The City shall increase the amount of public access to the beach or shoreline consistent with estimated public needs.

5.9.1 Policy:
The City shall continue to maintain and protect all designated public beach access points and signage indicating such points and seek opportunities to acquire new beach access points.

5.9.2 Policy:
Publicly funded projects that improve, change or in some way support shorefront development shall provide for public access to the shoreline, as well as the necessary support facilities and services, such as boardwalks, beach/dune walkovers, parking and restrooms.

5.9.3 Policy:
The City shall implement development incentives to encourage new development occurring along shoreline areas to dedicate easements or to donate land for use as public accessways leading to shoreline areas. These incentives shall be implemented into the Land Development Code.

5.9.4 Policy:
The City shall implement development incentives for all development for waterfront sites to include design measures, to provide, enhance or preserve scenic views of the water from public rights-of-way. These incentives shall be implemented into the Land Development Code.

5.9.5 Policy:
The City shall not permit the abandonment of ~~P~~public ~~R~~right-of-~~W~~ways that terminate on water that may be utilized to provide public access or view points.

5.9.6 Policy:
The City shall continue to identify potential locations for beach access points, establish minimum design standards for beach access facilities, and determine annual funding sources for installation and maintenance of new facilities.

5.9.7 Policy:
The City shall continue to identify publicly owned spoil areas and evaluate their potential for environmental enhancement and recreational use. Enhancement activities shall include but are not limited to: the placement of

riprap on shorelines; improving tidal exchange; planting transitional vegetation; and the planting of native vegetation such as mangroves, seagrass, Spartina spp. sea oats, and maritime hammock species.

5.10 Objective:

The City shall provide for the protection, preservation, or sensitive reuse of historic resources.

5.10.1 Policy:

The City shall require that land uses are distributed in a manner that avoids or minimizes, to the greatest degree practicable, negative impacts on lands recognized by the City, county, state or federal government as an historic resource.

5.10.2 Policy:

The City shall strive to ensure that all municipal actions encourage and promote the preservation, sensitive use or reuse of any City owned historic resource.

5.10.3 Policy:

The City shall continue to coordinate with the State Division of Historic Resources, local historical groups, and others in continuing to identify, document and preserve historical, archaeological, and cultural resources within the City.

5.10.4 Policy:

The City shall require development review of all proposed development or redevelopment of privately owned existing historic resources to prevent unnecessary destruction or inappropriate use. The City shall provide for flexible development alternatives for recognized historic resources only when such alternatives would ensure the protection, preservation, or sensitive reuse of an historic resource. The City shall adopt flexible development alternatives. The development approval process shall include provisions to address and mitigate adverse impacts to historic resources created by development or redevelopment when such impacts are unavoidable.

5.10.5 Policy:

Historic resources and their environments shall be included in public acquisition programs for recreation, open space, conservation and preservation. The City shall cooperate and support the efforts of state, federal and other public and private conservation agencies, as appropriate, in administering land acquisition programs to acquire significant historic resources.

5.10.6 Policy:

The City shall ensure that as part of the Post Disaster Redevelopment Plan, a team of local "experts" determines whether structures impacted by a disaster can be saved rather than demolished or if pieces can be saved to use in rebuilding elsewhere.

5.11 Objective:

The City shall establish level of service standards, areas of service and phasing of infrastructure in the coastal planning area.

5.11.1 Policy:

The City shall ensure that no development approval shall be granted until it is demonstrated that all required infrastructure shall be in place and available for use by the future development or redevelopment within the coastal planning area concurrent with the impacts of development. All development in the coastal planning area shall conform to the densities proposed by the future land use element and to the level of service standards adopted in the appropriate elements of this Plan.

5.11.2 Policy:

The City shall ensure that no development approval shall be granted for future development or redevelopment within the coastal area until is it demonstrated that it is consistent with coastal resource protection, access, and the safe evacuation requirements of this Plan.

5.11.3 Policy:

Through implementation of the Capital Improvements Plan the City shall ensure that funds for future needed infrastructure improvements are phased to coincide with demands generated by development or redevelopment in the coastal planning area.

5.11.4 Policy:

The City shall develop an area plan for the Coastal Planning Area. The area plan should define development limitations in the coastal area and establish LOS standards specific to the coastal area.

5.11.5 Policy

The City shall ensure that flood-resistance construction requirements are consistent with, or more stringent than, the requirements of the Florida Building Code and applicable flood plain management regulations.

HOUSING ELEMENT

A lack of affordable housing is a nation-wide crisis. There are many things that affect housing affordability, including the rising cost of building materials; high interest rates; increased demand for housing caused by the increased population growth seen in Florida since the COVID 19 Pandemic; rising insurance rates; and increased property taxes. A negative impact to economic development that St. Lucie County has been experiencing since the Pandemic in both the private and public sectors is the inability to attract businesses and employees due to the high housing costs for workers. Additionally, wages have not kept up with rising household costs. Many essential workers such as teachers, public works employees, firemen, nurses, and police officers cannot afford to live in the communities they serve. Often individuals are forced to sacrifice essential spending such as food, healthcare, transportation, and higher education because a large portion of the household's income is taken up by housing costs (mortgage/rent, utilities, and other housing needs).

It is important to understand the needs and solutions that are available in order to combat this issue for a particular community. Solutions do not come as "one size fits all" and there is no one solution to this crisis. It is important for the City to consider how to increase its housing stock to serve the current and future population at all levels of affordability. There are several programs and tools that the City can use to accomplish this. One consideration, because the City is not in the business of building homes, is to attract private sector home builders.

In 2023, St. Lucie County and the cities of Fort Pierce and Port St. Lucie collaborated on a housing needs study for the entire county to understand the local and regional housing market. From that effort, the *Housing Needs Assessment and Implementation Plan* was produced. This plan contains a strategic framework around three goals and 12 strategies to address identified housing needs. This report provides valuable information for the City to consider when addressing the shortage of affordable housing for its residents.

HOUSING INVENTORY AND COSTS

The Housing Element data is based on ownership, household size and income levels, and housing stock characteristics and trends. Data provided below has been obtained through sources that include the Shimberg Center for Housing Studies at the University of Florida; the U.S. Census Bureau; U.S. Department of Housing and Urban Development; Bureau of Economic and Business Research at the University of Florida; the American Community Survey; and US Department of Labor.

Table 6-1 shows housing units by type. The 2019-2023 5-Year Estimate, indicates that 45.4% of the City's housing stock consisted of single-family, 51.8% consisted of multi-family, and 2.8% consisted of mobile homes or other types of housing.

Table 6-1
Housing Units by Type, Summary 2019-2023, 5-Year Estimates

Single-family (1 att./detach.)	Multi-family (2 or more)	Mobile Home	Total
10,318	11,761	629	22,708

Source: *U.S. Census Bureau, 2023 American Community Survey 1-Year and 5-Year Estimates*

Table 6-2 shows housing units by year built. Almost half (47.7%) of the housing units in the City were built before 1980.

Table 6-2
Year Structure Built

2010-after	2000-2009	1990-1999	1980-1989	1970-1979	1960-1969	1950-1959	1949 or Earlier
1,410	3,464	1,729	5,271	4,638	2,241	2,606	1,349

Source: *U.S. Census Bureau, 2023 American Community Survey 1-Year and 5-Year Estimates*

Table 6-3 shows the value of owner-occupied housing units in the City in 2023.

Table 6-3
Owner-Occupied Units by Value 2023 Estimates

Less than $50,000	548
$50,000 to $99,999	1,018
$100,000 to $149,999	1,097
$150,000 to $199,999	1,381
$200,000 to $299,999	2,120
$300,000 to $499,999	2,001
$500,000 to $999,999	742
$1,000,000 or more	68

Source: U.S. Census Bureau, 2023 American Community Survey 1-Year and 5-Year Estimates

Table 6-4 provides information on substandard housing units within the City. Housing units are considered to be substandard if they are overcrowded (1.01 or more persons per room), do not have heat (no fuel used), or lack complete kitchens or plumbing.

Table 6-4
Substandard Housing Conditions
2023 Estimates

> 1.01 Persons Per room		No Fuel Used		Lacking Complete Kitchen Facilities		Lacing Complete Plumbing Facilities	
Number	Share	Number	Share	Number	Share	Number	Share
1,021	5.5%	322	1.7%	438	1.9%	274	1.2%

Sources: *Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing and Urban Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida*

Tables 6-5 and 6-6 show Household Incomes for owner- and renter-occupied households based on income related to percentage of area median income.

Table 6-5
Owner-Occupied Households by Income (%AMI)
2010-2050 Estimates and Projections

Year	Household Income as a Percentage of Area Medium Income				
	less than or equal to 30% of AMI	greater than 30% but less than or equal to 50% of AMI	greater than 50% but less than or equal to 80% of AMI	greater than 80% but less than or equal to 100% of AMI	greater than 100% of AMI
2010	895	849	1,747	681	2,634
2020	1,114	1,056	2,175	846	3,277
2023	1,127	1,069	2,201	857	3,318
2025	1,167	1,107	2,279	887	3,435
2030	1,258	1,192	2,456	957	3,701
2035	1,328	1,260	2,595	1,011	3,911
2040	1,386	1,313	2,707	1,054	4,079
2045	1,421	1,348	2,774	1,081	4,182
2050	1,446	1,371	2,824	1,100	4,256

Sources: *Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida*

Table 6-6
Renter-Occupied Households by Income (%AMI)
2010-2050 Estimates and Projections

Year	Household Income as a Percentage of Area Medium Income				
	less than or equal to 30% of AMI	greater than 30% but less than or equal to 50% of AMI	greater than 50% but less than or equal to 80% of AMI	greater than 80% but less than or equal to 100% of AMI	greater than 100% of AMI
2010	2,215	1,561	2,523	1,111	1,316
2020	2,576	1,814	2,933	1,291	1,531
2023	2,694	1,898	3,069	1,351	1,601
2025	2,762	1,946	3,147	1,385	1,642
2030	2,892	2,038	3,294	1,451	1,719
2035	3,019	2,126	3,437	1,514	1,794
2040	3,104	2,187	3,536	1,556	1,845
2045	3,158	2,225	3,597	1,583	1,877
2050	3,191	2,247	3,632	1,599	1,895

Sources: *Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing and Urban Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida*

A household is defined as cost-burdened if it is spending more than 30% of the household income on housing costs. Families then have limited money and struggle to afford other essential costs such as food, healthcare, and transportation. Often, no discretionary funding for dining out, entertainment, and non-essential goods and services is available. **Tables 6-7 and 6-8** show the cost burden for renter- and owner-occupied households in the City based on income related to percentage of area median income.

Table 6-7
Renter Households, Cost Burden by Income, 2023 (by AMI)

	Housing Cost Burden		
Household Income	30% or less	30.1-50%	More than 50%
30% AMI or less	512	267	1,915
30.01-50% AMI	210	1,129	559
50.01-80% AMI	1,764	1,258	47
80.01-100% AMI	1,153	198	
Greater than 100% AMI	1,554	47	

Sources: *Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing and Urban Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida.*

Table 6-8
Owner-Occupied Households, Cost Burden by Income, 2023 (by AMI)

	Housing Cost Burden		
Household Income	30% or less	30.1-50%	More than 50%
30% AMI or less	185	296	646
30.01-50% AMI	519	328	222
50.01-80% AMI	1,423	667	111
80.01-100% AMI	778	79	
Greater than 100% AMI	3,228	79	11

Sources: *Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing and Urban Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida*

Tables 6-9 and 6-10 show the monthly housing costs for renter- and owner-occupied households (with a mortgage) in the City.

Table 6-9
Renter Households by Gross Rent, 2023 Estimates

	Less Than $500	$500 - $999	$1,000 - $1,499	$1,500 - $1,999	$2,000 – or more	No Cash Rent
Occupied Units Paying Rent	709	1,538	4,943	1,453	367	278

Source: U.S. Census Bureau, 2023 American Community Survey 1-Year and 5-Year Estimates

Table 6-10
Owner Households by Monthly Housing Costs, 2023 Estimates

	$800 – $999	$1,000 - $1,249	$1,250 - $1,499	$1,500 - $1,999	$2,000 - $2,499	$2,500 - $2,999	$3,000 - $3,499	$3,500 or more
Housing Units with a Mortgage	414	727	578	992	460	367	94	160

Source: U.S. Census Bureau, 2023 American Community Survey 1-Year and 5-Year Estimates

GOALS, OBJECTIVES, AND POLICIES

Goal 6

Maintain and enhance the supply of decent, safe, energy efficient and affordable housing and maximize viable options and opportunities for present and future residents of the City of Fort Pierce.

6.1 *Objective*:
The City of Fort Pierce shall provide for adequate and affordable housing for existing and future residents and households including households with special housing needs and rural and farmworker households.

6.1.1 Policy:
The City shall support the involvement of private and non-profit sectors, as well as county, regional, state and federal agencies in housing production.

6.1.2 Policy:
~~The City shall continue involvement in the St. Lucie County Attainable Housing Task Force to promote implementation of attainable housing policies and programs.~~ The City shall utilize the data and strategies contained in the *Housing Needs Assessment and Implementation Plan* to address the lack of affordable housing in the City.

6.1.3 Policy:
The City will utilize federal, state and local housing subsidy programs such as Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and State Housing Initiative Partnership (SHIP) program funds as a means to provide housing opportunities for very-low, low and moderate income persons and families.

6.1.4 Policy:
The City shall work to increase homeownership by encouraging projects that address the unique problems of first-time homebuyers.

6.1.5 Policy:
The City shall continue to discharge liens and other title encumbrances on tax reverted County properties for the purpose of providing workforce housing.

6.1.6 Policy:
The City shall promote a variety of housing sizes, types, and price points through its future land use classifications and zoning districts to meet the needs of all population groups including school-age groups, working-age groups, and retirement-age groups.

6.1.7 Policy:

The City shall continue to coordinate with state and federal agencies and other entities to provide for hurricane protection programs and post-hurricane housing repair.

6.1.8 Policy:
The land development code shall be updated to identify methods to streamline the development process and reduce the costs associated with the development of affordable housing.

6.1.9 Policy:
Encourage public and private sector cooperation in the development of rental housing alternatives including housing communities that provide social services including case management, mental health counseling, substance abuse support networks, life skills training, and recreational activities.

6.1.10 Policy:
The City shall develop an incentive program to encourage the development of various types of rental housing for family households.

6.1.11 Policy
The City shall amend the Land Development Code to allow rentals by right in all residential zoning districts.

~~6.1.12 Policy:~~
~~The City shall conduct an affordable housing need study to distinguish the areas of greatest need for affordable housing in the City. The study should include a farmworker housing analysis, a method of prioritizing area need, and funding strategies.~~

6.1.1~~3~~2 Policy:
The City shall amend the Land Development Code to require all development to contribute to meeting the affordable housing needs of the City. Strategies could include financial contributions, land dedication, construction of affordable units, or enhancements to public transit.

6.2 Objective:
The City shall eliminate substandard housing and blighting influences and improve the structural and aesthetic condition of housing as defined by the City Code of Ordinances and the Florida Building Code.

6.2.1 Policy:
New housing construction and remodeling or rehabilitation of existing residences shall be in conformance with local building requirements. The City shall enforce its zoning regulations, building codes and ordinances to assure conformance.

6.2.2 Policy:

The City, utilizing the latest Census data, City records, and field visits, shall inventory and develop a database of existing housing conditions and housing stock. The database shall include a means to denote structures with active code enforcement citations. The City shall maintain the accuracy of the database throughout the planning horizon.

6.2.3 Policy:
The City shall ensure that provisions exist for relocation of housing for residents displaced by City or CRA sponsored redevelopment efforts.

6.2.4 Policy:
The City shall r ~~R~~equire demolition or rehabilitation of unsound housing which poses a threat to the safety and welfare of the community, as provided for by the Florida Building Code, and in accordance with the Historic Preservation Ordinance.

6.2.5 Policy:
The City shall amend the Land Development Regulations to establish a mitigation program that clearly defines criteria needed to receive a reduction in violation fines.

6.2.6 Policy:
The City shall continue to seek grants and external funding programs to establish neighborhood block programs and area redevelopment plans.

6.2.7 Policy:
The City shall consider the creation of Housing Conservation Districts that require inspections for building code and fire safety requirements when there is a sale of a residential building or when there is a change of tenant in a residential rental unit to better conserve the existing affordable housing supply.

6.2.8 Policy
The City shall consider the addition of new code enforcement officers to help enforce existing housing code requirements.

6.2.9 Policy:
The City shall consider amending the Land Development Regulations to include provisions that prevent overcrowding and strengthen enforcement capabilities.

6.2.10 Policy:
The City shall conduct a general survey to evaluate the external housing conditions in the City.

6.3 Objective:
The City shall provide adequate sites and distribution of housing for very-low income, low income and moderate income households.

6.3.1 Policy:

The City may utilize job training, job creation and economic solutions to address a portion of its affordable housing concerns by continuing to attract non-residential development.

6.3.2 Policy:
The City shall amend the Future Land Use Map (FLUM) to include land use designations that provide sufficient densities to allow for affordable housing developments to occur.

6.3.3 Policy:
The City will incorporate density bonuses for the provision of affordable housing within the Land Development Code.

6.3.4 Policy:
The City shall allow a variety of housing types including manufactured and mobile homes that are certified for hurricane protection and consistent with Section 320.8285 and Section 553.382, Florida Statutes, in residential land use and zoning categories to meet the needs of very low, low, and moderate income homes.

6.3.5 Policy:
The City shall support improvement and expansion of public transit and encourage the development of higher density mixed-use developments and affordable housing in locations best served by transit.

6.3.6 Policy:
~~The City shall consider the development of a~~ When updating the Downtown Master Plan, the City should focus ~~that focuses~~ on increasing residential development in the downtown for residents of all income levels.

6.3.7 Policy:
The City shall work with for profit and non-profit builders such as Habitat for Humanity to provide infill housing in existing neighborhoods consistent with the existing community fabric.

6.4 Objective:
The City shall provide adequate sites in residential areas or areas of residential character for group homes and foster care facilities licensed or funded by the Florida Department of Children and Families.

6.4.1 Policy:
Support the involvement of the City with private and non-profit agencies to improve coordination among participants involved in housing production through expedited plan review.

6.4.2 Policy:
Support the provision of adequate sites for Florida Department of Children and Families licensed or funded group and foster homes on a regional housing market basis (as mandated by Chapter 419, F.S.), to foster non-discrimination in housing and to encourage effective, healthful, residential alternatives to inappropriate institutionalization.

6.4.3 Policy:
Florida Department of Children and Families licensed or funded group and foster homes shall be permitted uses under all residential future land use designations except those located in the Coastal High Hazard Area.

6.4.4 Policy:
The City shall support the location of community residential facilities dispersed among the regional housing market to serve persons with special housing needs, disabilities or handicaps.

6.4.5 Policy:
The City shall allow the development of accessory dwelling units in all low and medium density zoning districts to increase the availability of affordable housing within existing residential neighborhoods.

6.4.6 Policy:
Group homes and assisted living facilities shall be prohibited within the Coastal High Hazard Area.

6.5 Objective:
The City shall provide for identification, conservation, and rehabilitation of historically significant housing in order to maintain it unique history and neighborhood character.

6.5.1 Policy:
Promote the conservation and rehabilitation of existing housing as a means of maintaining or improving residential conditions and reducing the waste of valuable resources.

6.5.2 Policy:
Historic structures shall be preserved as important components of the neighborhood to encourage infill and revitalization efforts.

6.5.3 Policy:
Preserve historically significant housing through such techniques as historic preservation ordinances, historic overlay zones, building code provisions, transfer of development rights, and preferential tax treatment.

6.5.4 Policy:
Establish principles and standards to guide techniques and strategies for conservation, rehabilitation and demolition programs.

6.5.5 Policy:
The City shall review its conservation and preservation measures to determine if they are creating an unnecessary burden to infill and redevelopment efforts in historic districts. Depending on results of the review, the City shall consider introducing alternative measures such as transfer of development rights (TDR) or relocation of historic structures to the conservation and preservation measures.

6.6 Objective:

The City shall preserve existing affordable housing, rehabilitate substandard housing, and stabilize neighborhoods in order to enhance the City's affordable housing stock.

6.6.1 Policy:
Residential building permit and demolition data shall be maintained by the Building Department.

6.6.2 Policy:
Wherever economically feasible, substandard housing should be rehabilitated and renovated rather than removed.

6.6.3 Policy:
The City shall continue to support the Community Redevelopment Agency's administration of the Neighborhood Revitalization Strategy and strategic use of CDBG funds.

6.6.4 Policy:
The City shall create a dedicated funding source to undertake physical upgrades to existing public housing units to improve the living conditions of residents.

6.6.5 Policy:
Pursue a multi-faceted program between local government, non-profit organizations, and neighborhood organizations in order to improve and maintain neighborhoods.

6.6.6 Policy
Continue ~~the Neighborhood Enhancement Action Team and other~~ neighborhood planning programs that combine relevant City departments to address multiple issues in the Fort Pierce community.

6.6.7 Policy:
The City shall cluster investment within specific neighborhoods to increase homeownership and property values.

6.6.8 Policy:
The City of Fort Pierce shall undertake special area plans to stabilize and revitalize existing neighborhoods.

6.6.9 Policy:
The City will continue to strengthen coordination efforts with the Housing Authority, Community Services, and the Fort Pierce Redevelopment Agency. ~~FPRA.~~

6.6.10 Policy:
The City shall consider using funding programs which are supported by private sector resources for the development of owner-occupied housing over the development of renter-occupied housing when both are an option to service a particular housing market population.

6.7 Objective:
All residential development and mixed-use development with residential components that require site plan review shall be required to incorporate energy efficient standards in design and construction.

6.7.1 Policy:
Site selection shall be compatible with the size and type of project.

6.7.2 Policy:
Site analysis shall include the following natural factors:

1. Existing drainage pattern;
2. Geology;
3. Topography (slope analysis for drainage areas and road and pathway location);
4. Hydrography (streams, lakes, swamps);
5. Vegetation (ecological basis for choosing plant materials for landscaping);
6. Wildlife and habitat;
7. Climate factors (solar orientation, seasonal winds, humidity, precipitation),
8. Soil (type, suitability bearing capacity).

6.7.3 Policy:
Site design and construction shall be consistent with, but not limited to, the following standards:

1. Merging topography and natural features into design;
2. Limitation of ecological and environmental impact of design;
3. Orientation and form of the structures based upon site analysis;
4. Use of passive solar architecture; harnessing solar energy;
5. Appropriate plant species selection for location and water efficiency;
6. Use of bio-swales and rain gardens;
7. Selection of trees related to purpose, such as for shade;
8. Use of low impact building materials such as recycled materials, including reclaimed lumber, and low VOC (volatile organic compound)-emitting materials

6.7.4 Policy:
Development shall minimize paved areas, utilize porous paving materials and limit the use of curb cuts to reduce the amount of stormwater runoff and demand on the City's storm drainage system.

6.7.5 Policy
The City shall adopt a Green Ordinance to include guidelines to facilitate green buildings and to be consistent with the Leadership and Environmental Design (LEED) rating system administered by the United States Green Building Council, the Florida Green Building Coalition standards, or other nationally recognized green building system.

6.7.6 Policy:

The City shall not prohibit the appropriate placement of photovoltaic panels. The City shall develop and adopt review criteria to establish the standards for the appropriate placement of photovoltaic panels.

6.7.7 Policy:
The City shall require in all rehabilitation and replacement projects use of green, energy efficient materials as appropriate.

RECREATION & OPEN SPACE ELEMENT

The purpose of the Recreation and Open Space Element is to plan for the comprehensive provision of recreational and open space opportunities for City residents in accordance with their needs. In addition, the location of Fort Pierce along the Indian River Lagoon and the Atlantic Ocean creates an opportunity for the City to increase its economic base through the provision of regional recreational facilities. The attraction of a regional population benefits the economy and the residents of the City directly as the recreational amenities provided will exceed those that are normally available in a community of this size. Thus, while servicing the needs of residents of Fort Pierce is important, the City also has a goal to serve a portion of the desires of a much larger population.

This element provides for an inventory of existing park and open space facilities and establishes a level of service of the future demand for such facilities from within and outside of the City. The future demand and needs are assessed, as well as plans devised for the programs and facilities necessary for their accommodation. The goals, objectives, and policies section of this element lists the ultimate desires of the community in the areas of recreation and open space and lists the specific measures to be taken by the community to meet those desires.

The inclusion of this element in the Comprehensive Plan reflects the City's interest, acknowledgement, and dedication to recreation lands and open spaces as a fundamental component of the community fabric and essential to quality of life.

Policy 7.1.4 requires the creation and maintenance of a complete inventory of public and private recreation lands and amenities. In addition to these public and private assets, the public schools within Fort Pierce can also be a source of recreation space but interlocal agreements with the school board are typically necessary. The projected park needs for the City are based on the estimated population over the 10-year (2035) and 20-year (2045) planning periods, and the level of service (LOS) for neighborhood and community parks separately. The results are shown in Tables 7-1 and 7-2. As part of the new inventory required in Policy 7.1.4, any potential deficit should be evaluated for how best to address it.

Table 7-1
Projected Neighborhood Park Need

Year	Population	Level of Service	Acreage to Meet LOS
2025	51,352	1.75 ac/1,000 pop'n	89.9
2035	55,648	2.0 ac/1,000 pop'n	111.3
2045	57,871	2.0 ac/1,000 pop'n	115.7

Notes: 1. Population based on official population estimate as of April 1, 2025 by the Bureau of Economic and Business Research, University of Florida, and projections by the Shimberg Center for Housing Studies.
2. Level of service per Policy 7.1.1.

Table 7-2
Projected Community Park Need

Year	Population	Level of Service	Acreage to Meet LOS
2025	51,352	2.75 ac/1,000 pop'n	141.2
2035	55,648	3.0 ac/1,000 pop'n	166.9
2045	57,871	3.0 ac/1,000 pon'n	173.6

Notes: 1. Population based on official population estimate as of April 1, 2025 by the Bureau of Economic and Business Research, University of Florida, and projections by the Shimberg Center for Housing Studies.
2. Level of service per Policy 7.1.1.

The following Goals, Objectives, and Policies are hereby provided to steer the City of Fort Pierce toward a future of successful and adequate recreation and open space opportunities by accommodating the needs of existing and future residents and ensure the level of standard is upheld.

GOALS, OBJECTIVES, AND POLICIES

Goal 7

To provide park facilities, recreation programs, and open space resources that are safe, adequate, and accessible to all City residents, and that contribute to the character and quality of life that defines Fort Pierce.

7.1 Objective:
Provide a sufficient supply of park, recreation, and open space facilities to satisfy established level of service (LOS) standards.

7.1.1 Policy:
LOS standards for public recreation and open space facilities are hereby established as follows:

Facility	Year	Unit of Measure
Neighborhood Park:	~~2020~~ 2025	1.75 acre/1,000 population
	~~2025~~ 2035	2.0 acres/1,000 population
	~~2030~~ 2045	2.0 acres/1,000 population
Community Park:	~~2020~~ 2025	2.75 acre/1,000 population
	~~2025~~ 2035	3.0 acres/1,000 population
	~~2030~~ 2045	3.0 acres/1,000 population

7.1.2 Policy:

The City of Fort Pierce shall schedule projects to address existing facility deficiencies and foreseeable facility needs as part of the Five-Year Schedule of Capital Improvements (SCI). The Capital Improvement Program shall be updated on an annual basis to reflect the identification, planning and completion of recreation and open space projects and facilities.

7.1.3 Policy:

Capital outlays for recreation and open space facilities shall be scheduled in chronological order according to the following priorities:

1. facility additions, improvements, expansions and/or replacements required to address preexisting LOS deficiencies;
2. facility additions, improvements, expansions and/or replacements required to mitigate forecasted LOS deficiencies; specifically the creation of additional neighborhood parks in strategic locations throughout the City;
3. opportunities to secure environmentally sensitive and pristine lands such as wetlands, waterfront properties, shorelines, and habitat of endangered species;
4. acquisition of lands that further the development of linked and continuous open space corridors;
5. provision of recreation and/or open space facilities that are geographically located within areas not presently served by such opportunities; and,
6. all other recreation and open space facilities not otherwise described above.

7.1.4 Policy:

By January 1, 2027, the City shall complete an inventory of all public and private recreation and open space land and amenities and evaluate the supply relative to the LOS established in Policy 7.1.1. The inventory and LOS analysis shall be updated annually.

7.2Objective:

Require a proportionate amount of open space and recreation area to be provided by both private enterprise and public agencies.

7.2.1 Policy:

The City of Fort Pierce shall require that all future site development, and modifications of existing development to the extent possible, incorporate perimeter and interior landscape areas as outlined in the City's Land Development Code.

7.2.2 Policy:

The City's Land Development Regulations will include public open space requirements for new development and modifications to existing development in all zoning classifications.

7.2.3 Policy:
The City of Fort Pierce shall require publicly accessible recreation areas to be incorporated within all planned residential developments, mixed use developments, and residential development. The size of the required areas and the corresponding amenities shall be consistent with standards incorporated into the Land Development Regulations.

7.2.4 Policy:
The City of Fort Pierce shall implement and review regulatory mechanisms to facilitate the accrual of financial and land resources for the provision of Neighborhood Park and Community Park facilities. Suggested mechanisms include, but are not limited to, impact fees, mandatory land dedications, preferential tax treatment, recreation and open space credits, and/or transfer of development rights.

7.2.5 Policy:
The City of Fort Pierce shall provide incentives for providing off-site publicly accessible recreation and open space areas as part of private applications for development approval. These incentives shall be established and enumerated within the City's land development regulations. Incentives may include such features as setback reductions, deviation from minimum lot dimensional requirements, inclusion of aquatic areas for purposes of calculating open space, and/or increases in permissible lot coverage, amongst other development characteristics and features as deemed acceptable by the City of Fort Pierce.

7.2.6 Policy:
The City shall require a proportionate fair-share contribution for recreational and open space facilities if the development contributes to a deficiency in the adopted level-of-service standard for parks and recreational facilities.

7.2.7 Policy:
The City shall establish and implement a regular evaluation of community park and recreation needs during the annual Capital Improvements Element update process, especially the needs of youth and seniors.

7.3 Objective:

Establish programs and procedures to continually monitor the quality and utility of all recreation and open space facilities within the City of Fort Pierce.

7.3.1 Policy:
The City of Fort Pierce shall maintain, renovate and rehabilitate existing facilities to prevent unplanned and untimely deterioration of physical assets and to maximize the benefit of past expenditures.

7.3.2 Policy:
The City of Fort Pierce shall develop and maintain a Parks and Recreation Master Plan to do the following:

- Inventory all publicly-owned recreation and open space facilities in the City
- Identify locational and accessibility criteria for locating recreational facilities with respect to neighborhoods
- Identify opportunities to develop new park facilities on City owned lands and acquire additional open space areas for public use
- Determine recreational amenity requirements for park facilities
- Establish a future vision for each such facility including recreation equipment, pedestrian accommodations and other physical improvements.

7.3.3 Policy:
The City of Fort Pierce shall continually solicit resident input to assess satisfaction with recreation and open space facilities, as well as prioritize acquisition sites. Findings shall be contained within the Parks and Recreation Master Plan and used to determine future installations and improvements at each publicly-owned facility and development of future facilities.

7.4 Objective:
Maximize the utility and function of recreation facilities and open space resources.

7.4.1 Policy:
The City of Fort Pierce shall encourage the strategic placement of recreation and open space facilities in a manner that coincides with and affords the preservation of existing native vegetation, visual corridors, and other quality natural resources.

7.4.2 Policy:
The City of Fort Pierce, as well as private parties and organizations, shall design and improve recreation facilities and open space areas in such a manner that respects natural environmental conditions, to the maximum extent possible.

7.4.3 Policy:
The City of Fort Pierce shall actively pursue the development of linear parks and integrated open space systems along waterfront properties. This shall be accomplished by collocating pathways, pedestrian accommodations and plantings alongside waterways and water bodies such as, but not limited to, canals, creeks, streams, rivers, lakes, channels and other water features. Public access to waterfront areas shall be secured through the recordation of access easements or land dedication as outlined in the Land Development Regulations.

7.4.4 Policy:
The City of Fort Pierce shall develop a Greenways and Trailways Program as part of the City's Parks and Recreation Master Plan to ensure connectivity between existing and future recreation and open space areas in the City.

7.4.5 Policy:
The City of Fort Pierce, in conjunction with St. Lucie County, shall actively pursue the development of open space corridors that establish continuous linkages between park and recreation facilities, conservation areas, environmentally sensitive lands, non-vehicular pathways, natural water bodies, and other open space areas located throughout the city and extending beyond the city's municipal boundary.

7.4.6 Policy:
The City of Fort Pierce shall discourage development proposals that would degrade visual corridors or vistas, compromise peaceful enjoyment, or otherwise produce incompatibilities that may encroach upon public recreation facilities and open space resources. The Land Development Regulations shall be updated to account for this requirement.

7.4.7 Policy:
The City of Fort Pierce shall encourage the preservation of quality natural resources and environmental areas by requiring conservation easements as a condition of development approval.

7.4.8 Policy:
The City of Fort Pierce shall consider opportunities for educational exhibits and programs, observation areas and nature trails during the planning and design process for all future publicly accessible recreation and open space facilities and renovation of existing facilities.

7.4.9 Policy:
The City of Fort Pierce shall prohibit the encroachment of unrelated easements, dedications, reservations, encumbrances, utilities and tracts within the boundaries of required recreation acreages and facilities.

7.4.10 Policy:
The City of Fort Pierce shall require that recreation areas within all future residential developments be improved with pedestrian or multi-use pathways, recreation equipment, trees, shade structures, and other pedestrian amenities.

7.4.11 Policy:
The City of Fort Pierce shall require that all future residential developments in excess of 100 dwelling units provide a community clubhouse, recreation

center or similar communal building of an appropriate size that is "hurricane hardened," and equipped with a generator and accessory fuel storage system to supply power in the event of prolonged power outages.

7.5 Objective:
Provide unimpeded access to all public recreation facilities.

7.5.1 Policy:
All future dedications or purchases of land for public recreation use or purpose shall be located adjacent to a public right-of-way or access easement that provides a direct and continuous connection between publicly accessible lands.

7.5.2 Policy:
Pedestrian and bicycle access shall be incorporated into all future plans for new public recreation facilities and modifications to existing public recreation facilities.

7.5.3 Policy:
All existing and future parks and recreation facilities shall comply with provisions of the Americans with Disabilities Act.

7.5.4 Policy:
The City of Fort Pierce shall support and encourage the provision of mass transit services and infrastructure at all public recreation sites.

7.5.5 Policy:
The City of Fort Pierce shall amend the Land Development Regulations to require all future development and redevelopment plans for public recreation facilities to incorporate bicycle racks and, where appropriate, vehicular parking spaces.

7.5.6 Policy:
To the maximum extent feasible, parking areas shall be located in proximity to the primary attractions of each recreation site. However, the City shall not require automobile access to neighborhood or smaller parks.

7.5.7 Policy:
The City of Fort Pierce shall require paved pedestrian access between all internal facilities and buildings, vehicular use areas and access points, and peripheral pathways at the site of all future park and recreation facilities.

7.6 *Objective*:
Establish strategies to effectively coordinate the retention of existing recreation and open space opportunities, as well as the development of future opportunities, to meet public demands.

7.6.1 Policy:
The City of Fort Pierce shall continue to exchange ownership and share maintenance responsibilities with St. Lucie County for recreation and open space facilities located within city limits.

7.6.2 Policy:
The City of Fort Pierce shall refrain from ~~liquidating~~ selling and/or otherwise disposing of recreation and open space lands located within existing city limits and future annexation areas.

7.6.3 Policy:
The City of Fort Pierce shall maintain cooperative relationships and seek to develop partnerships with both public and private agencies, groups, individuals, organizations and facilities that currently or may potentially offer recreation opportunities to City residents.

7.6.4 Policy:
The City of Fort Pierce shall pursue funding through recreation grants and bonds, as well as private donations and contributions, to meet local recreation needs.

7.6.5 Policy:
The City of Fort Pierce, in cooperation with St. Lucie County, shall coordinate efforts to facilitate the development of an urban-district park along or proximate to the western edge of the FPUA Urban Service Boundary.

7.6.6 Policy:
The City of Fort Pierce shall participate in the exchange of publicly owned land, excluding established recreation and open space properties, with private property owners as a method to secure attractive and/or desired property for the provision of public recreation and open space opportunities.

7.6.7 Policy:
The City of Fort Pierce shall evaluate the establishment of a Park and Recreation Trust Fund to accommodate financial contributions in lieu of land dedications for required recreation acreage. Financial contributions shall be considered and acceptable only in instances deemed appropriate by the City of Fort Pierce.

7.6.8 Policy:
In furtherance of an equitable distribution of recreation and open space facilities, the City of Fort Pierce, in cooperation with St. Lucie County, shall encourage the dedication, contribution and acquisition of land for neighborhood and community park facilities both in the western area of existing city limits and throughout the western portions of the City's future annexation area.

7.6.9 Policy:
Private recreation amenities provided as part of the development order approval process shall be maintained in perpetuity and accessible to residents of the development. Such lands and amenities shall not be sold or discontinued without approval by the City of equivalent replacement land and amenities.

7.7 *Objective*:
Establish parks and recreation facilities that are equally distributed throughout the City and accessible to residents of all neighborhoods.

7.7.1 Policy:
The City shall work to provide neighborhood parks according to the following criteria:

- be provided within a ½ mile of all residential neighborhoods
- be located on a minimum of 5 acres, where possible
- be connected to the surrounding neighborhoods, community facilities, and other parks through bicycle and pedestrian access
- provide opportunities for passive as well as active recreational facilities
- be developed in conjunction with school playgrounds, where possible
- be located on local streets or neighborhood collectors

7.7.2 Policy:
The City shall work to provide community parks according to the following criteria:

- be provided within 2 miles of all residential neighborhoods
- be located on a minimum of 15 acres, where possible
- be connected to the surrounding neighborhoods, community facilities, and other parks through bicycle and pedestrian access
- be served by public transportation, where possible
- provide opportunities for passive as well as active recreational facilities
- contain higher traffic generating recreational uses, such as swimming pools, recreation centers, athletic centers, and adult league playing fields
- have direct access from arterials rather than local streets
- provide protection for on-site natural areas

INTERGOVERNMENTAL COORDINATION ELEMENT

The purpose of an Intergovernmental Coordination Element is to have a well-developed network of public and quasi-public entities that work with and support City initiatives. Florida Statutes encourage cities and counties to plan in advance of jurisdictional changes such as local land use change and annexation. Within each of the elements of the City's comprehensive plan there are policies and initiatives that require coordination with and input from other agencies and governmental entities. The Intergovernmental Coordination Element also requires the City to actively communicate with county, state, and adjacent municipalities on issues related to coordination of public facilities.

An inventory of Fort Pierce's interagency relationships and coordination is included as Appendix 8-1.

GOALS, OBJECTIVES, AND POLICIES

Goal 8

To provide accessible, effective and frequent intergovernmental coordination opportunities to achieve consistency among all government agencies that implement plans and programs which affect the City of Fort Pierce.

8.1 *Objective:*
The City shall maintain coordination with government agencies with planning and impact assessment duties that affect the City, as listed in Table 8-1 ~~A~~; with other units of local government that provide services but have no regulatory authority over the use of land; and with the comprehensive plans of adjacent municipalities, St. Lucie County, and adjacent counties.

8.1.1 Policy:
The City shall maintain an active program of monitoring and communication with agencies operating under the provisions of the Community Planning Act, Chapter 163, Part II, F.S.

8.1.2 Policy:
The City's Comprehensive Plan will be consistent with the State of Florida Comprehensive Plan, Treasure Coast Regional Planning Council Strategic Regional Policy Plan, St. Lucie County Comprehensive Plan, the Port of Ft. Pierce Master Plan, the Comprehensive Plans of adjacent local governments, and the South Florida Water Management District (SFWMD) Upper East Coast Water Supply Plan.

8.1.3 Policy:

~~Administer community workshops and participate in the Treasure Coast Regional Planning Council's informal mediation process as mechanisms to provide an open forum for communication and coordination of programs involving the Comprehensive Plan, and to resolve conflicts with other local governments.~~ The City may resolve conflicts through the Treasure Coast Regional Planning Council's (TCRPC) dispute resolution process, established pursuant to Section 186.509, F.S., to reconcile differences on planning and growth management issues between local governments, regional agencies, and private interests.

8.1.4 Policy:

The City of Fort Pierce shall coordinate with St. Lucie County and the Fort Pierce Utility Authority on matters of growth management, comprehensive planning, land development regulations, and provision of public services within proposed annexation areas as provided in the joint planning agreement.

8.1.5 Policy:

The City shall coordinate future annexations with St. Lucie County, the Town of St. Lucie Village, and the City of Port St. Lucie.

8.1.6 Policy:

The City of Fort Pierce shall maintain coordination with local, county, state, and federal agencies regarding management of the Indian River Lagoon.

8.1.7 Policy:

The City shall pursue interlocal agreements, including Joint Planning Agreements with adjacent local governments and governmental agencies. Issues to be addressed include, but are not limited to, the following:

a) Impacts of development on roadway level of service (LOS) standards.

b) Pavement of unimproved roadways within and in the vicinity of existing and future development.

c) Impacts of development on school capacity and school facilities planning.

d) Creation of a new urban-district park within the utility service boundary (future annexation area).

e) Needed infrastructure to support services provided by the St. Lucie County Fire District.

f) Beach renourishment programs related to critically eroded areas of Fort Pierce's coastline.

g) Preservation of historic resources of local, regional, and national significance.

h) ~~TCERDA~~ The Treasure Coast Education, Research & Development Authority Park.

i) Western Annexation Lands.

j) Co-location and/or joint use of public facilities.

k) Creation of alternative modes / multi-modal transportation systems.

8.1.8 Policy:
The City shall continue participation in the St. Lucie County Transportation Planning Organization (TPO) technical advisory committee in order to improve coordination of transportation improvements with St. Lucie County, the Florida Department of Transportation (FDOT) and U.S. Department of Transportation (USDOT).

8.1.9 Policy:
The City shall exchange information on all current development projects with St. Lucie County, the City of Port St. Lucie, and the Town of St. Lucie Village in order to anticipate impacts of development from other communities upon the City of Fort Pierce.

8.1.10 Policy
The City shall continue to coordinate with and participate in the proceedings of~~:~~ the St. Lucie County TPO, the ~~Treasure Coast Regional Planning Council (~~TCRPC~~)~~, the ~~South Florida Water Management District (~~SFWMD~~)~~, adjacent service area jurisdictions, and other organizations to foster intergovernmental coordination, especially for planning and service delivery matters.

8.1.11 Policy:
The City will implement the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan that is coordinated with the SFWMD Upper East Coast Regional Water Supply Plan by updating the City ~~work~~ Water Supply Facilities Work Plan within 18 months of an update to the regional water supply plan.

8.1.12 Policy:
The City will participate in the development of updates to the SFWMD water supply assessment and the regional water supply plan and in other water supply development related initiatives facilitated by the SFWMD affecting the City service area.

8.1.13 Policy:
The City shall determine whether there will be adequate water supplies to serve development within the service area prior to the issuance of any development order/approval for a site plan, subdivision plan, preliminary plat

or functional equivalent.

8.1.14 Policy:
The City shall pursue cooperative efforts with SFWMD, St. Lucie County and other local jurisdictions to provide cost-effective options to augment the current potable water system with alternative water sources.

8.1.15 Policy:
The City shall continue to coordinate with the FPUA regarding any required expansion of water and wastewater treatment plants per Florida Statutes to meet demand through 20~~30~~45.

8.1.16 Policy:
The City of Fort Pierce shall continue to coordinate with the TCRPC and FDOT to develop ~~the~~ a ~~potential~~ rail passenger station within the City that will be capable of serving as a regional hub and provide access to the region and the state ~~for the potential Amtrak/Sun Rail expansion.~~

8.1.17 Policy:
Every December, the City shall update Table 8-~~A~~1 to verify the nature of relationships, update coordination mechanisms and identify potential improvements in the City's coordination efforts.

8.2 Objective:
Ensure that the impacts of development that are proposed in the City Comprehensive Plan, are addressed through coordination mechanisms with adjacent local governments, the TCRPC and the State.

8.2.1 Policy:
The review of development proposals shall include findings that indicate relationships of such proposed developments to the comprehensive plans of adjacent local governments.

8.2.2 Policy:
The City shall utilize the following procedures to identify and implement joint planning areas (JPAs) for the purpose of addressing issues related to annexation and mutual infrastructure service areas:

1. Coordinate planning activities mandated by the various elements of the Fort Pierce Comprehensive Plan with local governments, ~~the School District of~~ St. Lucie Public Schools ~~County~~, other governmental units providing services but not having regulatory authority over the use of land, the region, and the state;
2. Use the Treasure Coast Regional Planning Council's informal mediation process to resolve conflicts with other local governments, when agreed to by all affected parties;

3. Work cooperatively with St. Lucie County to facilitate the annexation of unincorporated areas with consistent joint meetings or work groups, and other mechanisms; and

4. Demographic and social-economic information and services shall be readily available for county, school board and municipal planning activities.

8.2.3 Policy:
The City shall utilize the following process when considering the location and extension of public facilities that are subject to concurrency and when siting facilities with countywide significance, including locally unwanted land uses such as solid waste disposal facilities that are established within a formal agreement between local, county and state governments and agencies:

1. The development review process which considers the future impact of a proposed development on the facilities and services provided by Fort Pierce and those of adjacent local governments, if any~~;~~.

2. The goals, objectives and policies contained within the comprehensive plans of adjacent local governments, when reviewing proposed site-specific map amendments to the Future Land Use map.

3. Joint processes such as participation in intergovernmental task forces.

8.3 Objective:
Special emphasis shall be placed on maintaining effective lines of communication with county, regional, and state agencies when setting LOS Standards and/or permitting requirements, and initiating maintenance and capital improvement projects located within the City of Fort Pierce.

8.3.1 Policy:
The City Manager or an appointed designee shall prepare and review the annual LOS monitoring report contained within the adopted concurrency management system. The purpose of this report is to provide affected entities with timely and accurate information in order to evaluate ~~ion~~ and coordinate levels-of-service.

8.3.2 Policy:
In situations where other public or private entities are providing a public facility or service such as roads, sewer, drainage, parks, or solid waste within the City, the City shall coordinate its adopted LOS standard with the applicable entity and within the financial parameters allowed by the Capital Improvement Element of this Plan.

8.3.3 Policy:
When preparing the annual update to the Capital Improvement Element, the

City shall consult with the South Florida Water Management District and the FPUA ~~Fort Pierce Utility Authority~~ to ensure coordination and consistency between the regional water supply plan, the FPUA 10-Year Water Facilities Work Plan and the City Schedule of Capital Improvement.

8.3.4 Policy:
Coordination with Federal, State, and County authorities shall continually be practiced and refined to ensure that the City receives a proportionate share of revenue allocations, facilities and service improvements.

8.3.5 Policy:
The City shall review the effectiveness of its development review process and implement new policies and procedures that streamline the process and improve the coordination required between external permitting and regulatory agencies and the City.

8.4 Objective:
Continue coordination in the designation of new dredge spoil disposal sites located within the Fort Pierce City boundary With the Florida Department of Environmental Protection (FDEP), SFWMD, U.S. Army Corps of Engineers, St. Lucie County and the Florida Inland Navigational District.

8.4.1 Policy:
The City of Fort Pierce shall coordinate with St. Lucie County, Florida Inland Navigational District, FDEP, and the U.S. Army Corps of Engineers to identify and regulate all existing and future spoil dredge sites within the City municipal boundary.

8.4.2 Policy:
The City shall resolve conflicts related to dredge spoil disposal sites with the public agencies referenced in Policy 8.4.1 through a dispute resolution process.

8.5 Objective:
Continue coordination with the St. Lucie Public Schools ~~County School District~~ regarding concurrency requirements for public school facilities.

8.5.1 Policy:
The City of Fort Pierce shall implement the Public School Facilities Element and the amended and restated Interlocal Agreement for Public Schools Facility Planning - St. Lucie County, in conjunction with the St. Lucie County School Board. The Public School Facilities Element and the Interlocal Agreement state principles and guidelines to ensure coordination of the City's Comprehensive Plan with the plans of the School Board and describe the joint processes for collaborative planning and decision making and population projections,

school siting, ~~and the local~~ and extension of public facilities subject to concurrency.

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to ensure there is consideration of the need for and location of public facilities. Florida Statutes requires this element to encourage the efficient use of public facilities. This element is essential to ensure there is consideration for construction, extension or increase in capacity of facilities to address existing needs as well as future deficiencies in Level of Service (LOS) standards for public services. The element must contain a Schedule of Capital Improvements (SCI) that identifies when facilities will be needed to accommodate future growth, the general location of those facilities, and projected revenue resources to fund the facilities. Each year the City is required to review this element and update the 5-Year Capital Improvement Projects (CIP) list.

The City's CIP is updated annually and provides a schedule of capital expenditures for major public facilities and infrastructure as well as estimated costs, funding sources, and timing of work for a five year period. The City's CIP is a flexible tool that helps ensure projects are on course and sufficient funds are available for identified CIP projects. The annual update provides flexibility for the City to re-prioritize expenditures and project scheduling.

The CIP for Fiscal Years 2026-2030 is provided in Appendix 9-1.

GOALS, OBJECTIVES, AND POLICIES

Goal 9

The City shall ensure the adequate and timely provision of public facilities and infrastructure capacity to accommodate existing and future residents and businesses while maximizing the use and value of existing facilities, in addition to effectively managing future growth consistent with the level of service (LOS) standards established in the Public Facilities Management Element of the Comprehensive Plan.

9.1 Objective:
Maximize fiscal resources available to the City for public facility improvements necessary to accommodate existing development, redevelopment, planned future growth, and to replace obsolete or deteriorated facilities.

9.1.1 Policy:
Capital revenues and/or secured developer commitments shall be in place to maintain all public facilities at the adopted LOS standards prior to the issuance of new development orders.

9.1.2 Policy:
The City shall u~~U~~tilize a variety of funding sources to implement capital improvements, within the limitation of existing law. Sources may include ad valorem taxes, general revenues, enterprise revenues, assessments, tax increment, grants, and private funds.

9.1.3 Policy:
The City shall e~~E~~nsure that new development bears a proportionate cost for public facility improvements by utilizing a variety of mechanisms to assess and collect impact fees, dedications and/or contributions from private development.

9.1.4 Policy:
The City shall c~~C~~onduct fiscal impact analyses for future annexations to determine the impacts to revenue sources.

9.1.5 Policy:
The City shall a~~A~~ggressively seek all realistic grant opportunities to fund projects in the ~~Schedule of Capital Improvements~~ 5-Year CIP list.

9.1.6 Policy:
The City shall limit public expenditures in coastal high hazard areas through the Capital Improvement Program.

9.1.7 Policy:
Subdivision regulations established by the City shall provide for the timely completion and maintenance of the capital improvements required by the Comprehensive Plan.

9.1.8 Policy:
Review of the Capital Improvements Element shall include an update of the assumptions, projections, needs and consideration for appropriate and timely renewal of existing facilities according to the following criteria:

1) Emergency and post-disaster mitigation;
2) Deficiency determination by Concurrency Management System;
3) Public involvement in Capital Improvement Program and budget;
4) Existing land development and City master plans;
5) Plans of county state agencies including the water management district; and
6) Accommodation of new development and redevelopment. ~~; and~~

9.1.9 Policy:
The City shall meet the Florida Department of Environmental Protection stormwater pollution reduction goals contained within the Basin Management Action Plan when constructing capital projects.

9.2 Objective:

Provide the necessary capital improvements to replace worn-out or obsolete public facilities, to correct service deficiencies and to accommodate planned future growth, consistent with the adopted LOS standards.

9.2.1 Policy:

The Five-Year ~~Capital Improvement Program (~~CIP~~)~~ shall be prepared and adopted as part of the annual budgeting process. The Capital Improvement Element shall be amended annually to reflect these changes.

9.2.2 Policy:

The annual update of the Capital Improvement Element shall include ~~reflect~~ proportionate fair-share contributions.

9.2.3 Policy:

The ~~Schedule of Capital Improvements~~ 5-Year CIP shall be based upon the Future Land Use Element and shall be consistent with all other Plan elements.

9.2.4 Policy:

Proportionate fair share mitigation procedures and payments shall be coordinated with St. Lucie County.

9.2.5 Policy:

Planning for City improvements shall coordinate with the plans of state agencies, the South Florida Water Management District (SFWMD), St. Lucie County and adjacent municipalities when applicable.

9.2.6 Policy:

Projects that are identified in the Comprehensive Plan, determined to be of relatively large scale ($10,000 or greater), shall be designated as capital improvement projects for inclusion within the ~~Schedule of Capital Improvements (~~SCI~~)~~ of this Element. All capital improvements in the SCI will be included in the Five-Year Capital Improvements Program (CIP) and Annual Capital Budget.

9.2.7 Policy:

Proposed capital improvement projects listed in the Five-Year ~~Schedule of Capital Improvement~~ CIP shall be prioritized according to the following guidelines:

- Protection of public health, safety and welfare;
- Fulfills the legal commitment of the City to provide facilities and services;
- Corrects existing deficiencies;
- Maintains adopted levels of service;
- Provides for the most efficient and effective use of existing and/or future facilities;
- Provides new capacity to accommodate future growth consistent with this Plan;

- Prevents or reduces future improvement costs;
- Promotes cost-effective use of time and revenue; and
- The plans of local, county and state agencies providing public facilities.

9.2.8 Policy:
The City Land Development Regulations will ensure that all decisions regarding land use planning and the issuance of development orders and permits consider the availability of public facilities and services necessary to support such development at the adopted LOS standards concurrent with the associated impacts.

9.2.9 Policy:
The development review process shall coordinate with road, utility and infrastructure service providers within the City to ensure that necessary capital improvements are implemented to support new construction and redevelopment.

9.2.10 Policy:
City capital facilities shall be repaired, rehabilitated and/or replaced according to generally accepted engineering principles and guidelines and ensure that facilities and services provided by other agencies are held to the same standard.

9.2.11 Policy:
New development shall be assessed a proportionate fair share of the public facility costs necessary to accommodate the impacts of new development at the adopted levels-of-service through the enforcement of existing public facility funding mechanisms and impact fees. Public facilities include potable water, sanitary sewer, solid waste, drainage, parks and roadways.

9.3 Objective:
Develop and implement a debt management program to assist the City in providing adequate and timely revenues for scheduled capital improvements.

9.3.1 Policy:
Incurred debt shall occur within generally accepted municipal finance principles and guidelines, and only in relation to the ability of the City to pay for a new capital asset or to significantly extend the life expectancy of a capital asset.

9.3.2 Policy:
Increases in operating costs for a new or additional facility shall be considered when evaluating the debt to be incurred for a facility.

9.3.3 Policy:
The City will not provide a public facility, nor accept the provision of a public facility by others, without the determination of the ability to pay for the subsequent annual operation and maintenance costs of the facility.

9.3.4 Policy:
Debt Payment shall not exceed the anticipated useful life of an improvement and shall not exceed 30 years.

9.4 Objective:
Land use decisions shall be made based upon available or projected fiscal resources in coordination with a SCI ~~schedule of capital improvements~~ which maintains adopted level of service standards and meets existing and future facility needs.

9.4.1 Policy:
The City shall use the Capacity and LOS Database as provided for in the Public Facilities Management Element to determine availability of public facilities for requested land use designations.

9.4.2 Policy:
The City shall ensure that projects in the SCI ~~Schedule of Capital Improvements~~ will allow LOS standard to be maintained when evaluating a proposed land use change.

9.4.3 Policy:
The uniform, district-wide LOS standards shall be 100% of the permanent program capacity for elementary, middle, and highs schools and for Title 1 Schools. The Florida Inventory of School Houses (FISH) capacity shall be adjusted by the St. Lucie Public Schools ~~County School~~ Board annually to account for measurable programmatic changes.

9.4.4Policy:
The City hereby incorporates by reference the St. Lucie Public Schools ~~County School~~ Board's most current Five-Year Work Plan. This document includes school capacity sufficient to meet anticipated student demands projected by the county and municipalities, in consultation with the St. Lucie Public Schools ~~County School~~ Board's projections for student enrollment, based on the adopted level of service LOS standards for the public schools. The Five-Year Capital Improvements Plan ensures the LOS standards for public schools are achieved and maintained within the period of covered by the five-year schedule.

9.4.5 Policy:
The City hereby incorporates by reference the most recent St. Lucie County SCI maintaining the adopted LOS standards within the City for County facilities, namely transportation and parks and recreation facilities.

9.4.6 Policy:
The City hereby incorporates by reference the most recent St. Lucie County TPO Transportation Improvement Program maintaining the adopted LOS standards within the City for transportation facilities, including FHIS, SIS, and TRIP funded facilities.

PUBLIC FACILITIES MANAGEMENT ELEMENT

The Public Facilities Management Element of the Fort Pierce Comprehensive Plan consolidates the adopted Level Of Service (LOS) standards for public facilities including sanitary sewer, potable water, solid waste, stormwater drainage, recreation and open space, transportation, and public schools infrastructure within the City. Additionally, this element provides guidance on concurrency review and where projects might participate in the Proportionate Fair-Share Mitigation Program when new development triggers the need for additional infrastructure.

PUBLIC FACILITIES MANAGEMENT ELEMENT

GOAL 10

To protect the public safety, health, and welfare of the City of Fort Pierce by providing sufficient public facilities concurrent with development to serve the existing and projected population.

10.1 Objective:
The City shall maintain a Capacity and Level of Service (LOS) Database of public facilities in order to assess the impacts of new development on the public facility capacity and to determine the consumption of the public facility.

Transportation

10.1.1 Policy:
The City shall monitor the following transportation data in a Transportation Monitoring System Database for all major roadways within the City:

1) The adopted (LOS) standards for all roadway types.
2) Roadway capacity at the adopted LOS standard.
3) The existing daily and peak hour volumes.
4) The existing operating LOS.
5) The existing capacities or deficiencies of the roadway network.
6) The capacities reserved/vested for approved but unbuilt development.
7) The projected capacities or deficiencies due to approved but unbuilt development.
8) The improvements to be made to the roadway network in the current fiscal year by any approved development pursuant to previous

development orders and the impact of such improvements on roadway capacities.

9) The improvements to be made to the roadway network in the current fiscal year by the City, St. Lucie County, the Florida Department of Transportation, or other public agency and the impact of such improvements on roadway capacities.

Sanitary Sewer

10.1.2 Policy:

The City shall coordinate with the Fort Pierce Utilities Authority (FPUA) to monitor the following data:

1) The design capacity of the wastewater treatment facilities.
2) The existing LOS measured by the average number of gallons per day per unit based on the average flows that are experienced at the wastewater treatment facilities and the total number of equivalent residential units within the FPUA service area.
3) The adopted LOS standards for the average daily flows per equivalent residential unit.
4) The existing surpluses or deficiencies of the system.
5) The capacities that are reserved/vested for unbuilt development with a valid Certificate of Concurrency.
6) The projected capacities due to approved but unbuilt development.
7) The improvements to be made to the facilities in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities.

Potable Water

10.1.3 Policy:

The City shall coordinate with the FPUA to monitor the following potable water data:

1) The design capacities of the potable water treatment facilities.
2) The existing LOS measured by the average number of gallons per day per unit based on the average flows experienced and the total number of residential units within the FPUA service area.
3) The existing potable water storage capacities.
4) The existing minimum water pressure in the FPUA water distribution system.
5) The adopted LOS standards for the potable water facility components.
6) The existing surpluses or deficiencies of the system.
7) The capacities reserved/vested for unbuilt developments with a valid Certificate of Concurrency.

8) The improvements scheduled to potable water facilities in the current fiscal year by any approved developments and the impact of scheduled improvements on existing capacities.

Solid Waste

10.1.4 Policy:
The City shall monitor the following solid waste data:

1) The design capacity of solid waste facilities.
2) The adopted LOS standard for solid waste.
3) The existing LOS measured by waste generation rates approved by Director of Public Works.
4) The capacities reserved/vested for unbuilt development with a valid Certificate of Concurrency.
5) The projected capacities or deficiencies due to approved but unbuilt development.
6) The improvements scheduled to solid waste facilities in the current fiscal year by any approved developments and the impact of scheduled improvements on the existing capacities.

Stormwater Drainage

10.1.5 Policy:
The City shall monitor the following stormwater data:

1) The existing LOS measured by storm event as determined by the City Engineer.
2) The adopted LOS standard for stormwater drainage.

Recreation and Open Space

10.1.6 Policy:
The City shall monitor the following data in regard to parks and open space:

1)The existing acreage of parkland and the existing number of recreation facilities as outlined in the Recreation and Open Space Element of this plan.
2)The existing LOS measured by the total number of public acres of parkland available per 1,000 residents of the City based on an inventory of park lands in the City and the population of the City.
3)The existing LOS for recreation facilities measured by the adopted standard based on an inventory of the facilities in the City and the population of the City.
4)The adopted LOS standards for recreation and open space facilities as outlined in the Recreation and Open Space Element of this plan.

5)The existing capacities or deficiencies of the recreation and open facility system.
6)The capacities reserved/vested for unbuilt development with a valid Certificate of Concurrency.
7)The projected capacities or deficiencies due to approved but unbuilt development.
8)The improvements scheduled recreation and open space facilities in the current fiscal year by any approved developments and the impact of scheduled improvements on the existing capacities.

10.1.7 Policy:
The City shall monitor the following data in regard to public schools:

1) The permanent program capacity of elementary, middle and high schools.
2) The adopted LOS standard for public schools.
3) The existing LOS measured by student generation rates approved by the St. Lucie County School Board
4) The capacities reserved/vested for unbuilt residential development with a valid Certificate of Concurrency.
5) The projected capacities or deficiencies due to approved but unbuilt residential development.
6) The capital improvements scheduled to public school facilities as indicated in St. Lucie County School Board's current 5-Year Capital Facilities Work Plan and the impact of scheduled improvements on the existing school capacities.

10.2 Objective:
Certificates of Concurrency and development orders shall be issued based upon the availability of public facilities and essential services to maintain adopted LOS standards.

10.2.1 Policy:
As indicated in the applicable Elements of this Plan, and as follows the City of Fort Pierce adopts the following minimum LOS standards shown in Table 10-1 for the various public facilities.

Table 10-1: Adopted Level of Service (LOS) Standards for the City of Fort Pierce Public Facilities

Public Facility	Level of Service	
Transportation	All non-FIHS, SIS and TRIP funded roadways – D ***SIS Facilities:*** I-95 (Midway Rd. to SR 70/Okeechobee Rd.) – C I-95 (SR 70/Okeechobee Rd. to SR 68/Orange Rd.) – D Florida's Turnpike (PSL Blvd. to SR 70/Okeechobee Rd.) – C Florida's Turnpike (SR 70 to Indian River County Line) – B SR 70/Okeechobee Rd. (McCarthy Rd. to Florida's Turnpike) – B SR 70/Okeechobee Rd. (Florida's Turnpike to I-95) – C ***TRIP-Funded Facilities:*** SR 713/Kings Hwy. (SR 70/Okeechobee Rd. to Orange Ave.) – D	
Sanitary Sewer	240 gallons per day per equivalent residential connection	
Potable Water	300 gallons per day per equivalent residential unit	
Solid Waste	200 tons per day of Municipal Solid Waste	
Stormwater	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	
Recreation and Open Space		
Neighborhood Park:	Year	Unit of Measure
	~~2020~~ 2025	1.75 acres/1,000 population
	~~2025~~ 2035	2.0 acres/1,000 population
	~~2030~~ 2045	2.0 acres/1,000 population
Community Park:	Year	Unit of Measure
	~~2020~~ 2025	2.75 acres/1,000 population
	~~2025~~ 2035	3.0 acres/1,000 population
	~~2030~~ 2045	3.0 acres/1,000 population
Public Schools		
Elementary	100% of permanent program capacity	
Middle	100% of permanent program capacity	
High	100% of permanent program capacity	

10.3 Objective:

The City of Fort Pierce will assess the potential impacts on public facilities and their adopted LOS standards for all development applications that require a development order/approval for a site plan, subdivision plan, preliminary plat or functional equivalent by the City Commission or City staff in accordance with the provisions and requirements of the Concurrency Management System prior to the granting of a development order.

10.3.1 Policy:

The City shall perform a public facilities impact analysis to ensure that public facilities are available concurrent with the impacts of proposed development.

10.3.2 Policy:

A public facilities impact assessment will determine if there is adequate capacity in each of the public facilities to accommodate the impact of the existing population, vested and exempt development projects, previously permitted development projects, and the proposed new development project at or above the adopted Level of Service.

10.3.3 Policy:

A Certificate of Concurrency for potable water, wastewater, ~~water supplies~~, drainage, solid waste, recreation and open space, and schools may be issued upon completion of a public facilities impact evaluation that demonstrates that public facility will operate within their adopted LOS. A certificate of available capacity or mobility will be issued for transportation facilities prior to the granting of a development order.

10.3.4 Policy:

If a public facility is currently operating below its adopted LOS standard or if a proposed development will cause a facility to operate below its adopted LOS standard, the City shall require mitigation in accordance with the adopted Proportionate Fair-Share Mitigation Program.

10.3.5 Policy:

Upon the mitigation of public facility impacts in accordance with the adopted Proportionate Fair-Share Mitigation Program, applicants for development may be entitled to receive conditional approval. The development order will be conditioned on the satisfactory execution of the provisions of a development agreement.

10.3.6 Policy:

The reservation of public facility capacity, whether or not it is conditioned, shall have a term equivalent to the term of the related development order, unless a different term is agreed by the City and specified in the development order.

10.3.7 Policy:

A reservation of public facility capacity and the related development order may be applicable to more than one phase of a multi-phase development. The reservation shall specify the amount of capacity reserved and the scheduled build-out date for each phase.

10.3.8 Policy:

The Certificate of Concurrency may include conditions of approval, which are deemed necessary for concurrency to be ensured.

10.3.9 Policy:

The incremental additional impact to public facilities shall be assessed as part of proposed future land use map amendments and zoning changes.

10.4 Objective:

Mitigate the potential impacts of new development and redevelopment through enforcement of the adopted Proportionate Fair-Share Mitigation Program. Public facilities include potable water, sanitary sewer, solid waste, drainage, recreation and open space, transportation facilities, and public schools.

10.4.1 Policy:

A development may proceed if the City agrees to include required facilities to the Schedule of Capital Improvements.

10.4.2 Policy:

Coordinate with other agencies, relative to proportionate fair-share obligations, whose facilities might be potentially impacted.

10.4.3 Policy:

Transportation improvements shall mitigate the overall network through capacity improvements, operational improvements, or mobility strategies and shall be mutually agreed upon and be in place concurrent with the impacts of development as per policy 10.5.1.

10.4.4 Policy:

The City shall continue to enforce regulations in the City's Land Development Regulations regarding proportionate fair share mitigation.

10.4.5 Policy:

All payments for proportionate fair share contributions are due in full prior to issuance of the final development order or recording of the final plat.

10.5 *Objective:*

Monitor and ensure that the adopted LOS standards are maintained and any proposed improvements through the Proportionate Fair-Share Mitigation Program are available within appropriate timeframes.

Transportation

10.5.1 Policy:

Prior to the issuance of any development order/approval for a site plan, subdivision plan, preliminary plat or functional equivalent for new development or redevelopment, transportation facility improvements that are required to support the development and maintain the adopted LOS standards must meet the following timing requirements:

- The development order includes the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a building permit or its functional equivalent as provided in the adopted Five-Year Schedule of Capital Improvements.
- The necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Sections 163.3220-163.3243, F.S., to be in place or under actual construction no more than three years after the issuance of a building permit or it functional equivalent.
- The necessary facilities and services are guaranteed in an agreement through the Proportionate Fair-Share Mitigation Program.

Sanitary Sewer, Solid Waste, Drainage and Potable Water

10.5.2 Policy:

Prior to the issuance of any development order/approval for a site plan, subdivision plan, preliminary plat or functional equivalent for new development or redevelopment, sanitary sewer, solid waste, drainage, adequate water facilities and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new' development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

Recreation and Open Space

10.5.3 Policy:

Acreage for recreation and open space facilities needed to maintain the adopted LOS standard must be dedicated or acquired by the City prior to the issuance of a certificate of occupancy. Alternatively, funds in the amount of the developer's fair share shall be committed no later than the issuance of a development order; or the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Sections 163.3220-

163.3243, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.

Public Schools

10.5.4 Policy:

Prior to the issuance of any development order/approval for a site plan, subdivision plan, preliminary plat or functional equivalent for new residential development or redevelopment, verification that adequate public school facilities required to support the development and maintain the adopted school LOS standards will be verified with the St. Lucie Public Schools ~~County School~~ Board.

The City shall not issue a Certificate of Concurrency for any non-exempt residential development application until the School District has issued a School Capacity Availability Determination Letter verifying capacity is available to serve the development. The School Capacity Determination Letter shall indicate a temporary commitment of capacity of necessary school facilities for a period not to exceed six (6) months or until a Final Development Order is issued, whichever occurs first.

- Once the City issues a Certificate of Concurrency as a part of the Final Development Order, the school capacity necessary to serve the development shall be considered reserved for the life of the Development Order.

- The City ~~shall notify~~ shall notify the St. Lucie Public Schools ~~County School~~ Board within fifteen (15) days of the approval or expiration of a Certificate of Concurrency for a residential development. No further determination of school capacity availability shall be required for the residential development before the expiration of the Certificate of Concurrency, except ~~that~~ for any changes that requires review.

PUBLIC SCHOOL FACILITIES ELEMENT

Public schools in the City of Fort Pierce are part of the St Lucie Public Schools. The first public high school in St. Lucie County was located in Fort Pierce and now houses the Creative Arts Academy of St. Lucie. In addition to public schools Fort Pierce is home to several private schools and charter schools.

St. Lucie Public Schools

The St. Lucie Public Schools is an autonomous board established under chapter 230, Florida Statutes. The district school system is controlled by a school board consisting of five (5) members elected at large and an appointed superintendent. The City and the school administration must work closely together when reviewing new developments and community growth which affect the efficient operation of their respective agencies and ensure parity across all schools.

Public Schools located in Fort Pierce include:

High schools

- Fort Pierce Central High School
- Lincoln Park Academy

Middle schools

- Creative Arts Academy of Saint Lucie
- Dan McCarty Middle School
- Forest Grove Middle School
- Lincoln Park Academy
- Samuel S. Gaines Academy K–8

Elementary schools

- Chester A. Moore Elementary School
- Creative Arts Academy of Saint Lucie
- Fairlawn Elementary School
- Francis K. Sweet Elementary School
- Lawnwood Elementary School
- Samuel S. Gaines Academy K–8
- Weatherbee Elementary School

GOALS, OBJECTIVES, AND POLICIES

~~Goal 11.1~~

The City shall collaborate with the St. Lucie ~~County~~ Public Schools (SLPS) Board to plan for public school capacity to accommodate projected enrollment demand within the five-year, 10-year and 20-year planning periods.

11.1.1 Objective:

It is the objective of City of Fort Pierce to coordinate land use decisions [see definition] with school capacity planning. This objective will be accomplished recognizing the ~~St. Lucie County School~~ SLPS Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny petitions for future land use, rezoning, and subdivision and site plans for residential development that generate students and impact the St. Lucie County school system.

11.1.1.1 Policy: Coordinated Map Series

The City shall provide the ~~St. Lucie County School~~ SLPS Board by October 15 of each year a report of development trends for use in school planning. The St. Lucie County ~~School~~ SLPS Board shall coordinate with each local government in the preparation of the annual Educational Facilities plan. Based upon the final adopted Educational Facilities plan, the City, in conjunction with the ~~St. Lucie County School~~ SLPS Board ~~(School Board)~~, St. Lucie County and other Local Governments, shall annually update and maintain a public school facilities map series as supporting data and analysis. This map series including the planned general location of schools and ancillary facilities for the five-year planning period and the long-range planning period, will be coordinated with the City's Future Land Use Map or Map Series. The Map Series shall include at a minimum:

(a) A map or maps which identify existing location of public school facilities by type and existing location of ancillary plants.

(b) A future conditions map or map series which depicts the planned general location of public school facilities and ancillary plants and renovated facilities by year for the five year planning period, and for the end of the long range planning period of the host City.

(c) A map or map series which depicts School Capacity Planning Areas (SCPAs) for high schools, middle schools and elementary schools.

~~(d) A map or map series which depicts School Concurrency Service Areas (CSAs) for high schools, middle schools and elementary schools.~~

11.1.1.2 Policy: Coordinating School Capacity with Growth

The City shall coordinate land use decisions with the ~~St. Lucie County School~~ SLPS Board's Long Range Facilities Plans over the 5-year, 10-year and 20-year periods.

11.1.1.3 Policy: Geographic Basis for School Capacity Planning

For purposes of coordinating land use decisions with school capacity planning, the ~~School Capacity Planning~~ Areas (SCPAs~~)~~ that are established for high, middle and elementary schools as part of the Interlocal Agreement for Public School Facility Planning shall be used for school capacity planning. The relationship of high, middle and elementary capacity and students anticipated to be generated as a result of land use decisions shall be assessed in terms of its impact (1) on the school system as a whole and (2) on the applicable SCPA(s). For purposes of this planning assessment, existing or planned capacity in adjacent SCPA(s) shall not be considered.

11.1.1.4 Policy: Local Government Notice of Development Proposals [ILA Section 9.3]

The City agrees to give the ~~School~~ SLPS Board notification of land use applications and development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities.

Notice to ~~School~~ SLPS Board will include copies of the meeting agenda and all City staff comments and other attachments related to any pending application or development proposal potentially affecting student enrollment, enrollment projections, or school facilities.

Notice to the ~~School~~ SLPS Board will be provided simultaneously with provision of such materials to the Local Planning Agency (LPA), Technical Review Committee (TCR) ~~DRC,~~ or City Commission.

This notice requirement applies to any amendment to the comprehensive plan future land use map, rezoning, or major residential or mixed-use development project that proposes to:

a. To increase the density of land with non-age-restricted residential dwelling units, that will produce more than one (1) student in any grade level, or

b. To construct or develop non-age- restricted dwelling units or lots that will produce more than one (1) student in any grade level.

11.1.1.5 Policy: ~~St. Lucie County School~~ SLPS Board Report to City [ILA Section 9.4]

Within 15 days after notification by the City, the ~~School~~ SLPS Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and

whether sufficient school capacity exists or is planned to accommodate the impacts.

11.1.1.6 Policy: School Capacity Shortfalls [ILA Section 9.5]

If sufficient school capacity is not available or planned to serve the development at the time of impact, the ~~School~~ SLPS Board will specify how it proposes to meet the anticipated student enrollment demand; alternatively, the ~~School~~ SLPS Board, the City, and the developer will collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements.

11.1.1.7 Policy: Factors Considered in Reviewing Development Proposal [ILA Section 9.6]

In reviewing and approving comprehensive plan amendments, rezoning, and development proposals, the City will consider the following factors:

a. ~~School~~ SLPS Board comments;
b. Available school capacity or planned improvements to accommodate the enrollment resulting from the land use decision; (Modified from ILA)
c. The provision of school sites and facilities within planned neighborhoods;
d. Compatibility of land uses adjacent to existing schools and reserved school sites;
e. The co-location of parks, recreation and neighborhood facilities with school sites;
f. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
g. Traffic circulation plans which serve schools and the surrounding neighborhood;
h. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
i. The inclusion of school bus stops and turnarounds.

11.1.1.8 Policy:

Where feasible and agreeable to the City, ~~St. Lucie County School~~ SLPS Board, affected jurisdictions and the applicant, Capacity Enhancement Agreements shall be encouraged to ensure adequate capacity is available at the time the school impact is created. The ~~St. Lucie County School~~ SLPS Board's Long Range Facilities Plans over the 5-year, 10-year and 20-year periods shall be amended to incorporate capacity modification commitments established by Capacity Enhancement Agreements.

11.1.2 Objective

The City shall consider school capacity in the formulation of Community Development Plans.

11.1.2.1Policy: Factors Considered in Formulating Community Development Plans [ILA Section 9.7]

In formulating community development plans and programs, the City will consider the following factors:

a. Scheduling capital improvements that are coordinated with and meet the capital needs identified in the ~~School~~ SLPS Board's educational facilities plan;

b. Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;

c. Targeting community development improvements in older and distressed neighborhoods near schools; and

d. Working to address and resolve multijurisdictional public school issues.

11.1.3 Objective: Evaluation and Appraisal of Comprehensive Plans [ILA Section 9.8]
The City shall consider school needs and school capacity in the Evaluation and Appraisal of Comprehensive Plans.

11.1.3.1 Policy: Evaluation and Appraisal of Comprehensive Plans

a.In accordance with Section 163.3191, F.S. ~~Florida Statutes~~, the ~~Local Planning Agency (~~LPA~~)~~ for each Local Government must prepare an Evaluation and Appraisal Report (EAR) on the Comprehensive Plan for its area of jurisdiction at least once every 7 years, or as otherwise scheduled by the Florida Department of Economic Opportunity.

b.Whenever a meeting of or hearing before the LPA includes consideration of an EAR, the City shall provide to the ~~School~~ SLPS Board, prior to the meeting or hearing, copies of (1) the meeting or hearing agenda, (2) any draft of the EAR under consideration, and (3) any staff analysis, report, or recommendation prepared with respect to the EAR under consideration.

c.The City shall provide the ~~School~~ SLPS Board a copy of each EAR prepared by the LPA within 30 days of submission to the City Commission.

d.Whenever a meeting of or hearing before the City Commission includes consideration of an EAR or proposed amendments to the Comprehensive Plan to implement an EAR, the City shall provide to the ~~School~~ SLPS Board prior to the meeting or hearing, copies of (1)

the meeting or hearing agenda, (2) any draft of the EAR or proposed Comprehensive Plan amendments under consideration, and (3) any staff analysis, report, or recommendation prepared with respect to the EAR or proposed Comprehensive Plan amendments under consideration.

e. The ~~School~~ SLPS Board may submit written comments to the City about the possible affect upon the ~~School~~ SLPS Board of any EAR or proposed amendments to the Comprehensive Plan that are necessary to implement an EAR, and the City shall give due and appropriate consideration to such comments.

f. The City may request that the ~~School~~ SLPS Board provide technical assistance with respect to any EAR or proposed amendments to the Comprehensive Plan to implement an EAR and the possible affect upon the ~~School~~ SLPS Board, and the ~~School~~ SLPS Board shall endeavor to provide such assistance as time and resources permit.

Goal 11.2:

Provide adequate public school capacity to accommodate enrollment demand within a five-year district facilities work program.

11.2.1 Objective: Implementation of School Concurrency
The City shall coordinate with the ~~St. Lucie County School~~ SLPS Board to assure the future availability of adequate public school facility capacity through its authority to implement school concurrency. [ICE Objective 8.5

11.2.1.1 Policy: Amendment of Interlocal Agreement
The City shall coordinate amendments to the Interlocal Agreement for Public School Facility Planning to implement school concurrency in concert with the ~~St. Lucie County School~~ SLPS Board, St. Lucie County and other Local Governments. The Interlocal Agreement shall be consistent with the goals, objectives and policies of the Element.

11.2.1.2 Policy: Ordinance Implementing School Concurrency
The City shall implement the adopted School Concurrency Ordinance to address school concurrency and ensure that the capacity of public schools is sufficient to support new residential development.

11.2.2 Objective: Level of Service Standards

The City shall ensure that the capacity of public schools is sufficient to support new residential subdivisions, plats and/or site plans at the adopted level of service (LOS) standards within the period covered by the five-year schedule of capital improvements and the long range planning period. After the first 5-year schedule of capital improvements, capacity shall be maintained within each year of subsequent 5-year schedules of capital improvements.

11.2.2.1 Policy: Uniform Application of LOS Standards

The LOS standards established herein shall be applied consistently by all the local governments within St Lucie County and by the ~~St. Lucie County School~~ SLPS Board district-wide to all schools of the same type.

11.2.2.2 Policy: LOS Standards for High, Middle and Elementary Schools and for Title 1 Schools

The uniform, district-wide LOS standards shall be 100% of permanent program capacity for elementary, middle, and high schools and for Title 1 Schools. The Florida Inventory of School Houses (FISH) capacity shall be adjusted by the ~~St. Lucie County~~ ~~School~~ SLPS Board annually to account for measurable programmatic changes. The ~~School~~ SLPS Board shall develop a permanent program capacity. Until such time as a permanent program capacity is developed, the permanent program capacity shall be designated as FISH.

11.2.2.3 Policy: Amendment of the LOS Standards

If there is agreement to amend the LOS standards, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the local government comprehensive plans. The amended LOS standards shall not be effective until all plan amendments are effective and the amendment to the Interlocal Agreement for Public School Facility Planning is fully executed. Changes to LOS standards shall be supported by adequate data and analysis showing that the amended LOS standards are and can be achieved and maintained within the period covered by the first five years of the ~~St. Lucie County School~~ SLPS Board's Five-Year Work Program. After the first five-year schedule of capital improvements, the capacity shall be maintained within each subsequent five-year schedules of capital improvements.

11.2.3 Objective: School Concurrency Service Areas

The City shall, in coordination with the ~~St. Lucie County School~~ SLPS Board, St. Lucie County and other Local Governments, establish ~~Concurrency Service Areas (~~CSA~~'s)~~, as the areas within which an evaluation is made of whether adequate school capacity is available based on the adopted LOS standard.

11.2.3.1 Policy: School Concurrency Service Area Maps

CSAs for high, middle and elementary schools shall be as adopted in the Interlocal Agreement. CSA boundaries shall be included as a part the Data and Analysis supporting this Element and included in the Public School Facilities Element (PSFE) Map Series as part of that supporting data.

11.2.3.2 Policy: Criteria for School Concurrency Service Areas

CSAs shall be established to maximize available school capacity and make efficient use of new and existing public schools in accordance with the LOS standards, taking into account minimization of transportation costs, limitations on maximum student travel times, the effect of court approved desegregation plans, and recognition of the capacity commitments resulting from the local governments' within St. Lucie County's development approvals within the CSA and contiguous CSAs.

11.2.3.3 Policy: Modifying School Concurrency Service Areas

The City, in coordination with the ~~St. Lucie County School~~ SLPS Board, St. Lucie County and other Local Governments, shall require that prior to adopting a modification to CSAs, the following standards will be met:

a. Potential modifications to the CSAs may be considered annually. Supporting data & analysis for modified CSA's shall be included in the annual update to the ~~St. Lucie County School~~ SLPS Board's 5 -Year Work Program;

b. Modifications to CSA boundaries shall be based upon the criteria as provided in Policy 11.2.3.2;

c. CSA boundaries shall be modified based on supporting data and analysis showing that the amended CSA's are within the five year period described by the five year schedule of capital improvements;

d. Any party to the adopted Interlocal Agreement may propose a modification to the CSA boundary maps;

e. At such time as the ~~St. Lucie County School~~ SLPS Board determines that a CSA boundary change is appropriate considering the above criteria, the ~~St. Lucie County School~~ SLPS Board shall transmit the proposed CSA boundary modification with data and analysis to support the changes to the Elected Officials Group. The Elected Officials Group shall review the proposed CSA boundary modifications and send its comments to the ~~St. Lucie County School~~ SLPS Board; and

f. Modifications to a CSA shall become effective upon final approval by the ~~St. Lucie County School~~ SLPS Board and amendment of the Interlocal Agreement for Public School Facility Planning.

11.2.4 Objective: School Concurrency Review Process

In coordination with the ~~St. Lucie County School~~ SLPS Board, the City will establish a joint process for implementation of school concurrency which includes applicability, capacity determination, availability standards, and school capacity methodology.

11.2.4.1 Policy: Development Review

The issuance of final subdivisions or plats and site plan approvals for residential development shall be subject to the availability of adequate school capacity based on the ~~Level of Service (~~LOS~~)~~ standards adopted in this Element.

11.2.4.2 Policy: Exemptions (ILA Section 11.5)

The following residential developments are exempt from the school concurrency requirements:

1. Single family lots of record that received final subdivision or plat approval prior to May 1, 2008;
2. Single Family subdivisions or plats that (i) were undergoing active review on May 1, 2008, (ii) had received preliminary subdivision approval prior to such date, and (iii) have had no lapse in the development approval status;
3. Multi-family residential development that received final site plan approval prior to May 1, 2008, and for which there has been no lapse in the development approval status;
4. Multi-family plans that (i) were undergoing active review on May 1, 2008, (ii) had received preliminary site plan approval prior to such date, and (iii) have had no lapse in the development approval status;
5. Amendments to subdivisions plat or site plan for residential development that was approved prior to May 1, 2008, so longs as the amendment does not increase the number of students generated by the development;
6. Age restricted developments that prohibit permanent occupancy by persons of school age Such restrictions must be recorded, irrevocable for a period of at least thirty (30) years and lawful under applicable state and federal housing statutes. The applicant must demonstrate that these conditions are satisfied; (Modified from ILA)
7. Group quarters that do not generate students that will be housed in public school facilities, including residential facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities; and (Modified from ILA)
8. Developments of regional impact, as defined in Section 380.06 F.S. ~~Florida Statutes~~, that received development orders prior to July 1, 2005, or had filed application for development approval prior to May 1, 2005.

9.Where adequate school facilities will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval, or the functional equivalent. School concurrency is deemed satisfied when the developer tenders a written, legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the property. The district school board shall notify the local government that capacity is available for the development within 30 days after receipt of the developer's legally binding commitment. Options for proportionate-share mitigation of impacts on public school facilities must be established in the comprehensive plan and the interlocal agreement pursuant to F.S. 163.31777.

11.2.4.3 Policy: Student Generation Rates and Costs per Student Station

Student generation rates used to determine the impact of a particular development application on public schools, and the costs per student station shall be determined in accordance with professionally accepted methodologies and adopted annually by the ~~St. Lucie County School~~ SLPS Board in the 5-Year Work Program.

11.2.4.4 Policy: School Capacity and Enrollment

The uniform methodology for determining if a particular school is meeting adopted LOS standards, shall be determined by the ~~St. Lucie County School~~ SLPS Board. The ~~St. Lucie County School~~ SLPS Board shall use permanent program capacity as the methodology to determine the capacity of elementary, middle, and high school facilities. School enrollment shall be based on the enrollment of each individual school based on counts reported by the ~~St. Lucie County School~~ SLPS Board to the Department of Education.

11.2.4.5 Policy: Determination of Adequate Capacity

The ~~St. Lucie County School~~ SLPS Board shall conduct a concurrency review for all development plan approval subject to school concurrency. This review shall include findings and recommendations to the City whether there is adequate school capacity to accommodate the proposed development.

1.Adequate school capacity means there is sufficient school capacity at the adopted LOS standards to accommodate the demand created by a proposed development for each type of school within the affected CSA.

2.The ~~St. Lucie County School~~ SLPS Board's findings and recommendations shall address whether adequate capacity exists for each type of school, based on the level of service standards. If adequate capacity does not exist, the ~~St. Lucie County School~~ SLPS Board shall identify possible mitigation options that may be considered consistent with the policies set forth within Objective 11.2.5.

The City will issue a concurrency determination based on the ~~St. Lucie County School~~ SLPS Board written findings and recommendations.

11.2.4.6 Policy: Concurrency Availability Standard

School concurrency applies only to residential development or a phase of residential development requiring a subdivision or plat approval, site plan, or its functional equivalent, proposed or established after the effective date of the ~~Public School Facilities Element (~~PSFE~~)~~.

The City shall amend the concurrency management systems in its Land Development Regulations (LDRs) to require that all new residential development be reviewed for school concurrency no later than the time of final subdivision, final plat or final site plan. The City shall not deny a final subdivision, final plat or final site plan for residential development due to a failure to achieve and maintain the adopted LOS standards for public school capacity where:

1. Adequate school facilities will be in place or under construction within three years after the issuance of the final subdivision, final plat or final site plan for residential development; or,
2. Adequate school facilities are available in an adjacent CSA, and when adequate capacity at adopted LOS Standards will be in place or under construction in the adjacent CSA within three years after the issuance of the final subdivision, final plat or final site plan approval; or,
3. The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by development of the property subject to the final subdivision, plat or site plan (or functional equivalent) as provided in this element.

For CSAs that do not have any school type (elementary, middle, or high), capacity will be measured in the adjacent CSAs.

11.2.4.7 Policy: Reservation of Capacity

The City shall not issue a Certificate of Concurrency Determination for any non-exempt residential development application until the School District has issued a School Capacity Availability Determination Letter verifying capacity is available to serve the development. The School Capacity Determination Letter shall indicate a temporary commitment of capacity of necessary school facilities for a period not to exceed six (6) months or until a Final Development Order is issued, whichever occurs first.

a. Once the City issues a Certificate of Concurrency Reservation as a part of the Final Development Order, the school capacity necessary to serve the development shall be considered reserved for the life of the Development Order.

b. The City ~~shall notify~~ shall notify the ~~St. Lucie County School~~ SLPS Board within fifteen (15) days of the approval or expiration of a Concurrency Reservation for a residential development. No further determination of school capacity availability shall be required for the residential development before the expiration of the Certificate of Concurrency Determination, except that any change requires review.

11.2.4.8 Policy: Subdivision and Site Plan Standards

In the event that the ~~St. Lucie County School~~ SLPS Board determines that there is not sufficient capacity in the affected CSA or an adjacent CSA to address the impacts of a proposed development, the following standards shall apply. Either (i) the site plan or final subdivision must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation under Objective 11.2.5; or (ii) the final site plan or final subdivision must be delayed to a date when capacity enhancement and level of service can be assured; or (iii) a condition of approval of the site plan or final subdivision shall be that the project's development plan and/or building permits shall be delayed to a date when capacity enhancement and level of service can be assured.

11.2.4.9 Policy: Capacity Availability

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed improvements in years 2 or 3 of the 5-year schedule of improvements shall be considered available capacity for the project and factored into the level of service analysis. Any relevant programmed improvements in years 4 or 5 of the 5-year schedule of improvements shall not be considered available capacity for the project unless funding for the improvement is assured through ~~St. Lucie County School~~ SLPS Board funding to accelerate the project, through proportionate share mitigation, or some other means of assuring adequate capacity will be available within 3 years. ~~St. Lucie County School~~ SLPS Board may use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

11.2.5 Objective: Proportionate Share Mitigation

The City of Fort Pierce, in coordination with the ~~St. Lucie County School~~ SLPS Board, shall provide for mitigation alternatives that are determined by the ~~St. Lucie County School~~ SLPS Board that will achieve and maintain the adopted LOS standards consistent with the adopted ~~St. Lucie County School~~ SLPS Board's 5-Year Work Program.

11.2.5.1 Policy: Mitigation Options

Mitigation may be allowed for those developments that cannot meet the adopted LOS Standards. Mitigation options shall include options listed below for which the ~~St. Lucie County School~~ SLPS Board assumes operational responsibility through incorporation in the adopted. ~~St. Lucie County School~~

SLPS Board Five-Year Work Program and which will maintain adopted LOS standards.

1.The donation, construction, or funding of school facilities or sites sufficient to offset the demand for public school facilities created by the proposed development;

2.The creation a school mitigation bank in accordance with an agreement acceptable to the ~~School~~ SLPS Board providing for (i) the construction, in accordance with State Requirements for Educational Facilities (SREF), of a public educational facility at an acceptable location, (ii) the conveyance of such facility to the ~~School~~ SLPS Board at no cost, (iii) the grant of appropriate credits against the educational facilities impact fees that will be due as a result of the proposed development, and (iv) to the extent credits are insufficient to cover the reasonable cost of such facility, reimbursement from future educational facilities impact fees, received by the ~~School~~ SLPS Board from collections within the same CSA or adjacent CSA;

3.The establishment of a charter school with facilities constructed that are both (i) constructed in accordance with the SREF and (ii) subject to enforcement assurances that the facility will be conveyed to the ~~School~~ SLPS Board at no cost if the charter school ceases operations;

4.The establishment of an educational facilities benefit district, and the corresponding construction of educational facilities that are sufficient to offset the demand for public educational facilities created by the proposed development at no cost to the ~~School~~ SLPS Board. In accordance with Sections 1013.355 through 1013.357, F.S. ~~Florida Statutes~~ and other governing law; and

5.At the sole discretion of the ~~School~~ SLPS Board, payment of a temporary capacity charge to fund temporary educational facilities until such time as there is sufficient impact, need and demand to justify or substantiate, in accordance with SREF and other governing requirements, the construction of a new educational facility that is identified in the District facilities work program for a 5-year period.

11.2.5.2 Policy: Mitigation Must Enhance Permanent Capacity

Mitigation must be directed toward a permanent capacity improvement identified in the ~~St. Lucie County School~~ SLPS Board's 5-Year Work Program, which satisfies the demands created by the proposed development consistent with the adopted LOS standards. Relocatable classrooms will not be accepted as mitigation.

11.2.5.3 Policy: Mitigation

Mitigation shall be directed to projects on the ~~St. Lucie County School~~ SLPS Board's 5-Year Work Plan that the ~~St. Lucie County School~~ SLPS Board agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding development agreement between the ~~St. Lucie County School~~ SLPS Board, the City, and the applicant which shall be executed prior to the City's issuance of the final subdivision plat or the final site plan approval. If the ~~St. Lucie County School~~ SLPS Board agrees to the mitigation, the ~~St. Lucie County School~~ SLPS Board must commit in the agreement to placing the improvement required for mitigation on its 5-Year Work Program.

11.2.5.4 Policy: Calculating Proportionate Share

The applicant's total proportionate share obligation to resolve a capacity deficiency shall be based on the following:

- Number of Student Stations (by School Type) = Number of Dwelling Units by Housing Type X Student Generation Multiplier (by Housing Type and School Type)
- Proportionate Share Amount = Number of Student Stations (by School Type) X Cost per Student Station for School Type.

The above formula shall be calculated for each housing type within the proposed development and for each school type (elementary, middle or high) for which a capacity deficiency has been identified. The sum of these calculations shall be the proportionate share amount for the development under review.

The ~~St. Lucie County School~~ SLPS Board average cost per student station shall include school facility construction and land costs, and costs to build schools to emergency shelter standards when applicable.

The applicant's proportionate-share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

11.2.6 Objective: Adoption of ~~St Lucie County School~~ SLPS Board Five-Year Work Program

Effective July 1, 2008 and no later than December 1st of each year thereafter, the City shall adopt by reference in its Capital Improvements Element, the ~~St. Lucie Count School~~ SLPS Board's annually updated 5-Year Work Program.

11.2.6.1 Policy: Development, Adoption and Amendment of the ~~St. Lucie County School~~ SLPS Board 5-Year Work Program

The ~~St. Lucie County School~~ SLPS Board shall annually update and amend the Five-Year Work Program to reflect the ~~(~~LOS) standards for schools to add a

new fifth year, which continues to achieve and maintain the adopted LOS for schools. The Five-Year Work Program ensures the level of service standards for public schools are achieved and maintained within the period covered by the 5-year schedule. After the first 5-year schedule of capital improvements, annual updates to the schedule shall ensure levels of service standards are achieved and maintained within the subsequent 5-year schedule of capital improvements. The City shall have neither obligation nor responsibility for funding the Five-Year Work Program by adopting the ~~St. Lucie County School~~ SLPS Board's Five-Year Work Program into the Capital Improvements Element.

11.2.7 Objective: Adoption of School Capacity Planning Areas.

The City shall in coordination with the ~~St. Lucie County~~ ~~School~~ SLPS Board and municipalities, establish ~~School Capacity Planning areas (~~SCPAs~~)~~ as the areas within with long range capacity ~~if~~ is planned and used for evaluation of comprehensive plan amendments.

11.2.7.1 Policy: ~~School Capacity Planning Areas (~~SCPAs~~)~~ Maps

SCPA for high, middle and elementary schools shall be as adopted in the Interlocal Agreement. SCPA boundaries shall be included as a part of the Data and Analysis supporting this Element and included in the PSFE Map Series as part of that supporting data.

11.2.7.2 Policy: Criteria for School Capacity Planning Areas

SCPA shall be established to properly plan the location of schools in proximity of new development. While short or intermediate term school capacity needs may be met by student stations in the SCSA or the adjacent SCSA it is the goal to place schools in proximity of the residential areas that they serve so that student travel times and the necessary infrastructure needed is minimized for each SCPA. The SCPAs should form the basis for evaluating school capacity for all planning and preliminary regulatory review for residential development throughout St Lucie County and serve as the basis for "developer agreements" designed to preserve school sites and assure the timely commitment of school construction.

11.2.7.3 Policy: Modifying School Concurrency Planning Areas

The City, in coordination with the ~~St. Lucie County School~~ SLPS Board and the Municipalities, shall require that prior to adopting a modification to SCPA, the following standards will be met:

a. Potential modifications to the SCPA may be considered annually. Supporting data and analysis for modified SCPA shall be included in the annual update to the ~~St. Lucie County~~ ~~School~~ SLPS Board's 5 -Year Work Program;
b. Modifications to SCPA boundaries shall be based upon the criteria as provided in Policy ~~PSFE~~ 11.2.7.2;

c. Any party to the adopted Interlocal Agreement may propose a modification to the SCPA boundary maps;
d. At such time as the ~~St. Lucie County School~~ SLPS Board determines that a SCPA boundary change is appropriate considering the above criteria, the ~~St. Lucie County School~~ SLPS Board shall transmit the proposed SCPA boundary modification with data and analysis to support the changes to the Elected Officials Group; and
e. The Elected Officials Group shall review the proposed SCPA boundary modifications and send its comments to the ~~St. Lucie County School~~ SLPS Board.

Modifications to a SCPA shall become effective upon final approval by the ~~S St. Lucie County School~~ SLPS Board and amendment of the Interlocal Agreement for Public School Facility Planning.

Goal 11.3: Provide Safe and Secure Schools Sited Within Well Designed Communities.

11.3.1 Objective: School Location

The City shall establish standards and criteria to guide the location of future schools.

11.3.1.1 Policy: Future Land Use Map to Designate Land Use Classifications Where Schools Are Permitted

The City shall allow schools in all Future Land Use categories except the following categories: ~~County~~ Boundary Industrial (~~CI~~BI), Industrial (I), Heavy Industrial (HI), ~~Residential~~ Conservation ~~(RC)~~ and Open Space ~~Conservation~~ (~~OSC~~ CO). ~~[FLUE Policy 1.2.1]~~

11.3.1.2 Policy: Sufficient Land Proximate to Residential Development ~~[FLUE Policy 1.2.2]~~

The City shall include in the categories sufficient land proximate to residential development to meet the projected needs for schools in coordination with the ~~St Lucie County School~~ SLPS Board.

11.3.1.3 Policy: Land Contiguous to Existing School Sites ~~[FLUE Policy 1.2.3]~~

The City shall include lands contiguous to existing school sites, to the maximum extent possible, within the land use categories in which public schools are an allowable use.

11.3.2 ***Objective: Encourage Schools as Focal Points of Community Planning and Design.***

11.3.2.1 Policy: Enhance Community/Neighborhood Design

The City, in conjunction with the ~~St. Lucie County School~~ SLPS Board, shall promote the neighborhood concept in new developments or redevelopment by encouraging the use of existing schools as neighborhood centers or focal points.

11.3.3 Objective: Standards for School Site Design

The City will establish standards for school siting and site design to provide security and safety of children and to provide a functional educational environment.

11.3.3.1 Policy: Encourage Schools Proximate to Residential Areas ~~[FLUE Policy 1.2.3]~~

The City shall encourage the location of schools proximate to urban residential areas to the fullest extent possible.

11.3.3.2 Policy: Compatibility of Adjacent Uses

The City shall review development proposals for compatibility of uses adjacent to existing schools and known future school sites.

11.3.3.3 Policy: School Accessibility

The City shall encourage the establishment of bicycle and pedestrian facilities around schools, especially areas near schools that are not served by the school bus system.

11.3.3.4 Policy: Bus Stops

The City shall, in cooperation with the ~~St. Lucie County School~~ SLPS Board, develop and adopt design standards for school bus stops and turnarounds in new developments and re-development projects.

11.3.3.5 Policy: Safe Ways to School

To reduce hazardous walking conditions consistent with Florida's safe routes ~~ways~~ to school program, the City, in coordination with the ~~St. Lucie County School~~ SLPS Board, shall implement the following strategies:

a. New developments adjacent to school properties shall be required to provide a right-of-way and a direct safe access path for pedestrian travel to existing and planned school sites, and shall connect to the neighborhood's existing pedestrian network;

b. For new development and redevelopment within 2 miles of an existing or planned school, the City shall require sidewalks along the property for the corridor that directly serves the school, or qualifies as an acceptable designated walk or bicycle route to the school;

c. To ensure continuous pedestrian access to public schools, priority will be given to cases of hazardous walking conditions pursuant to Section 1006.23, F.S. ~~Florida Statutes~~, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year; and

Evaluate school zones to consider safe crossing of children along major roadways, including possible speed limit reductions from 25 mph to 15 mph

in school zones; and prioritize areas for sidewalk improvements including: schools with a high number of pedestrian and bicycle injuries or fatalities, schools requiring courtesy busing for hazardous walking conditions, schools with significant walking populations, but poor pedestrian and bicycle access, and schools needing safety improvements.

11.3.4 Objective: School Siting Standards

The City will establish siting standards for schools.

11.3.4.1 Policy: Evaluation of Potential School Sites [ILA Section 6.3]

Potential school sites shall be consistent with the following school siting standards, to the extent practicable:

a. The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide potential focal points for community activities, including opportunities for shared use and co-location with other community facilities;

b. The location of elementary schools proximate to and, within walking distance of the residential neighborhoods served;

c. Elementary schools should be located on local or collector streets; (Modified from ILA)

d. Middle and high schools should be located near arterial streets; (Modified from ILA)

e. Compatibility of the school site with present and future land uses of adjacent property considering the safety of students or the effective provision of education; (Modified from ILA)

f. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;

g. Site acquisition and development costs; (Modified from ILA)

h. Safe access to and from the school site by pedestrians, bicyclists and motor vehicles; (Modified from ILA)

i. Existing or planned availability of adequate public facilities and services to support the School;

j. Environmental constraints that would either preclude or render infeasible the development or significant expansion of a public school on the site; (Modified from ILA)

k. Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;

l. The proposed location is consistent with the local government comprehensive plan, storm water management plans, or watershed management plans; (Modified from ILA)

m. The proposed location is not within a velocity flood zone or floodway, as delineated on pertinent maps identified or referenced in the applicable comprehensive plan or LDR ~~land development regulations~~; (Modified from ILA, suggest referencing Storm Surge Zones, CHHA, FEMA flood zones or other more specifically mapped area)

n. The proposed site can accommodate the required parking, circulation and queuing of vehicles; and

o. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

11.3.5 Objective: School Development Standards

Coordinate with the ~~St. Lucie County~~ ~~School~~ SLPS Board and other educational institutions to locate future educational facilities in a manner which provides for their needs without undue negative impact on the proposed school, surrounding land uses, or public facilities.

11.3.5.1 Policy: School Development Standards.

As provided in Chapter 1013, F.S. ~~Florida Statutes~~, the LDRs ~~Land Development Code~~ may include reasonable development standards and conditions for school site plans if those standards and conditions are not in conflict with Chapter 1013, F.S. ~~Florida Statutes~~ or the State Building Code.

a. The location, arrangement, and lighting of play fields and playgrounds shall be located and buffered as may be necessary to minimize impacts to adjacent residential property;

b. Maximum height of the school structure shall adhere to the height requirements established for the zoning district for the school site zoning district;

c. Building setbacks from property lines for all schools shall adhere to the minimum building setback requirements established for the zoning district for the school site zoning district;

d. All parking areas on school sites shall adhere to the minimum setback requirements established for the zoning district;

e.Access to school sites shall be governed by City and the ~~THE~~ Florida Department of Transportation (FDOT) access management regulations, including installation by the ~~St. Lucie County School~~ SLPS Board, or other party as determined by the City, of all access-related improvement required by such regulations. All school sites shall be connected to the existing network by existing paved roads;

f.The site shall be required to provide bicycle/pedestrian connections to sidewalks, trails, and bikeways internal or adjacent to residential neighborhoods, including the provision of safe roadway crossings; and

g.Development of the site shall be consistent with applicable wetland policies contained within the Conservation Element and Recreation and Open Space Element of this plan.

11.3.6 Objective: Coordination of Supporting Infrastructure

The City shall coordinate with the ~~St. Lucie County School~~ SLPS Board plans for supporting infrastructure.

11.3.6.1 Policy: Coordination of Planned Improvements

The City shall annually update and amend the Capital Improvements Element to include the ~~St. Lucie County School~~ SLPS Board's 5-Year Work Program to reflect the infrastructure required to support new school facilities.

Goal 11.4:

Promote and Optimize Intergovernmental Cooperation for Effective Future Planning of Public School System Facilities.

11.4.1 Objective: ~~School~~ SLPS Board Representation

11.4.1.1 Policy: ~~School~~ SLPS Board Representation on LPAs. [Section 163.3174(1) F.S.] [ILA Section 9.1]

The City will include a nonvoting representative appointed by the ~~School~~ SLPS Board on the LPA to attend those meetings at which the agencies consider Comprehensive Plan amendments and rezoning that would, if approved, increase residential density on the property that is the subject of the application. The appointment of a nonvoting representative for the ~~School~~ SLPS Board shall not affect the quorum or voting requirements of the LPA, nor entitle such representative to compensation or expense reimbursement otherwise applicable to the voting members of the LPA.

11.4.1.2 Policy: Development Review Representative. [ILA Section 9.2]

The ~~School~~ SLPS Board will appoint a representative to serve on the staff ~~Technical Review Committee (~~TRC~~)~~ of the City. The ~~School~~ SLPS Board representative will be provided agendas for review and invited to participate in each meeting of the TRC when development and redevelopment proposals

are proposed which could have a significant impact on student enrollment or school facilities.

11.4.2 Objective: Joint Meetings

The City shall participate in meetings and other actions established to promote coordination and the sharing of data and information.

11.4.2.1 Policy: Staff Working Group [ILA Section 2.1]

A staff working group of the Local Governments and ~~School~~ SLPS Board will meet on a semi-annual basis to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access.

Representatives from the Treasure Coast Regional Planning Council will also be invited to attend. The Superintendent shall be responsible for making meeting arrangements and providing notification of meetings. [ILA Section 2.2]

11.4.2.2 Policy: Joint Workshop Sessions [ILA Section 2.2]

One or more representatives of the City, each Local Government, and the ~~School~~ SLPS Board will meet at least annually in joint workshop sessions. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the Local Governments and the ~~School~~ SLPS Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Schools, or designee, shall be responsible for making meeting arrangements and providing notification to the general public of the annual meeting. [ILA Section 1.2]

11.4.3 Objective: Student Enrollment & Population Projections [ILA Section 3]

The City will coordinate with the ~~St. Lucie County School~~ SLPS Board and the Local Governments to maintain and update student enrollment and population projections.

11.4.3.1 Policy: Review of Projections [ILA Section 3.1]

In fulfillment of their respective planning duties, the City, the ~~School~~ SLPS Board, the County and other Local Governments agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population projections developed by the County and five-year student enrollment projections developed by the ~~School~~ SLPS Board shall be revised

annually and provided at the first staff working group meeting described in Policy 11.4.2.1.

11.4.3.2 Policy: Basis of Projections [ILA Section 3.2]

The ~~School~~ SLPS Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, F.S. ~~Florida Statutes~~, where available, as modified by the ~~School~~ SLPS Board based on development data and agreement with the local governments and the Office of Educational Facilities and SMART Schools Clearinghouse. The ~~School~~ SLPS Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the ~~School~~ SLPS Board will coordinate with the Local Governments regarding development trends and future population projections.

11.4.3.3 Policy: Allocation of Enrollment [ILA Section 3.3].

The ~~School~~ SLPS Board, working with the Local Governments, will use the information described in Section 4.3 of the ILA to allocate projected student enrollment into sub-count planning sectors so that the District-wide projections are not exceeded. The planning sectors will be established by mutual consent of the ~~School~~ SLPS Board and Local Government staff. The allocation of projected student enrollment will be determined at the first joint staff working group meeting described in Policy 11.4.2.1.

11.4.3.4 Policy: Provision of Reports [ILA Section 3.4]

The Local Governments shall provide the ~~School~~ SLPS Board a copy of each population report, count, or projection; residential building permit report, count, or projection; and demographic study or analysis prepared or received by any of them within thirty (30) days of preparation or receipt. The ~~School~~ SLPS Board shall provide the Local Governments a copy of each student enrollment report, count, or projection and demographic study or analysis prepared or received by the ~~School~~ SLPS Board within thirty (30) days of preparation or receipt. Alternatively, the parties may comply with the requirements of this subsection by making each such report available at the next semiannual staff working group meeting that follows preparation or receipt of the report.

11.4.3.5 Policy: The School District's Five-Year Facilities Work Program [ILA Section 4.1]

On August 1st of each year, the ~~School~~ SLPS Board shall submit to the Local Governments the tentative District educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.35, F.S. ~~Florida Statutes~~, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5-, 10-, and 20-year time periods,

and options to reduce the need for additional permanent student stations. The plan will also include a District facilities work program for a 5-year period. The Local Governments shall review the plan and comment to the ~~School~~ SLPS Board within 30 days on the consistency of the plan with the local Comprehensive Plan, whether a Comprehensive Plan amendment will be necessary for any proposed educational facility, and whether the Local Government supports a necessary Comprehensive Plan amendment. If the Local Government does not support a Comprehensive Plan amendment, the matter shall be resolved pursuant to procedures established in the Interlocal Agreement for Public School Facility Planning.

11.4.3.6 Policy: Educational Plant Survey [ILA Section 4.2]

~~At least one year prior to preparation of the Educational Plant Survey update, t~~The staff working group established in Policy 11.4.2.1 will assist the ~~School~~ SLPS Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, F.S. ~~Florida Statutes~~, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The staff working group will evaluate and make recommendations regarding the location and need for new, or significant renovation and expansion of existing educational facilities with the Comprehensive Plan, and relevant issues established in this Element.

11.4.3.7 Policy: Growth and Development Trends [ILA Section 4.3]

On October 15 of each year, the Local Governments will provide the ~~School~~ SLPS Board with a report on growth and development trends within their respective jurisdictions. This report will be in tabular, graphic, and textual formats (in electronic form using the respective Local Government's geographic information system data base) and will include the following:

a. The type, number, and location of residential units which have received zoning or site plan approval;
b. Information regarding comprehensive land use amendments which have an impact on school facilities;
c. Residential building permits and / or certificates of occupancy issued for the preceding year and their location; (Modified from ILA)
d. Information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and
e. The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development. (Modified from ILA)

11.4.4 Objective: School Site Selection, Expansions and Closures [ILA Section 6]

The City, in conjunction with the ~~St. Lucie County School~~ SLPS Board, shall implement an effective process for identification and selection of school sites and for the review of significant expansions and closures.

11.4.4.1 Policy: Public Schools Advisory Committee [ILA Section 6.1]

The ~~School~~ SLPS Board will establish a Public Schools Advisory Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. The ~~School~~ SLPS Board and each Local Government shall appoint a citizen member to serve on the Committee. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent. The Public Schools Advisory Committee will be a standing committee and will meet on an as needed basis. In addition to citizen members, the Committee will include appropriate members of ~~School~~ SLPS Board staff and at least one staff member from each of the Local Governments.

11.4.4.2 Policy: Committee Review of Proposed Sites, Renovations, and Closures [ILA Section 6.2]

When the need for a new school is identified in the District educational facilities plan, the Public Schools Advisory Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the District educational facilities plan for significant renovation and potential closure will be submitted to the City for an informal assessment regarding consistency with the Comprehensive Plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in Policy 11.4.4.3 will be considered by both the City and Public Schools Advisory Committee as each site or school is evaluated. Based on the information gathered during this review, for new schools the Committee will make a recommendation to the Superintendent of one or more sites in order of preference. For significant renovations and potential closures, the Committee will make appropriate recommendations.

11.4.4.3 Policy: Factors Considered. [ILA Section 6.3]

The Public Schools Advisory Committee, the ~~School~~ SLPS Board, and the City will consider the factors established in Policy 11.3.4.1 when evaluating new school sites and significant renovations and potential closure of existing schools.

11.4.4.4 Policy: Notice of Proposed Educational Facility Site Acquisition. [ILA Section 6.4]

At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the ~~St. Lucie County School~~ SLPS Board shall provide written notice of its intent to the City. The City shall notify the ~~St.~~

~~Lucie County~~ ~~School~~ SLPS Board within 45 days of receipt of this notice if the proposed new public education facility site is consistent with the local government's comprehensive plan.

11.4.4.5 Policy: Proposed Ancillary Facility Site Acquisition [ILA Section 6.5]

When the need for a new ancillary facility is identified in a District facilities work program, the ~~St. Lucie County School~~ SLPS Board will follow the site selection procedures set forth in Policy 11.4.4.2 and Policy 11.4.4.3 with appropriate adjustment to the factors considered based upon the principal or predominant use proposed for the facility. At least 60 days prior to acquiring or leasing property that may be used for a new ancillary facility, the ~~St. Lucie County School~~ SLPS Board shall provide written notice to the City. The City, upon receipt of this notice, shall notify the ~~St. Lucie County School~~ SLPS Board within 45 days if the proposed new ancillary facility site is consistent with the land use categories and policies of the City's comprehensive plan. This preliminary notice does not constitute the City's determination of consistency pursuant to Section 1013.33(12), F.S. ~~Florida Statutes~~.

11.4.4.6 Policy: Conforming Future Land Use Change or Rezoning [ILA Section 6.6].

Upon request of the City, the ~~St. Lucie County School~~ SLPS Board shall cooperate in undertaking any City-requested change to the future land use classification or zoning of property acquired or leased for an ancillary or educational facility if the City determines that such a change is appropriate to conform the future land use classification or zoning of the property to its actual or intended use by the ~~St. Lucie County School~~ SLPS Board, provided, however, that no such change shall render the facility inconsistent with the Comprehensive Plan, inconsistent with the applicable LDRs, or otherwise nonconforming. (Modified from ILA)

11.4.4.7 Policy: Supporting Infrastructure Agreement [ILA Section 6.7]

In conjunction with the preliminary consistency determination in accordance with Policy 11.4.4.4 and Policy 11.4.4.5, the ~~St. Lucie County School~~ SLPS Board and the City will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or ancillary facility or the proposed significant renovation of an existing school, and will enter into a written agreement as to the timing, future maintenance, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

11.4.5 Objective: Ancillary Facilities Site Development [ILA Section 7]

The City, in conjunction with the ~~St. Lucie County School~~ SLPS Board, shall implement an effective process for identification and selection of sites and for the review of ancillary facility and site development.

11.4.5.1 Policy: Ancillary Facilities Deemed Consistent with applicable LDRs [ILA Section 7.1]

All ancillary facilities existing or under construction as of October 2003 ~~[~~ILA ~~Interlocal Agreement]~~ are deemed to be consistent with the applicable LDRs. (Modified from ILA – 2009 is the most recent)

11.4.5.2 Policy: Notice of Proposed Facility and Request for Consistency Review [ILA Section 7.2]

At least 120 days prior to commencing construction of a new ancillary facility proposed for construction, the ~~School~~ SLPS Board shall notify and request the City to review the proposed facility for consistency with the City's Comprehensive Plan and the Applicable LDRs. The notice and request for consistency review shall include a site plan and related submittal materials that comply with those site plan submission requirements of the City that are applicable to the type of ancillary facilities proposed. The site plan and related submittal materials, in turn, shall include, at a minimum, the following:

a. Site boundary;
b. General site development information, to scale and with dimensions, including building layout, vehicle access and parking facilities, and activity fields; and
c. Proposed staff population so that traffic impacts may be evaluated.

11.4.5.3 Policy: Consistency Determination [ILA Section 7.3]

a. Scope of Review: The City acknowledges and recognizes the need to conserve public funds, the special nature of ancillary facilities and the fact that such facilities constitute a vital component of the total public infrastructure required to support existing and future development. All new ancillary facilities proposed for construction shall be subject to the site plan submission requirements of the City that are applicable to the type of ancillary facilities proposed. Any required concurrency review of a new ancillary facility proposed for construction, including any appropriate capacity reservation, shall be undertaken as part of the reviews provided in this Element. As provided in Section 1013.371 (1)(a), F.S. ~~Florida Statutes~~, exempting ancillary facilities from local codes and ordinances, no conditional use, special exception, variance, or other process or procedure shall apply to such facilities in addition to the review provided in this Element.

b. Procedure for Review: When the ~~School~~ SLPS Board proposes the construction of a new ancillary facility, the following consistency determination and site plan review procedure shall apply: (Modified from ILA)

1) Within 45 days of receiving from the ~~School~~ SLPS Board all of the site plan submittal materials applicable to the type of ancillary facility proposed, the City staff shall (i) conduct a sufficiency review of the submission and a

substantive analysis of the site plan, and (ii) schedule a review with and provide comments and recommendations to ~~School~~ SLPS Board staff.

2) All comments and recommendations of the City shall be set forth in writing specifying the basis for the determination, including the determined inconsistency with the Applicable LDRs.(Modified from ILA)

3) To the extent practicable, the ~~school~~ SLPS Board shall incorporate the comments and recommendations of the City into the site plan, and the ~~School~~ SLPS Board may then proceed with development consistent with and in accordance with the procedures set forth in the State Uniform Building Code for Public Education Facilities Construction adopted as provided in Section 1013.37, F.S. ~~Florida Statutes~~.

4) Except as provided in this Element, no other or additional consistency determination or development approval shall be required by, of, or from the City with respect to a new ancillary facility proposed for construction within the City.

5) Following receipt of a consistency determination, and upon request of the ~~School~~ SLPS Board, the City shall confirm to any agency exercising regulatory jurisdiction over development of such facility that the ~~School~~ SLPS Board has obtained all development approvals required by the City. (Modified from ILA – item 6 not included)

11.4.6 Objective: Educational Facilities Site Development [ILA Section 8]

The City, in conjunction with the ~~St. Lucie County School~~ SLPS Board, shall implement an effective process for the development of sites for educational facilities.

11.4.6.1 Policy: Educational Facilities Deemed Consistent with applicable LDRs [ILA Section 8.1]

All educational facilities existing or under construction as of October 2003 are deemed to be consistent with the applicable LDRs.

11.4.6.2 Policy: Notice of Proposed Facility and Request for Consistency Review [ILA Section 8.2]

At least 120 days prior to commencing construction of a new educational facility proposed for construction, the ~~School~~ SLPS Board shall notify and request the City to review the proposed facility for consistency with the Comprehensive Plan and the Applicable LDRs. The notice and request for consistency review shall include a site plan and related submittal materials that comply with those site plan submission requirements of the City that are applicable to the type of educational facilities proposed. The site plan and related submittal materials, in turn, shall include, at a minimum, the following:

a.Site boundary;
b.General site development information, to scale and with dimensions, including building layout, vehicle access and parking facilities, and activity fields; and
c.Proposed student, faculty, and support staff populations so that traffic impacts may be evaluated.

11.4.6.3 Policy: Consistency Determination [ILA Section 8.3]

a.Scope of Review: The City acknowledges and recognizes the need to conserve public funds, the special nature of educational facilities, the fact that such facilities constitute a vital component of the total public infrastructure required to support existing and future development, and the fact that the ~~School~~ SLPS Board's site plans for such facilities will undergo scrutiny by several state and regional agencies. The City therefore agrees that its review of each such site plan, and each determination of consistency with the Comprehensive Plan and the applicable LDRs, shall focus upon but not be limited to the following:

1)Whether the ingress and egress to the site, with particular reference to vehicle and pedestrian safety, convenience, traffic flow and control, including traffic flow and control on the surrounding roads, and emergency access, are consistent with the Applicable LDRs;
2)Whether the water and wastewater capacities available to the site or to be constructed on site are sufficient for the proposed educational facility;
3)Whether the drainage and stormwater management facilities available to the site or to be constructed on site or in conjunction with development of the site are sufficient for the proposed educational facility;
4)Whether proposed signs and exterior lighting for the proposed educational facility, with reference to glare and traffic safety, are consistent with the applicable LDRs;
5)Whether the site plan, as proposed or with reasonable conditions, is adequate as it relates to environmental concerns and effects on adjacent property; and
6)If the site is located within a designated historic preservation, redevelopment, or other overlay zone, whether the site plan and design of the structure are consistent with the architectural guidelines and other LDRs governing such overlay zone.

Any required concurrency review of a new educational facility proposed for construction, including any appropriate capacity reservation, shall be undertaken as a part of the reviews provided in this Element. As provided in Section 1013.371(1)(a), F.S. ~~Florida Statutes~~, exempting educational facilities from local codes and ordinances, no conditional use, special exception, variance, or other process or procedure shall apply to such facilities in addition to the review provided in subsection 11.4.6.3(b)~~4.6.3(b)~~ of this Element.

b.Procedure for Review: As provided in Section 1013.33(14), F.S. ~~Florida Statutes~~, when the ~~School~~ SLPS Board proposes the construction of a new educational facility, the following consistency determination and site plan review procedure shall apply:

1)Within 45 days of receiving the submittals specified in this Element, the City staff shall (i) conduct a sufficiency review of the submission and a substantive analysis of the site plan, and (ii) schedule a review with and provide comments to ~~School~~ SLPS Board staff.
2)All comments and recommendations from the City shall be set forth in writing specifying the basis for the determination, including the determined inconsistency with the Applicable LDRs. (Modified from ILA)
3)To the extent practicable, the ~~School~~ SLPS Board shall incorporate the comments and recommendations of the City into the site plan, and the ~~School~~ SLPS Board may then proceed with development consistent with and in accordance with the procedures set forth in the State Uniform Building Code for Public Education Facilities Construction adopted as provided in Section 1013.37, F.S. ~~Florida Statutes~~.
4)Except as provided in this Agreement, no other or additional consistency determination or development approval shall be required by, of, or from the City with respect to a new educational facility proposed for construction within its respective jurisdiction.
5)Following receipt of a consistency determination, and upon request of the ~~School~~ SLPS Board, the City shall confirm to any agency exercising regulatory jurisdiction over development of such facility that the ~~School~~ SLPS Board has obtained all local government development approvals required by the City.
6)No site plan review fee shall apply but the St. Lucie County School Board shall reimburse the City for the actual cost of any required publication or other notification expense

c.Exceptions: Notwithstanding any other provision of ~~this~~ the Interlocal Agreement, as provided in Section 1013.33(15), F.S. ~~Florida Statutes~~, no consistency determination or site plan review shall be required for:

1) The placement of temporary or portable classroom facilities; or
2) Proposed renovation or construction on existing school sites, with the exception of construction that changes the primary use of a facility, includes stadiums, or results in a greater than 5 percent increase in student capacity.

11.4.7 Objective: Capital Funding Management

The City will support ~~St. Lucie County School~~ SLPS Board of efforts to effectively and efficiently manage capital funds and resources.

11.4.7.1 Policy: Alternative Funding Strategies

The City shall support the ~~St. Lucie County School~~ SLPS Board in its efforts to research and support alternative funding for school capital needs, including, but not limited to, educational benefit units, and Community Development Districts.

11.4.7.2 Policy: Private Partnering

The City shall coordinate with the ~~St. Lucie County School~~ SLPS Board to encourage the private sector to identify and implement creative solutions, such as joint use facilities and alternative design, as well as requiring land dedication and requiring adequate school facilities in residential developments.

11.4.7.3 Policy: Support for Creative Partnerships

The City shall support the ~~St. Lucie County School~~ SLPS Board by giving priority consideration for development approvals when property owners provide donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovations to existing facilities, and provide transportation alternatives.

11.4.8 Objective: Maximize Co-Location and Shared Use Opportunities

The City shall maximize co-location and shared use opportunities between the City, the ~~St. Lucie County School~~ SLPS Board, and the local governments.

11.4.8.1 Policy: Co-location of Public Facilities ~~[FLUE Policy 1.2.4]~~

The City shall require the collocation of public facilities, such as parks, libraries, and community centers, with schools to the extent possible and to encourage the use of elementary schools as focal points for neighborhoods.

11.4.8.2 Policy: Co-location and Shared Use of Facilities [ILA Section 10.1]

Collocation and shared use of facilities are important to both the ~~School~~ SLPS Board and the City. ~~School~~ SLPS Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, collocation and shared use opportunities will be considered by the City when preparing the annual update to the Comprehensive Plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.

As part of the annual update of the Annual Facilities Work Plan, the City will provide the ~~School~~ SLPS Board with planned parks, libraries and community

centers anticipated to be planned or constructed within the next five years. The ~~School~~ SLPS Board will review potential for collocation with schools.

11.4.8.3 Policy: Separate Agreement [ILA Section 10.2]

A separate agreement will be developed for each instance of collocation and shared use which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use.

11.4.8.4 Policy: Emergency Preparedness

New school facilities, and rehabilitation of existing facilities and expansions, may be designed to serve as and provide emergency shelters as required by Section 1013.372, F.S. ~~Florida Statutes~~. The City will coordinate with the ~~St. Lucie County School~~ SLPS Board, St. Lucie County and adjacent Local Governments on requirements for such efforts.

11.4.9 Objective: School Site Identification

The City, in conjunction with the ~~St. Lucie County School~~ SLPS Board, shall implement an effective process for identification of school sites.

11.4.9.1 Policy: School Site Identification

The City shall coordinate with the ~~St. Lucie County School~~ SLPS Board to identify and acquire future school sites prior to or concurrent with changes in urban service lines, land use, zoning or approval of projects generating new students.

11.4.9.2 Policy: Use of Dedicated Property

The City shall require within any developer agreement, zoning condition, or development order, the condition that any property required to be conveyed for public services to the City may be transferred to the ~~St. Lucie County School~~ SLPS Board, with or without consideration except that, as applicable, to develop educational facilities, and conversely, if the ~~St. Lucie County School~~ SLPS Board deems any donated property through a developer agreement, zoning condition or development order condition unsuitable for a school site, then it may transfer or lease said property to the City for any public use with or without consideration, as applicable. Said agreements and conditions may provide that any such properties may be transferred directly to the ~~St. Lucie County School~~ SLPS Board.

11.4.9.3 Policy: Use of Surplus Property

Before disposing of surplus property, the City shall notify the ~~St. Lucie County School~~ SLPS Board and conversely, the ~~St. Lucie County School~~ SLPS Board shall notify the City.

11.4.9.4 Policy: Conveyance of School Sites

The City shall facilitate the conveyance of land, as required by the ~~St. Lucie County School~~ SLPS Board and consistent with this Element, to address the impact of new residential development on the school system.

11.4.9.5 Policy: Density Transfer

The City shall, consistent with this Comprehensive Plan, allow for the transfer of the entitled density of a school site, onto existing developable areas of the parent site proposed for residential development or redevelopment.

Goal 11.5:

Monitoring and Evaluation of Public School Facilities Element

11.5.1 Objective: Coordinate the Comprehensive Plan with School Facilities Plans

On an ongoing basis, the City ~~of Fort Pierce~~ shall evaluate the comprehensive plan with the school facilities plans of the ~~St. Lucie County School~~ SLPS Board to ensure consistency with the Comprehensive Plan.

11.5.1.1 Policy: Coordination of Plan Amendments

The City ~~of Fort Pierce~~ and the ~~St. Lucie County *School*~~ *SLPS* Board will coordinate during updates or amendments to the City's Comprehensive Plan and updates or amendments for long-range plans for ~~School~~ SLPS Board facilities. Amendments to the Public School Facilities Element will be initiated following the procedures of the Interlocal Agreement and amendments to the Capital Improvements Element to incorporate the ~~School~~ SLPS Board's adopted Work Program shall occur prior to December 1 of each year.

11.5.1.2 Policy: Annual Meeting of the School Working Group

Consistent with the Interlocal Agreement, the School Working Group will meet at least once per year to discuss issues related to the effectiveness of implementing the Public School Facilities Element and Interlocal Agreement and discuss recommendations for change.

11.5.1.3 Policy: ~~St. Lucie County School~~ SLPS Board to Report to the Elected Officials Group

The ~~St. Lucie County School~~ SLPS l Board will annually provide a cumulative report of land use decisions and the effect of these decisions on public school capacity.

11.5.1.4 Policy: Annual Meeting of the City and the ~~St. Lucie County~~ ~~School~~ SLPS Board

On an annual basis, the City of Fort Pierce and the ~~School~~ SLPS Board will conduct a workshop on implementing the Public School Facilities Element and Interlocal Agreement.

Definitions. The terms used in this element shall be defined as follows:[ILA Section 1]

1.**Adequate school capacity** - the circumstance where there is sufficient school capacity by school type, based on adopted Level of Service (LOS) standards, to accommodate the demand created by a proposed residential development.

2.**Affected Jurisdictions** – Local governments that are parties to the Interlocal Agreement for Public School Facilities Planning and are physically located within the same SCSA(s) as the area affected by a land use decision that may increase public school enrollment.

3.**Ancillary facilities / plant** - the buildings, sites, and site improvements necessary to provide such facilities as vehicle maintenance, warehouses, maintenance, or administrative buildings necessary to provide support services to an educational program of the School Board. [ILA Section 1.1]

4.**Applicable LDRs** - the LDRs adopted by the Local Government with jurisdiction to the extent that (a) the regulations are not in conflict with or the subject regulated is not specifically addressed by Chapter 1013, Florida Statutes, or the State Uniform Building Code for Public Educational Facilities Construction adopted as provided in Section 1013.37, Florida Statutes, including the State Requirements for Educational Facilities, and (b) such regulations are specified in this Agreement as applicable to ancillary or educational facilities of the School Board. [ILA Section 1.2]

5.**Auxiliary facilities"** - the spaces located at educational plants of the School Board that are not designed for student occupant stations. [ILA Section 1.3]

6.**Capacity** - "capacity" as defined in the FISH Manual.

7.**Capacity Enhancement Agreement** – An agreement between the St. Lucie County School Board, affected jurisdictions and a private entity (land owner, developer, applicant, etc) for the mitigation of school capacity deficiencies that are anticipated to result from a land use decision.

8.**Concurrency Management System** - the requirements relating to the availability of public facilities and services to serve new development adopted by a Local Government in the manner provided in Section 163.3180, Florida Statutes. [ILA Section 1.6]

9.**Development regulatory action** - action by the City upon any proposal, application, or request to enact, adopt, approve, amend, or rescind a comprehensive plan, land use classification, zoning ordinance, zoning classification, land development rule or

regulation, conditional use, special exception, site plan, mining permit, condemnation, or other development order, permit, or approval, but not including action upon an application for a building permit. [ILA Section 1.7]

10. **TRC** - the staff development review committee, site plan technical review committee, or equivalent body, for the City. [ILA Section 1.8]

11. **Educational facilities** - shall mean the buildings and equipment, structures and special educational use areas that are built, installed, or established to serve primarily the educational purposes and secondarily the social and park and recreational purposes of the community and that may lawfully be used as authorized by the Florida K-20 Education Code (Chapters 1000-1013, Florida Statutes) and approved by the School Board. [ILA Section 1.10]

12. **Educational plant** - the educational facilities, site, and site improvements necessary to accommodate students, faculty, administrators, staff, and the activities of the educational program of each educational plant of the School Board. [ILA Section 1.11]

13. **Existing school facilities** - school facilities constructed and operational at the time a completed application for residential development is submitted to the County and Cities.

14. **Final Subdivision or Plat / Final Site Plan** – The stage in residential development where permits or development orders are approved authorizing actual construction of infrastructure, the recording of a final plat or the issuance of building permits.

15. **FISH Manual** - the document entitled "Florida Inventory of School Houses (FISH)," current edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual"). [http://www.fldoe.org/edfacil/]

16. **Land Use Decisions** – future land use amendments, rezoning and other residential development approvals under the Land Development Code that precede the application of school concurrency and do not require a Certificate of School Concurrency.

17. **LDRs** - the land development regulations adopted by the Local Government with its jurisdiction, including but not limited to (a) for the County, the St. Lucie County Land Development Code, (b) for Fort Pierce, the Zoning Ordinance of the City of Fort Pierce, and (c) for Port St. Lucie, the Port St. Lucie Zoning Code. [ILA Section 1.17]

18. **Long-range planning** - devising a systematic method based on educational information and needs, carefully analyzed, to provide the facilities to meet the goals and objectives of the School Board. [ILA Section 1.18]

19. **LPA** - the local planning agency, planning and zoning commission, zoning board, or equivalent body, designated (a) to prepare the Comprehensive Plan for a Local

Government in accordance with the Florida Community Planning Act, and/or (b) to review and recommend approval or disapproval of applications to rezone property within the jurisdiction of, or to amend the LDRs of, a Local Government. [ILA Section 1.20]

20. **New construction** - any construction of a building or unit of a building in which the entire work is new or an entirely new addition connected to an existing building. [ILA Section 1.22]

21. **Permanent FISH Capacity** - capacity that is provided by "permanent buildings," as defined in the FISH Manual.

22. **Permanent Program Capacity** – the maximum number of students that may be housed in structure that are "permanent buildings" as defined in the FISH Manual that is adjusted by the School Board annually to account for measurable programmatic changes in order to create a permanent program capacity, as set forth in the District facilities work program for a 5-year period [ILA Section 1.23]

23. **Planned school facilities** - school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted Five Year Facilities Work Program.

24. **Preliminary Subdivision or Plat / Preliminary Site Plan** – Any conceptual approval in residential that precedes the review of detailed engineering plans and/or the commencement of actual construction of infrastructure.

25. **Regional Planning Council** - the Treasure Coast Regional Planning Council, a regional planning council created as provided in Section 186.504, Florida Statutes. [ILA Section 1.16]

26. **State Requirements for Educational Facilities (SREF)** – Standards established for the design and construction of public educational facilities as adopted by the Florida Administrative Code Rule 6A.2.0010.

27. **School facilities** - any or all ancillary, auxiliary, and educational facilities of the School Board. [ILA Section 1.17]

28. **Site** - a space of ground occupied or to be occupied by an ancillary or educational facility or program. [ILA Section 1.18]

29. **Site development** - work that must be performed on an unimproved site in order to make it usable for the desired purpose; or, work incidental to new construction or to make an addition usable. [ILA Section 1.19]

30. **Site improvement** - work that must be performed on an existing site to improve its utilization, correct health and safety deficiencies, meet special program needs, or provide additional service areas. [ILA Section 1.20]

31. **Superintendent** - the Superintendent of Schools for St. Lucie County, Florida. [ILA Section 1.21]

32. **Utilization of capacity** - current enrollment at the time of a completed application for residential development.

33. **Work Program** - the School District's Five Year Facilities Work Program adopted pursuant to section 1013.35, F.S.

34. **Measurable programmatic change** - means a change to the operation of a school or the use of the school facility that has consistently and measurably modifies the capacity such as the use of classrooms for special education or other special purposes.

35. **School Type** - Elementary Schools are grades Pre Kindergarten Exceptional Student Education (PK- ESE) through 5; Middle Schools are grades 6 through 8; and High School are grades 9 through 12.

PROPERTY RIGHTS ELEMENT

Effective July 1, 2021, under Chapter 163, Florida Statutes, each local government is required to adopt and include a Property Rights Element in its comprehensive plan. Inclusion of the property rights element is intended to protect private property rights and to ensure they are considered in local decision-making. The City of Fort Pierce adopted a Property Rights Element into the City comprehensive plan on November 15, 2021.

GOALS, OBJECTIVES, AND POLICIES

~~**Goal 12.1**~~

The City shall respect judicially acknowledged and constitutionally protected private property rights in its local decision-making processes.

12.1.1 *Objective:*

The City shall ensure that private property rights are considered in local decision-making to the extent that they are protected through the legal system and the law and order of the government.

12.1.1.1 Policy:

The City shall consider the right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

12.1.1.2 Policy:

The City shall consider the right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.

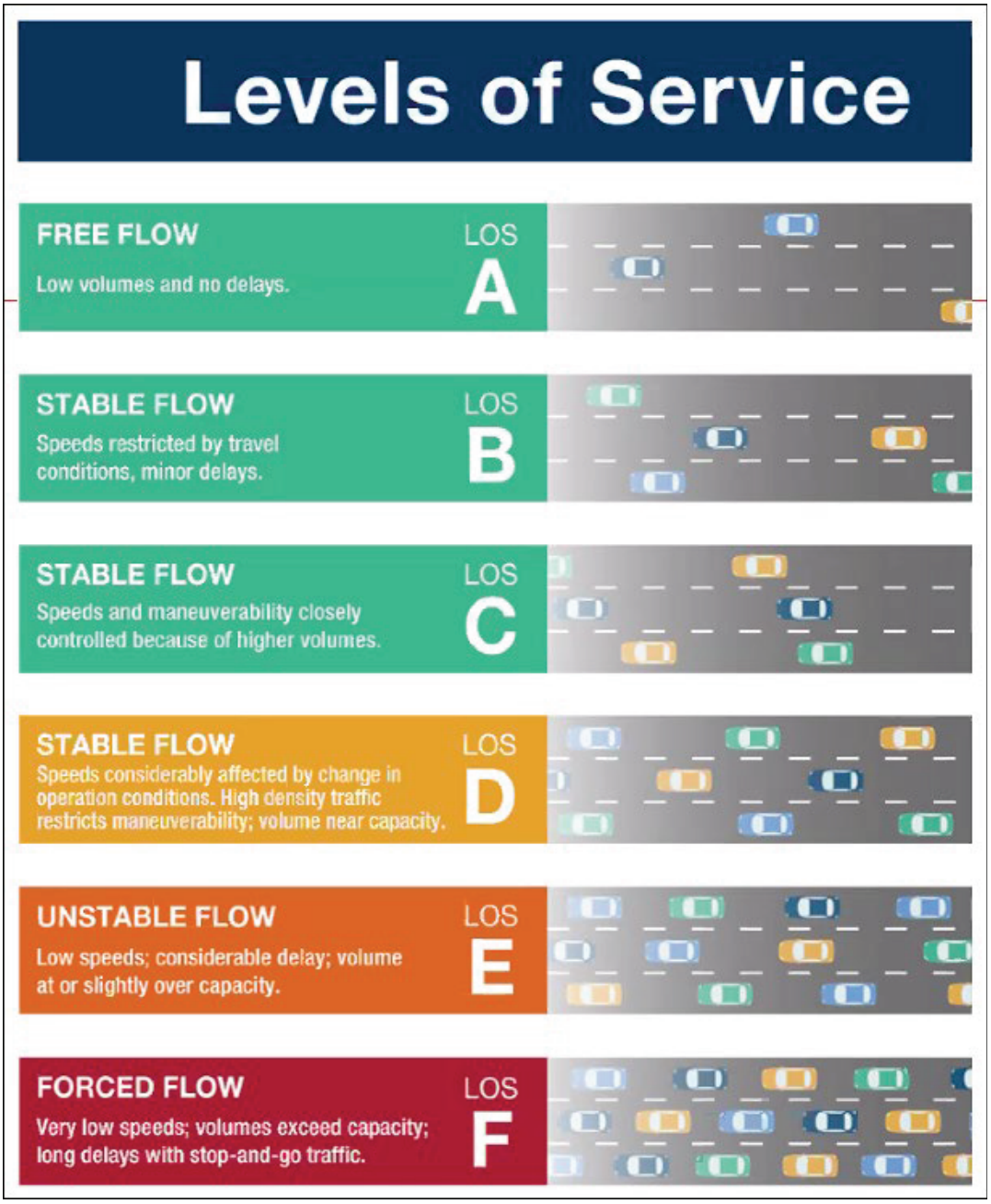
12.1.1.3 Policy:

The City shall consider the right of a property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

12.1.1.4 Policy:

The City shall consider the right of a property owner to dispose of their property through sale or gift.

Appendix 2-1: Level of Service Standards



Source: Transportation for America, (2025, December 16). *Level of Service.* https://t4america.org/resource/community-connectors/what-they-mean/level-of-service/

Appendix 2-2: Traffic Counts and Level of Service Report 2025

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Roadway Name	Location	STATION ID	2025 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
2ND ST	CITRUS AVE to ORANGE AVE	601	1,789	2022	540	127	C	0.24	132	C	0.24
2ND ST	ORANGE AVE to AVENUE A	602	2,018	2022	540	125	C	0.23	125	C	0.23
7TH ST	SUNRISE BLVD to GEORGIA AVE	519	1,147	2023	600	76	C	0.13	90	C	0.15
7TH ST	GEORGIA AVE to DELAWARE AVE	517	1,865	2023	790	140	C	0.18	150	C	0.19
7TH ST	DELAWARE AVE to CITRUS AVE	515	2,492	2023	790	174	C	0.22	163	C	0.21
7TH ST	CITRUS AVE to ORANGE AVE	515	2,492	2023	750	174	C	0.23	163	C	0.22
7TH ST	ORANGE AVE to AVENUE C	603	2,599	2022	750	184	C	0.25	186	C	0.25
7TH ST	AVENUE C to AE BACKUS AVE	603	2,599	2022	540	184	C	0.34	186	C	0.34
7TH ST	AE BACKUS AVE to AVENUE D	603	2,599	2022	750	184	C	0.25	186	C	0.25
7TH ST	AVENUE D to AVENUE H	604	1,723	2022	750	116	C	0.15	117	C	0.16
10TH ST	DELAWARE AVE to ORANGE AVE	605	1,531	2022	600	101	C	0.17	91	C	0.15
10TH ST	ORANGE AVE to AVENUE C	605	1,531	2022	600	101	C	0.17	91	C	0.15
10TH ST	AVENUE C to AVENUE D	605	1,531	2022	540	101	C	0.19	91	C	0.17
13TH ST	VIRGINIA AVE to NEBRASKA AVE	527	6,217	2023	750	423	D	0.56	401	D	0.53
13TH ST	NEBRASKA AVE to GEORGIA AVE	527	6,217	2023	790	423	D	0.54	401	D	0.51
13TH ST	GEORGIA AVE to DELAWARE AVE	525	4,469	2021	750	219	C	0.29	227	C	0.30
13TH ST	DELAWARE AVE to ORANGE AVE	523	3,569	2022	750	222	C	0.30	193	C	0.26
13TH ST	ORANGE AVE to AVENUE B	521	2,921	2022	750	162	C	0.22	157	C	0.21
13TH ST	AVENUE B to AVENUE D	521	2,921	2022	750	162	C	0.22	157	C	0.21
13TH ST	AVENUE D to AVENUE H	165	2,487	2022	750	133	C	0.18	133	C	0.18
13TH ST	AVENUE H to AVENUE I	165	2,487	2022	540	133	C	0.25	133	C	0.25
13TH ST	AVENUE I to AVENUE O	165	2,487	2022	540	133	C	0.25	133	C	0.25
13TH ST	AVENUE O to AVENUE Q	165	2,487	2022	540	133	C	0.25	133	C	0.25
17TH ST	GEORGIA AVE to DELAWARE AVE	606	2,386	2022	600	150	C	0.25	147	C	0.25
17TH ST	DELAWARE AVE to ORANGE AVE	607	5,412	2023	790	275	C	0.35	260	C	0.33
17TH ST	ORANGE AVE to AVENUE D	608	2,263	2021	750	127	C	0.17	120	C	0.16
17TH ST	AVENUE D to AVENUE Q	608	2,263	2021	750	127	C	0.17	120	C	0.16
29TH ST	AVENUE D to ORANGE AVE	774	4,100	2025	790	216	C	0.27	220	C	0.28
29TH ST	AVENUE D to AVENUE Q	774	4,100	2025	790	216	C	0.27	220	C	0.28
AE BACKUS AVE	7TH ST to US 1	632	931	2022	750	66	C	0.09	68	C	0.09
AVENUE A	7TH ST to US 1	765	2,000	2025	790	231	C	0.29	234	C	0.30
AVENUE A	US 1 to INDIAN RIVER DR	766	2,700	2025	600	157	C	0.26	151	C	0.25
AVENUE D	29TH ST to 25TH ST	164	4,287	2022	790	229	C	0.29	236	C	0.30
AVENUE D	25TH ST to 17TH ST	163	4,619	2021	750	229	C	0.31	225	C	0.30
AVENUE D	17TH ST to 13TH ST	162	2,771	2022	750	154	C	0.21	146	C	0.19
AVENUE D	13TH ST to 10TH ST	161	1,552	2022	750	80	C	0.11	81	C	0.11
AVENUE D	10TH ST to 7TH ST	160	2,382	2022	750	121	C	0.16	125	C	0.17
AVENUE D	7TH ST to US 1	160	2,382	2022	750	121	C	0.16	125	C	0.17
AVENUE I	25TH ST to 17TH ST	620	1,817	2022	750	132	C	0.18	109	C	0.15
AVENUE I	17TH ST to 13TH ST	620	1,817	2022	750	132	C	0.18	109	C	0.15
AVENUE H	13TH ST to 7TH ST	618	1,782	2022	540	105	C	0.19	105	C	0.19
AVENUE H	7TH ST to US 1	619	1,565	2022	750	86	C	0.11	84	C	0.11
AVENUE Q	25TH ST to 17TH ST	701	3,359	2021	750	196	C	0.26	204	C	0.27
AVENUE Q	17TH ST to 13TH ST	701	3,359	2021	540	196	C	0.36	204	C	0.38

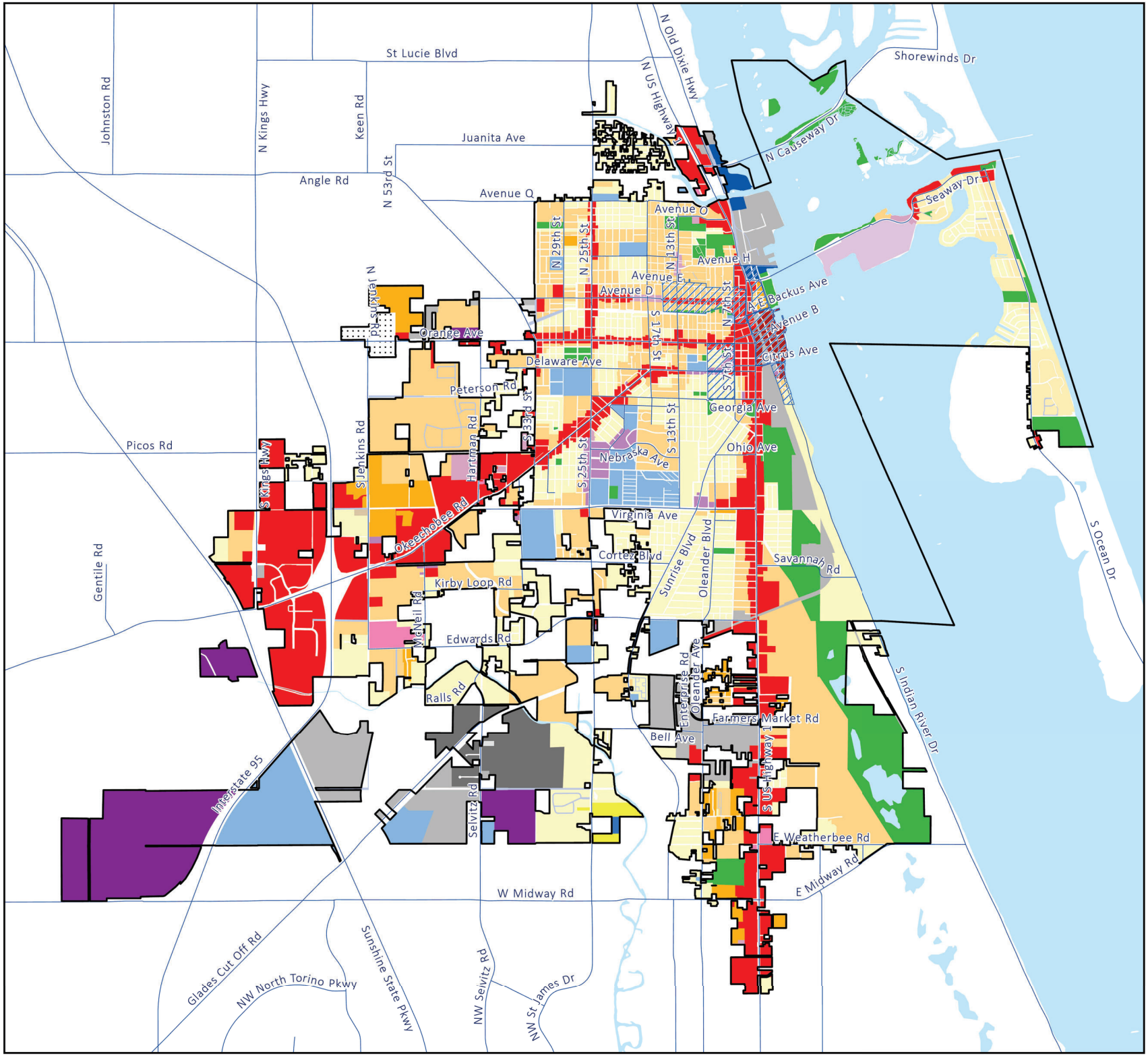
Appendix 2-2: Traffic Counts and Level of Service Report 2025

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Roadway Name	Location	STATION ID	2025 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
AVENUE O	13TH ST to US 1	685	2,009	2022	540	114	C	0.21	111	C	0.21
AVENUE C	10TH ST to 7TH ST	631	350	2022	540	30	C	0.06	27	C	0.05
CITRUS AVE	7TH ST to US 1	643	992	2023	750	146	C	0.19	146	C	0.19
CITRUS AVE	US 1 to 2ND ST	764	6,100	2025	790	391	D	0.49	401	D	0.51
CITRUS AVE	2ND ST to INDIAN RIVER DR	644	3,543	2022	540	214	C	0.40	227	C	0.42
DELAWARE AVE	HARTMAN RD to 33RD ST	662	1,566	2022	600	306	D	0.51	236	C	0.39
DELAWARE AVE	33RD ST to 25TH ST	500	1,942	2022	1,710	145	C	0.08	151	C	0.09
DELAWARE AVE	25TH ST to OKEECHOBEE RD	772	2,300	2025	1,220	135	C	0.11	125	C	0.10
DELAWARE AVE	OKEECHOBEE RD to 13TH ST	663	10,644	2023	790	597	D	0.76	567	D	0.72
DELAWARE AVE	13TH ST to 10TH ST	664	7,780	2024	750	450	D	0.60	418	D	0.56
DELAWARE AVE	10TH ST to 7TH ST	664	7,780	2024	600	450	D	0.75	418	D	0.70
DELAWARE AVE	7TH ST to US 1	665	6,512	2023	750	421	D	0.56	380	D	0.51
GARDENIA AVE	OLEANDER AVE to US 1	666	2,511	2022	750	194	C	0.26	184	C	0.25
GEORGIA AVE	25TH ST to OKEECHOBEE RD	667	4,054	2023	600	236	C	0.39	226	C	0.38
GEORGIA AVE	OKEECHOBEE RD to 17TH ST	667	4,054	2023	750	236	C	0.31	226	C	0.30
GEORGIA AVE	17TH ST to 13TH ST	508	4,817	2023	600	245	C	0.41	247	C	0.41
GEORGIA AVE	13TH ST to 7TH ST	506	2,211	2023	600	134	C	0.22	150	C	0.25
GEORGIA AVE	7TH ST to US 1	504	1,972	2023	600	109	C	0.18	117	C	0.20
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	762	6,200	2025	750	378	D	0.50	395	D	0.53
INDIAN RIVER DR	ORANGE AVE to AVENUE A	762	6,200	2025	750	378	D	0.50	395	D	0.53
INDIAN RIVER DR	AVENUE D to SEAWAY DR	761	6,900	2025	790	371	C	0.47	392	D	0.50
INDIAN RIVER DR	AVENUE A to AVENUE D	761	6,900	2025	540	371	D	0.69	392	D	0.73
NEBRASKA AVE	25TH ST to 13TH ST	684	3,389	2022	1,710	225	C	0.13	173	C	0.10
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	3,655	2022	540	193	C	0.36	214	C	0.40
OHIO AVE	COLONIAL RD to US 1	686	3,655	2022	750	193	C	0.26	214	C	0.29
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	13,254	2023	2,100	685	C	0.33	676	C	0.32
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	13,254	2023	1,630	685	C	0.42	676	C	0.41
OKEECHOBEE RD	35TH ST to 33RD ST	689	15,788	2023	1,630	822	D	0.50	787	D	0.48
OKEECHOBEE RD	33RD ST to 25TH ST	689	15,788	2023	1,630	822	D	0.50	787	D	0.48
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	11,662	2023	1,630	675	C	0.41	599	C	0.37
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	11,662	2023	1,710	675	C	0.39	599	C	0.35
ORANGE AVE	2ND ST to INDIAN RIVER DR	760	3,500	2025	750	328	C	0.44	330	C	0.44
SAVANNAH RD	US 1 to INDIAN RIVER DR	514	2,013	2023	540	125	C	0.23	129	C	0.24
SUNRISE BLVD	OLEANDER AVE to 7TH ST	708	4,834	2022	1,540	278	C	0.18	341	C	0.22
SUNRISE BLVD	7TH ST to US 1	708	4,834	2022	1,710	278	C	0.16	341	C	0.20

Countywide Performance
Weighted V/C = **21.49**
% VMT below Standard = **33.92%**

Source: St. Lucie County Transportation Planning Organization. (2025 December 16). *Traffic Counts and Level of Service Report 2025.*



Comprehensive Plan Map Series

GOP Map 1-1
2045 Future Land Use

- City
- Roads
- Historic Districts

FutureLandUse

- Low Density Residential
- County Residential Suburban
- Hutchinson Island Residential
- County Residential Urban
- Medium Density Residential
- High Density Residential
- Boundary Commercial
- Neighborhood Commercial
- General Commercial
- Central Business District
- Marine Commercial
- Hutchinson Island Mixed Use
- Mixed Use Development
- Offices - Professional and Business Services
- Institutional
- Public Facilities
- Boundary Industrial
- Industrial
- Heavy Industrial
- Conservation & Open Space
- Right of Way
- Retain County Future Land Use

N
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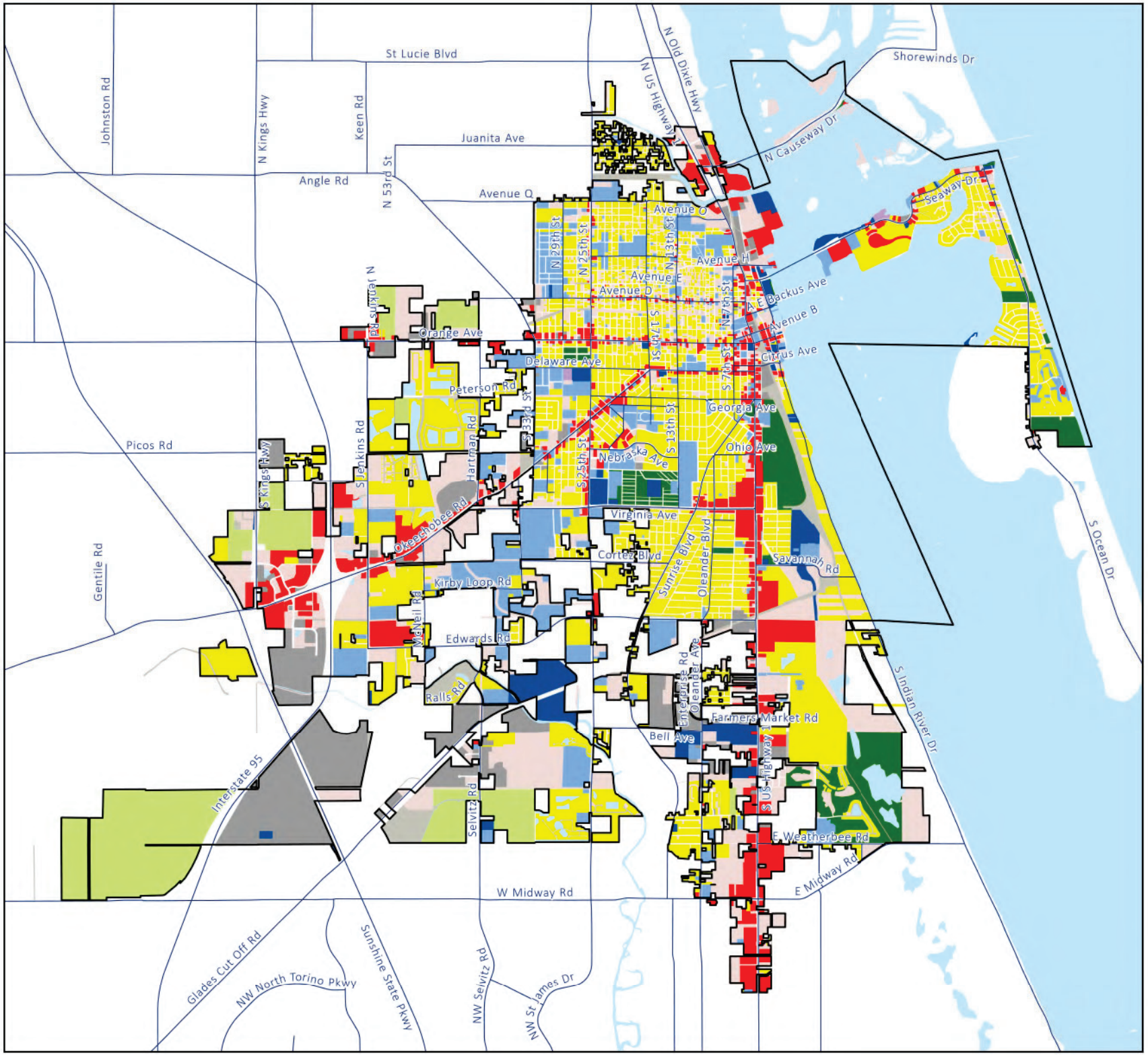
0 0.5 1 Miles

Source: City of Fort Pierce
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 1-2
Existing Land Use

City
Roads

Existing Land Use

- Residential
- Commercial
- Industrial
- Institutional
- Government Lands
- Utilities/Transportation
- Military
- Recreation
- Agriculture
- Water
- Vacant

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W E
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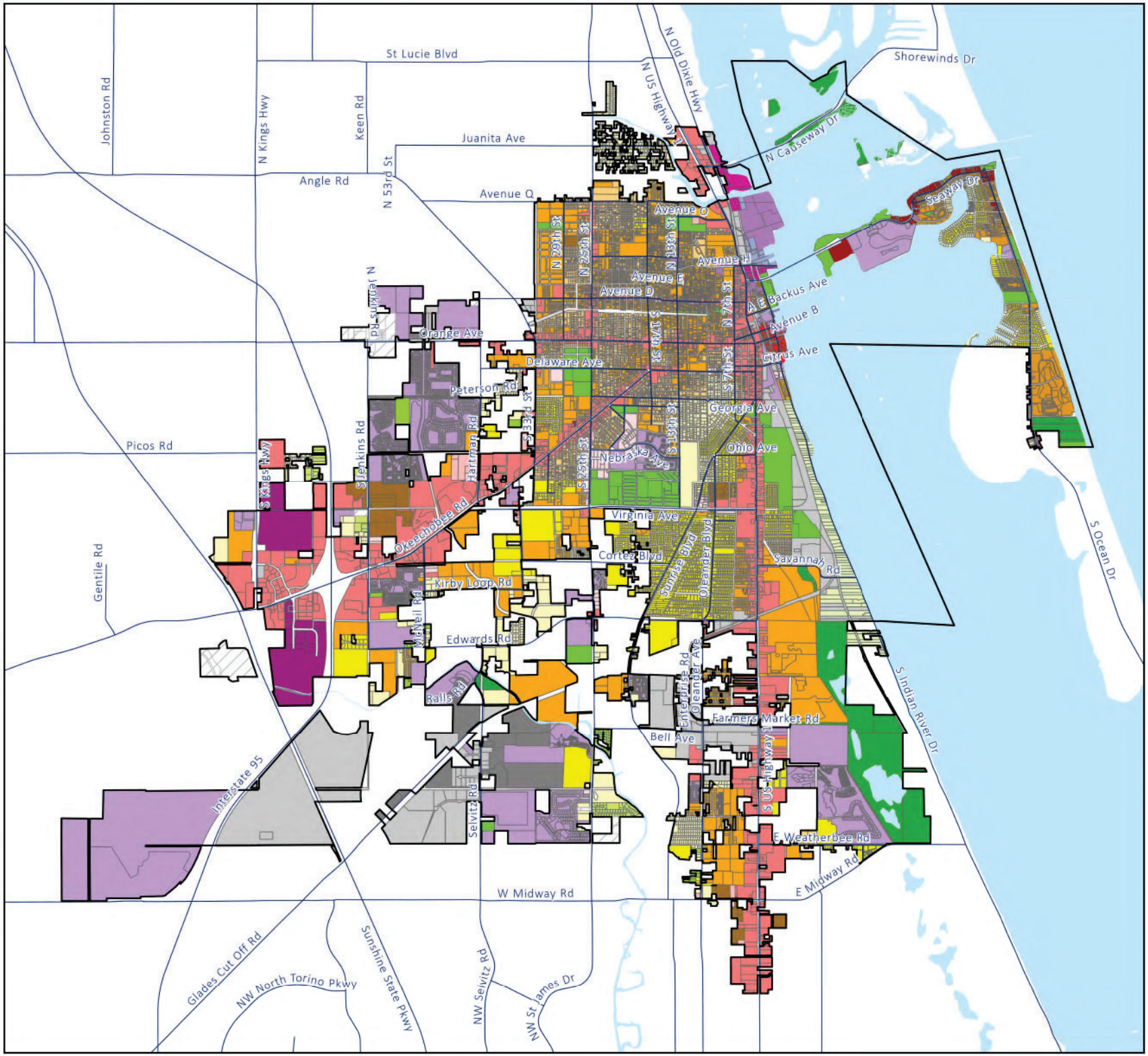
0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: City of Fort Pierce
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 1-3 Zoning

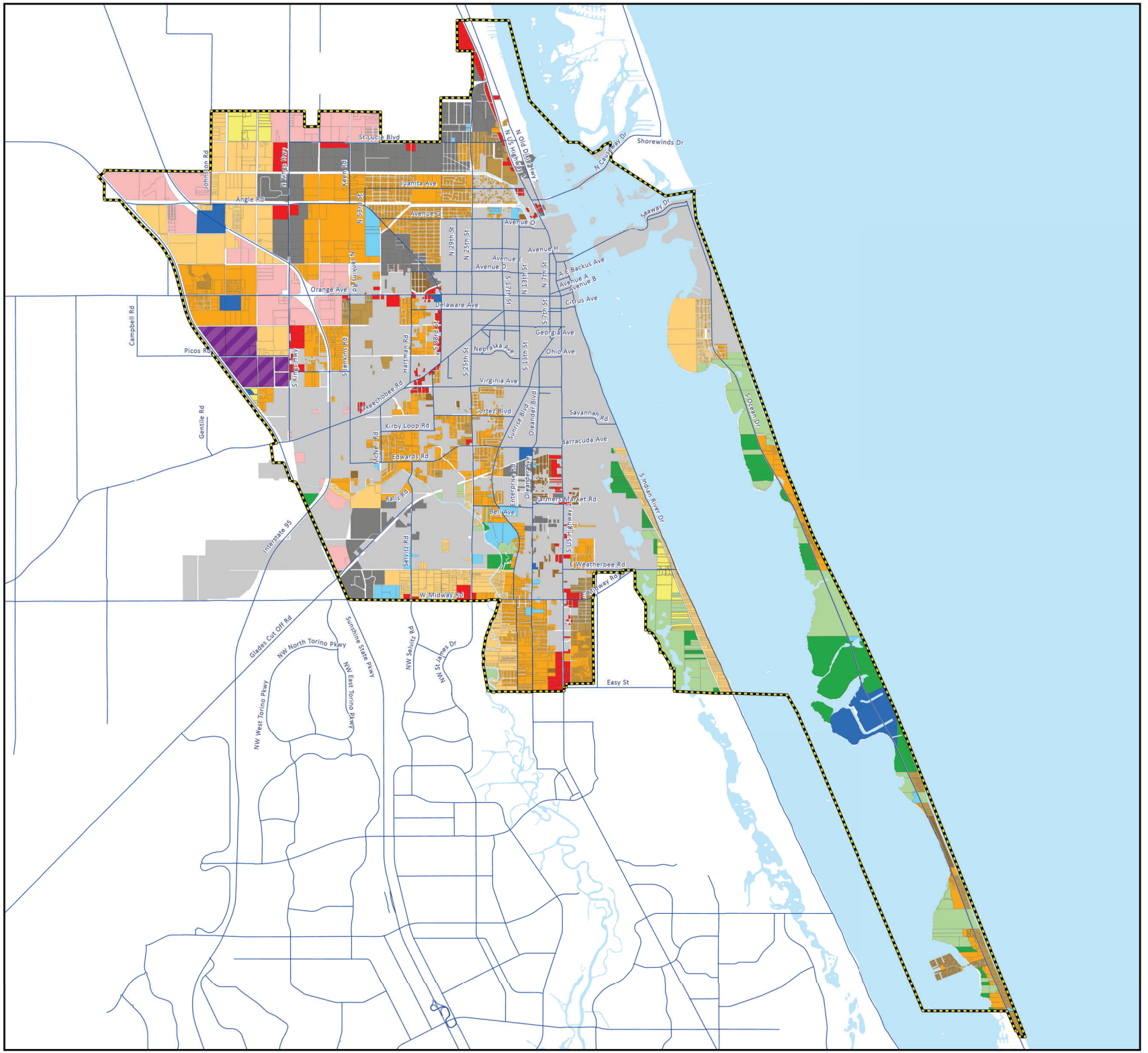
- E-1 Single Family Estate
- E-2 Res. Single Family 2 du/ac
- E-3 Res. Single Family 3 du/ac
- R-1 Single Family Low
- R-2 Single Family Intermediate
- R-3 Single Family Moderate
- R-4 Medium Density Residential
- R-4A Hutchinson Island Medium Density Residential
- R-5 High Density Residential
- ES Edgartown Settlement
- C-1 Office Commercial
- C-2 Neighborhood Commercial
- C-3 General Commercial
- C-4 Central Commercial
- C-5 Tourist Commercial
- C-6 Marine Commercial
- CP-1 Commercial Parkway
- I-1 Light Industrial
- I-2 Marine Industrial
- I-3 Heavy Industrial
- OS-1 Gen. & Rec. Open Space
- OS-2 Conservation Open Space
- PD Planned Development
- PUR Planned Unit Redev.
- ROW Right of Way
- Retain County Zoning

N
W E
S

0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: City of Fort Pierce
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 1-4 Future Land Use Advisory Map Within Fort Pierce Urban Service Boundary

- Urban Service Boundary (USB)
- City
- Roads

USB Future Land Use

- Residential Estate
- Residential Suburban
- Residential Urban
- Residential Medium
- Residential High
- Residential/Conservation
- Conservation-Public
- Mixed Use Development
- Commercial
- Industrial
- Special District
- Public Facilities
- Transportation Utilities

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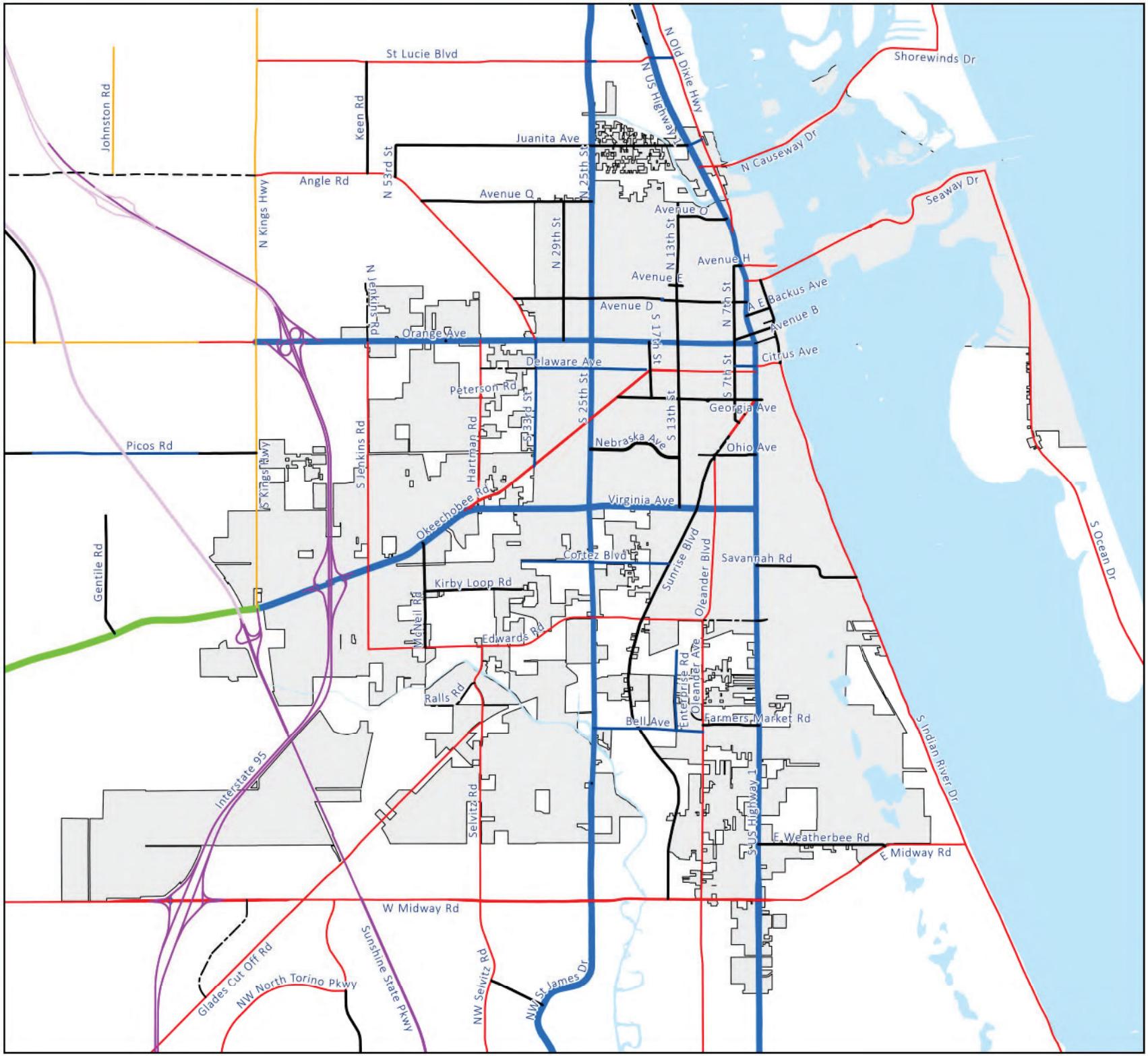
S

0 0.5 1 2 Miles

Source: City of Fort Pierce
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 2-1 Functional Classification

City

Functional Classification

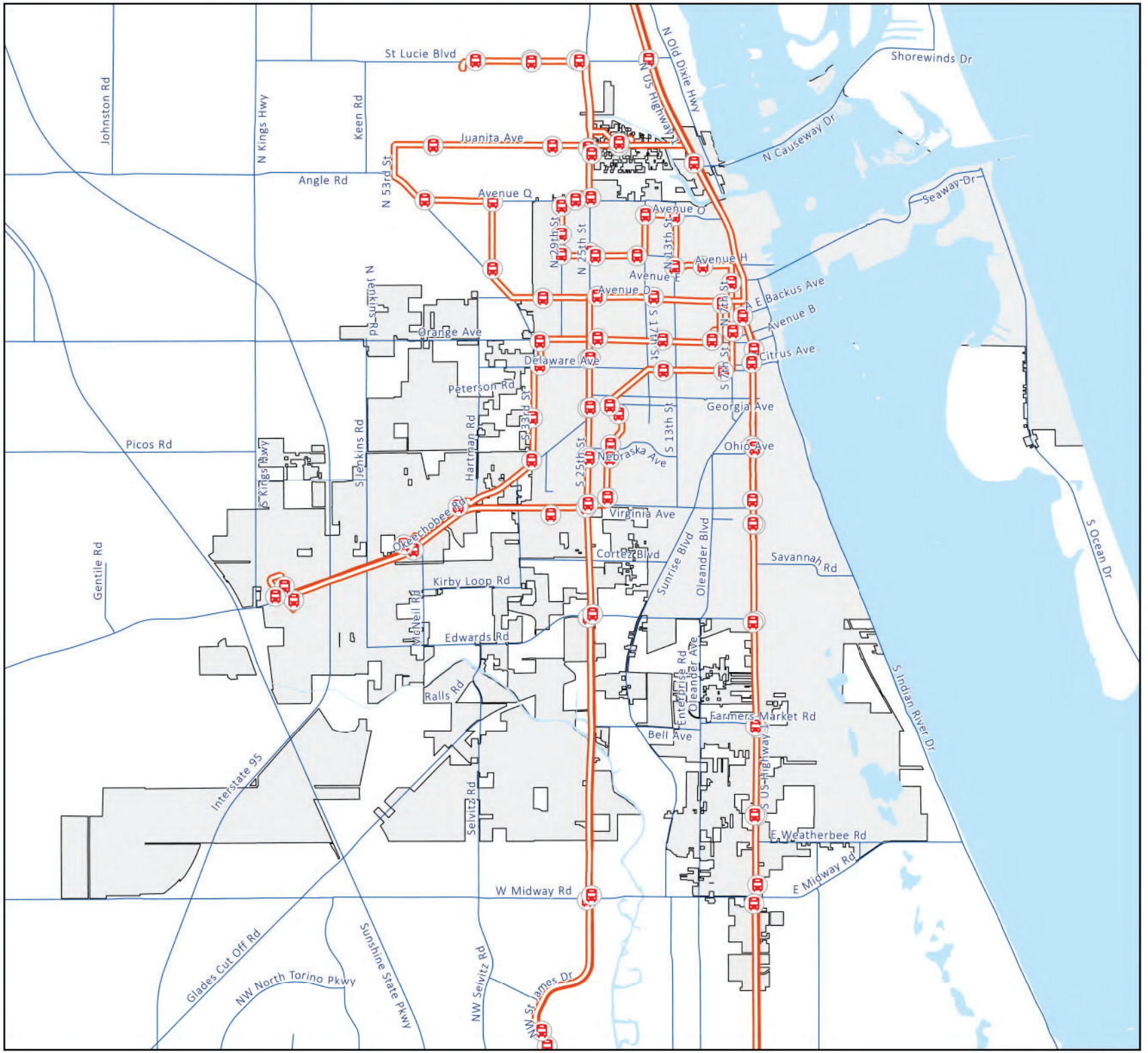
- Urban - Principal Arterial
- Rural - Principal Arterial
- Urban - Minor Arterial
- Rural - Minor Arterial
- Urban - Collector
- Urban - Major Collector
- Rural - Major Collector
- Urban - Minor Collector
- Urban - Interstate, Freeways, Expressways
- Rural - Interstate, Freeways, Expressways

N W E S

0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: City of Fort Pierce
Effective Date: January 2026



Comprehensive Plan Map Series

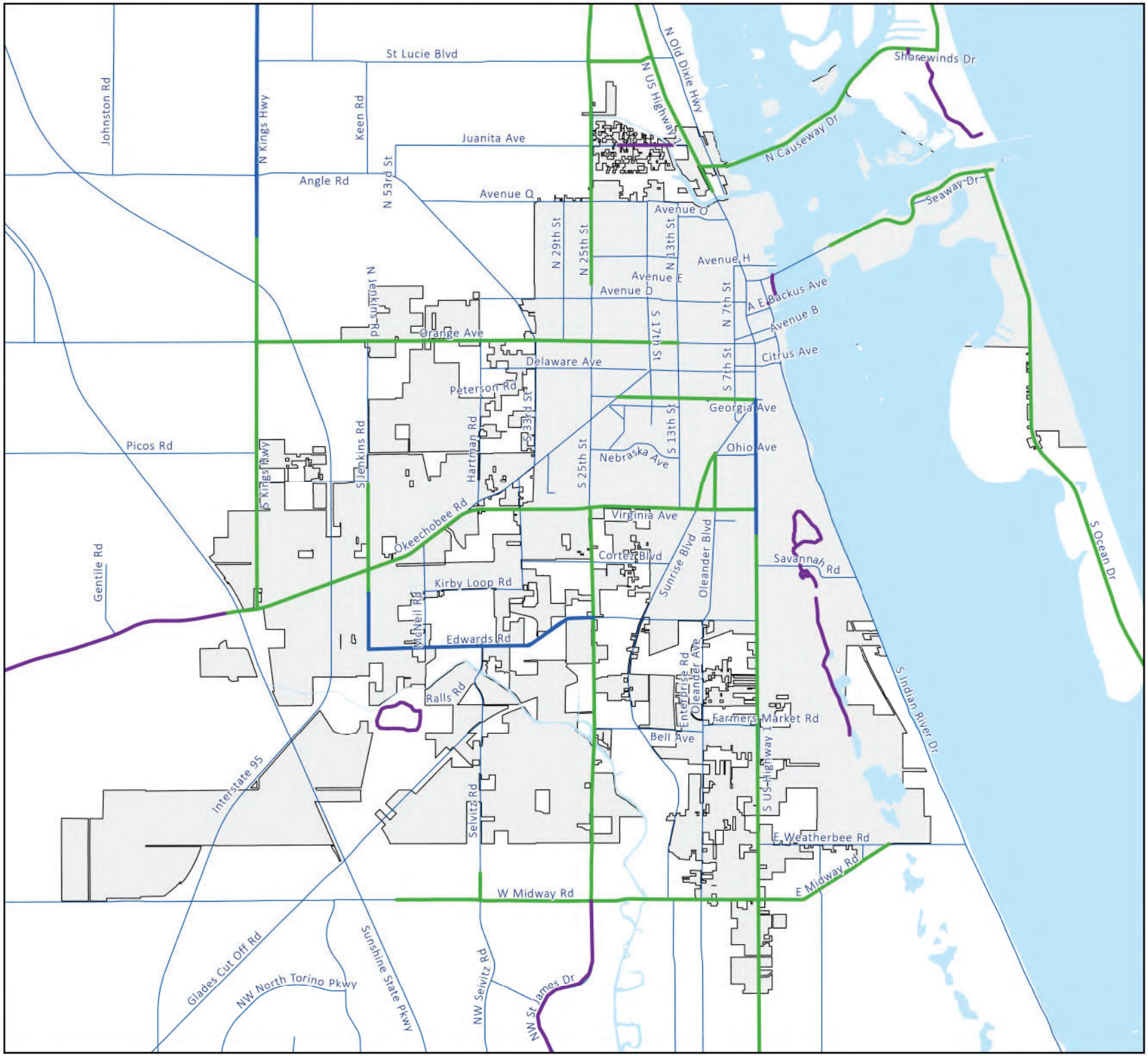
GOP Map 2-2 Mass Transit

- City
- Roads
- Bus Stops
- Transit Bus Routes

N
W E
S

0 0.5 1 Miles

Source: St Lucie County
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 2-3
Bicycle Facilities and Multiuse Trails

City

Roads

TPO Bike Facilities 2023

Existing Bike Lane

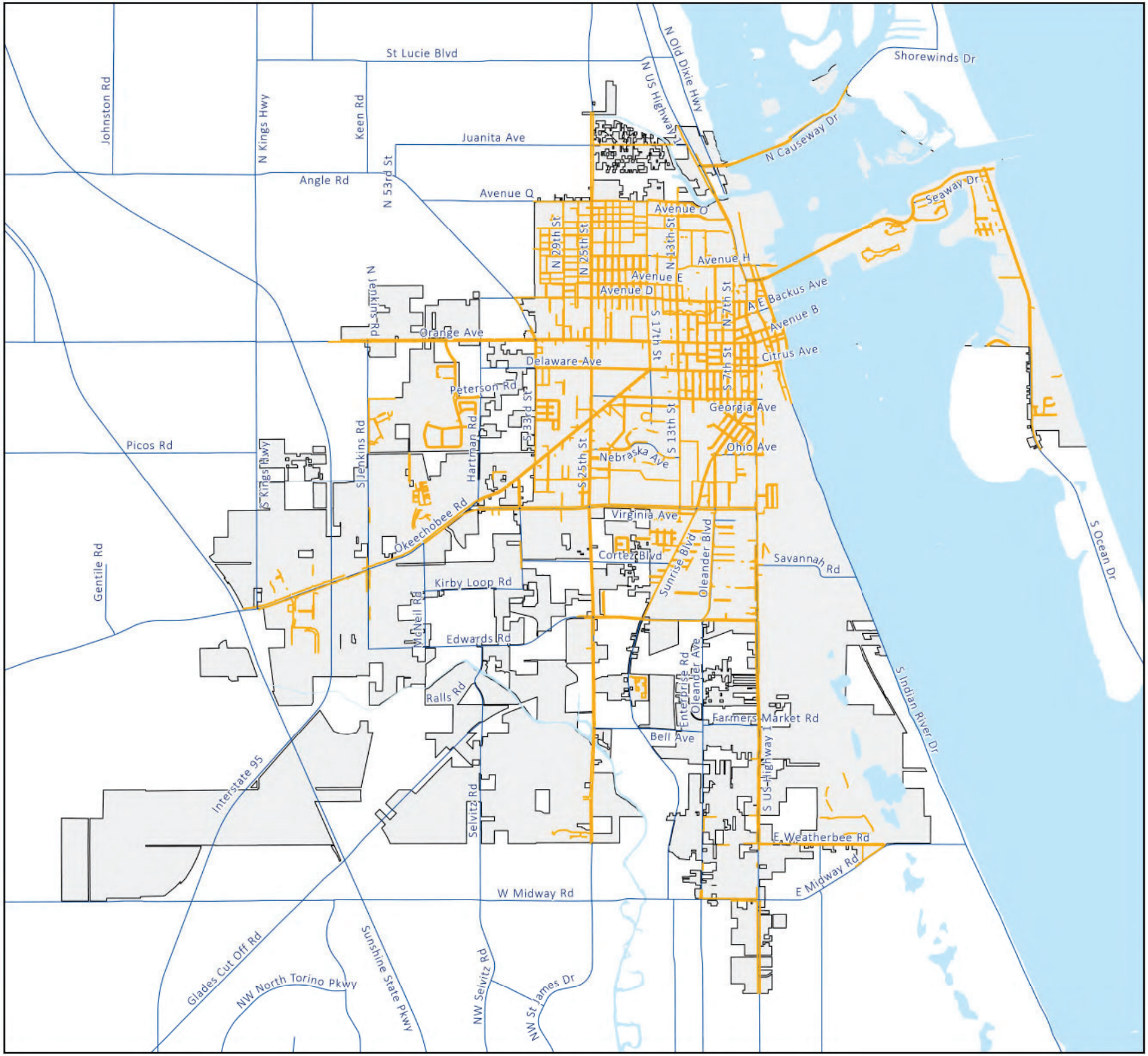
Multi-Use Pathway

Paved Shoulder

N
W E
S

0 0.5 1 Miles

Source: St. Lucie TPO
Effective Date: January 2026



FORT PIERCE, FL · THE SUNRISE CITY

Comprehensive Plan Map Series

GOP Map 2-4 Pedestrian Facilities

- City
- Roads
- Sidewalks (within city boundary)

N
W E
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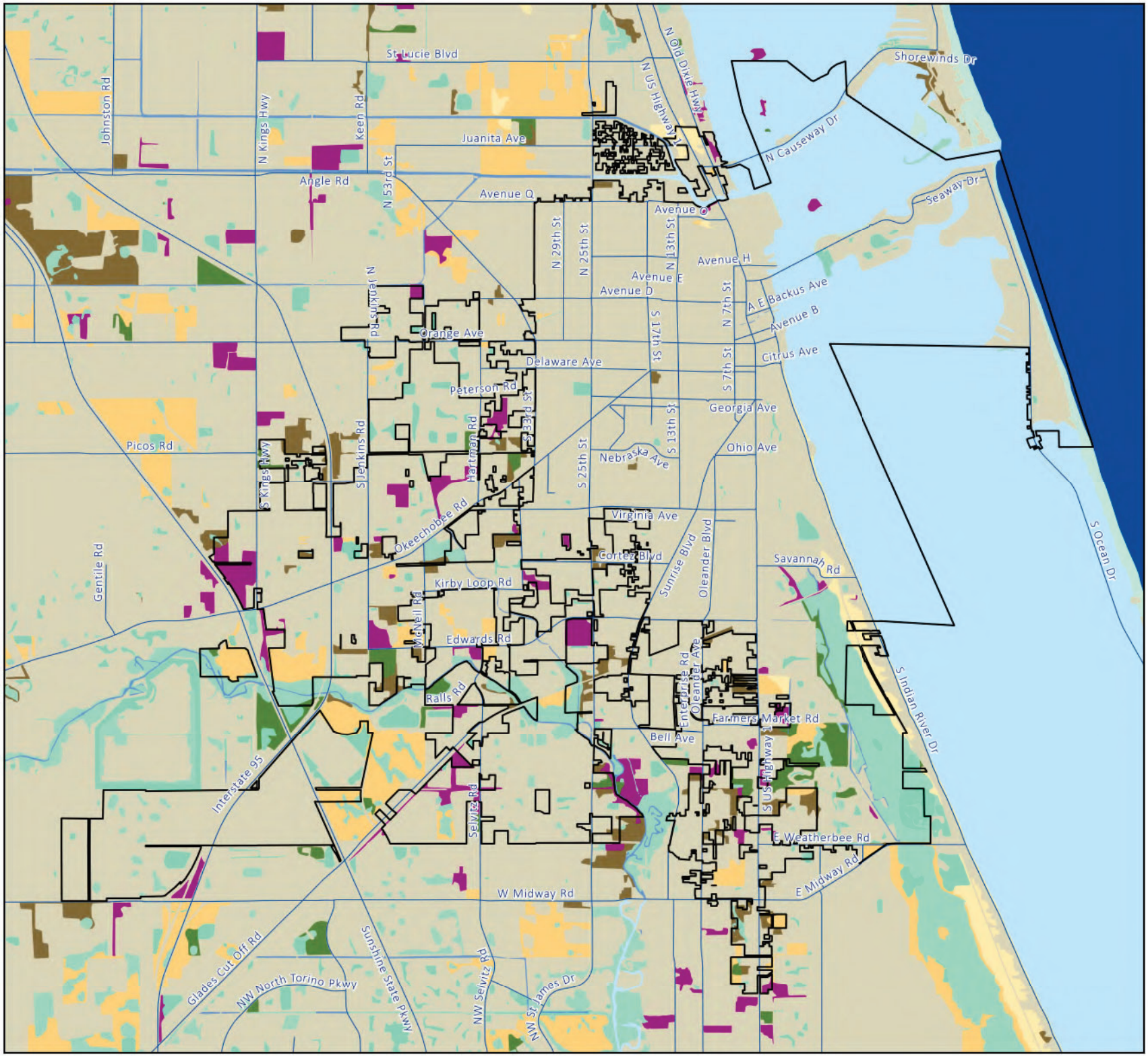
0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: City of Fort Pierce
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 4-1 Natural Resources and Land Cover

City

Roads

Land Cover

- Uplands - Hardwood Forested Uplands (1100)
- Uplands - High Pine and Scrub (1200)
- Uplands - Pine Flatwoods and Dry Prairie (1300)
- Uplands - Shrub and Brushland (1500)
- Uplands - Coastal Uplands (1600)
- Uplands - Barren, Sinkhole and Outcrop Communities (1700)
- Cultural Terrestrial (1800)
- Wetlands - Palustrine (2000)
- Wetlands - Lacustrine (3000)
- Wetlands - Riverine (4000)
- Wetlands - Estuarine (5000)
- Wetlands - Marine (6000)
- Exotic Plants (7000)
- Unconsolidated substrate (9000)

N
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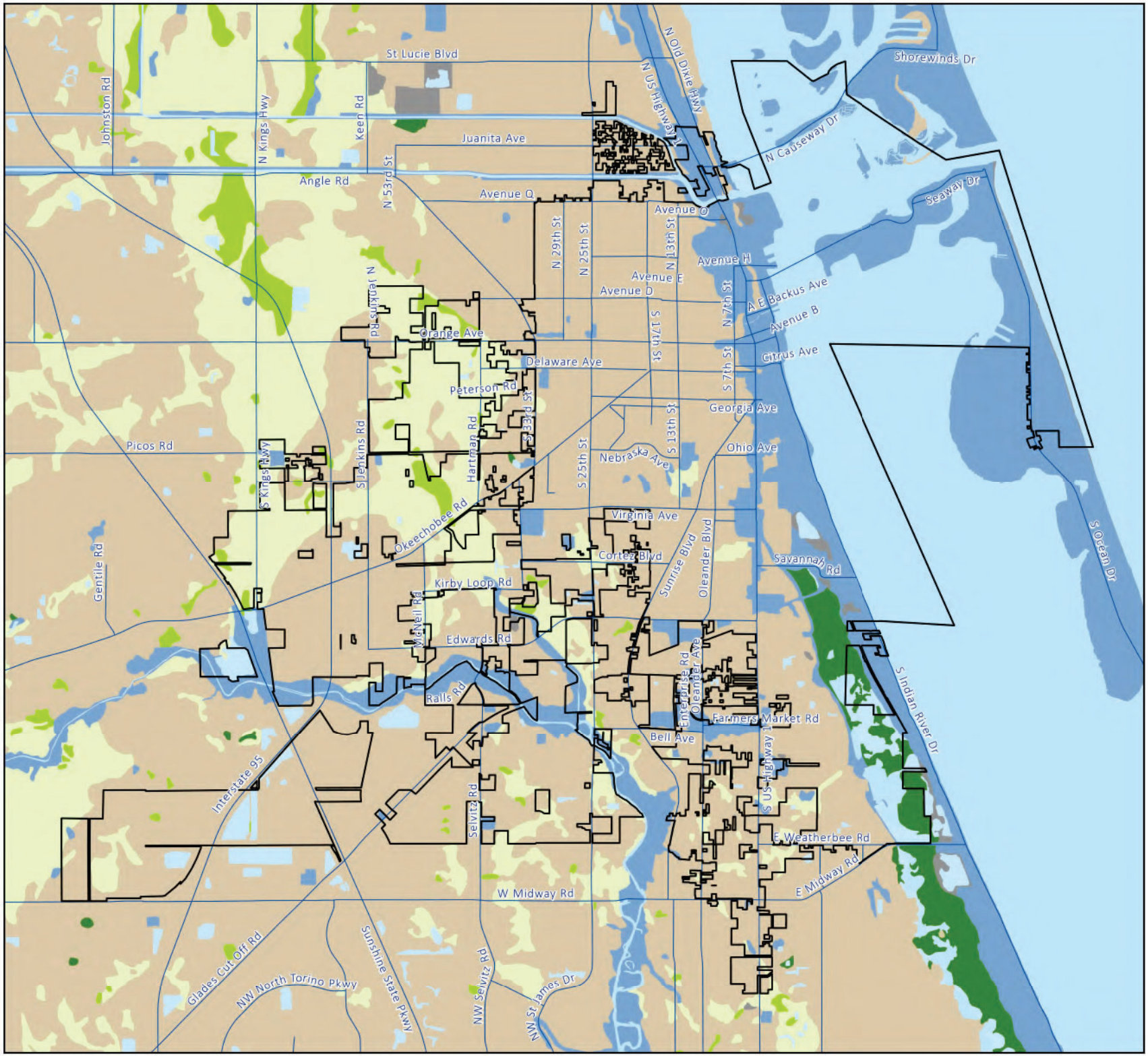
S

0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: FWC and FNAI, Dec 2024
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 4-2 Soils

City

Roads

Soils

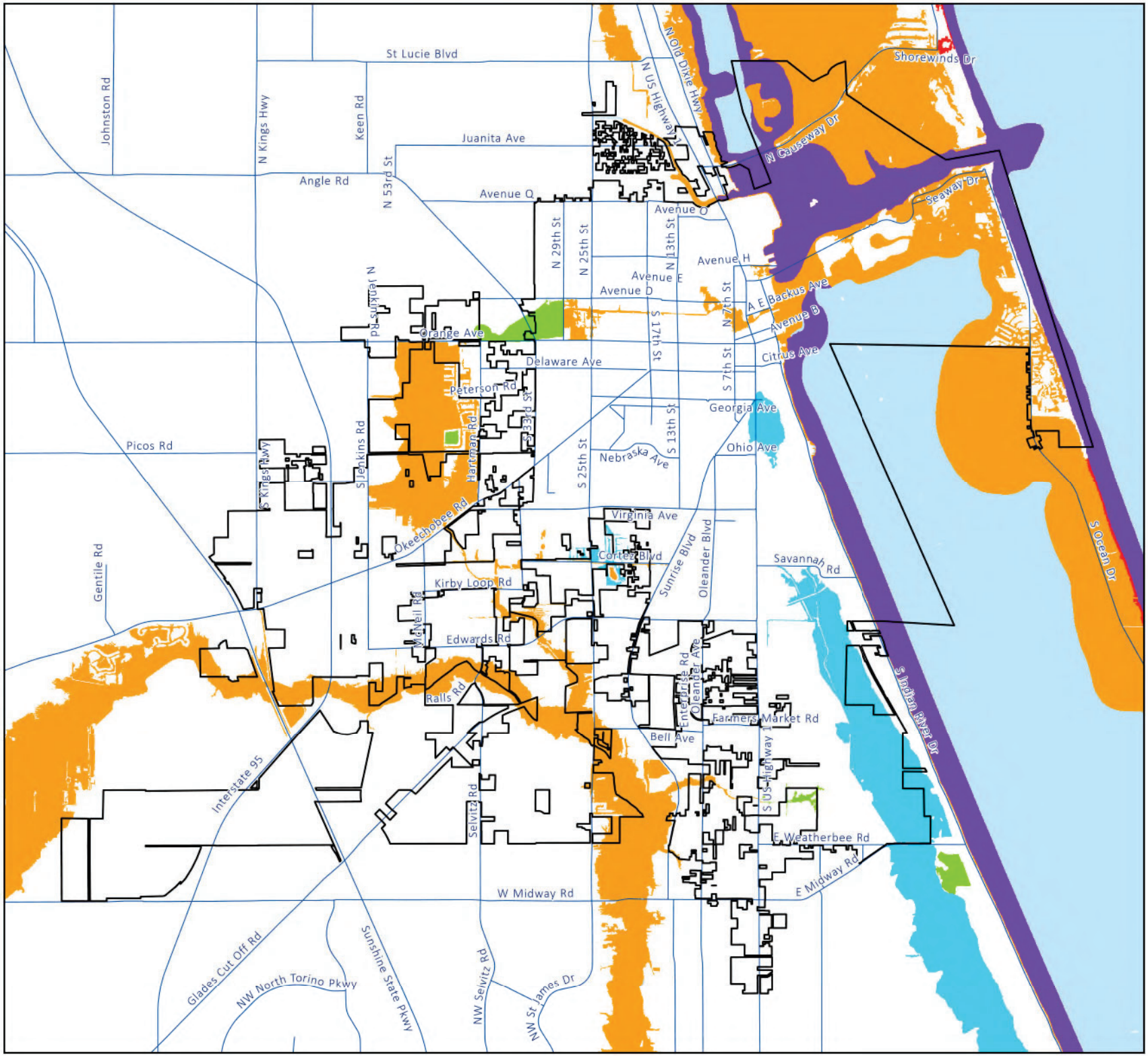
- Alfisols
- Bodies of Water
- Entisols
- Histosols
- Mollisols
- No Soil
- Spodosols

N
W E
S

0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: Esri, USDA NRCS Dec 2024
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 5-1
Flood Hazard Zones of the Digital Flood Insurance Rate Map (DFIRM)
100-Year Flood Zones
December 2024

City
Roads
Water
Flood Zones
AE
A
AH
VE
AO

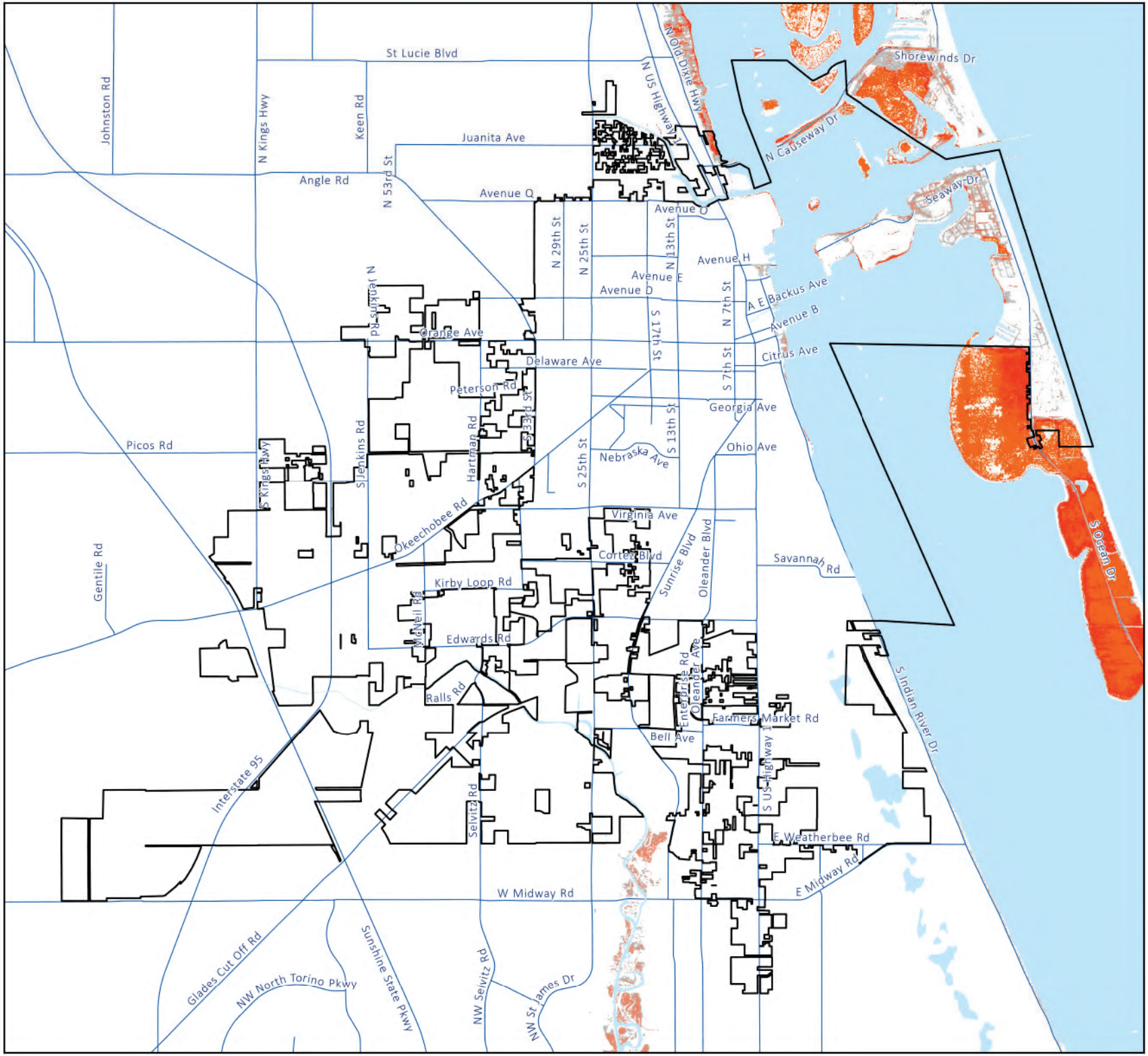
See Federal Emergency Management Agency (FEMA) Map for precise delineation:
Flood Maps | FEMA.gov

N
W E
S

0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: FEMA FIRM 2025
Effective Date: January 2026



Comprehensive Plan Map Series

GOP Map 5-2 Coastal High Hazard Area (CHHA)

City

Roads

Water

CHHA

See National Oceanic and Atmospheric Administration (NOAA) for precise delineation: SLOSH | NHC.NOAA.gov

COASTAL HIGH HAZARD AREA F.S. 163.3178
Area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes ("SLOSH") computerized storm surge model.

N
W E
S

0 0.5 1 Miles

TREASURE COAST TCRPC REGIONAL PLANNING COUNCIL

Source: NOAA September 2025
Effective Date: January 2026

Appendix 8-1: Coordinating Agencies

The following abbreviations apply to Nature of Relations

AE - Advise and Encourage
AP - Approval, Permit
TA - Technical Assistance
CA - City Agency
FA – Formal Agreement
FN - Formal Notice
IN - Informal Notice
OA - Outside Agencies
PM -periodic Meetings to Coordinate Programs

Agency	Subject of Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Fort Pierce Office Primary Responsibility For Coordination
ADJACENT MUNICIPALITIES:				
Port St. Lucie St. Lucie Village	Land use Water service Wastewater treatment	AE, TA	Informal Coordination	Planning Department Engineering Department
LOCAL GOVERNMENT AGENCIES:				
Fort Pierce Housing Authority	Housing provision	PM	Board of Commissioners appointed by Mayor	Community Development
Council on Aging of St. Lucie, Inc.	Transit services	AE	Informal Coordination	Community Development
St. Lucie County Erosion District	Erosion, beach, and coastal issues.	AE, TA	Informal Coordination	Engineering Department Public Works
St. Lucie County Fire District	Fire protection Development review	TA	Existing Contract for Services	Planning Department
St. Lucie Transportation Planning Organization (TPO)	Long range transportation planning	AE,AP,PM, TA	Technical Advisory Committee	Engineering Department Public Works Planning Department
St. Lucie Public Schools ~~County School District~~	Maintenance, facility planning, recreation opportunities	PM, TA, FN	Interlocal agreement for facilities planning, Existing contract for construction of portable classrooms and permanent schools	Planning Department
St. Lucie County Sheriff's Office	Law Enforcement	FA	Interlocal agreement	City Manager

Agency	Subject of Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Fort Pierce Office Primary Responsibility For Coordination
COUNTY AGENCIES:				
St. Lucie County Administration	Administrative duties	PM	Interlocal agreements	City Manager
St. Lucie County Board of County Commissioners	Annexations Port Management	FN, IN	County Comprehensive Plan Joint Planning Agreement Port Master Plan	City Manager Planning Department
St. Lucie County Department of Growth Management	~~Development of regional impact~~ Land use plan Amendment, plats, annexations	AP	St. Lucie County Land Development Code, Comprehensive Plan	Planning Department
St. Lucie County Department of Environmental Resources	Natural area management and protection of native species	AP	Land Development Code	Engineering Department
St. Lucie County Engineering	Transportation Stormwater	AE, AP, PM, TA	Permitting, Informal coordination	Engineering Department Public Works
St. Lucie County Library	Library Services/Cultural programming	AE, PM	Informal coordination	City Manager
St. Lucie County Mosquito Control District	Impoundment Management	AE, TA	Informal Coordination	Engineering
St. Lucie County Parks and Recreation	Recreation facilities	FA, AE, TA	Interlocal agreement	Public Works
St. Lucie County Property Appraiser	GIS data Tax Revenues	PM, TA	Interlocal agreement	Finance Planning Department
St. Lucie County Public Safety	Emergency management	AE, TA	Informal coordination	City Manager
St. Lucie County Tax Collector	Ad valorem collection	OA	Interlocal agreement	Finance

Agency	Subject of Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Fort Pierce Office Primary Responsibility For Coordination
FLORIDA DEPARTMENTS AND REGIONAL AGENCIES:				
Agriculture, Bureau of Regulation and Enforcement	Various licenses	AP	Permitting	City Manager
Florida Department of Commerce, Division of Community Planning	Planning activities	AP, TA	Oversight of comprehensive plan, regulation of land development code	Planning Department
Florida Division of Emergency Management	Mutual Aid Agreement	OA, TA	Informal coordination	City Manager
Environmental Protection	Water quality Natural resource protection	AP	Permitting Informal coordination	Engineering Department Planning Department
Fish and Wildlife Conservation Commission	Conservation	AE, TA	Informal coordination	Planning Department
Florida Housing Finance Corporation	State Housing Initiative Program (SHIP)	AP	Interlocal agreement	Community Development
Florida Atlantic University	Education	OA	Informal coordination	City Manager
Health	Water resources, septic tank permitting, health inspections	AE	Informal coordination	Engineering Department Building Department
Indian River State College	Education	OA	Informal Coordination	City Manager
Treasure Coast Regional Planning Council	General planning Mediation	TA,AE,AP	Review of comprehensive plan,	Planning Department
South Florida Water Management District	Stormwater management Wetlands Mitigation Water Use Resilience	TA,AE,AP	Water Well Permitting Wellhead protection Informal Coordination	Engineering Department Building Department
State, Division Of Historic Resources	Historic Lands & Buildings	TA/AE	Informal coordination	Planning Department
Florida Department of Transportation	Transportation planning	AE, AP, PM, TA	Informal coordination	Engineering Department Planning Department

Agency	Subject of Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Fort Pierce Office Primary Responsibility For Coordination
UNITED STATES DEPARTMENTS AND AGENCIES:				
Department of Commerce, Census Bureau	Decennial census	TA	Informal coordination	Planning Department
Department of Defense/ US Army Corps of Engineers	Cut and Fill (Wetland mitigation)	TA, AP	Permitting Informal coordination	Engineering Department
Department of Environmental Protection Agency	Cut and Fill (Wetland mitigation)	TA, AP	Informal coordination	Engineering Department
Department of Homeland Security/ US Coast Guard	Public Safety/ Natural Resource Protection	IN	Informal coordination	City Manager
Department of Housing and Urban Development	Community Development Block Grant	AP	Oversight of CDBG grants	Community Development
Department of the Interior	Grant applications	AP,TA	Informal coordination	Engineering Department
U.S. Postal Service	Address development, mail delivery	OA	Informal coordination	City Manager
Department of Transportation	Transportation planning	AE, AP, PM, TA	Informal coordination	Engineering Department
REGULATED UTILITIES:				
AT&T	Telephone/Intern et service Underground Utilities	OA	Informal coordination	Engineering Department
Comcast	Telephone/Television Internet services Underground utilities	OA	Informal coordination	Engineering Department
Fort Pierce Utility Authority	Electric, water and sewer service, re-use/greywater irrigation	FA	Interlocal agreement	City Manager Engineering Department
Florida Power and Light Company	Underground utilities	OA	Informal coordination	Engineering Department
North St. Lucie Hospital District	Medical service	OA	Informal coordination	City Manager

Source: 2011 City Comprehensive Plan – updated by TCRPC

Appendix 9-1: Fiscal Years 2026-2030 Capital Improvements Plan

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
FACILITIES MAINTENANCE PROJECTS					
City Hall Exterior Stucco Repair and Waterproofing	$ 78,063	$ -	$ -	$ -	$ -
Parking Garage Structural Repairs/Engineering	-	833,000	-	-	-
Downtown Gazebo	-	25,000	-	-	-
City Hall Grimes	99,725	-	-	-	-
Rotary Park/Kids Crossings - Renovations & Repairs (per	72,000	-	-	-	-
Basketball Courts Resurfacing	-	-	41,250	-	-
Riverwalk Center Renovation	30,000	-	-	-	-
Park Restroom Renovations	141,120	98,700	-	-	-
Purchasing Department Sink	7,500	-	-	-	-
Canvas Awning	-	-	-	9,800	-
City Hall/Parking Garage Covered Walkway	-	-	-	-	150,000
Historic Lookout Tower	-	100,000	-	-	-
Subtotal Facilities Maintenance Projects	**$ 428,408**	**$ 1,056,700**	**$ 41,250**	**$ 9,800**	**$ 150,000**
STREETS AND DRAINAGE PROJECTS					
Barber Surf Rake 600HD	$ 85,000	$ -	$ -	$ -	$ -
Kubota M5-111	62,000	-	-	-	-
Wheeled Excavator Long-Reach	-	350,000	-	-	-
300 Series Loader	-	-	240,000	-	-
Dump Truck	-	-	-	200,000	210,000
Street Sweeper	-	450,000	-	-	-
Subtotal Streets and Drainage Projects	**$ 147,000**	**$ 800,000**	**$ 240,000**	**$ 200,000**	**$ 210,000**
FLEET MAINTENANCE PROJECTS					
Heavy Shop 10-Ton Jack	$ 8,600	$ -	$ -	$ -	$ -
Shop A/C Reclaim & Charge Machine	22,000	-	-	-	-
:ight Duty Shop Tire Changer	10,000	-	-	-	-
Light Duty Shop Tire Balancer	11,000	-	-	-	-
Light Shop - Ice Machine	5,000	-	-	-	-
Subtotal Fleet Maintenace Projects	**$ 56,600**	**$ -**	**$ -**	**$ -**	**$ -**
PARKS AND GROUNDS PROJECTS					
Skid-Steer	$ -	$ 90,000	$ -	$ -	$ -
Mini Excavator	48,000	-	-	-	-
Ditch Witch ST37X	38,000	-	-	-	-
Utility Vehicle	27,000	-	-	-	-
Mower	28,000	29,000	30,000	31,000	32,000
Grapple Truck	-	-	300,000	-	-
Bucket Ruck	-	-	-	310,000	-
Dump Truck	90,000	-	-	-	-
Arrow Board	6,000	6,500	-	-	-
Enclosed Trailer	-	-	-	13,000	26,000
Subtotal Parks and Grounds Projects	**$ 237,000**	**$ 125,500**	**$ 330,000**	**$ 354,000**	**$ 58,000**

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
LEISURE SERVICES PROJECTS					
Digital Marquee for Recreation Center		$ 50,000	$ -	$ -	$ -
HVAC for Riverwalk	10,000	-	-	-	-
Riverwalk Kitchen Renovations	10,000	-	-	-	-
Camera Surveillance-Recreation Center	-	15,000	-	-	-
Gym/Office Flooring-Recreation Center	10,000	-	-	-	-
Garden Center Renovation	-	100,000	-	-	-
Modern Furniture and Updated Lighting-Riverwalk Center	-	25,000	-	-	-
Bleachers with Outdoor Shade and Mulitple Stall Restroom-Recreation Center Fields	-	-	-	-	30,000
Khalil Mack Field Renovation		150,000	150,000	150,000	150,000
Multimedia for Riverwalk Center	-	-	35,000	-	-
Subtotal Liesure Service Projects	**$ 30,000**	**$ 340,000**	**$ 185,000**	**$ 150,000**	**$ 180,000**
HUMAN RESOURCES PROJECTS					
Citywide Digital Bulletin Board System	$ -	$ 15,000	$ 35,000	$ 75,000	$ 20,000
Dedicated Training Room	-	10,000	30,000	24,000	12,000
Subtotal Human Resources Projects	**$ -**	**$ 25,000**	**$ 65,000**	**$ 99,000**	**$ 32,000**
IT PROJECTS					
End User Hardware Refresh Cycle	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
Data Center UPS replacement.	-	60,000	-	-	-
IP Desk Phone Refresh	-	10,000	10,000	10,000	10,000
Time Entry Kiosks	20,000	-	-	-	-
Public Kiosks	15,000	-	-	-	-
Asset Tracking Mobile Scanning Kit	-	8,000	-	-	-
Chamber AV Equipment Upgrades	89,018	-	-	-	-
Overflow/Conference Room A/V Expansion		15,000	-	-	-
Campus TV Distribution Expansion	-	-	-	30,000	-
Compliant Drone	-	-	10,000	-	-
Subtotal IT Projects	**$ 199,018**	**$ 168,000**	**$ 95,000**	**$ 115,000**	**$ 329,000**
POLICE PROJECTS					
Flock		$ 435,600	$ 435,600	$ 435,600	$ 435,600
Axon	767,892	797,613	829,517	862,698	897,206
Superion/Central Square	-	95,030	104,533	114,987	126,485
Digital Access Control	-	150,000	-	-	-
Computers and Upgrades	-	18,425	36,850	-	-
PLX Penlink	-	22,000	24,200	26,620	29,282
Cellebrite Guardian PRO	-	45,100	49,610	54,571	60,028
File OnQ	-	39,380	43,318	47,650	52,415
GreyKey - Magnet Forensics	-	28,600	31,460	34,606	38,067
Access Gates	-	7,300	-	-	-
A/C Units	-	70,000	-	-	-
Furniture & Furnishings	-	19,350	-	-	-
Americat Boat Motors for Marine Unit	-	56,500	-	-	-
CASPER	-	5,000	-	-	-
Substation Kitchen Renovation	-	7,000	-	-	-
Leads Online	-	9,350	10,285	11,314	12,445
Generator	-	7,800	-	-	-
SMARSH	-	16,500	18,150	19,965	21,962
DELL Marketing -Absolute Net Motion	-	22,000	24,200	26,620	29,282
DELL Marketing -Carbon Black	-	13,200	14,520	15,972	17,569
Insight Public Sector - Fox IT PDF EDITOR	-	9,900	10,890	11,979	13,177
DATA443	-	11,000	12,100	13,310	14,641

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
POLICE PROJECTS CONTD.					
CLEARVIEW AI	-	15,400	16,940	18,634	20,497
Forenscope	-	86,555	-	-	-
FSIS II System	-	85,251	-	-	-
SafeFume	-	9,203	-	-	-
Training Software	-	15,000	-	-	-
Subtotal Police Projects	**$ 767,892**	**$ 2,098,057**	**$ 1,662,173**	**$ 1,694,526**	**$ 1,768,656**
ENGINEERING PROJECTS					
Pavement Markings	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
13th Street (Avenue E to Avenue Q)	-	-	360,000	-	-
13th Street (Virginia Avenue to Georgia Avenue)	-	-	500,000	3,000,000	4,500,000
Avenue I Corridor (13th Street to 25th Street)	-	-	300,000	-	3,700,000
33rd Street/Delaware Avenue Reconstruction	-	-	-	300,000	-
7th Street Reconstruction (Avenue D to Avenue H)	-	-	200,000	-	-
5th Street (Orange Ave. to Avenue A)	-	150,000	-	-	600,000
Hibiscus Park Neighborhood Revitalization	-		300,000	-	5,700,000
Indian River Drive Sidewalk (Delaware Ave. to Old Fort Park)	-	30,000	110,000	-	-
Downtown Restroom (Fishing Pier Location)	-	123,500	-	-	-
PAL Park Restroom Construction	-	248,500	-	-	-
PAL Park Football/Soccer Field	-	300,000	-	-	-
South Bridge Fishing Pier - Solar Lighting	-	-	175,000	-	-
Moore's Creek Linear Park - Phase 2	-	-	500,000	-	8,000,000
PAL Park Basketball Court	-	-	-	65,000	-
Lincoln Park Regional Park	-	-	100,000	400,000	-
Veterans Memorial Park	-	-	150,000	850,000	-
Beach Renourishment	-	-	1,000,000	1,000,000	-
Subtotal Engineering Projects	**$ 50,000**	**$ 902,000**	**$ 3,745,000**	**$ 5,665,000**	**$ 22,550,000**
TOTAL GENERAL FUND APPROPRIATIONS	**$ 1,915,918**	**$ 5,515,257**	**$ 6,363,423**	**$ 8,287,326**	**$ 25,277,656**

SPECIAL REVENUE FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
CDBG PROJECTS					
Preemptive Traffic Light System	$ 296,976				
Fenn Park Playground	532,000				
Dreamland Park Playground	267,142				
Moore's Creek Fit Park	318,457	-			
Total CDBG Projects	**$ 1,414,575**	**$ -**	**$ -**	**$ -**	**$ -**
FPRA PROJECTS					
Harobour Pointe Park Boat Ramp	$ 1,000,000	$ -	$ 500,000	$ 500,000	$ 500,000
Percy Peek Gymnasium Improvements	100,000	-	-	-	-
Jetty Park West	-	855,000	-	-	-
Depot Drive Improvements	200,000	500,000	1,500,000	1,000,000	-
Festival Street	-	500,000	500,000	500,000	500,000
Riverwalk Enhancement	165,000	-	-	-	-
Marina Square Redevelopment	100,000	2,000,000	1,000,000	1,000,000	-
Old St. Anastasia Redevelopment	-	150,000	-	3,500,000	1,000,000
Downtown Waste Management Pilot	200,000	-	-	-	-
PAD Parking Improvement	373,000	-	-	-	-
Jaycee Park Improvements	387,000	-	-	-	-
Moore's Creek Connectivity	-	-	-	-	250,000
Marina Park Promenade			75,000		
Downtown Streetscape		275,000			
Alleyway Beautification Project	100,000				
Educational Kiosks	25,000	-	-	-	-
Total FPRA Projects	**$ 2,650,000**	**$ 4,280,000**	**$ 3,575,000**	**$ 6,500,000**	**$ 2,250,000**
SURTAX PROJECTS					
Street Resurfacing (Citywide) - Annual	$ 950,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ -
13th Street (Georgia Avenue to Orange Avenue)	-	-	3,430,160	-	-
Wendell Road (7th Street to 8th Street)	-	100,000	-	1,052,060	-
Avenue I Corridor (13th Street to 25th Street)	-	-	300,000	-	3,700,000
11th Street, Preston Court , Boston Avenue Roadway Reconstruction	-	-	-	150,000	-
Citrus Avenue Reconstruction (US Highway 1 to S. 7th Street)	1,300,705	-	-	-	-
Pavement Condition Assessment	260,000	10,000	10,000	10,000	10,000
N 29th Street - Orange Avenue to Avenue Q	350,000	-	-	-	-
Avenue D Streetscape (29th Street to US 1)	4,002,425	-	-	-	-
Avenue D Reconstruction (US 1 to Indian River Drive)	-	-	-	2,545,200	-
Emil Avenue Sidewalk (Oleander Ave. to US 1)	-	75,000	625,000	-	-
Nebraska Avenue Sidewalk (Lawnwood Circle to S 13th St.)	900,000	-	-	-	-
Total Surtax Projects	**$ 7,763,130**	**$ 2,157,000**	**$ 7,490,160**	**$ 11,072,260**	**$ 11,710,000**

SPECIAL REVENUE FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
SUN TRAIL PROJECTS					
SUN Trail - Historic Downtown Fort Pierce Retrofit - Bike Path/Trail (Georgia Ave. to N. A1A)	$ 250,000	$ 284,420	$ -	$ 4,065,580	$ -
SUN Trail - FEC Overpass - Bike Path/Trail (South of Savannah Road)	-	-	-	-	10,000
SUN Trail - Historic Highwayman Trail Gap (Indian Hills Dr. to Georgia Ave.)	2,062,000	-	-	-	-
Total SUN Trail Projects	**$ 2,312,000**	**$ 284,420**	**$ -**	**$ 4,065,580**	**$ 10,000**
IMPACT FEE PROJECTS					
Granada Street (Porpoise Avenue to north of Gulfstream Avenue)	$ -	$ 680,165	$ -	$ -	$ -
Total Impact Fees Project	**$ -**	**$ 680,165**	**$ -**	**$ -**	**$ -**

ENTERPRISE FUNDS CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
GOLF COURSE PROJECTS					
Indian Hills Club House	$ -	$ -	$ 600,000	$ -	$ -
Golf Cart Barn	-	-	250,000	-	-
Golf Course Pump Station	50,000	20,000	-	-	-
Reconfigurations of South Parking Area	-	-	150,000	-	-
Total Golf Course Projects	**$ 50,000**	**$ 20,000**	**$ 1,000,000**	**$ -**	**$ -**
MARINA PROJECTS					
Moore's Creek's Dredging Project	$ -	$ 175,000	$ -	$ -	$ -
Marina Dredging Project	550,000	1,250,000	-	-	-
North Marina Pump-Out Station	175,000		-	-	-
Marina Expansion	681,500	-	2,318,500	3,000,000	-
Code Compliance Watercraft	254,000	-	-	-	-
Support Vessel	30,000	-	-	-	-
Boat Lift	-	30,000	-	-	-
Fence Replacement & Parking Lot Resurfacing	-	75,000	-	-	-
Total Marina Projects	**$ 1,690,500**	**$ 1,530,000**	**$ 2,318,500**	**$ 3,000,000**	**$ -**
STORMWATER PROJECTS					
16th Street (Avenue K to Avenue I) - Storm Drain	$ -	$ 486,600	$ -	$ -	$ -
Avenue Q (14th to 17th Streets) - Storm Drain	-	1,269,000	-	-	-
Virginia Avenue Canal Stabilization (25th Street - 13th	-	44,000	3,000,000	2,456,000	-
Surfside Drainage/Resurfacing - Phase II	3,737,785	-	-	-	-
Surfside Drainage /Resurfacing - Phase III	-	1,800,000	-	-	-
Surfside Drainage/Resurfacing - Phase IV	-	-	-	1,960,268	-
Basin Management Action Plan (BMAP)	300,000	-	-	-	-
Total Stormwater Projects	**$ 4,037,785**	**$ 3,599,600**	**$ 3,000,000**	**$ 4,416,268**	**$ -**
SOLID WASTE PROJECTS					
Refuse Trucks: Side Load & Commercial Front Load , Grapple Truck, Flatbed Truck	$ 666,000	$ 666,000	$ 666,000	$ 666,000	$ 666,000
Office Flooring	10,000	-	-	-	-
Dispatch Room Electronics	10,000	-	-	-	-
2 Mule Utility Vehicles	53,000	-	-	-	-
Rear Parking Lot Paving	40,000	-	-	-	-
Furniture	7,700				
Forklift	-	45,000	-	-	-
Solid Waste Roof Replacement	120,000	-	-	-	-
Dumpster Enclosures	50,000	50,000	50,000	50,000	50,000
Total Solid Waste Projects	**$ 956,700**	**$ 761,000**	**$ 716,000**	**$ 716,000**	**$ 716,000**

ENTERPRISE FUNDS CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Sunrise Theatre Projects					
A/C Chiller Replacement	-	242,320	-	-	-
Digitsl Marquee	-	200,000	-	-	-
Box Office Window Replacement	-	20,000	-	-	-
Lobby Restroom Renovation	-	-	-	115,000	-
Updated ADA Products	-	20,000	-	-	-
Updated Lighting System	-	-	-	-	200,000
Updated Sound System	-	150,000	-	-	-
Roof Replacement	-	540,000	-	-	-
Total Sunrise Theatre Projects	**$ -**	**$ 1,172,320**	**$ -**	**$ 115,000**	**$ 200,000**

TO: VENNIS GILMORE, SENIOR PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CITY OF FORT PIERCE COMPREHENSIVE PLAN EAR TRANSMITTAL REVIEW

CAO RLS FILE: RLS 25-416

DATE: DECEMBER 23, 2025

I have reviewed the above Request for Legal Services (RLS) related to the City's Comprehensive Plan Evaluation and Appraisal Review (EAR). Submitted for review were an Ordinance, an EAR Commission Chair Affidavit ("Mayor Affidavit"), and a Transmittal Letter. Each have been reviewed and will be addressed below. It should be noted, the EAR itself, containing the amendments to the Comprehensive Plan, which is to be attached as Exhibit A to the Ordinance was not provided for review.

Ordinance:

I have made significant changes to the Ordinance to track the legal requirements of Chapter 163, Florida Statutes, include more of the factual history of the Comprehensive Plan, and structure the Ordinance in the form the City uses. As a reminder, you must ensure that all legal requirements of Chapter 163, Florida Statutes, are followed and the Ordinance has been complied with.

The changes I have made to the Ordinance include the following:

1. Correction of the title block to delete extraneous and duplicative language, use the terminology the City uses in its Ordinances, and align with the actions taken in the Ordinance.
    a. Please note, due to Exhibit A not being included in this RLS, I cannot confirm the elements included in the title block have actually been amended. Though not ideal, given the deadlines included in the RLS background information and advertising deadlines, I have made the title block more generic than usual to allow for the Planning Department to meet its deadlines.
    b. Additionally, you have included an Affidavit for the Mayor to sign attesting to certain aspects of the Comprehensive Plan amendments. Authorization for the

Mayor to execute that Affidavit was not included in the Ordinance. I have added it to the title block and to a newly created Section. ***See Point 12 below.***

2. Inclusion of the historical adoptions of the Comprehensive Plan. Please review the Ordinances referenced to ensure accuracy.
3. A reference to the Planning Board being the designated Local Planning Agency, pursuant to Section 163.3174, Florida Statutes.
4. Inclusion that the Planning Board held an advertised public hearing on January 12, 2026 (the date you have indicated it will happen) as required by Section 163.3174(4)(a), Florida Statutes.
5. Language regarding the vote the Planning Board will take and the recommendation to the City Commission. Blanks have been left for you to fill in what the vote is that they take.
    a. Please note, the draft Ordinance stated the Planning Board "recommended transmittal [of the EAR-based amendments] to the State Planning Agency" while the draft Transmittal Letter stated the Planning Board "recommended ***approval and*** transmittal of the EAR-based amendments." These documents have been amended to be consistent with one another and the authority of the Planning Board. Both now read that the Planning Board voted to "recommend to the City Commission approval of the EAR based amendments to the Comprehensive Plan and transmittal of the EAR based amendments to the State Land Planning Agency and applicable Reviewing Agencies."
    b. If the Planning Board does not recommend the City Commission approve the EAR based amendments or transmit the amendments, as now written, the Ordinance and Transmittal Letter will need to be changed for accuracy.
6. The whereas clause regarding the actions taken by the City Commission has been separated from the Planning Board's paragraph and details regarding the City Commission's actions that they are to undertake have been added:
    a. That the January 20, 2026 meeting will be an advertised public hearing.
    b. That public comment and participation was allowed at the January 20, 2026 meeting, in compliance with state law and the planning process.
    c. That the City Commission also authorized the transmittal of the EAR based amendments to the State Planning Agency and applicable Reviewing Agencies at the January 20, 2026.

    If any of these actions are not undertaken, for some reason, the Ordinance will need to be amended to correctly reflect what occurred.
7. Whereas clauses have been added to explain the factual history that is anticipated related to transmission of the EAR based amendments to the State Planning Agency and applicable Reviewing Agencies:
    a. Receipt of the Objections, Recommendations, and Comments (ORC) report from the State Planning Agency, pursuant to Section 163.3184(4)(d), Florida Statutes. You will need to fill in the date received.
    b. That the ORC has been reviewed and addressed, pursuant to Section 163.3184(4)(e), Florida Statutes.
8. A whereas clause has been added explaining the second hearing that was held and that it was held according to legal requirements.

9. For Section 2, the second sentence has been deleted. It is redundant. Further, it is unknown at this time whether those amendments specifically listed have been made since Exhibit A was not included.
10. For Section 3, the draft Ordinance authorized a the City Manager or Designee to sign a letter transmitting the amendments, but it did not actually authorize transmittal of the amendments. The language has been changed to authorize the transmittal of the amendments.
11. Also, in Section 3, the draft Ordinance changed the agency for the first time from the State Planning Agency to the Florida Department of Commerce. These should be consistent. I have changed this to the State Planning Agency, but if you would like this to say the Florida Department of Commerce, such should be changed throughout the Ordinance for consistency.
    a. Please note, the Transmittal Letter language stated Florida Department of Commerce instead of the State Planning Agency. The Transmittal Letter language has been changed to indicate the State Planning Agency with the Florida Department of Commerce referenced in a parenthetical, for consistency and accuracy. If the Ordinance is changed to the Florida Department of Commerce, the Transmittal Letter must be changed for consistency and accuracy as well.
12. A new Section 5 has been added authorizing the Mayor to execute the Affidavit. The Affidavit must be attached as Exhibit B. Section 163.3191(1), Florida Statutes, is somewhat confusing and is unclear whether as to when and Affidavit is required. As previously explained in the Memorandum for RLS 24-438, clarification from the State on this second Affidavit being required should be obtained. ***This must be determined prior to advertising so that a proper title block is included.***
13. The first and second reading passage dates have been removed. Those are not usually included in that format in City Ordinances. Also, the same information is included elsewhere in the Ordinance.
14. The title of Exhibit A has been changed to the correct document name.
15. A page for Exhibit B has been added and must be attached.

Because Exhibit A was not included in the items to be reviewed with this RLS, the Ordinance cannot be reviewed in its entirety to confirm it is legally accurate. At this time, ***the Ordinance is not approved as to legal form and correctness.*** After reviewing the above changes, confirming they are correct, and incorporating them into the Ordinance, please resubmit the Ordinance ***along with Exhibit A*** for a full review as to legal form and correctness. ***The title block with suggested changes included is approved as to legal form and correctness, to allow for advertising.***

REMINDERS:

1. The City must transmit the proposed amendments within ***10 working days after the first public hearing***, pursuant to Section 163.3184(4)(b), Florida Statutes.
2. The City must hold the second hearing and adopt the amendments ***within 180 days of the City's receipt of the ORC report***, pursuant to Section 163.3184(4)(e)1), Florida Statutes.
3. The City must then transmit the adopted amendments ***within 10 working days after the final adoption***, pursuant to Section 163.3184(4)(e)(2), Florida Statutes.

Mayor Affidavit:

In reviewing the Mayor Affidavit, it is not consistent with the Affidavit previously approved by the City Commission and executed by the Mayor following the January 21, 2025 City Commission Meeting. Most notably, the previous Affidavit asserted the amendments would include an additional 20 year period. This language has been added to the Affidavit. ***I was not provided a copy of the EAR to ensure the 20-year period has been included. If it has not, so that the Mayor's prior attestations are correct and the Comprehensive Plan is compliant with state statute, the EAR must immediately be corrected.***

The following suggested changes to this document have been made:

1. The document has been retitled to delete "Chair" and add "Mayor", as is the correct title for the Mayor and consistent with the requirements of Section 163.3191(1), Florida Statutes, for a municipality. Chair is used for a county governing body.
2. This document was not referenced in the Ordinance. As it appears you are seeking authorization for the Mayor to sign it, it must be included in the authorization of the Ordinance. I have included this in the title block and as a new Section to the Ordinance. If I am incorrect in my understanding, you may delete this clause from the title block and the Section.
3. The Mayor Affidavit does not include the "date of the population projections used in establishing the 10-year planning period" as required by Section 163.3191(1), Florida Statutes. A line has been included for this information. You must fill in the blank with the dates.
4. The Mayor Affidavit has been significantly rewritten to match and align with the previously approved Affidavit, so they are consistent and accurate to one another.
5. Grammatical errors throughout the document have been corrected.

The Mayor Affidavit is not approved as to legal form and correctness at this time. The Mayor Affidavit has been uploaded to Agenda Quick in Track Changes for your review. After confirming the Mayor Affidavit is required at this time, please review all suggested changes to the Mayor Affidavit, incorporate those you believe are correct, fill in the blank information that is needed, and resubmit the Mayor Affidavit for approval as to legal form and correctness.

Transmittal Letter:

I have reviewed the Transmittal Letter and made the following suggested changes:

1. The name of the state review process has been corrected to the name included in Section 163.3184(4), Florida Statutes.
2. The name of the Agency has been changed to the State Planning Agency with FloridaCommerce in a parenthetical, for consistency with the Ordinance. If there is a decision to change the Ordinance to the Florida Department of Commerce, this Transmittal Letter should also be changed for consistency.
3. The draft Transmittal Letter stated the Planning Board "recommended ***approval and*** transmittal of the EAR-based amendments." The draft Ordinance stated the Planning

Board “recommended transmittal [of the EAR-based amendments] to the State Planning Agency.” These documents have been amended to be consistent with one another and the authority of the Planning Board. Both now read that the Planning Board voted to “recommend to the City Commission approval of the EAR based amendments to the Comprehensive Plan and transmittal of the EAR based amendments to the State Land Planning Agency and applicable Reviewing Agencies.”

a. When presented to the Planning Board, staff must ensure the proper motion and approval is given. If it is not in line with the language written above, the Ordinance and Transmittal Letter must be corrected for accuracy.

The Transmittal Letter is not approved as to legal form and correctness at this time. The Transmittal Letter has been uploaded to Agenda Quick in Track Changes for your review. Please review the suggested changes above, incorporate those you believe are needed, and resubmit this Transmittal Letter for approval as to legal form and correctness.

Please also note, the Transmittal Letter provided is only for the transmission that occurs after first reading. No Transmittal Letter was provided for the transmission that occurs after second reading. If a second Transmittal Letter will be provided after second reading, that too should be included with the resubmitted RLS.

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

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , 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:

SCN StLucie-IndianRv-Stuart 01/04/2026

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 01/04/2026

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE-
COMPREHENSIVE PLAN
AMENDMENT
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 163.3184, 163.3184, and 166.041 F.S., will on Tuesday, January 20, 2026 at 5.05 p.m. hold a public hearing for the transmittal hearing of the enactment of a proposed ordinance in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida.

ORDINANCE 26-002 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN PURSUANT TO THE EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS; PROVIDING FOR INCORPORATION OF THE AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND APPLICABLE REVIEWING AGENCIES; AUTHORIZING THE MAYOR TO EXECUTE AN AFFIDAVIT ATTESTING TO THE LEGAL COMPLIANCE OF THE COMPREHENSIVE PLAN AMENDMENTS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: January 4, 2026

TR-43192577

City Commission Regular Meeting - 5:05 PM **29. C.**

Meeting Date: 01/20/2026

Re: Pulte-Cornerstone Master PD FLUMA

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-009: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

SUMMARY:

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.

The applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. The applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

ALTERNATIVES:

- Approval with alternative changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-009
Staff Presentation
Staff Report
Staff Report Supporting Documents
Application Supporting Documents
Public Notice Certification
Proof of Publication
CA Memo 24-455

ORDINANCE NO. 25-009

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD, FROM CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL TO CITY OF FORT PIERCE (RM) MEDIUM DENSITY RESIDENTIAL;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the subject properties comprise the following two (2) parcels 2324-413-0000-000-9 and 2324-431-0001-000-2 and are generally located at or near 2721 South Jenkins Road, within the City of Fort Pierce, Florida, representing approximately 49.917 acres of land more or less; and

WHEREAS, the subject properties are generally located at or near 2721 South Jenkins Road, are presently designated GC, General Commercial; and

WHEREAS, a map depicting the subject properties is attached as **"Exhibit A"** hereto; and

WHEREAS, the applicant seeks a Future Land Use Map Amendment of the subject properties from GC, General Commercial to RM, Medium Density Residential; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024 meeting, voted 4 to 0 to recommend approval of the proposed Future Land Use Map Amendment for these parcels; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following properties legally described as:

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH
296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH
626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK
3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

Said properties being generally located at or near 2721 South Jenkins Road, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from GC, General Commercial, to RM, Medium Density Residential, as depicted on **Exhibit "A"**, attached hereto, and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-009 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on November 30th, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on December 15th, 2025; and was duly introduced, read by title only, and passed on second and final reading January 5th, 2026, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 6th day of January 2026.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

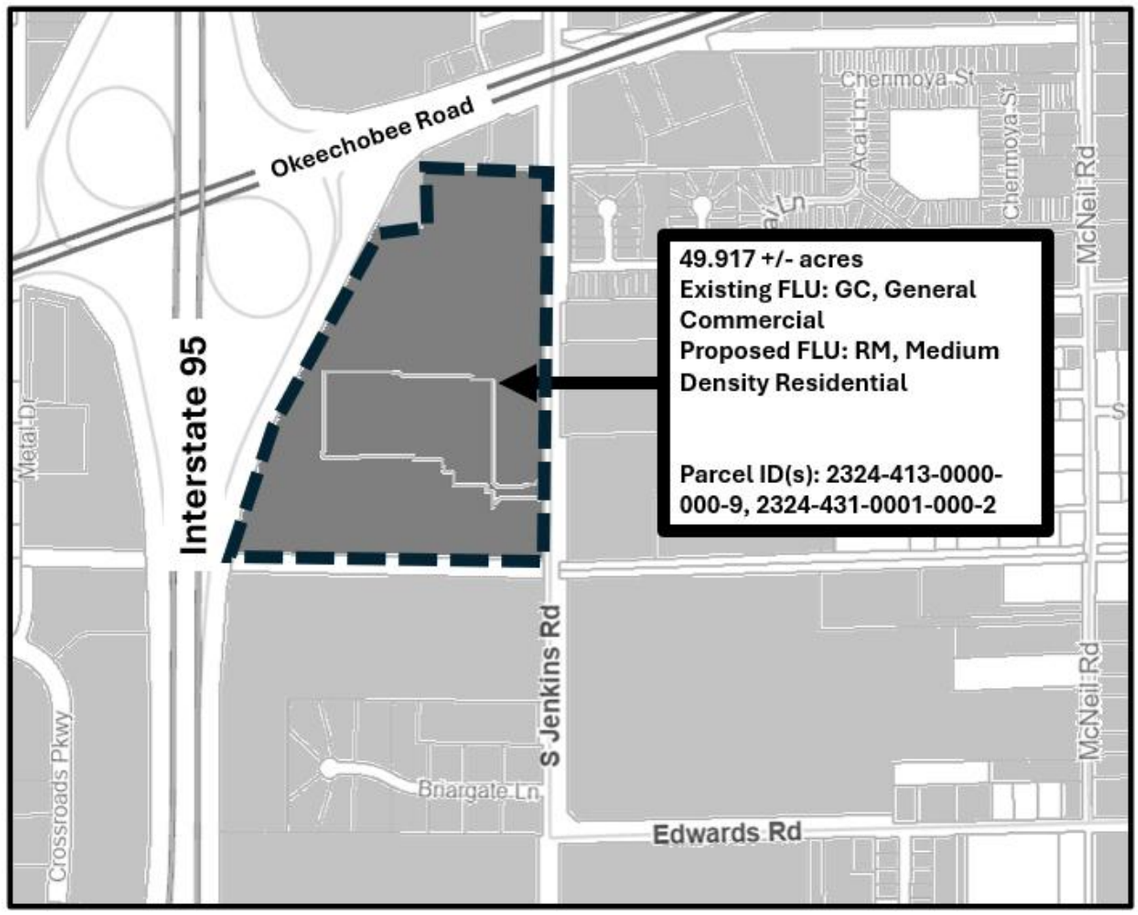
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use

Medium Density Residential, RM



CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 20th, 2026

Pulte-Cornerstone – FLUMA

2721 S Jenkins Road

(2324-413-0000-000-9, 2324-431-0001-000-2)

APPLICANT

Aimee Carlson, Pulte Homes

REPRESENTATIVE

Leslie Olson, District Planning Group

PARCEL ID #(S):

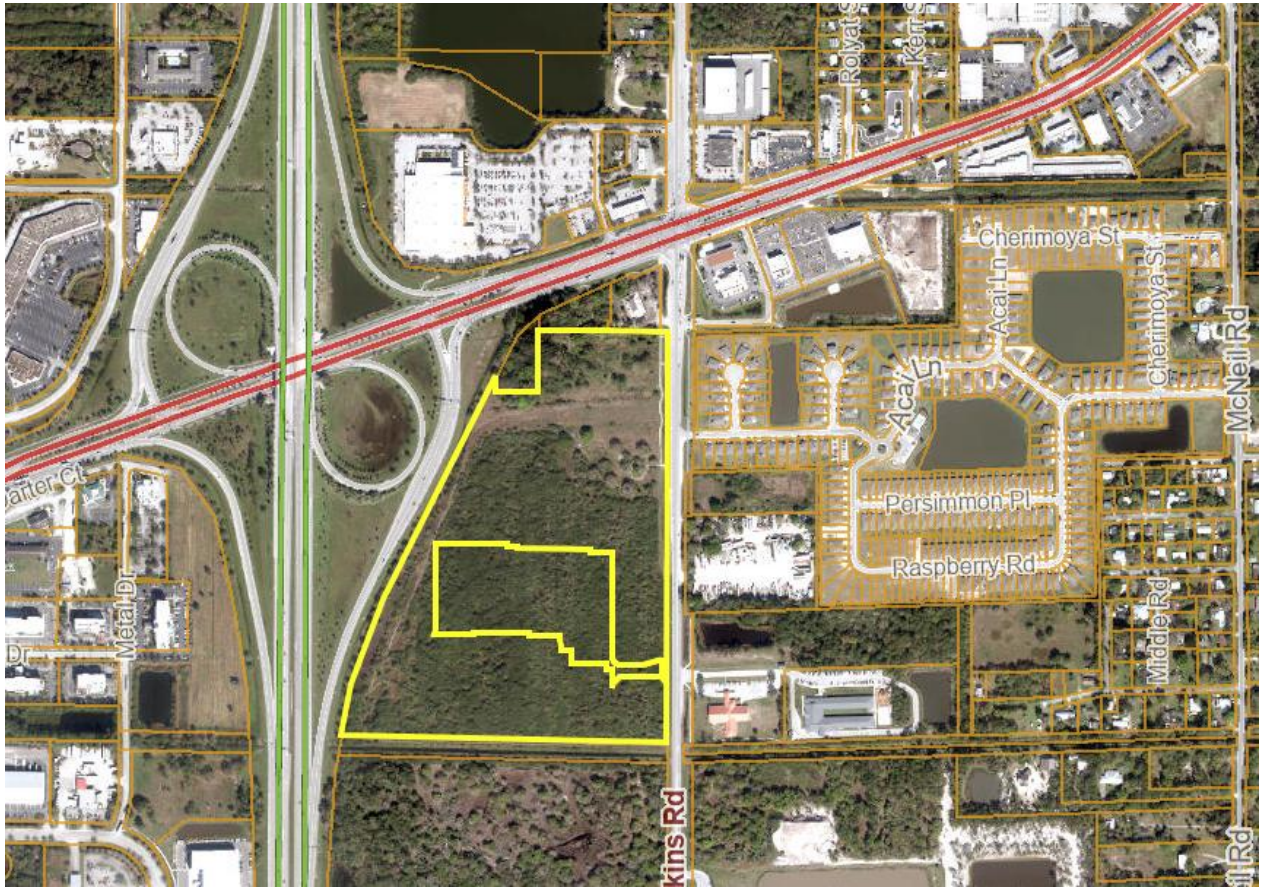
2324-413-0000-000-9 & 2324-431-0001-000-2

SUMMARY

Request for review of application for a Future Land Use Map Amendment of two (2) parcels of land to change the Future Land Use designation from General Commercial (GC) to Medium Density Residential (RM).

The applicant seeks to permit the development of single-family housing within proximity to goods, services, and the State's Intermodal Transportation Network.

SITE LOCATION



SITE AREA= 49.917 +/- Acres

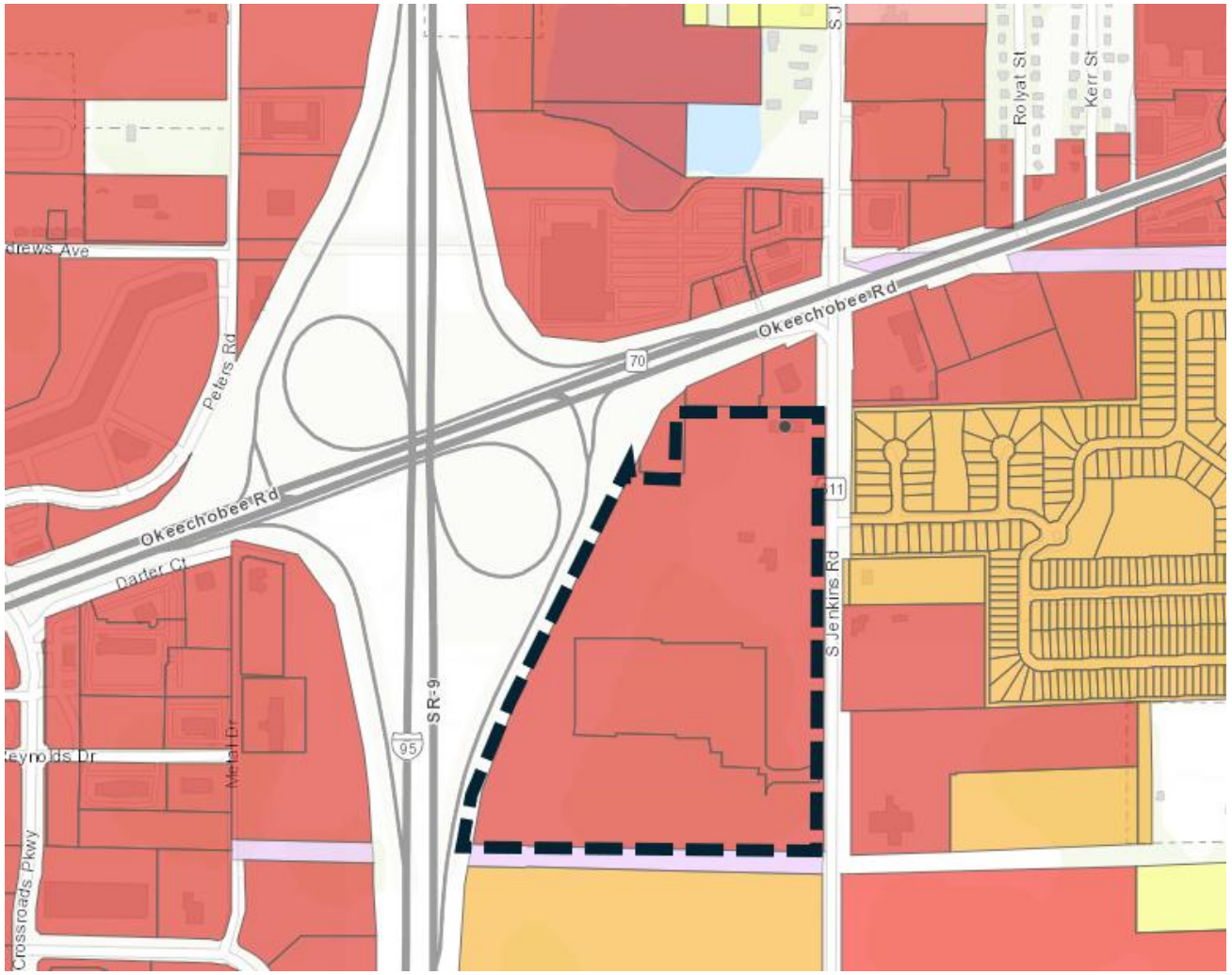
TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed FLUMA with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

EXISTING/PROPOSED FLU

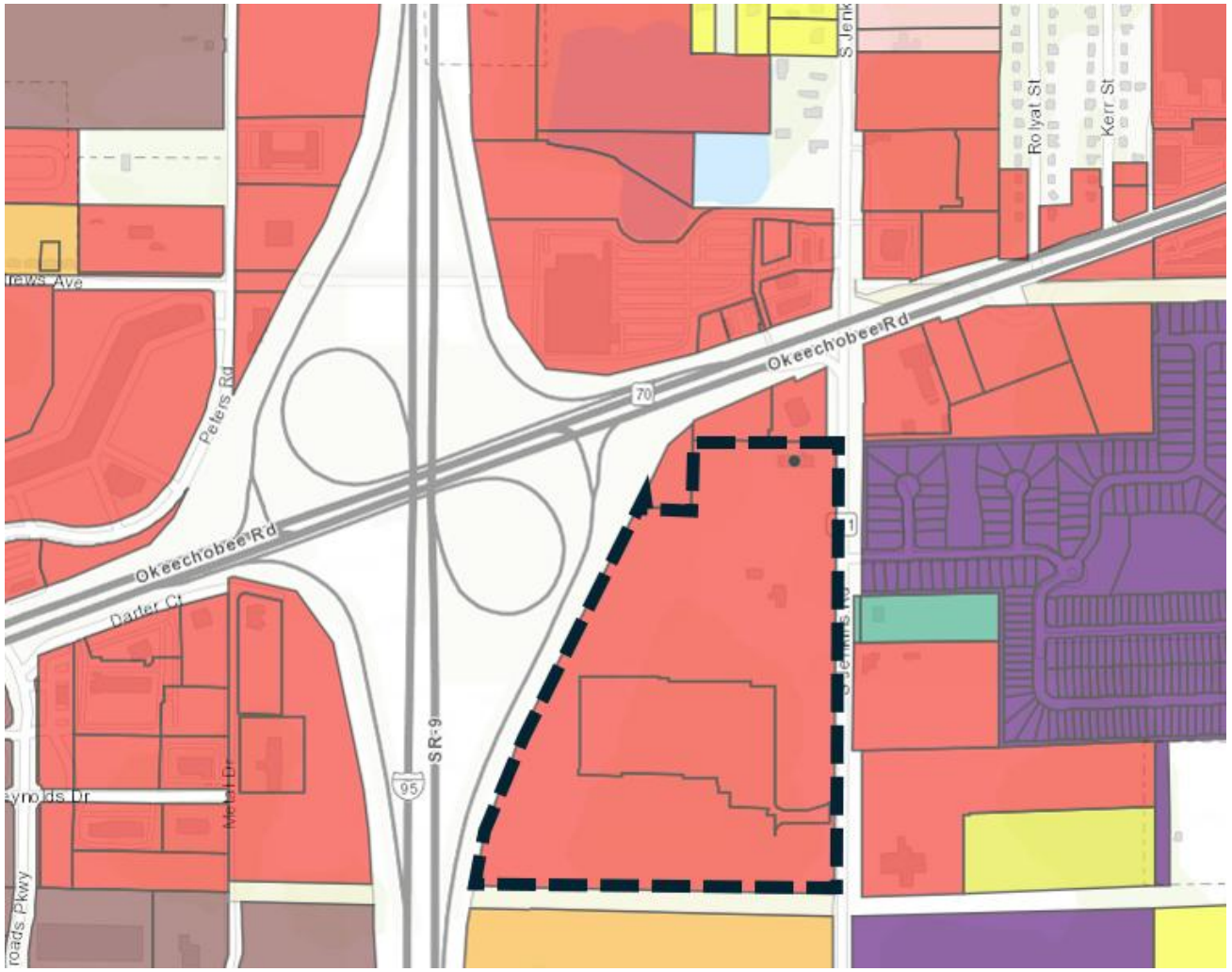
Current FLU:
GC, General Commercial

Proposed FLU:
RM, Medium Density Residential



EXISTING - ZONING

Current Zoning:
C-3, General Commercial Zone



FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - Pulte Homes FLUMA

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	49.917	2,174,384.5

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	GENERAL COMMERCIAL (GC)	15	748	1.0	2,174,384.5 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	599	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)	(149)			(2,174,384.5) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

PB RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff recommends APPROVAL of the proposed FLUMA.

- ❑ **The subject parcel is adjacent to existing FLU Designations of RM, Medium Density Residential.**
- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the CITY COMMISSION:</u>**

- Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 20th, 2026

Pulte-Cornerstone – FLUMA

2721 S Jenkins Road

(2324-413-0000-000-9, 2324-431-0001-000-2)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: CORNERSTONE-PULTE FUTURE LAND USE AMENDMENT (SMALL-SCALE) – PROJECT #: PZFLU2024-00002

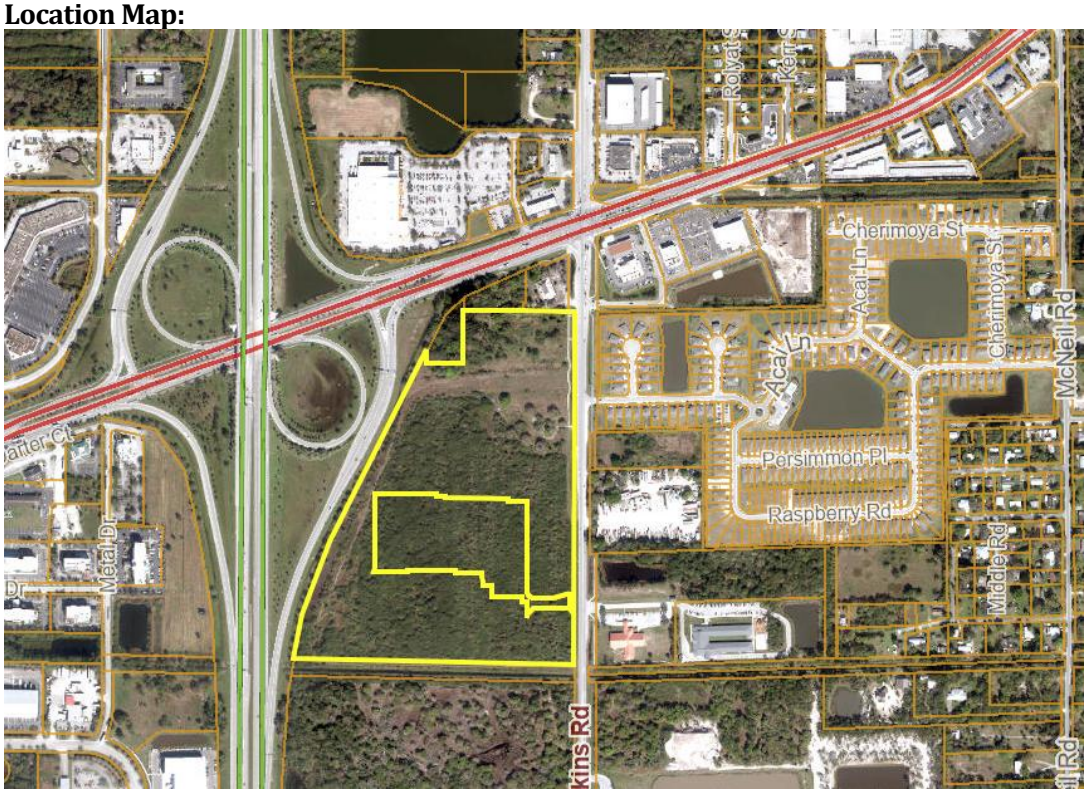
REVIEWER: VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER

DATE: JANUARY 20, 2026

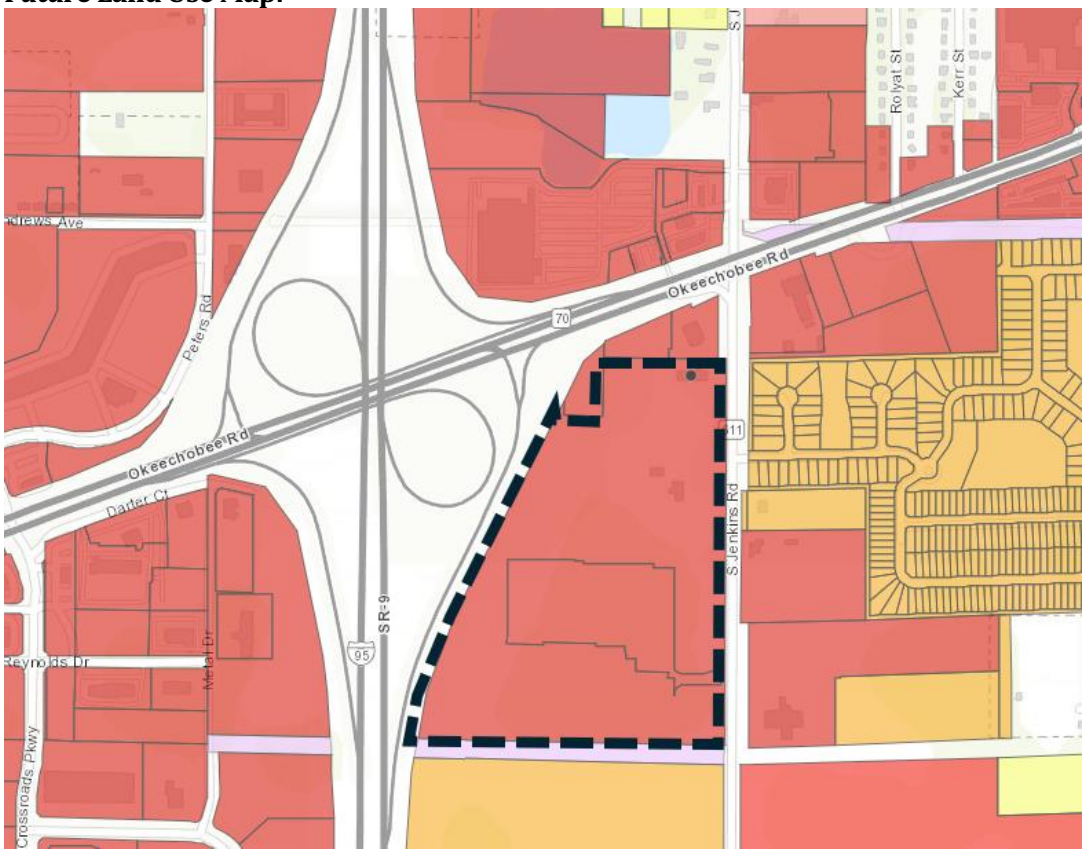
STAFF REPORT

Applicant:	Aimee Carlson, Pulte Homes
Owner:	Cornerstone Fort Pierce Development
Representative:	Leslie Olson, District Planning Group
Requested Action:	Review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.
Location:	At or near 2721 South Jenkins Road
Parcel IDs:	2324-413-0000-000-9 & 2324-431-0001-000-2
Current Zoning:	C-3, General Commercial Zone
Proposed Zoning:	PD, Planned Development
Current Future Land Use:	GC, General Commercial
Proposed Future Land Use:	RM, Medium Density Residential

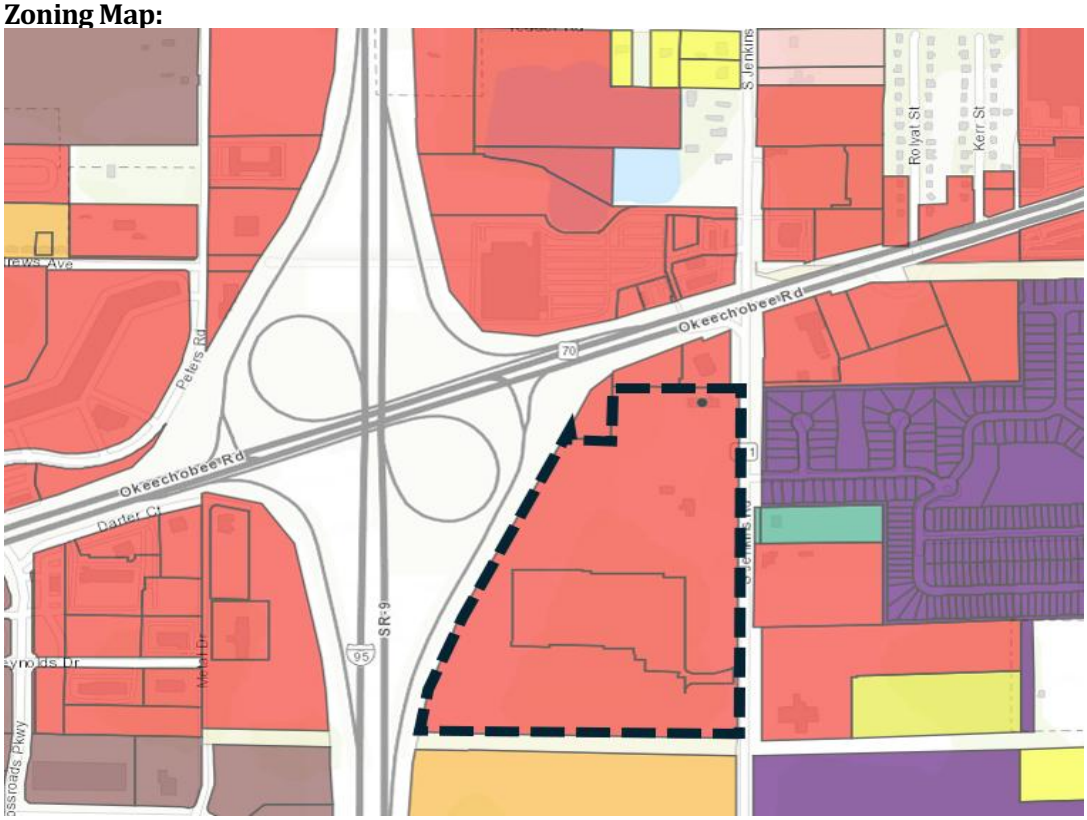
Location Map:



Future Land Use Map:



Zoning Map:



Surrounding Zoning:

North	East	South	West
C-3	PD/E-3/C-3	R-4	I-95/C-3

Surrounding Future Land Use:

North	East	South	West
GC	RM/GC	RM	GC

Site Area: **+/-** 49.917 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.

The applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. The applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan.

Existing Conditions
Currently the land is vacant.

Comprehensive Plan – Future Land Use Comparison

FLU COMPARISON - Pulte Homes FLUMA

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	49.917	2,174,384.5

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	GENERAL COMMERCIAL (GC)	15	748	1.0	2,174,384.5 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	599	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		(149)		(2,174,384.5) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

The subject property is designated as a City Future Land Use of General Commercial. The General Commercial (GC) designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

The subject property is classified with a City Zoning of C-3, General Commercial Zone. This classification is primarily intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities

The proposed Future Land Use designation is RM, Medium Density Residential. The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

The proposed Zoning classification is PD, Planned Development. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

ANALYSIS OF URBAN SPRAWL

Urban sprawl is defined as a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses. Florida Statutes, Section 163.3177(6)(a)9.a., states that any amendment to the future land use element shall discourage the proliferation of urban sprawl and provides thirteen indicators to judge whether a future land use amendment discourages the proliferation of urban sprawl.

This proposed amendment complies with 13 out of 13 sprawl criteria that discourages the proliferation of urban sprawl. Florida Statutes provide an additional eight criteria, of which four must be met, in order to judge whether an amendment can be determined to discourage the proliferation of urban sprawl. This proposed amendment meets 8 out of 8 criteria that determine the application discourages urban sprawl.

Urban Sprawl Analysis

An evaluation of the thirteen indicators for urban sprawl and a determination of the eight criteria for this future land use request follows:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The site is integrated within proximity to commercial and residential use areas. The proposal for a amendment to Medium Density Residential Future Land Use (FLU) Designation does not propose low-intensity or low-density development. The proposed land use allows up to 12 units per acre. ***Discourages the proliferation of urban sprawl.***

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This site near 2721 South Jenkins Road is within an existing urban, residential, and commercial area. ***Discourages the proliferation of urban sprawl.***

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The proposed FLU and the proposed change will not promote development occurring in such patterns. ***Discourages the proliferation of urban sprawl.***

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted by the applicant's environmental consultants, in June and July of 2024 confirmed the property does not contain any native upland habitat. There is a an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property. ***Discourages the proliferation of urban sprawl.***

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This site is vacant. There are no agricultural activities on the site or adjacent. ***Discourages the proliferation of urban sprawl.***

(VI) Fails to maximize use of existing public facilities and services.

The subject site is located where public facilities and services are available. Development of this site will be considered as infill development. ***Discourages the proliferation of urban sprawl.***

(VII) Fails to maximize use of future public facilities and services.

No, the proposed change would maximize the use of future public facilities and services. ***Discourages the proliferation of urban sprawl.***

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

This site has adequate utilities, water/sewer systems and will not demand an extra increase in cost/time towards that. The subject site ***is located within the FPUA service area****. Public services (law enforcement, fire, libraries, parks etc.) are currently provided to the area of the subject site. The proposal to change the subject site to a Medium Density Residential FLU will not result in land use patterns that will disproportionately increase the cost/time of providing the public services.* ***Discourages the proliferation of urban sprawl.***

(IX) Fails to provide a clear separation between rural and urban uses. This site does not fail to provide a clear separation between rural and urban uses. This site is located within the Primary Urban Service District which separates rural and urban uses. **Discourages the proliferation of urban sprawl.**

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This site is infill development, Close to interstate highway insersection with Okeechoobee Road. ***Discourages the proliferation of urban sprawl.***

(XI) Fails to encourage a functional mix of uses.

The proposed change does not fail to encourage a functional mix of uses. The site is located within an urban area with a mix of various adjacent and proximate uses such as commercial, hotel, restaurant, schools, and residential uses. ***Discourages the proliferation of urban sprawl.***

(XII) Results in poor accessibility among linked or related land uses. This site does not result in poor accessibility among related land uses. The parcel is located nearby major arterial roads and is located central to thousands of dwellings that will benefit from service made available should this amendment request be granted.

The proposed land use change will not change the accessibility among existing land uses. ***Discourages the proliferation of urban sprawl.***

(XIII) Results in the loss of significant amounts of functional open space.

This proposed future land use designation will not result in a loss of public open space. ***Discourages the proliferation of urban sprawl.***

The site complies with 13 sprawl criteria listed above.

Proliferation of Urban Sprawl
In order for the application to be determined to discourage the proliferation of urban sprawl, the amendment must incorporate development patterns or urban forms that achieve four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Natural resources and ecosystems are not negatively impacted. The proposed change would locate commercial development in the Urban area and in proximity to other commercial and residential lands. Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application. ***Discourages the proliferation of urban sprawl.***

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Development of this site will not require the extension of public infrastructure and services outside the Primary Urban Service District. Water and sewer provisions are available to the subject site via FPUA. The proposed amendment would allow for a cost-effective development process, utilizing already existing public infrastructure and services. ***Discourages the proliferation of urban sprawl.***

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The parcel is located close to major roadway connections and implements sidewalks. ***Discourages the proliferation of urban sprawl.***

(IV) Promotes conservation of water and energy.

The development of the property will not result in overconsumption of water and energy. The subject parcel is located in an urban area where facilities and services are in place. ***Discourages the proliferation of urban sprawl.***

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

The property is within an urban area and consists primarily of Nettles and Oldmar sands type which are classed as being poorly and very poorly drained, slow or very slow permeable soils on broad areas of flats and depressions. ***Discourages the proliferation of urban sprawl.***

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The subject parcel is not public open space, and the proposed land use change alone will not affect public open space. ***Discourages the proliferation of urban sprawl.***

(VII) Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area. If developed, the subject site will be in-fill development and will not negatively impact the balance of land uses in the area.

The proposed amendment responds to demands for residential capacity while locating that capacity within the urban area where it will serve existing commercial development. ***Discourages the proliferation of urban sprawl.***

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164. **Not Applicable**

Though the proposed future land use designation does not provide for transit-oriented development or new towns as defined in s. 163.3164, there is no need to remediate an existing or planned development pattern in the vicinity that constitutes sprawl. The proposed change will bring forth infill development, providing residential capacity and uses that are appropriate for sites in proximity to the interstate highway system. The proposed future land use designation will allow intensities of use and urban form that are consistent with the existing and planned development pattern in the vicinity. However, it does not constitute sprawl because it is located well within the urban area and is consistent with the adopted Future Land Use Map. ***Discourages the proliferation of urban sprawl.***

The criteria listed above have been met and staff determine the application discourages urban sprawl.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Future Land Use Map Amendment with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the Future Land Use Map Amendment.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff Recommendation:
Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

Leslie Olson
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Re: Future Land Use Map Amendment (Small Scale) – Pulte Single-Family Housing – Project #: PZFLU2024-00002

Dear Ms. Olson,

The following are comments from the Planning Department's review of your application (Please Provide a Written Response and any revisions (if applicable) for all responsible Departments):

1. **No Comments**

If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 10.17.24
Property Address: Future Land Use Map Amendment (FLUMA) – Pulte Single-Family Housing
2721 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: 10/15/24

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Assistant Planning Director

FROM : Tracy Telle, Engineering Manager TT

RE : 2721 S. Jenkins Road – FLUMA
TRC No. PZFLU2024-00002

DATE : October 16, 2024

This is to advise you that we have completed the review of the following documents as received by this office on October 7, 2024:

- [x] Future Land Use Map Amendment
- [ ] 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 FLUMA
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

October 15, 2024

PROJECT: **Pulte**

REF: Project # PZFLU2024-00002

TO: Kevin Freeman

FROM: Grant Chambers

Comments:

1. Advisory: The site was originally planned to have cross access to the north. As the northern property's access will likely be right in right out only, cross access will continue to be encouraged.
2. Traffic analysis will be required for review by the County's third-party reviewer at the const of the applicant.

Conditions:

3. A Site Development Permit is required prior to performing site improvement activities.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, Florida 34953
772-462-1593 www.stlucietpo.org

October 11, 2024 **VIA EMAIL**

Mr. Vennis Gilmore, Assistant Planning Director
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Pulte Single-Family Housing - FLUMA
2721 South Jenkins Road
Fort Pierce, Florida

Dear Mr. Gilmore:

As the Federal and State-designated agency responsible for transportation planning for the City of Fort Pierce, City of Port St. Lucie, St. Lucie Village, and St. Lucie County, the St. Lucie Transportation Planning Organization (St. Lucie TPO) has completed a PTIR regarding the above-referenced Future Land Use change of a currently undeveloped 51.11-acre parcel. Based on the review, the following comments are provided:

- **Local and State Government Coordination:** Because of the location of the proposed development, it appears that the transportation impacts from the proposed development will extend to the St. Lucie County and Florida Department of Transportation (FDOT) roadway networks. Therefore, coordination with the County and FDOT is necessary to fully analyze the potential impacts to their networks and develop the appropriate improvements to mitigate the impacts.

Please contact me should any additional information or clarification be required regarding this review.

Sincerely,

Stephanie M. Torres

Stephanie M. Torres, CPM
Bicycle Pedestrian Program Manager

cc: City of Fort Pierce Planning Department

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

October 17, 2024

Case #: PZFLU2024-00002

Planner: City of Ft. Pierce Planning Department.

Future Land Use Map Amendment

Pulte Single Family Housing, 2721 S. Jenkins Rd., Ft. Pierce.

Comments:

Please work closely with the traffic engineers to ensure ingress and egress designs for this project are realized to allow for efficient and safe movement of vehicles. This portion of roadway is a thoroughfare and with the addition of many proposed projects in the vicinity of this roadway, careful consideration is a must.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

City of Fort Pierce
Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Aimee Carlson
Pulte Home Company, LLC
1475 Centrepark Boulevard, Suite 140
West Palm Beach, FL 33401

RE: Cornerstone PUD located south of Okeechobee Road and west of Jenkins Road
Tax Folio Nos: 2324-413-0000-0009
2324-414-0000-000/2
2324-413-001-000/2

The undersigned gives CONSENT to District Planning Group, LLC, as agent, and Aimee Carlson of Pulte Home Company, LLC, as applicant, to submit or have submitted all applications and all required material and documents which have been approved by the undersigned in writing, and to attend and represent the undersigned at all meetings and public hearings pertaining to the application to the extent that an officer or other representative of the undersigned is not otherwise present. Any delegation pursuant to this consent may be revoked at any time by the undersigned.

The undersigned is the fee simple owner of the above referenced described property for which a Future Land Use Map Amendment is requested.

[Signature Page Follows]

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company,
a Massachusetts corporation, its managing member

By: Barings LLC,
a Delaware limited liability company, its investment advisor

By: Cassie A. McCrain
Name: Cassie A. McCrain
Title: Managing Director

Date: 10/15/2024

The foregoing instrument was acknowledged before me this 15 day of October, 2024, by Cassie A. McCrain, Managing Director of Barings LLC, a Delaware limited liability company, the investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, the managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, she is personally known to me or has produced _____ as identification.

Michelle Lee Suarez
Notary Public

Michelle Lee Suarez
Printed name of notary

My Commission Expires. _____

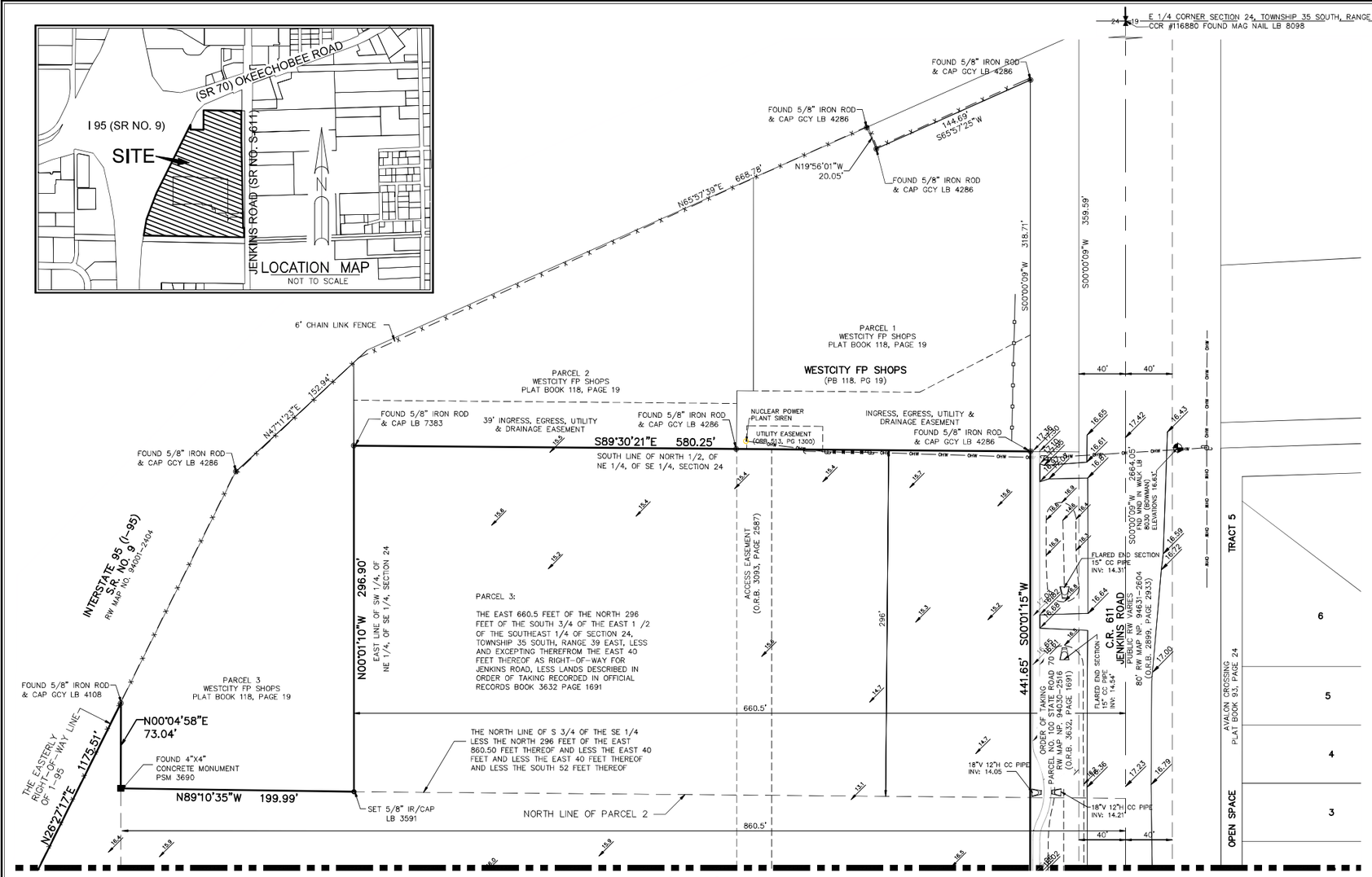
Print Name Michelle Lee Suarez

Notary Public-State of North Carolina

My Commission Expires November 26, 2024

MICHELLE LEE SUAREZ
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Nov. 26, 2024

24



NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE B, PART II OF EXCEPTIONS OF THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE HAVING A FILE NUMBER: 522400441GM, WITH AN COMMITMENT DATE OF MAY 23, 2024 @ 5:00 P.M.

SCHEDULE B, PART II EXCEPTIONS

5. Resolution 96-011 recorded February 6, 1996, in Official Records Book 997, Page 2176.
(AFFECTS NOTHING TO PLOT)

6. Ordinance No K-251 recorded March 4, 2004, in Official Records Book 1912, Page 2979.
(AFFECTS, ANNEX INTO THE CITY OF FORT PIERCE)

7. Restrictive Covenants and Access Easement Agreement recorded May 28, 2009, in Official Records Book 3093, Page 2587.
(AFFECTS PLOTTED)

8. Developer's Agreement recorded July 1, 2010, in Official Records Book 3209, Page 1238.
(AFFECTS NOTHING TO PLOT)

9. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
(AFFECTS NOTHING TO PLOT)

LEGEND

N.S.L.R.W.C.D. – NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
O.R.B. – OFFICIAL RECORD BOOK
RW – RIGHT-OF-WAY
RCP – REINFORCED CONCRETE PIPE
PB – PLAT BOOK
PG – PAGE
– ANCHOR
– CABLE TV VAULT
– CATCH BASIN
– CONCRETE POWER POLE
– CROSSWALK SIGNAL
– CURB INLET
– HOG OR BARBED WIRE FENCE
– DENOTES FOUND SURVEY ROD & CAP
– DENOTES NAIL & SURVEY DISK
– DRAINAGE MANHOLE
– ELECTRIC HAND HOLE
– ELECTRICAL WIRES OVERHEAD
– FIBER OPTIC BOX
– FIRE HYDRANT
– MAST ARM / TRAFFIC SIGNAL
– LIGHT POLE
– SANITARY MANHOLE
– SEWER VALVE
– TRAFFIC SIGN
– WATER VALVE
– WOOD POWER POLE (UNLESS NOTED)
– EXISTING ELEVATION
– DENOTES 1/4 SECTION CORNER
– DENOTES SECTION CORNER
– SURVEY MARKER/CONTROL POINT
PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
– DENOTES FOUND SURVEY MARKER
– SET 5/8" IR/CAP LB 3591

DESCRIPTION:

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS JULY 12, 2024.
2. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD FEET.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER: 522400441GM, EFFECTIVE DATE MAY 23, 2024 AT 5:00 P.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
6. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER EXHIBIT "A" OF THE TITLE COMMITMENT REFERENCED ABOVE.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF SOUTH 00°00'09" WEST ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP, ITEM/SEGMENT NO. 428984-1 STATE PROJECT NO. 94030.2516 STATE ROAD NO. 70 (OKEECHOBEE RD.)
8. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM); COMMUNITY PANEL NO. 12111C0167J, CITY OF FORT PIERCE, ST. LUCIE COUNTY, COMMUNITY NO. 120286 PANEL 0167, SUFFIX J; DATED FEBRUARY 16, 2012.
9. THERE ARE NOT GAPS, GORES OR HIATUSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.

CERTIFIED TO:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 12, 2024. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050, 5J-17.051, 5J-17.052, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027, AS AMMENDED AND CHAPTERS 177.041 AND 177.061, FLORIDA STATUTES.
THE FIELDWORK WAS COMPLETED ON JULY 12, 2024.

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
CERTIFICATION OF AUTHORIZATION NO. LB 3591

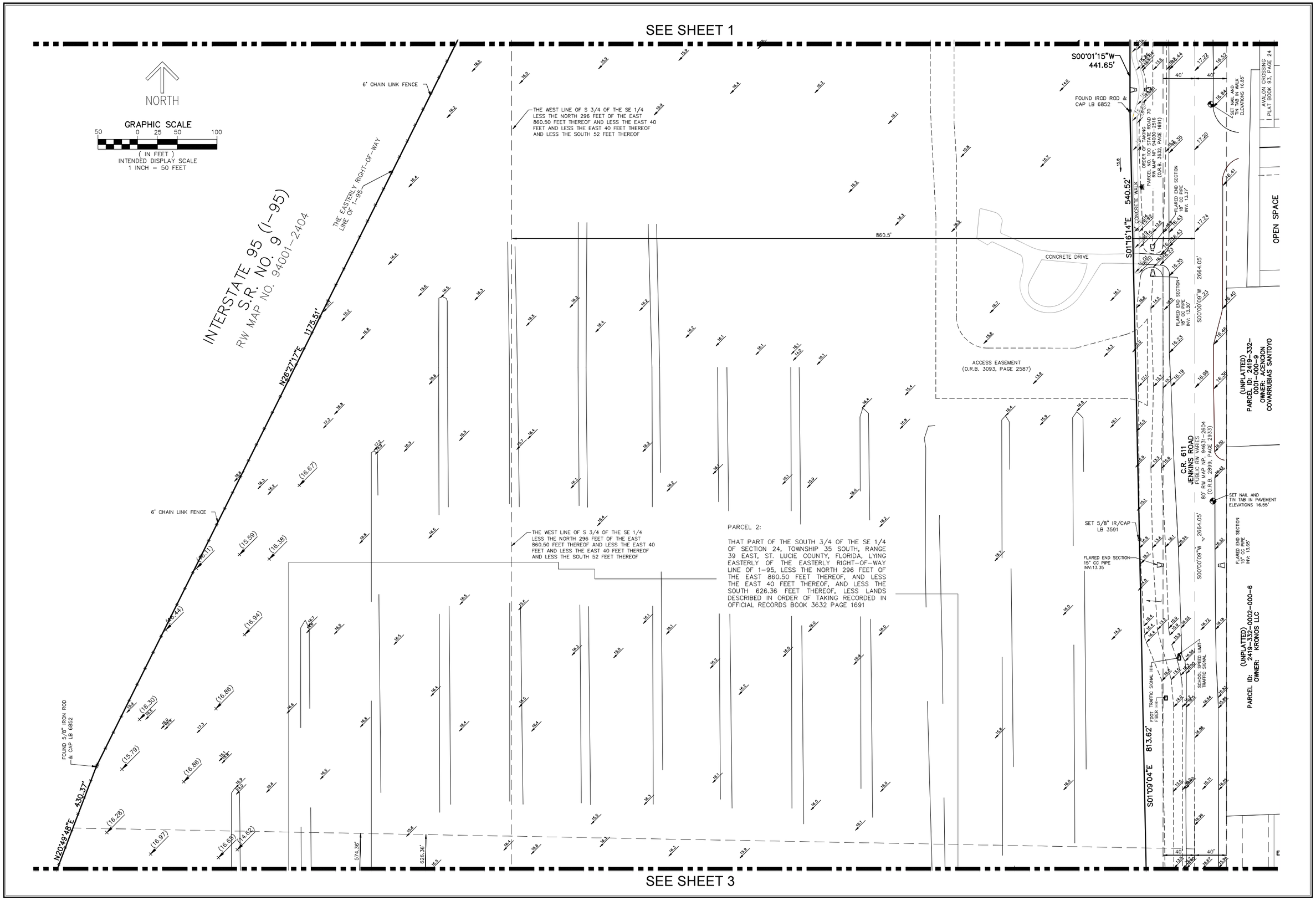
REVISIONS	DATE	BY
FILE NAME: 10958-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 1
OF 3 SHEETS



PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

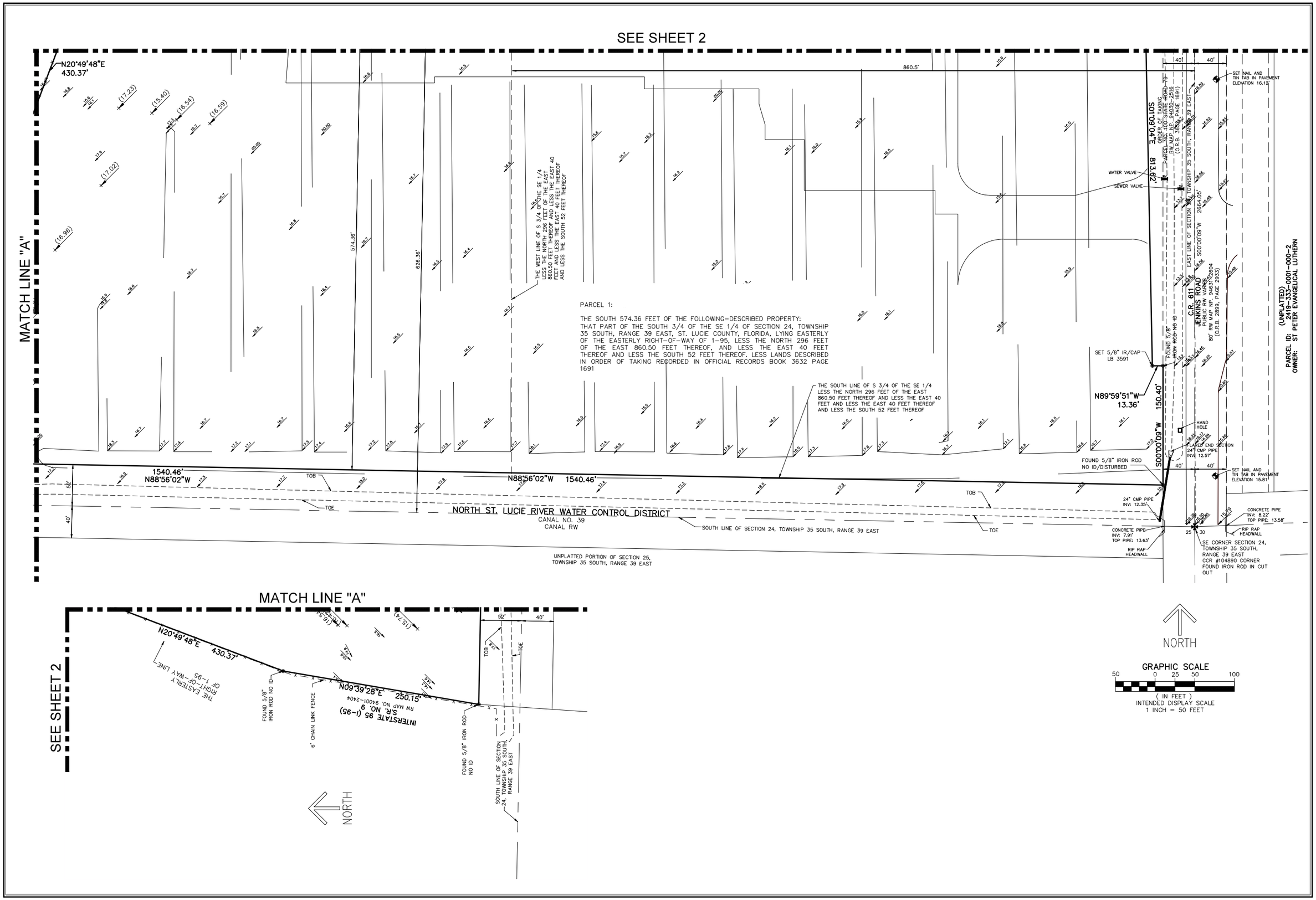
REVISIONS	DATE	BY
FILE NAME 10956-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE	6/20/2024
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE AS SHOWN	

JOB # 10108
SHT.NO. 2
OF 3 SHEETS



REVISIONS	DATE	BY
FILE NAME 10956-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE	6/20/2024
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE AS SHOWN	

JOB # 10956
SHT.NO. 3
OF 3 SHEETS

KESHAVARZ
& ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

Drainage Statement:

Cornerstone – City of Fort Pierce

Date: September 6, 2024
K&A Project No. 24-1479

Location

The 49.9 acre project site is located on the west side of Jenkins Road south of Okeechobee Road (S.R. 70) and immediately east of Interstate 95 in the City of Fort Pierce (Saint Lucie County) Florida. The project site is located within the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD) and will discharge stormwater to the NSLWCD Canal No. 39 located along the south boundary of the property.

FEMA Flood Data

The project site is located within flood zone X based on the current FEMA Flood Insurance Rate Map (FIRM) panel number 12111 C0167J, effective February 16, 2012. Flood zone X is defined as areas of minimal flood hazards. There is not a base flood elevation (BFE) assigned to flood zone X.

Existing Conditions

The project site was previously used for agricultural purposes and contains irrigation/drainage ditches throughout the site. There are two 18" RCP culverts hydraulically connecting the project site the drainage ditch along the west side of Jenkins Road. The ditch along the west side of Jenkins Road runs south and connects to the NSLRWCD Canal No. 39 with a 24" CMP.

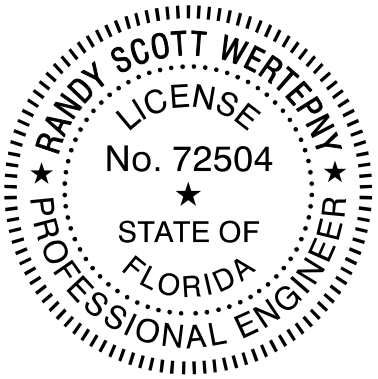
The existing ditches run in the north-south direction and connect to a larger ditch on the south boundary parallel to the NSLRWCD Canal No. 39. The Northeast corner of the property previously contained two residential homes that have been removed.

In 2008, an Environmental Resource Permit with SFWMD was obtained for the project site, SFWMD Permit No. 50-02924-P for the construction of a surface water management system for commercial development; however, this permit expired in 2013.

Proposed Improvements

The proposed project is for the development of a single-family residential community including building, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce.

The post development runoff from the site will be reduced to meet the SFWMD allowable discharge for the project site of 2" per acre per day or 4.19 cfs. Storm sewer mains will be designed to convey the runoff generated from a 5 year – 1 day storm event.



Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Certificate of Authorization No. 4897

Randy Wertepny, P.E.
Florida License No. 72504
September 6, 2024

This item has been electronically signed and sealed by Randy Wertepny on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

PULTE GROUP

CORNERSTONE

Environmental Assessment Report

Prepared For:

Pulte Group

Prepared By:

EW Consultants, Inc.

August 2024

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes the natural resource characteristics of the Pulte Group Cornerstone property. The 49.9 +/- acre Cornerstone property is located in Section 24, Township 35 South, Range 39 East within the City of Ft. Pierce, St. Lucie County, Florida. The property is bounded to the north by undeveloped land and a residential home, to the west by I-95 and the State Road 70 interchange, to the south by the NSLRWCD Canal No. 39, and to the east by Jenkins Road.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

SOILS

A Custom Soil Resource Report for the subject property is provided in the Appendix. This report, prepared by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) provides descriptions of the soil types within the Cornerstone property along with acreage summaries, soil limitation information, and recommended soil treatments for various proposed land uses.

VEGETATION COMMUNITIES

The following is a summary of the land cover types found on the Cornerstone property site. Land cover classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the land cover types on the subject property.

The vegetative community descriptions include general discussions of potential wildlife habitat provided by the various resources available in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections. Application of categories described as wetlands and ditches provides an approximation of the wetland areas or ditch classifications that remain subject to verification by SFWMD and, under current circumstances, the U.S. Army Corps of Engineers (USACE) for Section 404 purposes.

The FLUCFCS classifications observed on the site are described below. A land cover map of the observed community types is included in the Appendix of this report. The communities observed on the property are described as follows:

191 – Undeveloped Land Within Urban Areas –

This land cover is located within the northern and western portions of the property. The vegetation assemblage within these areas is dominated by non-native invasive species, ruderal weeds, and non-native pasture grasses. Vegetation includes Brazilian pepper, Australian pine, guava, smut grass, cogon grass, guinea grass, Caesar weed, and castor bean. Scattered occurrences of native laurel oak, slash pine, cabbage palm, and wax myrtle are also present.

510 – Ditches –

The property contains two man-made ditches that were created in support of the former agricultural practices on the property. The northern of the two ditches is shallow and is vegetated predominantly with non-native invasive species including torpedo grass, limpo grass, Peruvian primrose willow, and Caesar weed. Scattered occurrences of native species including broomsedge, spadeleaf and pennywort are also present. The southern ditch, located near the southern property boundary is a deep, steep sided ditch that contains scattered occurrences of non-native invasive Peruvian primrose willow and native Carolina willow.

643 – Wet Prairie –

There is one area located near the western property boundary that meets the criteria to be considered a wet prairie wetland. Vegetative cover in this area includes native grape vine, Virginia chain fern, and broomsedge, and non-native invasive old-world climbing fern and Peruvian primrose willow.

740 – Disturbed Lands –

This is the predominant land cover type on the subject property, and was previously improved for agricultural use. The vegetation assemblage is currently dominated by non-native invasive Brazilian pepper with scattered occurrences of native laurel oak, cabbage palm, and wax myrtle.

WILDLIFE

Wildlife Observations –

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents.

Listed Species and Evaluation –

The survey methodologies used for determining the status of state and/or federally listed wildlife species occurrence on the site followed generally accepted protocols as specified in state and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

Pedestrian and vehicular surveys were employed to assess relative habitat quality and wildlife utilization. In addition, the protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) protocols and techniques relative to the species under consideration.

The state and/or federally listed wildlife species known or expected to occur on the subject site is summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgement and noted as either observed during site review or likelihood of occurrence as high, medium, or low.

Table 1. Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian and vehicular transects	M	FT/SA
Audubon's crested caracara	*Caracara cheriway*	Dry prairie, open rangeland	Pedestrian and vehicular transects	L	FT
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	Pedestrian and vehicular transects	L	No longer listed Nest trees protected

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	Pedestrian and vehicular transects	L	FT
Florida bonneted bat	*Eumops floridanus*	A diversity of forested habitats	Acoustic and roost surveys	L	FE
Florida burrowing owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian and vehicular transects	L	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open pine canopy	Pedestrian and vehicular transects	L	ST
Florida sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	Pedestrian and vehicular transects; aerial nest survey	L	ST
Florida scrub-jay	*Aphelocoma coerulescens*	Xeric oak scrub and scrubby flatwoods on sandy ridges and dunes	Pedestrian and vehicular transects	L	FT
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey 100% of suitable habitat	M	ST
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian and vehicular transects	L	FE
Reddish egret	*Egretta rufescens*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	L	ST
Roseate spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Southeast American kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and	Pedestrian and vehicular transects	L	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian and vehicular transects	M	FT

O* = Observed; [1] Observed transient ; [2] Observed nesting and/or resident
Probability of Occurrence: H= High; M= Medium; L= Low;

FE = Federally-designated Endangered; FT = Federally-designated Threatened; FXN = Federally-designated Threatened Nonessential Experimental Population; FT(S/A) = Federally-designated Threatened species due to similarity of appearance; ST = State-designated Threatened; SSC = State Species of Special Concern

The American alligator is listed as Federally Threatened due to similarity of appearance with the American crocodile. Alligators are relatively common throughout the region in wetland and aquatic systems. Although none were observed during the field reconnaissance for this environmental assessment, there is a moderate potential for alligators to occur within the on-site ditches.

The subject site is within the consultation area of Audubon's crested caracara. The subject site; however, does not contain suitable nesting or foraging habitat and no crested caracara or caracara nests were observed during site reconnaissance conducted in June and July of 2024.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. The property does not contain any suitable nesting or foraging habitat for bald eagles and no bald eagles or bald eagle nests were observed on site.

A reptile species that was not observed but has potential to occur on the site is the federally threatened eastern indigo snake. The eastern indigo snake is a secretive species that ranges widely over a diversity of upland and wetland habitats, and is known to occur in the region. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

The Florida bonneted bat is listed as endangered by the U.S. Fish and Wildlife Service (USFWS). This species preferred habitat for roosting and nesting includes a variety of forested habitats and man-made structures. The property is located outside of the designated consultation area for this species, thus its potential for occurrence is considered low.

The Florida burrowing owl is a small ground-dwelling owl often found in open fields with little to no tree canopy coverage, where it spends most of its time on the ground, perching on dirt mounts, fence posts, or short shrubs. The site does not contain suitable habitat for burrowing owls, thus there is a low potential for this species to occur. No burrowing owls or burrowing owl burrows were observed on the property.

The Florida pine snake inhabits areas that feature well-drained sandy soils with moderate to open canopy. According to the FFWCC publicly available database, the subject site is located within the distribution area for this species. The property does not contain any suitable habitat for this species, thus the potential for this species to occur is considered low and no Florida pine snakes were observed during field reconnaissance.

No Florida sandhill crane nests were observed on the site; however, this species is relatively common within the region. The preferred nesting habitat for sandhill cranes is freshwater herbaceous marsh wetland which does not occur on site and no sandhill cranes or sandhill crane nests were observed during field reconnaissance.

The Florida scrub-jay is a Federally threatened species that inhabits xeric oak and scrubby flatwoods habitats along sandy ridges and dunes. The subject property does not contain any suitable habitat for this species and no Florida scrub-jays were observed or heard during field reconnaissance.

In July 2024, a representative habitat survey was conducted by Jason Hahner (Licensed Gopher Tortoise Agent #GTA-14-00024H) in order to identify any occurrence of gopher tortoises, their burrows, or indicators of their presence. The habitat survey was conducted in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) *Gopher Tortoise Permitting Guidelines* (revised April 2023).

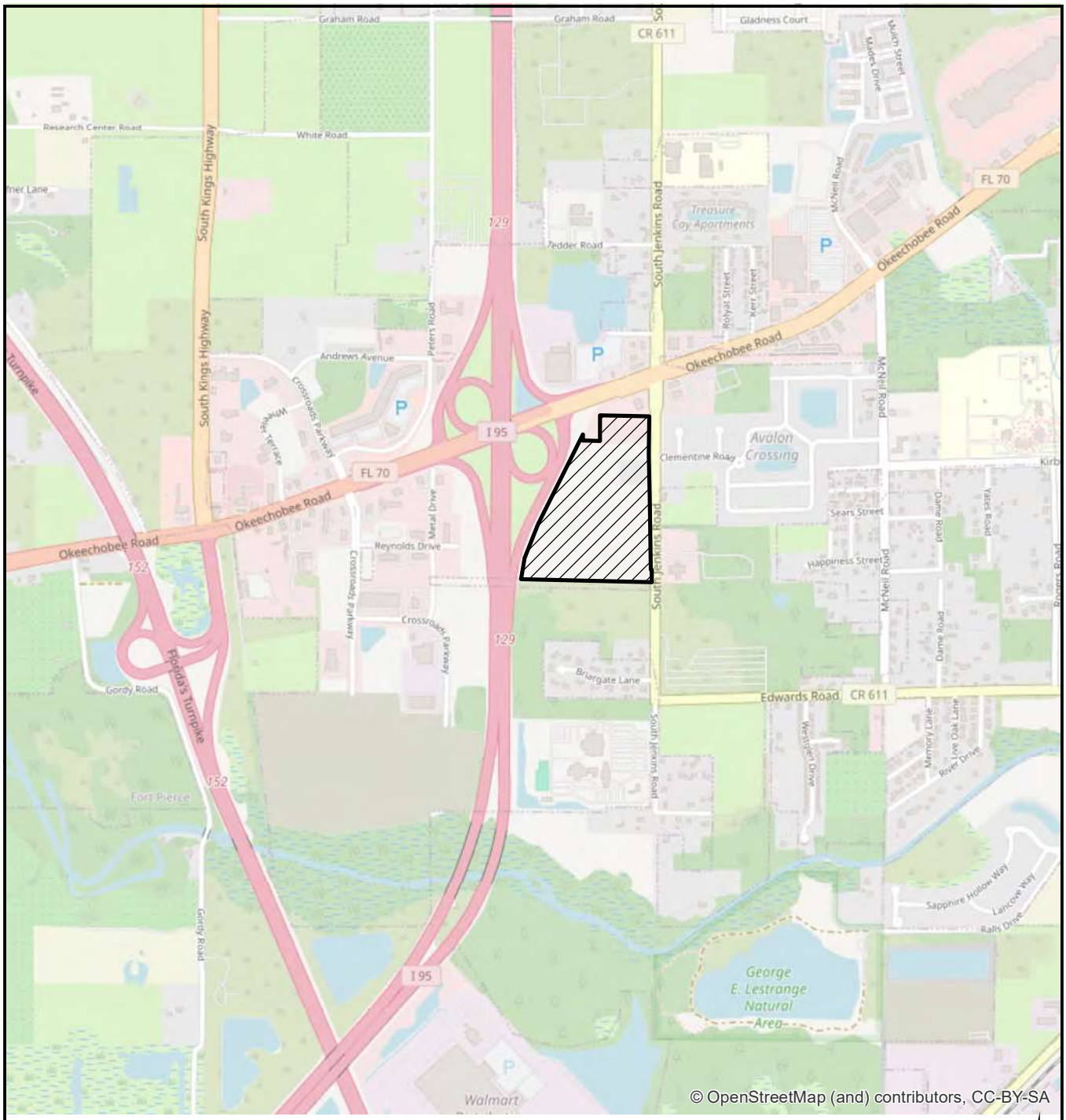
There were no gopher tortoises, potentially occupied gopher tortoise burrows, or other indicators of the presence of gopher tortoises observed on the property during field reconnaissance and the representative habitat survey conducted in July 2024. In accordance with FFWCC gopher tortoise permitting guidelines, prior to any land clearing or site work, a 100% habitat survey for this species must be completed. A gopher tortoise relocation permit will need to be obtained through FFWCC for any gopher tortoise burrows that cannot be avoided from impacts by a radius of at least 25 feet from a burrow's entrance.

The presence of surface water (ditches) and a wet prairie wetland indicates a moderate potential for occurrence of State-designated threatened wading bird species including the little blue heron, tricolored heron, and roseate spoonbill, and the Federally-designated threatened wood stork. The property does not contain suitable nesting habitat for any of these species and no such nesting activity was observed. Therefore, any occurrence of these wading bird species on the property would be for the purpose of transient foraging.

WETLANDS AND WATERBODIES

Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application.

APPENDIX



LEGEND

▨ - SITE (49.9+/- AC)

CORNERSTONE
LOCATION MAP

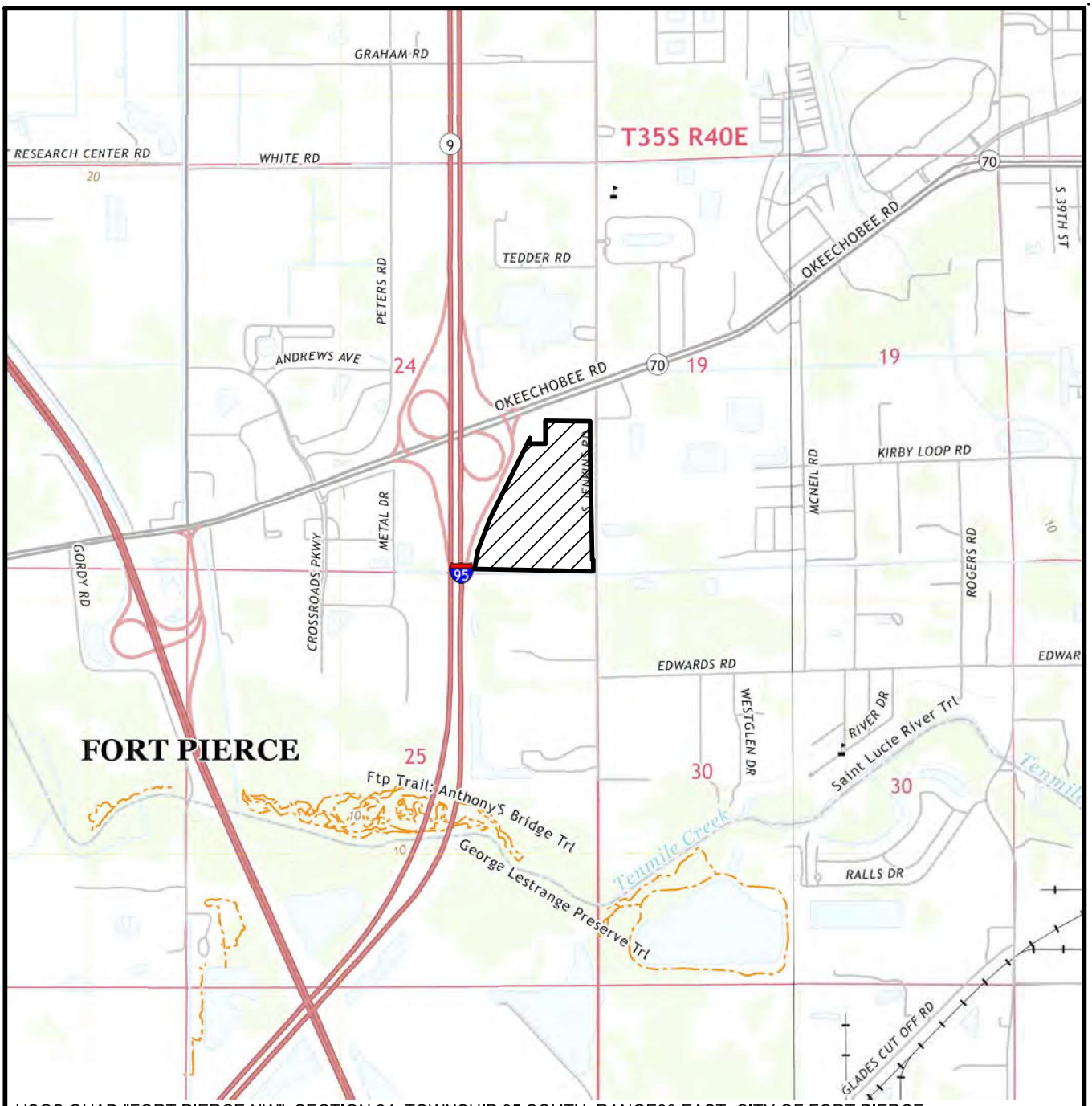
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

AUG 2024

FIGURE

1



USGS QUAD "FORT PIERCE NW", SECTION 24, TOWNSHIP 35 SOUTH, RANGE39 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, LATITUDE 27d°04'47" LONGITUDE -80°23'06"

LEGEND

▨ - SITE (49.9± AC)

0 2000

SCALE IN FEET

CORNERSTONE

QUAD

EW CONSULTANTS, INC.

EW Consultants, Inc.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

AUG 2024

FIGURE

2

Cornerstone.dwg QUAD

FDOT AERIALS DATED 2024

0 600
SCALE IN FEET

CORNERSTONE
AERIAL

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
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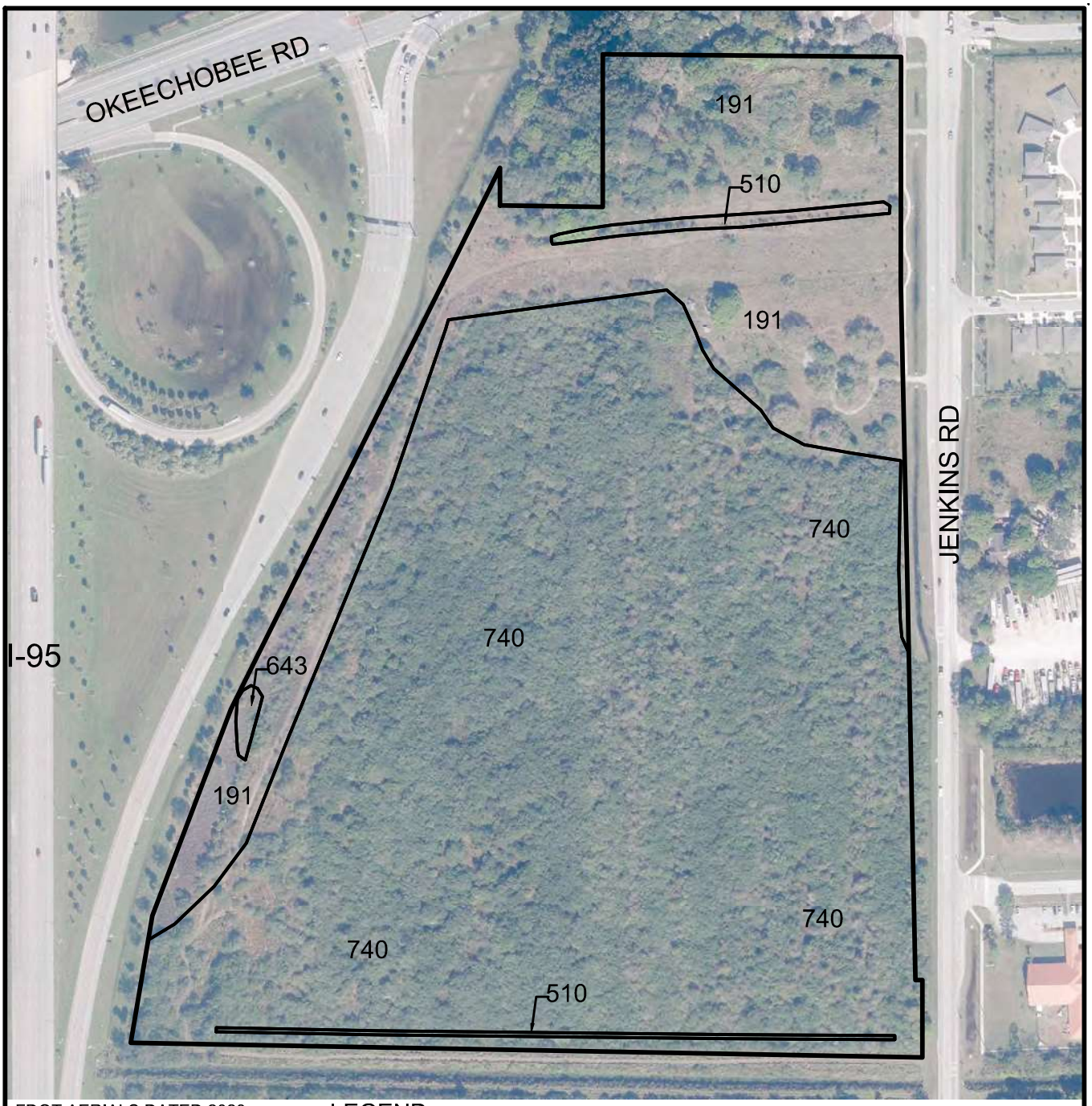
AUG 2024

FIGURE
3

Cornerstone.dwg AERIAL



FDOT AERIALS DATED 2023

LEGEND

191 - UNDEVELOPED LAND WITHIN URBAN AREAS (12.4± AC)
510 - DITCH (0.6± AC)
643 - WET PRAIRIE (0.1± AC)
740 - DISTURBED LANDS (36.8± AC)
TOTAL SITE (49.9± AC)

0 300
SCALE IN FEET

CORNERSTONE

FLUCFCS

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AUG 2024

FIGURE
4

Cornerstone.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(CORNERSTONE)

Map Scale: 1:3,630 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

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

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 17, Sep 6, 2023

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
2	Ankona and Farmton sands	0.9	1.8%
25	Nettles and Oldsmar sands	49.0	98.2%
Totals for Area of Interest		**49.9**	**100.0%**

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2988687 OR BOOK 2736 PAGE 1681, Recorded 01/09/2007 at 01:11 PM
Doc Tax: $175000.00

This Instrument Prepared By:
Record and return to:
David M. Shaw, Esquire
HAILE, SHAW & PFAFFENBERGER, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, Florida 33408

Tax Folio Nos. 2324-413-0000-000/9
2324-414-0000-000/2
2324-413-0001-000/2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this 5th day of January, 2007, between FP LAND, LTD., a Florida limited partnership, with an address of 599 NW 82nd Avenue, Plantation, Florida 33324, hereinafter called the Grantor, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns, and CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, with an address of c/o Cornerstone Real Estate Advisers, LLC, 180 Glastonbury Boulevard, Suite 401, Glastonbury, Connecticut 06033, and whose Taxpayer Identification Number is 56-2630592, hereinafter called the Grantee, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns.

WITNESSETH:

That for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee all that certain piece of property and tract of land situate in the County of St. Lucie and State of Florida, described on Exhibit "A" attached hereto as a part hereof.

TOGETHER WITH all improvements thereon and rights, benefits, easements, appurtenances and hereditaments thereto appertaining.

SUBJECT HOWEVER to those matters designated on Exhibit "B" hereto, the provisions of which are not reimposed hereby.

TO HAVE AND TO HOLD IN FEE SIMPLE FOREVER.

Grantor does hereby specially warrant the title to the Property, subject only to those matters set forth herein, and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year aforesaid.

WITNESSES:

Name: Jill Calnan

Name: Joanne Shute

SELLER:

FP LAND, LTD., a Florida limited partnership

By: FP Land, LLC, a Florida limited liability company, its general partner

By: _____
Name: Kenneth H. Simigran
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3 day of January, 2006, by Kenneth H. Simigran, a Manager of FP Land, LLC, a Florida limited liability company, general partner of FP Land, Ltd., a Florida limited partnership, on behalf of the limited partnership, he is personally known to me or has produced _____ as identification.

JILL CALNAN
Comm# DD0608961
Expires 12/22/2010
Florida Notary Assn., Inc

[SEAL]

_____
Notary Public

Jill Calnan
Printed name of notary

My Commission Expires: 12/22/2010

EXHIBIT A

TO

SPECIAL WARRANTY DEED

Description of Land

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof and LESS the South 52 feet thereof.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way line of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof, and LESS the South 626.36 feet thereof.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, LESS AND EXCEPTING THEREFROM the East 40 feet thereof as right-of-way for Jenkins Road, all lying and being in St. Lucie County, Florida.

EXHIBIT B

TO

SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

2. Resolution No. 96-101 of the Board of County Commissioners of St. Lucie County, Florida, recorded in Official Records book 997, Page 2176.

3. Ordinances No. K-251 and No. K-261 of the City Commission of the City of Fort Pierce, recorded in Official Records Book 1948, Page 1790, respectively.

4. Right of way of Jenkins Road.

5. Matters as disclosed on that certain survey prepared by Manucy Land Surveyors, Inc., dated September 22, 2006, as Order No. 150-608, which discloses, among other matters, the following encroachments:

   a. by a 6-foot chain link fence onto adjoining property along the westerly property line of the subject property;

   b. by mail boxes, asphalt drives, a sign, a dirt drive, and wood poles at the northeasterly corner of the subject property;

   c. by a concrete drive and a dirt drive along the East property line; and

   d. by irrigation ditches onto adjoining property along the South property line.

DISTRICT PLANNING GROUP

Historical Report

Cornerstone by Pulte

PID 2324-413-0000-000-9 & 2324-431-0001-000-2

There are no known historical resources present on the subject property.

Leslie Olson, AICP

Principal

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2721 S JENKINS RD
Sec/Town/Range: 24/35S/39E
Parcel ID: 2324-413-0000-000-9
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 14293
Map ID: 23/24S
Zoning: General Co

Ownership

Cornerstone Fort Pierce Dev

c/o ECHO Real Estate Services Company
560 Epsilon Dr
Pittsburgh, PA 15238

Legal Description

24 35 39 THAT PART OF S 3/4 OF SE 1/4 LYG ELY OF ELY RD R/W LI OF I-95 R/W-LESS W 200 FT OF N 296 FT OF E 860.50 FT AND LESS E 40 FT AND LESS THAT PART MPDAF: FROM SE COR OF SEC RUN N 00 00 08 E ALG E SEC LI 357.69 FT,TH N 89 59 52 W 60 FT TO POB AND CURVE CONC SW,R OF 38 FT,TH WLY ALG ARC 19.90 FT,TH N 89 59 52 W 161.61 FT TO CURVE CONC SE,R OF 58 FT,TH SWLY ALG ARC 91.11 FT,TH N 00 00 08 E 89.67 FT,TH N 89 59 52 W 28.66 FT,TH N 00 00 08 E 29.98 FT,TH N 89 59 52 W 165.18 FT,TH N 00 00 08 E 19 FT,TH N 00 04 56 W 26 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 49.34 FT,TH N 00 00 08 E 19 FT,TH N 16 29 09 W 27.12 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 144.34 FT,TH N 00 00 08 E 15.15 FT,TH N 89 59 52 W 264.77 FT,TH S 00 03 41 W 7.67 FT,TH N 89 59 52 W 187.24 FT TO CURVE CONC W,R OF 298 FT,TH NLY ALG ARC 44.08 FT,TH N 00 00 08 E 383.90 FT,TH S 89 59 52 E 340.07 FT,TH S 00 00 08 W 8.79 FT,TH S 89 59 52 E 45.75 FT,TH S 00 00 08 W 12.20 FT,TH S 89 59 52 E 351.62 FT,TH S 00 00 08 W 19 FT,TH S 89 59 52 E 106.57 FT,TH S 00 00 08 W 491.62 FT TO CURVE CONC NE,R OF 38 FT,TH SELY ALG ARC 59.69 FT,TH S 89 59 52 E 109.98 FT,TH N 74 48 27 E 72.12 FT TO CURVE CONC NW,R OF 38 FT,TH NELY ALG ARC 26.17 FT,TH S 00 00 08 W 94.03 FT TO POB- (42.053 AC) (OR 2736-1681)

Current Values

Just/Market Value:	$3,606,400
Assessed Value:	$3,324,769
Exemptions:	$0
Taxable Value:	$3,324,769

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	42.05
Land Size (SF):	1,831,829

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 5, 2007	2736 / 1681	XX02	SPWD	FP Land Ltd	$25,000,000
Mar 30, 2006	2528 / 2870	XX01	SPWD	NSLWCD	$1,700,000
Oct 1, 1987	0561 / 0810	XX01	CV		$355,000
Oct 1, 1987	0561 / 0810	XX00	CV		$355,000
Mar 1, 1979	0304 / 2145	XX00	CV		$150,000
Aug 1, 1976	0255 / 2359	XX00	CV		$135,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$3,606,400
Just/Market:	$3,606,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$281,631
Assessed:	$3,324,769
Exemption(s):	$0
Taxable:	$3,324,769

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	116	Fort Pierce Stormwater Charge	$8,004.00
2013	0054	42.05301	North St. Lucie Water Management District	$1,009.27

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$3,606,400	$3,324,769	$0	$3,324,769
2022	$3,606,400	$3,022,518	$0	$3,022,518
2021	$2,747,744	$2,747,744	$0	$2,747,744
2020	$2,747,744	$2,747,744	$0	$2,747,744

Permits

Number	Issue Date	Description	Amount	Fee
RF20052017	May 27, 2005	Roof	$5,970	$60

BP18-0949	Apr 19, 2018	Demolition	$69,000	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: S JENKINS RD
Sec/Town/Range: 24/35S/39E
Parcel ID: 2324-431-0001-000-2
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 138925
Map ID: 23/24S
Zoning: General Co

Ownership

Cornerstone Fort Pierce Dev

c/o ECHO Real Estate Services Company
560 Epsilon Dr
Pittsburgh, PA 15238

Legal Description

24 35 39 THAT PART OF SEC MPDAF: FROM SE COR OF SEC RUN N 00 00 08 E ALG E SEC LI 357.69 FT,TH N 89 59 52 W 60 FT TO POB AND CURVE CONC SW,R OF 38 FT,TH WLY ALG ARC 19.90 FT,TH N 89 59 52 W 161.61 FT TO CURVE CONC SE,R OF 58 FT,TH SWLY ALG ARC 91.11 FT,TH N 00 00 08 E 89.67 FT,TH N 89 59 52 W 28.66 FT,TH N 00 00 08 E 29.98 FT,TH N 89 59 52 W 165.18 FT,TH N 00 00 08 E 19 FT,TH N 00 04 56 W 26 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 49.34 FT,TH N 00 00 08 E 19 FT,TH N 16 29 09 W 27.12 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 144.34 FT,TH N 00 00 08 E 15.15 FT,TH N 89 59 52 W 264.77 FT,TH S 00 03 41 W 7.67 FT,TH N 89 59 52 W 187.24 FT TO CURVE CONC W,R OF 298 FT,TH NLY ALG ARC 44.08 FT,TH N 00 00 08 E 383.90 FT,TH S 89 59 52 E 340.07 FT,TH S 00 00 08 W 8.79 FT,TH S 89 59 52 E 45.75 FT,TH S 00 00 08 W 12.20 FT,TH S 89 59 52 E 351.62 FT,TH S 00 00 08 W 19 FT,TH S 89 59 52 E 106.57 FT,TH S 00 00 08 W 491.62 FT TO CURVE CONC NE,R OF 38 FT,TH SELY ALG ARC 59.69 FT,TH S 89 59 52 E 109.98 FT,TH N 74 48 27 E 72.12 FT TO CURVE CONC NW,R OF 38 FT,TH NELY ALG ARC 26.17 FT,TH S 00 00 08 W 94.03 FT TO POB (9.057 AC) (OR 2736-1681)

Current Values

Just/Market Value:	$828,500
Assessed Value:	$716,082
Exemptions:	$0
Taxable Value:	$716,082

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	9.06
Land Size (SF):	394,536

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 5, 2007	2736 / 1681	XX02	SPWD	FP Land Ltd	$25,000,000
Jun 17, 2005	2279 / 0933	XX01	WD	Fort Pierce Properties LLC,	$9,785,000
Nov 18, 2003	1849 / 1189	XX00	WD	Twenty Six Associates, LLC.	$2,400,000
Jun 16, 2003	1738 / 1793	XX00	TRUST	Brisben William O	$1,441,500
Jul 3, 2001	1410 / 2288	XX00	WD	Thomas Jr Roy P	$450,000
May 31, 1996	1027 / 2012	XX01	PRDEED	Thomas Myrtle L	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$828,500
Just/Market:	$828,500
Ag Credit:	$0
Save Our Homes or 10% Cap:	$112,418
Assessed:	$716,082
Exemption(s):	$0
Taxable:	$716,082

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	24.7	Fort Pierce Stormwater Charge	$1,704.30
2013	0054	9.0573	North St. Lucie Water Management District	$217.38

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$828,500	$716,082	$0	$716,082
2022	$828,500	$650,984	$0	$650,984
2021	$591,804	$591,804	$0	$591,804
2020	$591,804	$591,804	$0	$591,804

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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O'ROURKE
ENGINEERING & PLANNING
ATMC Company

September 3, 2024

To: Aimee Carlson

From: Susan O'Rourke

Re: Cornerstone Site

O'Rourke Engineering & Planning (O'REP) is pleased to provide a land use plan amendment analysis of the 51.11 acre planned development to be located west of Jenkins Road and south of Okeechobee Road in Fort Pierce, St Lucie County, Florida. The project site plan and location are provided in **Attachment A**.

Existing Land Use Description

The existing land use is categorized as General Commercial. This land use allows for a maximum of either 15 dwelling units per acre or a 1.0 floor area ratio (FAR). With the site consisting of 51.11 acres, 1.0 FAR allows for 2,226,351 square feet of commercial space and a trip generation of 45,436 daily trips, 1,027 AM peak hour trips with 687 entering and 340 exiting and 3,742 PM peak hour trips with 1,766 entering and 1,976 exiting. The existing trip generation is shown in **Table 1a, 1b, and 1c**.

Proposed Land Use Description

The future land use is proposed to be classified as Residential Medium with a Planned Development zoning. The land use allows for a maximum of 12 dwelling units per acre. With the site consisting of 51.11 acres, the maximum proposed land use allows for 613 dwelling units and has a trip generation of 5,350 daily trips, 388 AM peak hour trips with 97 entering and 291 exiting and 546 PM peak hour trips with 344 entering and 202 exiting. The proposed trip generation is shown in **Table 2a, 2b, 2c**.

Conclusion

The proposed land use will result in a decrease in trips and therefore further analysis of the land use change is not required.

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 SE Ocean Boulevard Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 9/3/2024 License #: 42684

Table 1 - Trip Generation - Existing General Commercial

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	T = 26.11(X) + 5863.73	50%	50%	31,997	31,997	63,994	-	-	-	0.0%	31,997	31,997	63,994	9,279	9,279	18,558	29.0%	22,718	22,718	45,436
TOTALS							**31,997**	**31,997**	**63,994**	**-**	**-**	**-**	**0.0%**	**31,997**	**31,997**	**63,994**	**9,279**	**9,279**	**18,558**	**29.0%**	**22,718**	**22,718**	**45,436**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	T = 0.59(X) + 133.55	62%	38%	897	550	1,447	-	-	-	0.0%	897	550	1,447	210	210	420	29.0%	687	340	1,027
TOTALS							**897**	**550**	**1,447**	**-**	**-**	**-**	**0.0%**	**897**	**550**	**1,447**	**210**	**210**	**420**	**29.0%**	**687**	**340**	**1,027**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	Ln(T) = 0.72Ln(X) + 3.02	48%	52%	2,530	2,740	5,270	-	-	-	0.0%	2,530	2,740	5,270	764	764	1,528	29.0%	1,766	1,976	3,742
TOTALS							**2,530**	**2,740**	**5,270**	**-**	**-**	**-**	**0.0%**	**2,530**	**2,740**	**5,270**	**764**	**764**	**1,528**	**29.0%**	**1,766**	**1,976**	**3,742**

Source: ITE 11th Edition Trip Generation Rates

Table 2 - Trip Generation - Proposed Residential Medium

Table 2a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.92Ln(X) + 2.68	50%	50%	2,675	2,675	5,350	-	-	-	0.0%	2,675	2,675	5,350	-	-	-	0.0%	2,675	2,675	5,350
TOTALS							**2,675**	**2,675**	**5,350**	**-**	**-**	**-**	**0.0%**	**2,675**	**2,675**	**5,350**	**-**	**-**	**-**	**0.0%**	**2,675**	**2,675**	**5,350**

Source: ITE 11th Edition Trip Generation Rates

Table 2b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.91Ln(X) + 0.12	25%	75%	97	291	388	-	-	-	0.0%	97	291	388	-	-	-	0.0%	97	291	388
TOTALS							**97**	**291**	**388**	**-**	**-**	**-**	**0.0%**	**97**	**291**	**388**	**-**	**-**	**-**	**0.0%**	**97**	**291**	**388**

Source: ITE 11th Edition Trip Generation Rates

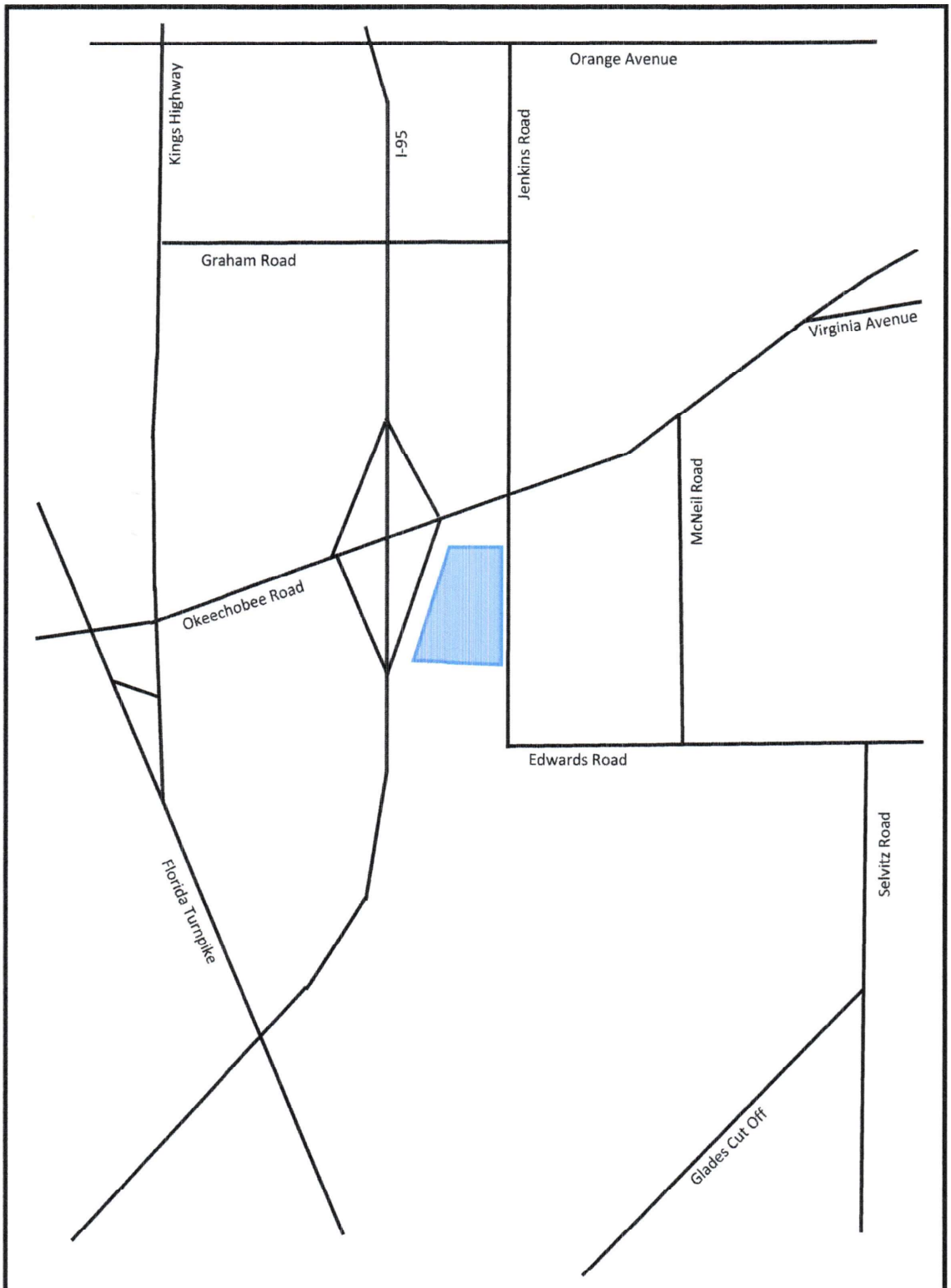
Table 2c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.94Ln(X) + 0.27	63%	37%	344	202	546	-	-	-	0.0%	344	202	546	-	-	-	0.0%	344	202	546
TOTALS							**344**	**202**	**546**	**-**	**-**	**-**	**0.0%**	**344**	**202**	**546**	**-**	**-**	**-**	**0.0%**	**344**	**202**	**546**

Source: ITE 11th Edition Trip Generation Rates

ATTACHMENT A

Project Location



N

O'ROURKE ENGINEERING & PLANNING

A TMC Company

NTS

3725 S. East Ocean Blvd
Stuart, Fl, 34996 Suite 201

Job #:

Date:

Legend

= Project Location

Figure 1

Project Location

Cornerstone Site

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: FLUMA - Pulte-Cornerstone - 2721 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 4th, 2026

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE: Vennis Gilmore **DATE:** January 5th, 2026

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , 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:

SCN StLucie-IndianRv-Stuart 01/04/2026

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 01/04/2026

K. Yan
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$424.40		
Tax Amount:	$0.00		
Payment Cost:	$424.40		
Order No:	11948248	# of Copies:	
Customer No:	1126026	1	
PO #:	25-009 Cornerstone Pulte		

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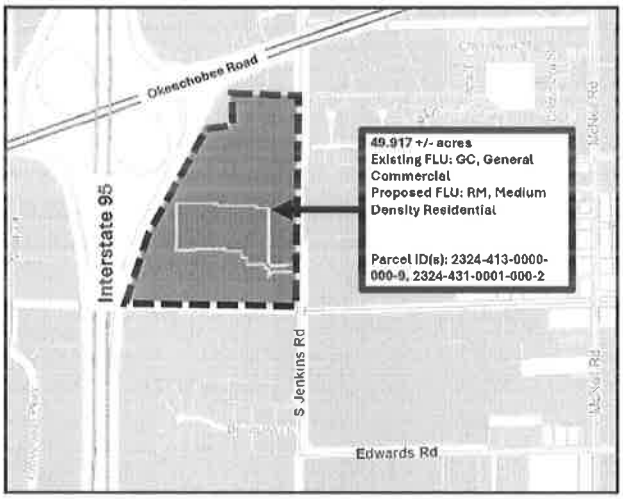
KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, January 20, 2026 at 5:05 p.m. and Monday, February 2, 2026 at 5:05 p.m. hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-009 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD, FROM CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL TO CITY OF FORT PIERCE (RM) MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PARCELS: 2324-413-0000-000-9 and 2324-431-0001-000-2



All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 1/4/2026

TR-43192572

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , 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:

SCN StLucie-IndianRv-Stuart 01/04/2026

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 01/04/2026

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$424.40	
Tax Amount:	$0.00	
Payment Cost:	$424.40	
Order No:	11948252	# of Copies:
Customer No:	1126026	1
PO #:		

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE-
COMPREHENSIVE PLAN
AMENDMENT
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 163.3184, 163.3184, and 166.041 F.S., will on Tuesday, January 20, 2026 at 5.05 p.m. hold a public hearing for the transmittal hearing of the enactment of a proposed ordinance in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida.

ORDINANCE 26-002 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN PURSUANT TO THE EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS; PROVIDING FOR INCORPORATION OF THE AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND APPLICABLE REVIEWING AGENCIES; AUTHORIZING THE MAYOR TO EXECUTE AN AFFIDAVIT ATTESTING TO THE LEGAL COMPLIANCE OF THE COMPREHENSIVE PLAN AMENDMENTS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: January 4, 2026

TR-43192577

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: CORNERSTONE-PULTE FLUMA ORDINANCE REVIEW

CAO RLS FILE: RLS 24-455

DATE: DECEMBER 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Future Land Use Map Amendment. The Ordinance is approved as to form and correctness.

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

Thank you.
SH

City Commission Regular Meeting - 5:05 PM **30. D.**

Meeting Date: 01/20/2026

Re: Pulte-Cornerstone Master PD Rezoning

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Ordinance 25-037 - Review and approval of a Zoning Map Amendment by applicant Leslie Olson to change the zoning of two (2) parcels of land from General Commercial Zone, C-3, to Planned Development, PD at 2721 S Jenkins Road, more specifically at Parcel ID(s): 2324-413-0000-000-9 & 2324-431-0001-000-2 - FIRST READING.

SUMMARY:

Per Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a Master Planned Development (PD) Zoning District. The application proposes a two-hundred-and-fifty-unit fee simple single-family residential master planned development community with a range of home sizes, a range of designs, and amenities such as a linear park connecting the recreational area to a pocket park providing additional buffer for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to I-95.

History

On November 3, 2008, the City Commission approved a site plan to construct a 383,605 square foot commercial development consisting of eight (8) buildings by the name of Newberry Fields. The anchor tenant for the proposed development was a Target retail store.

On December 9, 2024, the Planning Board reviewed and recommended approval of the concurrent application for a Future Land Use Amendment of the subject property. The applicant requested to change the Future Land Use from GC, General Commercial to RM, Medium Density Residential.

On August 11, 2025, the Planning Board recommended approval of the proposed Master Planned Development with fourteen (14) conditions. The applicant has since resubmitted recommended amendments to conditions and a new phasing plan with a new bus stop location.

On October 13, 2025, an updated proposal for the Pulte-Cornerstone Master Planned Development was presented to the Planning Board due to the applicant’s concerns with several conditions that were recommended, and the submittal of a new phasing plan. During

the meeting, the applicant presented a completely different phasing plan that was not included in the October 13 th, 2025, Planning Board agenda. The St. Lucie County Schools representative stated that the School Board would prefer the bus stop location to be at the amenity center. Both the Staff and the Planning Board agreed that project conditions and approvals should be negotiated and agreed upon by the Technical Review Committee and the Applicants before being presented to the Planning Board for a recommendation. Therefore, a motion was made to table the subject agenda item until the November 10 th, 2025, Planning Board meeting. The motion was approved unanimously by the Planning Board. The applicant has since provided a new phasing plan (includes the cross-access and bus stop at the amenity center in phase 1), updated developer's agreement, HUD Attenuation Guidelines, and FDOT Noise Attenuation Guidelines.

Should this application be granted, an Application for a Final PD will be required prior to application for Building Permits.

RECOMMENDATION:

Staff's recommendation is for the City Commission to **APPROVE** the Master Planned Development and Site Plan subject to the 14 Conditions as noted.

Conditions

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

The approximate date when construction of the project can be expected to begin.

The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

a. A Landscape plan per section 123-4 of the City Ordinance.
b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
c. The heights of proposed buildings and structures.
d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.
13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the

study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

From Figure 18-3 Building Noise Reduction Factors:

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

ALTERNATIVES:

1. Approval with alternative/additional conditions.
OR
2. Disapproval.

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Staff Presentation
Ordinance 25-037
Ordinance 25-037 Development Agreement
Staff Report Supporting Documents
Application Supporting Documents
Response to Traffic Impact Analysis from TMC Consultants
Final Phasing Plan Proposal
HUD Noise Attenuation Guidelines
FDOT Noise Attenuation Guidelines
Adjacent Property Owner Support Letter
Master PD Site Plan for Digital Signature
Public Notice Certification
CA Memo 25-414

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **PULTE-CORNERSTONE PLANNED DEVELOPMENT – ZONING ATLAS MAP AMENDMENT (MASTER DEVELOPMENT PLAN) – PROJECT #: PD2024-00007**

REVIEWER: **VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER**

COMMISSION DATE: **1/20/2026**

STAFF REPORT

Owner: Cassie McCrain, Cornerstone Fort Pierce Development, LLC

Applicant: Leslie Olson, District Planning Group

Requested Action: A review of an application for a Zoning Atlas Map Amendment of two (2) parcels of land to change the Zoning classification from General Commercial Zone (C-3) to Pulte-Cornerstone Planned Development (PD) with an associated Master Development Plan.

Location: Generally located at or near 2721 S Jenkins Road in Fort Pierce, FL.

Parcel IDs: 2324-413-0000-000-9 & 2324-431-0001-000-2

Site Area: 49.92 +/- Acres

Current FP Zoning: C-3, General Commercial Zone

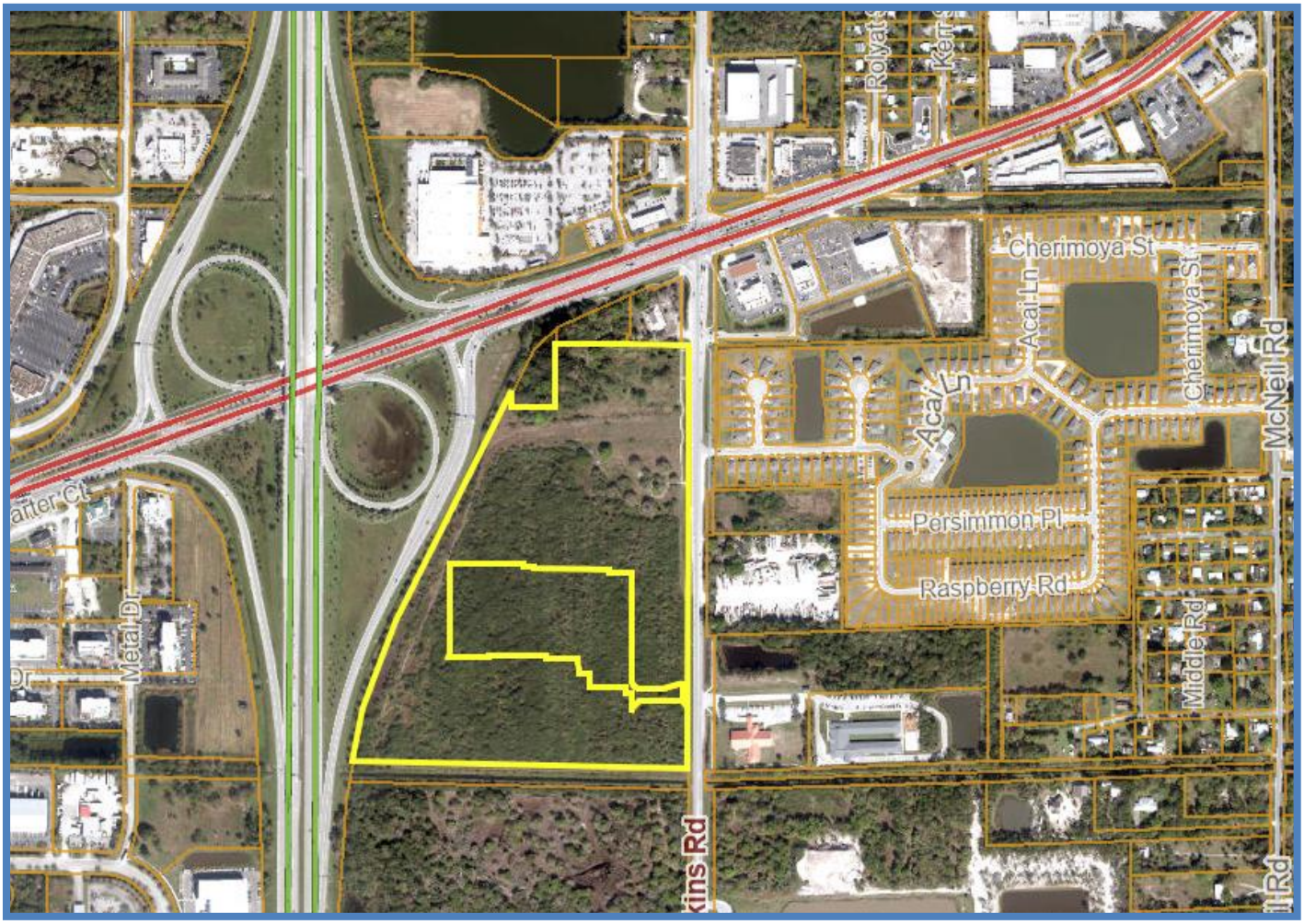
Current FP Future Land Use: GC, General Commercial

Proposed FP Zoning: PD, Planned Development Zone

Proposed FP Future Land Use: RM, Medium-Density Residential

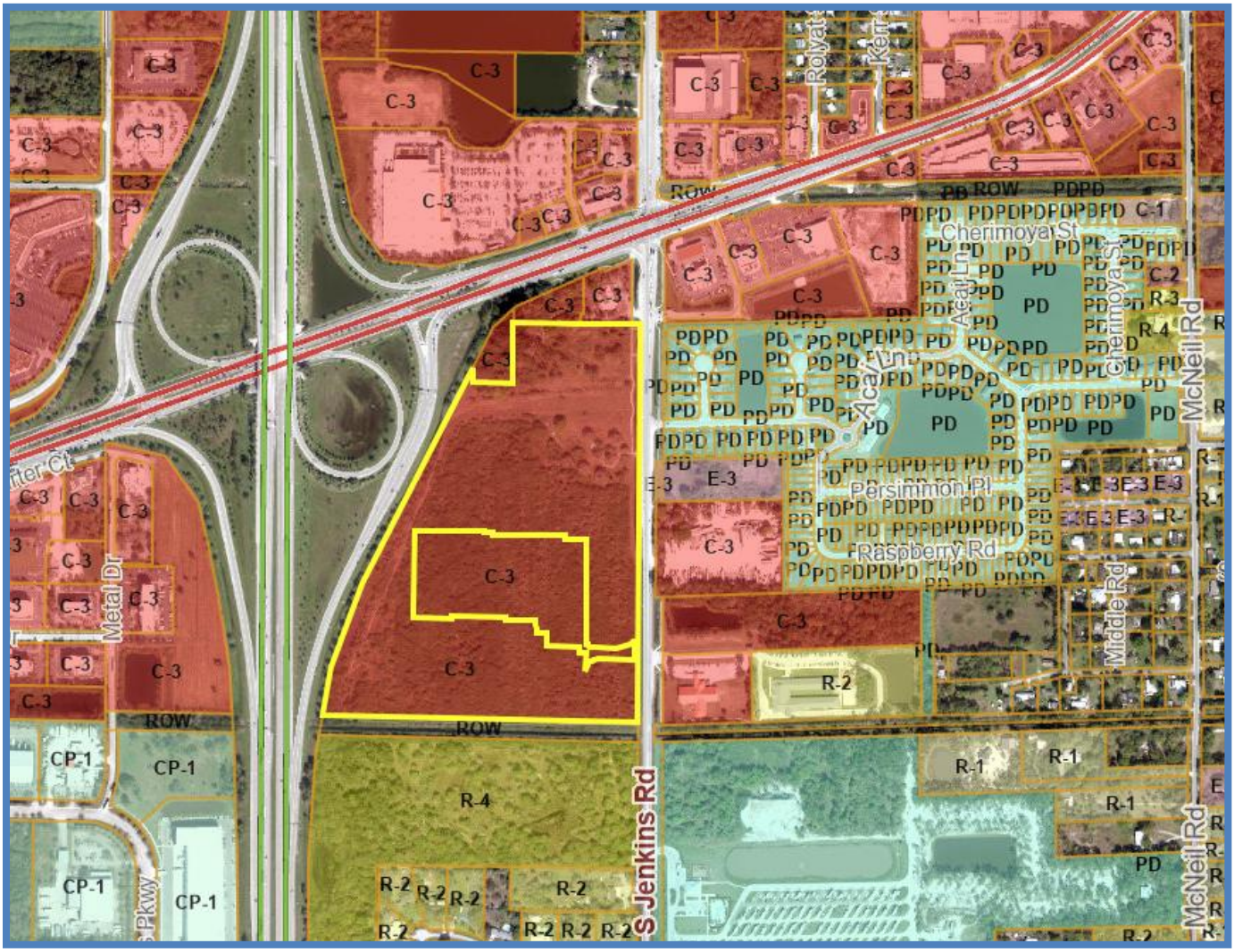
Utilities: Located within FPUA Service Area

Location Map:


Cherimoya St
Acai Ln
Persimmon Pl
Raspberry Rd
McNeil Rd
Middle Rd
Metal Dr

FP Future Land Use Map:

FP Zoning Map:



Request

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single-family residential master planned development community with a range of home sizes, a range of designs, and amenities such as a linear park connecting the recreational area to a pocket park providing additional buffer for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to I-95.

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Existing Zoning: Sec. 125-200. – (C-3) General Commercial Zone

Purpose. The district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Proposed Zoning: Sec. 125-212. – (PD) Planned Development Zone

Purpose. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

Existing Future Land Use: Comprehensive Plan, 1.1.6 Policy (B) Commercial

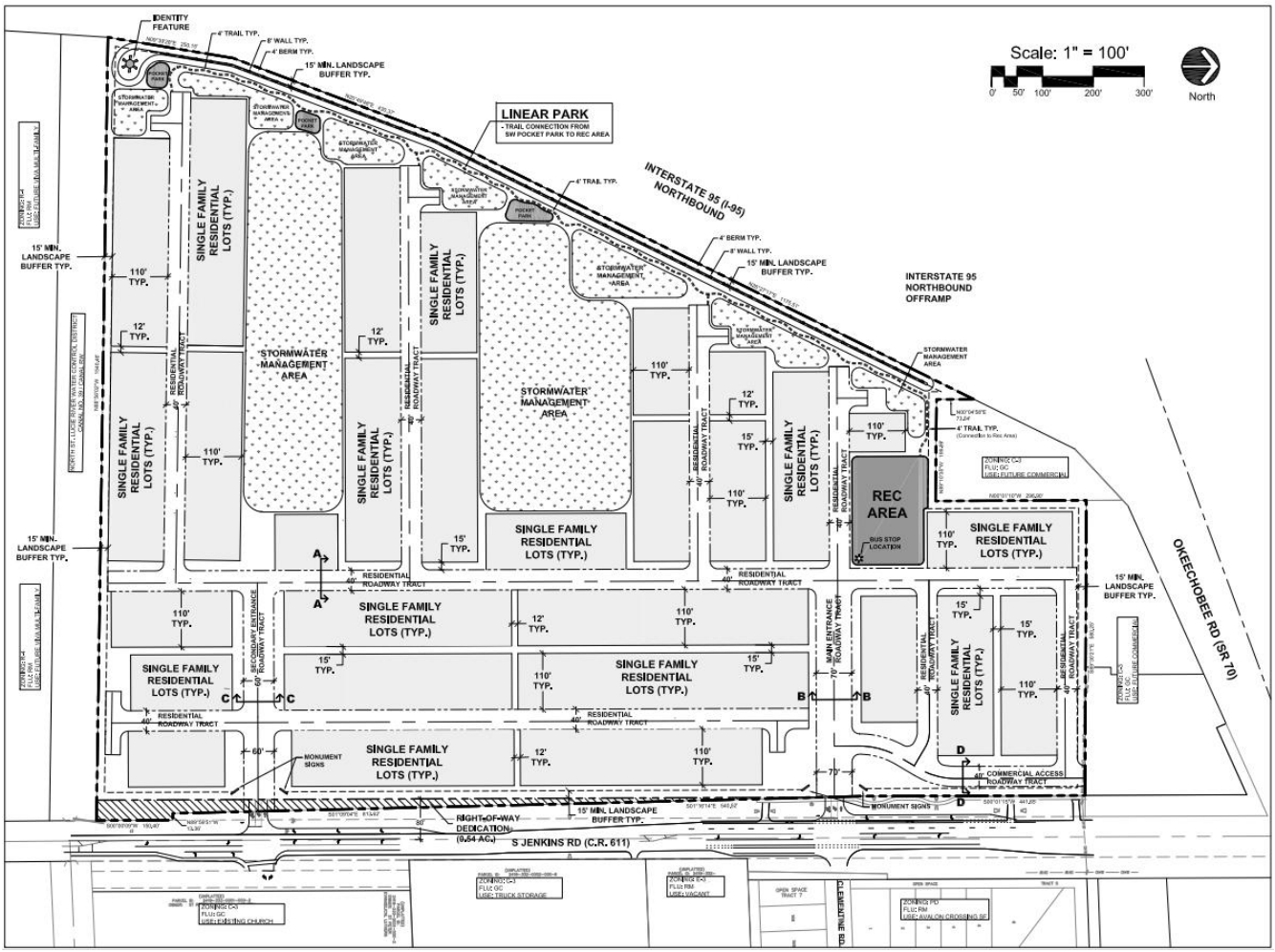
General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

Existing Future Land Use: Comprehensive Plan, 1.1.6 Policy (A) Residential

Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended

to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

Master Site Plan



New Illustrative Site Plan

Legend
Lot Type "A" (48' x 110')
- 55 Total Lots
Lot Type "B" (38' x 110')
- 184 Total Lots
IDENTITY FEATURE
4' TRAIL TYP.
8' Wall
4' Berm @ 3:1
LINEAR PARK
- TRAIL CONNECTION FROM SW PROPERTY TO REC AREA
INTERSTATE 95 (I-95) NORTHBOUND
INTERSTATE 95 NORTHBOUND OFFRAMP
Picnic Area
LAKE 2
2.37 Ac.
LAKE 1
2.70 Ac.
REC / POOL AREA
M M M
Bus Stop
MAIN ENTRANCE
SECONDARY ENTRANCE
R/W DEDICATION (0.54 AC.)
S JENKINS RD (C.R. 611)
OKEECHOBEE RD (SR 70)
CLEMENTINE RD
ZONING: C-3
FLU: GC
USE: FUTURE COMMERCIAL
ZONING: C-3
FLU: GC
USE: TRUCK STORAGE
ZONING: E-3
FLU: RM
USE: VACANT
ZONING: C-3
FLU: GC
USE: EXISTING CHURCH
ZONING: PD
FLU: RM
USE: AVALON CROSSING SF
North

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	2324413000000009 2324431000010002

Density

Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		250 Units
Proposed Gross Site Density:		5 DU / Ac.

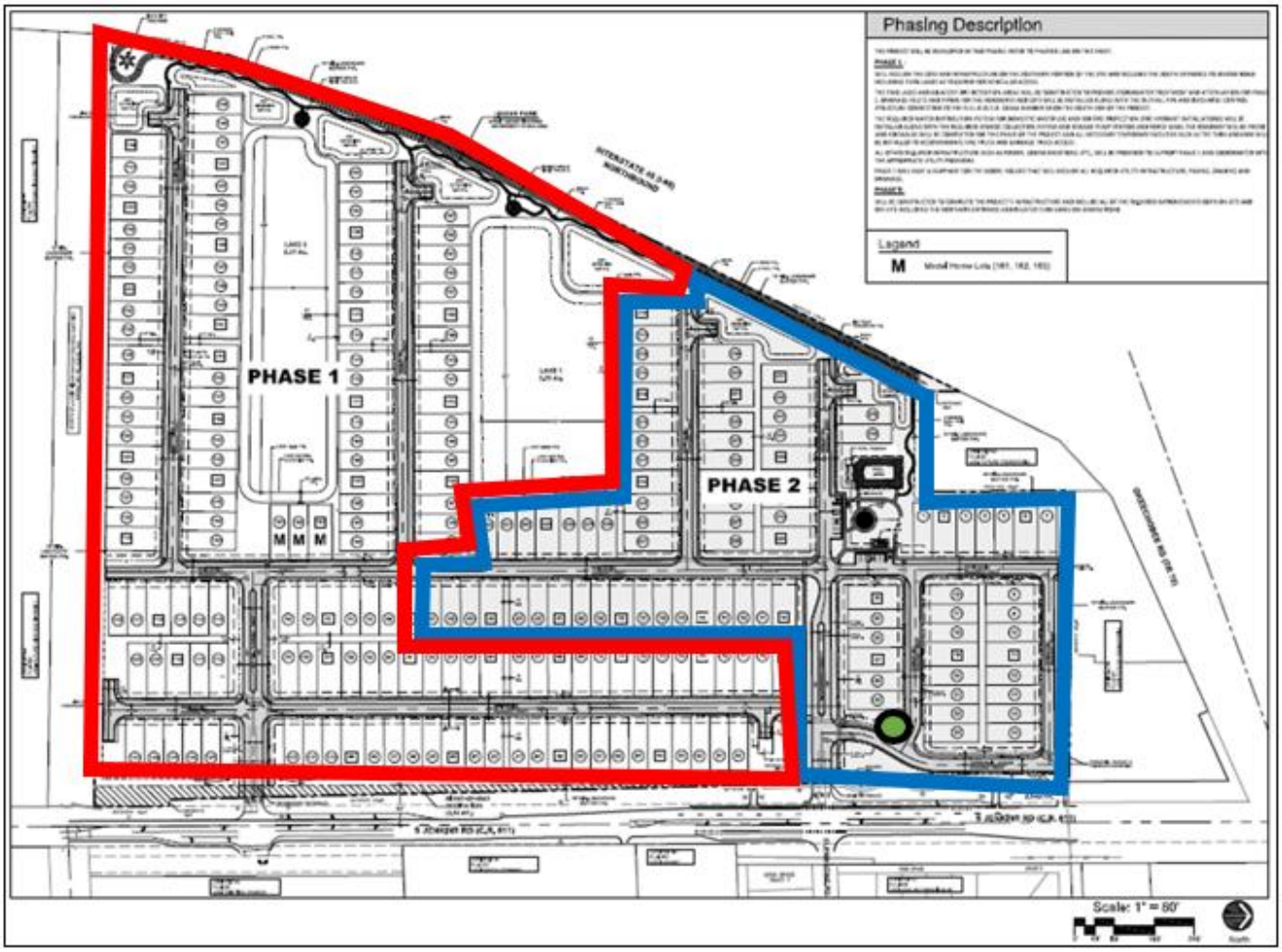
Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Original Master Phasing Plan

The project will be developed in two (2) phases.



- 250 Single-Family Homes (variety of home sizes)
- Linear Park (starts from the recreation area to the south)
- Pocket Park
- Pool
- Recreational Playground
- Public Art Identity Feature

Phase 1

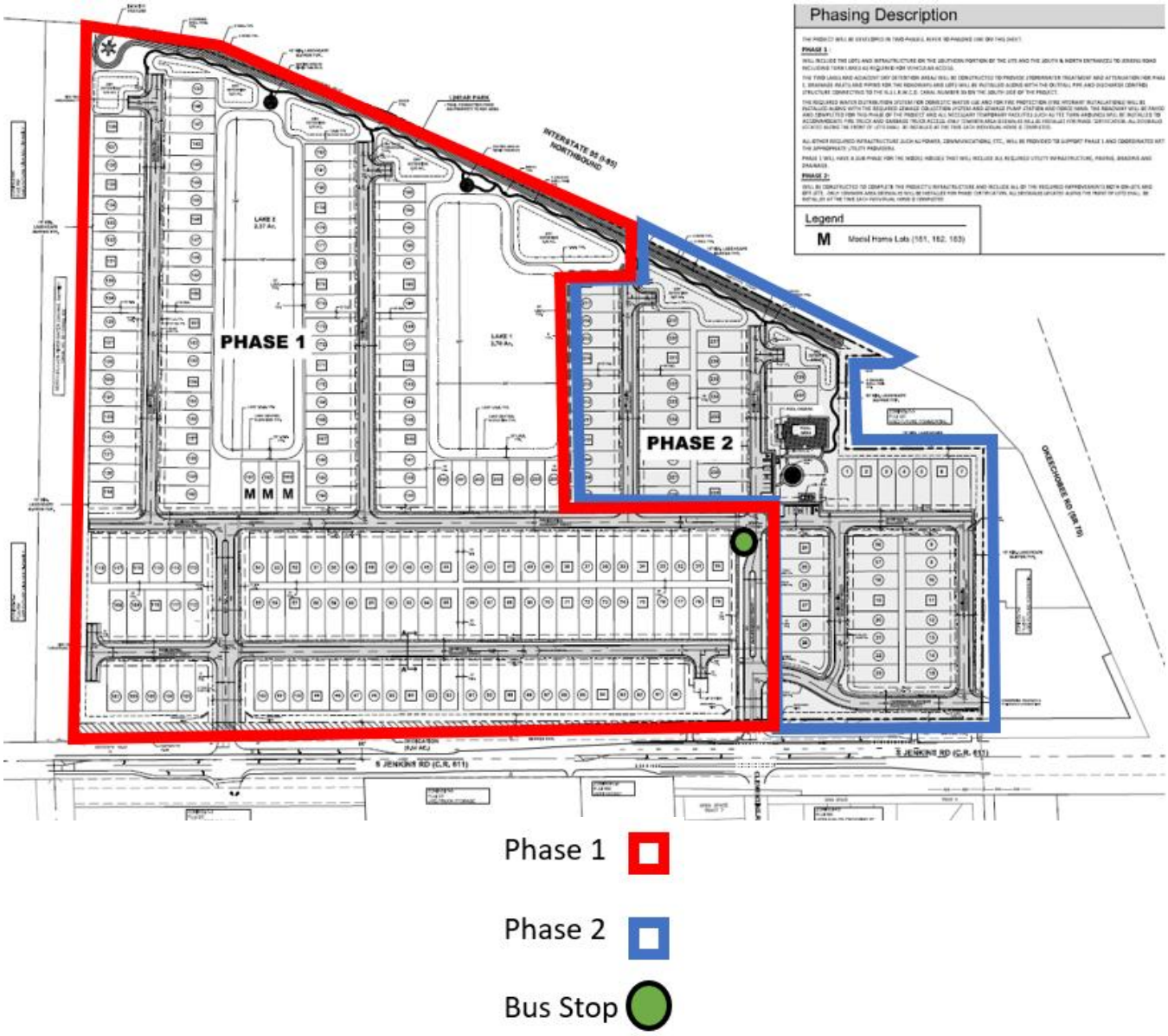
Phase 2

Bus Stop

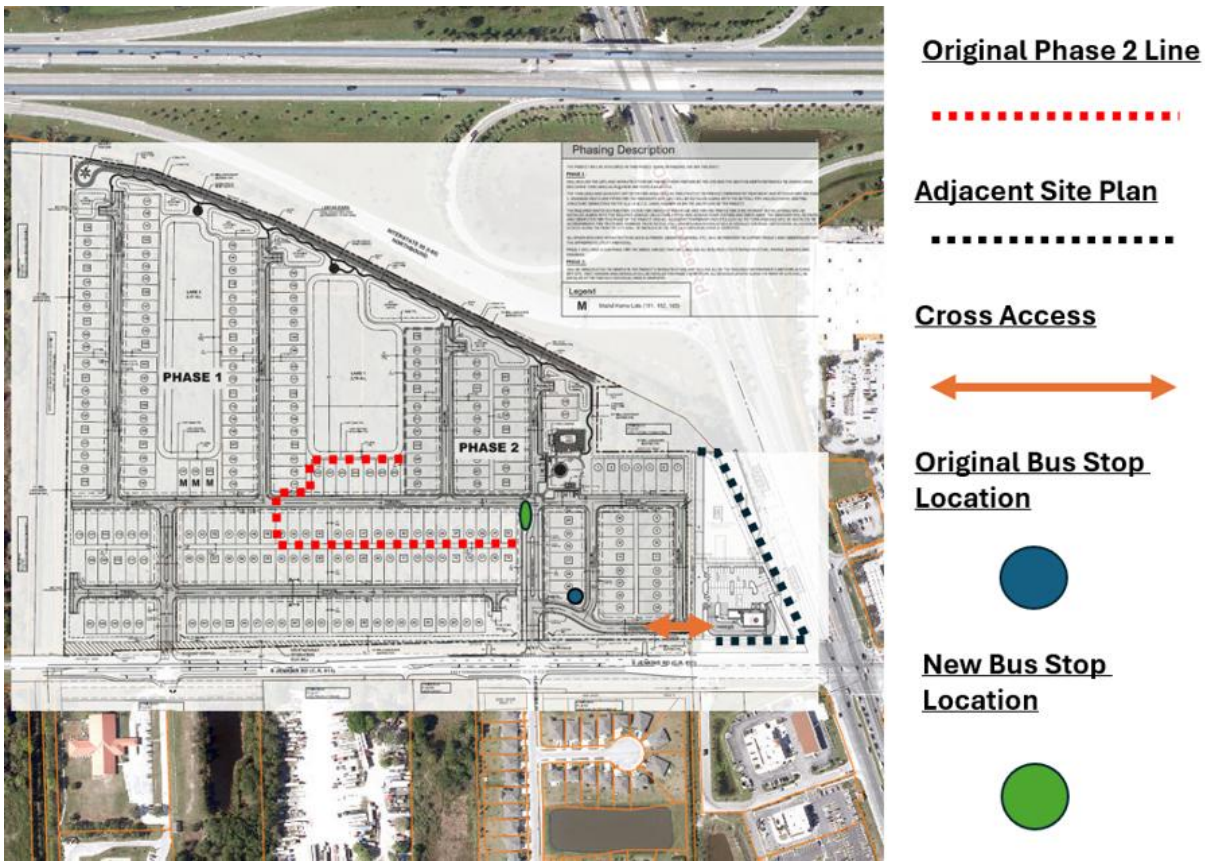
Planning Board Concerns – 8.11.25 Meeting

- The Board was concerned about the School District's approval of the School Bus Stop location
- It was confirmed that the School District approves of a more eastern location and encourages that bus stop locations for all developments not to ride through residential developments.
- The Board requested that the Original Bus Stop location and cross-access be included in the proposed Phase 1 of the Planned Development.
- The applicant has submitted a new Phasing Plan with a new Bus Stop location.

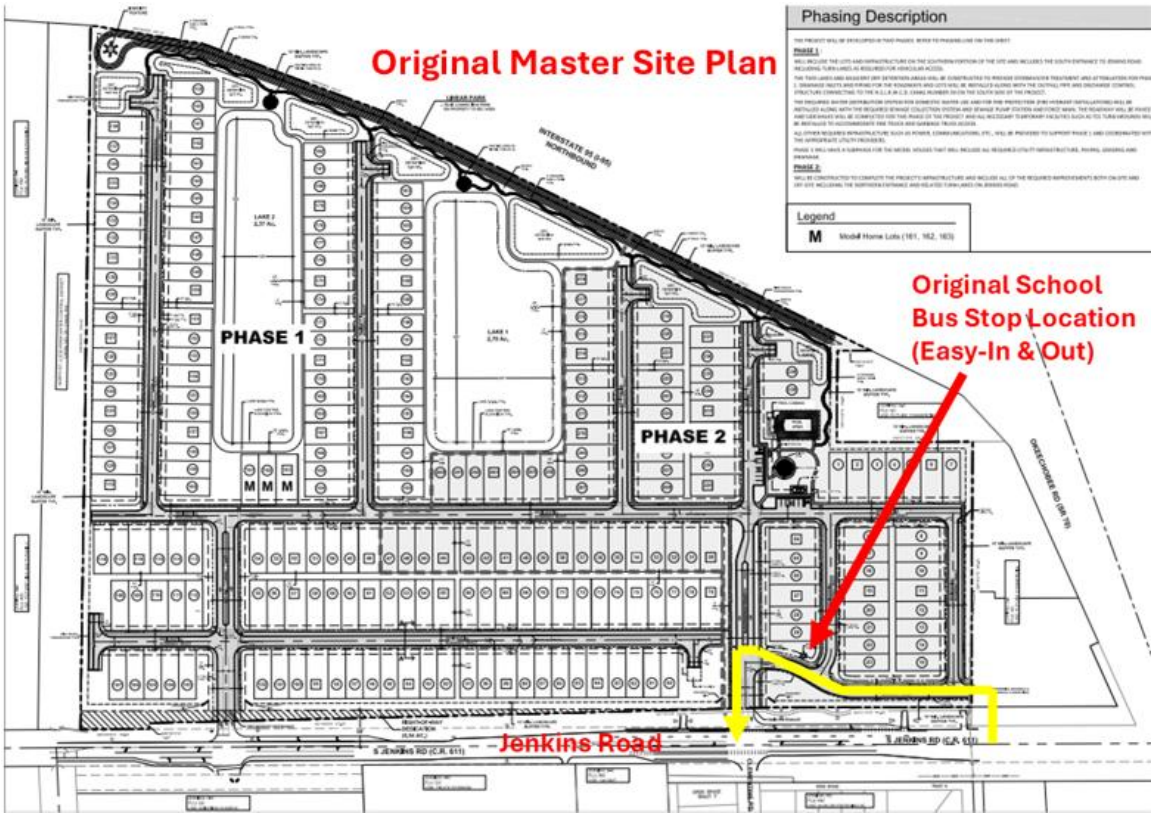
10.13.25 Planning Board - Proposed Master Site Plan Phasing



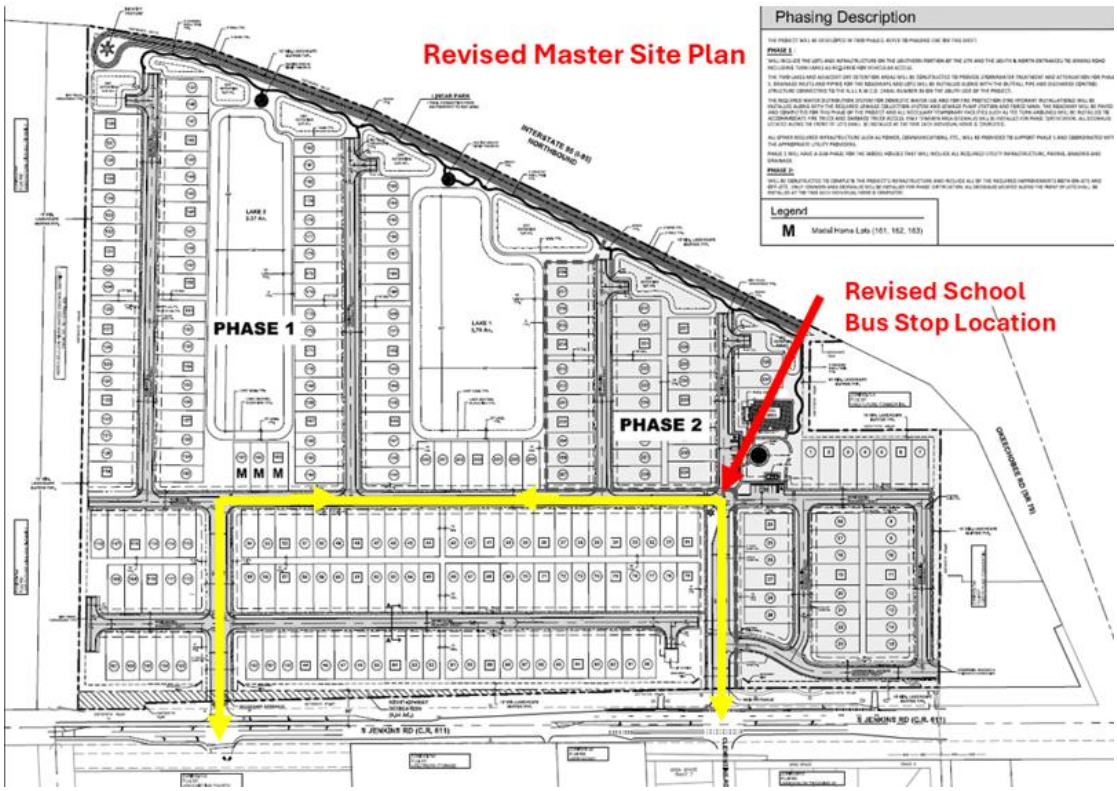
10.13.25 Planning Board - Master Phasing Plan Changes



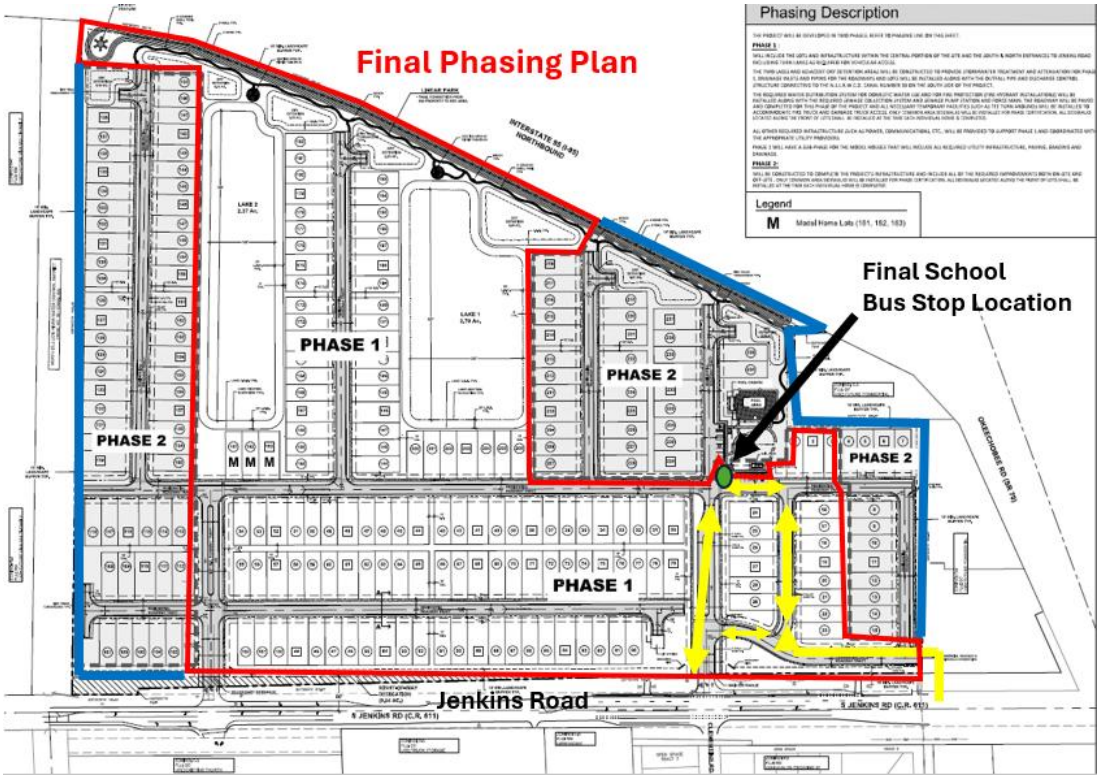
Original Bus Route Option



10.13.25 Planning Board - Bus Route Option



11.10.25 Planning Board – Final Phasing Plan & Bus Route



Phase 1 will include the lots and infrastructure on the southern portion of the Site and includes the south entrance to Jenkins Road, including turn lanes as required for vehicular access.

The two lakes and adjacent dry detention areas will be constructed to provide stormwater treatment and attenuation for phase 1. Drainage inlets and piping for the roadways and lots will be installed along with the outfall pipe and discharge control structure connecting to the North St. Lucie River Water Control District (N.S.L.R.W.C.D.) canal number 39 on the south side of the project.

The required water distribution system for domestic water use and fire protection (fire hydrant installations) will be installed along with the required sewage collection system, sewage pump station, and force main. The roadway will be paved, and sidewalks will be completed for this phase of the project, and all necessary temporary facilities, such as tee-turn arounds, will be installed to accommodate fire truck and garbage truck access.

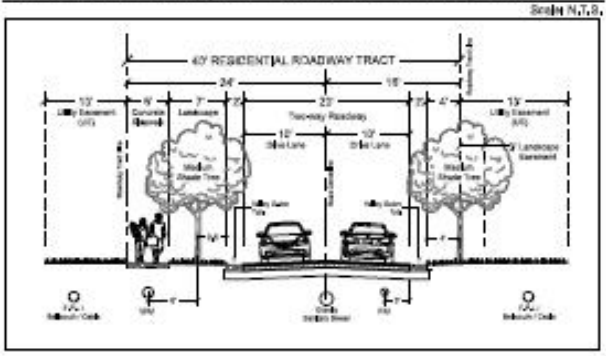
All other required infrastructure, such as power, communications, etc., will be provided to support phase 1 and coordinated with the appropriate utility providers.
Phase 1 will have a subphase for the model houses that will include all required utility infrastructure, paving, grading, and drainage.

Phase 2 will be constructed to complete the project's infrastructure and include all of the required improvements, both on-site and off-site, including the Northern entrance and related turn lanes on Jenkins Road.

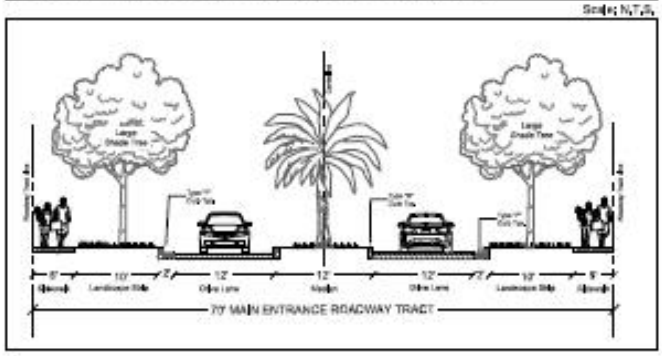
Design Review
Further design review shall be required at the Final Planned Development Site Plan.

Landscaping
A full mitigation analysis and a tree survey shall be required at Final Planned Development Site Plan. The applicant has provided two (2) typical sections of 70 ft. and 60 ft. Right-Of-Ways for the two (2) entrance boulevards with street trees, a typical section of 40 ft. Right-Of-Way for residential streets with street trees, and a typical section of 40 ft. Right-Of-Way for the Commercial Access Roadway Tract in the northeast corner of the property.

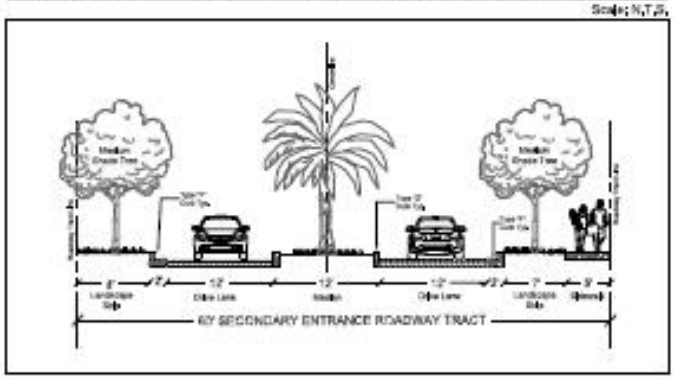
Section A-A: 40' Typical Residential Roadway Tract



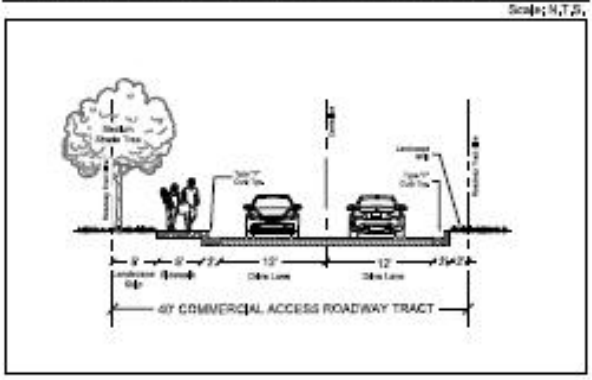
Section B-B: 70' Main Entrance Roadway Tract



Section C-C: 60' Secondary Entrance Roadway Tract



Section D-D: 40' Commercial Access Roadway Tract



Traffic Impact Statement

The traffic analysis is submitted and will require further analysis at Final PD Site Plan in terms of any required improvements to South Jenkins Road, including a potential traffic light and cross-access with a neighboring commercial parcel.

- Weekday Daily
  - 2,336 Total
  - 1,168 Entry
  - 1,168 Exit
- Weekday Peak Hours of Adjacent Street in the AM
  - 171 Total
  - 43 Entry
  - 128 Exit
- Weekday Peak Hour of Adjacent Street in the PM
  - 234 Total
  - 147 Entry
  - 87 Exit

The greatest peak hour peak direction anticipated with the project is the 147 PM Entry trips. Based upon the City of Fort Pierce Code of Ordinance Section 105-5.f.2.b the analysis considers the project to be a "minimal-scale" impact project.

Environmental

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents. All avian species present are protected habitats on site.

Storm Drainage

Calculations indicate that the project site can fully accommodate the required water quality treatment volume and the 5-year, 1-day storm event on-site. The proposed project is for the development of a single-family residential community including buildings, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce. A full stormwater analysis will be required at Final PD Site Plan.

Solid Waste

This project may require the utilization of a dumpster for solid waste and recyclable items. If required, a dumpster shall be incorporated within the Final PD Site Plan, with any enclosure shall meet the City's design requirements.

Technical Review Committee

Affected departments have reviewed the proposed site plan application with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

The St. Lucie County School District has been notified of the bus stop location change.

Planning Board

On November 10th, 2025, the Planning Board voted unanimously to APPROVE the Zoning Atlas Map Amendment (Master Planned Development).

Recommended Conditions of Approval

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

- The approximate date when construction of the project can be expected to begin.

- The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

- A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape plan per section 123-4 of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The heights of proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

    Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

Staff Recommendation:

The proposed application meets the standards of the City's Code Section 125-212, and 125-314. Therefore, Staff recommends that the City Commission **APPROVE** the Master Planned Development subject to the Fourteen (14) Conditions as noted.

Alternative Recommendations:

APPROVAL – with Amended/Additional Conditions

OR

DISAPPROVAL/DENIAL

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

JANUARY 20th, 2026

Pulte-Cornerstone – REZONING (Master Planned Development)

2721 South Jenkins Road

(2324-413-0000-000-9 & 2324-431-0001-000-2

APPLICANT

Leslie Olson, District Planning Group

OWNER

Cassie McCrain, Cornerstone Fort Pierce Development, LLC

PARCEL ID #(S):

2324-413-0000-000-9 & 2324-431-0001-000-2

SUMMARY

Request for review of application for a Zoning Atlas Map Amendment of two (2) parcels of land to change the Zoning classification from General Commercial Zone (C-3) to Pulte-Cornerstone Planned Development (PD) with an associated Master Development Plan.

Per Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a Master Planned Development (PD) Zoning District. The application proposes a two-hundred-and-fifty-unit fee simple single-family residential master planned development community with a range of home sizes, a range of designs, and amenities such as a linear park connecting the recreational area to a pocket park providing additional buffer for the new neighborhood from I-95.

HISTORY

- On November 3, 2008, the City Commission approved a site plan to construct a 383,605 square foot commercial development consisting of eight (8) buildings by the name of Newberry Fields. The anchor tenant for the proposed development was a Target retail store.

- On December 9, 2024, the Planning Board reviewed and recommended approval of the concurrent application for a Future Land Use Amendment of the subject property. The applicant requested to change the Future Land Use from GC, General Commercial to RM, Medium Density Residential.

- On August 11, 2025, the Planning Board recommended approval of the proposed Master Planned Development with fourteen (14) conditions.

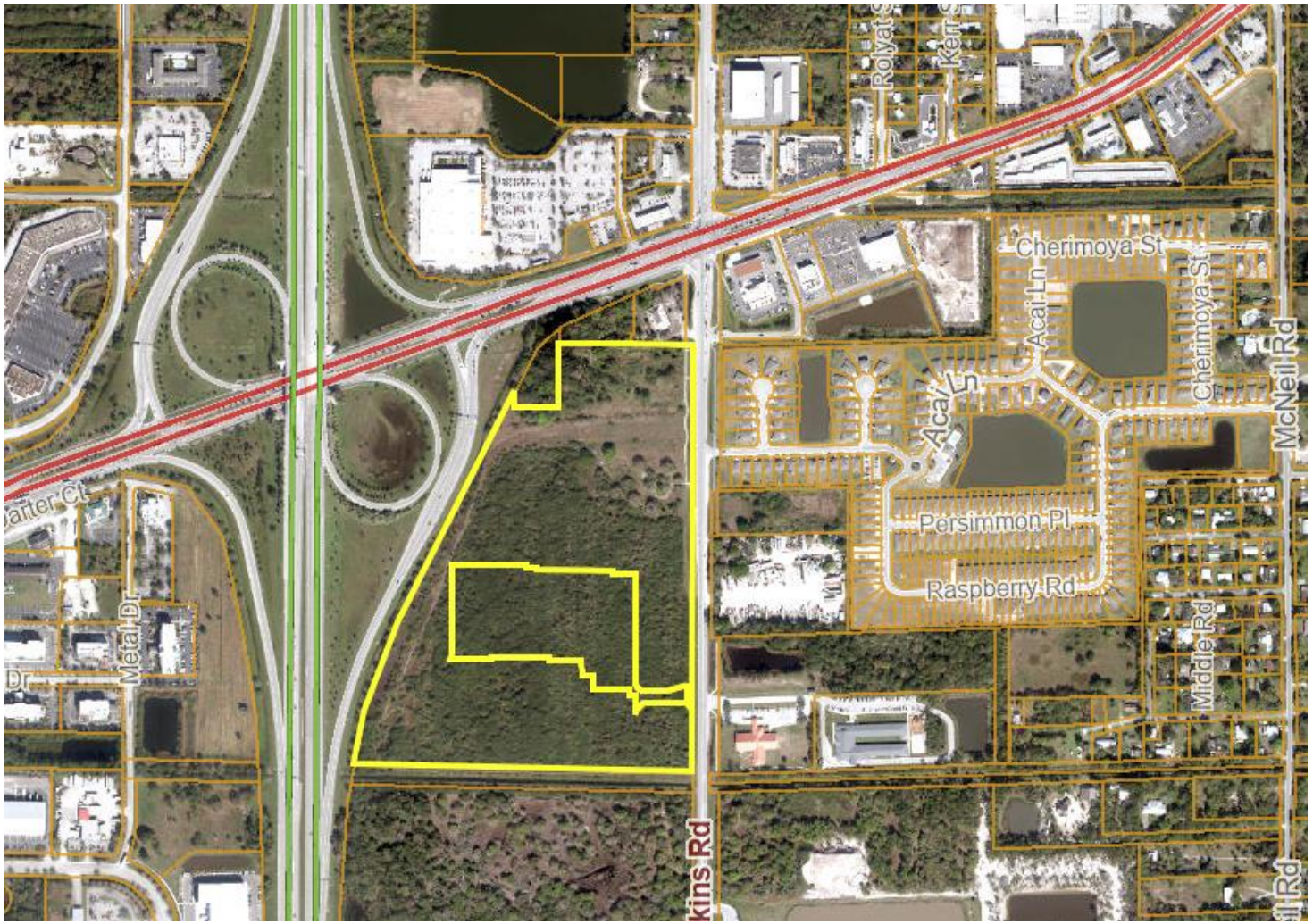
HISTORY

- On October 13, 2025, an updated proposal for the Pulte-Cornerstone Master Planned Development was presented to the Planning Board due to the applicant's concerns with several conditions that were recommended, and the submittal of a new phasing plan.
- During the meeting, the applicant presented a completely different phasing plan that was not included in the October 13th, 2025, Planning Board agenda. The St. Lucie County Schools representative stated that the School Board would prefer the bus stop location to be at the amenity center. Both the Staff and the Planning Board agreed that project conditions and approvals should be negotiated and agreed upon by the Technical Review Committee and the Applicants before being presented to the Planning Board for a recommendation. Therefore, a motion was made to table the subject agenda item until the November 10th, 2025, Planning Board meeting. The motion was approved unanimously by the Planning Board.

HISTORY

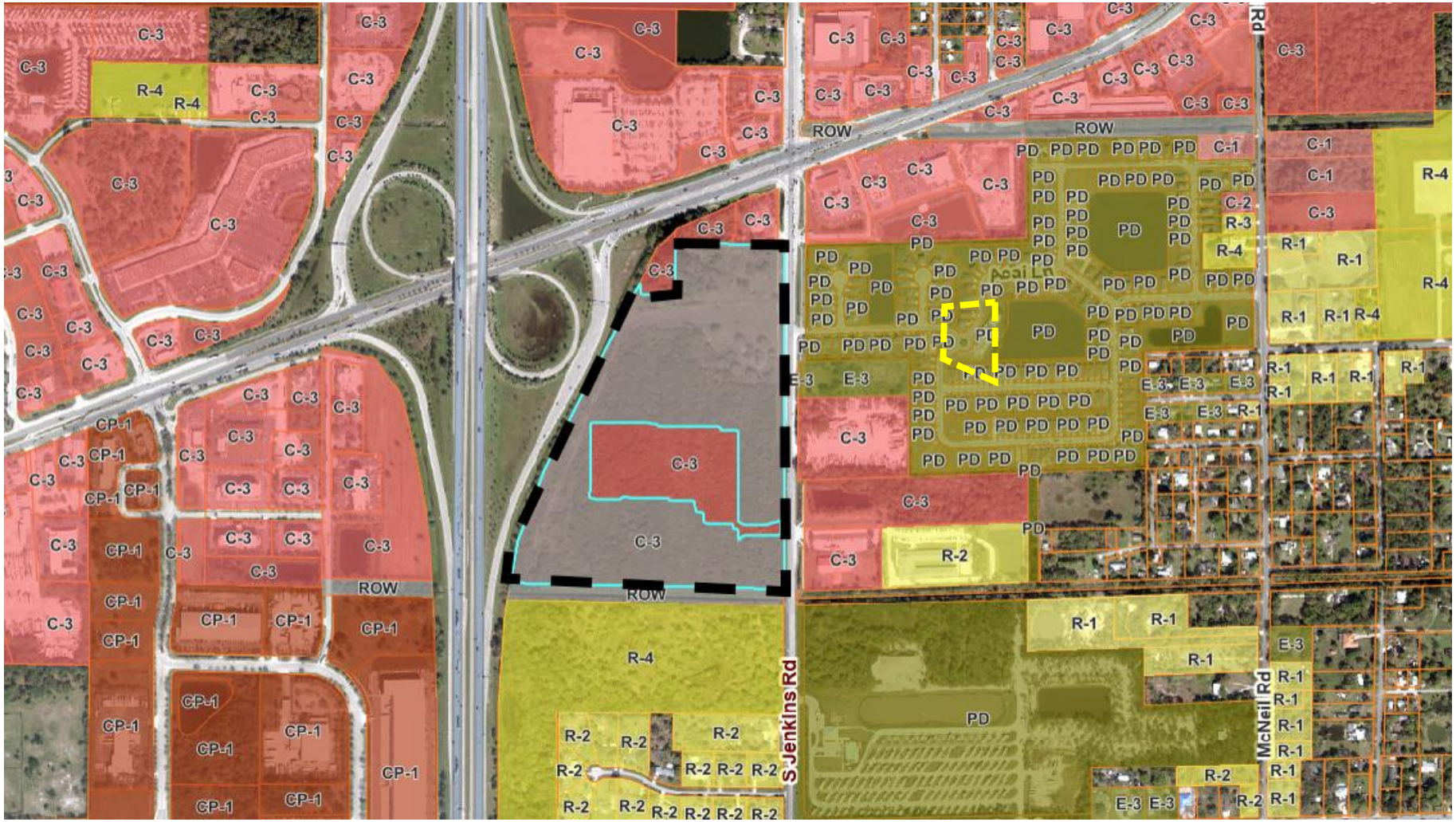
- **The applicant has since provided a new phasing plan (includes the cross-access and bus stop at the amenity center in phase 1), updated developer's agreement, HUD Attenuation Guidelines, and FDOT Noise Attenuation Guidelines.**

SITE LOCATION – CITY LIMITS



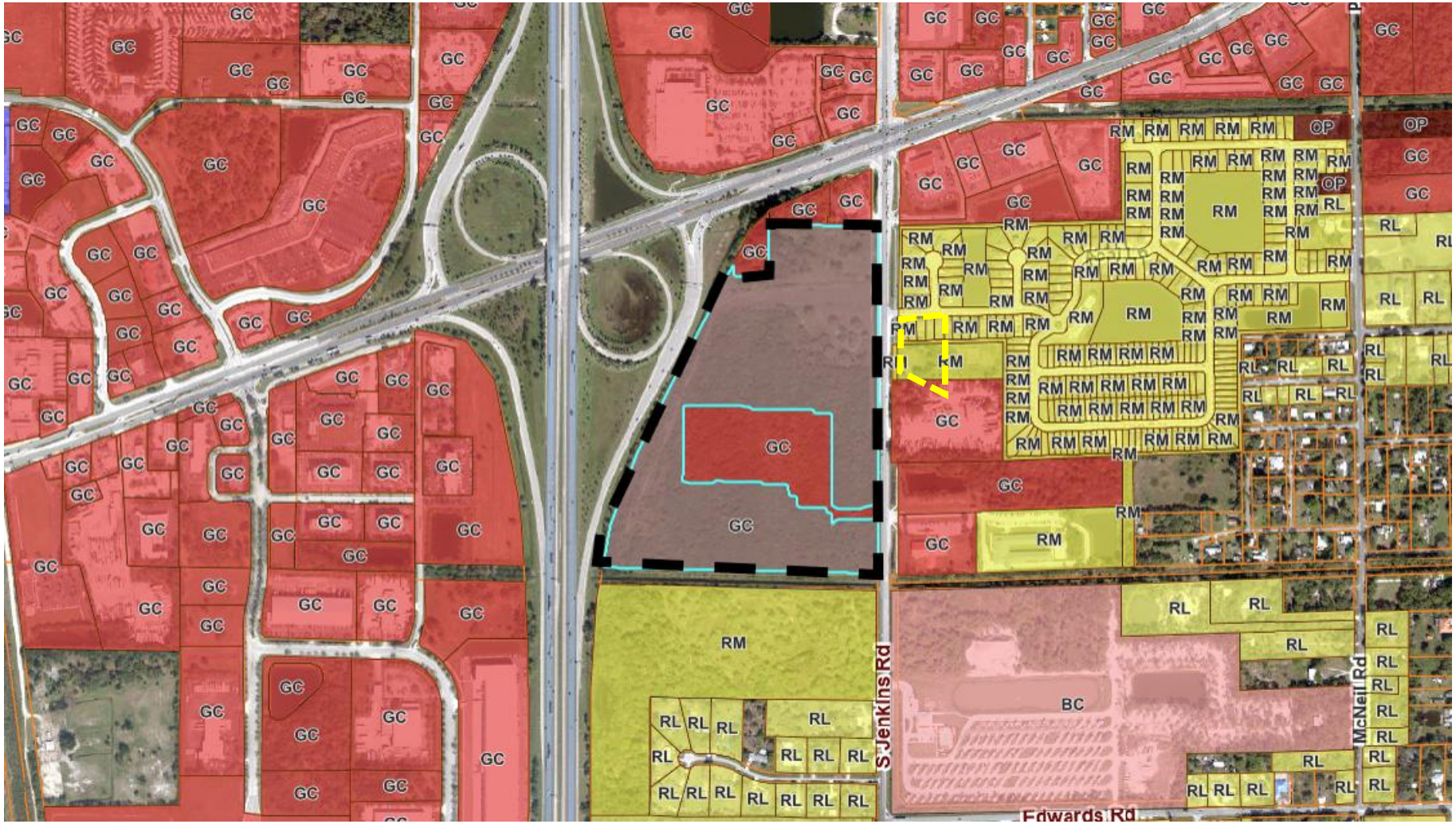
SITE AREA= 49.92 +/- Acres

ZONING

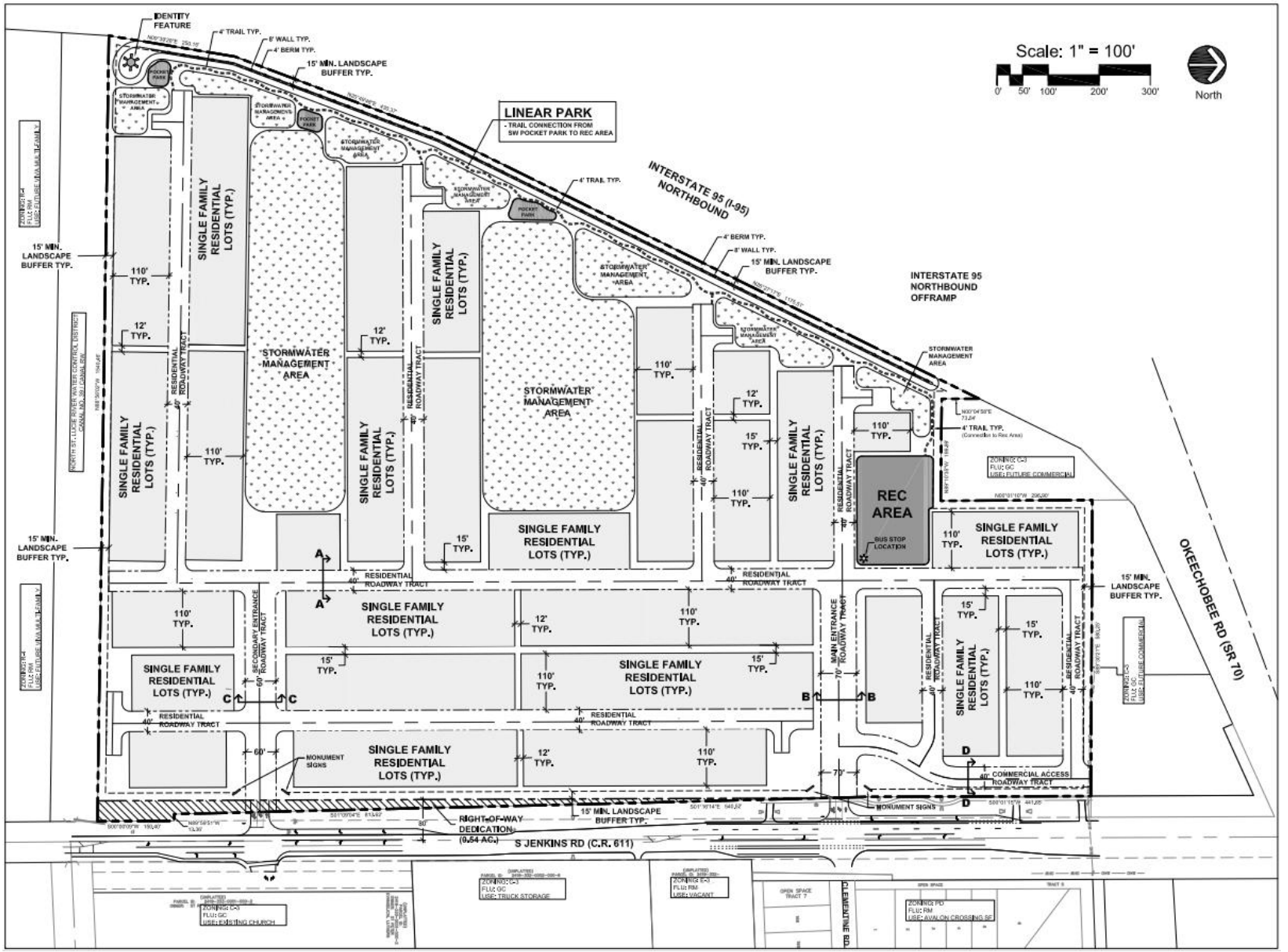


Pulte-Cornerstone – Master PD

FLU



MASTER SITE PLAN



MASTER SITE PLAN (NEW ILLUSTRATIVE SITE PLAN)

SITE DATA

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

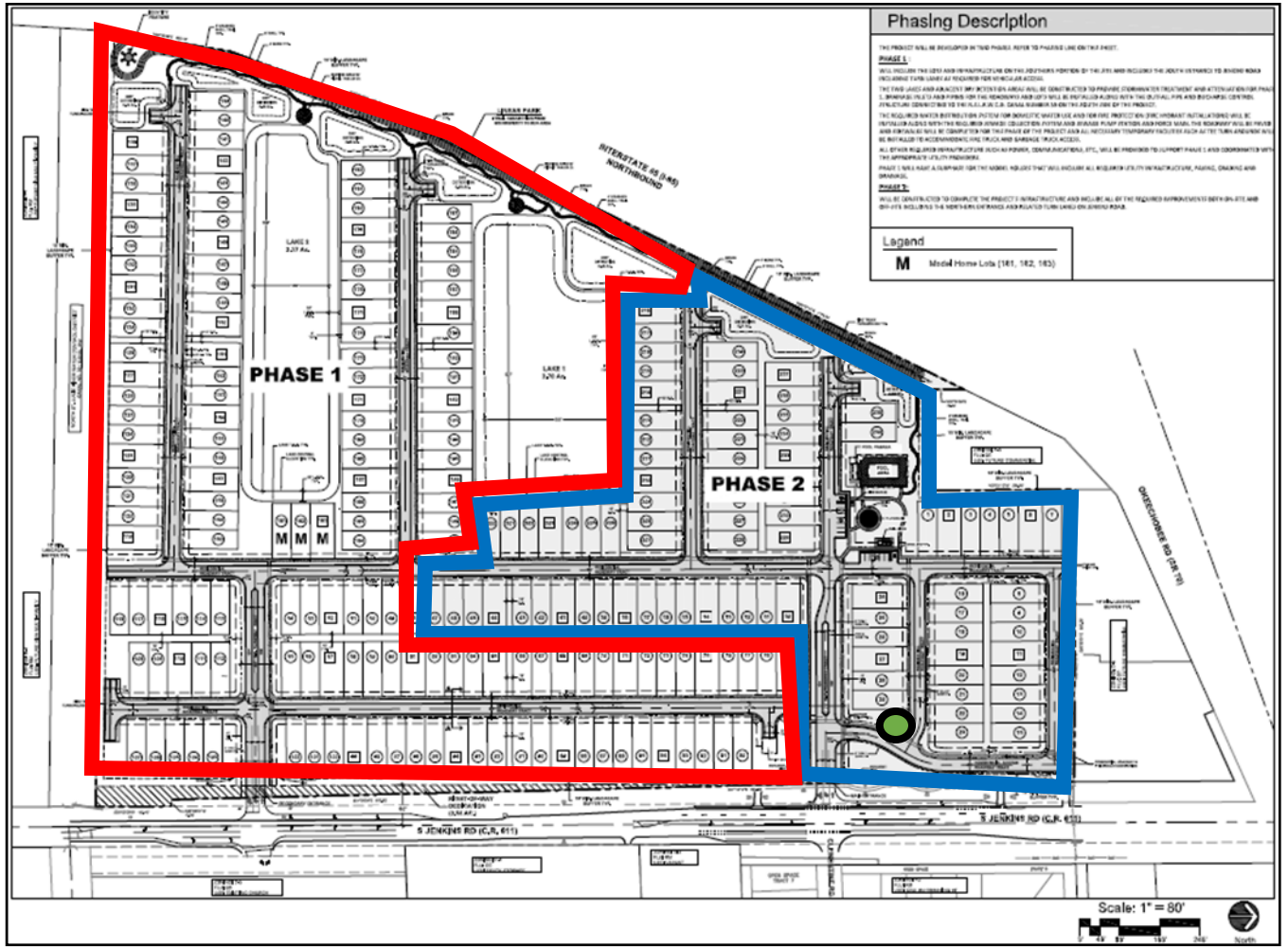
Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		250 Units
Proposed Gross Site Density:		5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

8.11.25 PLANNING BOARD – MASTER SITE PLAN PHASING



- 250 Single-Family Homes (variety of home sizes)
- Linear Park (starts from the recreation area to the south)
- Pocket Park
- Pool
- Recreational Playground
- Public Art Identity Feature

Phase 1

Phase 2

Bus Stop

PLANNING BOARD CONCERNS – 8.11.25 MEETING

- The Board was concerned about the School District's approval of the School Bus Stop location
- It was confirmed that the School District approves of a more eastern location and encourages that bus stop locations for all developments not to ride through residential developments.
- The Board requested that the Original Bus Stop location and cross-access be included in the proposed Phase 1 of the Planned Development.
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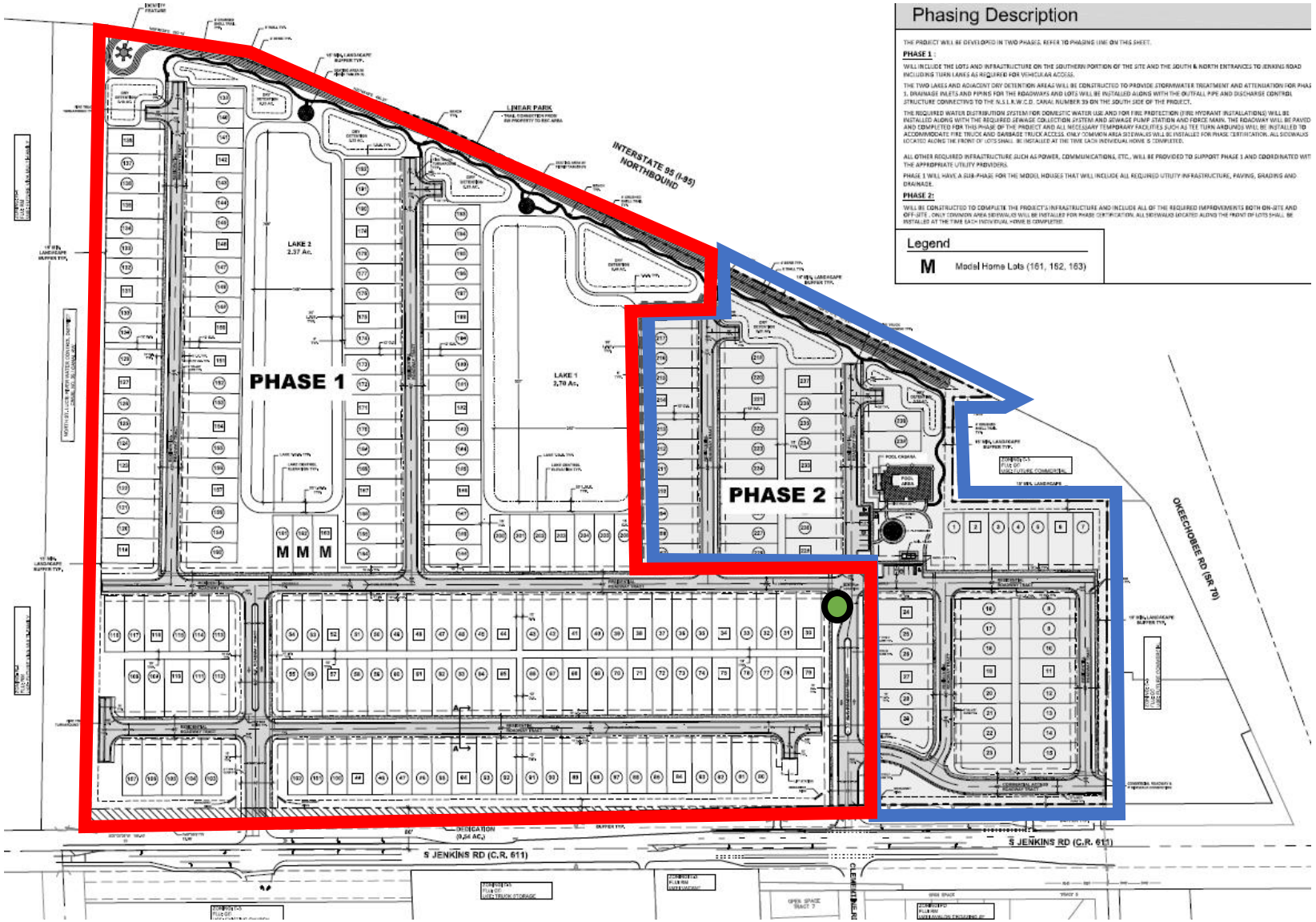
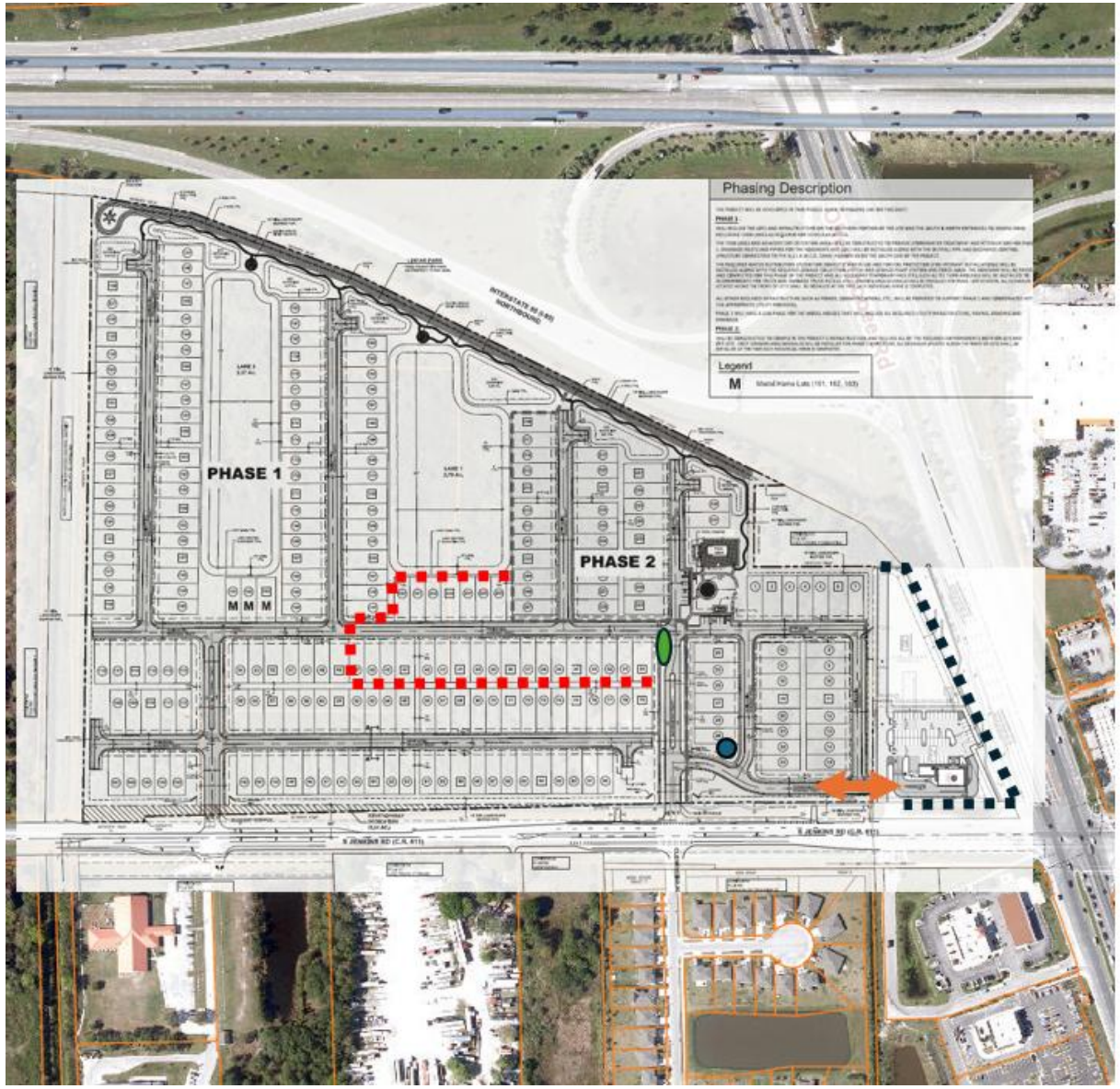


Phase 1

Phase 2

Bus Stop

8.11.25 PLANNING BOARD - MASTER SITE PLAN PHASING & BUS STOP LOCATION



Original Phase 2 Line

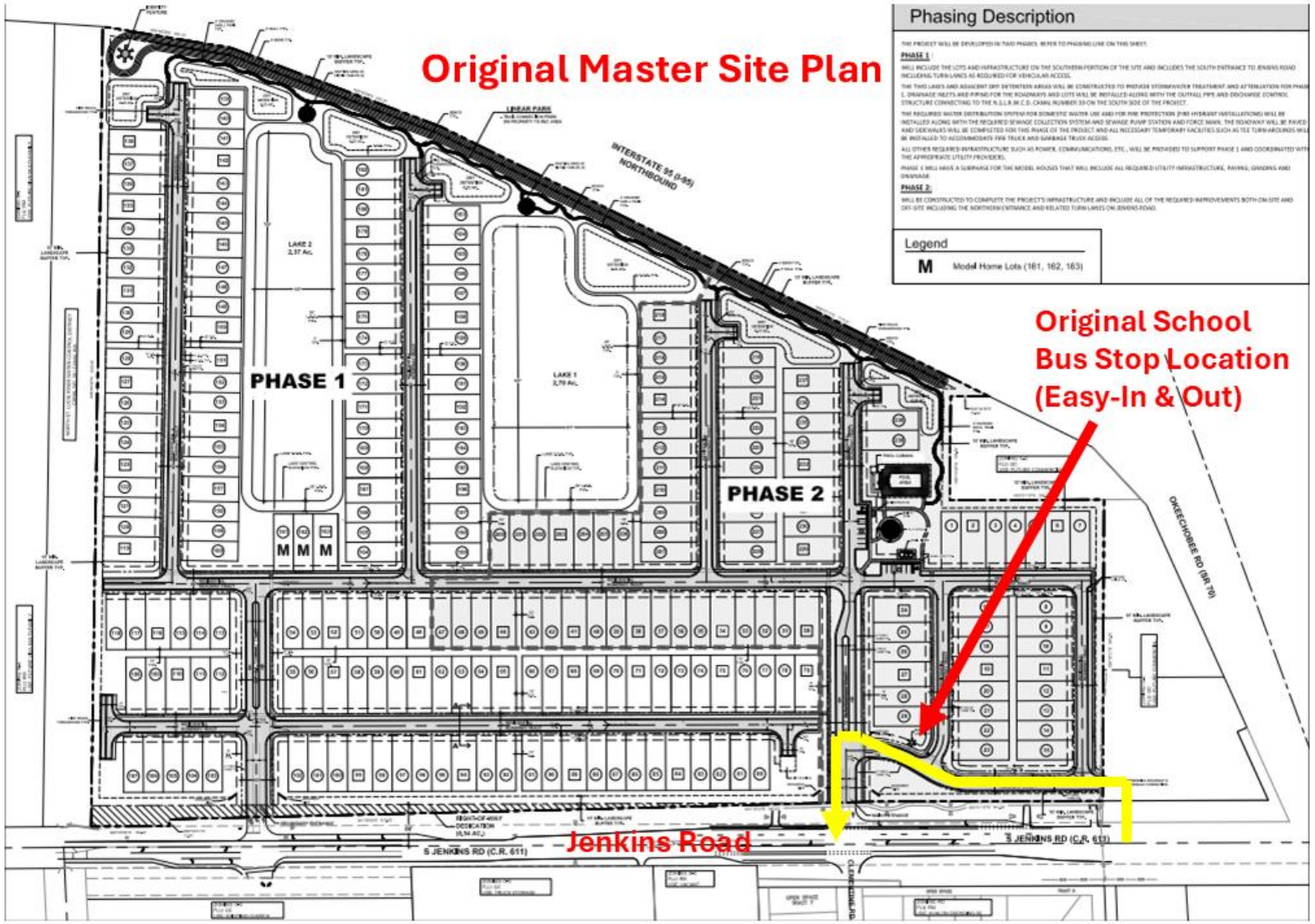
Adjacent Site Plan

Cross Access

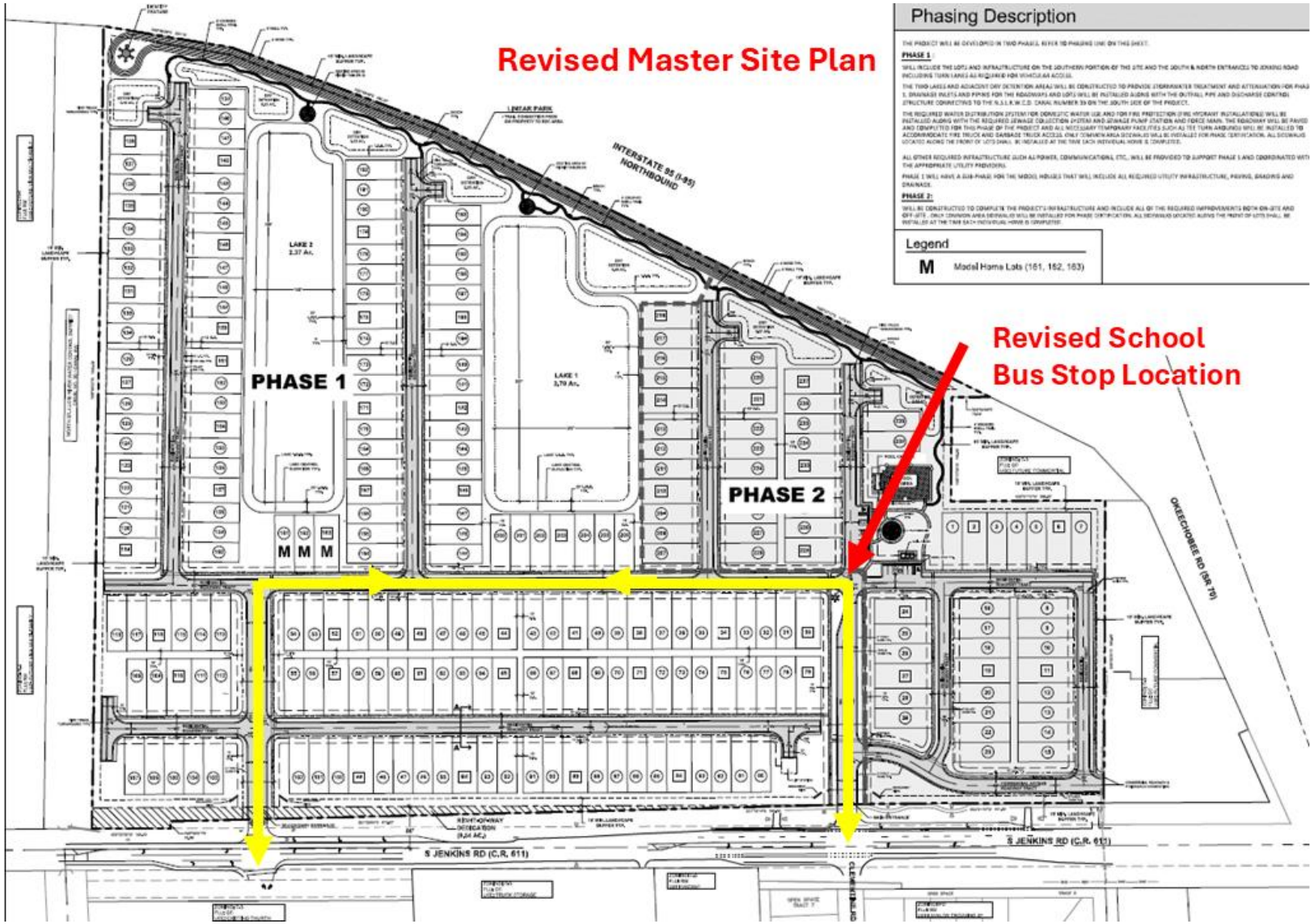
Original Bus Stop Location

New Bus Stop Location

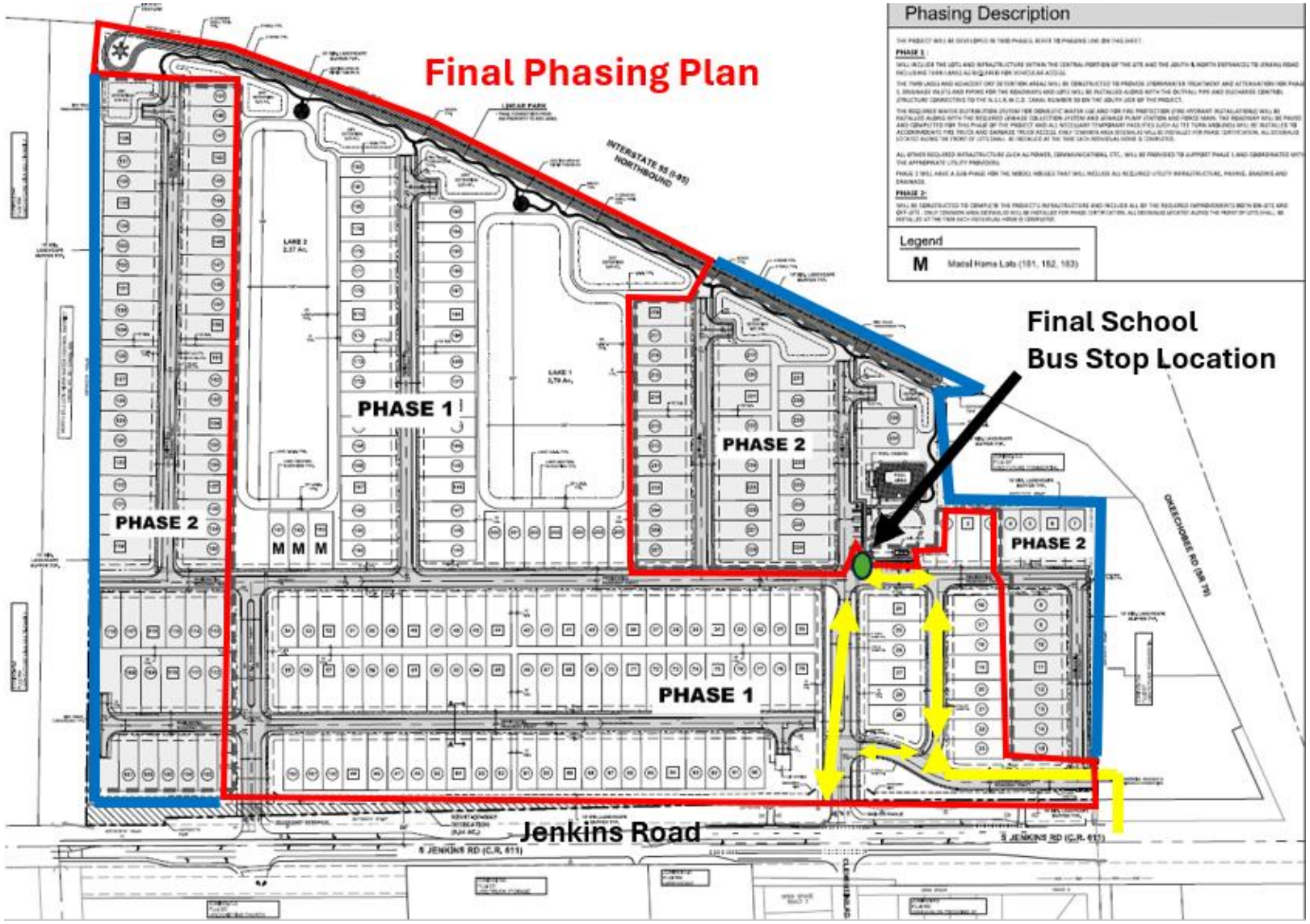
8.11.25 PLANNING BOARD - PROPOSED BUS ROUTE OPTION



10.13.25 PLANNING BOARD – PROPOSED BUS ROUTE OPTIONS



11.10.25 PLANNING BOARD – FINAL PHASING PLAN & BUS ROUTE



PD BENEFITS

- The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas.

- At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce.

- The site is designed with a grid network of streets, which have been designed to minimize lots directly adjacent to I-95.

TRAFFIC ANALYSIS

- Weekday Daily
  - 2,336 Total
  - 1,168 Entry
  - 1,168 Exit

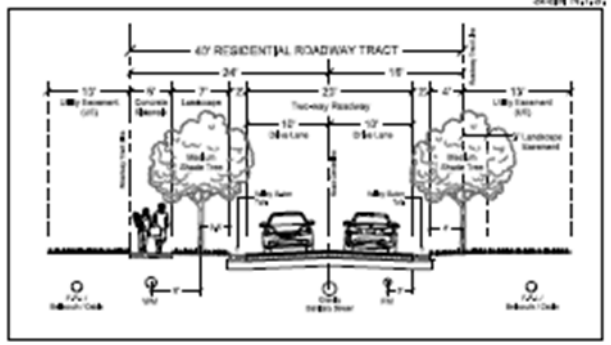
- Weekday Peak Hours of Adjacent Street in the AM
  - 171 Total
  - 43 Entry
  - 128 Exit

- Weekday Peak Hour of Adjacent Street in the PM
  - 234 Total
  - 147 Entry
  - 87 Exit

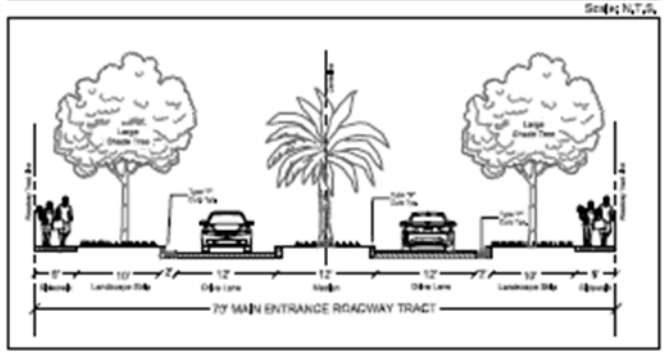
LANDSCAPING – Street Trees

The applicant has provided two (2) typical sections of 70 ft. and 60 ft. Right-Of-Ways for the two (2) entrance boulevards with street trees, a typical section of 40 ft. Right-Of-Way for residential streets with street trees, and a typical section of 40 ft. Right-Of-Way for the Commercial Access Roadway Tract in the northeast corner of the property.

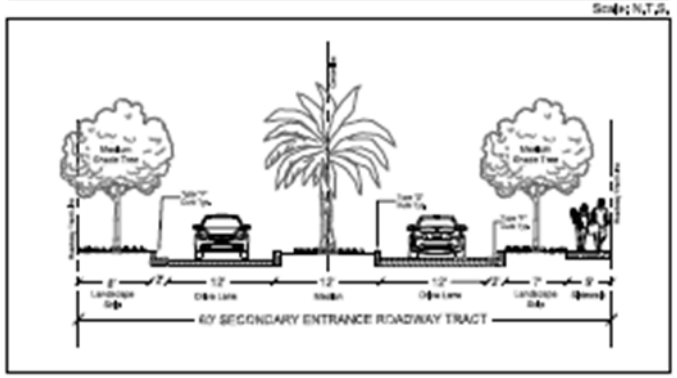
Section A-A: 40' Typical Residential Roadway Tract



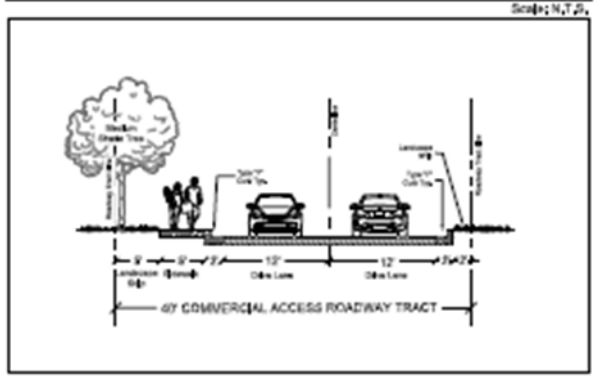
Section B-B: 70' Main Entrance Roadway Tract



Section C-C: 60' Secondary Entrance Roadway Tract



Section D-D: 40' Commercial Access Roadway Tract



TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed ZONING ATLAS MAP AMENDMENT (Master Planned Development) with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

The Applicant has agreed to the St. Lucie County School District's suggested bus stop location at the amenity center.

PLANNING BOARD

On November 10th, 2025, the Planning Board voted unanimously to APPROVE the Zoning Atlas Map Amendment (Master Planned Development).

CONDITIONS OF APPROVAL

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

CONDITIONS OF APPROVAL

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

CONDITIONS OF APPROVAL

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

CONDITIONS OF APPROVAL

10. Phasing of this project will require the following at the time of Final PD:

The approximate date when construction of the project can be expected to begin.

The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

CONDITIONS OF APPROVAL

11. The Final PD site plan shall contain the following information, at minimum: a. A Landscape plan per section 123-4 of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The heights of proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

CONDITIONS OF APPROVAL

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.

CONDITIONS OF APPROVAL

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

CONDITIONS OF APPROVAL

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

CONDITIONS OF APPROVAL

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

CONDITIONS OF APPROVAL

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

ZONING ATLAS MAP AMENDMENT

Staff recommends that the city commission APPROVE the proposed ZONING ATLAS MAP AMENDMENT (MASTER PLANNED DEVELOPMENT), with the fourteen (14) Conditions of Approval.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **Alternative actions of the CITY COMMISSION:**

  - APPROVAL of the proposed (Master Planned Development) with the associated development plan with changes and/or alternative conditions.

  - DENIAL of the proposed (Master Planned Development) with the associated development plan.

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

JANUARY 20th, 2026

Pulte-Cornerstone – REZONING (Master Planned Development)

2721 South Jenkins Road

(2324-413-0000-000-9 & 2324-431-0001-000-2

Friday, September 26, 2025 · 7:55 AM Edit

20250926_075520.jpg

/Internal storage/DCIM/Camera

Galaxy Z Flip5

5.75 MB | 4000x3000 | 12MP

ISO 50 | 24mm | 0.0ev | F1.8 | 1/679 s

Add tag

Friday, September 26, 2025 · 8:01 AM Edit

20250926_080149.jpg

/Internal storage/DCIM/Camera

Galaxy Z Flip5

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ISO 50 | 24mm | 0.0ev | F1.8 | 1/713 s

Add tag

ORDINANCE NO. 25-037

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS CONTAINING APPROXIMATELY 49.92 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD IN FORT PIERCE, FLORIDA FROM (C-3) GENERAL COMMERCIAL ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE WITH A MASTER PLANNED DEVELOPMENT SITE PLAN**;** APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject proposal incorporates two (2) parcels generally located at or near 2721 South Jenkins Road, within the City of Fort Pierce, Florida, representing approximately 49.92 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as **Exhibit "A"**; and

WHEREAS, the subject property is presently designated as (C-3) General Commercial Zone with a Future Land Use of (GC) General Commercial; and

WHEREAS, the applicant has applied for rezoning of the subject property from C-3, General Commercial Zone to PD, Planned Development Zone; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their November 10, 2025, meeting, voted 5 to 0 to recommend approval of the proposed request for these parcels.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the following described property is hereby rezoned as follows:

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2.

From and after the effective date hereof, the following properties legally described as:

LANDS SITUATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)
THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH
296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH
626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK
3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.92 ACRES, MORE OR LESS

Said properties being generally located at or near 2721 South Jenkins Road in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from General Commercial Zone, C-3 to Planned Development, PD, as depicted at **Exhibit "A"** and Sketch & Legal Description at **Exhibit "B,"** and made subject to the Master Planned Development Site Plan at **Exhibit "C"**, Conditions of Development (PD Zoning) at **Exhibit "D"**, the PD Criteria Requirements at **Exhibit "E"**, and the Planned Development Zoning Agreement at **Exhibit "F"**, all attached hereto and incorporated herein.

SECTION 3, The Planned Development Zoning Agreement at **Exhibit "F"**, attached hereto and incorporated herein by reference, is approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-037 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on_____, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on_____, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2026, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____ 2026.

_____
Linda Hudson
Mayor Commissioner

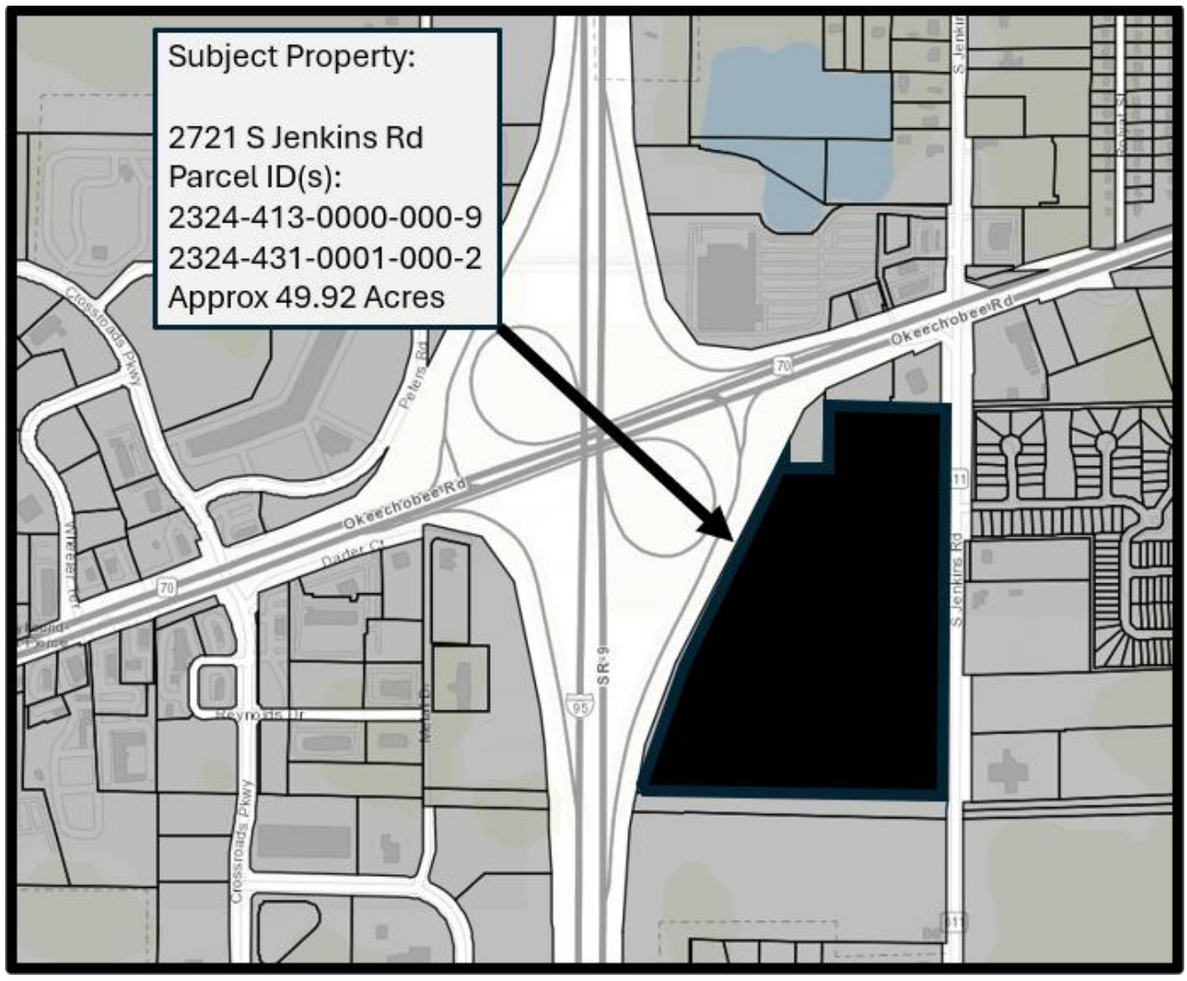
ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

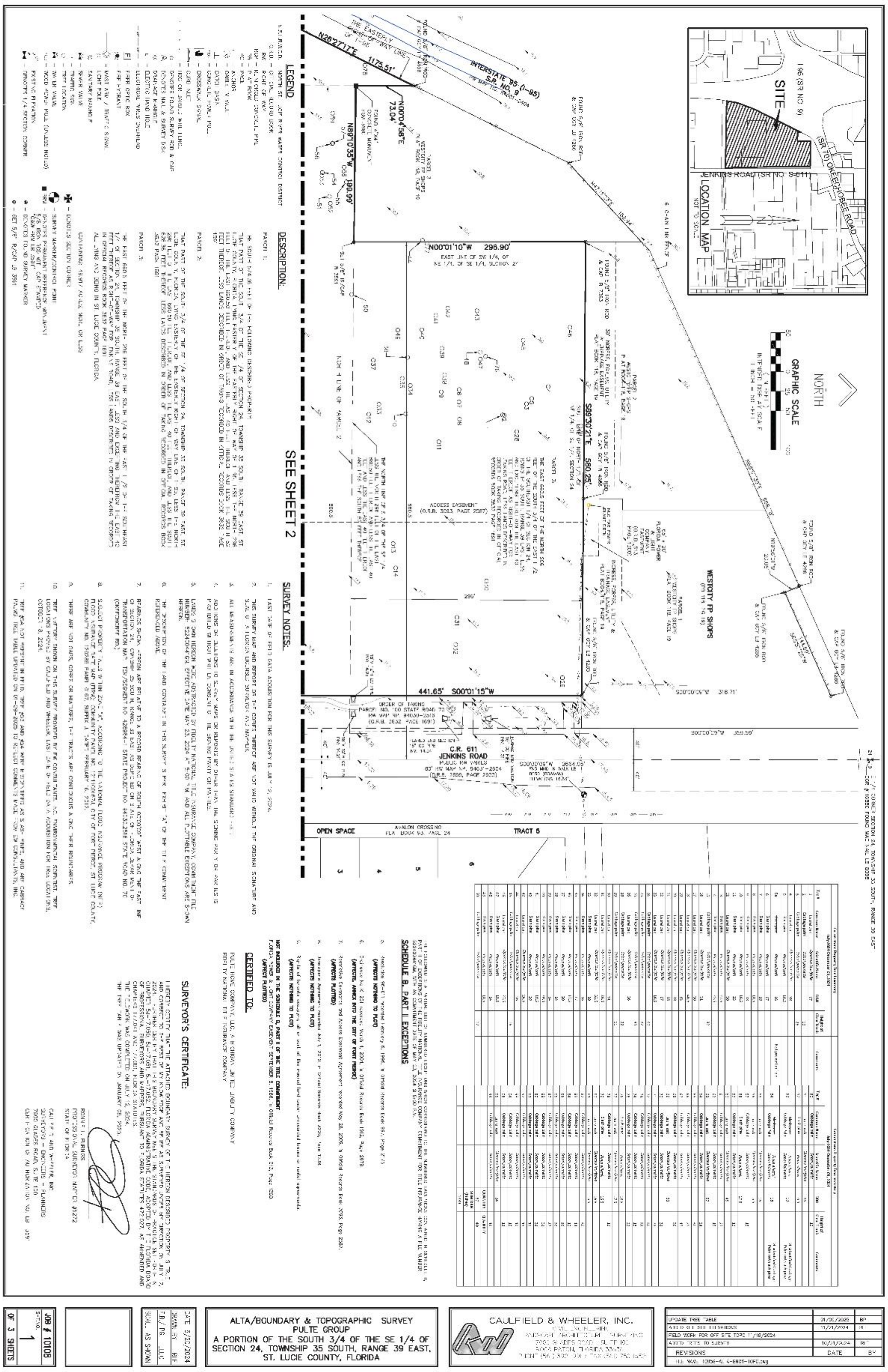
Parcel subject of Rezoning to Planned Development

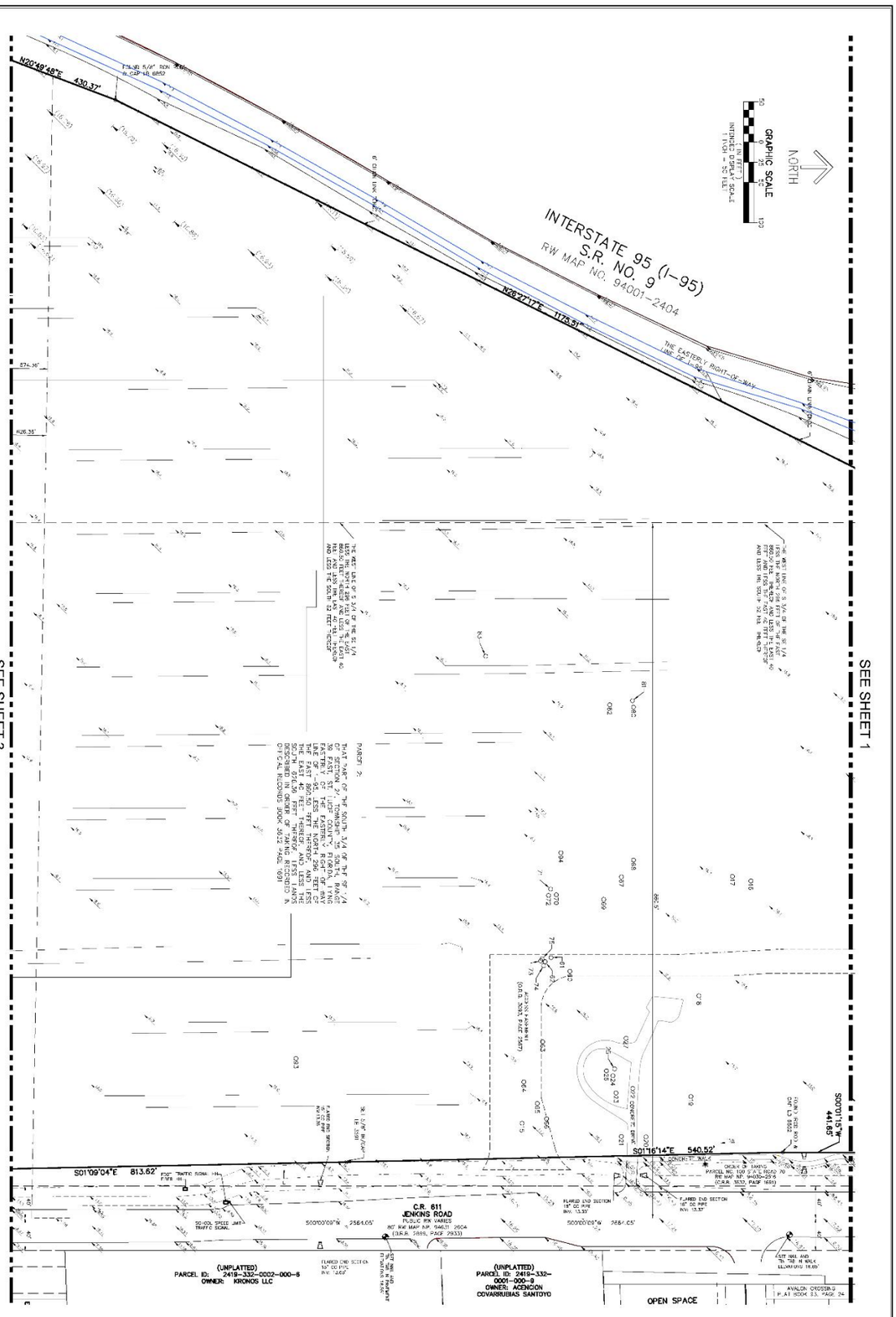


Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

EXHIBIT B

Sketch & Legal Description





JOB # 10108

SHT. NO. 2

DATE 8/20/2024
DRAWN BY: RLF
F.B./PG.
SCALE: AS SHOWN

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERS
LANDSCAPE ARCHITECTS / SURVEYORS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

REVISIONS	DATE	BY

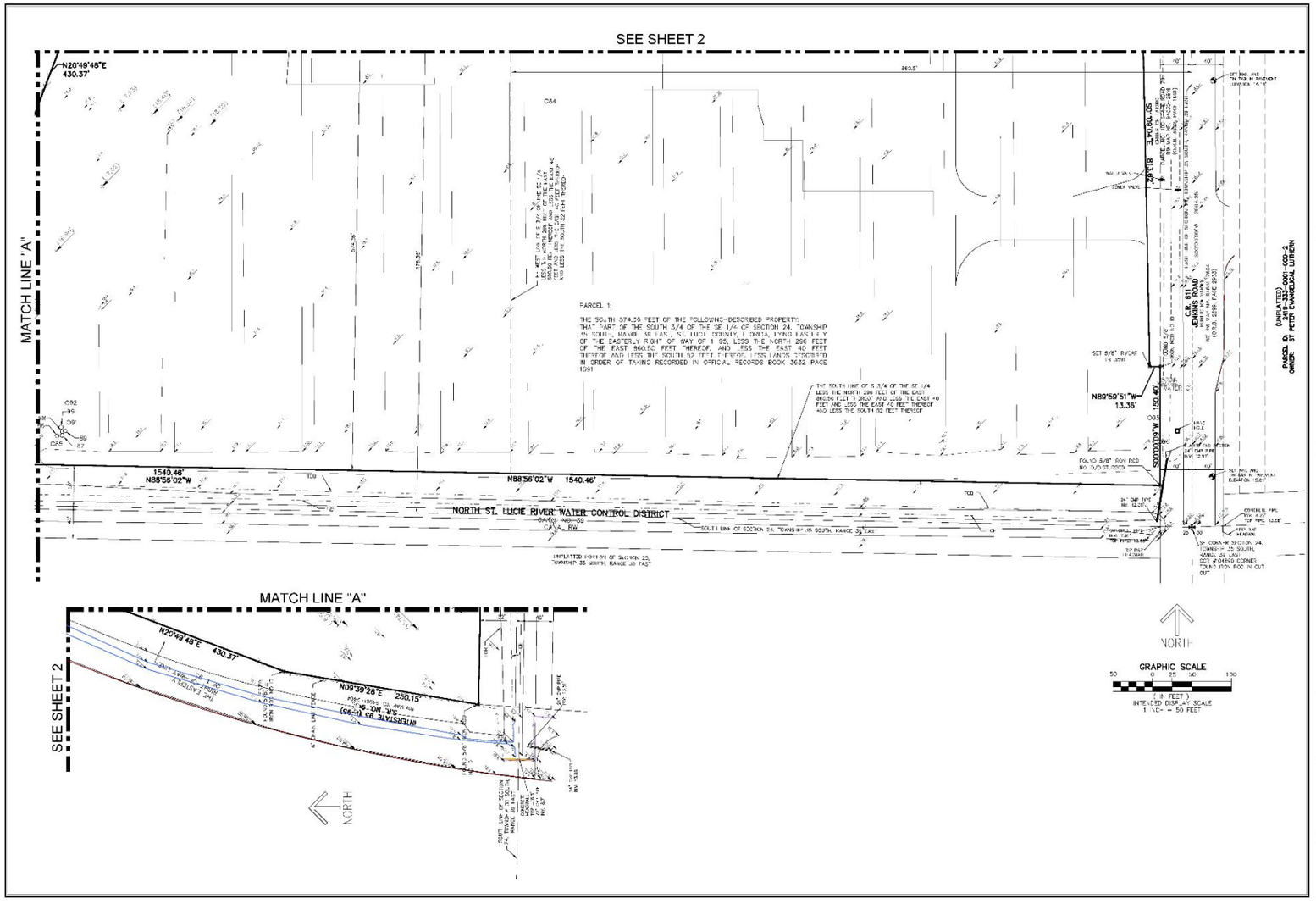

SEE SHEET 2
MATCH LINE "A"
N20°49'48"E
430.37'
860.5'
PARCEL 1:
THE SOUTH 574.39 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF I 95, LESS THE NORTH 296 FEET OF THE EAST 960.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 92 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICAL RECORDS BOOK 3632 PAGE 1991
THE SOUTH LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 960.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 92 FEET THEREOF
N89°59'51"W
13.36'
S00°00'09"W
150.49'
1540.46'
N88°56'02"W
N88°56'02"W 1540.46'
NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL NO. 39
R/W
SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
UNPLATTED PORTION OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST
C.R. 811
(DIXIE HWY.)
(PUBLIC R/W VARIES)
(O.R.B. 2896 PAGE 2633)
PARCEL ID: (UNPLATTED)
2419-333-0001-000-2
OWNER: ST PETER EVANGELICAL LUTHERN
FOUND 5/8" IRON ROD NO ID/STAMPED
SET 5/8" IR/CAP
LB 2699
SET NAIL AND DISK IN EAST R/W WALK ELEVATION 13.81'
SET NAIL AND DISK IN EAST R/W WALK ELEVATION 13.81'
SET 5/8" IR/CAP LB 2699
SET CHISEL IN CONCRETE
SET DMP PIPE INV= 13.97'
SET DMP PIPE INV= 12.05'
SET DMP PIPE INV= 12.05'
SET DMP PIPE INV= 11.80'
SET DMP PIPE INV= 11.80'
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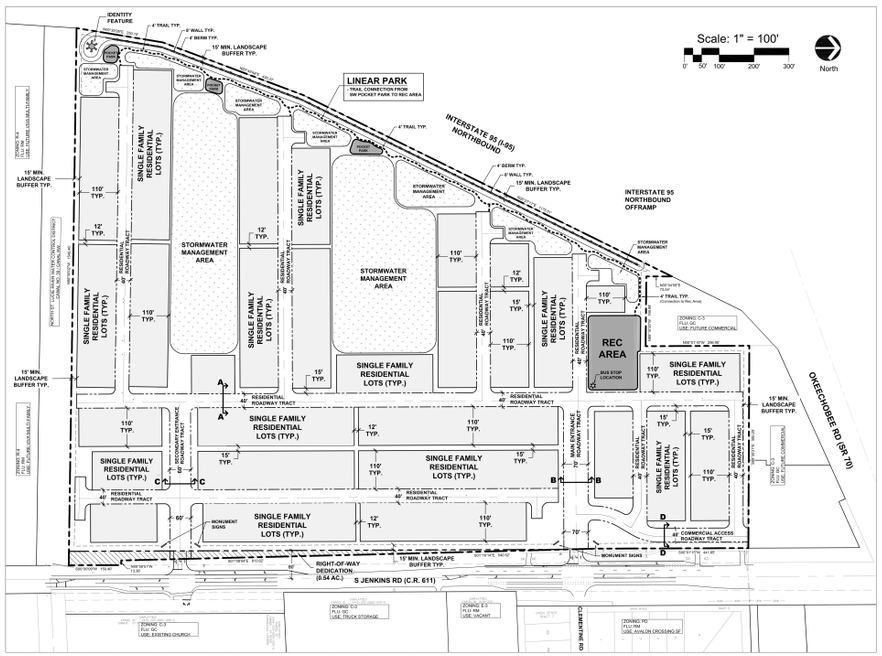
EXHIBIT C

Master Planned Development Site Plan



Location Map

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,366 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	2324413100000009 2324431000010002

Density

Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		250 Units
Proposed Gross Site Density:		5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Legal Description

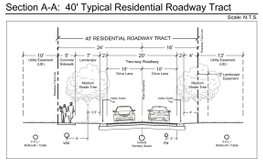
PARCEL 1:
THE SOUTH 5½ IN STREET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95; LESS THE NORTH 396 FEET OF THE EAST 792 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 33 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1602 PAGE 1581.

PARCEL 2:
THAT PART OF THE SOUTH 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95; LESS THE NORTH 396 FEET OF THE EAST 792 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 33 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1602 PAGE 1581.

PARCEL 3:
THE EAST 792.0 FEET OF THE NORTH 396 FEET OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1602 PAGE 1581.
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
CONTAINING 49.917 ACRES, MORE OR LESS

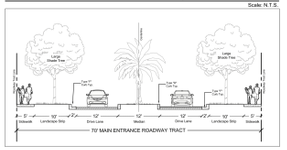
Section A-A: 40' Typical Residential Roadway Tract

Scale: N.T.S.



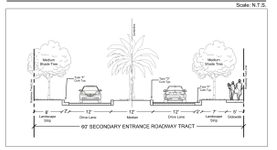
Section B-B: 70' Main Entrance Roadway Tract

Scale: N.T.S.



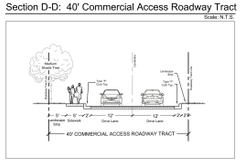
Section C-C: 60' Secondary Entrance Roadway Tract

Scale: N.T.S.



Section D-D: 40' Commercial Access Roadway Tract

Scale: N.T.S.



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Pulte Cornerstone

City of Fort Pierce Florida

Master PD Site Plan

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The following drawings are instruments of service to the Landscape Architect and as such are the property of same, designs, arrangements, and plans indicated or represented by these drawings are not to be used by the owner, or any other person, except with the written agreement of the designer, and same creates, covered, and developed by the designer shall remain the property of the designer. All such plans, designs, arrangements, or plans shall not be used by the owner or others on other projects or extensions to this project without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	11-15-2024
	2-14-2025 6-13-2025
Revision Dates	
	11-14-25 (Revised Bus Stop Location)
	12-4-25 (Revised Side Corner Setback in table)

MSP-1

EXHIBIT D

Conditions of Development (PD Zoning)

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, 12.4.2025, as revised.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

    The approximate date when construction of the project can be expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape plan per section 123-4 of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The heights of proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant

obtains a subdivision plat approval in accordance with all applicable City Code requirements.

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC)
[Hourly A-Weighted Sound Level-decibels (dB(A))]

Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

EXHIBIT E

PD Development Standards

	Lot Type A	Lot Type B
Lot Area	4400 min.	3300 min.
Depth	110'	110'
Width	40' min.	30' min.
Lot Coverage	60%	55%
Setbacks		
Front	20'	20'
Side	3'	3'
Side Corner	N/A'	N/A'
Rear	10'	10'
Building Separation	6'	6'
Rights of Way		
Main Entry Boulevard	70'	
Interior Streets	40'	
Pavement Lane Width		
Entry Boulevard	12'	
Interior Streets	10'	
Block Length (Max.)	1,400'	
Curb Type	Valley Gutter	
Sidewalks	5'	
Entry Boulevard	Both sides of street	
Interior Streets	One side of street	

Accessory uses allowed in rear/side setback

AC equipment

Fences

Patios

Pool equipment

Screen enclosure

Roof overhangs

Exterior Gas Water Heaters

Irrigation pumps & equipment

Encroachments allowed in drainage easements
Roof overhangs

Open Space
All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Landscape Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - *Landscaping design standards for single- & two-family residential structures.*
The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*
The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). – *Maintenance of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

Increased Size of Code Required Trees:

Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

EXHIBIT F

Planning Development Zoning Agreement

[to be attached]

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this ___day of _____, 2025, (the "**Effective Date**") by and between, CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, whose principal address is _____ (the "**Owner**"), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "**Applicant**") is currently under contract to purchase, and intends to develop, certain real property within the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "1"** (the "**Subject Property**"); and

WHEREAS, the current owner of the Subject Property is CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company; and

WHEREAS, the requirements for development of the Subject Property are specified by the Code

of Ordinances of Fort Pierce, Florida (the "**Code**"); and

WHEREAS, the Subject Property consists of two (2) parcels totaling approximately 49.92 acres, more or less; and

WHEREAS, the Applicant, with the consent of the Owner, is proposing a 250-lot single family home Planned Development ("**PD**") community with associated amenities at 2721 S. Jenkins Road, located just south of the Okeechobee Road commercial service area between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road, to be known as the "Pulte Cornerstone Planned Development" (the "**Project**" or "**Development**"); and

WHEREAS, the Subject Property is currently encumbered by an existing Restrictive Covenants and Access Easement Agreement dated May 7, 2009 (**"Easement Agreement"**), recorded in Official Records Book 3093, Page 2587, of the Public Records of St. Lucie, County, Florida; and

WHEREAS, the Subject Property is currently encumbered by an existing Developer's Agreement dated November 16, 2009 (the "**2009 Developer's Agreement**") recorded in Official Records Book 3209, Page 1238, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the 2009 Developer's Agreement contained a duration term of three (3) years; and

WHEREAS, to the extent the 2009 Developer's Agreement is still valid, the Owner and City intend for this Agreement to control the Subject Property; and

WHEREAS, Section 125-212 (a) of the Code indicates that the purpose of a PD includes the allowance of developments which are not specifically otherwise permitted in standard zoning districts; and

WHEREAS, Section 125-212 (c)(10) of the Code provides that the specific development standards of the PD district are contained in the approved development documents for each planned

development, making a variance unnecessary; and

WHEREAS, Sections 25-212 (d)(1) and (f) of the Code allow a PD in the City subject to a Planned Development Zoning Agreement negotiated between the Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the development and the City and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development proposed is consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, this Agreement is meant to include the preliminary understanding and requirements of the Planned Development, subject to Master PD approval; and

WHEREAS, an amendment to this Agreement shall be required with the Final PD approval.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are hereby affirmed as being true and correct and are incorporated herein by reference.

2. **Legal Description.** This Agreement shall apply to the Subject Property, as described in **Exhibit "1"**.

3. **Termination of the 2009 Developer's Agreement.** To the extent that the 2009 Developer's Agreement is valid, the City and the Owner hereby terminate the 2009 Developer's Agreement and agree that it shall have no further force or effect with respect to the Property or the parties hereto. The City and the Owner agree to execute any further documentation needed to confirm that the 2009 Developer's Agreement is terminated and without further force or effect.

4. **Duration of Agreement.** This Agreement shall be effective, shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from

the Effective Date hereof (the "**Expiration Date**"). Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms, except it may be extended as permitted pursuant to Florida Statutes 252.363 or other applicable laws. Prior to the Expiration Date, the Owner shall obtain approval for a Final PD. At the time of Final PD approval, the duration of the Agreement shall be reconsidered for an extension related to the Final PD approval(s).

5. **Phasing Requirements.** The Development shall be constructed in two (2) phases. Phase 1 will include the northern and southern entrance and related turn lanes on Jenkins Road, the lots and infrastructure on the southern portion of the site including a subphase for the model houses (that will include all required utility infrastructure, paving, grading and drainage serving the model homes). Phase 2 will be constructed to complete the project's infrastructure and include all remaining required improvements both on-site and off-site. A full phasing plan and timeline will be provided at Final PD approval.

6. **Development Approvals and Requirements for the Project.** The Project shall conform to the following requirements:

A. **Site Plans:** The Final PD Site Plan shall be consistent with the Master PD Site Plan approved by the City, a copy of which is attached hereto as **Exhibit "2"** and incorporated herein by reference. The Final PD Site Plan shall require approval by the City Commission.

B. **Development Timeline:** The development of the Subject Property shall be as specified in **Exhibit "3"**, attached hereto and by this reference incorporated herein (the "**Development Timeline**").

C. **Development Standards:** The landscaping and development standards specified in **Exhibit "4"**, attached hereto and by this reference incorporated herein (the "**Development**

Standards") shall govern the development of the Subject Property.

D. **Entrances and Internal Road Network:** Access to the site shall be provided from South Jenkins Road. The Project's entrances shall include two entrance monument signs, each of which shall comply with the requirements of Code Chapter 117, "Signs". In addition, the Project may contain temporary signs during the construction of the Project and until all units are sold within the Project (for example, to direct construction vehicles, for marketing of the Project and to direct people to the sales center), similar to the signs set forth in **Exhibit "5"**, attached hereto and by this reference incorporated herein. The interior of the site is designed with a grid network of streets to minimize lots directly adjacent to I-95.

E. **Drainage:** The site shall incorporate creative use of stormwater facilities as water-cleansing passive recreation areas and for natural vistas.

F. **Utilities:** The Project shall contain the following utility infrastructure:

   i. Water Distribution and Service lines,

   ii. Wastewater Collection and Service lines,

   iii. Lift Station and related equipment,

   iv. Paving, and

   v. Stormwater Retention and Detention.

G. **Public Benefit:** The Project will contain a "pocket park" at the southwest corner of the Subject Property containing a Fort Pierce entry monument, which will include identification of the Project (which may include the Project name and logo). Such monument will include an art installation, not to exceed 40 feet in height, which will serve as a welcome to visitors and residents to Fort Pierce.

7. **Public Facilities that will Service the Development**.

A. **Water/Wastewater:** Fort Pierce Water and Sewer Authority (FPUA) shall provide **w**ater and Wastewater to the Project with water and sewer available to provide for the Project.

B. **Road Infrastructure:** South Jenkins Road (County Road 611) shall provide access to the site.

C. **Drainage:** The Project is located within the jurisdiction of the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD).

D. **Local School District:** St. Lucie Public Schools serve this location with capacity to serve the anticipated needs of the Project.

8. **Adopted Landscape Standards**. For the installation of landscaping and plants, the Project shall comply with all requirements of the Code governing landscaping, to include, but not limited to Section 123-37(1) (Requirements for Plant Materials), Section 123-37(11) (Installation of Landscaping), and Section 123-37(12) (Maintenance of Landscaping), except when inconsistent with the provisions of this Agreement and the Final PD approval directly addressing landscaping, including the Development Standards set forth in **Exhibit "4"**.

9. **Tree Mitigation and Replacement Standards.** All sections under Chapter 123, Article III, Tree Protection, of the Code shall be applicable and complied with, except when inconsistent with the provisions of this Agreement and the Final PD approval directly addressing tree mitigation, including the Development Standards set forth in **Exhibit "4"**. To help promote and encourage the planting of larger trees, the creation of native habitat, enhanced stormwater treatment systems, and the minimizing of sod areas to reduce watering, fertilizer and maintenance requirements, and reduction in long term irrigation

needs, in addition to Section 123-66, Tree Protection and Mitigation, of the Code, the following may be implemented to provide additional methods for obtaining inch credit toward tree replacement in all common areas of the Project:

A. **Increased Size of Code Required Trees:** Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

B. **Additional Native Understory Plantings for Inch Credit:** Inch credit shall be obtained towards tree replacement through the planting of native understory plants which are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	**Inch Credit**
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

10. **Description of Local Development Permits Required for the Development**. The Development shall require the following local development permits and approvals, which shall be obtained before commencing construction:

A. City of Fort Pierce Final PD.

B. City of Fort Pierce Development Permit Compliance Review Permit.

C. Any Fort Pierce building permits as required for each stage of construction, as applicable.

D. South Florida Water Management District:

i. Consumptive Water Use Permit (as required).

ii. Environmental Resource Permit.

E. North St. Lucie Water Control District Drainage Permit (as required).

F. St. Lucie County permit (as required).

G. Fort Pierce Utility Authority permitting (as required).

H. Florida Department of Environmental Protection permitting (as required).

I. Other permits as required.

11. **Project Compliance.** The Project, as proposed by this Agreement, is consistent with the City's comprehensive plan and land development code. Any failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Attached hereto as **Exhibit "6"** is a list of any conditions, terms, restrictions, and other requirements determined by the City for the public health, safety, or welfare of its citizens, which shall govern the development of the Subject Property and be complied with.

12. **Destruction.** In the event that all or a portion of the Development should be destroyed by a storm, fire, or other common disaster, Owner, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan, subdivision plat(s), and development orders.

13. **Subdividing.** Owner agrees that the Subject Property shall be developed as one parcel of

land, in two phases, consistent with a final site plan approved by the City incorporating the entire Subject Property. The Subject Property may only be subdivided pursuant to a subdivision plat or lot split approved by the City in accordance with all applicable requirements of the Code. This paragraph shall not prohibit the conveyance of any lot, parcel, or tract in accordance with a plat or lot split approved by the City and recorded in the public record, or the conveyance of right-of-way to any governmental entity.

14. **Modification, Amendment, and Release.** This Agreement may not be modified, amended, or released, except by written instrument signed by the parties to this Agreement, provided that such modification, amendment, or release has been approved by the City after public hearing. Notwithstanding anything contained hereinto the contrary, Owner, its successors in interest and/or title, and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is affected by this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

15. **Governing Law.** This Agreement and the construction and enforcement thereof shall be interpreted under the laws of the State of Florida. **THE PARTIES HERETO AGREE WITHOUT RESERVATION OF ANY RIGHTS UNDER FEDERAL OR STATE LAW, THAT IN ANY LITIGATION ARISING UNDER THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BEFORE A JURY AND ALL SUCH LITIGATION SHALL BE LITIGATED ONLY IN A NON-JURY HEARING IN THE STATE COURTS OF FLORIDA, ST. LUCIE COUNTY.**

16. **Successors and Assigns.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives, successors, assigns and successors in title of the Owner and any person, firm, corporation, or entity who or which may become the successor in

interest to the Subject Property. No subsequent transfer of the Subject Property or any assignment of interest therein shall relieve or discharge the then-current owner of the Subject Property from any term, condition, obligation, or duty set out in this Agreement. This Agreement may only be assigned by Owner or any subsequent owner after notice to the City, provided however that assignment to a homeowner's association upon turnover of association control to the residents shall not require such notice. The parties hereto stipulate and agree that this Agreement (specifically the first "Whereas" recital) shall constitute notice of the Owner's intent to assign all of its rights and interests in this Agreement and in the Subject Property to Applicant. Owner shall provide City Notice of the finalization of the transfer of ownership to Applicant.

17. **Notice.** Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER:

Cornerstone Fort Pierce Development, LLC
c/o Barings LLC
300 South Tryon Street
Suite 2500
Charlotte, North Carolina 28202
Attn: Cassie A. McCrain
Telephone: (980) 417-5829
Email: cassie.mccrain@barings.com

and

Barings LLC
300 South Tryon Street
Suite 2500

Charlotte, North Carolina 28202
Attn: Real Estate Legal
Telephone: (980) 417-5892
Email: baringsrealestatelegal@barings.com

With a copy to:
Goodwin Proctor LLP
100 Northern Ave.
Boston, MA 02210
Attn: Ryan Sawyer, Esq.
Telephone: (617) 570-3937
Email: rsawyer@goodwinlaw.com

CITY:

City Manager
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

With a copy to:

City Attorney
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

APPLICANT:

Pulte Home Company, LLC
1475 Centrepark Blvd., Suite 140
West Palm Beach, Florida 33401
Attn: Brent Baker, Division President – Southeast Florida Division

With a copy to:

DEAN, MEAD, MINTON & MOORE
Attn: W. Lee Dobbins, Esq.
1903 South 25th Street,
Suite 200 Fort Pierce, FL 34947

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the date received if deposited with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

18. **Entire Agreement.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable

to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

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

20. **Rights of Assignment to Lende**r. All rights of the Owner hereunder may be collaterally assigned to any lender for the Subject Property as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Owner hereunder.

21. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

22. **Recording.** The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within fourteen (14) days of the Effective Date. Failure of the City to record this

Agreement shall not void this Agreement or be deemed a default.

23. **Indemnity; Hold Harmless; Defend.** The City shall be indemnified, held harmless and defended by Owner, its grantees, successors, and assigns, from any and all liabilities, claims, causes of action, judgments, monetary obligations, or legal claims whatsoever arising from any violation by Owner of this Agreement, or any Ordinances related to this Project, or any other approvals related to this Project whatsoever, or from any disputes between Owner, and the Applicant, or any other property owners, and/or any other person(s) or entity(ies) regarding this Agreement and/or any approvals granted by the City whatsoever related to this Project, to include reasonable attorney's fees for attorney(s) of the City's choosing. Owner shall also indemnify the City for any liabilities, claims, causes of action, judgments, or monetary obligations arising from any property owner suing the City over loss of access to their property through the Subject Property, due to the City's approval of this Project.

24. **Compliance/Vested Rights.**

A. Owner shall be required to construct all proposed improvements in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD zoning ordinances, approved master site plan, final site plan(s), construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("**Development Orders**.").

B. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development. Pursuant to the intent of Sections 125-212 (a) and 125-212 (c)(10) of the Code, in the event of any conflict between the Code and this Agreement or the Master or Final Approval, this Agreement and the Master or Final

Approval shall govern to the extent the Code Section in conflict therewith is one for which the PD process is permitted to alter the Code requirements.

25. **Remedies.**

A. In the event that the Owner fails to comply with any provision or condition of this Agreement or any Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct improvements consistent with this Agreement, the City can terminate this Agreement. Before terminating the Agreement, however, the City shall provide Owner notice of the default and allow thirty (30) days for the Owner to cure the default to the City's satisfaction, unless the default cannot reasonably be cured within such thirty (30) day period, in which event Owner may request a reasonable amount of additional time to cure from the City, which City will not unreasonably deny. Owner shall commence to cure such default within the thirty (30) day period and diligently pursue the cure to completion during the thirty (30) day period and at all additional times that may be granted by the City. If Owner fails to cure the default in accordance with the foregoing time limits to the reasonable satisfaction of the City, the City Commission, by majority vote at a public meeting, may terminate the Agreement. If the Agreement is terminated or expires, no building permits shall be issued for the Project consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.

B. In the event that any person files a complaint with the City Manager alleging that a

Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

C. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or their successors in interest fail to abide by the provisions of this Agreement.

26. **Failure to Address Requirements.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

27. **Amendment with Final PD Approval.** The parties agree this is a preliminary understanding of the Development and that upon Final PD approval, the terms of this Agreement may be reconsidered. With Final PD approval, Owner agrees and acknowledges that terms contained in this Agreement may be amended and updated to provide more specific deliverables with respect to the Development. Further, Owner agrees and acknowledges that this Agreement may not encompass all terms that may be required by the City for Final PD approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

Heather Hendren

Print Name: Heather Hendren

Address: 300 S. Tryon St
Charlotte, NC 28202

OWNER:

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company,

By: Cassie McCrain

Printed Name: Cassie McCrain

Title: Managing Director

Lauren VanDuser

Print Name: Lauren VanDuser

Address: 300 S. Tryon St
Charlotte, NC 28202

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 5th day of January, 2025, by Cassie McCrain, as Managing Director of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, on behalf of said company. Said person is (check one) ☒ personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit:_____

MARIA MILLER
Notary Public - North Carolina
Catawba County
My Commission Expires Jun 21, 2027

(NOTARY SEAL)

Maria Miller

Print Name: Maria Miller

Notary Public, State of ~~Florida~~ North Carolina

Commission No.: 202217400819

My Commission Expires: June 21, 2027

(SIGNATURES TO CONTINUE ON NEXT PAGE)

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CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox,
City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, City Attorney

(SIGNATURES TO CONTINUE ON NEXT PAGE)

CONSENTING SIGNATORY ONLY

APPLICANT: PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: Aimee Carlson
Its: Director of Land Development SE Florida

Witness: _____
Print: Alondra Mercado
Address: 1475 Centrepark Blvd, Ste 140
West Palm Beach, FL 33401

Witness: _____
Print: Austin Cooper
Address: 1475 Centrepark Blvd
West Palm Beach FL 33401

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5 day of January, 2026, by Aimee Carlson, as Director of Land of Pulte Home Company, LLC, a Michigan limited liability company, who [X] is personally known to me [ ] has produced _____ as identification.

Print Name: Jessica Delguidice
Notary Public, State of Florida
Commission No.: HH 386867
My Commission Expires: 4/16/2027

(NOTARY SEAL)

Notary Public State of Florida
Jessica L Delguidice
My Commission HH 386867
Expires 4/16/2027

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EXHIBIT 1
LEGAL DESCRIPTION

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2.

From and after the effective date hereof, the following properties legally described as:

LANDS SITUATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)
THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH
296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH
626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK
3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.92 ACRES, MORE OR LESS

EXHIBIT 2

MASTER PLANNED DEVELOPMENT SITE PLAN

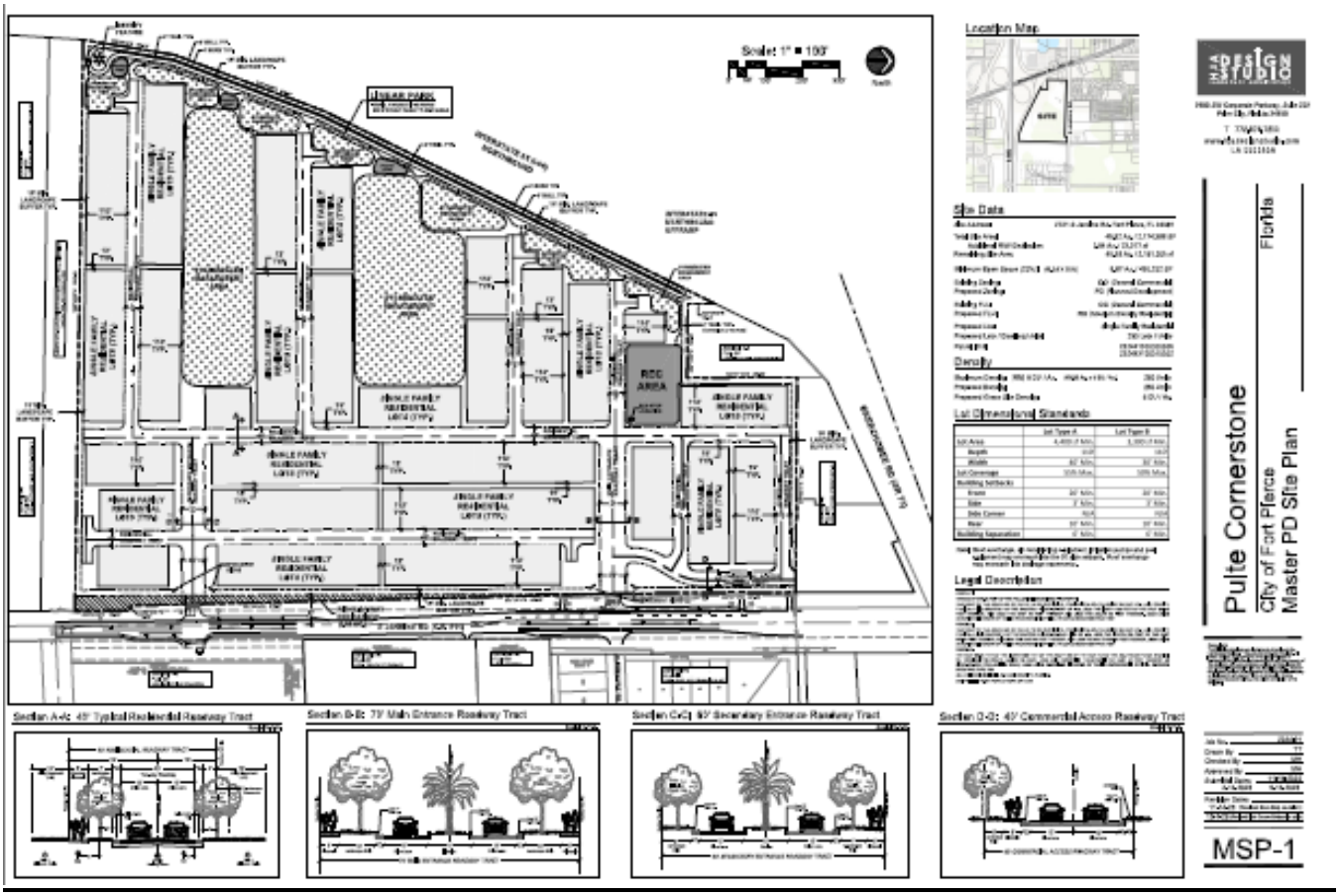


EXHIBIT 3

DEVELOPMENT TIMELINE

The Development Timeline shall be established at the approval of the Final Planned Development Site Plan. The Development Timeline shall include the timeframe for actual completion of this project.

EXHIBIT 4

DEVELOPMENT STANDARDS

	Lot Type A	Lot Type B
Lot Area	4400 min.	3300 min.
Depth	110'	110'
Width	40' min.	30' min.
Lot Coverage	60%	55%
Setbacks		
Front	20'	20'
Side	3'	3'
Side Corner	N/A'	N/A'
Rear	10'	10'
Building Separation	6'	6'

Rights of Way	
Main Entry Boulevard	70'
Interior Streets	40'
Pavement Lane Width	
Entry Boulevard	12'
Interior Streets	10'
Block Length (Max.)	1,400'
Curb Type	Valley Gutter
Sidewalks	5'
Entry Boulevard	Both sides of street
Interior Streets	One side of street

Accessory uses allowed in rear/side setback

AC equipment
Fences
Patios
Pool equipment
Screen enclosure
Roof overhangs
Exterior Gas Water Heaters
Irrigation pumps & equipment

Encroachments allowed in drainage easements
Roof overhangs

Open Space
All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Landscape Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - *Landscaping design standards for single- & two-family residential structures.*
The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*
The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). – *Maintenance of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

Increased Size of Code Required Trees:

Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

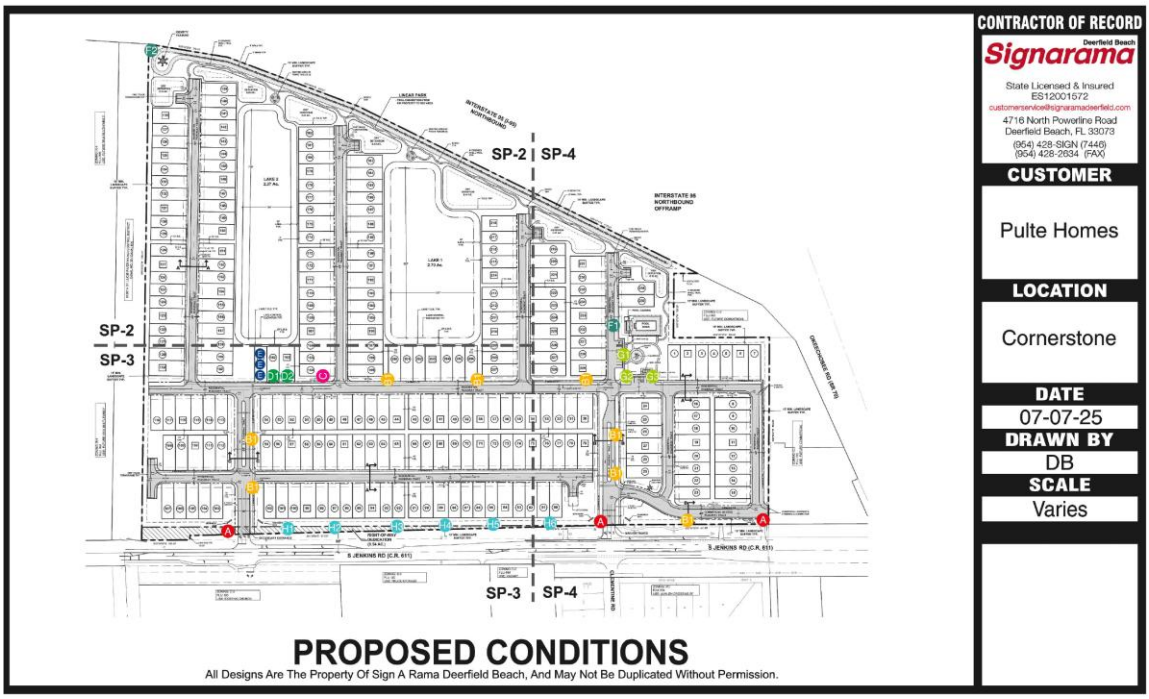
Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

EXHIBIT 5

SIGNS



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Sign B1(x8)

6mm Dibond
Full Color Digitally Printed Graphics
Gloss UV Over-Laminate
Size: 36"W X 54"H, 2 Panels B2B for Double-Sided Signs
Qyt: 8
Includes (x2) 4" x 4" x 78" Bronze Aluminum Posts with Flat Cap
Also Includes Painted Internal Wood Framing for Sandwich Mount

PROPOSED CONDITIONS

All Designs Are The Property Of Sign A Rama Deerfield Beach, And May Not Be Duplicated Without Permission.

CONTRACTOR OF RECORD

Signarama Deerfield Beach
State Licensed & Insured
ES12001572
customerservice@signaramadeerfield.com
4716 North Powerline Road
Deerfield Beach, FL 33073
(954) 428-SIGN (7446)
(954) 428-2634 (FAX)

CUSTOMER
Pulte Homes

LOCATION
Cornerstone

DATE
07-07-25

DRAWN BY
DB

SCALE
Varies

Sign C Side 1

Sign C Side 2

6mm Dibond
Full Color Digitally Printed Graphics
Gloss UV Over-Laminate
Size: 38"W X 54"H
2 Panels Mounted BTB for Double-Sided Sign
Qty:1
Includes (x2) 4" x 4" x 82" Bronze Aluminum Posts with Flat Cap
Also Includes Painted Internal Wood Framing for Sandwich Mount

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CUSTOMER
Pulte Homes

LOCATION
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DATE
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DRAWN BY
DB

SCALE
Varies

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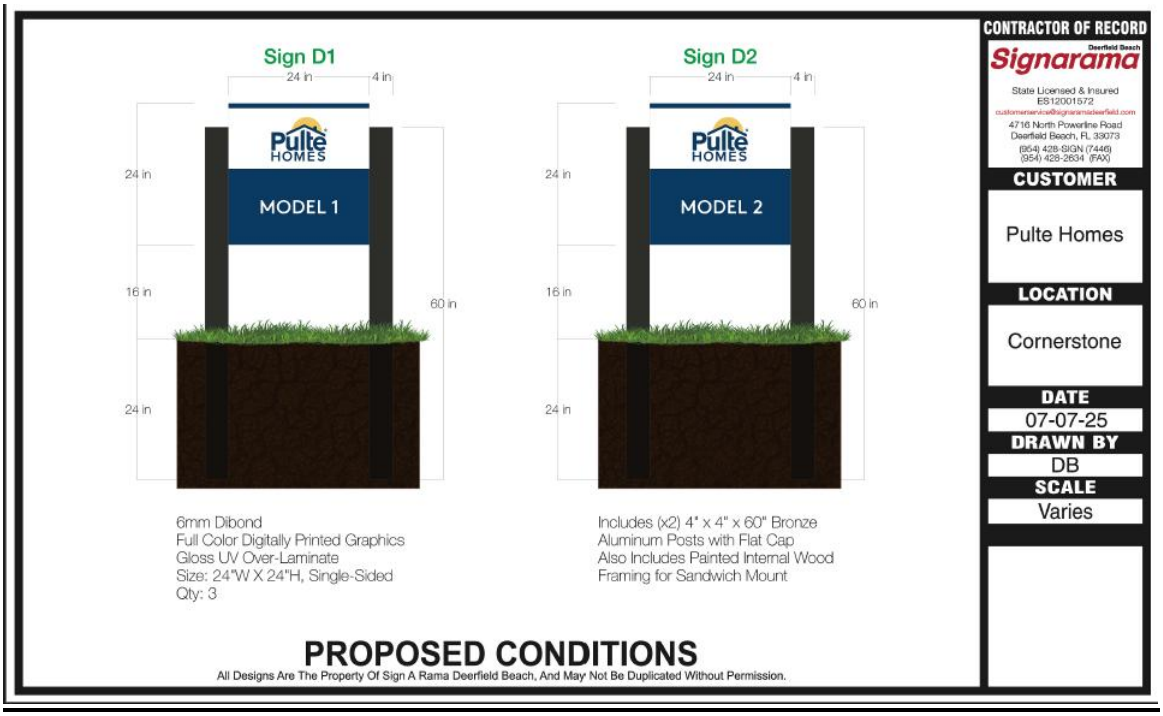

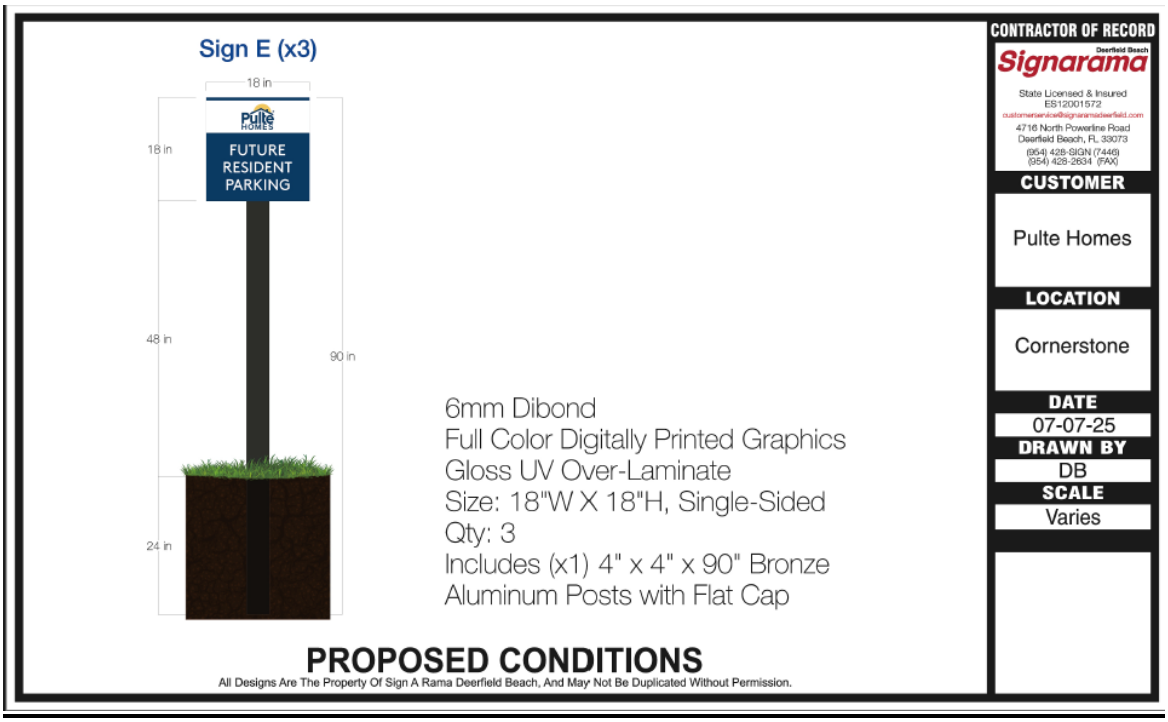

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Sign F1

Custom Billboard Sign
6mm ACM Panels with Full Color Digitally Printed Graphics
Gloss UV Over-Laminate
4" x 4" and 2" x 6" Pressure Treated Wood Posts
Painted Dark Bronze
Size: 96" x 144" (three panels of 96" x 48" each)
Installed into Grass

PROPOSED CONDITIONS

All Designs Are The Property Of Sign A Rama Deerfield Beach, And May Not Be Duplicated Without Permission.

CONTRACTOR OF RECORD

Signarama Deerfield Beach
State Licensed & Insured
ES12001572
customerservice@signaramadeerfield.com
4716 North Powerline Road
Deerfield Beach, FL 33073
(954) 428-SIGN (7446)
(954) 428-2634 (FAX)

CUSTOMER
Pulte Homes

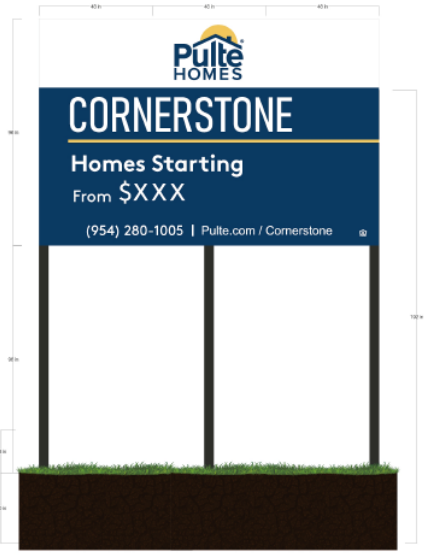
LOCATION
Cornerstone

DATE
07-07-25

DRAWN BY
DB

SCALE
Varies

Sign F2



Custom Billboard Sign
6mm ACM Panels with Full Color Digitally Printed Graphics
Gloss UV Over-Laminate
4" x 4" and 2" x 6" Pressure Treated Wood Posts
Painted Dark Bronze
Size: 96" x 144" (three panels of 96" x 48" each)
Installed into Grass

PROPOSED CONDITIONS

All Designs Are The Property Of Sign A Rama Deerfield Beach, And May Not Be Duplicated Without Permission.

CONTRACTOR OF RECORD

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(954) 428-SIGN (7446)
(954) 428-2634 (FAX)

CUSTOMER
Pulte Homes

LOCATION
Cornerstone

DATE
07-07-25

DRAWN BY
DB

SCALE
Varies

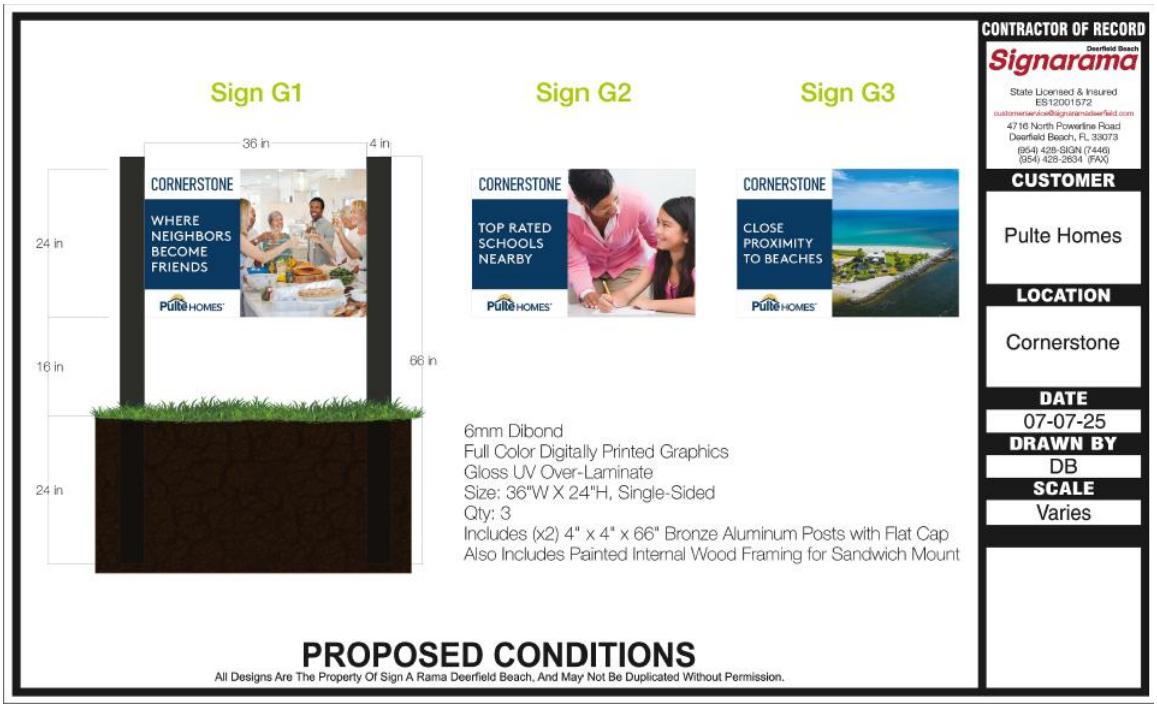

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EXHIBIT 6

CONDITIONS OF DEVELOPMENT

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, [redacted].

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

    The approximate date when construction of the project can be expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape plan per section 123-4 of the City Ordinance.

b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
c. The heights of proposed buildings and structures.
d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application

submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

BARTLETT LOEB
HINDS, THOMPSON & ANGELOS

Tampa
Stuart
Austin

819 SW Federal Hwy
Suite 300
Stuart, FL 34994

P: 772-252-3000
F: 813-228-6422
E: NICHOLASG@BLHTLAW.COM

October 3, 2025

VIA EMAIL TRANSMITTAL

Vennis Gilmore
Historic Preservation Officer / Senior Planner
City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, FL 34950
vgilmore@cityoffortpierce.com

RE: **Pulte-Cornerstone PDs / WestCity FP Shops**

Mr. Gilmore:

We are in receipt of your email dated October 2, 2025, requesting a statement from WestCity FP Shops, LLC ("WestCity") summarizing WestCity's position on the referenced project and its impact on WestCity's property and property rights. Please accept this letter as WestCity's response, to be included in the agenda for the City's upcoming consideration of the proposed project.

As we have discussed and maintained, WestCity currently has an existing right of access to its property established via plat, as well as an existing access easement agreement with the owner of the property on which the referenced project is proposed. The developer, Pulte, has approached WestCity about moving that access easement to the east portion of the property, but no bona fide negotiations ever have taken place, let alone resulted in a concrete, enforceable agreement protecting WestCity's existing access and property rights.

Moreover, based on the developer's most recent site plan submittal, it appears Pulte does not contemplate constructing this (hypothetical) eastern access route upon commencement of Phase 1 of its project, but instead is proposing its construction only concurrent with Phase 2, which currently has not so much as a tentative commencement or completion date, and which—as we all know, due to the realities of development—could *never* happen.

To remedy this deficiency, WestCity would require the cross-access roadway to be constructed as part of Pulte's roadway construction at the outset of Phase One, with WestCity's access rights, and use thereof, to commence upon completion of the roadway. In the event Pulte were to fail, for any reason, to satisfy this condition, WestCity would then acquire the right to step into Pulte's shoes and complete this construction. Finally, to validate and ensure its easement rights, WestCity would require a written, enforceable cross access agreement to be executed prior to site plan approval.

Pulte's current site plan, as submitted for the City's consideration, includes nothing approaching such minimum provisions, and would therefore significantly inhibit WestCity's access to its own property. Without an enforceable agreement to preclude this scenario, WestCity's existing right of access—vested both via plat and the easement agreement—will be infringed.

For the firm,

BARTLETT LOEB HINDS THOMPSON & ANGELOS

By: */s/ Nicholas M. Gieseler*
NICHOLAS M. GIESELER

Copies via email to:

Ken Simigran, Ken@wcpartners.com
Kevin Freeman, kfreeman@cityoffortpierce.com
Christopher Suneson, csuneson@cityoffortpierce.com

From: Ken Simigran
To: Vennis Gilmore; Kevin Freeman; Christopher Suneson
Subject: Fwd: Pulte Commercial Parcel Access
Date: Monday, October 6, 2025 2:46:49 PM

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.

Making sure you saw the attachment below from SLC and Grant Chambers acknowledging their view of the north cross access.
Kenny
Sent from my iPhone

Kenny Simigran

Begin forwarded message:

From: "Grant M. Chambers" <Grant.M.Chambers@stlucieco.gov>
Date: September 17, 2025 at 2:34:05 PM EDT
To: Nicholas Gieseler <NicholasG@blhtlaw.com>
Cc: Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>
Subject: RE: Pulte Commercial Parcel Access

Good afternoon,

The onsite review would be under the purview of the City. The County does not have an objection to the location of the easement access at this time.

Regarding the Right-of-Way, as long as we have the ultimate 160 feet in this location and the sidewalk is within the Right-of-Way, we will not be requesting additional Right-of-Way. There is an ongoing PD&E study that could impact Right-of-Way dimensions along the corridor in the future, but we do not have any information on that yet.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

<image001.png>
<image002.jpg>

From: Nicholas Gieseler <NicholasG@blhtlaw.com>
Sent: Monday, September 15, 2025 10:22 AM
To: Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>
Subject: Pulte Commercial Parcel Access

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.

Grant,

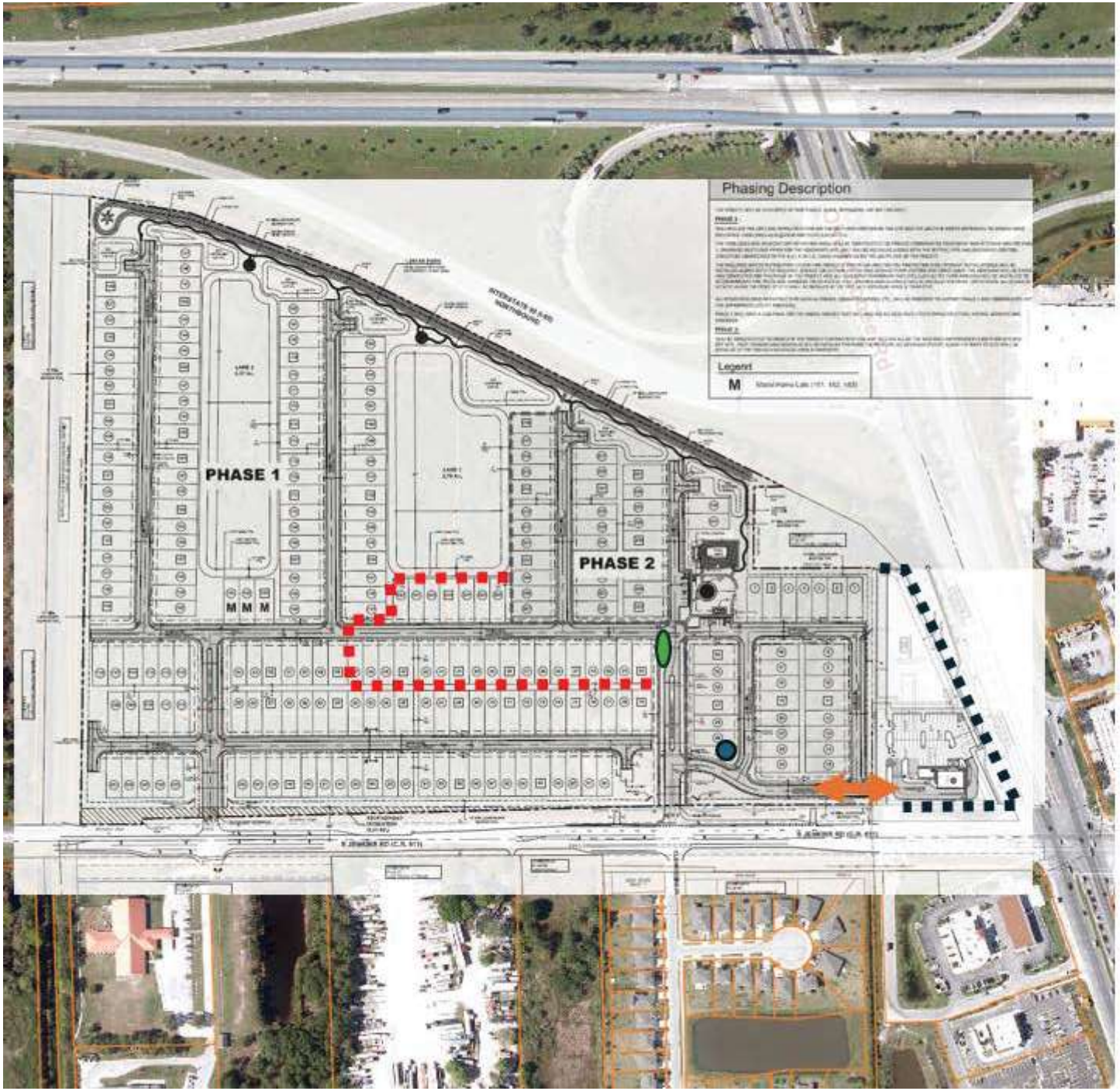
Per our conversation, attached is a blown-up plan showing the direct access to the commercial parcel from Jenkins in relation to the Pulte easement access. Let me know if you need anything else. Thanks.

-Nick

Nicholas M. Gieseler | Attorney
Bartlett, Loeb, Hinds, Thompson, & Angelos
NicholasG@blhtlaw.com

www.blhtlaw.com

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.



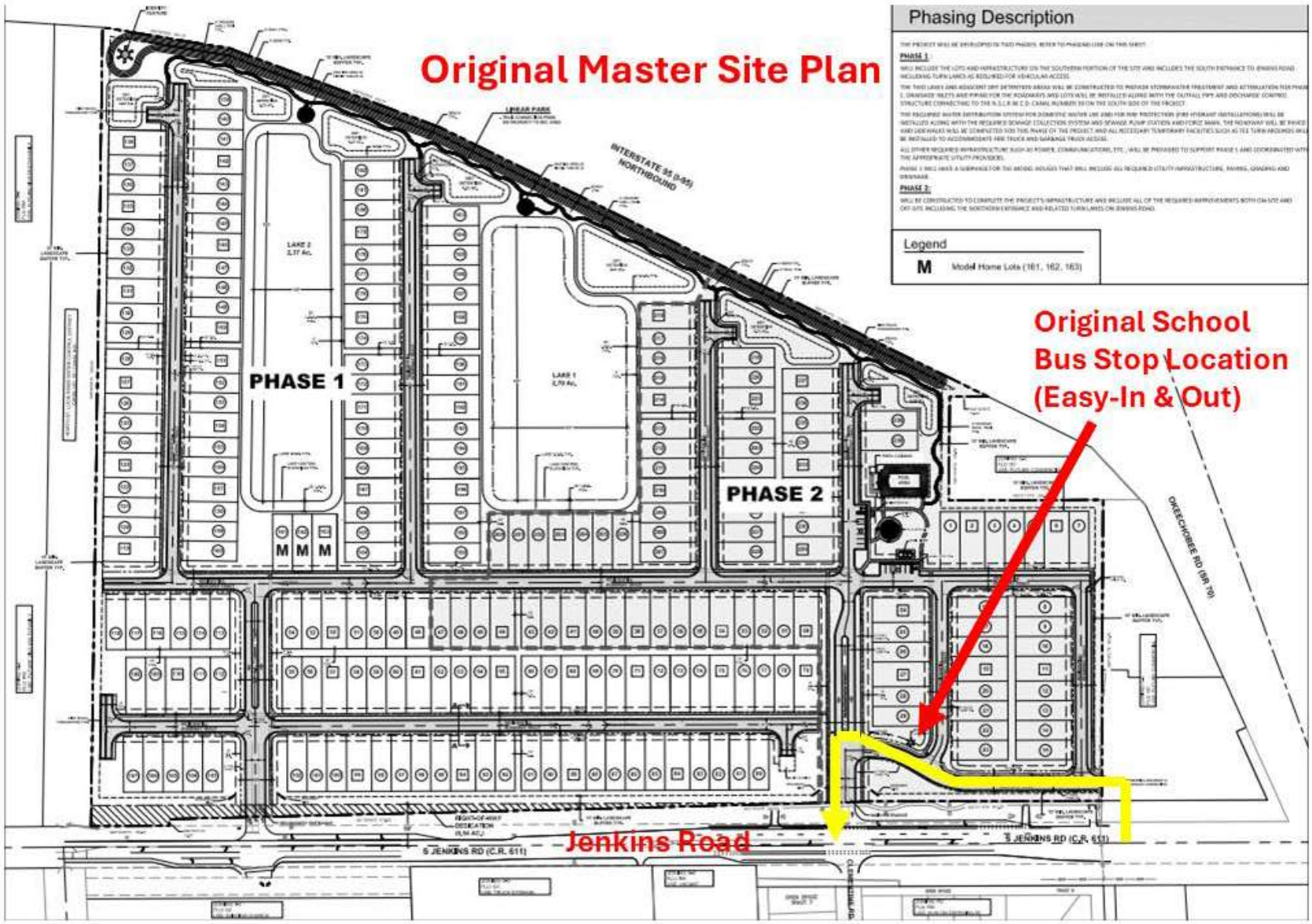
Original Phase 2 Line

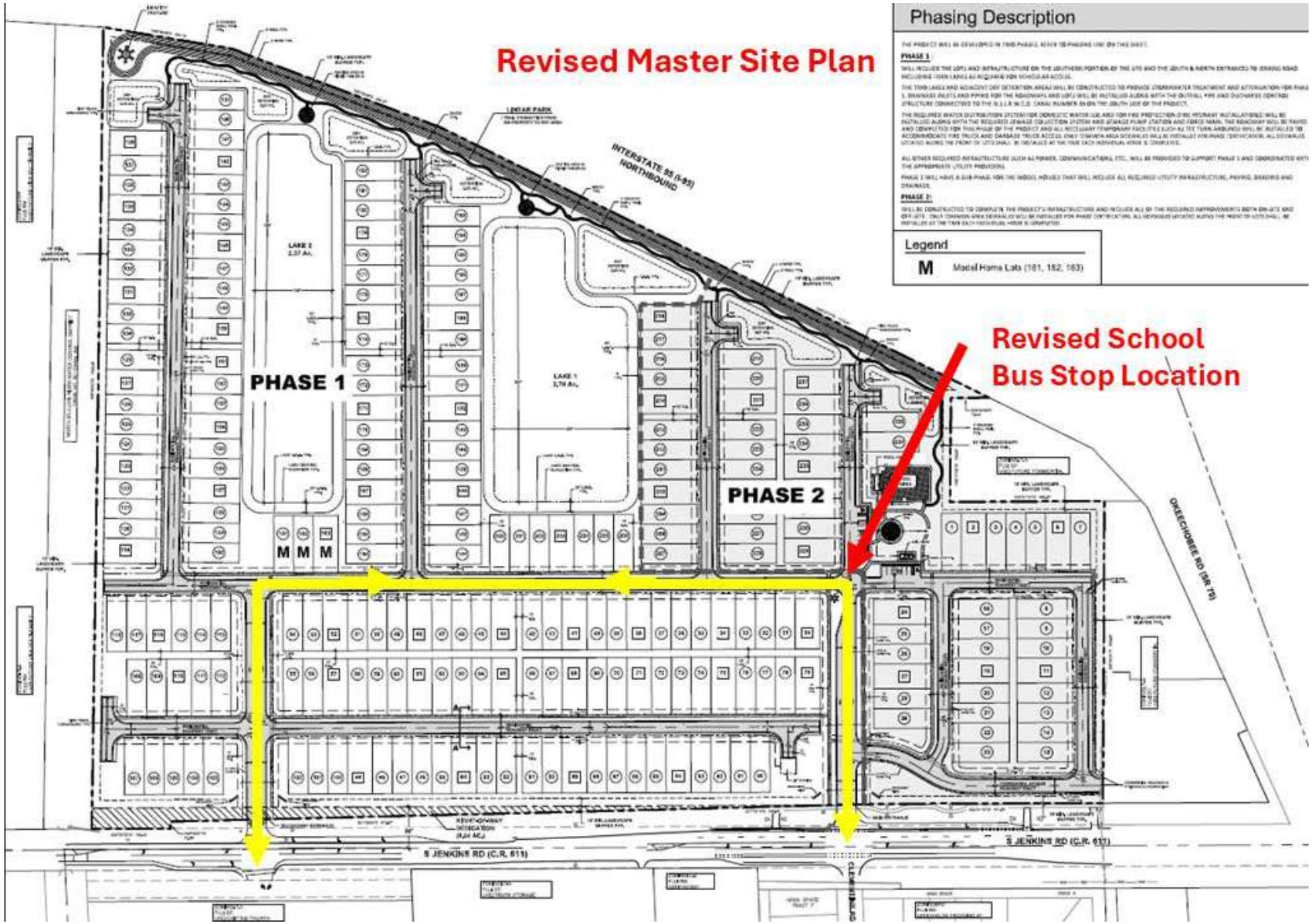
Adjacent Site Plan

Cross Access

Original Bus Stop Location

New Bus Stop Location


Original Master Site Plan
Phasing Description
Legend
M Model Home Lots (161, 162, 163)
Original School
Bus Stop Location
(Easy-In & Out)
PHASE 1
PHASE 2
M M M
INTERSTATE 95 (I-95)
NORTHBOUND
OKEECHOBEE RD (SR 70)
S JENKINS RD (C.R. 611)
Jenkins Road


Revised Master Site Plan
Revised School
Bus Stop Location
Phasing Description
Legend
M Model Home Lots (161, 162, 163)
PHASE 1
PHASE 2
M M M
INTERSTATE 95 (I-95)
NORTHBOUND
S JENKINS RD (C.R. 611)
OKEECHOBEE RD (SR 70)

From: Leslie Olson
To: Vennis Gilmore
Subject: Unity of Title: Cornerstone
Date: Friday, September 26, 2025 11:29:23 AM

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From Lee Dobbins Regarding the Unity of Title:

- A Unity of Title is a legal document recorded in the public record that prohibits the property owner from selling off any part of the property. In other words, the property has to remain unified under a single property owner.
- We plan to subdivide the property into single family lots, which Pulte will sell to residents. If there is a Unity of Title encumbering the land, we will need to get the City Commission to approve and sign a release of the Unity of Title, so we can record it in the public record before we record the plat. Otherwise, no home purchaser will be able to obtain a title insurance policy, because the title companies will see the Unity of Title prohibiting Pulte from selling off any part of the property and they will refuse to insure the sales.
- FYI, I have not typically seen Unities of Title required for projects that are intended to be subdivided, because in that situation the Unity of Title is in direct conflict with the intent of the project. A Unity of Title is intended to keep the property unified. Unities of Title are typically required only in projects that are intended to remain unified.
- In order to address the City's desire to have a unity of title requirement, while still making it clear that Pulte is allowed to subdivide the property and sell lots pursuant to a City-approved plat, we have included language in the PD Agreement as follows: ***Unity of Control.*** *Owner agrees that the Subject Property shall be developed as one parcel of land, in two or more phases, consistent with a final site plan approved by the City incorporating the entire Subject Property. The Subject Property may only be subdivided pursuant to a subdivision plat or lot split approved by the City in accordance with all applicable requirements of the Code. This paragraph shall not prohibit the conveyance of any lot, parcel or tract in accordance with a plat or lot split approved by the City and recorded in the public record, or the conveyance of right-of-way to any governmental entity.*

Sent from my iPhone

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x

sostrander@fpua.com

November 22, 2024

Jennifer Hofmeister-Drew
JHD Planning Consulting, Inc.
4424 Main Street, Ste 3038
Jupiter, FL 33458

SUBJECT: Cornerstone Ft Pierce & Golden Arrow Development LLC
PCN: 2324-413-000-000-9, 2324-431-0001-000-2

Dear Ms. Hofmeister-Drew,

As requested, Fort Pierce Utilities Authority (FPUA) would like to confirm the availability of water and wastewater services to the above-referenced parcels. Reuse water is not available at this location. Capacity is currently available at FPUA's Water Treatment Plant and Water Reclamation Facility.

Availability would be contingent upon the completion of construction of the required infrastructure, payment of the applicable fees and charges. Please visit our website at www.fpua.com to review developer requirements, specifications, details, fees, etc.

Should you have any questions please contact Shane Ostrander at 772 466-1600 ext. 3468.

Sincerely,

SMO

Shane Ostrander
Environmental Engineer

Ec.: file

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

FORT PIERCE UTILITIES AUTHORITY
"Community Proud"

Developer's Responsibilities for Utility Connection

The purpose of this document is to provide clear direction for connecting a project to the Fort Pierce Utilities Authority (FPUA) water and wastewater system.

Note that approval through the City of Fort Pierce or Saint Lucie County site plan approval process does not constitute approval of your detailed utility plans through FPUA. The steps required for FPUA approval are listed below. All Forms, Standards and Specifications, Standard Details, etc. can be downloaded from our website under the Doing Business with FPUA link then W/WW Engineering Downloads.

1. Visit www.FPUA.com and become familiar with our Standards and Specifications. Standard details are provided .pdf format for easy transfer onto your construction plans. These details are updated often and you are responsible for obtaining the most current specifications.

   (http://www.fpua.com/Business/StartStopNewServices/DevelopmentServicesWWWDownloads.aspx)

2. It is recommended at this time to contact schedule a pre-design conference with an FPUA Project Manager.

3. Submit payment for Engineering plan review and inspection services fee as per U.A. Resolution 2011-06. You may calculate this fee yourself or contact our office and we shall prepare and fax/e-mail an invoice to you. If you elect to calculate the fee yourself in an effort to expedite the submittal process, keep in mind that your calculations are subject to FPUA approval. This fee must be paid prior to the return of your first plan submittal, permits, etc. Review fees are based on:

   $500 Flat charge per development
   plus $20 per water equivalent residential connection (WERC) at 300 gallons per day
   plus $20 per sewer equivalent residential connection (SERC) at 240 gallons per day

   Note: For multi-family developments, (more than two units per building) each unit represents 70% of one WERC and 87.5% of one SERC.

4. Submit 2 initial sets of detailed utility drawings to 1701 S. 37th Street, Fort Pierce, FL 34947. Submit 3 sets of drawings.

   Note: Reference section 1.22 of the General Design & Construction Standards for Drawing/CAD requirements. Failure to adhere to requirements will result in utility plan denial. Allow 30-day response time. It may take several submittals to receive an approved design.

5. Submit any required permits (Draft) with your initial construction plans. Please use the Water and Wastewater FDEP Permit forms provided on the website as the pertinent information is always current.

6. Submit a Notice of Intent to Discharge Form with your initial construction plans. Should you need an Application for Wastewater Discharge Permit, you will be contacted by our Pretreatment Coordinator.

7. Upon plan approval, you will receive one set of the submitted plans stamped approved or approved as noted and any applicable permits executed.
8. Execute and submit a Water and Wastewater Supply Agreement at the time of final plan submittal. This is a three party document outlining the requirements of the project owner and project engineer.
9. If your property is outside the City Limits, the property owner will be required to sign an Annexation Agreement. Please utilize the following procedure to complete the agreement: provide your FPUA Project Manager with the following information for the property owner: Name, Contact Number, Site Address, Mailing Address, Parcel ID Number

   Our office will provide this information to our attorney, R.N. Koblegard, who will prepare an annexation agreement and their office will call the property owner to schedule an appointment to sign the agreement and will thereafter record the agreement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the agreement is signed, range from $50 - $400.

   Note that until the approval and acceptance of the Plans and Permits, the execution of the Annexation Agreement, Supply Agreement, and Payment of Capital Improvement Charges, Accrued Guaranteed Revenue Charges, and other associated fees, the project cannot move forward to the construction phase.

10. Submit five sets of shop drawings for all sanitary structures and manufacturer's cut sheets for all materials. These submittals will be reviewed and may be returned approved or revise and resubmit if major deficiencies are found.
11. Contact your FPUA Project Manager to schedule a pre-construction meeting.
12. When your project is getting about 90% complete, please contact your FPUA Project Manager to schedule a post-construction meeting. At that meeting, you will need to have your turnover package complete. All items in the turnover package must be complete prior to scheduling a walk-through. Listed below are the items in the turnover package:

    a. Bill of Sale/Cost and Quantities (utilize form on website)
    b. FDEP Water/Wastewater Certification
    c. DDC Data Sheet to include device number, manufacturer, installation date, test date and results, and device size
    d. Record Drawings – Need Two Sets of Paper Copy Drawings (As-Builts are not accepted)
    e. Gravity Sewer Inspection DVD
    f. Lift Station Start Up
    g. Lift Station O & M Manuals (FPUA Owned Only)
    h. Private Lift Station/Collection System Application (if applicable)

13. If your project requires an easement, the property owner will be required to sign an Easement Form. Please complete the attached form Request for Preparation of Easement and return to your FPUA Project Manager.

    Our office will provide this information to our attorney, who will prepare an easement and their office will call the property owner to schedule an appointment to sign it and will thereafter record the easement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the easement is signed, are $250 plus recording costs.

14. The following items need to be received prior to any meters being installed or chain being removed from DDC:

    a. All Fees Paid (meter, DDC, deposits, New Account Setup Fees, etc.)
    b. Final Inspection/Walk-Through
    c. Punch List Complete
    d. Contractor's Affidavit and Release of Lien (utilize form on website)
    e. Executed Easement
    f. Memorandum from Applicable Right-of-Way Agency (Agency Granting Permit) that Project is Acceptable to Them
    g. Record Drawings – After Review and Approval, Need Two Sets Paper Copy, One Set of Mylars and One CD in AutoCad Format.

DDC Installation Procedures

Below are the procedures for the installation of a DDC for unmetered fire

- Fire/Mechanical Plans (offsite to device only) approved by FPUA Project Manager (PM)
- Submittals approved by PM, with an approved set provided to Water Distribution (WD)
- PM will acquire DDC installer contact information at pre-construction meeting and provide to WD
- DDC contractor must be licensed with certification in backflow device installation and testing. Proof of certification must be provided to WD prior to pressure test
- Upon notification of the need for a DDC, Engineering Coordinator (EC) e-mails Key Accounts (KA) with device size and account information
- KA sets up account and creates service order which charges $40 Initiation of Service Charge and alerts WD, via service order, of the DDC being installed
- Contractor installs standpipes, concrete pad, and DDC under direct supervision of Water/Wastewater/Natural Gas Engineering Inspector to ensure compliance with clearances and adequate work space for future testing, maintenance, and repairs. Inspector locks device with chain after installation
- Prior to scheduling the backflow certification test through the inspector, all lines to and from the device must be chlorinated and pressure tested per their respective agencies
- WD Service Foreman must be notified (via Inspector) at least 24 hours prior to the test. Service Foreman must be present for the test and re-locks the OS&Y in the closed position after test. The test sheet must be given to WD either directly after the test or arrangements should be made to receive the test results. Engineering does not need a copy of the test results; WD will notify inspector of the test results
- If at any time after the DDC installation the lock or chain has been found cut, the Revenue Protection Officer will be notified immediately. **Tampering or removal of the lock and/or chain will result in a Tampering Fee of $200 and all associated fees according to the current FPUA Resolution. (WD will do a T-Tamper-Water service order; Revenue Protection Officer will go to site, take pictures, and bill tampering fee)**
- After final walk-thru, EC will send Meter Installation Authorization (MIA) Form to WD Administrative Coordinator authorizing removal of the chain and begin billing
- WD will remove the chain and add the DDC information to the account, including the device number and billing rate
- EC will send Cost and Quantities to Finance to record the asset

REQUEST FOR PREPARATION OF EASEMENT

1. CUSTOMER NAME AND ADDRESS

_____
_____
_____
_____

2. CUSTOMER CONTACT PERSON, ADDRESS AND PHONE NUMBER

_____
_____
_____

3. FPUA CONTACT PERSON AND CONTACT INFORMATION

_____
_____

4. SITE ADDRESS AND PARCEL ID

_____
_____
_____
_____

5. LEGAL DESCRIPTION AND EASEMENT DESCRIPTION

_____
_____
_____
_____
_____
_____
_____
_____

6. EASEMENT TO BE PREPARED AT THE COST OF

_____ PROPERTY/BUSINESS OWNER
_____ FPUA

7. PROJECT SCHEDULED COMMENCEMENT DATE _____

8. ATTACH SKETCH OF EASEMENT

SEQUENCE OF EVENTS IN PREPARATION OF EASEMENT

1. Complete Request for Preparation of Easement. When at all possible, all easements should be done on one form.

2. Forward completed Request form to FPUA Attorney.

3. FPUA Attorney will order title search.

4. Upon receipt of title search, FPUA Attorney will email identity of owner and any mortgagees to FPUA Contact Person.

5. FPUA Contact Person will contact Customer/Owner to determine willingness to sign an easement and inform the Owner of the need for the lender, if any, to join in easement.

6. If Customer/Owner is willing to sign an easement, FPUA Contact Person will so advise FPUA Attorney, and an easement will be prepared.

7. FPUA Attorney will call Customer/Owner to make arrangements to have the easement signed. In the alternative, if Contact Person wishes, the easement and other documents can be emailed to FPUA Contact Person to have signed. FPUA Contact Person will then return the signed easement/documents to FPUA Attorney.

8. FPUA Attorney will record the signed easement/documents and will return the recorded easement to Water/Wastewater Engineering to the Engineering Coordinator.

9. Engineering Coordinator assigns a Utilities Easement Number, scans and saves easement document, and records in the MS Access Easement Database.

10. Engineering Coordinator gives the easement to the technician assigned to put on GIS. Technician draws easement on GIS and gives to Project Manager for verification.

11. Upon verification, Project Manager gives Engineering Coordinator original recorded easement. Engineering Coordinator places in fireproof file cabinet.

Owner1	Mailing Address 1	Mailing Address 2	Mailing City State Zip
Cornerstone Fort Pierce Dev	c/o ECHO Real Estate Services Company	560 Epsilon Dr	Pittsburgh; PA 15238-2815
Viva Communties At Treasure Coast West LLC	365 Route 59; Unit Ste 110		Airmont; NY 10952-3460
Acencion Covarrubias Santoyo	2201 Barbara AVE		Fort Pierce; FL 34982-6443
St Lucie County	2300 Virginia AVE		Fort Pierce; FL 34982-5632
Kronos LLC	c/o William G Angelos	1708 Coconut Dr	Fort Pierce; FL 34949-3439
St Peter Evangelical Luthern	2900 S Jenkins RD		Fort Pierce; FL 34981-4427
NSLRWCD	14666 Orange AVE		Fort Pierce; FL 34945-4511
S R BACHER ENTERPRISES LLC	1821 N US Highway 1		Fort Pierce; FL 34946-1498

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Assistant Planning Director

FROM : Venetia Barnes, Stormwater Engineer VB

THRU : Tracy Telle, Engineering Manager TT

RE : 2721 S. Jenkins Road Master PD – Pulte Cornerstone
TRC No. PD2024-00007

DATE : December 18, 2024

This is to advise you that we have completed the review of the following documents as received by this office on December 6, 2024:

- [x] Master Plan Development
- [ ] 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 w/ conditions of Master PD
- [ ] 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 conditions of approval

ENGINEERING CONDITIONS OF APPROVAL:

1. The ALTA/Boundary and Topography Survey provided was signed but not sealed. An original signed and sealed Boundary and Topography Survey shall be required with the Final PD submittal both in electronic and hard copy.
2. Should the stormwater management area adjacent to S. Jenkins Road be constructed as a dry/wet retention/detention area then it shall be relocated away from the public right-of-way as per the criteria specified in Section 119.
3. A formal wetland determination and gopher tortoise survey will be required at time of Final PD submittal.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.19.24
Property Address: Planned Development (Rezoning) - Pulte-Cornerstone PD - 2785 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: 12/12/24

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

November 21, 2024

Case #: PD2024-00007

Planner: City of Ft. Pierce Planning Department.

Rezoning

2721 S. Jenkins Rd. Ft. Pierce. Pulte – Cornerstone.

Comments:

Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 250. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

Thank you for your attention and consideration.

Current population of Ft Pierce (2021 Census)		47927
Current total of Officers Ft Pierce PD (FY24)		141
Current rate of Officers per 1000 population		2.9
Number of proposed housing units		250
Average number of people per household	x	2.5
total proposed population increase		625
	/1000	0.625
	x	2.9
Additional Officers Necessary		1.8

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

From: Jesse Almand
To: Planning Department
Subject: PD2024-00007
Date: Thursday, December 12, 2024 3:21:00 PM
Attachments: Outlook-sse0m3eg.png

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SLCFD has no comments for this portion of the project.

Respectfully,

Jesse Almand~736
Lieutenant, Fire Plans Examiner/Investigator
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Leslie Olson
District Planning Group
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Project #: Project #: PD2024-00007

Subject: Pulte-Cornerstone Master Planned Development – Rezoning –- Technical Review Committee Comments for December 19, 2024, TRC Meeting

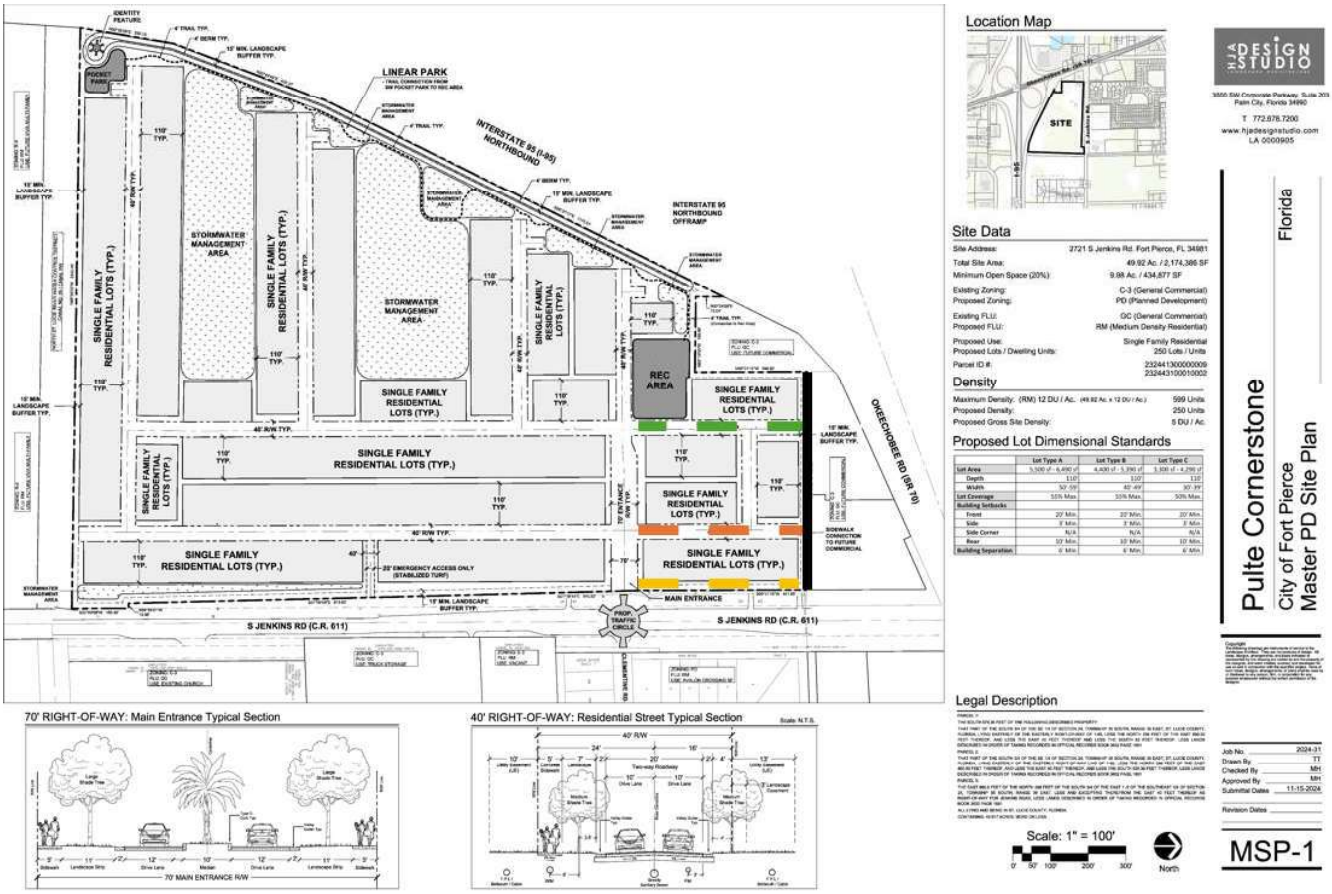
City of Fort Pierce Planning Department

1. Per City of Fort Pierce Comprehensive Plan Policy 2.5.4 & 2.5.5 –

   Apply access management standards along main arterial and collector roads to improve safety. Access management strategies such as inter-parcel or shared driveway access shall be implemented.

   Implement pedestrian cross-access, pedestrian features, transit features and other transportation demand strategies on all primary City corridors.

   Please implement a vehicular cross-access in addition to the pedestrian access listed on the Master Site Plan. See the exhibit below with three (3) possible options.



2. A Final DP shall be required prior to any development activities with the Master Site Plan by HJA Studios, Job No. 2024-31, 11.15.2024.

3. The minimum Open Space shall be 20% of the Final PD site area.

4. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

6. The Final PD site plan submittal shall include a wetland jurisdictional survey.

7. Prior to submittal of a Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

8. Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

9. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

12. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

13. If the applicant intends to phase the project, please include a development phasing schedule indicating:

    The approximate date when construction of the project can be expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

16. The property shall be platted prior to any vertical construction activities.

17. After completion of the platting of the property, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PD2024-00007

Pulte Cornerstone PD-2785 S Jenkins Rd

Comments

W/WW Engineering: Concept approved.

Water and wastewater (via force main) is available to serve the subject parcel. To connect to water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application, and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468

https://fpua.com/water-and-wastewater-engineering-downloads/

Developers_Responsibilities.pdf

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved with comments**. The developer will be responsible for providing and installing all on-site conduit, pads, and service conductors along with all costs associated with this project including off-site upgrades necessary to serve the development.

Due to supply chain issues, FPUA makes no guarantees regarding project completion or material availability.

Please contact Eric Meyer for customer requirements and project coordination.

(Con't pg 2)

Eric Meyer, P.E.
Supervising Engineer
Fort Pierce Utilities Authority
emeyer@fpua.com
(772) 466-1600 ext. 6305

Gas: Approved. Note: Natural Gas is available for this project FPUA can provide infrastructure (gas main/services) as well as tankless water heaters for this project at no expense to the builder/developer provided all homes utilize natural gas. Please reach out to Billy Dupre 772-466-1600 X 4705 for more info.

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Available.**
Contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements.

Developer Letter.pdf

December 18, 2024

PROJECT: **Pulte-Cornerstone Master Planned Development - 2721 S. Jenkins Road**

REF: PD2024-00007

TO: Vennis Gilmore

FROM: Grant Chambers

Corrections:

1. Advisory: The site was originally planned to have cross access to the north. As the northern property's access will likely be right in right out only, cross access will continue to be encouraged.
2. Traffic analysis will be required for review by the County's third-party reviewer at the const of the applicant.
3. Jenkins Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication to meet the minimum 160-foot ultimate Right-of-Way will be required.
4. A traffic circle in Jenkins Road will not be supported by County staff as Jenkins Road is identified on the freight network.
5. A 6-foot sidewalk is required along the west side of Jenkins Road.
6. The southern proposed access shall align with the existing driveway of the school and church on the east side of Jenkins Road.

Conditions:

7. A Site Development Permit is required prior to performing site improvement activities.
8. A Road improvement agreement and bonding will be required for all roadway improvements to Jenkins Road.

Friday, September 26, 2025 · 7:55 AM Edit

20250926_075520.jpg

/Internal storage/DCIM/Camera

Galaxy Z Flip5

5.75 MB | 4000x3000 | 12MP

ISO 50 | 24mm | 0.0ev | F1.8 | 1/679 s

Add tag

Friday, September 26, 2025 · 8:01 AM Edit

20250926_080149.jpg

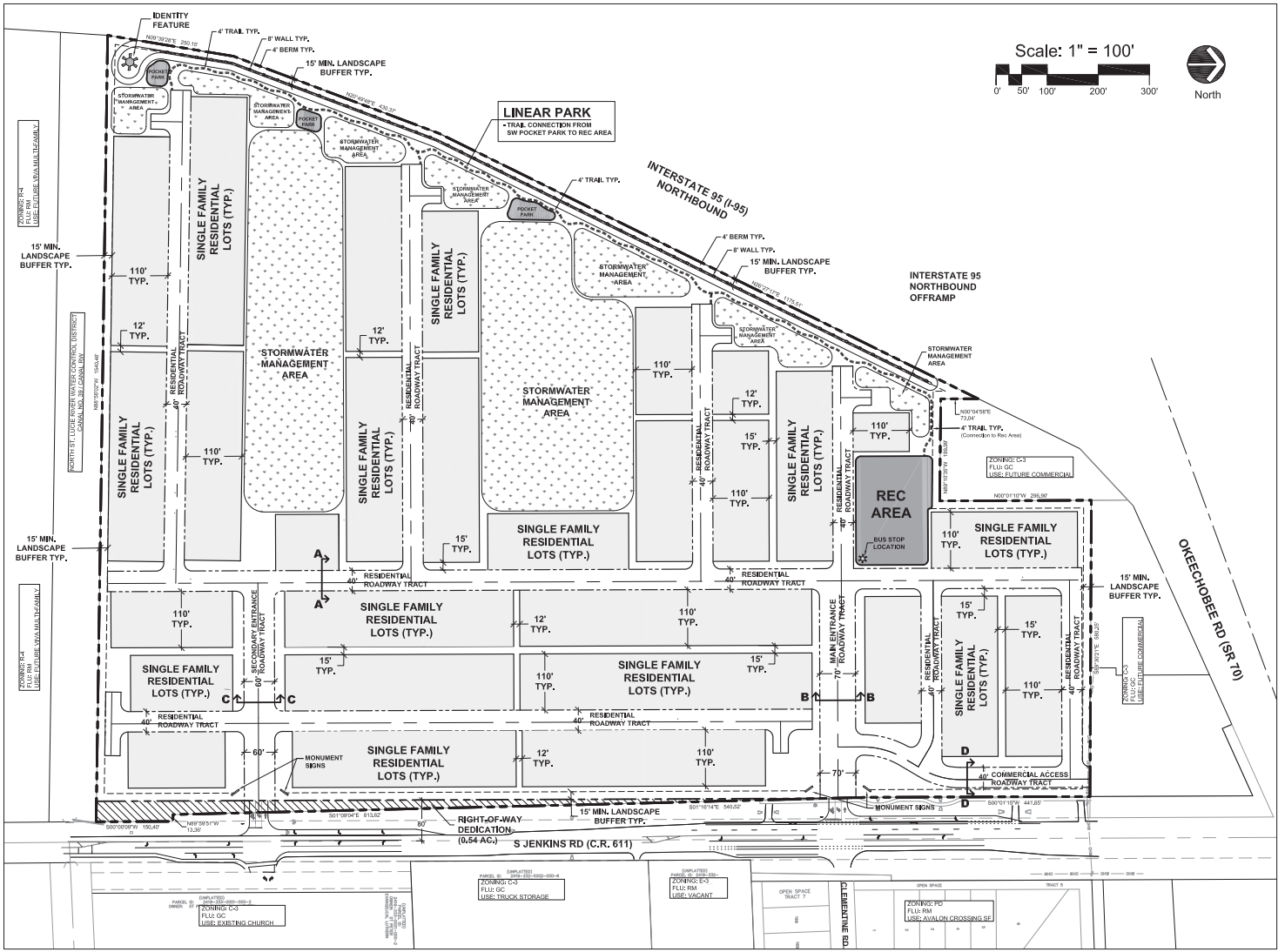
/Internal storage/DCIM/Camera

Galaxy Z Flip5

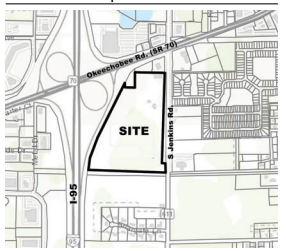
7.08 MB | 4000x3000 | 12MP

ISO 50 | 24mm | 0.0ev | F1.8 | 1/713 s

Add tag



Location Map



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	2324413000000009 2324431000010002

Density

Maximum Density: (RM) 5 DU / Ac. (49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:	250 Units
Proposed Gross Site Density:	5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Legal Description

PARCEL 1:
THE SOUTH 574.26 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 295 FEET OF THE EAST 660.00 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

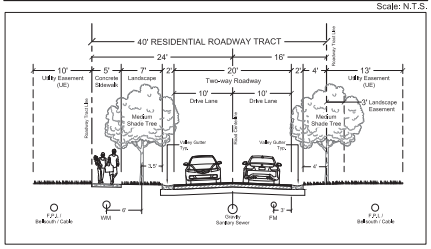
PARCEL 2:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 295 FEET OF THE EAST 660.00 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 600.00 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:
THE EAST 660.5 FEET OF THE NORTH 295 FEET OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
CONTAINING 49.917 ACRES, MORE OR LESS

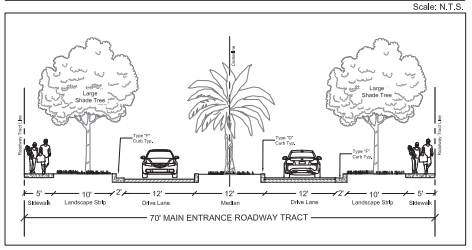
Section A-A: 40' Typical Residential Roadway Tract

Scale: N.T.S.



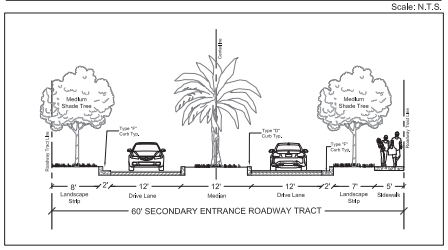
Section B-B: 70' Main Entrance Roadway Tract

Scale: N.T.S.



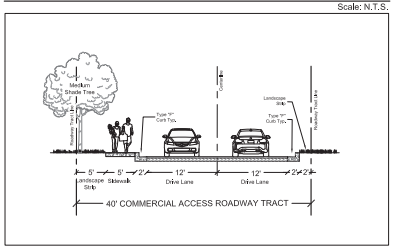
Section C-C: 60' Secondary Entrance Roadway Tract

Scale: N.T.S.



Section D-D: 40' Commercial Access Roadway Tract

Scale: N.T.S.



Pulte Cornerstone

City of Fort Pierce Florida

Master PD Site Plan

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	11-15-2024 2-14-2025 6-13-2025
Revision Dates	11-14-25 (Revised Bus Stop Location) 12-4-25 (Revised Side Corner Setback In table)

MSP-1

IDENTITY FEATURE
4' TRAIL TYP.
8' Wall
4' Berm @ 3:1
LINEAR PARK
- TRAIL CONNECTION FROM SW PROPERTY TO REC AREA
Picnic Area
LAKE 2
2.37 Ac.
Picnic Area
LAKE 1
2.70 Ac.
INTERSTATE 95 (I-95) NORTHBOUND
INTERSTATE 95 NORTHBOUND OFFRAMP
4' TRAIL TYP.
4' Berm @ 3:1
8' Wall
4' TRAIL TYP.
ZONING: C-3
FLU: GC
USE: FUTURE COMMERCIAL
REC / POOL AREA
OKEECHOBEE RD (SR 70)
ZONING: C-3
FLU: GC
USE: FUTURE COMMERCIAL
M M M
40' RESIDENTIAL ROADWAY TRACT TYP.
Bus Stop
40' RESIDENTIAL ROADWAY TRACT TYP.
60'
70'
40' COMMERCIAL ACCESS ROADWAY TRACT
MAIN ENTRANCE
SECONDARY ENTRANCE
R/W DEDICATION (0.54 AC.)
S JENKINS RD (C.R. 611)
CLEMENTINE RD
ZONING: C-3
FLU: GC
USE: EXISTING CHURCH
ZONING: C-3
FLU: GC
USE: TRUCK STORAGE
ZONING: E-3
FLU: RM
USE: VACANT
ZONING: PD
FLU: RM
USE: AVALON CROSSING SF
CANAL NO. 39 / CANAL R/W
Legend
Lot Type "A" (48' x
- 55 Total Lots
Lot Type "B" (38' x
- 184 Total Lots

WestCity FP Shops, LLC &
WestCity FP Shops Property Owners Association, Inc.
9293 NW 15 St.
Coral Springs, FL 33071-6048

December 2, 2025

City of Ft. Pierce Commissioners
City Hall
100 N. US 1
Fort Pierce, FL 34950

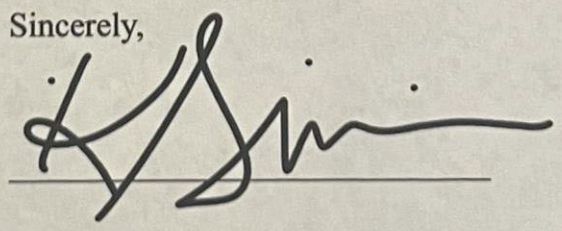
RE: Pulte-Cornerstone Planned Development

Dear Mayor and City Commissioners,

WestCity FP Shops, LLC and WestCity FP Shops Property Owners Association, Inc. (together "WestCity") own commercially zoned land located just southeast of the interchange at I-95 and Okeechobee Road. Just south of WestCity's property is property owned by Cornerstone Fort Pierce Development, LLC, which currently is going through the City approval process for the Pulte-Cornerstone Planned Development ("PD").

The site plan for Pulte-Cornerstone PD includes a vehicular access drive giving access to WestCity's land. Approval of the Pulte-Cornerstone PD with the access drive will help support future commercial development on WestCity's property. WestCity is in support of the application for the Pulte-Cornerstone PD and asks that the City grant master and final planned development approval for this project.

Sincerely,



INSTRUMENT PREPARED BY
AND RETURN TO:
Kristilee M. Chihos, Esq.
DEAN MEAD
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
(407) 841-1200

AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT (the "**Amendment**") is made by and between **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity**"), **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity POA**"), and **CORNERSTONE FORT PIERCE DEVELOPMENT, LLC**, a Delaware limited liability company ("**Developer**"), and is intended to be made effective upon the recording of this Amendment in the Public Records of Saint Lucie County, Florida (the "**Amendment Effective Date**").

WITNESSETH:

WHEREAS, WestCity and Developer executed and recorded that certain Restrictive Covenants and Access Easement Agreement, dated May 7, 2009 and recorded May 28, 2009, in Official Records Book 3093, Page 2587, of the Public Records of Saint Lucie County, Florida (the "**Easement Agreement**"), which established certain prohibited uses binding on certain property described therein owned by WestCity (the "**Burdened Property**") and which granted a non-exclusive access easement over a portion of the Developer Tract owned by Developer;

WHEREAS, as of the Amendment Effective Date, Developer (also sometimes referred to as "**Benefited Owner**" in the Easement Agreement) owns the Developer Tract (also sometimes referred to as the "**Benefited Property**" in the Easement Agreement);

WHEREAS, WestCity and WestCity POA (together, the "**Commercial Parcel Owner**") are the current owners and successors-in-title to the Burdened Property, and the successors-in-interest to WestCity (also sometimes referred to "**Burdened Owner**" in the Easement Agreement);

WHEREAS, the intended use of the Developer Tract is a single-family residential community and related subdivision improvements (the "**Community**"), which may be developed by Pulte Home Company, LLC, a Michigan limited liability company, as the contract purchaser of the Developer Tract, or a successor homebuilder acquiring title to the Developer Tract (the "**Successor Developer**"); and

WHEREAS, Commercial Parcel Owner and Developer hereby agree to amend and modify certain terms in the Easement Agreement which are inconsistent with the planned development of the Community, or which are necessary or desired for Successor Developer's intended use of the Developer Tract, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

NOT FOR RECORDATION

1. Recitals; Defined Terms. The above recitals are true and correct and are incorporated herein by reference. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Easement Agreement.

2. Relocation of Access Easement Area. The Access Easement Area described in the Easement Agreement is hereby relocated to the portion of the Developer Tract depicted and described on **Exhibit A**, attached hereto. Accordingly, the site plan and depiction of the Access Easement Area attached as **Exhibit C** to the Easement Agreement, is hereby deleted in its entirety and replaced with the depiction and legal description of the Access Easement Area attached hereto as **Exhibit A**. Successor Developer shall not be responsible for providing cross-access between the portions of the Burdened Property respectively owned by WestCity and WestCity POA and/or for access through the Burdened Property to the Access Easement Area.

3. Construction of Curb Cut. The only curb cut on the Developer Tract providing access to the Burdened Property shall be the curb cut providing access to the Access Easement Area from Jenkins Road. Notwithstanding Sections 4.1 and 4.2.3 of the Easement Agreement, the Commercial Parcel Owner shall not have the right to construct any additional curb cut on the Developer Tract.

4. Construction and Use of Access Easement Area. The 365-day period for construction of the Access Easement Area, as set forth in Section 4.1 of the Easement Agreement, shall commence upon Successor Developer receiving from the City a permit authorizing grading for any portion of the Developer Tract, and shall automatically extend for the duration of any force majeure event or moratorium. After a final certificate of completion is issued for the Access Easement Area, Successor Developer shall promptly notify Commercial Parcel Owner of same, and Commercial Parcel Owner's use of the Access Easement Area shall automatically commence upon the receipt of such notice. Successor Developer reserves the right to use, enjoy, and maintain the surface and subsurface portions of the Access Easement Area for any and all reasons, including, but not limited to, the construction and maintenance of fences, water distribution lines, sewer lines, electric distribution lines, cable and telephone lines, and natural gas distribution lines, provided such activities do not unreasonably interfere with or prevent Commercial Parcel Owner's permitted use of the Access Easement Area.

At any time after Successor Developer acquires the Developer Tract and part or all of the Commercial Parcel obtains a final site plan approval from the City of Ft. Pierce, but prior to the commencement of construction of the Access Easement Area by Successor Developer, the Commercial Parcel Owner may elect to construct a temporary road within the Access Easement Area by giving written notice thereof to Successor Developer. The temporary road shall not be used for construction vehicles or equipment to access the Commercial Parcel, and if such vehicles or equipment use the temporary road, Successor Developer may block the Access Easement Area until such construction on the Commercial Parcel is completed. The temporary road shall be designed so that the removal of the temporary road, at the cost of the Commercial Parcel Owner, shall be cost feasible and will not impede or delay construction of the permanent road and other Community infrastructure. The design of the foregoing temporary road shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. If the Commercial Parcel Owner elects to construct the temporary road in accordance with this paragraph, then the Commercial Parcel Owner shall obtain all required permits and approvals from the City of Fort Pierce ("City") and St. Lucie County ("County"), shall complete the construction in accordance with the same, shall bear the full expense of the design, permitting and construction thereof, and shall be responsible for the maintenance thereof at its sole cost. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the temporary road. Any contractors or subcontractors working on the foregoing temporary road shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5

NOT FOR RECORDATION

million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph. The temporary road shall not be allowed to interfere with Successor Developer's construction of the Community, and Successor Developer reserves the right to temporarily close the Access Easement Area as necessary during Successor Developer's demolition of the temporary road, construction of the permanent road, and installation of any utilities or other improvements for the Community. The Commercial Parcel Owner shall be responsible for all of Successor Developer's costs to remove the temporary road upon commencement of site work for development of the Community. Prior to commencing construction of the temporary road, the Commercial Property Owner shall pay to Successor Developer a deposit to be held in escrow for the estimated cost to remove the temporary road, in an amount agreed upon by the parties hereto. Upon completion of the removal of the temporary road by Successor Developer, Successor Developer shall deliver, to the Commercial Parcel Owner, invoices showing the cost of the removal, and the deposit shall be applied against such cost. Any amount of the deposit remaining after being applied to the cost of removing the temporary road shall be refunded to the Commercial Parcel Owner, and if the deposit is insufficient to completely pay for the cost of such removal, then the Commercial Parcel owner shall reimburse Successor Developer for such shortfall within thirty (30) days of notice thereof.

5. Signage. The Commercial Parcel Owner shall have the right to erect a monument sign on the Developer Tract near the entrance of the Access Easement Area on Jenkins Road, at a location to be mutually agreed upon by Successor Developer and the Commercial Parcel Owner, provided that the Commercial Parcel Owner obtains all required permits and approvals from the City and County, and completes the construction in accordance with the same, and any applicable City and County code requirements, all at the sole cost of the Commercial Parcel Owner. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the monument sign. The design of the foregoing monument sign shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. The Commercial Parcel Owner shall maintain the monument sign at the Commercial Parcel Owner's sole cost. Any contractors or subcontractors working on the monument sign shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5 million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph.

6. Successor Developer's Land Development Approvals. Simultaneously with signing this Amendment, the Commercial Parcel Owner shall sign and deliver to Successor Developer a letter in form approved by Successor Developer, addressed to the Board of Commissioners of the City of Fort Pierce, in support of the approval of Successor Developer's application for a Master and Final Planned Development on the Developer Tract. If the Commercial Parcel Owner has any concerns or objections with respect to Successor Developer's application for a Master and Final Planned Development on the Developer Tract, the Commercial Parcel Owner shall give Successor Developer notice of such concern or objection, and will work with Successor Developer in good faith to resolve such concern or objection, before communicating the same to the City Commission, Planning Board or City staff.

NOT FOR RECORDATION

7. Notice. All written notices and demands delivered to the parties shall be delivered to the address for each party set forth in the first paragraph of this Amendment, or to such other persons or addresses as each party may from time to time designate by notice to the other party.

8. Recording; Binding Effect; Assignment. The provisions of the Easement Agreement, as modified by this Amendment, shall run with the land and title to the Developer Tract and the Burdened Property. Notwithstanding the foregoing, any or all rights, benefits, and/or obligations of the parties pursuant to the Easement Agreement, as amended herein, may be assigned in whole or in part to a homeowners' association, property association, or other substantially similar entity established either for the Developer Tract or the Burdened Property, and the respective party assigning the rights, benefits, and/or obligations shall thereafter be released from all obligations hereunder.

9. No Other Modification. Except as modified by this Amendment, the Easement Agreement remains unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 S.R 7TH STREET
FORT LAUDERDALE, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL. 33025
Address of Second Witness

WESTCITY:

WESTCITY FP SHOPS, LLC,
a Florida limited liability company

Name:
Title: Mgr Presidente
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, on behalf of the limited liability company. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-24-2028 STATE OF FLORIDA COMMISSION NUMBER HH 491146

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires:

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 SR 7TH STREET
FORT LAUDERDALE, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL 33025
Address of Second Witness

WESTCITY POA:

WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Name:
Title: Mgr. Member
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 2-24-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 491148

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires: 2-24-2028

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

WITNESSES:

Claire Lewis
Signature of First Witness

Claire Lewis
Print Name of First Witness

300 South Tryon Street
Charlotte, NC
Address of First Witness

Chelsey Horan
Signature of Second Witness

Chelsey Horan
Print Name of Second Witness

300 South Tryon Street
Charlotte, NC
Address of Second Witness

CORNERSTONE:

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC,
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, its managing member

By: Barings LLC, a Delaware limited liability company, its investment adviser

By: Cassie A. McCrain
Name: Cassie A. McCrain
Title: Managing Director

Name: Cassie A. McCrain
Title: Managing Director
Date: 11/24/2025

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 24th day of November, 2025, by Cassie McCrain, as Managing Director of Barings LLC, a Delaware limited liability company, as investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, as managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company. She [X] is personally known to me or [___] produced _____ as identification.

MARIA MILLER
Notary Public - North Carolina
Catawba County
My Commission Expires Jun 21, 2027

Maria Miller
NOTARY PUBLIC
Print Name: Maria Miller
My Commission Expires: June 21, 2027

NOT FOR RECORDATION

EXHIBIT A

DEPICTION AND DESCRIPTION OF RELOCATED ACCESS EASEMENT AREA

DESCRIPTION:

A PORTION OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, NORTH 89°30'21" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°01'15" WEST, A DISTANCE OF 253.95 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 159.00 FEET, HAVING AN ARC DISTANCE OF 85.41 FEET; THENCE, SOUTH 30°47'53" WEST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 57' 25", HAVING A RADIUS OF 141.17 FEET, HAVING AN ARC DISTANCE OF 73.81 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 49' 49", HAVING A RADIUS OF 15.00 FEET, HAVING AN ARC DISTANCE OF 23.78 FEET; THENCE TO THE WEST LINE OF ORDER OF TAKING PARCEL 100 STATE ROAD 70, AS RECORDED IN OFFICIAL RECORD BOOK 3632, PAGE 1691 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SOUTH 89°58'45" EAST, A DISTANCE OF 68.07 FEET; THENCE ALONG SAID WEST LINE SOUTH 01°16'14" EAST, A DISTANCE OF 70.02 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°58'45" WEST, A DISTANCE OF 125.75 FEET; THENCE, NORTH 00°45'44" EAST, A DISTANCE OF 85.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 02' 34", HAVING A RADIUS OF 181.17 FEET, HAVING AN ARC DISTANCE OF 94.99 FEET; THENCE, NORTH 30°47'53" EAST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 119.00 FEET, HAVING AN ARC DISTANCE OF 63.92 FEET; THENCE TO THE SOUTH LINE OF SAID PARCEL 1, NORTH 00°01'15" EAST, A DISTANCE OF 254.28 FEET; THENCE ALONG SAID SOUTH LINE OF PARCEL 1, SOUTH 89°30'21" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,660 SQUARE FEET, 0.635 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A MEASURED BEARING OF NORTH 89°30'21" WEST ALONG THE SOUTH LINE OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 19, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND MAPPER #6272
STATE OF FLORIDA – LB #3591

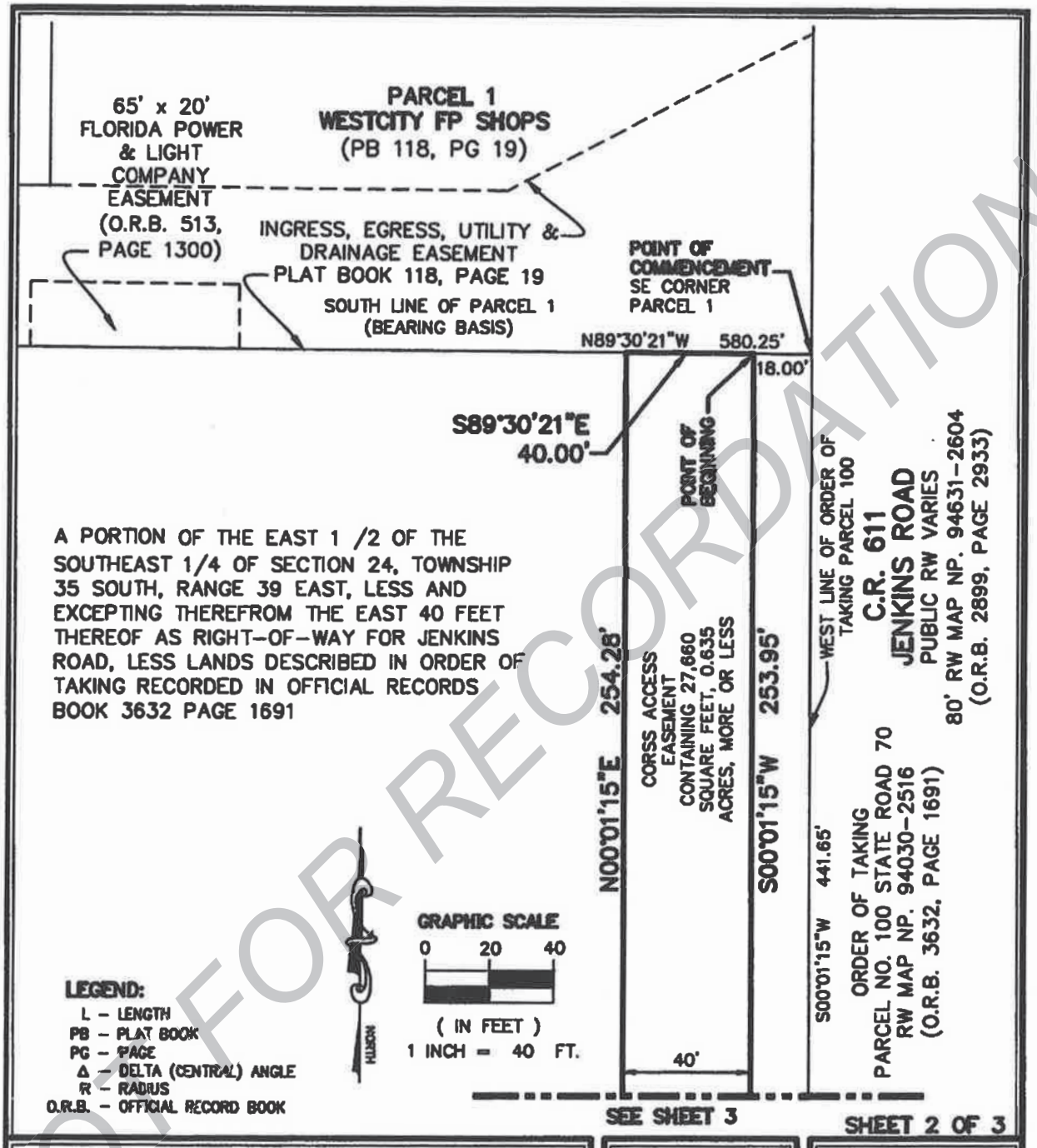
SHEET 1 OF 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/09/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



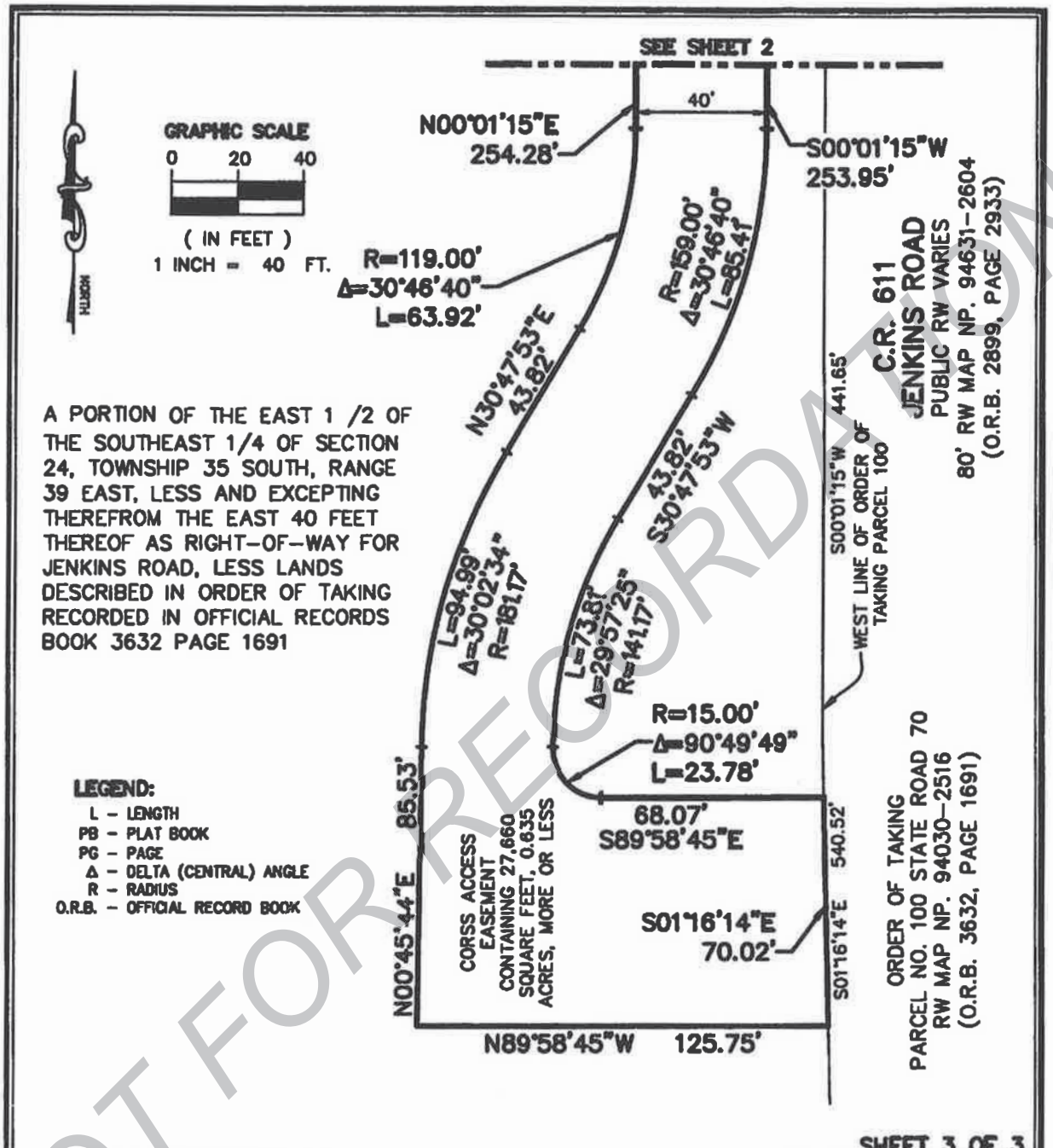
SHEET 2 OF 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/19/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



A PORTION OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

LEGEND:

- L – LENGTH
- PB – PLAT BOOK
- PG – PAGE
- Δ – DELTA (CENTRAL) ANGLE
- R – RADIUS
- O.R.B. – OFFICIAL RECORD BOOK

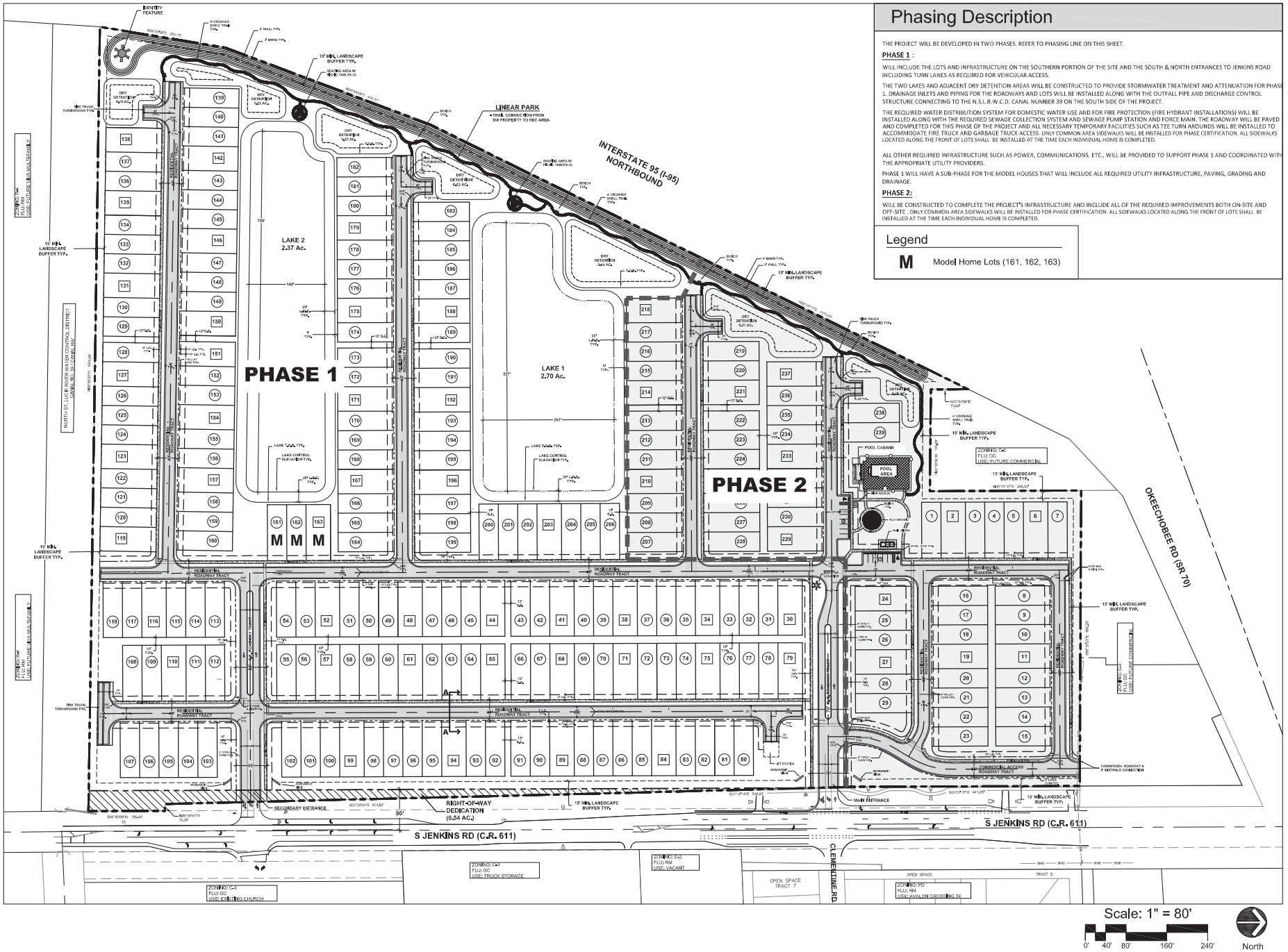
SHEET 3 OF 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/19/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



Phasing Description

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 :

WILL INCLUDE THE LOTS AND INFRASTRUCTURE ON THE SOUTHERN PORTION OF THE SITE AND THE SOUTH & NORTH ENTRANCES TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHASE 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES SUCH AS TEE TURN AROUNDS WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WITH THE APPROPRIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUB-PHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2:

WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

Legend

M Model Home Lots (161, 162, 163)

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Pulte Cornerstone

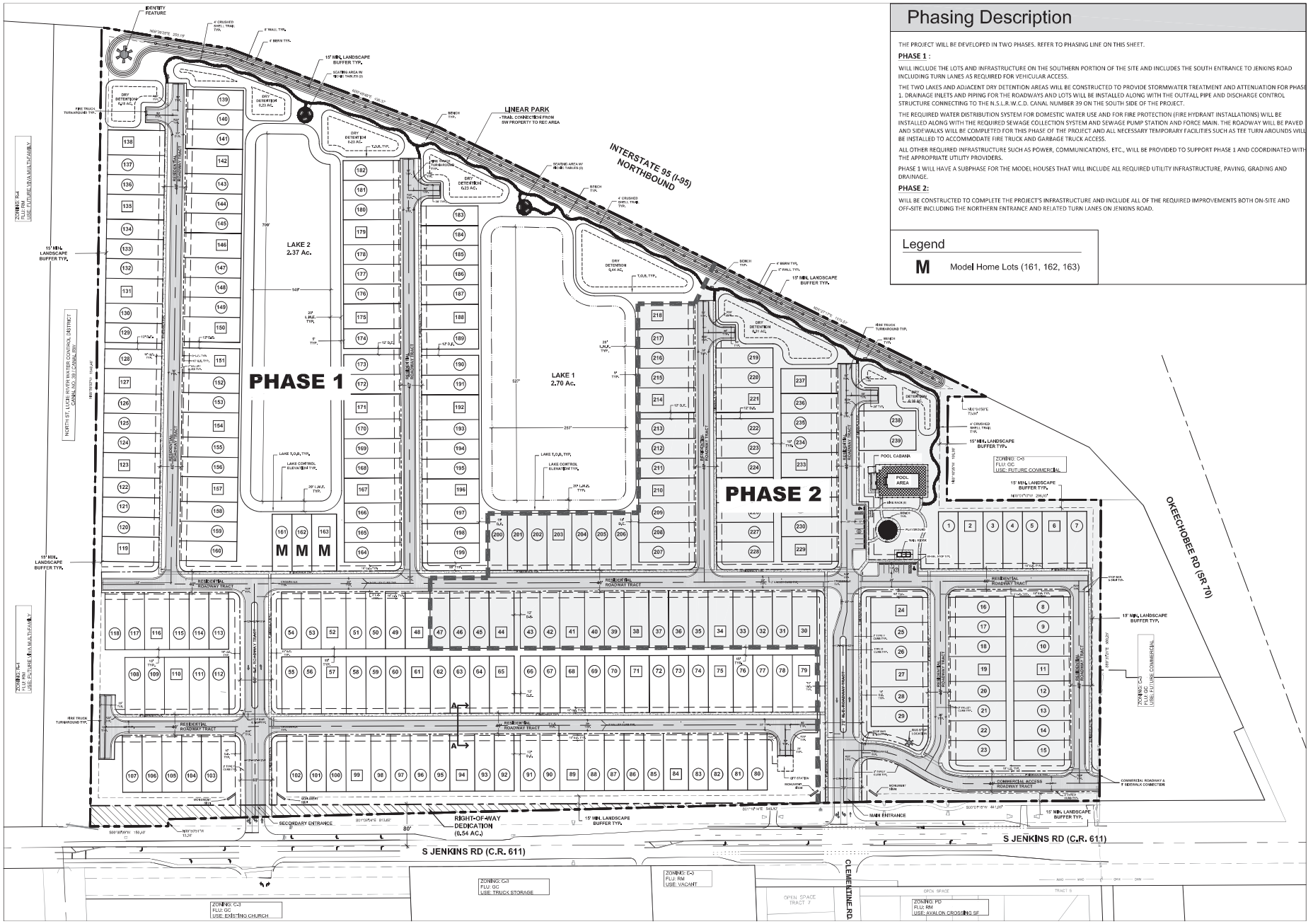
City of Fort Pierce
PD Phasing Plan

Florida

Copyright
The following drawings are instruments of service by the Landscape Architect. They are my products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-13-2025
Revision Dates	09-02-2025

PH-1



Phasing Description

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 :

WILL INCLUDE THE LOTS AND INFRASTRUCTURE ON THE SOUTHERN PORTION OF THE SITE AND INCLUDES THE SOUTH ENTRANCE TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHASE 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND SIDEWALKS WILL BE COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES SUCH AS TEE TURN AROUNDS WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WITH THE APPROPRIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUBPHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2:

WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE INCLUDING THE NORTHERN ENTRANCE AND RELATED TURN LANES ON JENKINS ROAD.

Legend

M Model Home Lots (161, 162, 163)

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
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Pulte Cornerstone

City of Fort Pierce
Florida
PD Phasing Plan

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Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-13-2025
Revision Dates	

PH-1

Cornerstone – Notes related to Phasing.

PROJECT PHASING:

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 WILL INCLUDE THE LOTS AND INFRASTRUCTURE ON THE SOUTHERN PORTION OF THE SITE AND INCLUDES THE SOUTH ENTRANCE TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

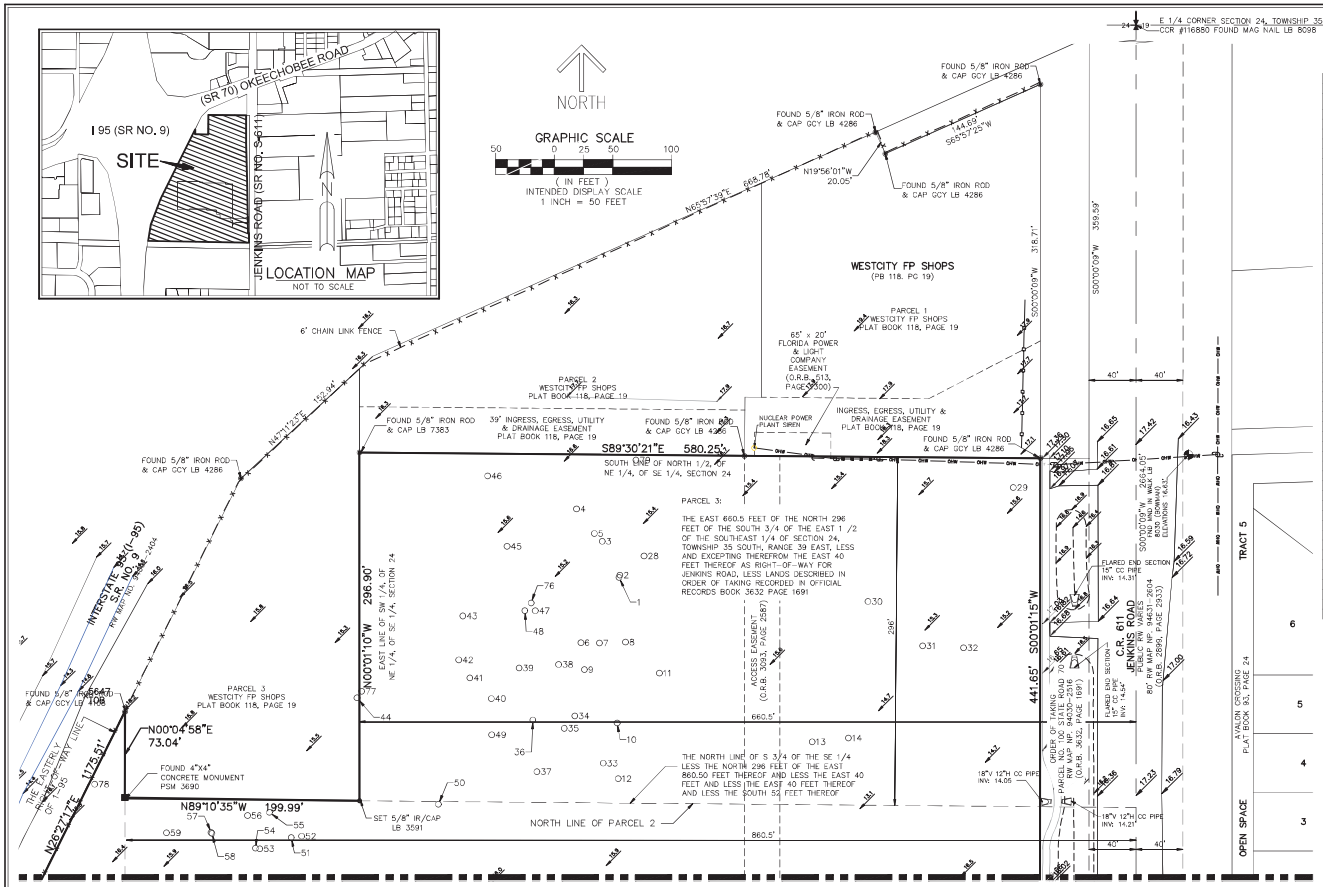
THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHASE 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND SIDEWALKS WILL BE COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES SUCH AS TEE TURN AROUNDS WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WITH THE APPROPIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUBPHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2 WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE INCLUDING THE NORTHERN ENTRANCE AND RELATED TURN LANES ON JENKINS ROAD.



Cornerstone Property Tree Inventory July 2024 December 03, 2024						Cornerstone Property Tree Inventory July 2024 December 03, 2024					
Tag #	Common Name	Scientific Name	DBH	Height of Clear Trunk	Comments	Tag #	Common Name	Scientific Name	DBH	Height of Clear Trunk	Comments
1	Laurel oak	Quercus laurifolia	17			50	Cabbage palm	Sabal palmetto		12	
2	Cabbage palm	Sabal palmetto		13		51	Laurel oak	Quercus laurifolia	36		
3	Cabbage palm	Sabal palmetto		25		52	Slash pine	Pinus elliottii	16.5		
4	Laurel oak	Quercus laurifolia	38			53	~~Slash pine~~ Cabbage Palm	~~Pinus elliottii~~ Sabal Palmetto	10		Misidentified-Cabbage Palm not slash pine
5	Slash pine	Pinus elliottii	18.5								
~~6~~	~~Slash pine~~	~~Pinus elliottii~~	~~16~~		Not present in field	54	~~Slash pine~~ Cabbage Palm	~~Pinus elliottii~~ Sabal Palmetto	18		Misidentified-Cabbage Palm not slash pine
6	Slash pine	Pinus elliottii	17								
7	Slash pine	Pinus elliottii	18			55	Laurel oak	Quercus laurifolia	16		
8	Slash pine	Pinus elliottii	18.5			56	Laurel oak	Quercus laurifolia	15.5		
9	Slash pine	Pinus elliottii	18			57	Cabbage palm	Sabal palmetto		15	
10	Slash pine	Pinus elliottii	16.5			58	Slash pine	Pinus elliottii	17.5		
11	Slash pine	Pinus elliottii	23			59	Cabbage palm	Sabal palmetto		12	
12	Laurel oak	Quercus laurifolia	30			60	Laurel oak	Quercus laurifolia	49		
13	Slash pine	Pinus elliottii	27.5			61	Cabbage palm	Sabal palmetto		27	
14	Slash pine	Pinus elliottii	25.5			62	Cabbage palm	Sabal palmetto		15	
15	Cabbage palm	Sabal palmetto		32		63	Laurel oak	Quercus laurifolia	57		
16	Laurel oak	Quercus laurifolia	31			64	Cabbage palm	Sabal palmetto		24	
17	Laurel oak	Quercus laurifolia	30			65	Cabbage palm	Sabal palmetto		30	
18	Laurel oak	Quercus laurifolia	40.5			66	Cabbage palm	Sabal palmetto		25	
19	Laurel oak	Quercus laurifolia	53			67	Cabbage palm	Sabal palmetto		15	
20	Laurel oak	Quercus laurifolia	18			68	Cabbage palm	Sabal palmetto		30	
21	Laurel oak	Quercus laurifolia	18			69	Laurel oak	Quercus laurifolia	50		
22	Laurel oak	Quercus laurifolia	17			70	Cabbage palm	Sabal palmetto		31	
23	Laurel oak	Quercus laurifolia	16.5			71	Cabbage palm	Sabal palmetto		28	
24	Cabbage palm	Sabal palmetto		30		72	Cabbage palm	Sabal palmetto		30	
25	Cabbage palm	Sabal palmetto		32		73	Cabbage palm	Sabal palmetto		33	
26	Cabbage palm	Sabal palmetto		35		74	Cabbage palm	Sabal palmetto		15	
27	Laurel oak	Quercus laurifolia	36			75	Cabbage palm	Sabal palmetto		22	
28	Cabbage palm	Sabal palmetto		22		76	Slash pine	Pinus elliottii	18.5		
29	Cabbage palm	Sabal palmetto		11		77	Laurel oak	Quercus laurifolia	17.5		
30	Laurel oak	Quercus laurifolia	31			78	Cabbage palm	Sabal palmetto		16	
31	Laurel oak	Quercus laurifolia	26.5			79	Slash pine	Pinus elliottii	15.5		
32	Laurel oak	Quercus laurifolia	32.5			80	Laurel oak	Quercus laurifolia	16.5		
33	Slash pine	Pinus elliottii	19			81	Laurel oak	Quercus laurifolia	15.5		
34	Slash pine	Pinus elliottii	16			82	Cabbage palm	Sabal palmetto		30	
35	Slash pine	Pinus elliottii	17			83	Cabbage palm	Sabal palmetto		14	
36	Slash pine	Pinus elliottii	17.5			84	Cabbage palm	Sabal palmetto		12	
37	Slash pine	Pinus elliottii	20			85	Cabbage palm	Sabal palmetto		30	
38	Slash pine	Pinus elliottii	14			86	Cabbage palm	Sabal palmetto		33	
39	Slash pine	Pinus elliottii	14			87	Cabbage palm	Sabal palmetto		27	
40	Slash pine	Pinus elliottii	23.5			88	Cabbage palm	Sabal palmetto		31	
41	Slash pine	Pinus elliottii	18.5			89	Cabbage palm	Sabal palmetto		33	
42	Slash pine	Pinus elliottii	28			91	Cabbage palm	Sabal palmetto		19	
43	Laurel oak	Quercus laurifolia	26.5			92	Cabbage palm	Sabal palmetto		19	
44	Laurel oak	Quercus laurifolia	26			93	Cabbage palm	Sabal palmetto		10	
45	Cabbage palm	Sabal palmetto		16		94	Cabbage palm	Sabal palmetto		10	
46	Laurel oak	Quercus laurifolia	27.5			95	Cabbage palm	Sabal palmetto		13	
47	Slash pine	Pinus elliottii	15.5			96	Laurel oak	Quercus laurifolia	24		
48	Slash pine	Pinus elliottii	14			99	Cabbage palm	Sabal palmetto		16	
49	Slash pine	Pinus elliottii	18.5						QUANTITY	QUANTITY	
50	Cabbage palm	Sabal palmetto		12					57	40	
									SUM DBH (inches)		
									1339		

LEGEND

- N.S.L.R.W.C.D. – NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
- O.R.B. – OFFICIAL RECORD BOOK
- RW – RIGHT–OF–WAY
- RCP – REINFORCED CONCRETE PIPE
- PB – PLAT BOOK
- PG – PAGE
- ANCHOR
- CABLE TV VAULT
- CATCH BASIN
- CONCRETE POWER POLE
- CROSSWALK SIGNAL
- CURB INLET
- HOG OR BARBED WIRE FENCE
- DENOTES FOUND SURVEY ROD & CAP
- DENOTES NAIL & SURVEY DISK
- DRAINAGE MANHOLE
- ELECTRIC HAND HOLE
- ELECTRICAL WIRES OVERHEAD
- FIBER OPTIC BOX
- FIRE HYDRANT
- MAST ARM / TRAFFIC SIGNAL
- LIGHT POLE
- SANITARY MANHOLE
- SEWER VALVE
- TRAFFIC SIGN
- TREE LOCATION
- WATER VALVE
- WOOD POWER POLE (UNLESS NOTED)
- EXISTING ELEVATION
- DENOTES 1/4 SECTION CORNER
- DENOTES SECTION CORNER
- SURVEY MARKER/CONTROL POINT
- PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
- DENOTES FOUND SURVEY MARKER
- SET 5/8" IR/CAP LB 3591

DESCRIPTION:

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING–DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT–OF–WAY OF I–95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT–OF–WAY LINE OF I–95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT–OF–WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS JULY 12, 2024.
2. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD FEET.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER: 5224004410M, EFFECTIVE DATE MAY 23, 2024 AT 5:00 P.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
6. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER EXHIBIT "A" OF THE TITLE COMMITMENT REFERENCED ABOVE.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF SOUTH 00°00'09" WEST ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP, ITEM/SEGMENT NO. 428984–1 STATE PROJECT NO. 94030.2516 STATE ROAD NO. 70 (OKEECHOBEE RD.)
8. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM); COMMUNITY PANEL NO. 12111C0167J, CITY OF FORT PIERCE, ST. LUCIE COUNTY, COMMUNITY NO. 120286 PANEL 0167, SUFFIX J; DATED FEBRUARY 16, 2012.
9. THERE ARE NOT GAPS, GORES OR HIATUSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.
10. TREE INVETORY SHOWN ON THIS SURVEY PROVIDED BY EW CONSULTANTS, INC. ENVIRONMENTAL SCIENTIST. TREE LOCATIONS PROVIED BY CAULFIELD AND WHEELER, LAST DATE OF FIELD DATA ACQUISITION FOR TREE LOCATIONS, OCTOBER 18, 2024.
11. TREE #5A NOT PRESENT IN FEILD. TREE #53 AND #54 WERE MISIDENTIFIED AS SLASH PINES, AND ARE CABBAGE PALMS. TREE TABLE UPDATED ON 01–09–2025 TO REFLECT COMMENTS MADE FROM EW CONSULTANTS, INC.

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE B, PART II OF EXCEPTIONS OF THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE HAVING A FILE NUMBER: 5224004410M, WITH AN COMMITMENT DATE OF MAY 23, 2024 @ 5:00 P.M.

SCHEDULE B, PART II EXCEPTIONS

5. Resolution 96–011 recorded February 6, 1996, In Official Records Book 997, Page 2176.
   (AFFECTS NOTHING TO PLOT)
6. Ordinance No K–251 recorded March 4, 2004, In Official Records Book 1912, Page 2879.
   (AFFECTS, ANNEX INTO THE CITY OF FORT PIERCE)
7. Restrictive Covenants and Access Easement Agreement recorded May 28, 2009, In Official Records Book 3093, Page 2587.
   (AFFECTS PLOTTED)
8. Developer's Agreement recorded July 1, 2010, In Official Records Book 3209, Page 1238.
   (AFFECTS NOTHING TO PLOT)
9. Rights of tenants occupying all or part of the Insured land under unrecorded leases or rental agreements.
   (AFFECTS NOTHING TO PLOT)

NOT INCLUDED IN THE SCHEDULE B, PART II OF THE TITLE COMMITMENT

FLORIDA POWER & LIGHT COMPANY EASEMENT SEPTEMBER 8, 1966, In Official Records Book 513, Page 1300.
(AFFECT PLOTTED)

CERTIFIED TO:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 12, 2024. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17.050, 5J–17.051, 5J–17.052, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027, AS AMMENDED AND CHAPTERS 177.041 AND 177.061, FLORIDA STATUTES.

THE FIELDWORK WAS COMPLETED ON JULY 12, 2024.
THE TREE TABLE WAS UPDATED ON JANUARY 09, 2025.

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
CERTIFICATION OF AUTHORIZATION NO. LB 3591

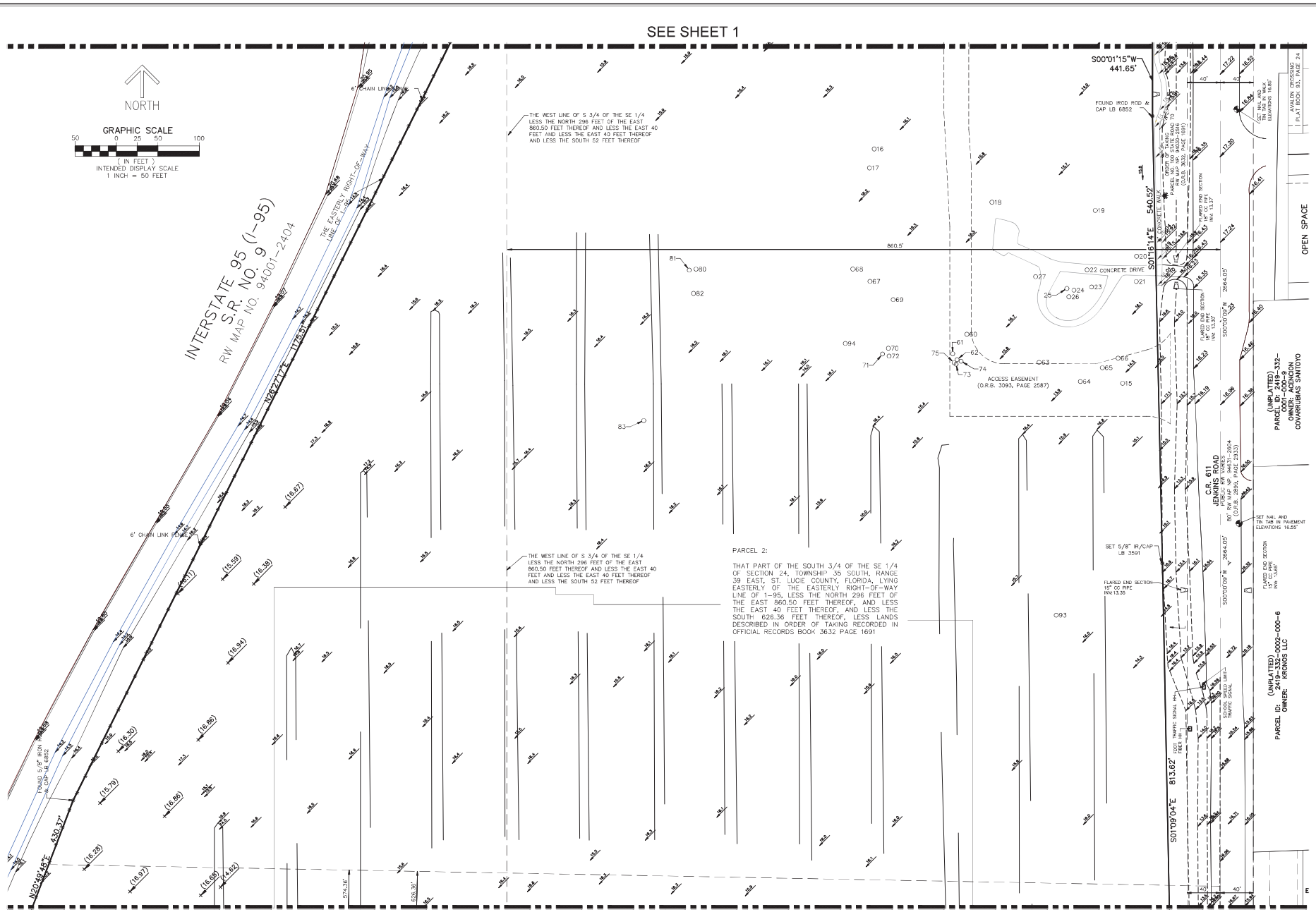
REVISIONS	DATE	BY
FILE NAME: 10966-ALTA-BNDY-TOPO.dwg		
ADDED TREE TABLE	01/09/2025	RLF
ADDED OFF SITE ELEVATIONS	11/21/2024	
ADDED TREE INVENTORY PER TOPO 11/18/2024		
ADDED SURVEYOR'S CERTIFICATE	10/21/2024	RLF
UPDATE TREE TABLE		BP

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 1
OF 3 SHEETS



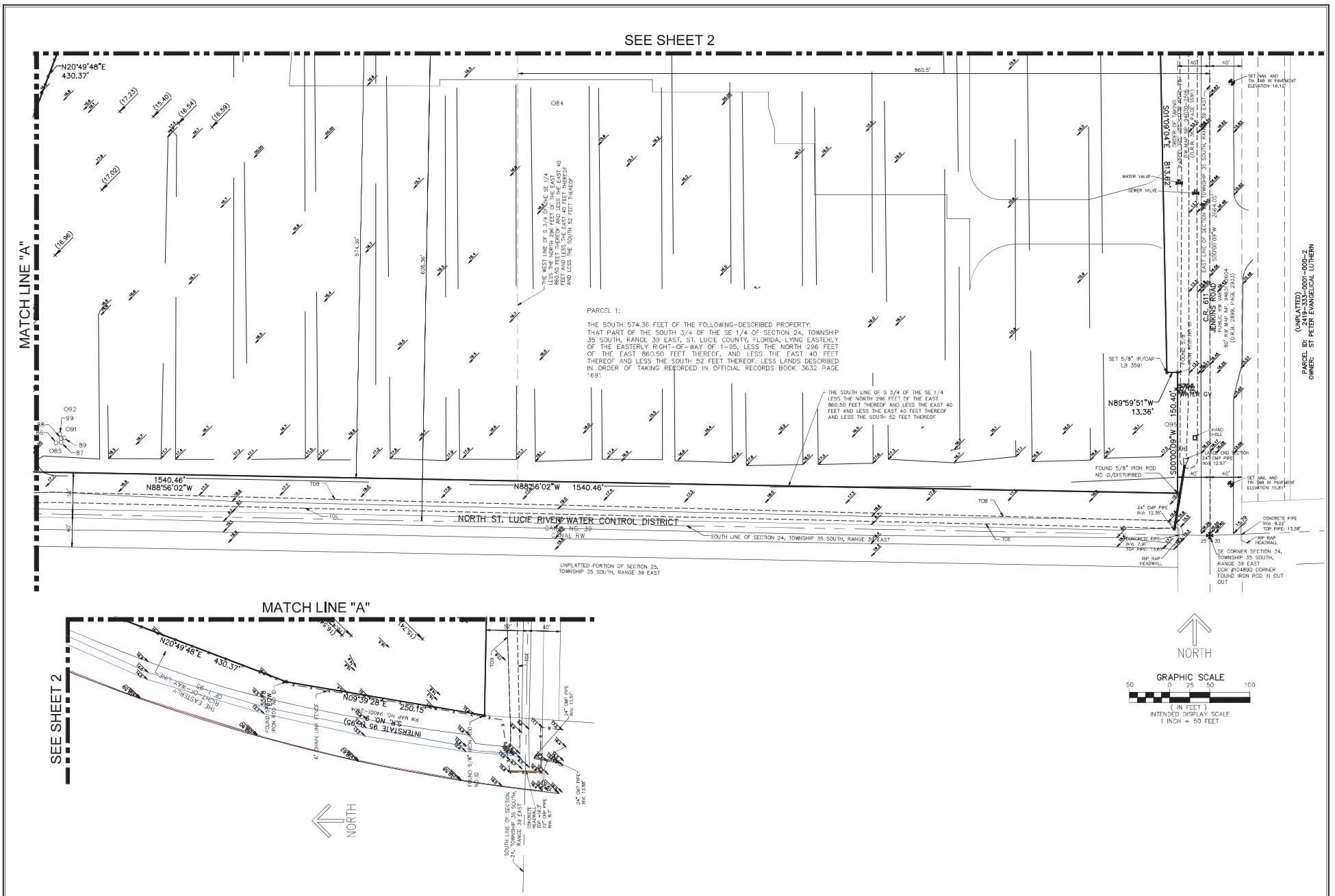
REVISIONS	DATE	BY
FILE NAME 10956-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 2
OF 3 SHEETS


SEE SHEET 2
MATCH LINE "A"
N20°49'48"E
430.37'
PARCEL 1:
THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF; LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
THE WEST LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE SOUTH 52 FEET THEREOF
THE SOUTH LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF
574.36'
626.36'
860.5'
1540.46'
N88°56'02"W
1540.46'
N88°56'02"W
NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL NO. 39
CANAL RW
SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
UNPLATTED PORTION OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST
TOB
TOE
S01°00'09"E 813.67'
S01°00'09"E 2664.60'
EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
S01°00'09"W
N89°59'51"W
13.36'
150.40'
SET 5/8" IR/CAP LS 3591
FOUND 5/8" IRON ROD NO ID/DISTURBED
SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 16.12'
SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 15.81'
WATER VALVE
SEWER VALVE
C-R 611 JENKINS ROAD
PUBLIC R/W VARIES
80' PER MAP NO. 94852-2504
(CASE #94852-2504)
(UNPLATTED)
2419-333-0001-000-2
OWNER: ST PETER EVANGELICAL LUTHERN
24" CMP PIPE
INV: 12.35'
CONCRETE PIPE
INV: 7.91'
TOP PIPE: 13.08'
24" CMP PIPE
INV: 12.57'
CONCRETE PIPE
INV: 8.22'
TOP PIPE: 13.58'
RIP RAP HEADWALL
SE CORNER SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
COR #104890 CORNER FOUND IRON ROD IN CUT OUT
HAND HOLE
FLARE END SECTION
NORTH
GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET
MATCH LINE "A"
SEE SHEET 2
N20°49'48"E 430.37'
N09°55'60"E 250.15'
INTERSTATE 95 (SR 9)
R/W NO. 94001-2504
RIGHT-OF-WAY LINE
FOUND 5/8" IRON ROD
6' CHAIN LINK FENCE
FOUND 5/8" IRON ROD
SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CONCRETE HEADWALL
TOP =16.5'
INV: 8.7'
24" CMP PIPE
INV: 13.88'
NORTH

Pulte Cornerstone Master Planned Development
TRC Comments 12.19.2024 and Applicant Responses

DISTRICT PLANNING GROUP

Department	Comment	Response Text
City of Fort Pierce Planning		
	Per City of Fort Pierce Comprehensive Plan Policy 2.5.4 & 2.5.5 –	
	Apply access management standards along main arterial and collector roads to improve safety. Access management strategies such as inter-parcel or shared driveway access shall be implemented.	**Site Plan has been redesigned to integrate vehicular and pedestrian cross access to the northern commercial parcel.**
	Implement pedestrian cross-access, pedestrian features, transit features and other transportation demand strategies on all primary City corridors.	**Site Plan has been redesigned to integrate vehicular and pedestrian cross access to the northern commercial parcel.**
	Please implement a vehicular cross-access in addition to the pedestrian access listed on the Master Site Plan. See the exhibit below with three (3) possible options.	**Site Plan has been redesigned to integrate vehicular and pedestrian cross access to the northern commercial parcel.**
	A Final DP shall be required prior to any development activities with the Master Site Plan by HJA Studios, Job No. 2024-31, 11.15.2024.	**Acknowledged**
	The minimum Open Space shall be 20% of the Final PD site area.	**Master Site Plan demonstrates a minimum of 20% open space.**
	The maximum Density shall be 5 dwelling units per acre of the Final PD site area.	**Final Site Plan will provide for a maximum density of 5 units per acre.**
	The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.	**As discussed and agreed to in the TRC Meeting, the Final PD will conform to the City Code of Ordinances unless otherwise provided for in the Planned Development Agreement. Based on conversation at the TRC Meeting, and because it is not otherwise referenced in the TRC Comments, it is our understanding that Staff supports the PD Agreement standards as submitted.**
	The Final PD site plan submittal shall include a wetland jurisdictional survey.	**Acknowledged. An ERP application which will include a jurisdictional wetland determination is in process.**

			Prior to submittal of a Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.	**Acknowledged. A representative gopher tortoise habitat survey was conducted in July 2024 by a licensed gopher tortoise agent with no gopher tortoises or potentially occupied burrows identified. A 100% gopher tortoise burrow survey will be conducted within 90 days of the commencement of land development activities.**
			Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.	**A wood stork forage habitat assessment is not expected to be required by USFWS for the subject property and proposed development.**
			A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.	**As discussed and agreed to in the TRC Meeting, a detailed stormwater and drainage plan and statement is *not* required at the time of Final PD site plan application.**
			The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.	**Acknowledged**
			The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.	**Acknowledged**
			The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.	**The Final Planned Development application includes draft Home Owners Association documents that are responsive to this comment.**
			The Final PD site plan shall contain the following information, at minimum:	**Acknowledged**
			a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.	
			b. Proposed lot lines and other divisions of land for management, use or allocation purposes.	
			c. The location, size and height of present and proposed buildings and structures.	
			d. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.	

			e. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.	
			f. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.	
			If the applicant intends to phase the project, please include a development phasing schedule indicating:	
			The approximate date when construction of the project can be expected to begin.	**Construction on this project is expected to begin first quarter of 2026**
			The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.	**This project will be developed in two phases; Phase 1: Q1 2026; Phase 2: Q1 2027**
			A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.	**A general drscription of buildings, streetscapes, height, building coverage, parking areas and public improvements by phase has been included in the Project Narrative in the Final Planned Development Application**
			The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.	**Acknowledged**

			A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.	**A subdivision plat will be submitted and approved prior to issuance of a building permit, and will satisfy the intent of this comment. Unity of Title and Parcel Combination will not be performed prior to Plat.**
			The property shall be platted prior to any vertical construction activities.	**Acknowledged**
			After completion of the platting of the property, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.	**Acknowledged**
City of Fort Pierce Engineering				
			The ALTA/Boundary and Topography Survey provided was signed but not sealed. An original signed and sealed Boundary and Topography Survey shall be required with the Final PD submittal both in electronic and hard copy.	**Please see attached signed and sealed Survey**
			Should the stormwater management area adjacent to S. Jenkins Road be constructed as a dry/wet retention/detention area then it shall be relocated away from the public right-of- way as per the criteria specified in Section 119.	**Any stormwater adjacent to Jenkins Road will be designed and landscaped as a bioswale which will act as a landscaping amenity for the street frontage**
			A formal wetland determination and gopher tortoise survey will be required at time of Final PD submittal.	**Acknowledged**
St. Lucie County Engineering				
			Advisory: The site was originally planned to have cross access to the north. As the northern property's access will likely be right in right out only, cross access will continue to be encouraged.	**The site plan has been updated to provide cross access to the northern parcels.**
			Traffic analysis will be required for review by the County's third-party reviewer at the const of the applicant.	**Acknowledged**
			Jenkins Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication to meet the minimum 160-foot ultimate Right-of-Way will be required.	**The site plan has been updated to provide the required dedication, 80 foot from road centerline.**
			A traffic circle in Jenkins Road will not be supported by County staff as Jenkins Road is identified on the freight network.	**The plan has been redesigned with no traffic circle on Jenkins Road**

			A 6-foot sidewalk is required along the west side of Jenkins Road.	**A 6-foot sidewalk along the Jenkins Road frontage has been added to the site plan**
			The southern proposed access shall align with the existing driveway of the school and church on the east side of Jenkins Road.	**The southern access has been eliminated from the site plan**
			A Site Development Permit is required prior to performing site improvement activities.	**Acknowledged**
			A Road improvement agreement and bonding will be required for all roadway improvements to Jenkins Road.	**Acknowledged**
City of Fort Pierce Police Dept.				
			Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 250. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.	**Acknowledged**

City of Fort Pierce
Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Aimee Carlson
Pulte Home Company, LLC
1475 Centrepark Boulevard, Suite 140
West Palm Beach, FL 33401

RE: Cornerstone PUD located south of Okeechobee Road and west of Jenkins Road
Tax Folio Nos: 2324-413-0000-0009
2324-414-0000-000/2
2324-413-001-000/2

The undersigned gives CONSENT to District Planning Group, LLC, as agent, and Aimee Carlson of Pulte Home Company, LLC, as applicant, to submit or have submitted all applications and all required material and documents which have been approved by the undersigned in writing, and to attend and represent the undersigned at all meetings and public hearings pertaining to the application to the extent that an officer or other representative of the undersigned is not otherwise present. Any delegation pursuant to this consent may be revoked at any time by the undersigned.

The undersigned is the fee simple owner of the above referenced described property for which a Future Land Use Map Amendment is requested.

[Signature Page Follows]

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company,
a Massachusetts corporation, its managing member

By: Barings LLC,
a Delaware limited liability company, its investment advisor

By: Cassie A. McCrain
Name: Cassie A. McCrain
Title: Managing Director

Date: 10/15/2024

The foregoing instrument was acknowledged before me this 15 day of October, 2024, by Cassie A. McCrain, Managing Director of Barings LLC, a Delaware limited liability company, the investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, the managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, she is personally known to me or has produced _____ as identification.

Michelle Lee Suarez
Notary Public
Michelle Lee Suarez
Printed name of notary

My Commission Expires. _____

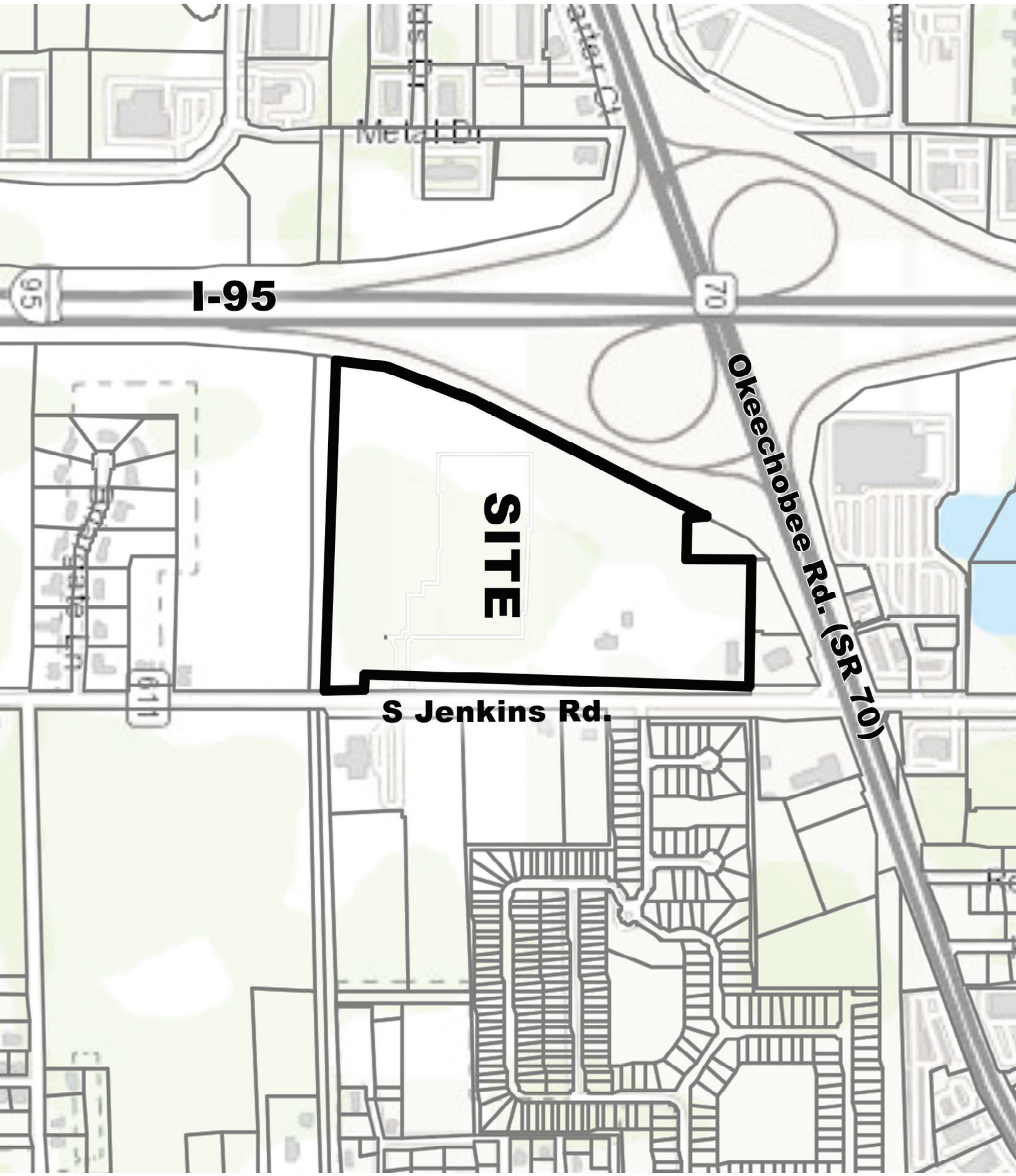
Print Name Michelle Lee Suarez

Notary Public-State of North Carolina

My Commission Expires November 26, 2024

MICHELLE LEE SUAREZ
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Nov. 26, 2024

24


I-95
95
70
SITE
Okeechobee Rd. (SR 70)
S Jenkins Rd.

DISTRICT PLANNING GROUP

Pulte Cornerstone

Master Planned Development

Utilities Service

Pulte Cornerstone will be served by the following utilities providers:

Water:	Fort Pierce Utilities Authority
Wastewater:	Fort Pierce Utilities Authority
Electric:	Fort Pierce Utilities Authority
Gas:	Fort Pierce Utilities Authority

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2988687 OR BOOK 2736 PAGE 1681, Recorded 01/09/2007 at 01:11 PM
Doc Tax: $175000.00

This Instrument Prepared By:
Record and return to:
David M. Shaw, Esquire
HAILE, SHAW & PFAFFENBERGER, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, Florida 33408

Tax Folio Nos. 2324-413-0000-000/9
2324-414-0000-000/2
2324-413-0001-000/2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this 5th day of January, 2007, between FP LAND, LTD., a Florida limited partnership, with an address of 599 NW 82nd Avenue, Plantation, Florida 33324, hereinafter called the Grantor, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns, and CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, with an address of c/o Cornerstone Real Estate Advisers, LLC, 180 Glastonbury Boulevard, Suite 401, Glastonbury, Connecticut 06033, and whose Taxpayer Identification Number is 56-2630592, hereinafter called the Grantee, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns.

WITNESSETH:

That for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee all that certain piece of property and tract of land situate in the County of St. Lucie and State of Florida, described on Exhibit "A" attached hereto as a part hereof.

TOGETHER WITH all improvements thereon and rights, benefits, easements, appurtenances and hereditaments thereto appertaining.

SUBJECT HOWEVER to those matters designated on Exhibit "B" hereto, the provisions of which are not reimposed hereby.

TO HAVE AND TO HOLD IN FEE SIMPLE FOREVER.

Grantor does hereby specially warrant the title to the Property, subject only to those matters set forth herein, and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year aforesaid.

WITNESSES:

Name: Jill Calnan

Name: Joanne Shute

SELLER:

FP LAND, LTD., a Florida limited partnership

By: FP Land, LLC, a Florida limited liability company, its general partner

By: _____
Name: Kenneth H. Simigran
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3 day of January, 2006, by Kenneth H. Simigran, a Manager of FP Land, LLC, a Florida limited liability company, general partner of FP Land, Ltd., a Florida limited partnership, on behalf of the limited partnership, he is personally known to me or has produced _____ as identification.

JILL CALNAN
Comm# DD0608961
Expires 12/22/2010
Florida Notary Assn., Inc

[SEAL]

My Commission Expires: 12/22/2010

_____
Notary Public

Jill Calnan
Printed name of notary

EXHIBIT A

TO

SPECIAL WARRANTY DEED

Description of Land

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof and LESS the South 52 feet thereof.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way line of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof, and LESS the South 626.36 feet thereof.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, LESS AND EXCEPTING THEREFROM the East 40 feet thereof as right-of-way for Jenkins Road, all lying and being in St. Lucie County, Florida.

EXHIBIT B

TO

SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

2. Resolution No. 96-101 of the Board of County Commissioners of St. Lucie County, Florida, recorded in Official Records book 997, Page 2176.

3. Ordinances No. K-251 and No. K-261 of the City Commission of the City of Fort Pierce, recorded in Official Records Book 1948, Page 1790, respectively.

4. Right of way of Jenkins Road.

5. Matters as disclosed on that certain survey prepared by Manucy Land Surveyors, Inc., dated September 22, 2006, as Order No. 150-608, which discloses, among other matters, the following encroachments:

   a. by a 6-foot chain link fence onto adjoining property along the westerly property line of the subject property;

   b. by mail boxes, asphalt drives, a sign, a dirt drive, and wood poles at the northeasterly corner of the subject property;

   c. by a concrete drive and a dirt drive along the East property line; and

   d. by irrigation ditches onto adjoining property along the South property line.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant Office	GC	C-3
South	Proposed Residential Subdivision	RM	R-4
East	Residential Subdivision	RM/GC	E-3, R-2, PD
West	I-95	I-95	I-95

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	COM	C-3	150 DU & 1,739,508 sf	49.917	X
****Proposed**	RM	PD	749	49.917	N/A

II. Public Facilities Information:

A. Potable Water:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning/FLU	Total gallons per day	256,438 gal.
**Proposed Zoning/FLU	Total gallons per day	194,646 gal.
**Change in Demand	Total gallons per day	61,762 gal. REDUCTION

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 212,951 gal.
**Proposed Zoning/FLU	Total gallons per day 194,676 gal.
**Change in Demand	Total gallons per day 18,274 gal. REDUCTION

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	44,617	46,174	31.14 ac inc.
Urban District	5 acres per 1,000 people	44,617	46,174	7.78 ac. inc.
Community	2.5 acres per 1,000 people	44,617	46,174	3.89 ac. inc.
Neighborhood	1.36 acres per 1,000 people	44,617	46,174	2.12 ac. inc.

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand	43	18
****Proposed Zoning/FLU Enrollment Demand**	212	91
****Change in Demand**	169 student increase	73 student increase

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	13 8-yds.
****Proposed Zoning/FLU**	5 8-yds.
***Change in Demand**	8 8 yds, REDUCTION

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	See attached Drainage analysis

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	LUC 820 - 45,436	LUC 820 - 1,027/3,742
****Proposed Zoning/FLU**	LUC 210 - 5,340	LUC 210 - 388/546
***Change in Demand**	Trips 40,086 REDUCTION	Trips 639/3,196 REDUCTION
Impact to Capacity	LOS is maintained on the surrounding roadway network	

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					
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**
None proposed					

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: N/A

** Complete section if requesting a change in zoning, future land use, or expanding

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

PULTE GROUP

CORNERSTONE

Environmental Assessment Report

Prepared For:

Pulte Group

Prepared By:

EW Consultants, Inc.

August 2024

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes the natural resource characteristics of the Pulte Group Cornerstone property. The 49.9 +/- acre Cornerstone property is located in Section 24, Township 35 South, Range 39 East within the City of Ft. Pierce, St. Lucie County, Florida. The property is bounded to the north by undeveloped land and a residential home, to the west by I-95 and the State Road 70 interchange, to the south by the NSLRWCD Canal No. 39, and to the east by Jenkins Road.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

SOILS

A Custom Soil Resource Report for the subject property is provided in the Appendix. This report, prepared by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) provides descriptions of the soil types within the Cornerstone property along with acreage summaries, soil limitation information, and recommended soil treatments for various proposed land uses.

VEGETATION COMMUNITIES

The following is a summary of the land cover types found on the Cornerstone property site. Land cover classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the land cover types on the subject property.

The vegetative community descriptions include general discussions of potential wildlife habitat provided by the various resources available in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections. Application of categories described as wetlands and ditches provides an approximation of the wetland areas or ditch classifications that remain subject to verification by SFWMD and, under current circumstances, the U.S. Army Corps of Engineers (USACE) for Section 404 purposes.

The FLUCFCS classifications observed on the site are described below. A land cover map of the observed community types is included in the Appendix of this report. The communities observed on the property are described as follows:

191 – Undeveloped Land Within Urban Areas –

This land cover is located within the northern and western portions of the property. The vegetation assemblage within these areas is dominated by non-native invasive species, ruderal weeds, and non-native pasture grasses. Vegetation includes Brazilian pepper, Australian pine, guava, smut grass, cogon grass, guinea grass, Caesar weed, and castor bean. Scattered occurrences of native laurel oak, slash pine, cabbage palm, and wax myrtle are also present.

510 – Ditches –

The property contains two man-made ditches that were created in support of the former agricultural practices on the property. The northern of the two ditches is shallow and is vegetated predominantly with non-native invasive species including torpedo grass, limpo grass, Peruvian primrose willow, and Caesar weed. Scattered occurrences of native species including broomsedge, spadeleaf and pennywort are also present. The southern ditch, located near the southern property boundary is a deep, steep sided ditch that contains scattered occurrences of non-native invasive Peruvian primrose willow and native Carolina willow.

643 – Wet Prairie –

There is one area located near the western property boundary that meets the criteria to be considered a wet prairie wetland. Vegetative cover in this area includes native grape vine, Virginia chain fern, and broomsedge, and non-native invasive old-world climbing fern and Peruvian primrose willow.

740 – Disturbed Lands –

This is the predominant land cover type on the subject property, and was previously improved for agricultural use. The vegetation assemblage is currently dominated by non-native invasive Brazilian pepper with scattered occurrences of native laurel oak, cabbage palm, and wax myrtle.

WILDLIFE

Wildlife Observations –

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents.

Listed Species and Evaluation –

The survey methodologies used for determining the status of state and/or federally listed wildlife species occurrence on the site followed generally accepted protocols as specified in state and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

Pedestrian and vehicular surveys were employed to assess relative habitat quality and wildlife utilization. In addition, the protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) protocols and techniques relative to the species under consideration.

The state and/or federally listed wildlife species known or expected to occur on the subject site is summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgement and noted as either observed during site review or likelihood of occurrence as high, medium, or low.

Table 1. Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian and vehicular transects	M	FT/SA
Audubon's crested caracara	*Caracara cheriway*	Dry prairie, open rangeland	Pedestrian and vehicular transects	L	FT
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	Pedestrian and vehicular transects	L	No longer listed Nest trees protected

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	Pedestrian and vehicular transects	L	FT
Florida bonneted bat	*Eumops floridanus*	A diversity of forested habitats	Acoustic and roost surveys	L	FE
Florida burrowing owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian and vehicular transects	L	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open pine canopy	Pedestrian and vehicular transects	L	ST
Florida sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	Pedestrian and vehicular transects; aerial nest survey	L	ST
Florida scrub-jay	*Aphelocoma coerulescens*	Xeric oak scrub and scrubby flatwoods on sandy ridges and dunes	Pedestrian and vehicular transects	L	FT
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey 100% of suitable habitat	M	ST
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian and vehicular transects	L	FE
Reddish egret	*Egretta rufescens*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	L	ST
Roseate spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Southeast American kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and	Pedestrian and vehicular transects	L	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian and vehicular transects	M	FT

O* = Observed; [1] Observed transient ; [2] Observed nesting and/or resident
Probability of Occurrence: H= High; M= Medium; L= Low;

FE = Federally-designated Endangered; FT = Federally-designated Threatened; FXN = Federally-designated Threatened Nonessential Experimental Population; FT(S/A) = Federally-designated Threatened species due to similarity of appearance; ST = State-designated Threatened; SSC = State Species of Special Concern

The American alligator is listed as Federally Threatened due to similarity of appearance with the American crocodile. Alligators are relatively common throughout the region in wetland and aquatic systems. Although none were observed during the field reconnaissance for this environmental assessment, there is a moderate potential for alligators to occur within the on-site ditches.

The subject site is within the consultation area of Audubon's crested caracara. The subject site; however, does not contain suitable nesting or foraging habitat and no crested caracara or caracara nests were observed during site reconnaissance conducted in June and July of 2024.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. The property does not contain any suitable nesting or foraging habitat for bald eagles and no bald eagles or bald eagle nests were observed on site.

A reptile species that was not observed but has potential to occur on the site is the federally threatened eastern indigo snake. The eastern indigo snake is a secretive species that ranges widely over a diversity of upland and wetland habitats, and is known to occur in the region. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

The Florida bonneted bat is listed as endangered by the U.S. Fish and Wildlife Service (USFWS). This species preferred habitat for roosting and nesting includes a variety of forested habitats and man-made structures. The property is located outside of the designated consultation area for this species, thus its potential for occurrence is considered low.

The Florida burrowing owl is a small ground-dwelling owl often found in open fields with little to no tree canopy coverage, where it spends most of its time on the ground, perching on dirt mounts, fence posts, or short shrubs. The site does not contain suitable habitat for burrowing owls, thus there is a low potential for this species to occur. No burrowing owls or burrowing owl burrows were observed on the property.

The Florida pine snake inhabits areas that feature well-drained sandy soils with moderate to open canopy. According to the FFWCC publicly available database, the subject site is located within the distribution area for this species. The property does not contain any suitable habitat for this species, thus the potential for this species to occur is considered low and no Florida pine snakes were observed during field reconnaissance.

No Florida sandhill crane nests were observed on the site; however, this species is relatively common within the region. The preferred nesting habitat for sandhill cranes is freshwater herbaceous marsh wetland which does not occur on site and no sandhill cranes or sandhill crane nests were observed during field reconnaissance.

The Florida scrub-jay is a Federally threatened species that inhabits xeric oak and scrubby flatwoods habitats along sandy ridges and dunes. The subject property does not contain any suitable habitat for this species and no Florida scrub-jays were observed or heard during field reconnaissance.

In July 2024, a representative habitat survey was conducted by Jason Hahner (Licensed Gopher Tortoise Agent #GTA-14-00024H) in order to identify any occurrence of gopher tortoises, their burrows, or indicators of their presence. The habitat survey was conducted in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) *Gopher Tortoise Permitting Guidelines* (revised April 2023).

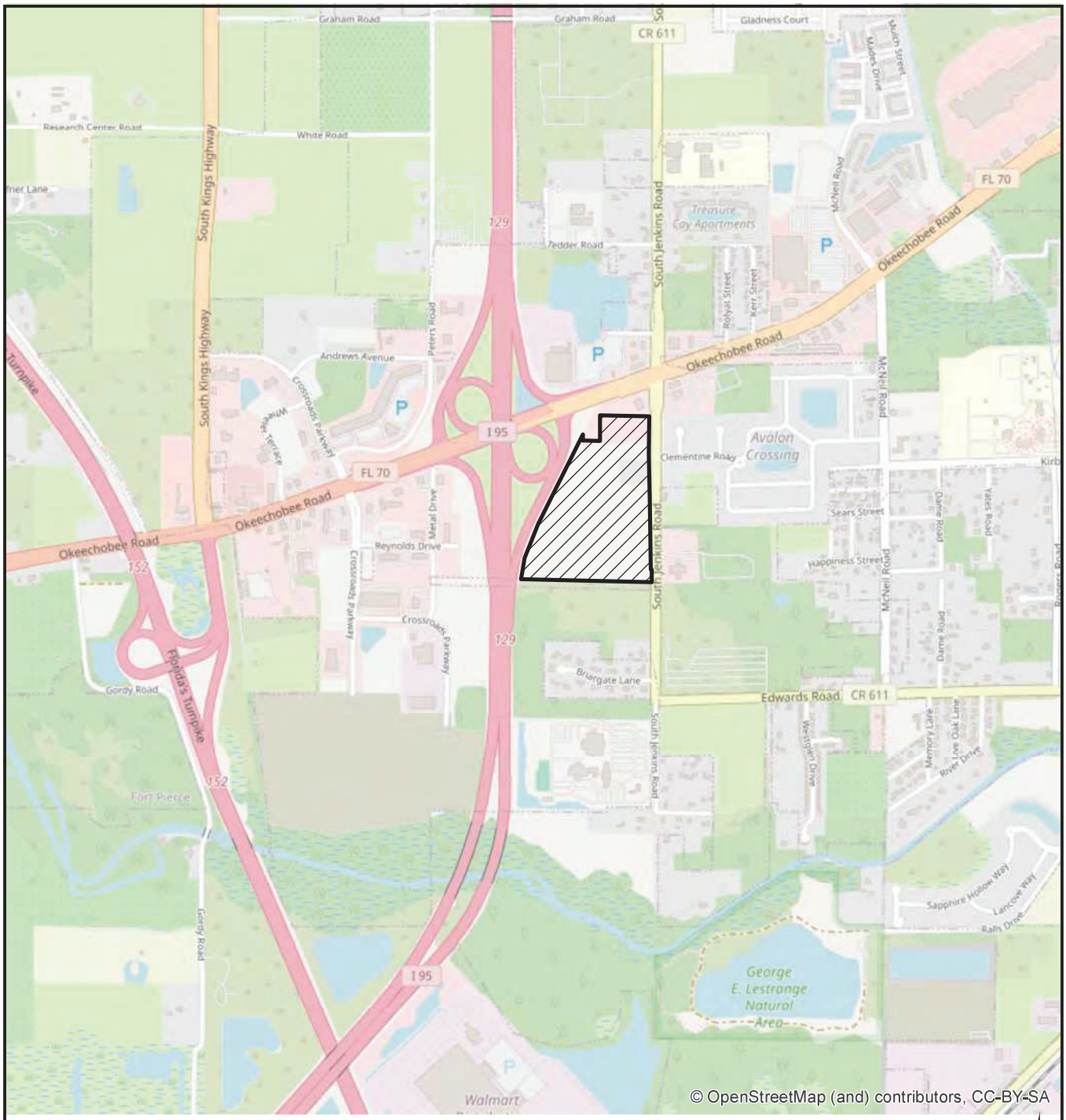
There were no gopher tortoises, potentially occupied gopher tortoise burrows, or other indicators of the presence of gopher tortoises observed on the property during field reconnaissance and the representative habitat survey conducted in July 2024. In accordance with FFWCC gopher tortoise permitting guidelines, prior to any land clearing or site work, a 100% habitat survey for this species must be completed. A gopher tortoise relocation permit will need to be obtained through FFWCC for any gopher tortoise burrows that cannot be avoided from impacts by a radius of at least 25 feet from a burrow's entrance.

The presence of surface water (ditches) and a wet prairie wetland indicates a moderate potential for occurrence of State-designated threatened wading bird species including the little blue heron, tricolored heron, and roseate spoonbill, and the Federally-designated threatened wood stork. The property does not contain suitable nesting habitat for any of these species and no such nesting activity was observed. Therefore, any occurrence of these wading bird species on the property would be for the purpose of transient foraging.

WETLANDS AND WATERBODIES

Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application.

APPENDIX



0 2,000 Feet

N

LEGEND

- SITE (49.9+/- AC)

CORNERSTONE
LOCATION MAP

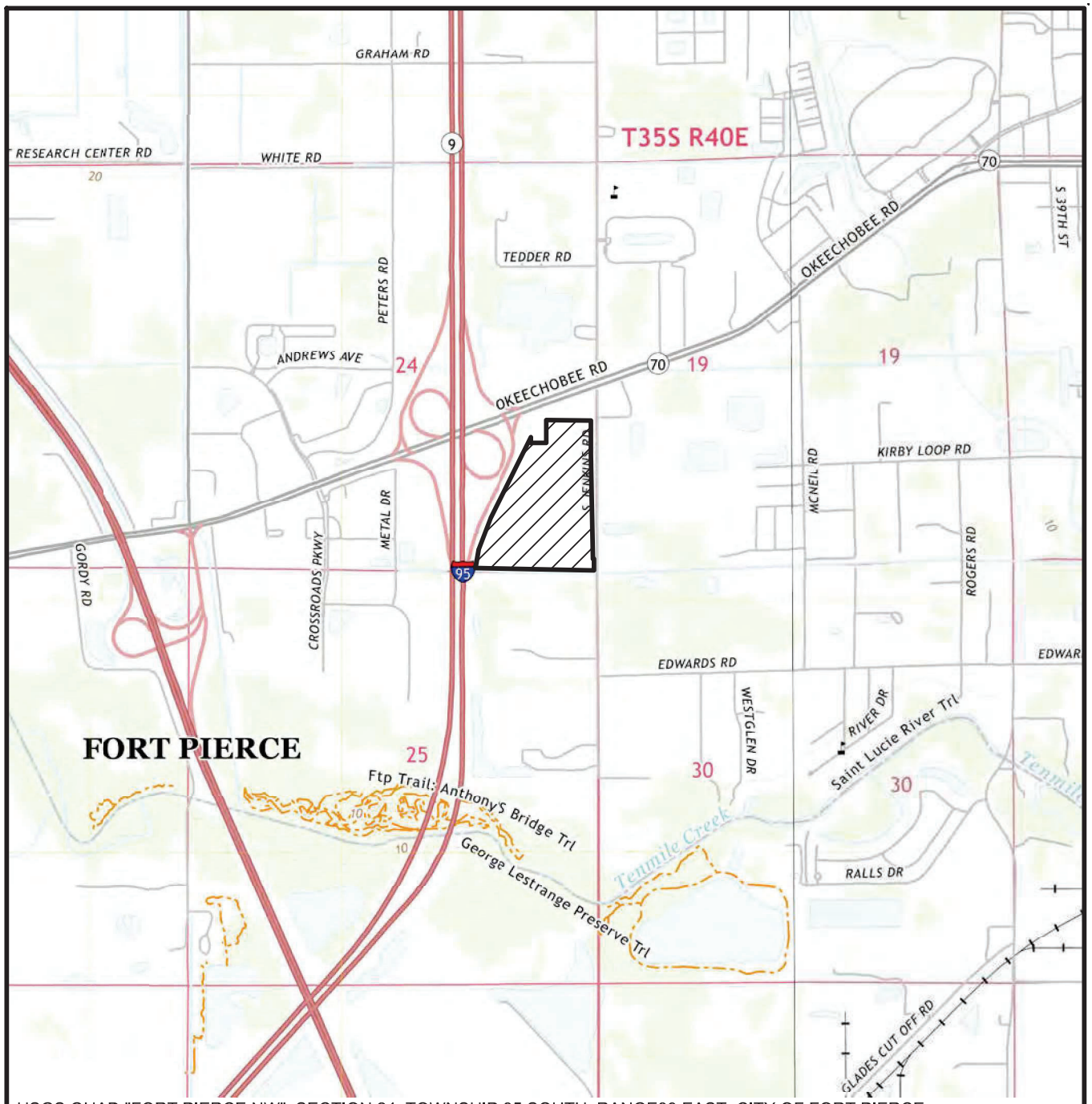
EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE

1



USGS QUAD "FORT PIERCE NW", SECTION 24, TOWNSHIP 35 SOUTH, RANGE39 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, LATITUDE 27d°04'47" LONGITUDE -80°23'06"

LEGEND

▨ - SITE (49.9± AC)

0 2000

SCALE IN FEET

CORNERSTONE

QUAD

EW CONSULTANTS, INC.

EW Consultants, Inc.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

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FIGURE

2

Cornerstone.dwg QUAD

FDOT AERIALS DATED 2024

0 600
SCALE IN FEET

CORNERSTONE
AERIAL

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
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FIGURE
3

Cornerstone.dwg AERIAL

FDOT AERIALS DATED 2023

LEGEND

191 - UNDEVELOPED LAND WITHIN URBAN AREAS (12.4± AC)
510 - DITCH (0.6± AC)
643 - WET PRAIRIE (0.1± AC)
740 - DISTURBED LANDS (36.8± AC)
TOTAL SITE (49.9± AC)

0 300
SCALE IN FEET

CORNERSTONE

FLUCFCS

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FIGURE
4

Cornerstone.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(CORNERSTONE)

Map Scale: 1:3,630 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

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

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 17, Sep 6, 2023

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
2	Ankona and Farmton sands	0.9	1.8%
25	Nettles and Oldsmar sands	49.0	98.2%
Totals for Area of Interest		**49.9**	**100.0%**

Pulte Cornerstone
Master Planned Development

Legal Description

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

KESHAVARZ
& ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

Drainage Statement:

Cornerstone – City of Fort Pierce

Date: September 6, 2024
K&A Project No. 24-1479

Location

The 49.9 acre project site is located on the west side of Jenkins Road south of Okeechobee Road (S.R. 70) and immediately east of Interstate 95 in the City of Fort Pierce (Saint Lucie County) Florida. The project site is located within the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD) and will discharge stormwater to the NSLWCD Canal No. 39 located along the south boundary of the property.

FEMA Flood Data

The project site is located within flood zone X based on the current FEMA Flood Insurance Rate Map (FIRM) panel number 12111 C0167J, effective February 16, 2012. Flood zone X is defined as areas of minimal flood hazards. There is not a base flood elevation (BFE) assigned to flood zone X.

Existing Conditions

The project site was previously used for agricultural purposes and contains irrigation/drainage ditches throughout the site. There are two 18" RCP culverts hydraulically connecting the project site the drainage ditch along the west side of Jenkins Road. The ditch along the west side of Jenkins Road runs south and connects to the NSLRWCD Canal No. 39 with a 24" CMP.

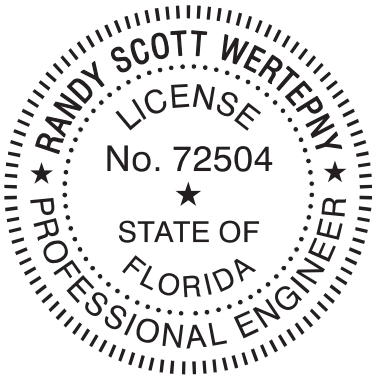
The existing ditches run in the north-south direction and connect to a larger ditch on the south boundary parallel to the NSLRWCD Canal No. 39. The Northeast corner of the property previously contained two residential homes that have been removed.

In 2008, an Environmental Resource Permit with SFWMD was obtained for the project site, SFWMD Permit No. 50-02924-P for the construction of a surface water management system for commercial development; however, this permit expired in 2013.

Proposed Improvements

The proposed project is for the development of a single-family residential community including building, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce.

The post development runoff from the site will be reduced to meet the SFWMD allowable discharge for the project site of 2" per acre per day or 4.19 cfs. Storm sewer mains will be designed to convey the runoff generated from a 5 year – 1 day storm event.



Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Certificate of Authorization No. 4897

Randy Wertepny, P.E.
Florida License No. 72504
September 6, 2024

This item has been electronically signed and sealed by Randy Wertepny on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

DISTRICT PLANNING GROUP

PROJECT NARRATIVE

Pulte Cornerstone

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Summary

Pulte is proposing a 250-lot single family home Planned Development community with associated amenities at 2721 S. Jenkins Road. This site is located just south of the Okeechobee Road commercial service area, to the east of the Avalon Crossings Planned Development, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road.

The site consists of two parcels totaling 49.92 acres. The primary parcel has a Future Land Use designation of General Commercial (GC), and an application to amend the Future Land Use Map to Medium Density Residential (RM) is under review by the City of Fort Pierce.

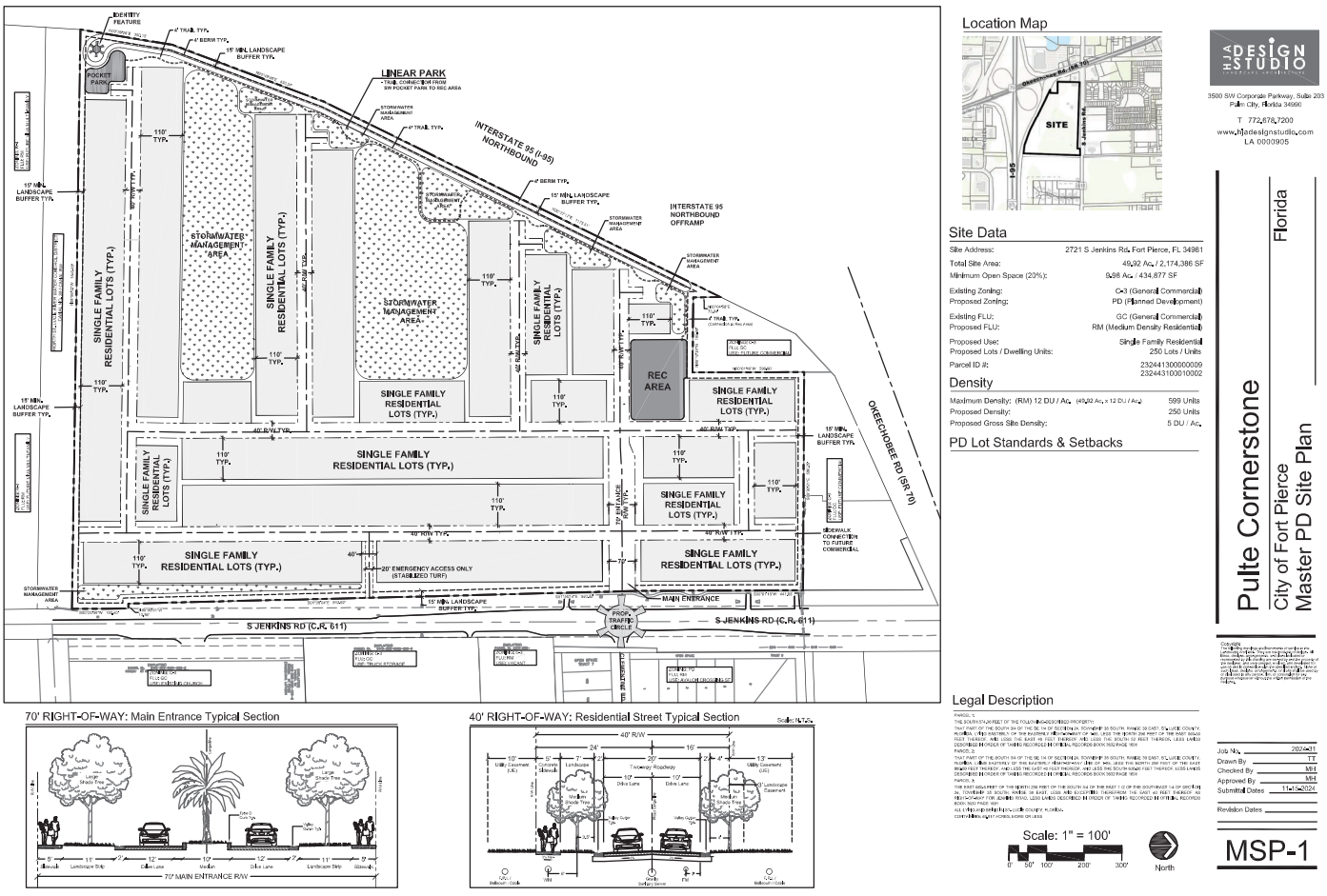
If adopted, RM Future Land Use permits density of between 6.5 – 12 units per acre. The proposed 250 lot development is substantially less dense than the 599 units permitted under RM Future Land Use. The density proposed is 5 dwelling units per acre. Therefore, this development proposal is a significant decrease in density.

It is the intent of this Planned Development to provide high quality neighborhood living in a range of lot sizes to appeal to a broad range of future homeowners with creative on-site amenities. The site is

strategically located within a short walk of neighborhood services, schools and workplace centers, with easy access to the State's Intermodal System of I-95 and the Florida Turnpike.

Cornerstone Master Plan

The Master Plan prepared by Todd Troxell, ALSA, HJA Design Studio is shown below. The site is beneficial in terms of close access to goods, services, jobs, schools and highways, but also presents a design challenge, as it backs up to I-95. Care has been taken in this design to minimize impacts from the I-95 adjacency through creative site design and the inclusion of a 3.5 acre linear and pocket park to buffer homes from the busy road.



The Master Plan calls for 250 mixed size single family lots that provide home sizes and designs for a range of homeowner needs. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to or backing I-95.

A linear park connecting the recreational area to a pocket park provides additional buffer for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and at

the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95, and is intended to create a beautiful and unique sense of arrival to the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood.

Because of increasing traffic and a planned expansion of Jenkins Road, Pulte is proposing a unique solution for its northern neighbor's access challenges by contributing to installation of a 4-lane traffic circle at the aligned intersection of Avalon Crossing and Cornerstone. This unique transportation planning solution will efficiently and safely allow U-turns for access to the commercial parcels to the north while managing residential traffic from Cornerstone and Avalon Crossing.

Planned Development Statement of Benefits

The City of Fort Pierce Planned Development Code (Section 125-212 (a)) outlines the purpose of the Planned Development zoning district:

> *The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.*

Pulte Cornerstone Planned Development is consistent with the Purpose of the Planned Development District as follows:

1. Resilient Living and Working Environment
    a. The chosen location, adjacent to walkable goods, services, jobs, schools and churches provides for a naturally-occurring resilient living and working environment. Convenient vehicle access to the State's Intermodal System of I-95 and the Turnpike provide fewer vehicle miles travelled (VMTs) for commuting outside the Fort Pierce area.
2. Enlightened and Imaginative Approaches to Community Planning
    a. Recognizing that this site is an important entrance into the City of Fort Pierce from I-95, Pulte plans to invest in a large art piece to be installed at the southwest corner of the site visible to northbound drivers on I-95 along the northbound off ramp. It is the goal of this investment to set the tone for those entering the City to expect a unique and special place. This art will be curated by the St. Lucie Cultural Alliance with the goal of engaging a local artist to create the artwork.
3. Enlightened and Imaginative Approaches to Stormwater Infrastructure
    a. Stormwater has been designed within the site to create vistas for homeowners, and amenities for residents as the use the landscaped walking trail that meanders between bioswales and

raingardens between the cabana pool and the pocket park along the western boundary of the property

4. Enlightened and Imaginative Approaches to Property Design
    a. Pulte supports innovative solutions to community planning challenges by designing and contributing toward a 4-lane roundabout/traffic circle at the main entrance.
5. Variety of Natural Features and Scenic Areas
    a. Lakes, bioswales, raingardens turn what standard stormwater management into beautiful vistas and passive recreation areas.
    b. Street trees, spaced every 50' along all interior roads create a sense of outdoor living space, shaded walking areas and a cohesive community design.
6. Efficient and Economical Land Use
    a. Three lot types provide for a variety of home options and visual variety in the neighborhood. This variety provides homes at varying price points which can meet the needs of many different residents.
    b. The location of this new neighborhood provides for an efficient land use, locating 250 residences in close proximity to goods, services, jobs, schools and highways.
7. Improved Amenities
    a. Amenities include a cabana pool, interconnected and meandering walking trail through bioswales and raingardens, pocket park, custom sculptural art installation, pedestrian connection to adjacent commercial uses and centralized mail kiosk at recreational amenity center.
8. Orderly and Economic Development
    a. This development is consistent with approved and newly developed residential uses to the east and west.
9. Protection of Adjacent Uses (Existing and Future)
    a. Pulte supports innovative solutions to community planning challenges by designing and contributing toward a 4-lane roundabout/traffic circle at the main entrance. This innovative solution to a community challenge arises from narrow commercial parcels fronting Okeechobee Road. These parcels need access on Jenkins Road due to Okeechobee Road access constraints, but the increase in traffic on Jenkins Road and future widening plans also make a full access for these parcels challenging. Pulte proposes to provide u-turn access for these constrained sites through a traffic circle that will also manage the safe ingress/egress needs of Cornerstone and Avalon Crossing. Without this neighborly coordination by Cornerstone, it would make future development of these parcels challenging.

Subject Property Existing Conditions

Future Land Use and Zoning

Parcel IDs:	2324-413-0000-000-9, 2324-431-0001-000-2
Location:	South of the Okeechobee Road commercial service area, to the east of the Avalon Crossings Planned Development, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road
Jurisdiction:	City of Fort Pierce, FL
Future Land Use	Existing: General Commercial (GC)
Future Land Use	Proposed: Medium Density Residential (6.5 – 12 units per acre)
Zoning District	Existing: General Commercial (C-3)
Zoning District:	Proposed: Planned Development (PD)

Proposed Zoning Atlas Map Consistency

In consideration of the appropriate Future Land Use and Zoning for the site, a review of compatibility of the surrounding land uses was necessary. Table 2 provides the Future Land Use and Zoning and current uses of those properties.

Table 2: Site and Surrounding Land Uses

	Site	North	South	East	West
Future Land Use	General Commercial (GC)	General Commercial (GC)	Medium Density Residential (RM)	Medium Density Residential (RM) and General Commercial (GC)	Interstate-95
Zoning	General Commercial (C-3)	General Commercial (C-3)	Medium Density Residential (R-4)	Residential Single Family (E-3), Single-family Intermediate Residential (R-2), and Planned Development (PD)	Interstate-95
Current Use	Vacant	Vacant	Viva West – Approved 222-unit rental community	Avalon Crossing PUD, Vehicle Storage, St Peter Evangelical Lutheran Church	Interstate-95

Consistency with Existing Character

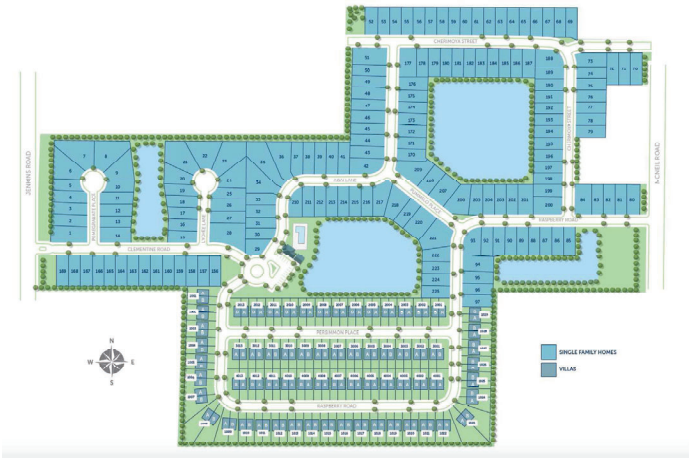
The trend of development in this area is toward providing much-needed residential development close to excellent commuting access on I-95 and the Turnpike, and walkable access to neighborhood services and retail at the intersection of Okeechobee and Jenkins Road. Within the past five (5) years, residential development plans have been approved directly to the east (Avalon Crossing single family Planned Development) and to the south (Viva West residential R-4 rental community.) Much of Avalon Crossing has been constructed, demonstrating buyer demand for housing in this area.

As both Avalon Crossing and Viva West carry a Medium Density Residential (RM) designation allowing for between 6.5 and 12 units per acre. Therefore, a Planned Development at a density of 5 units per acre is proposed for this adjacent site, consistent with recent neighboring development to the east and south.

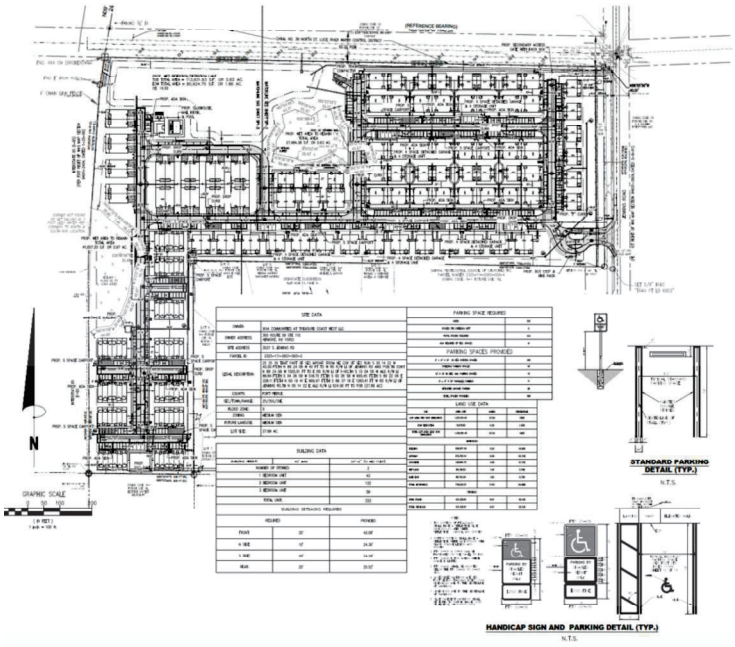
These two (2) residential developments within the vicinity of the subject site were approved through different processes and standards: one a PD, and the other, under the R-4 Zoning District regulations. More specifically, in January 2024, the Fort Pierce City Commission approved the Viva West Rental Community consisting of 222 rental units. Villa West will consist of one-bedroom, two-bedroom and three-bedroom duplexes as well as two-bedroom row houses. Viva East is the sister project to Viva West. Both communities will share access to amenities such as a fitness center, business lodge, community room, catering kitchen, pet spa, outdoor grilling areas and more. The architecture for this project is based on the Florida Cracker style.

The Avalon Crossing site consists of approximately 74.2 acres with a Future Land Use designation of RM and a compatible zoning classification of PD. It was constructed in two (2) phases, with the first phase approved on October 7, 2019, and the latter on August 15, 2022.

Avalon Crossings Planned Development



Viva West Residential Development



Proposed Planned Development Standards

	Lot Type A	Lot Type B	Lot Type C
Lot Area	5500 - 6490	4400 - 5390	3300 - 4290
Depth	110	110	110
Width	50'-59'	40'-49'	30'-39'
Lot Coverage	55%	55%	50%
Setbacks			
Front	20	20	20
Side	3	3	3
Side Corner	N/A	N/A	N/A
Rear	10	10	10
Building Separation	6'	6'	6'

Rights of Way	
Entry	
Boulevard	70'
Interior Streets	40'
Pavement Lane Width	
Entry	
Boulevard	12'
Interior Streets	10'
Block Length (Max.)	1,400'
Curb Type	Valley Gutter
Sidewalks	5'
Entry	
Boulevard	Both sides of street
Interior Streets	One side of street

Accessory uses allowed in rear/side setback

AC
Fences
Patios
Pool
Screen enclosure
Roof overhangs
Exterior Gas Water Heaters

Open Space

All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Landscape Standards

Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - *Landscaping design standards for single- & two-family residential structures.*

The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*

The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*

The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). – *Maintenance of landscaping.*

The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:

A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod,

ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

Increased Size of Code Required Trees:
Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was

specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this ___day of _____, 2024, (the "**Effective Date**") by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the "**Applicant**"), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, the Applicant is currently under contract to purchase, and intends to develop, certain real property within the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "A"** (the "**Property**"); and

WHEREAS, the current owner of the Property is CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company; and

WHEREAS, the requirements for development of the Property are specified by the Code of Ordinances of Fort Pierce, Florida (the "**Code**"); and

WHEREAS, the Property consists of two parcels totaling 49.92 acres. The parcels have a Future Land Use designation of General Commercial (GC) with a zoning designation as General Commercial (C-3). An application to amend the Future Land Use Map to Medium Density Residential (RM) and to modify the zoning of the Property to Planned Development (PD) is under review by the City of Fort Pierce; and

WHEREAS, the Applicant is proposing a 250-lot single family home Planned Development ("**PD**") community with associated amenities at 2721 S. Jenkins Road (the "**Project**"). The Project is located just south of the Okeechobee Road commercial service area between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road; and

WHEREAS, Section 125-212 (a) of the Code allows that a PD may allow uses and design concepts which are not specifically otherwise permitted in standard zoning districts, and § 125-212 (c)(10) of the Code provides that the specific development standards of the PD district are contained in the approved development documents for each planned development; and

WHEREAS, §125-212 (f) of the Code requires that the Applicant enter into this Agreement with the City as a condition of approval of the Project.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are hereby affirmed as being true and correct and are incorporated herein by reference.

2. Duration of Agreement. This Agreement shall be effective, shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of five (5) years from the Effective Date hereof (the "**Expiration Date**"). The Expiration Date shall be extended for a period of five (5) years after receiving any future approval by the Board of City Commissioners (the "**Board**") at a public hearing, unless an instrument has been recorded agreeing to release, amend or modify this Agreement in whole, or in part, as provided below. The foregoing notwithstanding, if the expiration date of any development approvals associated with this Agreement or with the Project are ever extended to a date that is later than the Expiration Date, the Expiration Date shall automatically extend to that later date. A proposed timeline of development is specified on **Exhibit "B"**, attached hereto and by this reference incorporated herein (the "**Development Timeline**").

3. Phasing Requirements. The Development shall be constructed in one (1) Phase.

4. Development Requirements for the Project. The Project shall conform to the following requirements:

A. Development Standards. Pursuant to Section 125-212 (c), the proposed landscaping and development standards specified in **Exhibit "C"**, attached hereto and by this reference incorporated herein (the "**Development Standards**") shall govern the development of the Property.

B. Entrances and Internal Road Network. Access to the site shall be provided from South Jenkins Road. The interior of the site is designed with a grid network of streets to minimize lots directly adjacent to I-95.

C. Drainage. The site features creative use of stormwater facilities as water-cleansing passive recreation areas and for natural vistas.

D. Utilities. The Project will contain the following utility infrastructure:

i. Water Distribution and Service lines,
ii. Wastewater Collection and Service lines,
iii. Lift Station and related equipment,
iv. Paving and
v. Stormwater Retention and Detention.

E. Public Benefit.

i. Low Density. If adopted, the RM Future Land Use permits density of between 6.5 – 12 units per acre. The proposed 250 lot development (5 dwelling units per acre) is substantially less dense than the 599 units permitted under the RM Future Land Use. Therefore, this development proposal is a significant decrease in density.

ii. Visual Appeal from I-95. Additionally, the site will contain a "pocket park" at the southwest corner of the property containing a sculptural art installation to be coordinated with a Call for Art, to be managed by the St. Lucie Cultural Alliance. The resulting art installation will serve as a welcome to visitors and residents to Fort Pierce.

5. Public Facilities that will Service the Development.

A. Water/Wastewater: Fort Pierce Water and Sewer Authority (FPUA) shall provide **w**ater and Wastewater to the Project with water and sewer available to provide for the Project.

B. Road Infrastructure: South Jenkins Road (County Road 611) provides access to the site.

C. **Drainage:** The Project is located within the jurisdiction of the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD).

D. Local School District. St. Lucie Public Schools serve this location with capacity to serve the anticipated needs of the Project.

6. Adopted Landscape Standards. The Project shall comply with all requirements of Sec. 123-37. (1) (Requirements for Plant Materials), Sec. 123-37. (11) (Installation of Landscaping), and Sec. 123-37. (12) (Maintenance of Landscaping).

7. Tree Mitigation and Replacement Standards

A. Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection

All sections under **Chapter 123, Article III – Tree Protection** shall be applicable.

As part of the Project, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide additional methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

i. the planting of larger trees,
ii. the creation of native habitat,
iii. enhanced stormwater treatment systems,

iv. minimizing sod areas which reduces watering, fertilizer and maintenance requirements, and
v. reduction in long term irrigation needs.

The following may be implemented in all common areas of the Project:

Increased Size of Code Required Trees:
Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:
Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

8. **Description of Local Development Permits Required for the Development**. The Development shall require the following local development permits:

A. Engineering approval.
B. Ft. Pierce Building Permit.
C. South Florida Water Management District:
  i. Consumptive Water Use Permit.
  ii. Environmental Resource Permit.
D. Fort Pierce Utility Authority permitting (as required).
E. Florida Department of Environmental Protection permitting (as required).
F. Other permits as required.

9. **Project Compliance.** By entering into this Agreement, the Board finds that the Project is consistent with the City's comprehensive plan and land development code. Any failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Attached hereto as **Exhibit "D"** is a list of any conditions, terms, restrictions, or other requirements determined by the Board for the public health, safety, or welfare of its citizens.

10. **Compliance with Project Documents.** Pursuant to the intent of § 125-212 (c), wherever and to the extent possible any development guidelines not specifically addressed herein shall be in

conformance with the site plan and other documents specific to the Project as approved by the Board (the "**Project Documents**"). In the event of any conflict between the Code and the Project Documents, the Project Documents, including this Agreement, shall govern.

11. Destruction. In the event that all or a portion of the Development should be destroyed by a storm, fire, or other common disaster, Applicant, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and development orders.

12. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Board and the Applicant, provided that such modification, amendment, or release has been approved by the Board after public hearing. Notwithstanding anything contained hereinto the contrary, Applicant, its successors in interest and the Board may amend or terminate this Agreement without securing the consent of other property owners whose property is affected by this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

13. Governing Law. This Agreement and the construction and enforcement thereof shall be interpreted under the laws of the State of Florida. The parties hereto agree without reservation of any rights under federal or state law, that in any litigation arising under this Agreement, the parties hereto waive the right to trial before a jury and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

14. Successors and Assigns. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives, successors and assigns of the Applicant and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Applicant from any term, condition, obligation or duties set out in this Agreement.

15. Notice. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; (iv) mailed by regular U.S. mail; or (v) sent by electronic mail (Email). For purposes of notice, the addressees are as follows:

APPLICANT:

Pulte Home Company, LLC
1475 Centrepark Blvd., Suite 140
West Palm Beach, Florida 33401
Attn: Brent Baker, Division President – Southeast Florida Division
Telephone: (561) 206-1405
Email: Brent.Baker@PulteGroup.com

With a copy to:

DEAN, MEAD, MINTON & MOORE
Attn: Dennis Corrick, Esq.
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
Ldobbins@deanmead.com
Lwellmeier@deanmead.com

CITY:

City of Ft. Pierce
Attn: Linda Cox, City Manager
100 N US Hwy 1
Fort Pierce, FL 34950
lcox@cityoffortpierce.com

With a copy to:

City of Ft. Pierce
Attn: Sara Hedges, City Attorney
100 N US Hwy 1
Fort Pierce, FL 34950
Shedges@cityoffortpierce.com

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

16. **Entire Agreement.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

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

18. **Rights of Assignment to Lender**. All rights of the Applicant hereunder may be collaterally assigned to any lender for the Property as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Applicant hereunder.

19. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

APPLICANT

PULTE HOME COMPANY, LLC,
a Michigan liability company

By:_____
Printed Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2024, by _____, as _____ of Pulte Home Company, LLC, on behalf of said company. Said person is (check one) □ personally known to me, □ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or □ produced other identification, to wit:_____.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

CITY OF FT. PIERCE

ATTEST: BOARD OF CITY COMMISSIONERS
CITY OF FT. PIERCE, FLORIDA

_____ By: _____
City Mayor Print

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Easterly of the Easterly right-of-way of 1-95, Less the North 296 feet of the East 860.50 feet thereof, and Less the East 40 feet thereof and Less the South 52 feet thereof. Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Easterly of the Easterly right-of-way line of 1-95, Less the North 296 feet of the East 860.50 feet thereof, and Less the East 40 feet thereof, and Less the South 626.36 feet thereof, Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1 /2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, Less and Excepting therefrom the East 40 feet thereof as right-of-way for Jenkins Road, Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691 all lying and being in St. Lucie County, Florida.

EXHIBIT B

DEVELOPMENT TIMELINE

Approvals…….	Anticipated July of 2025
Infrastructure Construction……...	September 2025 – October 2026
Home Construction……	June 2026 – December 2029

EXHIBIT C

DEVELOPMENT STANDARDS

	Lot Type A	Lot Type B	Lot Type C
Lot Area	5500 - 6490	4400 - 5390	3300 - 4290
Depth	110	110	110
Width	50'-59'	40'-49'	30'-39'
Lot Coverage	55%	55%	50%
Setbacks			
Front	20	20	20
Side	3	3	3
Side Corner	N/A	N/A	N/A
Rear	10	10	10
Building Separation	6'	6'	6'

Rights of Way	
Entry Boulevard	70'
Interior Streets	40'
Pavement Lane Width	
Entry Boulevard	12'
Interior Streets	10'
Block Length (Max.)	1,400'
Curb Type	Valley Gutter
Sidewalks	5'
Entry Boulevard	Both sides of street
Interior Streets	One side of street

Accessory uses allowed in rear/side setback

AC

Fences

Patios
Pool
Screen enclosure
Roof overhangs
Exterior Gas Water Heaters

Open Space
All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

EXHIBIT D
[CONDITIONS OF DEVELOPMENT]

TMC Traffic & Mobility CONSULTANTS

Formerly O'Rourke Engineering & Planning

August 4, 2025

Kori Benton, AICP.
Planning Manager
St. Lucie County Planning & Development Services
2300 Virginia Avenue
Fort Pierce, FL 34982

Re: Cornerstone Pulte
Response to Traffic Impact Analysis Comments
TMC Project № 24277.01.03
St. Lucie County, Florida

Dear Kori Benton,

Please find below our responses to the review comments prepared by St. Lucie County Public Works dated June 27 and July 17, 2025 regarding the above-referenced Traffic Impact Analysis dated June 13, 2025. The comments are listed in **bold** typeface, and the TMC responses follow in *italic* typeface.

1. **The conclusion states the following: "Per FDOT requirements, a northbound left-turn lane and a southbound right-turn lane will be required at the project driveways. A signal warrant analysis is being prepared under separate cover to determine the need for signalization at Driveway 1 and Jenkins Road.". Please provide the signal warrant analysis for the signalization of Jenkins at Driveway 1.**

   Response: The Signal Warrant is provided under separate cover.

2. **The response to comment no. 2 on the signalization information to be included in Appendix B of the report. Appendix B provides the TPO 2025 LOS and ADT, AM, and PM counts. Where is the signalization information for intersection Jenkins at Edwards?**

   Response: The approval conditions for the Viva East/Viva West project, as approved by the City of Fort Pierce, are included as the last two pages in Appendix B (pages 30 and 31 of the pdf). As a required condition of the Viva East/Viva West development, "The intersection of Edwards Road and Jenkins Road shall be signalized within six (6) months of the issuance of the 100th certificate of capacity (CO) at Viva East or the 100th certificate of capacity (CO) at Viva West which is stated to share amenities between developments, whichever occurs first.".

3. **Table 3a and 3b has improved capacity in place with failed background year?**

   Response: Based on the St. Lucie TPO Standardized Transportation Impact Studies (TIS) Methodology and Procedures, the Future Buildout Scenario includes mitigation improvements identified in the Future Background Scenario to restore a facility to its adopted level of service standard. At the request of the third-party reviewer, the improved capacity was added to Tables 3a and 3b.

4. **Table 3a and 3b shows improve capacity of four lane widening for Jenkins Rd by buildout 2027 which is questionable since it is currently in the PD&E study.**

   Response: Based on the St. Lucie TPO Standardized Transportation Impact Studies (TIS) Methodology and Procedures, the Future Buildout Scenario includes mitigation improvements identified in the Future Background Scenario to restore a facility to its adopted level of service standard.

5. **Please provide the calculations for the analysis shown in Table 3a and 3b.**

   *Response: Existing volumes were obtained from the 2024 St. Lucie TPO Traffic Counts and Level of Service Report. Peak directions utilized the published number, off-peak directions were calculated by applying the D-Factor (published number/peak direction D-Factor*Off-Peak D-Factor). Example: Jenkins Road SB AM = (729/0.51)*0.49 = 700. Background Traffic was determined using the higher of the historical growth rate of 4.94% or 1% + Committed. Compounded Growth was applied for 3 years for both the historical and 1% calculation. Example: Jenkins Road NB AM = 729*1.0494^3 = 842 (historical) or 729*1.01^3 + 169 = 920 (1% + Committed). Project Traffic is then added to the higher of the background calculations to determine Buildout Traffic.*

6. **Appendix D provides the Synchro LOS analysis for the AM and PM intersection, so provide signal timing sheet and cycle length for Jenkins at Edward?**

   Response: The intersection of Jenkins Road & Edwards Road is not currently signalized, therefore, a signal timing sheet for this intersection is not available. The proposed signal timing used in the analysis consisted of an actuated uncoordinated phasing plan.

7. **Please provide the signal warrant analysis to back-up the previous study for the traffic signal and the added SB left turn and WB right turn.**

   Response: The City of Fort Pierce required the signalization of the intersection with the approval of the Viva East project; the approval conditions are included as the last two pages in Appendix B.

8. **On page 9, the study states the intersection will operate following:**
   - **Background year: LOS D for AM and LOS B for PM**
   - **Buildout year 2027: LOS C for AM and LOS B for PM**
   - **Explain how the AM getting better with added project trips from LOS D to C.**

   Response: The overall results show a better LOS due to Synchro assigning more of the available time to the Westbound movement. This decrease in delay for the westbound movement brings the overall results down, as the westbound movement has a high number of vehicles. Both Background and Buildout scenarios use the same maximum green time, yellow time, and red time. As shown in Table 4, the delay for the Westbound movements decrease, but the Northbound and Southbound movements increase.

9. **In the Synchro analysis, variations are shown in the valves for: Capacity VPH, Heavy truck % and Peak hour factor, causing the following:**
   - **Synchro Background Analysis: LOS C for AM and LOS B for PM**
   - **Synchro Buildout Analysis: LOS B for AM and LOS B for PM**
   - **Explain why is the AM getting better with added project trips from LOS C to B.**

   Response: The Heavy Vehicle % and Peak Hour Factors are different for the AM and PM peak hours. The Background and Buildout Analyses for the AM peak hour use the same Heavy Vehicle % and Peak Hour Factor. The capacity VPH is calculated by Synchro based on the available green time. As this intersection is not proposed to use a coordinated timing plan, Synchro assigns available green time to the movements based on the maximum green time and vehicle demand. The overall results show a better LOS due to Synchro assigning more of the available time to the Westbound movement. This decrease in delay for the westbound movement brings the overall results down, as the westbound movement has a high number of vehicles. Both Background and Buildout scenarios use the same maximum green time, yellow time, and red time. As shown in Table 4, the delay for the Westbound movements decrease, but the Northbound and Southbound movements increase.

10. **The Synchro analysis presented appears to warrant review of the planned signal timing and clarification of the analysis.**

    Response: The proposed signal timing utilizes an uncoordinated timing plan with maximum green times. The available green time varies based on demand. With the increased demand for the westbound movements, more green time is being assigned to the westbound movement in the buildout scenario.

END OF COMMENTS

Additionally, St. Lucie County's third-party reviewer issued a *Final Review of Traffic Impact Analysis* on July 15, 2025 confirming the traffic impact analysis results and need for a separate signal warrant analysis with no further comments. We trust these responses and the additional analyses adequately address the review comments. We remain available to discuss this matter further or to answer any questions you may have.

Kind regards,

TRAFFIC & MOBILITY CONSULTANTS LLC

James L Kemp, PE
Traffic Engineer

Phasing Description

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 :

WILL INCLUDE THE LOTS AND INFRASTRUCTURE WITHIN THE CENTRAL PORTION OF THE SITE AND THE SOUTH & NORTH ENTRANCES TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHASE 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES SUCH AS TEE TURN AROUNDS WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WITH THE APPROPRIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUB-PHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2:

WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE . ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

Legend

M Model Home Lots (161, 162, 163)

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Pulte Cornerstone

Florida

City of Fort Pierce
PD Phasing Plan

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Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-13-2025
Revision Dates	09-02-2025
	10-21-2025

PH-1

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

units, or which would provide sites for 2,500 or more housing units.

(c) When the environmental concerns of one or more Federal authorities cited in §50.4 will be affected by the proposal, the cumulative impact of all such effects should be assessed to determine whether an EIS is required. Where all of the affected authorities provide alternative procedures for resolution, those procedures should be used in lieu of an EIS.

§50.43 Emergencies.

In cases of national emergency and disasters or cases of imminent threat to health and safety or other emergency which require the taking of an action with significant environmental impact, the provisions of 40 CFR 1506.11 and of any applicable §50.4 authorities which provide for emergencies shall apply.

PART 51—ENVIRONMENTAL CRITERIA AND STANDARDS

Subpart A—General Provisions

Sec.

51.1 Purpose.
51.2 Authority.
51.3 Responsibilities.
51.4 Program coverage.

Subpart B—Noise Abatement and Control

51.100 Purpose and authority.
51.101 General policy.
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APPENDIX I TO SUBPART B OF PART 51—DEFINITION OF ACOUSTICAL QUANTITIES

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51.200 Purpose.
51.201 Definitions.
51.202 Approval of HUD-assisted projects.
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APPENDIX I TO SUBPART C OF PART 51—SPECIFIC HAZARDOUS SUBSTANCES
APPENDIX II TO SUBPART C OF PART 51—DEVELOPMENT OF STANDARDS; CALCULATION METHODS

Subpart D—Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields

51.300 Purpose.
51.301 Definitions.
51.302 Coverage.
51.303 General policy.
51.304 Responsibilities.
51.305 Implementation.

AUTHORITY: 42 U.S.C. 3535(d), unless otherwise noted.

SOURCE: 44 FR 40861, July 12, 1979, unless otherwise noted.

Subpart A—General Provisions

§51.1 Purpose.

The Department of Housing and Urban Development is providing program Assistant Secretaries and administrators and field offices with environmental standards, criteria and guidelines for determining project acceptability and necessary mitigating measures to insure that activities assisted by the Department achieve the goal of a suitable living environment.

§51.2 Authority.

This part implements the Department's responsibilities under: The National Housing Act (12 U.S.C. 1701 *et seq.*); sec. 2 of the Housing Act of 1949 (42 U.S.C. 1441); secs. 2 and 7(d) of the Department of Housing and Urban Development Act (42 U.S.C. 3531 and 3535(d)); the National Environmental Policy Act of 1969 (42 U.S.C. 4321); and the other statutes that are referred to in this part.

[61 FR 13333, Mar. 26, 1996]

§51.3 Responsibilities.

The Assistant Secretary for Community Planning and Development is responsible for administering HUD's environmental criteria and standards as set forth in this part. The Assistant Secretary for Community Planning and Development may be assisted by HUD officials in implementing the responsibilities established by this part. HUD

will identify these HUD officials and their specific responsibilities through FEDERAL REGISTER notice.

[61 FR 13333, Mar. 26, 1996]

§ 51.4 Program coverage.

Environmental standards shall apply to all HUD actions except where special provisions and exemptions are contained in each subpart.

Subpart B—Noise Abatement and Control

§ 51.100 Purpose and authority.

(a) It is the purpose of this subpart B to:

(1) Call attention to the threat of noise pollution;

(2) Encourage the control of noise at its source in cooperation with other Federal departments and agencies;

(3) Encourage land use patterns for housing and other noise sensitive urban needs that will provide a suitable separation between them and major noise sources;

(4) Generally prohibit HUD support for new construction of noise sensitive uses on sites having unacceptable noise exposure;

(5) Provide policy on the use of structural and other noise attenuation measures where needed; and

(6) Provide policy to guide implementation of various HUD programs.

(b) *Authority.* Specific authorities for noise abatement and control are contained in the Noise Control Act of 1972, as amended (42 U.S.C. 4901 *et seq.*); and the General Services Administration, Federal Management Circular 75–2; *Compatible Land Uses at Federal Airfields.*

[44 FR 40861, July 12, 1979, as amended at 61 FR 13333, Mar. 26, 1996]

§ 51.101 General policy.

(a) It is HUD's general policy to provide minimum national standards applicable to HUD programs to protect citizens against excessive noise in their communities and places of residence.

(1) *Planning assistance.* HUD requires that grantees give adequate consideration to noise exposures and sources of noise as an integral part of the urban environment when HUD assistance is provided for planning purposes, as follows:

(i) Particular emphasis shall be placed on the importance of compatible land use planning in relation to airports, highways and other sources of high noise.

(ii) Applicants shall take into consideration HUD environmental standards impacting the use of land.

(2) *Activities subject to 24 CFR part 58.* (i) Responsible entities under 24 CFR part 58 must take into consideration the noise criteria and standards in the environmental review process and consider ameliorative actions when noise sensitive land development is proposed in noise exposed areas. Responsible entities shall address deviations from the standards in their environmental reviews as required in 24 CFR part 58.

(ii) Where activities are planned in a noisy area, and HUD assistance is contemplated later for housing and/or other noise sensitive activities, the responsible entity risks denial of the HUD assistance unless the HUD standards are met.

(3) *HUD support for new construction.* HUD assistance for the construction of new noise sensitive uses is prohibited generally for projects with unacceptable noise exposures and is discouraged for projects with normally unacceptable noise exposure. (Standards of acceptability are contained in § 51.103(c).) This policy applies to all HUD programs providing assistance, subsidy or insurance for housing, manufactured home parks, nursing homes, hospitals, and all programs providing assistance or insurance for land development, redevelopment or any other provision of facilities and services which are directed to making land available for housing or noise sensitive development. The policy does not apply to research demonstration projects which do not result in new construction or reconstruction, flood insurance, interstate land sales egistration, or any action or emergency assistance under disaster assistance provisions or appropriations which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance that has the effect of restoring facilities substantially as they existed prior to the disaster.

(4) *HUD support for existing construction.* Noise exposure by itself will not result in the denial of HUD support for the resale and purchase of otherwise acceptable existing buildings. However, environmental noise is a marketability factor which HUD will consider in determining the amount of insurance or other assistance that may be given.

(5) *HUD support of modernization and rehabilitation.* For modernization projects located in all noise exposed areas, HUD shall encourage noise attenuation features in alterations. For major or substantial rehabilitation projects in the Normally Unacceptable and Unacceptable noise zones, HUD actively shall seek to have project sponsors incorporate noise attenuation features, given the extent and nature of the rehabilitation being undertaken and the level or exterior noise exposure. In Unacceptable noise zones, HUD shall strongly encourage conversion of noise-exposed sites to land uses compatible with the high noise levels.

(6) *Research, guidance and publications.* HUD shall maintain a continuing program designed to provide new knowledge of noise abatement and control to public and private bodies, to develop improved methods for anticipating noise encroachment, to develop noise abatement measures through land use and building construction practices, and to foster better understanding of the consequences of noise. It shall be HUD's policy to issue guidance documents periodically to assist HUD personnel in assigning an acceptability category to projects in accordance with noise exposure standards, in evaluating noise attenuation measures, and in advising local agencies about noise abatement strategies. The guidance documents shall be updated periodically in accordance with advances in the state-of-the-art.

(7) *Construction equipment, building equipment and appliances.* HUD shall encourage the use of quieter construction equipment and methods in population centers, the use of quieter equipment and appliances in buildings, and the use of appropriate noise abatement techniques in the design of residential structures with potential noise problems.

(8) *Exterior noise goals.* It is a HUD goal that exterior noise levels do not exceed a day-night average sound level of 55 decibels. This level is recommended by the Environmental Protection Agency as a goal for outdoors in residential areas. The levels recommended by EPA are not standards and do not take into account cost or feasibility. For the purposes of this regulation and to meet other program objectives, sites with a day-night average sound level of 65 and below are acceptable and are allowable (see Standards in §51.103(c)).

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

(10) *Acoustical privacy in multifamily buildings.* HUD shall require the use of building design and acoustical treatment to afford acoustical privacy in multifamily buildings pursuant to requirements of the Minimum Property Standards.

[44 FR 40861, July 12, 1979, as amended at 50 FR 9268, Mar. 7, 1985; 61 FR 13333, Mar. 26, 1996]

§51.102 Responsibilities.

(a) *Surveillance of noise problem areas.* Appropriate field staff shall maintain surveillance of potential noise problem areas and advise local officials, developers, and planning groups of the unacceptability of sites because of noise exposure at the earliest possible time in the decision process. Every attempt shall be made to insure that applicants' site choices are consistent with the policy and standards contained herein.

(b) *Notice to applicants.* At the earliest possible stage, HUD program staff shall:

(1) Determine the suitability of the acoustical environment of proposed projects;

(2) Notify applicants of any adverse or questionable situations; and

(3) Assure that prospective applicants are apprised of the standards contained

herein so that future site choices will be consistent with these standards.

(c) *Interdepartmental coordination.* HUD shall foster appropriate coordination between field offices and other departments and agencies, particularly the Environmental Protection Agency, the Department of Transportation, Department of Defense representatives, and the Department of Veterans Affairs. HUD staff shall utilize the acceptability standards in commenting on the prospective impacts of transportation facilities and other noise generators in the Environmental Impact Statement review process.

[44 FR 40861, July 12, 1979, as amended at 54 FR 39525, Sept. 27, 1989; 61 FR 13333, Mar. 26, 1996]

§ 51.103 Criteria and standards.

These standards apply to all programs as indicated in § 51.101.

(a) *Measure of external noise environments.* The magnitude of the external noise environment at a site is determined by the value of the day-night average sound level produced as the result of the accumulation of noise from all sources contributing to the external noise environment at the site. Day-night average sound level, abbreviated as DNL and symbolized as L_{dn}, is the 24-hour average sound level, in decibels, obtained after addition of 10 decibels to sound levels in the night from 10 p.m. to 7 a.m. Mathematical expressions for average sound level and day-night average sound level are stated in the Appendix I to this subpart.

(b) *Loud impulsive sounds.* On an interim basis, when loud impulsive sounds, such as explosions or sonic booms, are experienced at a site, the day-night average sound level produced by the loud impulsive sounds alone shall have 8 decibels added to it in assessing the acceptability of the site (see appendix I to this subpart). Alternatively, the C-weighted day-night average sound level (L_{Cdn}) may be used without the 8 decibel addition, as indicated in § 51.106(a)(3). Methods for assessing the contribution of loud impulsive sounds to day-night average sound level at a site and mathematical expressions for determining whether a sound is classed as ''loud impulsive'' are provided in the appendix I to this subpart.

(c) *Exterior standards.* (1) The degree of acceptability of the noise environment at a site is determined by the sound levels external to buildings or other facilities containing noise sensitive uses. The standards shall usually apply at a location 2 meters (6.5 feet) from the building housing noise sensitive activities in the direction of the predominant noise source. Where the building location is undetermined, the standards shall apply 2 meters (6.5 feet) from the building setback line nearest to the predominant noise source. The standards shall also apply at other locations where it is determined that quiet outdoor space is required in an area ancillary to the principal use on the site.

(2) The noise environment inside a building is considered acceptable if: (i) The noise environment external to the building complies with these standards, and (ii) the building is constructed in a manner common to the area or, if of uncommon construction, has at least the equivalent noise attenuation characteristics.

SITE ACCEPTABILITY STANDARDS

	Day-night average sound level (in decibels)	Special approvals and requirements
Acceptable	Not exceeding 65 dB(1)	None.
Normally Unacceptable	Above 65 dB but not exceeding 75 dB	Special Approvals (2) Environmental Review (3). Attenuation (4).
Unacceptable	Above 75 dB	Special Approvals (2). Environmental Review (3). Attenuation (5).

Notes: (1) Acceptable threshold may be shifted to 70 dB in special circumstances pursuant to § 51.105(a).
(2) See § 51.104(b) for requirements.
(3) See § 51.104(b) for requirements.
(4) 5 dB additional attenuation required for sites above 65 dB but not exceeding 70 dB and 10 dB additional attenuation required for sites above 70 dB but not exceeding 75 dB. (See § 51.104(a).)
(5) Attenuation measures to be submitted to the Assistant Secretary for CPD for approval on a case-by-case basis.

[44 FR 40861, July 12, 1979, as amended at 49 FR 12214, Mar. 29, 1984]

§51.104 Special requirements.

(a)(1) *Noise attenuation.* Noise attenuation measures are those required in addition to attenuation provided by buildings as commonly constructed in the area, and requiring open windows for ventilation. Measures that reduce external noise at a site shall be used wherever practicable in preference to the incorporation of additional noise attenuation in buildings. Building designs and construction techniques that provide more noise attenuation than typical construction may be employed also to meet the noise attenuation requirements.

(2) *Normally unacceptable noise zones and unacceptable noise zones.* Approvals in Normally Unacceptable Noise Zones require a minimum of 5 decibels additional sound attenuation for buildings having noise-sensitive uses if the day-night average sound level is greater than 65 decibels but does not exceed 70 decibels, or a minimum of 10 decibels of additional sound attenuation if the day-night average sound level is greater than 70 decibels but does not exceed 75 decibels. Noise attenuation measures in Unacceptable Noise Zones require the approval of the Assistant Secretary for Community Planning and Development, or the Certifying Officer for activities subject to 24 CFR part 58. (See §51.104(b)(2).)

(b) *Environmental review requirements.* Environmental reviews shall be conducted pursuant to the requirements of 24 CFR parts 50 and 58, as applicable, or other environmental regulations issued by the Department. These requirements are hereby modified for all projects proposed in the Normally Unacceptable and Unacceptable noise exposure zones as follows:

(1) *Normally unacceptable noise zone.* (i) All projects located in the Normally Unacceptable Noise Zone require a Special Environmental Clearance except an EIS is required for a proposed project located in a largely undeveloped area, or where the HUD action is likely to encourage the establishment of incompatible land use in this noise zone.

(ii) When an EIS is required, the concurrence of the Program Assistant Secretary is also required before a project can be approved. For the purposes of this paragraph, an area will be considered as largely undeveloped unless the area within a 2-mile radius of the project boundary is more than 50 percent developed for urban uses and infrastructure (particularly water and sewers) is available and has capacity to serve the project.

(iii) All other projects in the Normally Unacceptable zone require a Special Environmental Clearance, except where an EIS is required for other reasons pursuant to HUD environmental policies.

(2) *Unacceptable noise zone.* An EIS is required prior to the approval of projects with unacceptable noise exposure. Projects in or partially in an Unacceptable Noise Zone shall be submitted to the Assistant Secretary for Community Planning and Development, or the Certifying Officer for activities subject to 24 CFR part 58, for approval. The Assistant Secretary or the Certifying Officer may waive the EIS requirement in cases where noise is the only environmental issue and no outdoor noise sensitive activity will take place on the site. In such cases, an environmental review shall be made pursuant to the requirements of 24 CFR parts 50 or 58, as appropriate.

[44 FR 40861, July 12, 1979, as amended at 61 FR 13333, Mar. 26, 1996]

§51.105 Exceptions.

(a) *Flexibility for non-acoustic benefits.* Where it is determined that program objectives cannot be achieved on sites meeting the acceptability standard of 65 decibels, the Acceptable Zone may be shifted to L_{dn} 70 on a case-by-case basis if all the following conditions are satisfied:

(1) The project does not require an Environmental Impact Statement under provisions of §51.104(b)(1) and noise is the only environmental issue.

(2) The project has received a Special Environmental Clearance and has received the concurrence of the Environmental Clearance Officer.

(3) The project meets other program goals to provide housing in proximity to employment, public facilities and transportation.

(4) The project is in conformance with local goals and maintains the character of the neighborhood.

(5) The project sponsor has set forth reasons, acceptable to HUD, as to why the noise attenuation measures that would normally be required for new construction in the L_{dn} 65 to L_{dn} 70 zone cannot be met.

(6) Other sites which are not exposed to noise above L_{dn} 65 and which meet program objectives are generally not available.

The above factors shall be documented and made part of the project file.

[44 FR 40861, July 12, 1979, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.106 Implementation.

(a) *Use of available data.* HUD field staff shall make maximum use of noise data prepared by others when such data are determined to be current and adequately projected into the future and are in terms of the following:

(1) *Sites in the vicinity of airports.* The noise environment around airports is described sometimes in terms of Noise Exposure Forecasts, abbreviated as NEF or, in the State of California, as Community Noise Equivalent Level, abbreviated as CNEL. The noise environment for sites in the vicinity of airports for which day-night average sound level data are not available may be evaluated from NEF or CNEL analyses using the following conversions to DNL:

DNL ≈ NEF + 35
DNL ≈ CNEL

(2) *Sites in the vicinity of highways.* Highway projects receiving Federal aid are subject to noise analyses under the procedures of the Federal Highway Administration. Where such analyses are available they may be used to assess sites subject to the requirements of this standard. The Federal Highway Administration employs two alternate sound level descriptors: (i) The A-weighted sound level not exceeded more than 10 percent of the time for the highway design hour traffic flow, symbolized as L_{10}; or (ii) the equivalent sound level for the design hour, symbolized as L_{eq}. The day-night average sound level may be estimated from the design hour L_{10} or L_{eq} values by the following relationships, provided heavy trucks do not exceed 10 percent of the total traffic flow in vehicles per 24 hours and the traffic flow between 10 p.m. and 7 a.m. does not exceed 15 percent of the average daily traffic flow in vehicles per 24 hours:

DNL ≈ L_{10} (design hour)—3 decibels
DNL ≈ L_{eq} (design hour) decibels

Where the auto/truck mix and time of day relationships as stated in this section do not exist, the HUD Noise Assessment Guidelines or other noise analysis shall be used.

(3) *Sites in the vicinity of installations producing loud impulsive sounds.* Certain Department of Defense installations produce loud impulsive sounds from artillery firing and bombing practice ranges. Noise analyses for these facilities sometimes encompass sites that may be subject to the requirements of this standard. Where such analyses are available they may be used on an interim basis to establish the acceptability of sites under this standard. The Department of Defense uses day-night average sound level based on C-weighted sound level, symbolized L_{Cdn}, for the analysis of loud impulsive sounds. Where such analyses are provided, the 8 decibel addition specified in § 51.103(b), is not required, and the same numerical values of day-night average sound level used on an interim basis to determine site suitability for non-impulsive sounds apply to the L_{Cdn}.

(4) *Use of areawide acoustical data.* HUD encourages the preparation and use of areawide acoustical information, such as noise contours for airports. Where such new or revised contours become available for airports (civil or military) and military installations they shall first be referred to the HUD State Office (Environmental Officer) for review, evaluation and decision on appropriateness for use by HUD. The HUD State Office shall submit revised contours to the Assistant Secretary for Community Planning and Development for review, evaluation and decision whenever the area affected is changed by 20 percent or more, or whenever it is

determined that the new contours will have a significant effect on HUD programs, or whenever the contours are not provided in a methodology acceptable under §51.106(a)(1) or in other cases where the HUD State Office determines that Headquarters review is warranted. For other areawide acoustical data, review is required only where existing areawide data are being utilized and where such data have been changed to reflect changes in the measurement methodology or underlying noise source assumptions. Requests for determination on usage of new or revised areawide data shall include the following:

(i) Maps showing old, if applicable, and new noise contours, along with brief description of data source and methodology.

(ii) Impact on existing and prospective urbanized areas and on development activity.

(iii) Impact on HUD-assisted projects currently in processing.

(iv) Impact on future HUD program activity. Where a field office has determined that immediate approval of new areawide data is necessary and warranted in limited geographic areas, the request for approval should state the circumstances warranting such approval. Actions on proposed projects shall not be undertaken while new areawide noise data are being considered for HUD use except where the proposed location is affected in the same manner under both the old and new noise data.

(b) *Site assessments.* Compliance with the standards contained in §51.103(c) shall, where necessary, be determined using noise assessment guidelines, handbooks, technical documents and procedures issued by the Department.

(c) *Variations in site noise levels.* In many instances the noise environment will vary across a site, with portions of the site being in an Acceptable noise environment and other portions in a Normally Unacceptable noise environment. The standards in §51.103(c) shall apply to the portions of a building or buildings used for residential purposes and for ancillary noise sensitive open spaces.

(d) *Noise measurements.* Where noise assessments result in a finding that the site is borderline or questionable, or is controversial, noise measurements may be performed. Where it is determined that noise measurements are required, such measurements will be conducted in accordance with methods and measurement criteria established by the Department. Locations for noise measurements will depend on the location of noise sensitive uses that are nearest to the predominant noise source (see §51.103(c)).

(e) *Projections of noise exposure.* In addition to assessing existing exposure, future conditions should be projected. To the extent possible, noise exposure shall be projected to be representative of conditions that are expected to exist at a time at least 10 years beyond the date of the project or action under review.

(f) *Reduction of site noise by use of berms and/or barriers.* If it is determined by adequate analysis that a berm and/or barrier will reduce noise at a housing site, and if the barrier is existing or there are assurances that it will be in place prior to occupancy, the environmental noise analysis for the site may reflect the benefits afforded by the berm and/or barrier. In the environmental review process under §51.104(b), the location height and design of the berm and/or barrier shall be evaluated to determine its effectiveness, and impact on design and aesthetic quality, circulation and other environmental factors.

[44 FR 40861, July 12, 1979, as amended at 61 FR 13334, Mar. 26, 1996]

APPENDIX I TO SUBPART B OF PART 51—DEFINITION OF ACOUSTICAL QUANTITIES

1. *Sound Level.* The quantity in decibels measured with an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4–1971. Fast time-averaging and A-frequency weighting are to be used, unless others are specified. The sound level meter with the A-weighting is progressively less sensitive to sounds of frequency below 1,000 hertz (cycles per second), somewhat as is the ear. With fast time averaging the sound level meter responds particularly to recent sounds almost as quickly as does the ear in judging the loudness of a sound.

2. *Average Sound Level.* Average sound level, in decibels, is the level of the mean-square A-weighted sound pressure during the

stated time period, with reference to the square of the standard reference sound pressure of 20 micropascals.

Day-night average sound level, abbreviated as DNL, and symbolized mathematically as L_{dn} is defined as:

$$L_{dn} = 10 \log_{10} \left[\frac{1}{86400} \left(\int_{0000}^{0700} 10^{[L_A(t)+10]/10} dt + \int_{0700}^{2200} 10^{L_A(t)/10} dt + \int_{2200}^{2400} 10^{[L_A(t)+10]/10} dt \right) \right]$$

Time t is in seconds, so the limits shown in hours and minutes are actually interpreted in seconds. $L_A(t)$ is the time varying value of A-weighted sound level, the quantity in decibels measured by an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4–1971.

3. *Loud Impulsive Sounds.* When loud impulsive sounds such as sonic booms or explosions are anticipated contributors to the noise environment at a site, the contribution to day-night average sound level produced by the loud impulsive sounds shall have 8 decibels added to it in assessing the acceptability of a site.

A loud impulsive sound is defined for the purpose of this regulation as one for which:

(i) The sound is definable as a discrete event wherein the sound level increases to a maximum and then decreases in a total time interval of approximately one second or less to the ambient background level that exists without the sound; and

(ii) The maximum sound level (obtained with slow averaging time and A-weighting of a Type 1 sound level meter whose characteristics comply with ANSI S1.4–1971) exceeds the sound level prior to the onset of the event by at least 6 decibels; and

(iii) The maximum sound level obtained with fast averaging time of a sound level meter exceeds the maximum value obtained with slow averaging time by at least 4 decibels.

[44 FR 40861, July 12, 1979; 49 FR 10253, Mar. 20, 1984; 49 FR 12214, Mar. 29, 1984]

Subpart C—Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature

AUTHORITY: 42 U.S.C. 3535(d).

SOURCE: 49 FR 5103, Feb. 10, 1984, unless otherwise noted.

§ 51.200 Purpose.

The purpose of this subpart C is to:

(a) Establish safety standards which can be used as a basis for calculating acceptable separation distances (ASD) for HUD-assisted projects from specific, stationary, hazardous operations which store, handle, or process hazardous substances;

(b) Alert those responsible for the siting of HUD-assisted projects to the inherent potential dangers when such projects are located in the vicinity of such hazardous operations;

(c) Provide guidance for identifying those hazardous operations which are most prevalent;

(d) Provide the technical guidance required to evaluate the degree of danger anticipated from explosion and thermal radiation (fire); and

(e) Provide technical guidance required to determine acceptable separation distances from such hazards.

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.201 Definitions.

The terms *Department* and *Secretary* are defined in 24 CFR part 5.

Acceptable separation distance (ASD)—means the distance beyond which the explosion or combustion of a hazard is not likely to cause structures or individuals to be subjected to blast overpressure or thermal radiation flux levels in excess of the safety standards in § 51.203. The ASD is determined by applying the safety standards established by this subpart C to the guidance set

forth in HUD Guidebook, ''Siting of HUD-Assisted Projects Near Hazardous Facilities.''

Blast overpressure—means the pressure, in pounds per square inch, in excess of normal atmospheric pressure on the surrounding medium caused by an explosion.

Danger zone—means the land area circumscribed by the radius which delineates the ASD of a given hazard.

Hazard—means any stationary container which stores, handles, or processes hazardous substances of an explosive or fire prone nature. The term ''hazard'' does not include:

(1) Pipelines for the transmission of hazardous substances, if such pipelines are located underground, or comply with applicable Federal, State and local safety standards;

(2) Containers with a capacity of 100 gallons or less when they contain common liquid industrial fuels, such as gasoline, fuel oil, kerosene, and crude oil, since they generally would pose no danger in terms of thermal radiation or blast overpressure to a project;

(3) Facilities that are shielded from a proposed HUD-assisted project by the topography, because these topographic features effectively provide a mitigating measure already in place;

(4) All underground containers; and

(5) Containers used to hold liquefied petroleum gas with a volumetric capacity not to exceed 1,000 gallons water capacity, if they comply with National Fire Protection Association (NFPA) 58. NFPA 58, Liquefied Petroleum Gas Code, 2017 Edition, copyright 2016 is incorporated by reference into this section with the approval of the Director of the Federal Register, under 5 U.S.C. 552(a) and 1 CFR part 51. All approved material is available for inspection at HUD's Office of Environment and Energy, 202–402–5226, and is available from National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169, telephone number 800–344–3555, fax number 800–593–6372, *www.nfpa.org*. It is also available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, *email fedreg.legal@nara.gov* or visit *www.archives.gov/federal-register/cfr/ibr-locations.html*. Persons with hearing or speech impairments may access the numbers above through TTY by calling the Federal Relay Service, toll-free, at 800–877–8339.

Hazardous substances—means petroleum products (petrochemicals) and chemicals that can produce blast overpressure or thermal radiation levels in excess of the standards set forth in §51.203. A specific list of hazardous substance is found in appendix I to this subpart.

HUD-assisted project—the development, construction, rehabilitation, modernization or conversion with HUD subsidy, grant assistance, loan, loan guarantee, or mortgage insurance, of any project which is intended for residential, institutional, recreational, commercial or industrial use. For purposes of this subpart the terms ''rehabilitation'' and ''modernization'' refer only to such repairs and renovation of a building or buildings as will result in an increased number of people being exposed to hazardous operations by increasing residential densities, converting the type of use of a building to habitation, or making a vacant building habitable.

Thermal radiation level—means the emission and propagation of heat energy through space or a material medium, expressed in BTU per square foot per hour (BTU/ft.^{2} hr.).

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 5204, Feb. 9, 1996; 61 FR 13334, Mar. 26, 1996; 85 FR 4228, Jan. 24, 2020]

§51.202 Approval of HUD-assisted projects.

(a) The Department will not approve an application for assistance for a proposed project located at less than the acceptable separation distance from a hazard, as defined in §51.201, unless appropriate mitigating measures, as defined in §51.205, are implemented, or unless mitigating measures are already in place.

(b) In the case of all applications for proposed HUD-assisted projects, the Department shall evaluate projected development plans in the vicinity of these projects to determine whether there are plans to install a hazardous operation in close proximity to the proposed project. If the evaluation

shows that such a plan exists, the Department shall not approve assistance for the project unless the Department obtains satisfactory assurances that adequate mitigating measures will be taken when the hazardous operation is installed.

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.203 Safety standards.

The following standards shall be used in determining the acceptable separation distance of a proposed HUD-assisted project from a hazard:

(a) *Thermal Radiation Safety Standard.* Projects shall be located so that:

(1) The allowable thermal radiation flux level at the building shall not exceed 10,000 BTU/sq. ft. per hr.;

(2) The allowable thermal radiation flux level for outdoor, unprotected facilities or areas of congregation shall not exceed 450 BTU/sq. ft. per hour.

(b) *Blast Overpressure Safety Standard.* Projects shall be located so that the maximum allowable blast overpressure at both buildings and outdoor, unprotected facilities or areas shall not exceed 0.5 psi.

(c) If a hazardous substance constitutes both a thermal radiation and blast overpressure hazard, the ASD for each hazard shall be calculated, and the larger of the two ASDs shall be used to determine compliance with this subpart.

(d) Background information on the standards and the logarithmic thermal radiation and blast overpressure charts that provide assistance in determining acceptable separation distances are contained in appendix II to this subpart C.

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.204 HUD-assisted hazardous facilities.

In reviewing applications for proposed HUD-assisted projects involving the installation of hazardous facilities, the Department shall ensure that such hazardous facilities are located at an acceptable separation distance from residences and from any other facility or area where people may congregate or be present. The mitigating measures listed in § 51.205 may be taken into account in determining compliance with this section.

§ 51.205 Mitigating measures.

Application of the standards for determining an Acceptable Separation Distance (ASD) for a HUD-assisted project from a potential hazard of an explosion or fire prone nature is predicated on level topography with no intervening object(s) between the hazard and the project. Application of the standards can be eliminated or modified if:

(a) The nature of the topography shields the proposed project from the hazard.

(b) An existing permanent fire resistant structure of adequate size and strength will shield the proposed project from the hazard.

(c) A barrier is constructed surrounding the hazard, at the site of the project, or in between the potential hazard and the proposed project.

(d) The structure and outdoor areas used by people are designed to withstand blast overpressure and thermal radiation anticipated from the potential hazard (e.g., the project is of masonry and steel or reinforced concrete and steel construction).

§ 51.206 Implementation.

This subpart C shall be implemented for each proposed HUD-assisted project by the HUD approving official or responsible entity responsible for review of the project. The implementation procedure will be part of the environmental review process in accordance with the procedures set forth in 24 CFR parts 50 and 58.

[61 FR 13334, Mar. 26, 1996]

§ 51.207 Special circumstances.

The Secretary or the Secretary's designee may, on a case-by-case basis, when circumstances warrant, require the application of this subpart C with respect to a substance not listed in appendix I to this subpart C that would create thermal or overpressure effect in excess of that listed in § 51.203.

[61 FR 13334, Mar. 26, 1996]

§ 51.208 Reservation of administrative and legal rights.

Publication of these standards does not constitute a waiver of any right: (a) Of HUD to disapprove a project proposal if the siting is too close to a potential hazard not covered by this subpart, and (b) of HUD or any person or other entity to seek to abate or to collect damages occasioned by a nuisance, whether or not covered by the subpart.

APPENDIX I TO SUBPART C OF PART 51—SPECIFIC HAZARDOUS SUBSTANCES

The following is a list of specific petroleum products and chemicals defined to be hazardous substances under § 51.201.

HAZARDOUS LIQUIDS

Acetic Acid	Ethyl Benzene
Acetic Anhydride	Ethyl Dichloride
Acetone	Ethyl Ether
Acrylonitrile	Gasoline
Amyl Acetate	Heptane
Amyl Alcohol	Hexane
Benzene	Isobutyl Acetate
Butyl Acetate	Isobutyl Alcohol
Butyl Acrylate	Isopropyl Acetate
Butyl Alcohol	Isopropyl Alcohol
Carbon Bisulfide	Jet Fuel and Kerosene
Carbon Disulfide	Methyl Alcohol
Cellosolve	Methyl Amyl Alcohol
Cresols	Methyl Cellosolve
Crude Oil (Petroleum)	Methyl Ethyl Ketone
Cumene	Naptha
Cyclohexane	Pentane
No. 2 Diesel Fuel	Propylene Oxide
Ethyl Acetate	Toluene
Ethyl Acrylate	Vinyl Acetate
Ethyl Alcohol	Xylene

HAZARDOUS GASES

Acetaldehyde	Liquefied Natural Gas (LNG)
Butadiene	Liquefied Petroleum Gas (LPG)
Butane	Propane
Ethene	Propylene
Ethylene	Vinyl Chloride
Ethylene Oxide	
Hydrogen	

(Primary Source: "Urban Development Siting with respect to Hazardous Commercial/Industrial Facilities," by Rolf Jensen and Associates, Inc., April 1982)

[49 FR 5105, Feb. 10, 1984; 49 FR 12214, Mar. 29, 1984]

APPENDIX II TO SUBPART C OF PART 51—DEVELOPMENT OF STANDARDS; CALCULATION METHODS

I. Background Information Concerning the Standards

(a) *Thermal Radiation:*

(1) *Introduction.* Flammable products stored in above ground containers represent a definite, potential threat to human life and structures in the event of fire. The resulting fireball emits thermal radiation which is absorbed by the surroundings. Combustible structures, such as wooden houses, may be ignited by the thermal radiation being emitted. The radiation can cause severe burn, injuries and even death to exposed persons some distance away from the site of the fire.

(2) *Criteria for Acceptable Separation Distance (ASD).* Wooden buildings, window drapes and trees generally ignite spontaneously when exposed for a relatively long period of time to thermal radiation levels of approximately 10,000 Btu/hr. sq. ft. It will take 15 to 20 minutes for a building to ignite at that degree of thermal intensity. Since the reasonable response time for fire fighting units in urbanized areas is approximately five to ten minutes, a standard of 10,000 BTU/hr. sq. ft. is considered an acceptable level of thermal radiation for buildings.

People in outdoor areas exposed to a thermal radiation flux level of approximately 1,500 Btu/ft^2 hr will suffer intolerable pain after 15 seconds. Longer exposure causes blistering, permanent skin damage, and even death. Since it is assumed that children and the elderly could not take refuge behind walls or run away from the thermal effect of the fire within the 15 seconds before skin blistering occurs, unprotected (outdoor) areas, such as playgrounds, parks, yards, school grounds, etc., must be placed at such a distance from potential fire locations so that the radiation flux level is well below 1500 Btu/ft^2 hr. An acceptable flux level, particularly for elderly people and children, is 450 Btu/ft^2 hr. The skin can be exposed to this degree of thermal radiation for 3 minutes or longer with no serious detrimental effect. The result would be the same as a bad sunburn. Therefore, the standard for areas in which there will be exposed people, e.g. outdoor recreation areas such as playgrounds and parks, is set at 450 Btu/hr. sq. ft. Areas covered also include open space ancillary to residential structures, such as yard areas and vehicle parking areas.

(3) *Acceptable Separation Distance From a Potential Fire Hazard.* This is the actual setback required for the safety of occupied buildings and their inhabitants, and people in open spaces (exposed areas) from a potential fire hazard. The specific distance required for safety from such a hazard depends

upon the nature and the volume of the substance. The Technical Guidebook entitled ''Urban Development Siting With Respect to Hazardous/Commercial Industrial Facilities,'' which supplements this regulation, contains the technical guidance required to compute Acceptable Separation Distances (ASD) for those flammable substances most often encountered.

(b) *Blast Overpressure:* The Acceptable Separation Distance (ASD) for people and structures from materials prone to explosion is dependent upon the resultant blast measured in pounds per square inch (psi) overpressure. It has been determined by the military and corroborated by two independent studies conducted for the Department of Housing and Urban Development that 0.5 psi is the acceptable level of blast overpressure for both buildings and occupants, because a frame structure can normally withstand that level of external exertion with no serious structural damage, and it is unlikely that human beings inside the building would normally suffer any serious injury. Using this as the safety standard for blast overpressure, nomographs have been developed from which an ASD can be determined for a given quantify of hazardous substance. These nomographs are contained in the handbook with detailed instructions on their use.

(c) *Hazard evaluation:* The Acceptable Separation Distances for buildings, which are determined for thermal radiation and blast overpressure, delineate separate identifiable danger zones for each potential accident source. For some materials the fire danger zone will have the greatest radius and cover the largest area, while for others the explosion danger zone will be the greatest. For example, conventional petroleum fuel products stored in unpressurized tanks do not emit blast overpressure of dangerous levels when ignited. In most cases, hazardous substances will be stored in pressurized containers. The resulting blast overpressure will be experienced at a greater distance than the resulting thermal radiation for the standards set in Section 51.203. In any event the hazard requiring the greatest separation distance will prevail in determining the location of HUD-assisted projects.

The standards developed for the protection of people and property are given in the following table.

	Thermal radiation	Blast overpressure
Amount of acceptable exposure allowed for building structures.	10,000 BTU/ft² hr.	0.5 psi.
Amount of acceptable exposure allowed for people in open areas.	450 BTU/ft² hr ...	0.5 psi.

Problem Example

The following example is given as a guide to assist in understanding how the procedures are used to determine an acceptable separation distance. The technical data are found in the HUD Guidebook. Liquid propane is used in the example since it is both an explosion and a fire hazard.

In this hypothetical case a proposed housing project is to be located 850 feet from a 30,000 gallon liquid propane (LPG) tank. The objective is to determine the acceptable separation distance from the LPG tank. Since propane is both explosive and fire prone it will be necessary to determine the ASD for both explosion and for fire. The greatest of the two will govern. There is no dike around the tank in this example.

Nomographs from the technical Guidebook have been reproduced to facilitate the solving of the problem.

ASD For Explosion

Use Figure 1 to determine the acceptable separation distance for explosion.

The graph depicted on Figure 1 is predicated on a blast overpressure of 0.5 psi.

The ASD in feet can be determined by applying the quantity of the hazard (in gallons) to the graph.

In this case locate the 30,000 gallon point on the horizontal axis and draw a vertical line from that point to the intersection with the straight line curve. Then draw a horizontal line from the point where the lines cross to the left vertical axis where the ACCEPTABLE SEPARATION DISTANCE of 660 feet is found.

Therefore the ASD for explosion is 660 feet

Since the proposed project site is located 850 feet from the tank it is located at a safe distance with regards to blast overpressure.

30

ACCEPTABLE SEPARATION DISTANCE
BLAST OVERPRESSURE
(NO BLAST BARRIERS)
HAZARDOUS GAS CONTAINER

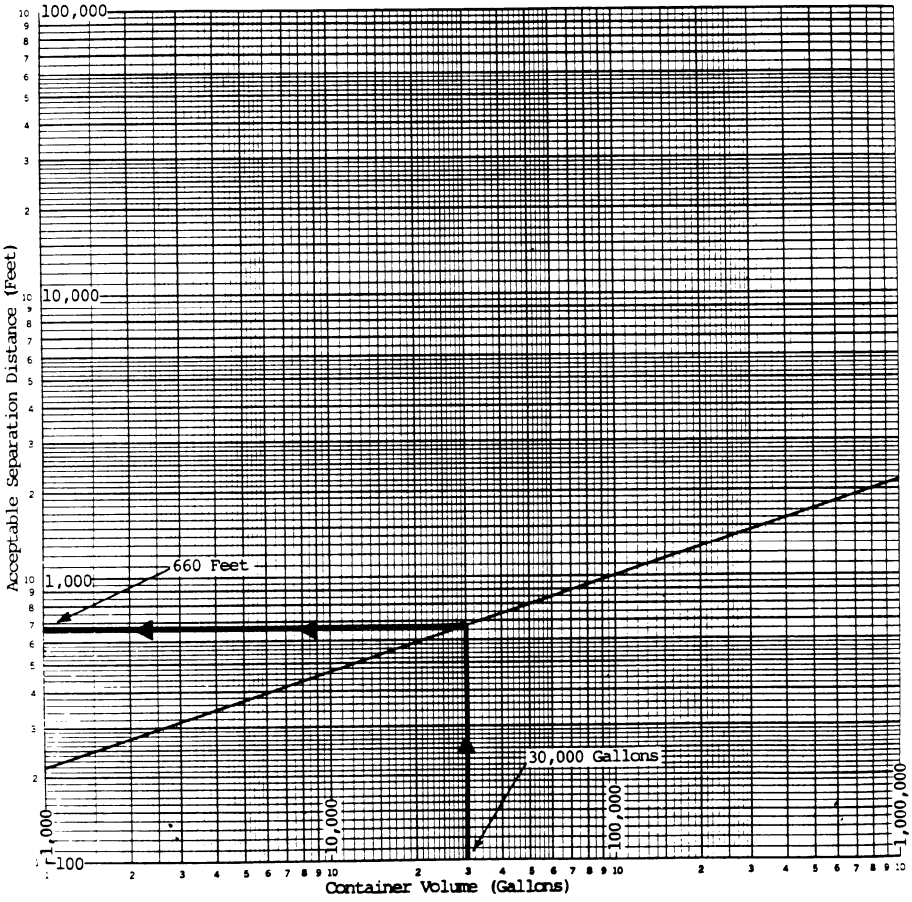

Figure 1

ASD For Fire

To determine the ASD for fire it will be necessary to first find the fire width (diameter of the fireball) on Figure 2. Then apply this to Figure 3 to determine the ASD.

Since there are two safety standards for fire: (a) 10,000 BTU/ft^{2}hr. for buildings; and (b) 450 BTU/ft^{2}hr. for people in exposed areas, it will be necessary to determine an ASD for each.

To determine the fire width locate the 30,000 gallon point on the horizontal axis on *Figure 2* and draw a vertical line to the straight line curve. Then draw a horizontal line from the point where the lines cross to the left vertical axis where the FIRE WIDTH is found to be *350 feet.*

Now locate the 350 ft. point on the horizontal axis of *Figure 3* and draw a vertical line from that point to curves 1 and 2. Then draw horizontal lines from the points where the lines cross to the left vertical axis where the ACCEPTABLE SEPARATION DISTANCES of *240 feet* for buildings and *1,150 feet* for exposure to people is found.

Based on this the proposed project site is located at a safe distance from a potential fireball. However, exposed playgrounds or other exposed areas of congregation must be at least 1,150 feet from the tank, or be appropriately shielded from a potential fireball.

(Source: HUD Handbook, "Urban Development Siting With Respect to Hazardous Commercial/Industrial Facilities.")

FIRE WIDTH - UNCONFINED SPILL
HAZARDOUS GAS CONTAINER
NOT DIKED

32

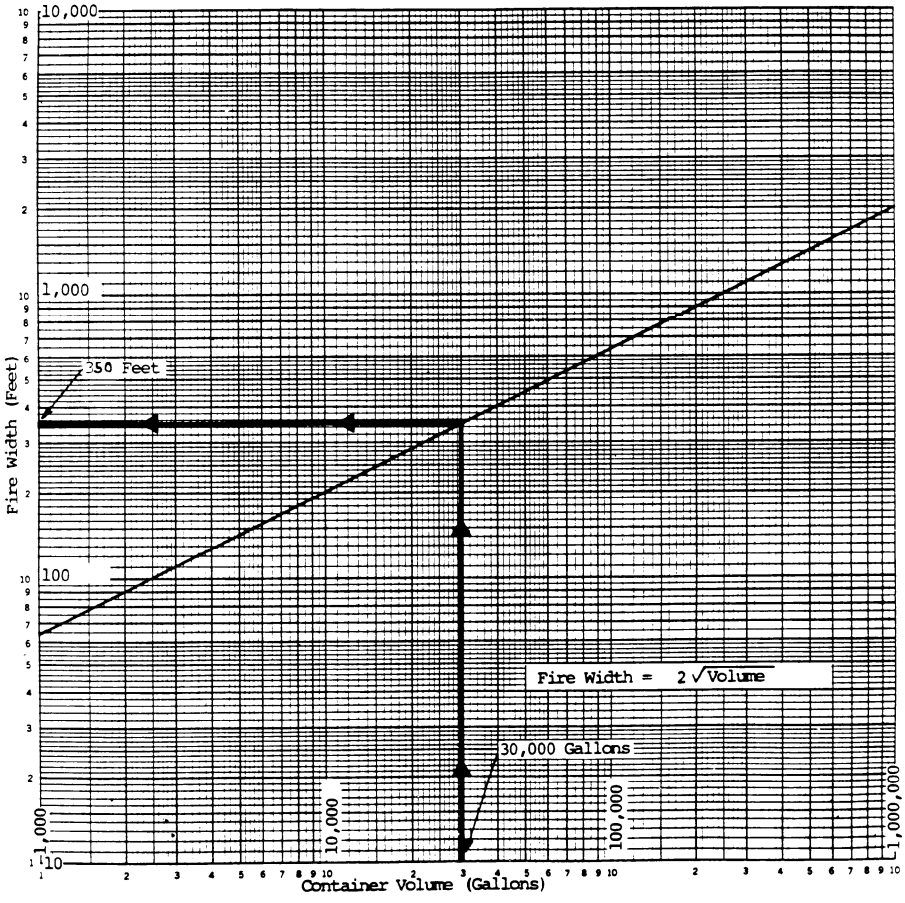

Figure 2

ACCEPTABLE SEPERATION DISTANCE
HAZARDOUS GAS CONTAINER
DIKED/UNDIKED

33

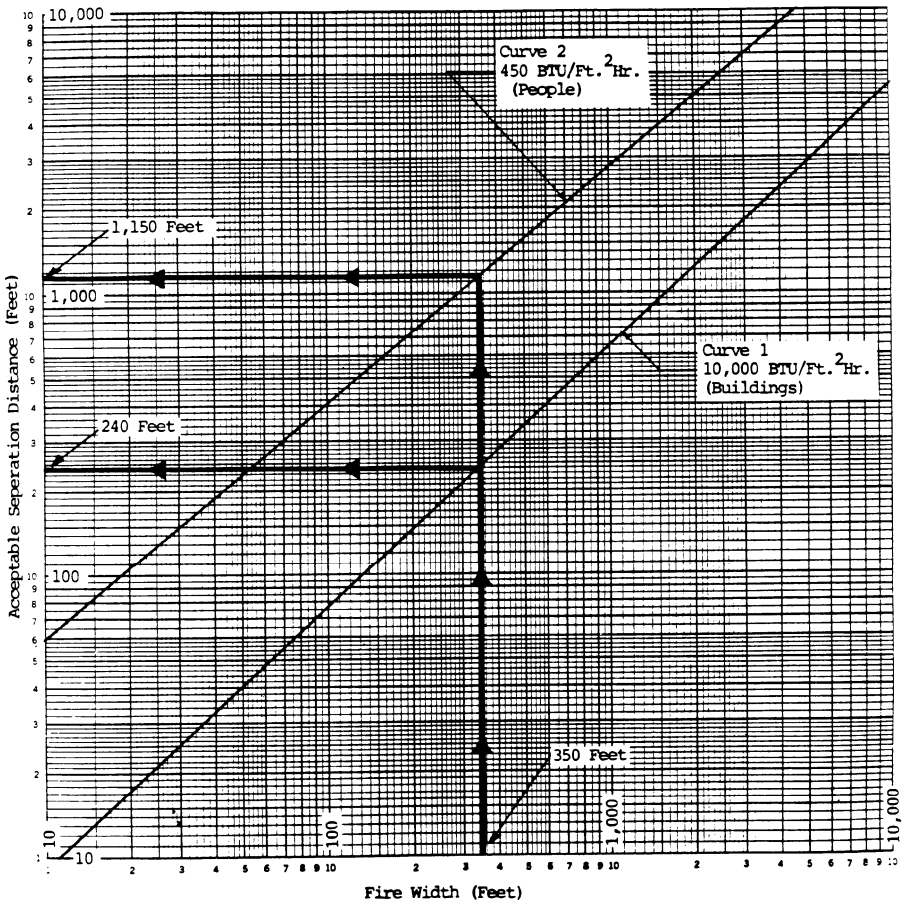

Figure 3

[49 FR 5105, Feb. 10, 1984; 49 FR 12214, Mar. 29, 1984]

Subpart D—Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields

AUTHORITY: Sec. 2, Housing Act of 1949, as amended, 42 U.S.C. 1441, affirmed by sec. 2, HUD Act of 1969, Pub. L. 90–448; sec. 7(d), HUD Act of 1965, 42 U.S.C. 3535(d); OMB, Fed'l Mgmt. Cir. 75–2: Compatible Land Uses At Federal Airfields.

SOURCE: 49 FR 880, Jan. 6, 1984, unless otherwise noted.

§ 51.300 Purpose.

It is the purpose of this subpart to promote compatible land uses around civil airports and military airfields by identifying suitable land uses for Runway Clear Zones at civil airports and Clear Zones and Accident Potential Zones at military airfields and by establishing them as standards for providing HUD assistance, subsidy or insurance.

[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.301 Definitions.

For the purposes of this regulation, the following definitions apply:

(a) *Accident Potential Zone.* An area at military airfields which is beyond the Clear Zone. The standards for the Accident Potential Zones are set out in Department of Defense Instruction 4165.57, ''Air Installations Compatible Use Zones,'' November 8, 1977, 32 CFR part 256. There are no Accident Potential Zones at civil airports.

(b) *Airport Operator.* The civilian or military agency, group or individual which exercises control over the operations of the civil airport or military airfield.

(c) *Civil Airport.* An existing commercial service airport as designated in the National Plan of Integrated Airport Systems prepared by the Federal Aviation Administration in accordance with section 504 of the Airport and Airway Improvement Act of 1982.

(d) *Runway Clear Zones and Clear Zones.* Areas immediately beyond the ends of a runway. The standards for Runway Clear Zones for civil airports are established by FAA regulation 14 CFR part 152. The standards for Clear Zones for military airfields are established by DOD Instruction 4165.57, 32 CFR part 256.

§ 51.302 Coverage.

(a) These policies apply to HUD programs which provide assistance, subsidy or insurance for construction, land development, community development or redevelopment or any other provision of facilities and services which are designed to make land available for construction. When the HUD assistance, subsidy or insurance is used to make land available for construction rather than for the actual construction, the provision of the HUD assistance, subsidy or insurance shall be dependent upon whether the facility to be built is itself acceptable in accordance with the standards in § 51.303.

(b) These policies apply not only to new construction but also to substantial or major modernization and rehabilitation and to any other program which significantly prolongs the physical or economic life of existing facilities or which, in the case of Accident Potential Zones:

(1) Changes the use of the facility so that it becomes one which is no longer acceptable in accordance with the standards contained in § 51.303(b);

(2) Significantly increases the density or number of people at the site; or

(3) Introduces explosive, flammable or toxic materials to the area.

(c) Except as noted in § 51.303(a)(3), these policies do not apply to HUD programs where the action only involves the purchase, sale or rental of an existing property without significantly prolonging the physical or economic life of the property.

(d) The policies do not apply to research or demonstration projects which do not result in new construction or reconstruction, to interstate land sales registration, or to any action or emergency assistance which is provided to save lives, protect property, protect public health and safety, or remove debris and wreckage.

[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§51.303 General policy.

It is HUD's general policy to apply standards to prevent incompatible development around civil airports and military airfields.

(a) HUD policy for actions in Runway Clear Zones and Clear Zones.

(1) HUD policy is not to provide any assistance, subsidy or insurance for projects and actions covered by this part except as stated in §51.303(a)(2) below.

(2) If a project proposed for HUD assistance, subsidy or insurance is one which will not be frequently used or occupied by people, HUD policy is to provide assistance, subsidy or insurance only when written assurances are provided to HUD by the airport operator to the effect that there are no plans to purchase the land involved with such facilities as part of a Runway Clear Zone or Clear Zone acquisition program.

(3) Special notification requirements for Runway Clear Zones and Clear Zones. In all cases involving HUD assistance, subsidy, or insurance for the purchase or sale of an existing property in a Runway Clear Zone or Clear Zone, HUD (or the responsible entity or recipient under 24 CFR part 58) shall advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.

(b) HUD policy for actions in Accident Potential Zones at Military Airfields. HUD policy is to discourage the provision of any assistance, subsidy or insurance for projects and actions in the Accident Potential Zones. To be approved, projects must be generally consistent with the recommendations in the *Land Use Compatibility Guidelines For Accident Potential Zones* chart contained in DOD Instruction 4165.57, 32 CFR part 256.

[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§51.304 Responsibilities.

(a) The following persons have the authority to approve actions in Accident Potential Zones:

(1) For programs subject to environmental review under 24 CFR part 58: the Certifying Officer of the responsible entity as defined in 24 CFR part 58.

(2) For all other HUD programs: the HUD approving official having approval authority for the project.

(b) The following persons have the authority to approve actions in Runway Clear Zones and Clear Zones:

(1) For programs subject to environmental review under 24 CFR part 58: The Certifying Officer of the responsible entity as defined in 24 CFR part 58.

(2) For all other HUD programs: the Program Assistant Secretary.

[61 FR 13335, Mar. 26, 1996]

§51.305 Implementation.

(a) Projects already approved for assistance. This regulation does not apply to any project approved for assistance prior to the effective date of the regulation whether the project was actually under construction at that date or not.

(b) Acceptable data on Runway Clear Zones, Clear Zones and Accident Potential Zones. The only Runway Clear Zones, Clear Zones and Accident Potential Zones which will be recognized in applying this part are those provided by the airport operators and which for civil airports are defined in accordance with FAA regulations 14 CFR part 152 or for military airfields, DOD Instruction 4165.57, 32 CFR part 256. All data, including changes, related to the dimensions of Runway Clear Zones for civil airports shall be verified with the nearest FAA Airports District Office before use by HUD.

(c) Changes in Runway Clear Zones, Clear Zones, and Accident Potential Zones. If changes in the Runway Clear Zones, Clear Zones or Accident Potential Zones are made, the field offices shall immediately adopt these revised zones for use in reviewing proposed projects.

(d) The decision to approve projects in the Runway Clear Zones, Clear

Zones and Accident Potential Zones must be documented as part of the enviornmental assessment or, when no assessment is required, as part of the project file.

PART 52—INTERGOVERNMENTAL REVIEW OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS AND ACTIVITIES

Sec.

52.1 What is the purpose of these regulations?
52.2 What definitions apply to these regulations?
52.3 What programs and activities of the Department are subject to these regulations?
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52.5 What is the Secretary's obligation with respect to Federal interagency coordination?
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52.10 How does the Secretary make efforts to accommodate intergovernmental concerns?
52.11 What are the Secretary's obligations in interstate situations?
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AUTHORITY: 31 U.S.C. 6506; 42 U.S.C. 3334, 3535(d).

SOURCE: 48 FR 29216, June 24, 1983, unless otherwise noted.

§ 52.1 What is the purpose of these regulations?

(a) The regulations in this part implement Executive Order 12372, ''Intergovernmental Review of Federal Programs,'' issued July 14, 1982 and amended on April 8, 1983. These regulations also implement applicable provisions of section 401 of the Intergovernmental Cooperation Act of 1968 and section 204 of the Demonstration Cities and Metropolitan Development Act of 1966.

(b) These regulations are intended to foster an intergovernmental partnership and a strengthened Federalism by relying on state processes and on state, areawide, regional and local coordination for review of proposed Federal financial assistance and direct Federal development.

(c) These regulations are intended to aid the internal management of the Department, and are not intended to create any right or benefit enforceable at law by a party against the Department or its officers.

§ 52.2 What definitions apply to these regulations?

Order means Executive Order 12372, issued July 14, 1982, and amended April 8, 1983 and titled ''Intergovernmental Review of Federal Programs.''

Secretary means the Secretary of the U.S. Department of Housing and Urban Development or an official or employee of the Department acting for the Secretary under a delegation of authority.

State means any of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, American Samoa, the U.S. Virgin Islands, or the Trust Territory of the Pacific Islands.

[48 FR 29216, June 24, 1983, as amended at 61 FR 5205, Feb. 9, 1996]

§ 52.3 What programs and activities of the Department are subject to these regulations?

The Secretary publishes in the FEDERAL REGISTER a list of the Department's programs and activities that are subject to these regulations and identifies which of these are subject to the requirements of section 204 of the Demonstration Cities and Metropolitan Development Act.

§ 52.4 What are the Secretary's general responsibilities under the Order?

(a) The Secretary provides opportunities for consultation by elected officials of those state and local governments that would provide the non-federal funds for, or that would be directly affected by, proposed Federal financial assistance from, or direct Federal development by, the Department.

PART 2, CHAPTER 18

HIGHWAY TRAFFIC NOISE

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PART 2 CHAPTER 18

HIGHWAY TRAFFIC NOISE

18.1 OVERVIEW

Pursuant to ***23 United States Code (U.S.C.) § 327*** and the implementing Memorandum of Understanding (MOU) executed on May 26, 2022, the Florida Department of Transportation (FDOT) has assumed and Federal Highway Administration (FHWA) has assigned its responsibilities under the ***National Environmental Policy Act (NEPA)*** for highway projects on the State Highway System (SHS) and Local Agency Program (LAP) projects off the SHS (***NEPA*** Assignment). In general, FDOT's assumption includes all highway projects in Florida which source of federal funding comes from FHWA or which constitute a federal action through FHWA. ***NEPA*** Assignment includes responsibility for environmental review, interagency consultation and other activities pertaining to the review or approval of ***NEPA*** actions. Consistent with law and the MOU, FDOT will be the Lead Federal Agency for highway projects with approval authority resting in the Office of Environmental Management (OEM).

18.1.1 Purpose

This chapter is the official FDOT noise policy and procedure for the purpose of meeting the requirements of *Title 23 of the Code of Federal Regulations (CFR) Part 772* and applicable state laws. FDOT shall apply these policies and procedures uniformly and consistently statewide.

Roadway traffic is one of the more dominant sources of noise in urban and rural areas of Florida. In an effort to encourage the control of noise, Congress passed the ***Noise Control Act of 1972***. Congress further directed the FHWA to develop noise standards associated with traffic. However, effective control of traffic noise requires both the control of land use planning next to highways and reasonable and feasible abatement associated with highway projects.

The control of land use is a local government responsibility. The control of traffic noise associated with specific highway projects is the responsibility of the transportation agency (or agencies) planning, designing, and constructing a project.

The noise impact and abatement analysis policy and procedures provided in this chapter are based on ***23 CFR Part 772: Procedures for Abatement of Highway Traffic Noise and Construction Noise*** dated July 13, 2010, and the FHWA guidance document ***Highway Traffic Noise: Analysis and Abatement Guidance*** dated December 2011. These two documents are incorporated into this chapter by reference. In addition, ***Section 335.17, Florida Statutes (F.S.)***, requires FDOT to develop a project in conformity with federal standards contained in ***23 CFR Part 772*** regardless of funding source and include the noise standards mandated by ***23 U.S.C. § 109(i)***. Highway projects developed in conformance with this regulation meet FHWA noise standards.

18.1.2 Definitions

Approach Criteria – Approaching the criteria means within 1 A-weighted decibel [dB(A)] of the appropriate FHWA Noise Abatement Criteria (NAC) provided in ***Figure 18-1***.

Common Noise Environment (CNE) – A group of receptors within the same activity category found in ***Figure 18-1*** that are exposed to similar noise sources and levels; traffic volumes, traffic mix, speed and topographic features. Generally, common noise environments occur between two secondary noise sources, such as interchanges, intersections and/or cross-roads. A common noise environment involves a group of receptors that would benefit from the same noise barrier or noise barrier system (i.e., overlapping/continuous noise barriers).

Date of Public Knowledge (DPK) – The approval date of the Categorical Exclusion (CE), the Finding of No Significant Impact (FONSI), the Record of Decision (ROD), State Environmental Impact Report (SEIR) or Non-Major State Action (NMSA). For a Type 1 CE and NMSA, this is the approval date of the ***Type 1 Categorical Exclusion Checklist*** or ***Non-Major State Action Checklist***. Approvals can be found in the StateWide Environmental Project Tracker (SWEPT).

Decibel – A logarithmic expression of a sound level. For traffic noise analysis purposes and as specified by ***23 CFR Part 772*** the A-weighted scale, which closely approximates the range of frequencies a human ear can hear, is used. The A-weighted decibel is abbreviated dB(A).

Design Year – The future year used to estimate the forecast traffic volume for which a highway is designed.

Existing Noise Levels – The noise levels that occur during the worst noise hour resulting from the combination of natural and mechanical sources and human activity usually present in a particular area.

Feasibility – A combination of acoustical and engineering factors considered in the evaluation of a noise abatement measure.

Insertion Loss – The reduction in traffic noise levels as a direct result of a specific type of abatement measure determined by calculating the difference between future build noise levels with abatement to future build noise levels without abatement.

Leq – The equivalent steady-state sound level which in a stated period of time contains the same acoustic energy as the time-varying sound level during the same time period, with Leq(h) being the hourly value of Leq.

Multifamily Dwelling – A residential structure containing more than one residence.

Noise Abatement Criterion (NAC) – The noise level, depending upon activity category, at which FDOT must consider noise abatement for an impacted receptor. The NAC can be found in ***Figure 18-1***.

Noise Barrier – A physical obstruction that is constructed between the highway noise source and the noise sensitive receptor(s) for the purpose of lowering the noise level, including stand-alone barrier structures, berms (earth or other materials), and combination berm/barrier structure systems.

Noise Reduction Design Goal (NRDG) – The optimum desired dB(A) noise reduction (insertion loss) determined from calculating the difference between future build noise levels with abatement to future build noise levels without abatement. The FDOT has selected 7 dB(A) as the noise reduction design goal for one (1) or more benefited receptors.

Noise Sensitive Area (NSA) – A noise sensitive land use such as residential, school, place of worship, medical facility, or institutional. See all land use types listed in ***Figure 18-1***.

Permitted – Development will be deemed to be permitted if the local agency with jurisdiction has granted a building permit for a specific structure associated with a noise sensitive land use such as residential, school, place of worship, medical facility, or institutional, prior to the project's DPK.

For mobile/manufactured homes, individual building permits might not be issued. In this case, the noise analyst should look for evidence of an occupancy permit, new mobile home permit, or something similar in lieu of a building permit. These types of permits should be treated in the same manner as a building permit as stated above. Contact the District Noise Specialist regarding the application of building permit equivalency.

Predicted Existing Traffic Noise Level – The traffic noise level that is determined through the use of the FHWA Traffic Noise Model (TNM) for existing roadway conditions.

Predicted Future Traffic Noise Level – The traffic noise level that is determined through the use of TNM for the future design year traffic and roadway geometry, including build and no-build alternatives.

Property Owner – An individual or group of individuals that hold a title, deed, or other form of legal documentation showing ownership of a commercial or residential property.

Reasonableness – The combination of social, economic, and environmental factors considered in the evaluation of a noise abatement measure. Reasonableness factors include consideration of viewpoints by benefited receptors, cost-effectiveness of abatement measures, and achieving the FDOT NRDG.

Receptor – A discrete or representative location of a NSA(s) for any of the land use categories listed in ***Figure 18-1***.

Benefited Receptor – A receptor that receives a noise reduction at or above the minimum threshold of 5 dB(A) as a result of an abatement measure.

Impacted Receptor – A receptor with a design year, build alternative traffic noise level that is predicted to approach, meet, or exceed the NAC for its respective activity category, or will experience an increase in noise levels of 15 dB(A) or more in the design year over the existing noise levels.

Modeled Receptor – A georeferenced location within FHWA's TNM that represents a single or a group of receptors with the same characteristics where noise levels are predicted.

Residence – A dwelling unit. Either a single-family residence or each individual dwelling unit in a multifamily dwelling.

Statement of Likelihood – A statement provided in both the ***Noise Study Report (NSR)*** and Environmental Document based on the feasibility and reasonableness analysis completed at the time the Environmental Document is being approved.

Substantial Noise Increase – For a Type I project (see definition below), an increase in noise levels of 15 dB(A) or more in the design year over the existing noise level (measured or predicted) as a direct result of the transportation improvement project. A substantial increase will normally occur only on new alignment projects.

Traffic Noise Impacts – Design year build condition noise levels that approach, meet or exceed the federal Noise Abatement Criteria listed in ***Figure 18-1*** for the future build condition; or design year build condition noise levels that create a substantial noise increase over existing noise levels.

Type I Projects – A highway construction project on new location or a physical alteration of an existing highway which substantially changes horizontal and vertical alignment, profile or adds a through lane(s). Specific project definitions according to ***23 CFR Part 772*** are listed in ***Section 18.1.3.1***.

Type II Projects - A federal or state highway project for noise abatement on an existing highway that is not being modified as part of a Type I project. Type II projects are commonly referred to as retrofit projects and are allowed (but not mandatory) under ***23 CFR Part 772***. The development and implementation of Type II projects are not mandatory requirements of ***23 U.S.C. § 109(i)***. The FDOT does not have a Type II program.

Type III Projects – A project that does not meet the classifications of a Type I or Type II project. Type III projects do not require a noise analysis.

18.1.3 Applicability

18.1.3.1 Type I Projects

This policy applies to all Type I projects authorized under ***Title 23 U.S.C.*** and ***Section 335.17, F.S.*** All FDOT highway projects, regardless of funding source, shall be developed in conformance with federal standards for noise abatement as contained in ***23 CFR Part 772***.

The effective date of the revisions to ***23 CFR Part 772*** is July 13, 2011. The following types of projects are "grandfathered" and will not have to meet the ***23 CFR Part 772*** final rule (dated July 13, 2010):

1. Federal-aid highway projects for which the CE, FONSI, or ROD has been signed by the effective date of the final rule, which is July 13, 2011.

2. Design phase Re-evaluations for which approval has been received prior to July 13, 2011.

If approval of the Environmental Document or the Design phase Re-evaluation has not been received prior to July 13, 2011, the noise study must follow the requirements of ***23 CFR Part 772*** dated July 13, 2010. Projects for which the Environmental Document has not been approved after July 13, 2011, shall have their noise studies performed in conformance with ***23 CFR Part 772*** and this chapter as they exist on that date. For details concerning the DPK, see ***Section 18.1.3.1.1***.

FDOT shall apply these policies and procedures uniformly and consistently statewide. ***Title 23 CFR Part 772*** applies to all Type I projects unless the regulation specifically indicates that a section only applies to Type II or Type III projects.

It should be noted that the project type (defined here as "Type I, Type II or Type III") is independent of the Class of Action (COA) determination for the overall project. ***Title 23 CFR § 772.5*** and FDOT policy* defines Type I projects as:

1. The construction of a highway on new location;

2. The physical alteration of an existing highway where there is either;

    i. Substantial Horizontal Alteration – A project that halves the distance between the traffic noise source (edge of the nearest travel lanes) and the closest receptor between the existing condition to the future build condition; or,

    ii. Substantial Vertical Alteration – A project that removes shielding, [not including vegetation removal by FDOT within FDOT Right of Way (ROW)] that exposes the line-of-sight between the receptor and the traffic noise source. This may happen when the vertical alignment of the highway is altered or the topography between the highway traffic noise source and

the receptor is altered, such as reducing the back slopes of a cut section so that the line of sight is no longer blocked;

3. The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a High-Occupancy Vehicle (HOV) lane, High-Occupancy Toll (HOT) lane, express lane, bus lane, or truck climbing lane;

4. The lengthening of an existing interchange ramp's acceleration or deceleration lane and associated merging into the mainline to a total of more than 2,500 feet (from the gore to the end of the lane)(FDOT policy*);

5. The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane***)***;

6. The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange;

7. Restriping existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane;

8. The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot, or toll plaza. (Note: Reconstruction of an existing rest stop/service plaza in the median of an existing highway that does not cause substantial alteration and does not affect existing traffic patterns on the roadway along with the conversion of a conventional toll plaza to an all-electronic toll plaza do not qualify as Type I projects).

9. If any section of a project is determined to be a Type I project under this definition, then the entire project area as defined in the Environmental Document is a Type I project and would require a noise analysis.

For more detailed descriptions of Type I projects, please refer to the Type I Project Matrix in ***Figure 18-2***.

For projects that propose to use highway shoulders for part-time use, it should be determined whether such an improvement constitutes a Type I project as discussed in FHWA's publication ***Use of Freeway Shoulders for Travel — Guide for Planning, Evaluating, and Designing Part-Time Shoulder Use as a Traffic Management Strategy***. In general, for bus-on-shoulder projects, noise analysis may be qualitative because the number of additional vehicles and changes in speed are small or nonexistent. For static and dynamic part-time shoulder use that involves higher volumes of mixed traffic, the need for noise analysis will typically be determined in a manner similar to a conventional widening project because the shoulder essentially functions as an additional travel lane.

18.1.3.1.1 Date of Public Knowledge

The Date of Public Knowledge (DPK) is the date of approval of the CE, the FONSI, or the ROD, as defined in ***23 CFR Part 771***. The original DPK for projects where the

Environmental Document has been approved will remain valid unless OEM determines that a ***NEPA*** document or decision needs to be revisited and re-evaluated in accordance with ***23 CFR § 771.129*** or ***23 CFR § 771.130***.

If a project has design changes that do not require a new Environmental Document but would independently constitute a Type I noise project, where it is determined that a project change warrants an update of the original ***NSR***, then additional noise impacts may be considered and mitigated in the areas of the design changes, including those not meeting the original DPK. However, the original DPK for projects where the Environmental Document has been approved will remain valid.

State funded highway projects shall be "grandfathered" and will not have to meet the ***23 CFR Part 772*** final rule if the SEIR document or ***Non-Major State Action Checklist*** has been signed by July 13, 2011.

18.1.3.2 Type II Projects

A Type II Project is a federal or state highway project for noise abatement on an existing highway. Type II projects are commonly referred to as retrofit projects in ***23 CFR Part 772***. The development and implementation of Type II projects are not mandatory as described in ***23 U.S.C. § 109(i)***. **FDOT does not have a Type II program**.

18.1.3.3 Type III Projects

A Type III Project is a federal or state highway project that does not meet the classifications of a Type I or Type II project. Type III projects do not require a noise analysis or consideration of abatement measures.

Examples of Type III projects include:

1. Construction of bicycle and pedestrian lanes, paths, and facilities;

2. Activities included in the FDOT highway safety plan under ***23 U.S.C § 402***, provided those activities do not contain elements of Type I projects;

3. Landscaping (including the removal of existing vegetation by FDOT within FDOT ROW);

4. Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur;

5. Deployment of electronics, photonics, communications, or information processing used singly or in combination, or as components of a fully integrated system, to improve the efficiency or safety of a surface transportation system or to enhance security or passenger convenience;

6. Modernization of a highway by surfacing, restoration, rehabilitation, or

reconstruction, provided the project does not contain elements of Type I projects; or

7. Placement of overhead gantries on a highway to collect tolls electronically that do not disrupt existing traffic patterns.

18.2 PROCEDURE

During the Efficient Transportation Decision-Making (ETDM) screening and prior to the Project Development and Environment (PD&E) phase, a preliminary review of potential noise impacts associated with a project is conducted by the District. This review should determine if noise sensitive receptors are or may be located within the project area and if there is a possibility that noise sensitive receptors will be impacted due to predicted traffic noise levels with a build alternative approaching or exceeding the NAC. The review will include the assessment of land use plans, aerial photographs, field reviews, modeling, and/or similar efforts. This will allow the District Noise Specialist and the Project Manager to determine whether noise impacts are likely to occur based on the types of land uses present and their proximity to the proposed project.

The procedure for performing a highway traffic noise study during PD&E and Design phase Re-evaluation is described in the following sections. Since the FDOT does not have a Type II program, the requirements below apply to Type I projects. Requirements for Type III projects are as individually noted.

18.2.1 Traffic Noise

18.2.1.1 Noise Abatement Criteria Activity Categories

Figure 18-1 contains seven Activity Categories used to assess the impact of noise. The following is a description of each Activity Category and the traffic noise impact level at which abatement measures must be considered. The NAC only applies to design year build conditions.

18.2.1.1.1 Activity Category A

Activity Category A focuses on the exterior NAC for lands on which serenity and quiet are of extraordinary significance and serve an important public need, and where the preservation of those qualities is essential for the area to continue to serve its intended purpose. The FDOT's criteria for approaching the exterior NAC for this activity category is 56 dB(A). An example of this activity category would be the Tomb of the Unknown Soldier. FDOT must approve the land use as Activity Category A prior to the initiation of modeling activities. A request with supporting justification shall be submitted to OEM for review and approval to apply this activity category to a noise sensitive receptor. OEM uses the guidance from the ***FHWA's Noise Policy FAQs – Frequently Asked Questions*** to make a determination for Activity Category A.

18.2.1.1.2 Activity Category B

Activity Category B includes the exterior NAC for single family (including mobile home parks and assisted living facilities) and multifamily dwellings. This may include single family and multifamily residences which are multi-story. Unless the area of exterior frequent human use is identified elsewhere, residential modeled receptor points should be placed at the edge of the dwelling unit closest to the major traffic noise source or as dictated by professional judgment. If a residential parcel does not have an obvious area of exterior frequent human use (e.g., yard, balcony), the residential parcel is not eligible for evaluation, following guidance provided by FHWA. The FDOT's criteria for approaching the exterior NAC for this activity category is 66 dB(A). There is no interior NAC for Activity Category B.

18.2.1.1.3 Activity Category C

Activity Category C includes the exterior NAC for a variety of land use facilities. The FDOT's criteria for approaching the exterior NAC for this activity category is 66 dB(A). Examples of this activity category include active sports areas, amphitheaters, auditoriums, campgrounds, cemeteries, day care centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, recreation areas, golf courses, ***Section 4(f)*** resources, schools, television studios, trails, and trail crossings. For the purposes of ***23 CFR Part 772***, FHWA defines a medical facility as an inpatient medical facility where medical treatment and care occurs (i.e., an overnight stay at the facility is required; e.g., a hospital, rehabilitation facilities). Note that the criteria applies only to the exterior areas of Activity Category C. If exterior areas of frequent human use for this Activity Category are noted during the field review, detailed modeling of the receptor will occur to determine if an exterior noise level impact will occur in the future with the construction of the project.

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to assess whether noise abatement is feasible and/or reasonable at Activity Category C locations.

18.2.1.1.4 Activity Category D

Activity Category D includes the interior NAC for a variety of land use facilities listed in Activity Category C that may have interior uses. The FDOT's criteria for approaching the interior NAC for this activity category is 51 dB(A). Examples of this activity category include auditoriums, day care centers, libraries, medical facilities, places of worship, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, schools, and television studios. For the purposes of ***23 CFR Part 772***, FHWA defines a medical facility as an inpatient medical facility where medical treatment and care occurs (i.e., an overnight stay at the facility is required; e.g., a hospital, rehabilitation facilities). For those properties with Activity Category D, interior areas of frequent human use should be identified. Interior predictions for Activity Category D should be coordinated with the District Noise Specialist to ensure proper application. Note that the criteria applies

only to the interior areas of this activity category. According to ***23 CFR Part 772***, an indoor analysis shall be performed after a determination is made that exterior abatement measures will not be feasible and reasonable. An indoor analysis shall only be done after exhausting all outdoor analysis options. In situations where no exterior activities are to be affected by the traffic noise, or where the exterior activities are far from or physically shielded from the roadway in a manner that prevents an impact on exterior activities, Activity Category D shall be used as the basis of determining noise impacts. This will involve:

1. The identification of the building envelope for expected noise reduction based on the information found in ***Table 6*** of the ***FHWA Report FHWA-HEP-10-025, Highway Traffic Noise: Analysis and Abatement Guidance, December 2011*** and shown in ***Figure 18-3***;

2. Determination of the open window/closed window condition (see ***Figure 18-3***; For interior noise analysis, the FDOT considers all windows closed); and

3. If the expected reduction cannot be determined as identified in #1 above, or if #2 above cannot be determined, physical measurements of the amount of noise reduction provided by the building envelope will be conducted consistent with methodology found in the FHWA publication ***FHWA-HEP-18-065, Noise Measurement Handbook - Final Report (2018)*** and the associated document ***FHWA-HEP-18-066***, ***Noise Measurement Field Guide - Final Report (2018)***.

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to assess whether noise abatement is feasible and/or reasonable at Activity Category D locations.

18.2.1.1.5 Activity Category E

Activity Category E includes the exterior NAC for developed lands that are less sensitive to highway traffic noise. The FDOT's criteria for approaching the exterior NAC for this activity category is 71 dB(A) in exterior areas of frequent human use. Examples of this activity category include hotels, motels, offices, restaurants/bars, and other developed lands, properties or activities not included in Activity Category A-D or F. Note that hotel/motel balconies are not considered areas of external frequent human use, but hotel/motel pools are. Since these land uses are specifically excluded from Activity Category D, no analysis of interior noise levels is required.

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to assess whether noise abatement is feasible and/or reasonable at Activity Category E locations.

18.2.1.1.6 Activity Category F

Activity Category F includes developed lands that are not sensitive to highway traffic noise such as agriculture, airports, bus yards, emergency services, industrial, logging,

maintenance facilities, manufacturing, mining, rail yards, retail facilities, shipyards, utilities (water resources, water treatment, electrical), and warehousing. There is no NAC for this activity category since these land uses are not sensitive to highway traffic noise and therefore no noise analysis is required for these locations.

18.2.1.1.7 Activity Category G

Activity Category G includes undeveloped lands that are not permitted. There is no NAC for this activity category. Although consideration of abatement is not required, FDOT must determine and document highway traffic noise levels and provide this information to local governments. Details on what will be required are found in ***Section 18.2.6.2***.

18.2.1.2 Traffic Noise Impacts

Table 1 of 23 CFR Part 772 – Noise Abatement Criteria establishes the NAC that are used to determine whether a highway traffic noise impact occurs. The table is also found in ***Figure 18-1***. A traffic noise impact occurs when the modeled future highway traffic noise levels for the worst-case noise condition approach or exceed the NAC. A traffic noise impact also occurs when modeled future highway traffic noise levels substantially exceed the existing highway traffic noise level, even though the modeled levels may not exceed the NAC. FDOT has determined that the NAC is approached when it is within 1 dB(A) of the appropriate federal NAC and that a substantial increase occurs when the increase over existing conditions (measured or predicted) is 15 dB(A) or greater. To assess the highway traffic noise impact of a project, both criteria (approach of the NAC and substantial increase) must be evaluated.

Design year traffic noise impacts are based on the modeled build noise levels or the difference between the build and existing measured or modeled traffic noise levels. If one or more noise sensitive receptors are impacted by project related traffic noise levels that approach or exceed the NAC or substantially increase when compared to existing (measured or predicted) noise levels, then abatement measures must be considered. If the abatement criteria are not approached or exceeded and if projected traffic noise levels do not substantially exceed existing noise levels, abatement measures will not be considered.

For example, assuming an Activity Category B receptor, if the difference between the existing and build condition predictions is an increase of 5 dB(A), say from 63 dB(A) to 68 dB(A), then the receptor can be stated to have no substantial increase on highway traffic noise. However, since the predicted future build level approaches or exceeds the FHWA NAC for Activity Category B, noise abatement must be considered. If the predicted increase went from 42 dB(A) (existing) to 63 dB(A) (build) (a 21 dB(A) increase), the receptor (and therefore the project) would be considered to have a substantial increase and would require abatement consideration. As previously mentioned, FDOT has determined that the NAC is approached when it is within 1 dB(A) of the appropriate federal NAC. For example, assuming an Activity Category B receptor site with a predicted future noise level of 66 dB(A), the approach criterion would be met, and abatement must be

considered. However, a level of 65.9 dB(A) would not be considered to have approached or exceeded the abatement criterion, and abatement consideration would not be required.

18.2.1.3 Traffic Noise Prediction

During a project's PD&E phase, a traffic noise analysis shall be completed for the alternative(s) under detailed study and for each Activity Category of the NAC shown in ***Figure 18-1*** that is present in the study area. Consistent with ***23 CFR § 772.11(c)***, noise level predictions will be required for the following project alternatives and study years:

ALTERNATIVE	YEAR
No-build	Existing and design year
Build	Design year only

During a project's Design phase, noise level predictions are required for the build alternative and Design year only, unless a substantial increase has been identified during the project's PD&E phase. If a substantial increase of 15 dB(A) or greater is identified during the PD&E phase, existing noise levels must be re-evaluated during subsequent evaluations.

18.2.1.4 Noise Model Requirements

FDOT will conduct predictive analysis required by ***23 CFR § 772.9*** using the FHWA TNM software that is current as of the time of analysis (Note: TNM version 2.5 may be used until the next version of TNM is required for use by FHWA):

1. For low-volume two lane roadways (that will be two lanes wide after completion of the project), a screening test can be initiated using the FHWA Traffic Noise Screening Tool (TNST), which is based on TNM. A detailed study (using TNM) is required if the project does not pass the screening test (see item 2 below), which means that the calculated noise levels are within 5 dB(A) of the NAC. Coordination should take place with the District Noise Specialist to confirm proper use of this screening model.

   Refer to ***Part 1, Chapter 102 of the FDOT Design Manual (FDM), Topic No. 625-000-002*** for the definition of "low volume road" and ***Table 102.1.1, AADT Thresholds for Low and High Volume Roads***, for the urban and rural low volume AADTs for 2 lanes roadways.

2. For all Type I projects (and projects that do not pass the screening test cited above using the TNST), the current approved version of the TNM should be used as described in FHWA's ***Traffic Noise Model (FHWA TNM©)***, ***User's Guide***.

Consistent with ***23 CFR § 772.9(b)***, average pavement type shall be used in the FHWA TNM for future noise level predictions. However, in the assessment of existing conditions

(including the validation of field measurements); the actual pavement type may be used at the discretion of the District Noise Specialist.

The use of noise contour lines is allowed for project alternative screening or for land use planning to comply with ***23 CFR § 772.17***, but noise contours shall not be used for determining highway traffic noise impacts or the determination of the feasibility and reasonableness of providing noise abatement. Additional information on the development and use of noise contours can be found in ***Section 18.2.6.2***.

18.2.1.5 Traffic Requirements

In predicting traffic noise levels and assessing impacts, traffic characteristics that would yield the highest traffic noise impact for the design year shall be used. Experience has shown that the greatest traffic volume at which a roadway's design vehicular speed can be maintained usually creates the noisiest conditions. Maximum peak-hourly traffic representing Level of Service (LOS) "C" will be used, unless traffic analysis shows that LOS C will not be reached. If LOS "C" will not be reached, demand volumes shall be used. If demand volumes are used in place of LOS "C" volumes, the directional peak traffic should be worst-case for receptors on each side of the roadway.

For ramps, use the following:

1. For interchange ramp traffic, demand traffic volumes shall be used, even if they are higher than the LOS "C" volumes.

2. The vehicle speed to be used in the TNM is the posted speed for existing/no-build alternatives, and the proposed posted speed for the future build alternative. If the proposed posted speed is unknown, then the design speed is to be used. The motor vehicle speed used for ramps will be the posted speed and that speed is applied along the entire ramp unless modified by the flow condition (using TNM flow control if applicable).

Section 1.2 of the ***Traffic Noise Modeling and Analysis Practitioners Handbook*** contains additional guidance on the application of traffic data for noise studies.

FDOT's ***Traffic Data for Traffic Noise Spreadsheet*** should be utilized when converting traffic data to be entered into TNM. The ***Traffic Data for Traffic Noise Spreadsheet*** is required to be provided alongside the TNM files when submitted to FDOT.

18.2.1.6 Receptor Data

In determining traffic noise impacts for properties with Activity Category A, B, C or E, areas of frequent exterior human use should be identified.

When more than one unit is clustered together, a single receptor can be modeled as representative of a group of noise sensitive sites. Each residence that is represented by a receptor should be counted individually when determining the cost effectiveness of a noise abatement measure (e.g., if five benefited residences are represented by the same

receptor, the cost per benefited receptor discussed in ***Section 18.2.3.3.2*** of this Noise Policy should account for the five benefitted residences when determining the cost effectiveness of a noise abatement measure). Noise sensitive receptors may also consist of parks, schools, medical facilities and other sites where quiet is important for normal activities. The location of the modeled receptor in these cases will be dictated by the location of the noise source and the exterior activity that may be impacted, if any.

Modeled receptor heights for first (ground) floor receptors are always assumed to be 5 feet above ground elevation. Analysts shall increase the height above ground by 10 feet for each additional floor above ground level (i.e., 15 feet for a second-floor receptor, 25 feet for a third-floor receptor, etc.). The maximum horizontal distance, from the edge of pavement, that a receptor site will be modeled will vary based on topography and traffic conditions and will be determined on a case-by-case basis. At a minimum, the horizontal distance should be sufficient to identify all potential impacts consistent with the requirements of ***23 CFR Part 772***. If there is any question concerning the modeling of a receptor location, contact the District Noise Specialist for guidance.

18.2.1.7 Noise Descriptor

The noise level descriptor used by FDOT will be Level Equivalent (Leq). Leq is the equivalent steady-state sound level which, in a stated period of time, contains the same acoustic energy as the time-varying sound level during the same time period, with Leq(h) being the hourly value of Leq. ***Title 23 CFR Part 772*** specifies that either the Leq(h) or L10(h) metric, but not both, may be used on a project. Consistent with this requirement, the FDOT requires use of the Leq(h) metric.

18.2.2 Analysis of Traffic Noise Impacts

Title 23 CFR § 772.11(a) requires that FDOT shall determine and analyze expected traffic noise impacts:

1. For projects on new alignments, determine existing noise levels by field measurements.

2. For projects on existing alignments, predict existing and design year traffic noise levels using the version of TNM allowed in ***Section 18.2.1.4***.

Subsection (b) states that in determining traffic noise impacts, a primary consideration should be given to exterior areas where frequent human use occurs.

18.2.2.1 Field Measurements for Establishment of Ambient Noise Conditions

Field measurements are required along a new alignment to determine the existing noise levels as noted in ***23 CFR § 772.11(a)(1)***. This also applies where traffic noise does not exist or is only a minor element in the overall noise. Noise monitoring is to be conducted following the basic FHWA procedures found in the ***Noise Measurement Handbook –***

Final Report (FHWA-HEP-18-065). Measurements should be taken 5 feet above ground level and at locations representative of noise sensitive receptors adjacent to the proposed roadway alignment. If possible, a location along the alignment should be chosen that represents a noise sensitive receptor and that has a noise environment similar to most areas along this section of the alignment. At each measurement location, a minimum of 30 minutes of readings (3 repetitions of 10 minutes each) shall be taken. Use an integrating Sound Level Meter, ANSI Type 1 or 2 as described in ***23 CFR § 772.11(d)(3)*** and note the pertinent field conditions. At least two sets of readings (if practical) should be taken at each location. While it may not always be practical, it is recommended that one set of readings be taken during the morning hours and a second set be taken during the afternoon hours. If doing so would provide more reliable measurements, it is further recommended that these readings be taken over a period of two or more days. The resultant noise level for each reading shall be noted and an arithmetic average ambient reading for each site shall be determined. The average ambient reading (from all sources) shall be compared to the predicted future project traffic noise level to determine the increase (if any) in the noise level that can be expected in the area as a result of the proposed project. The entire project corridor should be reviewed under these conditions to determine if any unusual noise sources (e.g., aircraft, industrial, electrical generators, insects or other animals) exist that may influence the ambient readings. If any unusual noise sources are noted during the study, they must be identified in the field documentation. Coordination with the FDOT Noise Specialist should occur to determine if ambient measurements should be re-taken if changes in land use have the potential to influence noise levels have occurred. Specific questions regarding ambient noise field measurements should be directed to the District Noise Specialist.

18.2.2.2 Field Measurements for Model Validation

Validation measurements are required to be taken along new and existing alignments, per ***23 CFR § 772.11(d)(2)***. The primary purpose of field measuring existing traffic noise levels is to ensure that the model reasonably predicts [i.e., within +/- 3.0 dB(A), per FHWA criteria] the existing traffic noise based on the current conditions. For new alignments, validation measurements should be performed at the existing roadway to which the proposed new alignment will connect.

Traffic noise monitoring, for validation purposes, is conducted in accordance with the FHWA's measurement procedures found in the FHWA ***Noise Measurement Handbook – Final Report (FHWA-HEP-18-065)*** and supplemented with accepted professional judgment.

Perform monitoring for a minimum of 30 minutes (3 repetitions of 10 minutes each) using an integrating Sound Level Meter, ANSI Type 1 or 2 as described in ***23 CFR § 772.11(d)(3)***, noting the following:

1. Average vehicle speed for all classes of vehicles (using a radar unit or equivalent method for measuring speeds, such as electronic portable traffic speed and traffic counters);

2. Vehicle counts and class identification (automobiles, motorcycles, buses, medium trucks, heavy trucks);

3. Unusual noises (e.g., aircraft flyovers, trains, barking dogs, insects or other animals);

4. All input parameters necessary to run the computer model, including:

    a. Distance from the edge of the nearest travel lane of each roadway to the noise monitoring location;

    b. Width of roadway lanes and paved shoulders;

    c. Height of the sound level meter;

    d. Barrier/buffer information including trees, berms, structures;

    e. Type of propagation path (hard versus soft);

    f. Variations in terrain between the sound level meter and the source;

    g. Grade, if any; and

    h. The existing pavement type and condition.

If the field data was gathered without background noise that would influence the overall reading (e.g., a dog that barks continuously throughout the measurement period), the field measurements will be considered complete. If not, and a logical explanation for any unusual readings cannot be made, the field measurements at that location(s) should be repeated in accordance with the FHWA's current measurement procedures. Field measurements may also require repetition if the application of the TNM modeling process is not validated as required by ***23 CFR § 772.11(d)(2)***. As noted in the FHWA guidance document ***Highway Traffic Noise: Analysis and Abatement Guidance***, the model is validated if the existing field-measured highway traffic noise levels and predicted highway traffic noise levels for the existing condition are within +/- 3.0 dB(A). The application of a pavement type other than "average pavement" in the TNM may be used to validate existing traffic noise conditions with the approval of the OEM Noise Specialist.

Coordination with the FDOT Noise Specialist should occur to determine if validation measurements should be re-performed if land use changes have occurred post measurement and are large enough to influence noise levels. Additionally, if an update to the noise model has occurred post measurement, validation measurements must be re-performed if the new noise model will be utilized to determine impacts and assess abatement.

18.2.2.3 Prediction of Existing and Future Traffic Noise Levels

Using FHWA's TNM, traffic noise levels are predicted for the existing and design year using the appropriate traffic data and roadway configurations. This prediction applies to those receptors selected as specified in ***Section 18.2.1.6***.

When non-highway transportation noise sources such as airport operations, transit lines, and light commuter rail contribute to the noise level in the project area, the effects of these secondary sources on the total noise level at sensitive receptors must be assessed as part of the highway traffic noise assessment process. For these types of projects, coordination with the District Noise Specialist on methodology must occur prior to implementing any noise analysis. Existing studies performed for airport and transit facilities may be consulted and used as available and appropriate in this assessment. However, if no such studies have been performed or available studies are considered out of date (at the discretion of the District Noise Specialist), then noise levels from these secondary sources have to be assessed separately and mathematically combined with highway traffic noise levels to determine total impacts and the feasibility and reasonableness of noise abatement for the highway improvement. For guidance on mathematically combining decibels, see FHWA's ***Highway Traffic Noise: Analysis and Abatement Guidance (FHWA-HEP-10-025)***.

For transit and freight rail facilities proximate to highway projects, noise levels at noise-sensitive receptors should be assessed using either the Federal Transit Administration's (FTA's) ***Transit Noise and Vibration Impact Assessment Manual*** or the Federal Railroad Administration's (FRA's) online ***Guidance on Assessing Noise and Vibration Impacts*** as appropriate. This includes rail facilities that either cross the highway project area, parallel the highway project area, or are beyond the terminus of the project but still are close enough to affect noise-sensitive receptors near the project terminus. Noise levels using metrics provided from the modeling of the railroad facility [e.g., day-night average sound level (Ldn)], should be converted to Leq and the cumulative noise level from both the highway and non-highway sources should be determined mathematically. The feasibility and reasonableness of potential noise abatement associated with the highway facility should be determined relative to the cumulative noise from all sources and the anticipated insertion loss. Assessment of the magnitude of noise impacts from rail and transit facilities must comply with ***Railroad Noise Emissions Compliance Regulations, 49 CFR Part 210*** and FTA ***Transit Noise and Vibration Impact Assessment Manual***.

Existing aviation noise studies, provided they have been performed consistent with the requirements of ***Airport Noise Compatibility Planning***, ***14 CFR Part 150***, can be used in assessing the contribution to overall noise levels from nearby airports.

18.2.2.4 Existing Noise Barriers

Projects which have existing noise barriers present should follow guidance in the FDOT's ***Existing Noise Barrier Methodology Flowchart***.

18.2.3 Noise Abatement Evaluation

When impacted receptors are identified as part of the analysis conducted consistent with ***Section 18.2.2***, noise abatement shall be considered and evaluated for feasibility and reasonableness. FDOT shall determine and analyze alternative noise abatement measures to abate identified impacts by giving weight to the benefits and costs of abatement and the overall social, economic, and environmental effects by using feasible and reasonable noise abatement measures for decision-making. In abating traffic noise impacts, FDOT shall give primary consideration to exterior areas where frequent human use occurs. Where appropriate, the noise barrier with the maximum height configuration which is considered reasonable and feasible should be selected for recommendation.

The abatement measures listed in ***23 CFR § 772.15(c)*** are eligible for federal funding. Those measures are listed in ***Section 18.2.3.1***.

At a minimum, FDOT shall consider noise abatement in the form of a noise barrier when traffic noise impacts are identified.

It is not a standard practice for the FDOT to use absorptive treatments on noise barriers. Their use will be considered on a case-by-case basis under the following conditions:

1. Absorptive surface treatments for the roadway side of a noise barrier shall only be considered in parallel noise barrier situations where a width to height ratio of 10:1 or more cannot be achieved. The width is the distance between the two parallel noise barriers and the height is the average height of the barriers above the roadway. For example, if the average height of two parallel noise barriers is 20 feet, they should be at least 200 feet apart to avoid a reduction in their effectiveness due to reflections. The parallel barrier analysis module within TNM shall be used to evaluate the impact of reflections on the performance of parallel noise barriers.

2. Absorptive surface treatments shall only be considered for the roadway side of single (non-parallel) noise barriers when the distance from the face of the noise barrier to the nearest noise sensitive receptor on the opposite side of the roadway (across from the barrier) is less than 10 times the average height of the noise barrier above the roadway.

18.2.3.1 Traffic Noise Abatement Techniques

The most common type of traffic noise abatement measure is the construction of a noise barrier. As noted in ***23 CFR § 772.13(c)(1)***, at a minimum, the FDOT shall consider noise abatement in the form of a noise barrier. Therefore, all impacted receptors will require analysis for traffic noise reduction using a noise barrier. The exception to this is for “isolated residential impacts” where there is only one impacted residence that could benefit from a noise barrier, and as such, would not meet minimum feasibility requirements. In these cases, a generalized statement of this nature can be made in the ***NSR*** stating that noise barriers will not be evaluated for isolated impacted receptors.

Traffic management, alteration of horizontal and vertical alignments, acquisition of real property to create a buffer zone, and noise insulation of Activity Category D land use are also acceptable noise abatement measures.

Federal funds may be used for noise abatement on Type I projects when traffic noise impacts have been identified and abatement measures have been determined to be feasible and reasonable pursuant to ***23 CFR § 772.13(d)***. The primary noise abatement measure to be considered by FDOT for incorporation into a Type I project to reduce traffic noise impacts will be the construction of a noise barrier. **Landscaping is not a viable noise abatement measure**.

Traffic noise abatement is considered only if the predicted future build traffic noise level approaches or exceeds abatement levels in the NAC, or if build traffic noise levels substantially increase from existing noise levels (either measured or predicted) as determined in ***Section 18.2.2*** above. If no impacts are identified, see ***Section 18.2.6***.

When considering noise barriers for noise abatement, the feasibility and reasonableness factors discussed in ***Sections 18.2.3.2*** and ***18.2.3.3*** must be evaluated for each viable alternative under detailed analysis.

Noise abatement will not be required for Activity Category F or Activity Category G uses (See ***Sections 18.2.1.1.6*** and ***18.2.1.1.7***).

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to ensure the reasonableness of abatement for Activity Category C, D and E land uses.

18.2.3.2 Feasibility Factors

Feasibility factors for noise abatement measures involve both acoustic (noise reduction) and engineering considerations when considering a potential abatement measure.

18.2.3.2.1 Noise Reduction Factor

The feasibility of providing noise abatement is focused on the ability of the noise barrier to provide a reduction of at least 5 dB(A) to impacted receptors (note that the number of land uses or residences represented should be considered). The more reduction that can be achieved, the better the barrier, as long as the cost, visual impact, and other factors of the barrier are not unreasonable. Coordination with the District Noise Specialist must occur to determine unreasonable factors. If a minimum of 5 dB(A) reduction cannot be achieved at a particular receptor, that receptor is not considered benefited. The number of impacted receptors required to achieve a 5 dB(A) reduction or greater in order for a noise barrier to be considered feasible will be equal to two (2) residences or greater.

18.2.3.2.2 Design and Construction Factors

Consideration should be given to whether a noise barrier can be constructed using standard construction methods and techniques. Factors to be considered include terrain changes, utilities, safety (e.g., lane closures, sight distance), bridges, overpasses, and similar difficulties. The proposed plan should be reviewed by appropriate personnel to determine if alternative construction methods and techniques will increase the construction costs or time, impact roadway safety, or result in other impacts. Additional costs incurred solely to accommodate construction of a noise barrier should be included in the cost reasonableness evaluation of the noise barrier.

If a noise barrier must be placed on a structure, such as a bridge or a Mechanically Stabilized Earth (MSE) wall, the ability of this structure to support the additional wind and dead loads safely must be established before a final commitment to build the noise barrier is made. According to the ***FDM, Topic No. 625-000-002***, proposed noise barriers on structure (e.g., on a bridge or MSE wall) will not exceed a maximum height of eight feet. If a new bridge is being designed and a noise barrier is contemplated for placement on the bridge, the ability of the bridge to support the load of the noise barrier and crashworthiness of the proposed barrier within the clear zone will be considered as early as practicable. Placement of noise barriers on structure will require approval by the State Structures Design Engineer.

18.2.3.2.3 Safety Factors

Safety is a critical factor in determining whether a particular abatement measure is feasible. Noise barriers should be designed in accordance with ***Part 2, Section 264 of the FDM, Topic No. 625-000-002***. If a conflict between a noise barrier and safety exists, primary consideration should be given to safety. An example of such a conflict would be the loss of a safe sight distance (line of sight) at an intersection or driveway as a result of the placement of a noise barrier. Conflicts are considered during the feasibility assessment of the noise barrier and may result in a determination that a noise barrier is not feasible. Noise barriers cannot exceed the following heights:

1. For ground mounted noise barriers, the maximum height will be 22 feet above ground level.

2. For noise barriers on bridges and retaining wall structures the maximum height will be 8 feet unless a taller noise barrier is specifically approved in writing by the State Structures Design Engineer.

3. For ground mounted Traffic Railing/Noise Barrier combinations, the maximum height will be 14 feet above ground level.

Non-crash-tested noise barriers within the clear zone require shielding.

18.2.3.2.4 Access Factors

Accessibility to adjacent properties on non-limited access roadways must be given consideration since the placement of a noise barrier may block ingress and egress to these properties. Other access issues to be considered include access to a local sidewalk or normal routes of travel.

18.2.3.2.5 Right of Way Factors

ROW needs, including access rights, easements for construction and/or maintenance, and additional land must be considered as part of the feasibility of noise barrier construction. If necessary, the FDOT can consider the purchase of additional ROW or make a request for the donation of ROW from the adjacent property owners(s) for the purpose of noise barrier construction and/or maintenance. The additional cost to purchase ROW shall be included in the overall cost reasonableness calculations. In the case where purchase of ROW is not possible or if the adjacent property owner(s) do not wish to donate the necessary ROW, the noise barrier or noise barrier system shall be determined not feasible. ROW needs will be determined as early in the process as possible.

18.2.3.2.6 Maintenance Factors

Maintenance of a noise barrier must be considered to ensure that the barrier can be maintained using standard practices. Maintenance crews must have reasonable access on both sides of the barrier for both personnel and equipment. Since graffiti can be a serious problem, consideration should be given as to how it can be reduced.

18.2.3.2.7 Drainage Factors

Drainage is an important element that must be considered in the location and design of a noise barrier. Directing stormwater along, under, or away from a noise barrier can cause construction and maintenance problems and therefore, must be given adequate consideration.

18.2.3.2.8 Utility Factors

Utility issues, including the impact of noise barriers on utilities and the reverse must be assessed early in the process. Both overhead and underground utilities can have a significant impact on design and construction options.

18.2.3.3 Reasonableness Factors

Once a noise abatement measure is determined to be feasible, the reasonableness of noise abatement will then be determined. The following reasonableness factors must collectively be achieved in order for the noise abatement measure to be deemed reasonable:

1. Consideration of the viewpoints of the benefited property owners and residents (during the Design phase);

2. Cost effectiveness of the highway traffic noise abatement measure; and

3. Achievement of the FDOT NRDG.

Two of the factors of reasonableness are considered during the PD&E phase; cost effectiveness and achievement of the FDOT NRDG. The consideration of the viewpoints of benefited receptors (property owners and residents) is done during the Design phase.

18.2.3.3.1 Viewpoint of the Benefited Receptors

Through the ETDM screening process, the District Noise Specialist will input traffic noise related concerns received from communities adjacent to the project into the Environmental Screening Tool (EST).

During the PD&E phase, input from the public regarding the project, including traffic noise and abatement, is gathered during workshops, public hearings and other public involvement opportunities, such as the project website, email, written comments and phone calls.

A more detailed process to solicit the viewpoint of the benefited receptors is invoked during the Design phase of the project. Each benefited receptor (owner or resident) will be given the opportunity to provide input to FDOT regarding their desire to have the proposed noise abatement measure constructed. They may also be given the opportunity (at the discretion of the District) to provide input regarding their aesthetic preferences from a list of pre-selected options.

During the Design phase of the project, FDOT will use either a noise abatement workshop and/or a public survey to determine the wishes of the benefited receptors. The survey effort may include a mailing of information related to the abatement measure along with a survey form to be signed and returned to FDOT. It is the desire of FDOT to obtain a response for or against the noise barrier from a numerical majority (greater than 50%) of the benefited receptors (owners and residents) that provide a response to the survey. Multiple techniques to solicit input may be used, including multiple mailings, door-to-door follow up, and even telephone solicitation (as needed) to provide adequate information to allow FDOT to make an informed decision on whether abatement is desired or not. If, after three attempts to gather the input from the benefited receptors, a minimum response rate of 50% is not achieved, the FDOT may determine the abatement measure to be not reasonable. If a numerical majority of the benefited residents and property owners that provide a response to the survey do not favor the construction of a noise barrier, FDOT will not provide the noise barrier. It is important to note that the viewpoints of the property owner will be considered as having the greatest weight in the decision as to whether FDOT will provide noise abatement. While the viewpoint of the non-owner resident will be considered, their viewpoint will carry less weight, consistent with the formula shown in ***Table 18-1***.

Table 18-1 Viewpoint Weighting Factors

Property Type	Owner Occupies Property	Owner Does not Occupy Property	
		Owner	Renter
Single Family	100%	90%	10%
Multifamily (duplex, apartments, condominiums)*	100%	90%	10%
Mobile Home Park*	100%	80%	20%
Offices, Businesses	100%	80%	20%
* The weighting factor is for each unit (mobile home, apartments, condominiums), not for the entire mobile home park, apartment complex or condominium building.			

For example, if a renter of a single-family home wishes to have noise abatement but the owner does not, the opinion of the homeowner would prevail. If the owner of the home did not respond for or against the noise abatement measure, then the renter's opinion would be used to be the equivalent to 10% of the homeowner. This means that 10 renters in favor of the noise abatement would equal the vote of 1 owner-occupied home.

The input of Homeowners Associations (HOA) should be considered during the survey process, especially if the HOA owns common land adjacent to FDOT ROW where the noise barrier would be located. However, no formal vote shall be made by the HOA and the desires of the HOA cannot preclude those of the benefited receptors behind the noise barrier.

18.2.3.3.2 Cost Effectiveness

FDOT has established cost effectiveness criteria that have been in place for many years. The basis for the cost effectiveness criteria is that FDOT has provided approximately 1,600 square feet of noise barrier per benefited receptor at a reasonable cost. Using the current unit cost of $40.00 per square foot, a reasonable cost of $64,000 per benefited receptor is looked upon as the upper limit. Only benefited receptors will be included in the calculation used to determine if a proposed noise abatement measure has a reasonable cost. Note that this cost does not include the cost of an optional additional taper of vertical height for shoulder mounted noise barriers, as this is a safety feature. Cost factor elements are re-analyzed by FDOT every five (5) years, with the last analysis and approval occurring in 2024. The relationship between unit costs and the upper limit for cost reasonableness will be based on maintaining a constant upper limit of 1,600 square feet of noise barrier per benefited receptor. This upper limit is derived by multiplying the statewide average height of noise barriers in Florida of 16 feet by a theoretical barrier length of 100 feet. FDOT considers the following elements as part of the overall calculation of cost effectiveness of a noise barrier:

1. The cost of materials and labor;

2. The cost of additional ROW (including the cost of construction and/or maintenance easements) needed exclusively to construct the noise barrier (if any);

3. The cost of new or upgraded drainage structures required by the construction of a noise barrier; and

4. On projects where Florida Gas Transmission (FGT) facilities are present within FDOT ROW, the ***FGT Agreement and Global Settlement*** controls the responsibilities of both FDOT and FGT. Where a noise barrier is proposed to be located within the below clearances to FGT's facilities, FGT may at its sole discretion decide to move its facilities.

    a. Single Line:

        1. Nine (9) inch internal diameter or greater: 15 feet unencumbered from the outside edge of the line plus 25 feet additional temporary workspace on one side of the 15-foot unencumbered space.

        2. Less than nine (9) inch internal diameter: 5 feet unencumbered from the outside edge of the line plus 10 feet additional temporary workspace on one side of the 5-foot unencumbered space.

    b. Two Lines: 60 feet, measured from the center line of the pipelines, with no additional temporary workspace.

    c. Three Lines: 75 feet, measured from the center line of the two outside pipelines, with no additional temporary workspace.

        For pipelines at those locations where the width between two pipelines is greater than thirty (30) feet, and for three pipelines where the width between the centerline of the two outermost pipelines is greater than forty-five (45) feet, such pipelines shall constitute single pipelines as identified in item number 1 (Single Line) above for the purposes of establishing the Specified Width; provided, however, pipelines that are equal to or less than thirty (30) feet apart measured from the center line of the two pipelines shall be treated as two pipelines consistent with item number 2 above (Two Lines).

        If FGT decides to move its facilities, FGT and FDOT may split the cost of ROW acquisition, construction, and other project costs in accordance with the ***FGT Agreement and Global Settlement***. Any additional costs incurred by FDOT shall be included in the cost reasonableness calculations for the proposed noise barrier. If FGT decides not to relocate its facilities, alternative locations for noise barrier placement shall be investigated. Any additional costs incurred as a result of the relocated noise barrier shall be included in the cost reasonableness calculations for that noise barrier.

5. The standard cost of the barrier foundation and any specialized foundation due to site conditions are to be included in the calculations of cost-effectiveness.

However, if the foundation and earthwork is part of the road construction, it should not be included in the noise barrier cost calculations.

Cost elements do not include the cost of designing the noise barrier, relocation of utilities (above or below ground) that are permitted within FDOT ROW, clearing and grubbing, mobilization, maintenance of traffic, construction engineering and inspection, and related activities that are considered as part of the total construction project. To be considered as a noise abatement cost, the costs must be incurred solely because of the installation of the noise barrier. An example would be when there is a need to extend a culvert that would not be necessary for roadway construction but is required to construct the noise barrier.

It is important that the cost-effectiveness of abatement be determined during the PD&E Study to enable FDOT to make a Statement of Likelihood in the Environmental Document to pursue this abatement effort in the Design phase. The PD&E Noise Study should also note that the reasonableness of providing noise abatement in the form of a noise barrier is subject to a detailed review in Design and subsequent Re-evaluations.

The primary method of determining the cost for noise abatement by FDOT will involve a review of the cost per benefited receptor for the construction of a noise barrier benefiting a single location (such as a subdivision or contiguous impacted areas) with each area being considered a CNE area. A CNE implies that a group of receptors of the same NAC activity category are exposed to similar noise sources and levels, traffic volumes, traffic mix, speed, and topographic features and are benefited by the same noise barrier or noise barrier system. Noise barriers may be provided for common noise environments that contain different Activity Categories of the NAC, provided that the combined person-hour usage (outlined in ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses***) results in a cost reasonable noise barrier. Contact the District Noise Specialist for questions related to the application of the CNE criteria.

In the case of RV parks that also serve as a mobile home site, noise abatement will be considered when at least 51 percent of the noise impacted spaces are occupied 51 percent of the year or more by “permanent” residents. A permanent resident would be one who occupies the dwelling unit at least 51 percent of the calendar year. For these locations, where usage is often seasonal and of short duration, the property owner will determine the occupancy rate of that portion of the facility that is impacted by traffic noise. If less than 51 percent of the impacted spaces are occupied less than 51 percent of the year, abatement measures will not be considered. The same occupancy requirements will apply for other forms of temporary housing not identified here and will be considered on a case-by-case basis in consultation with OEM. The noise abatement measure must be feasible and reasonable before it will be considered further.

Third-party funding is not allowed to subsidize the cost of a noise barrier for the purpose of making the noise barrier feasible or reasonable. Third-party funding as noted in ***23 CFR § 772.13(j)*** is acceptable on a federal or federal-aid highway Type I project to make functional enhancements as long as the noise abatement measure already has been determined to be feasible and reasonable.

18.2.3.3.3 Noise Reduction Design Goal

As stated in ***23 CFR § 772.13(d)(2)(iv)*** for an abatement measure to be considered reasonable, it must attain the FDOT NRDG. To ensure the provision of reasonable traffic noise abatement consideration at the greatest number of impacted locations, FDOT has selected a 7 dB(A) noise level reduction for one (1) or more benefited receptors as the NRDG. Failure to achieve the NRDG will result in the noise abatement measure being deemed not reasonable. In setting this goal, FDOT reviewed historic records of noise barrier reduction dating back to 1979. The average noise reduction for these noise barriers was 7.36 dB(A), which would indicate that the NRDG of 7 dB(A) is reasonable. The NRDG should be applied to residential as well as non-residential (i.e., special land uses) noise barrier evaluations.

18.2.4 Outdoor Advertising Sign Impacts

Although it is not to be considered as either a feasibility or reasonableness option, Florida Law requires consideration of the potential to construct a noise barrier that might block the motorist's view of an existing, conforming and legally permitted outdoor advertising sign. As early in the PD&E Study as possible, the District Outdoor Advertising section of the Office of Right of Way must be notified (consistent with the ***Right of Way Procedures Manual, Topic No. 575-000-000***) in order to identify outdoor advertising signs affected by any proposed noise barrier. At a minimum, the section number and milepost for each noise barrier, along with an estimated construction date, will be given to the Outdoor Advertising Section so notice of the possible screening of a sign can be provided to the affected sign permit holder(s) (Note: If the latitude and longitude of the sign can be provided, this will assist the Outdoor Advertising section in locating the needed information).

Outdoor advertising signs that are legally permitted, conforming and erected may increase the height of the sign if visibility is blocked due to the construction of "noise attenuation" barriers consistent with ***Section 479.25, F.S.*** This statute requires FDOT to notify a local government or local jurisdiction before erecting a noise barrier that will block a lawfully permitted sign. The local government or local jurisdiction is then required to notify FDOT if increasing the height of an outdoor advertising sign will violate any local ordinance or land development regulation of the local government. When the notice has been received from the local government or local jurisdiction, and prior to the erection of the noise barrier, FDOT shall inform all property owners identified as impacted by highway noise, and who may benefit from the proposed noise attenuation barrier, as part of a written survey, that:

1. Erection of a specific noise barrier may block the visibility of an existing outdoor advertising sign;

2. The local government or local jurisdiction may restrict or prohibit increasing the height of the existing outdoor advertising sign to make it visible over the noise barrier; and

3. If a majority of the impacted property owners vote for the construction of the noise barrier, the local government or local jurisdiction will be required to:

    a. Allow an increase in the height of the sign in violation of a local ordinance or land development regulation;

    b. Allow the sign to be relocated or reconstructed at another location if the sign owner agrees; or

    c. Pay the fair market value of the sign and its associated interest in the real property.

The statute also requires FDOT to hold a public hearing within the boundaries of the affected local government or local jurisdiction to receive input on proposed noise barriers that may conflict with the local ordinances or land development regulations, and to suggest or consider alternatives or modifications to the proposed noise barrier to alleviate or minimize the conflict with the local ordinances or land development regulations, or minimize any costs associated with relocation, reconstructing, or paying for the affected outdoor advertising sign. Alternatives or modifications to proposed noise barriers that would not provide the minimum 5 dB(A) reduction will not be considered.

The written survey materials shall inform the affected property owners of the location, date, and time of the public hearing. The public hearing may be held concurrently with other public hearings scheduled for the project. A general notice of the public hearing shall also be published in a newspaper in accordance with the notice provision of ***Section 335.02(1), F.S.***, and contain the same information provided in the written survey materials. The notice shall not be placed in that portion of a newspaper in which legal notices or classified advertisements appear. Please refer to ***Part 1, Chapter 11, Public Involvement***, for additional details about meeting notification requirements.

FDOT shall not construct a noise barrier that screens or blocks the visibility of a lawfully permitted outdoor advertising sign until after the public hearing is held and the numerical majority of the impacted property owners have approved the construction of the noise barrier. If the construction of the noise barrier is approved, FDOT shall notify the local governments or local jurisdictions. The local governments or local jurisdictions shall then exercise one of the options listed above.

The construction of business names/logos or building addresses on noise barriers is in violation of ***23 CFR § 750.709***. For noise barriers in urban and suburban areas, imprinting of subdivision names or logos on the noise barrier may be considered only at the portion of the noise barrier at the legal entrance to the subdivision. FDOT allows consideration of noise barrier aesthetic enhancement that meets FHWA regulations related to this process. Each request for such an application will be handled on a case-by-case basis.

18.2.5 Community Coordination

18.2.5.1 Community Coordination in PD&E

The degree and type of community coordination and participation will vary from project to project. For projects requiring consideration of abatement, the community involvement activities should allow for presentation and discussion of noise impacts related to the project. Opportunities for such involvement should be provided, as appropriate, during the environmental evaluation and documentation phase as part of the public involvement and/or public hearing process. See ***Section 18.2.6.2*** for required coordination with local officials.

18.2.5.2 Community Coordination in Final Design

When noise abatement is anticipated in the final design phase, community coordination will include a survey of benefited property owners and residents to determine their viewpoints regarding abatement. This can be done using any number or combination of techniques (e.g., door-to-door contacts, telephone surveys, mailed survey forms, public workshops).

The viewpoint of the benefited receptors (property owners and residents) related to abatement should be analyzed in the decision-making process. Discussions at public meetings may also include a presentation of material options, physical dimensions, obtainable levels of reduction, and cost factors so public input can be considered in decision-making.

In the event that some benefited property owners or residents desire noise abatement and others do not, further assessment may be necessary in order to determine what impact, if any, this will have on the feasibility and reasonableness as well as the social impacts. Consultation with OEM may be needed. Documentation of noise abatement measures developed during the final design should include letters, public hearing transcripts, and survey results indicating that the benefited property owners or residents were afforded an opportunity to provide input.

18.2.6 Noise Study Report

The results of the noise analyses shall be reported in an ***NSR*** and summarized in the appropriate section of the Environmental Document. Viable alternatives will be documented, including the no-build alternative.

The ***NSR*** should have a logical sequence, which adequately describes the procedures used in developing the ***NSR***, performing the required analyses, and arriving at the appropriate conclusions. Data in the ***NSR*** should be well presented by utilizing graphics and references so the report is readily understandable by both technical and non-technical audiences. Noise levels (measured or predicted) should be reported to the nearest 1/10th of a decibel. The report should focus on relevant information. TNM modeling files should be provided in SWEPT. The ***NSR*** should also include: the existing

(measured or predicted) as well as the predicted future build and no-build noise levels for each receptor; required field monitoring data and any necessary explanation of the results of this data; a complete set of aerials showing the full project limits and the location of receptor points used in the noise analysis; and the date of the last review of land use that was considered in the ***NSR***. ***Figure 18-4*** illustrates a recommended outline for the ***NSR***.

The ***NSR*** must use the ***Technical Report Cover Page, Form No. 650-050-38*** as the cover sheet of the report. A sample ***NSR*** cover page is provided in ***Figure 18-10***. This cover page of the ***NSR*** includes the following statement:

> *The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022 and executed by the Federal Highway Administration and FDOT.*

18.2.6.1 Methodology and Assumptions

Include the following information related to methodology and assumptions in the ***NSR***:

1. Noise model(s) and methodology used;
2. Alternatives and years considered;
3. Existing and design year vehicle volumes, speeds, and composition data;
4. Receptor locations and descriptions, including land use activity category;
5. Basis for determination of existing and future traffic noise levels; and
6. Noise descriptor used.

Include a comparison of the total traffic noise levels for each build and no-build alternative along with the appropriate NAC and existing (measured or predicted) noise levels. Also include in the ***NSR*** all abatement considerations and a Statement of Likelihood (See ***Section 18.2.6.3***).

Include an illustration similar to ***Figure 18-6*** in the ***NSR*** to assist the public in understanding how traffic noise levels relate to other sound sources.

18.2.6.2 Coordination Requirements and Documentation

Summarize in the ***NSR*** any coordination or communications that may have taken place with other agencies and the public and include in the public coordination section. Include comments and any responses to any comments. A statement should also be made that a copy of the final ***NSR*** will be circulated to the appropriate local planning/zoning officials for their use upon approval of the Environmental Document. The ***NSR*** should also include

a representation of the best estimate of the contours from the proposed edge of pavement at which traffic noise levels would approach or exceed the NAC for Activity Categories A through E for each project segment as shown in ***Figure 18-7***.

When the Environmental Document is approved, send copies of the ***NSR*** to the appropriate local government officials within whose jurisdiction the highway project is located. See ***Figure 18-8*** for a sample ***NSR*** transmittal letter. The following information should be transmitted along with the ***NSR*** consistent with ***23 CFR § 772.17(a)***:

1. Noise compatible planning concepts;

2. A representation of the estimated distances from the proposed edge of pavement at which traffic noise levels would approach or exceed the NAC for Activity Categories A through E for each segment of the project; and

3. After the DPK, FDOT is no longer responsible for providing noise abatement to new development which occurs adjacent to the proposed highway project.

The above items are intended solely to assist local officials and private developers in promoting compatibility between land development and highways. Upon request, FDOT may provide additional available material and technical guidance which may assist local officials and private developers in this respect. The ***NSR*** transmittal letter should be included in the SWEPT project file.

18.2.6.3 Documentation in the PD&E Phase

Before approval of a CE, FONSI, ROD, NMSA, or SEIR, FDOT shall identify:

1. A Statement of Likelihood for the noise abatement measures which are potentially feasible and reasonable, and which are likely to be incorporated into the project; and

2. Noise impacts for which no noise abatement measures are feasible and reasonable.

Title 23 CFR § 772.13(h) states that FHWA will not approve project plans and specifications unless feasible and reasonable noise abatement measures are incorporated into the plans and specifications to reduce the traffic noise impact on existing activities, developed lands, or undeveloped lands for which development is permitted.

Noise abatement will be analyzed two (2) times during the development of a project. The first time will be during the PD&E phase where the Environmental Document is prepared. By the time the Environmental Document is prepared, the noise studies will have progressed to the stage where noise-impacted areas have been identified. Although at this stage it is unlikely that exact locations, abatement types, ROW requirements, or design and construction feasibility factors can be determined, the approximate noise barrier location and height information should be determined. The second time noise abatement will be analyzed will be during final design prior to Plans, Specifications, and

Estimates (PS&E) approval. Any noise sensitive receptor that is permitted between the completion of the ***NSR*** and the DPK will be analyzed for traffic noise impacts and, if impacts are predicted, abatement will be considered during the Design phase of the project.

If there are no impacted receptors within the project, the following statement (or variation thereof) should be used:

> Based on the noise analyses performed to date, there appear to be no impacted areas within the project that require abatement consideration.

When feasible and reasonable noise abatement measures are identified, in accordance with ***23 CFR Part 772***, the Highway Traffic Noise section of the Environmental Document shall contain a Statement of Likelihood similar to the following:

> The Florida Department of Transportation is committed to the construction of feasible and reasonable noise abatement measures at the noise-impacted locations identified in (insert a table or figure which shows the proposed location and physical description of noise abatement measures determined feasible and reasonable) contingent upon the following conditions:
>
> 1. Final recommendations on the construction of abatement measures are determined during the project's final design and through the public involvement process;
>
> 2. Detailed noise analyses during the final design process support the need, feasibility and reasonableness of providing abatement;
>
> 3. Cost analysis indicates that the cost of the noise barrier(s) will not exceed the cost reasonable criterion;
>
> 4. Community input supporting types, heights, and locations of the noise barrier(s) is provided to the District Office; and
>
> 5. Safety and engineering aspects as related to the roadway user and the adjacent property owner have been reviewed and any conflicts or issues resolved.
>
> Appropriate project-specific contingencies may be added to the statement of likelihood.

If no feasible or reasonable abatement is identified, the following statement (or variation thereof) shall be used:

> Based on the noise analyses performed to date, there are no feasible solutions available to mitigate the noise impacts at the locations identified in (insert a table or figure which shows proposed location and physical

description of noise abatement measures determined not feasible or reasonable).

18.2.6.4 Design Phase Considerations

Abatement measures proposed in the PD&E phase are reconsidered and analyzed during the Design phase in light of more exact design, project alignment refinements, and detailed project data. Notably, if there is a gap of time between approval of the ***NSR*** and the Environmental Document (DPK), a review of any new potential NSAs must be considered during the Design phase and documented in the ***Design Noise Study Report (DNSR)***. In addition, land use changes that have occurred before the DPK may preclude the construction of abatement measures or potentially create the need for abatement that was not considered during the PD&E phase.

The final noise abatement locations, barrier types, lengths and heights and aesthetic treatments recommendations are determined during the project's Design phase and through the public involvement process. The goals of the highway traffic noise analysis performed during the Design phase are to:

- determine if the abatement measures recommended during PD&E are still reasonable and feasible as outlined in ***Section 18.2.3.2*** and ***Section 18.2.3.3***;
- determine if new abatement measures are required;
- determine the desires of the benefited receptors;
- incorporate aesthetic treatments.

The final noise abatement commitments must be documented in the Re-evaluation and the ***DNSR*** (as required by ***Part 2 Section 264.2.1, of the FDM, Topic No. 625-000-002***) prior to construction advertisement, regardless of project funding sources.

For non-conventional (not the traditional design-bid-build) projects, the ***Request for Proposal (RFP)*** package will include the noise abatement requirements. Prior to the approval of an Alternative Technical Concept (ATC), a ***DNSR*** should be prepared. If an ATC proposes changes to the horizontal or vertical alignments depicted in the Concept Plans, any associated required changes to the noise abatement locations must be addressed. Any modifications or additions to noise abatement locations and dimensions depicted in the ***RFP*** must be approved by FDOT based on the information from a ***DNSR*** prepared by the Design-Build Firm. The Design-Build Firm must coordinate with the District Noise Specialist to ensure proper public involvement occurs during final design. Refer to ***Section 18.2.11*** for projects with overlapping PD&E and Design phases.

The Design Project Manager must work with the environmental staff to ensure that the final noise abatement commitments are reflected in the Re-evaluation of the Environmental Document before the project moves to the Construction phase.

If the abatement measures recommended during the PD&E phase are no longer considered feasible or reasonable during Design for a given location(s), such determination(s) will be made in the Re-evaluation process prior to requesting approval for construction advertisement (***Part 1, Chapter 13, Re-evaluations***). Commitments regarding the exact abatement measure locations, heights, and type (or approved alternatives) will be made during the Design phase and recorded on the ***Project Commitments Record (PCR)*** as required by ***Procedure No. 650-000-003, Project Commitment Tracking***. See ***Part 2, Chapter 22, Commitments*** for more information on commitments.

If abatement is not feasible or reasonable, the following statement (or variation thereof) shall be used:

> Based on the noise analyses performed to date, there are no feasible and reasonable solutions available to mitigate the noise impacts at the locations identified in (insert a table or figure which shows the proposed location and physical description of noise abatement measures determined not feasible or reasonable).

18.2.6.5 Construction Noise and Vibration Impacts

The early identification of potential construction noise and/or vibration impacts that may result from the construction of the project is important. The level of consideration for construction noise and vibration is discussed in ***Highway Traffic Noise: Analysis and Abatement Guidance (FHWA, December 2011)***. Any potential construction noise or vibration impacts that are identified in the PD&E phase shall be documented in the ***NSR*** and in the Environmental Document, along with any identified abatement measures that are potentially feasible and reasonable. A list of example construction noise and vibration-sensitive receptors has been developed and can be found in ***Figure 18-9***. This will allow avoidance and/or mitigation options to be developed during the final design phase. These options can then be placed in the construction plans and applied during the construction of the project by the Contractor.

A discussion of construction noise and vibration impacts must be included in the Environmental Document whether the NAC are exceeded or not. It is generally based on site specific conditions and should, at a minimum, include a general reference to the ***FDOT Standard Specifications for Road and Bridge Construction*** to control noise and/or vibration impacts.

Examples of standard specifications that may be applied to a project include:

1. ***Section 6-3.1*** related to the storage of materials to minimize noise impacts on sensitive receptors;

2. ***Section 100-2.1*** related to equipment approval requiring the use of factory recommended exhaust mufflers and to remove or repair any equipment that is disapproved by the Engineer;

3. ***Section 100-2.2*** requires adequate equipment maintenance to minimize noise pollution caused by construction equipment;

4. ***Section 100-2.3*** suggests that all stationary equipment be screened from noise sensitive receptors beyond normal working hours and, if feasible, screen this equipment during normal working hours to reduce noise impacts;

5. ***Section 120-6.4*** addresses the concept of establishing haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum; and

6. ***Section 455-1.1*** requires that the Contractor take reasonable precautions to prevent structural damage to existing structures by monitoring settlement and vibrations in accordance with the requirements of the specifications.

FHWA's ***Highway Construction Noise Handbook*** provides guidance for the prediction and mitigation of construction noise. The Roadway Construction Noise Model (RCNM; found within TNM 3.2), which is the FHWA's national model for the prediction of construction noise, may be used as needed. The RCNM provides a construction noise screening tool to predict construction noise levels and determine compliance with noise limits for a variety of construction noise projects. The use of the RCNM should be coordinated with OEM prior to application.

Any recommended special construction noise and/or vibration mitigation measures identified during the review of potential construction and/or vibration impacts will be described in the ***NSR*** and in the Environmental Document, as appropriate. In considering construction noise and/or vibration mitigation, it should be noted that special provisions may be added as appropriate to the project's construction specifications. Any unique noise and/or vibration control efforts to be considered during construction shall be coordinated with the District Noise Specialist and Project Manager prior to inclusion in the ***NSR***.

The following is a sample construction noise and vibration statement for inclusion in the appropriate ***NSR/DNSR*** and Environmental Document:

> Based on the existing land use within the limits of this project, construction of the proposed roadway improvements will (will not) have any noise or vibration impact. If noise-sensitive land uses develop adjacent to the roadway prior to construction, additional impacts could result. It is anticipated that the application of the ***FDOT Standard Specifications for Road and Bridge Construction*** will minimize or eliminate most of the potential construction noise and vibration impacts. However, should unanticipated noise or vibration issues arise during the construction process, the Project Manager, in concert with the District Noise Specialist and the Contractor, will investigate additional methods of controlling these impacts.

18.2.7 Environmental Document

The expected level of noise impacts discussion for each type of Environmental Document is provided in the sections below. The Environmental Document shall identify locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise abatement alternative.

The final ***NSR*** is uploaded into the SWEPT project file and a summary should be included in the Environmental Document. The Highway Traffic Noise section of the Environmental Document should contain enough detail to convey the degree of noise impact attributed to the proposed project, along with certain required statements. The Environmental Document must reference the ***NSR*** for additional details using a statement similar to the following:

> The Noise Study Report for this project is available from the District Office, located at _____.

The Environmental Document will also include information regarding the consideration of noise abatement measures that have or have not been determined to be feasible and reasonable based on the information available at the time the ***NSR*** was completed.

After OEM grants Location and Design Concept Acceptance (LDCA) for a federal project, or a SEIR has been approved, a copy of the ***NSR*** is sent to the appropriate local government officials who have jurisdiction where the highway project is located. Other information that will aid these officials in their planning and land use decisions to minimize highway noise impacts in the future may be sent along with the ***NSR***. See ***Figure 18-8*** for a sample ***NSR*** transmittal cover letter to a local planning agency.

Type III projects do not require a noise analysis. For these projects, the Highway Traffic Noise section within the Environmental Document should include a statement similar to the following:

> This project has been determined to be a Type III project as defined in ***23 CFR § 772.5*** and does not require a noise analysis.

18.2.7.1 Type 2 Categorical Exclusion

On the ***Type 2 Categorical Exclusion Determination Form*** in SWEPT, identify if it is a Type I or Type III project (***Section 18.1.3***) pursuant to ***23 CFR Part 772*** and ***Section 335.17, F.S.*** Summarize the results of noise impacts documented in the ***NSR***. The summary should include locations with the predicted noise impacts that have feasible and reasonable abatement barriers, and locations with impacts that have no feasible or reasonable noise abatement alternative. Include the ***NSR*** as Technical Material and add a map for noise as an attachment, if applicable.

18.2.7.2 Environmental Assessment with Finding of No Significant Impact

The Highway Traffic Noise section of the Environmental Assessment (EA) must reference and summarize the ***NSR***. Specific references to the items discussed in ***Section 18.2.2*** and ***Section 18.2.3*** are included as appropriate. Coordination which occurred during the noise study must be documented. The Comments and Coordination section shall include letters from agencies expressing comments on the ***NSR***. Resolution of comments shall also be documented in this section. In the FONSI, provide a summary of all noise impacts resulting from the project. If abatement measures are being recommended for further consideration, identify the sites for which the abatement is proposed. For those locations with impacts, where abatement is not feasible and/or reasonable, provide those locations and an explanation as to why the abatement measure(s) considered was determined to not be feasible and/or reasonable.

18.2.7.3 Environmental Impact Statement

The Highway Traffic Noise section of an Environmental Impact Statement (EIS) should summarize the ***NSR*** and include the following information:

1. A brief description of NSAs and their location, including information on the numbers and types of activities which may be impacted. The availability of the ***NSR*** at the District Office will be noted.

2. The extent of the impact (in decibels). This will include a brief description of the methodology used and identification of the computer model used, along with a comparison of the future predicted noise levels with both FHWA NAC and the existing predicted noise levels.

3. Noise abatement measures which have been considered and those measures that would likely be incorporated into the proposed project.

4. Noise impacts for which no feasible and reasonable abatement is available and the reasons why.

18.2.7.4 State Environmental Impact Report

The Highway Traffic Noise section of a SEIR should summarize the anticipated traffic noise impacts identified in the ***NSR*** and appropriately reference the basis for decision the same as for a federal project as described in this chapter. The applicable standard statements and Statement of Likelihood in ***Section 18.2.6.3*** should be included.

18.2.8 Re-evaluations

The Re-evaluation of any Environmental Document that included an ***NSR*** shall also include an update of the traffic noise analysis. Assumptions made and data used during the original noise analysis and documented in the ***NSR*** shall be reviewed and updated to

ensure the assumptions and any preliminary commitments are still valid. This may include, but not necessarily be limited to, current and future traffic data (volumes, speeds, composition), roadway alignment (horizontal and vertical), land use, propagation path, barriers/buffers (including trees, berms, structures), variation in terrain between noise source and receptors, and changes in TNM versions. If the latest noise evaluation utilized a previous version of TNM (prior to TNM version 2.5), an update of the traffic noise analysis is required. Changes to the horizontal and vertical roadway alignment should follow the guidance provided in the Type I Projects Matrix provided in ***Figure 18-2***. The Re-evaluation may result in no change to the ***NSR*** or in a completely new ***DNSR*** being required. At a minimum, it must be documented that the original noise study and analysis was reviewed and that the assumptions, project conditions and results are still valid. Computer modeling efforts will be conducted using the latest approved version for any required subsequent noise Re-evaluation as a result of a major design change.

Coordination with OEM during the Re-evaluation process on federal projects is required (see ***Part 1, Chapter 13, Re-evaluations***).

The final noise abatement commitments must be documented in the Re-evaluation and the ***DNSR*** prior to construction advertisement, regardless of project funding sources. Additionally, the ***PCR*** must also be updated. If the ***DNSR*** is substantially modified from the version previously distributed to the affected local governments, a revised version should be sent out to them.

18.2.9 Design-Build Projects

When a Design-Build firm proposes an alternative technical concept to the concept included in the ***RFP*** for the Design-Build project, the District must re-evaluate the noise study in conformance with the provisions of ***40 CFR § 1506.5*** and ***23 CFR § 636.109***. The design-build noise study Re-evaluation must follow the analysis procedures outlined in this Chapter.

Changes to the horizontal and vertical roadway alignment should follow the guidance provided in the Type I Projects Matrix provided in ***Figure 18-2***. If changes in the roadway design occur during the Design-Build process, the following guidance shall be considered:

1. If the Re-evaluation results in the identification of additional impacted receptors, a change in location of impacted receptors, or an increase in the proposed noise abatement dimensions (height and/or length), the FDOT will construct the proposed abatement as long as it's feasible, reasonable, and desired by the public.

2. If the Re-evaluation results in reduced traffic noise impacts due to changes in the project design, or previously predicted noise impacts no longer warrant abatement consideration, the FDOT will consider abatement based on the commitments, public sentiment, and consultation with OEM, provided that abatement construction is feasible.

3. The public shall be engaged when modifications to noise abatement commitments and the intent to alter abatement measures are being considered.

18.2.10 Projects with Concurrent PD&E and Design Phases

Noise studies for projects with concurrent PD&E and Design phases are still required to follow the requirements of ***23 CFR Part 772*** and this chapter. When design activities overlap PD&E activities, only the PD&E phase ***NSR*** may be prepared because the roadway plans may have enough detail (Phase II design plans) to allow noise abatement commitments to be made at that time. It is important that subsequent plan sets be reviewed for changes in roadway geometry that could necessitate a change to the noise analysis. These projects will still utilize a DPK based on the date of the approval of the Environmental Document for the project.

Once the final design of the project is completed, the review of the design plans must verify that no changes have occurred relative to what was previously evaluated and documented in the ***NSR***. If significant changes have occurred that may alter the results of the original noise study and any noise abatement commitments (if applicable), a Re-evaluation is warranted and documented in a new ***DNSR*** before the project is advertised for construction. Changes to the horizontal and vertical roadway alignment should follow the guidance provided in the Type I Projects Matrix provided in ***Figure 18-2***.

18.2.11 Abatement Measure Reporting

Title 23 CFR § 772.13(f) requires that each highway agency maintain an inventory of all constructed noise abatement measures. To comply with the inventory requirement, FDOT maintains an inventory of all noise abatement barriers constructed on the SHS in a GIS layer housed in the University of Florida's GeoPlan Center Florida Geographic Data Library (FGDL). Each District Noise Specialist must annually gather and provide inventory data to the University of Florida's GeoPlan Center.

This inventory data shall include at least the following parameters:

1. Type of abatement;
2. Cost (overall cost, unit cost per/sq. ft.);
3. Average height;
4. Length;
5. Area;
6. Location (state, county, city, route);
7. Year of construction;

8. Average insertion loss/noise reduction as reported by the model in the noise analysis;

9. NAC category(s) protected;

10. Material(s) used (precast concrete, berm, block, cast in place concrete, brick, metal, wood, fiberglass, combination, plastic [transparent, opaque, other]);

11. Features (absorptive, reflective, surface texture);

12. Foundation (ground mounted, on structure); and

13. Project type (Type I, Type II) and optional project types such as state funded, county funded, tollway/turnpike funded, other, unknown. The FHWA will collect this information, in accordance with Office of Management and Budget's Information Collection requirements.

For a complete list of items to be reported by the District Noise Specialists, see the FGDL attributes metadata website (***Section 18.3***). Federal submission requirement fields are prefaced with FED in the FGDL database.

The noise abatement barriers data is reported tri-annually to FHWA once a request is received to submit the report. At the request of OEM, the GeoPlan Center will prepare the tri-annual report submitted by the State Noise Program Coordinator to the FHWA Florida Division Office in the format required by ***23 CFR § 772.13(f)***.

18.3 REFERENCES

FHWA, FHWA's Noise Policy FAQs - Frequently Asked Questions. https://www.fhwa.dot.gov/Environment/noise/regulations_and_guidance/faq_nois.cfm

FHWA, Report FHWA-HEP-06-015, FHWA Highway Construction Noise Handbook: Final Report, August 2006. https://rosap.ntl.bts.gov/view/dot/8837

FHWA, Report FHWA-HEP-05-054, FHWA Roadway Construction Noise Model User's Guide: Final Report, January 2006. http://www.fhwa.dot.gov/environment/noise/construction_noise/rcnm/rcnm.pdf

FHWA, Report Number FHWA-PD-96-009, FHWA Traffic Noise Model User's Guide. April 2004. http://www.fhwa.dot.gov/environment/noise/traffic_noise_model/tnm_v25/users_manual/index.cfm

FHWA, Report FHWA-HEP-10-025, Highway Traffic Noise: Analysis and Abatement Guidance, December 2011. https://www.fhwa.dot.gov/environment/noise/regulations_and_guidance/analysis_and_abatement_guidance/revguidance.pdf

FHWA, Report Number FHWA-HEP-18-065, Noise Measurement Handbook. June, 2018. https://www.fhwa.dot.gov/environment/noise/measurement/handbook.cfm

FHWA, Use of Freeway Shoulders for Travel — Guide for Planning, Evaluating, and Designing Part-Time Shoulder Use as a Traffic Management Strategy, February 2016. https://ops.fhwa.dot.gov/publications/fhwahop15023/

First Renewal of the Memorandum of Understanding Between FHWA and FDOT Concerning the State of Florida's Participation in the Surface Transportation Project Delivery Program Pursuant to 23 U.S.C. 327, May 26, 2022. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/nepa_assign/florida-327-mou---signed.pdf?sfvrsn=202c70b4_2

FRA, Guidance on Assessing Noise and Vibration Impacts. https://www.fra.dot.gov/Page/P0216

FTA, Report Number 0123, Transit Noise and Vibration Impact Assessment Manual. September 2018. https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf

FDOT, Design Manual, Topic No. 625-000-002. https://www.fdot.gov/roadway/fdm

FDOT, Existing Noise Barrier Methodology Flowchart. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/noise/noisebarrierflowchart-05-22-2023.pdf?sfvrsn=579b28f0_1

FDOT, Methodology to Evaluate Highway Traffic Noise at Special Land Uses, January 2024. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/noise/sluguidancedocument-slus-12-13-2023.docx?sfvrsn=4ff85c20_1

FDOT, Project Commitment Tracking, Procedure No. 650-000-003. https://pdl.fdot.gov/

FDOT, Right of Way Procedures Manual, Topic No. 575-000-000, Section 12.1, Outdoor Advertising Signs. https://www.fdot.gov/rightofway/ProceduresManual.shtm

FDOT, Standard Specifications for Road and Bridge Construction. https://www.fdot.gov/design/standardplans/default.shtm

FDOT, Traffic Data for Traffic Noise Spreadsheet. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/noise/fdotoemnoisetrafficdataspreadsheetversion2-02-01-2024.xlsx?sfvrsn=37753d37_1

FDOT, Traffic Noise Modeling and Analysis Practitioners Handbook, December 2018. https://www.fdot.gov/environment/publications.shtm

Section 335.02, F.S., Authority to designate transportation facilities and rights-of-way and establish lanes; procedures for re-designation and relocation; application of local regulations. http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0335/Sections/0335.02.html

Section 479.25, F.S., Erection of noise-attenuation barrier blocking view of sign; procedures; application. July 1, 2014. http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0479/Sections/0479.25.html

Section 335.17, F.S., State highway construction; means of noise abatement. 2012. http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0335/Sections/0335.17.html

Title 14 CFR § 150, Airport Noise Compatibility Planning https://ecfr.io/Title-14/pt14.3.150

Title 23 CFR § 636.109, How does the NEPA process relate to the design-build procurement process. https://ecfr.io/Title-23/pt23.1.772

Title 23 CFR § 750.709; On-property or on premise advertising. https://ecfr.io/Title-23/pt23.1.750

Title 23 CFR § 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise, Tuesday, July 13, 2010. http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title23/23cfr772_main_02.tpl

Title 40 CFR § 1506.5, Environmental Impact Statements, Nov. 29, 1978. http://www.ecfr.gov/cgi-bin/text-idx?SID=bbdf2357d9d42328f1467b91ac5f1076&mc=true&node=se40.33.1506_15&rgn=div8

Title 49 CFR § 210, Railroad Noise Emission Compliance Regulations. Federal Railroad Administration. https://ecfr.io/Title-49/pt49.4.210

University of Florida, GeoPlan Center. Florida Geographic Data Library (FGDL) Metadata Explorer. http://fgdl.org/metadataexplorer/explorer.jsp

18.4 FORMS

Technical Report Cover Page, Form No. 650-050-38

18.5 HISTORY

10/6/2003, 4/18/2007, 5/24/2011, 7/27/2016, 6/14/2017: NEPA Assignment and re-numbered from Part 2, Chapter 17, 1/14/2019, 7/1/2020, 7/1/2023

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential
C[2]	67	66	Exterior	Active sports areas, amphitheaters, auditoriums, campgrounds, cemeteries, day care centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, recreational areas, Section 4(f) sites, schools, television studios, trails, and trail crossings.
D	52	51	Interior	Auditoriums, day care centers, hospitals, libraries, medical facilities, places of worship, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, schools, and television studios.
E[2]	72	71	Exterior	Hotels, motels, offices, restaurants/bars, and other developed lands, properties or activities not included in A-D or F.
F	_	_	_	Agriculture, airports, bus yards, emergency services, industrial, logging, maintenance facilities, manufacturing, mining, rail yards, retail facilities, shipyards, utilities (water resources, water treatment, electrical), and warehousing.
G	_	_	_	Undeveloped lands that are not permitted.

(Based on Table 1 of 23 CFR Part 772)

1 The Leq(h) Activity Criteria values are for impact determination only, and are not design standards for noise abatement measures.

2 Includes undeveloped lands permitted for this activity category.

Note: FDOT defines that a substantial noise increase occurs when the existing noise level is predicted to be exceeded by 15 decibels or more as a result of the transportation improvement project. When this occurs, the requirement for abatement consideration will be followed.

Figure 18-1 Noise Abatement Criteria

Type I Project Activities (Noise Study Required)		Not Type I (No Noise Study Required)
1	Construction of highway on new location	
2	New or relocated interchanges	
3	Addition of new interchange ramps (add a ramp where no ramps existed). Viewed as a new location.	
4	Relocation of an interchange ramp where the edge of the outside lane on any segment of the ramp reduces the distance to the closest receptor by one-half. (See #6 for realignment of ramps)	
5	Increasing capacity to an existing on or off interchange ramp (by adding lanes) including associated merge lanes. Viewed as a new location.	
6	Lengthening an existing interchange ramp's acceleration or deceleration lane and associated merging into the mainline to a total of more than 2500 feet (from the gore to the end of the lane), or re-aligning where any segment of the ramp reduces the distance to the closest receptor by one-half.	Lengthening an existing interchange ramp's acceleration or deceleration lane and associated merging into the mainline (total length less than 2500 feet), or re-aligning where any segment of the ramp DOES NOT REDUCE the distance to the closest receptor by one-half.
7	Alteration of the horizontal alignment of an existing highway such that the edge of the outside lane reduces the distance to the closest receptor by one-half.	Alteration of the horizontal alignment of an existing highway such that the edge of the outside lanes DOES NOT REDUCE the distance to the closest receptor by one-half.
8	Alteration of the vertical alignment, or the surrounding topography, where existing shielding is removed and the line of sight between the noise source and the receptor is now direct. (Activity does not include removal of vegetation).	
9	Addition of new through-lanes that increase capacity to an existing highway. (Noise analysis required on both sides of the highway whether the lanes are all in one direction or both directions of travel.)	
10	Restriping existing pavement to add a through-lane or auxiliary lane (See #13, #14 and #15 for auxiliary lanes).	
11	Addition of new or substantially altered weight station, rest stop, ride share lot or toll plaza.	
12	Addition of ramps or new lanes serving as climbing lanes for buses and trucks.	
13	Addition of auxiliary lanes used as through lanes on local roads.	
14	Auxiliary lanes on freeways and expressways connecting two or more interchanges (continuous lanes longer than 2500 feet from gore to gore).	Auxiliary lanes on freeways and expressways connecting two closely spaced interchanges (less than 2500 feet from gore to gore) to accommodate weaving traffic.
15		Turn lanes at intersections associated with arterial highways
16		Bicycle and Pedestrian paths
17		Safety activities (23 USC § 402)
18		Landscaping
19		Installation of fencing, signs, pavement marking, small passenger shelters, traffic signals, railroad warning signals (that don't disrupt traffic patterns)
20		Deployment of electronics, photonics, communications, information processing to improve safety and security
21		Re-surfacing, restoration, rehabilitation or reconstruction of an existing facility (unless there is a change in horizontal or vertical alignment per 7 & 8 above).
22		Electronic toll collection facilities that do not disrupt traffic patterns.

Figure 18-2 Type I Project Matrix

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Figure 18-3 Building Noise Reduction Factors

EXAMPLE PD&E NOISE STUDY REPORT (NSR) OUTLINE

EXECUTIVE SUMMARY

TABLE OF CONTENTS
- List of Tables
- List of Figures
- List of Appendices

1.0 INTRODUCTION
- 1.1 Project Description (includes Project Location Map)
- 1.2 Proposed Improvements (includes conceptual typical section(s))

2.0 METHODOLOGY (opening paragraph references regulation, policy and TNM version)
- 2.1 Noise Metrics
- 2.2 Traffic Data
- 2.3 Noise Abatement Criteria (includes general discussion and application specific to the project)
- 2.4 Noise Abatement Measures (General Discussion)
  - 2.4.1 Traffic Management
  - 2.4.2 Alignment Modifications
  - 2.4.3 Buffer Zones (includes noise contours and intended application of contours)
  - 2.4.4 Noise Barriers (includes discussion of minimum reduction requirements and cost reasonable limit)

3.0 TRAFFIC NOISE ANALYSIS
- 3.1 Model Validation
- 3.2 Existing Noise Levels: Ambient Measurements (documents noise monitoring to establish existing noise levels; usually only included for new alignment projects); **OR** Modeled Existing Noise Levels (documents TNM-modeled existing conditions; usually only included for existing alignment projects)
- 3.3 Predicted Noise Levels and Abatement Analysis (includes, at minimum, a discussion of impacts and noise barrier analysis with each impacted Noise Sensitive Area (NSA)

4.0 CONCLUSIONS (includes Statement of Likelihood)

5.0 CONSTRUCTION NOISE AND VIBRATION

6.0 COMMUNITY COORDINATION (documents any public comments specific to traffic noise, transmittal of the NSR to local officials and references noise contours discussed above)

7.0 REFERENCES

APPENDICES
- **Appendix A** **Traffic Data**
- **Appendix B** **Predicted Noise Levels**
- **Appendix C** **Aerials** (showing receptor points)
- **Appendix D** **TNM Modeling Files and PDF of the NSR** (on disc, including “Read Me” file)

Figure 18-4 Example PD&E Noise Study Report Outline

EXAMPLE DESIGN NOISE STUDY REPORT (DNSR) OUTLINE

EXECUTIVE SUMMARY

TABLE OF CONTENTS
- List of Tables
- List of Figures
- List of Appendices

1.0 INTRODUCTION
- 1.1 Project Description (includes Project Location Map)
- 1.2 Summary of PD&E Results and Commitments
- 1.3 Design Improvements (includes comparison to PD&E conceptual design and design typical section[s])

2.0 METHODOLOGY (opening paragraph references regulation, policy and TNM version)
- 2.1 Noise Metrics
  - 2.1.1.1 Traffic Data
- 2.2 Noise Abatement Criteria (includes general discussion and application specific to the project; includes discussion that the PD&E noise analysis determined no substantial increase, if applicable)
- 2.3 Noise Abatement Measures (General discussion identifying noise barriers as only viable abatement measure based on PD&E noise study; includes discussion of minimum reduction requirements and cost reasonable limit)

3.0 TRAFFIC NOISE ANALYSIS
- 3.1 Model Validation (Only if validation update from PD&E noise study is needed)
- 3.2 Predicted Noise Levels and Abatement Analysis (includes, at minimum, a discussion of impacts and noise barrier analysis with each Noise Sensitive Area (NSA); includes selection of recommended noise barrier length and height)
- 3.3 Engineering Feasibility Review (includes discussion on noise barrier modifications to resolve construction conflicts)

4.0 Outdoor Advertising (if applicable, discusses conflicts with outdoor advertising, resolution of conflicts and fulfillment of FDOT responsibilities in accordance with 479.25, F.S.)

5.0 CONCLUSIONS (includes discussion on fulfillment of PD&E commitments and tabulates specifics for each recommended noise barrier to be included in the design plans and constructed with the project)

6.0 CONSTRUCTION NOISE AND VIBRATION

7.0 COMMUNITY COORDINATION (includes results of noise barrier survey specific to each noise barrier or noise barrier system)

8.0 REFERENCES

APPENDICES
- **Appendix A Traffic Data**
- **Appendix B Predicted Noise Levels**
- **Appendix C Aerials** (showing receptor points and noise barriers to be included in design plans)
- **Appendix D Noise Barrier Survey Package**
- **Appendix E Engineering Feasibility Review Form(s)** (if applicable)
- **Appendix F TNM Modeling Files and PDF of the DNSR**

Figure 18-5 Example Design Noise Study Report Outline

COMMON OUTDOOR ACTIVITIES	NOISE LEVEL dB(A)	COMMON INDOOR ACTIVITIES
	---110---	Rock Band
Jet Fly-over at 1000 ft		
	---100---	
Gas Lawn Mower at 3 ft		
	---90---	
Diesel Truck at 50 ft, at 50 mph		Food Blender at 1 m (3 ft)
	---80---	Garbage Disposal at 1 m (3 ft)
Noise Urban Area (Daytime)		
Gas Lawn Mower at 100 ft	**---70---**	Vacuum Cleaner at 10 ft
Commercial Area		Normal Speech at 3 ft
Heavy Traffic at 300 ft	**---60---**	
		Large Business Office
Quiet Urban Daytime	**---50---**	Dishwasher Next Room
Quiet Urban Nighttime	**---40---**	Theater, Large Conference Room (Background)
Quiet Suburban Nighttime		
	---30---	Library
Quiet Rural Nighttime		Bedroom at Night, Concert Hall (Background)
	---20---	
	---10---	
	---0---	
Lowest Threshold of Human Hearing		Lowest Threshold of Human Hearing

Source: California Dept. of Transportation Technical Noise Supplement, Oct. 1998, Page 18.

Figure 18-6 Typical Noise Levels

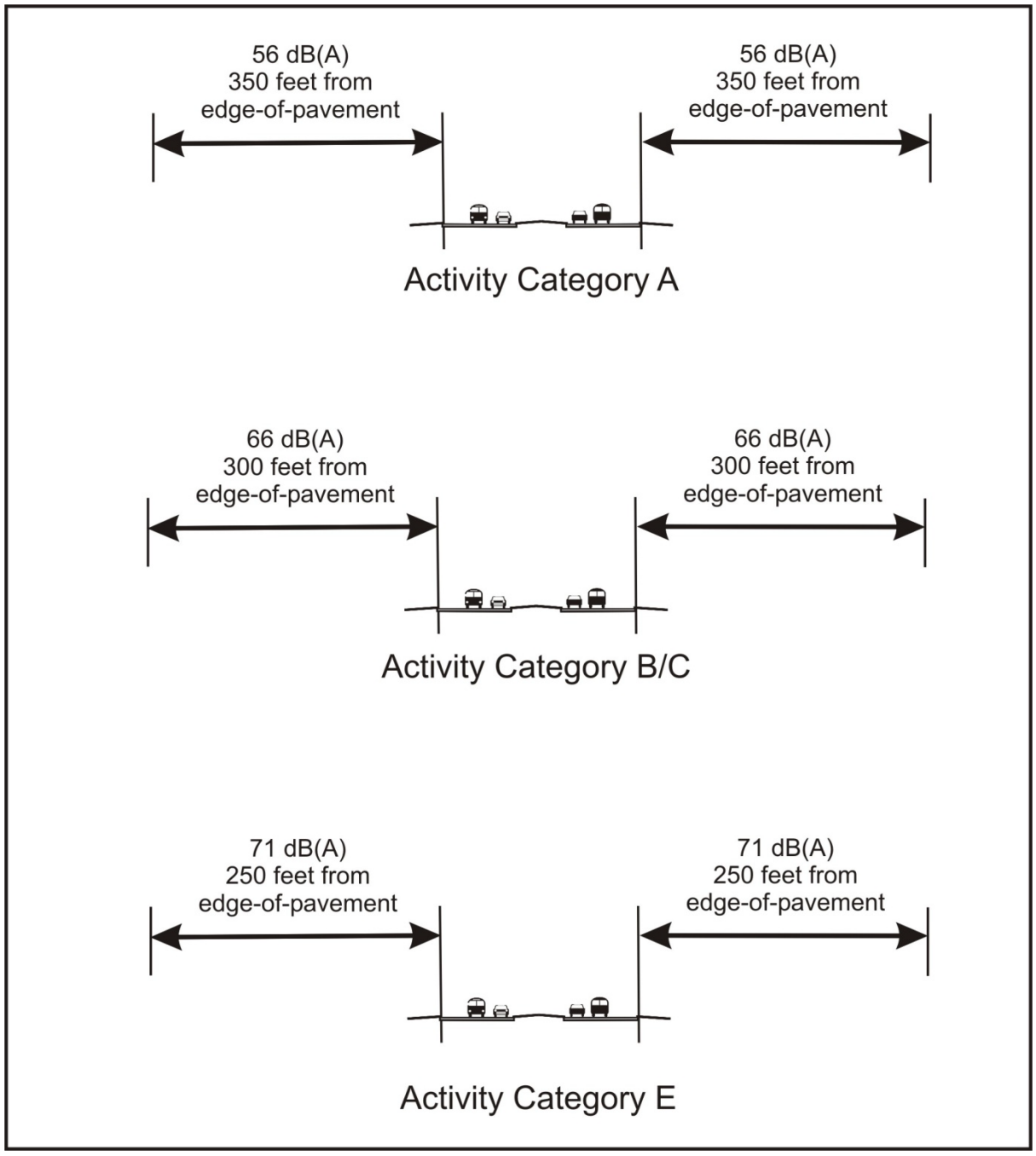


Figure 18-7 Sample Noise Contours

Date

Addressee
Appropriate Growth Management Office
Local Government
City, Florida Zip Code

The Florida Department of Transportation (FDOT) has received approval of (**INSERT LDCA or SEIR APPROVAL HERE**) for the Project Development and Environment (PD&E) Study for **(INSERT PROJECT NAME HERE**). As part of the PD&E Study, a traffic noise study was performed. Consistent with applicable federal regulations and state policies, attached is a copy of the Final Noise Study Report/Design Noise Study Report (Choose one as appropriate). (**INSERT APPROPRIATE SECTION/TABLE/FIGURE HERE**) contains information related to the estimated distance from the edge of the nearest travel lane for the improved roadway where traffic noise impacts are predicted to occur in the future design year for the project for the different land use categories contained in the Federal Highway Administration (FHWA) and FDOT Noise Abatement Criteria (NAC).

This information is being provided to assist the local planning agency and developers in the prevention of future traffic noise impacts on lands which are currently undeveloped. The Date of Public Knowledge for the project is the date of approval of the Environmental Document for the project. The FDOT is not responsible for providing noise abatement for noise sensitive land uses that are permitted for construction after that date. Upon request, the FDOT may provide additional available materials and technical guidance related to noise compatible land use planning to assist the local agencies and developers in this regard.

Sincerely,

(INSERT DISTRICT NOISE SPECIALIST/FDOT PM NAME HERE)

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022 and executed by the Federal Highway Administration and FDOT.

Figure 18-8 Sample Noise Study Report Transmittal Cover Letter

Noise	Vibration
Eye Centers/Clinics	Eye Centers/Clinics
Medical Centers	Medical Centers
Hospitals	Hospitals
Geriatric Centers	Geriatric Centers
Sound Recording Studios	Sound Recording Studios
TV/Radio Stations	TV/Radio Stations
Residences	Residences
Technical Laboratories	Technical Laboratories
Hearing Testing Centers	Antiques Shops
Theaters	Museums
Schools	Historic Buildings
Motels/Hotels	
Funeral Homes	
Libraries	
Meditation Centers	
Churches/Shrines	
Parks	
Day Care Centers	
Outdoor Theaters	
Note: This list is not meant to be all inclusive or exclusive, but rather an indication of the type of sites likely to be sensitive to construction noise and/or vibration.	
Source: FDOT Noise and Vibration Task Team; August 17, 1999.	

Figure 18-9 Construction Noise and Vibration Sensitive Sites

Noise Study Report

Florida Department of Transportation

District X

Project Title

Limits of Project

County, Florida

Financial Management Number: XXXXX-X

ETDM Number: XXXXXX

Date

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the Federal Highway Administration and FDOT.

(Signature Block as Needed)

Figure 18-10 Sample Noise Study Report Cover Sheet for Federal Projects

WestCity FP Shops, LLC &
WestCity FP Shops Property Owners Association, Inc.
9293 NW 15 St.
Coral Springs, FL 33071-6048

December 2, 2025

City of Ft. Pierce Commissioners
City Hall
100 N. US 1
Fort Pierce, FL 34950

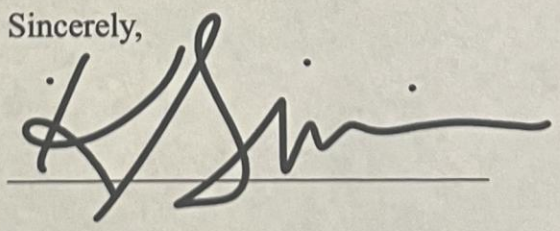
RE: Pulte-Cornerstone Planned Development

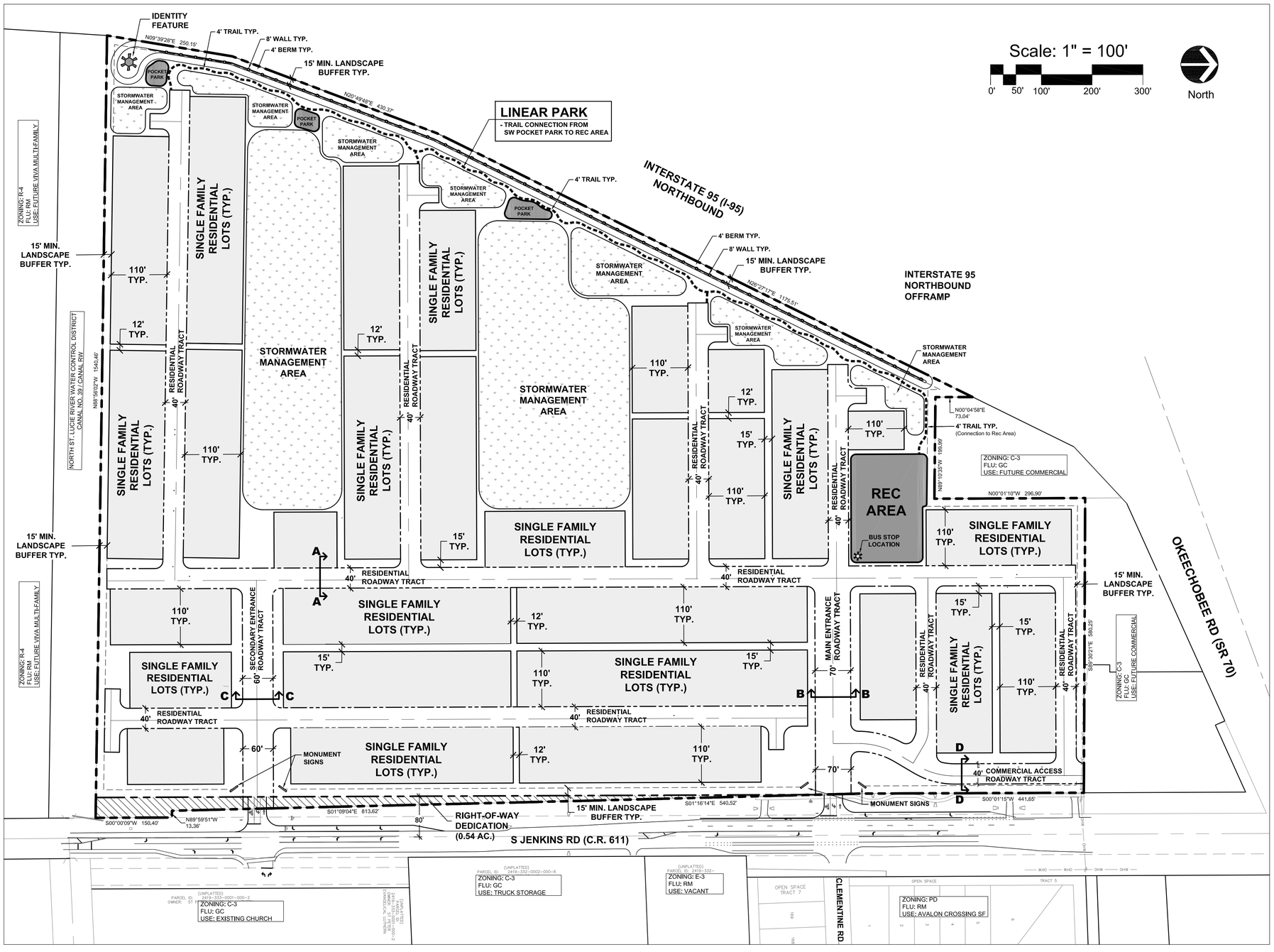
Dear Mayor and City Commissioners,

WestCity FP Shops, LLC and WestCity FP Shops Property Owners Association, Inc. (together "WestCity") own commercially zoned land located just southeast of the interchange at I-95 and Okeechobee Road. Just south of WestCity's property is property owned by Cornerstone Fort Pierce Development, LLC, which currently is going through the City approval process for the Pulte-Cornerstone Planned Development ("PD").

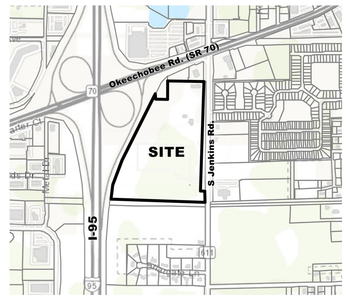
The site plan for Pulte-Cornerstone PD includes a vehicular access drive giving access to WestCity's land. Approval of the Pulte-Cornerstone PD with the access drive will help support future commercial development on WestCity's property. WestCity is in support of the application for the Pulte-Cornerstone PD and asks that the City grant master and final planned development approval for this project.

Sincerely,





Location Map



Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

Maximum Density: (RM) 5 DU / Ac. (49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:	250 Units
Proposed Gross Site Density:	5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Legal Description

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

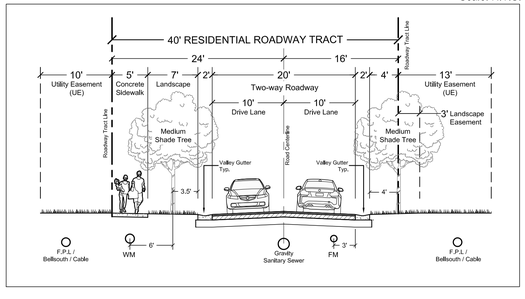
THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

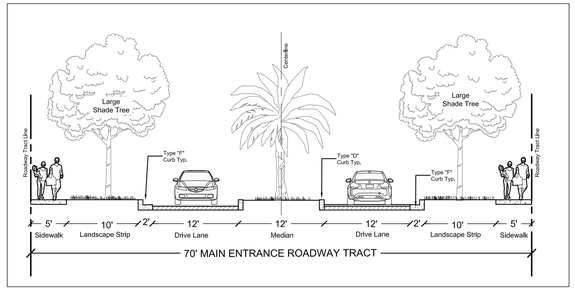
Section A-A: 40' Typical Residential Roadway Tract

Scale: N.T.S.



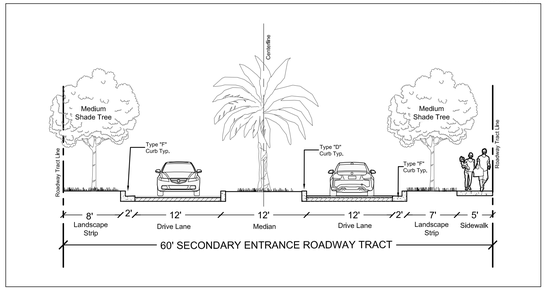
Section B-B: 70' Main Entrance Roadway Tract

Scale: N.T.S.



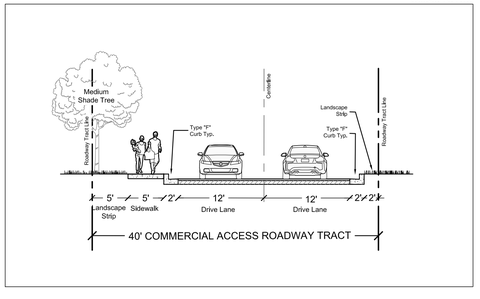
Section C-C: 60' Secondary Entrance Roadway Tract

Scale: N.T.S.



Section D-D: 40' Commercial Access Roadway Tract

Scale: N.T.S.



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Pulte Cornerstone

Florida

City of Fort Pierce
Master PD Site Plan

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Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	11-15-2024
	2-14-2025 6-13-2025

Revision Dates
11-14-25 (Revised Bus Stop Location)
12-4-25 (Revised Side Corner Setback In table)

MSP-1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: PD2024-00007 - Pulte-Cornerstone Master PD - 2721 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 4th, 2026

NOTICE BY MAIL: December 23rd, 2025

NOTICE BY SIGNS: January 6th, 2026

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE: Vennis Gilmore **DATE:** January 6th, 2026

Cornerstone Fort Pierce Dev/ECHO Real Estate
560 Epsilon Dr
Pittsburgh, PA 15238-2815

WestCity FP Shops LLC
9293 NW 15th ST
Coral Springs, FL 33071-6048

Viva Communties At Treasure Coast West LLC
365 Route 59, Unit Ste 110
Airmont, NY 10952-3460

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Kronos LLC/William G Angelos
1708 Coconut Dr
Fort Pierce, FL 34949-3439

NSLRWCD
14666 Orange AVE
Fort Pierce, FL 34945-4511

Acencion Covarrubias Santoyo
2201 Barbara AVE
Fort Pierce, FL 34982-6443

Avalon Crossing Master HOA Inc
601 N Congress AVE, Unit Ste 302
Delray Beach, FL 33445-4639

OkeeJen LLC & S and S Rentals B LLC
1870 Aloma AVE, Unit Ste 250
Winter Park, FL 32789-4049

Building Hope South Jenkins Road LLC
1730 Pennsylvania Ave NW, Unit Ste 250
Washington, DC 20006-4736

St Peter Evangelical Luthern
2900 S Jenkins RD
Fort Pierce, FL 34981-4427

Cynthia Armstrong Bowling
714 Pomegranate PL
Fort Pierce, FL 34981-5339

Sarah-Lynn Dias
712 Pomegranate PL
Fort Pierce, FL 34981-5339

Chevaughn Maitland
710 Pomegranate PL
Fort Pierce, FL 34981-5339

Andrew Michael Handler
708 Pomegranate PL
Fort Pierce, FL 34981-5339

Lashonda Nicole Phillips
706 Pomegranate PL
Fort Pierce, FL 34981

Andrea Headley
704 Pomegranate PL
Fort Pierce, FL 34981-5339

Mario Sanchez
702 Pomegranate PL
Fort Pierce, FL 34981-5339

S R BACHER ENTERPRISES LLC
1821 N US Highway 1
Fort Pierce, FL 34946-1498

Marie Suze Louis
367 Clementine RD
Fort Pierce, FL 34981-5334

Scheila B Berres
365 Clementine RD
Fort Pierce, FL 34981-5334

Ronnie L King
363 Clementine RD
Fort Pierce, FL 34981-5334

Yoidel Alfonso
715 Pomegranate PL
Fort Pierce, FL 34981-5339

Clifford George Graham
2450 SE Addison ST
Port St Lucie, FL 34984-5251

Home Depot Usa Inc/Property Tax Dept #0283
PO Box 105842
Atlanta, GA 30348-5842

Kimberly Nina Ortiz Boyd
709 Pomegranate PL
Fort Pierce, FL 34981

Mercedes Nunez-De Cruz
707 Pomegranate PL
Fort Pierce, FL 34981

Trevor James Butts
705 Pomegranate PL
Fort Pierce, FL 34981-5339

Livendy Dorcin
703 Pomegranate PL
Fort Pierce, FL 34981-5339

Emma Miles
711 Pomegranate PL
Fort Pierce, FL 34981-5339

Wiltona Tamika Watson
713 Pomegranate PL
Fort Pierce, FL 34981-5339

La Granja Seafood Inc
6032 SE 116th Pl
Okeechobee, FL 34974

Abdul M Maqsudi
359 Clementine RD
Fort Pierce, FL 34981-5334

Waffle House Inc
5986 Financial DR
Norcross, GA 30071-2949

Harold A Guardia
357 Clementine RD
Fort Pierce, FL 34981-5334

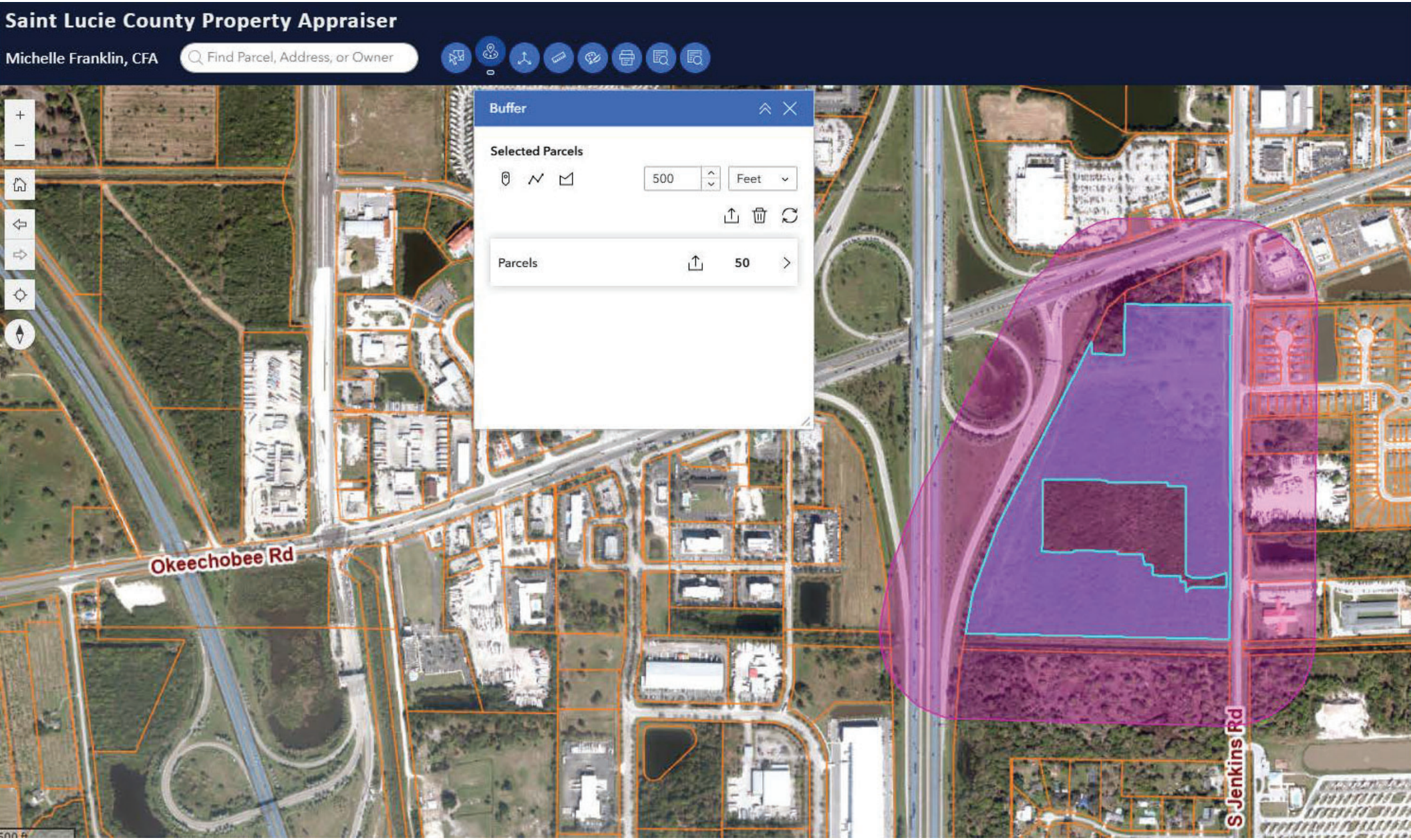
Fort Pierce Commercial Prop
321 Royal Poinciana Plaza
Palm Beach, FL 33480

Richard E Bonvie
4567 W Tradewinds Ave
Lauderdale by the Sea, FL 33308

SRI Real Estate Properties LLC/McClain SDI LLC
PO Box 2128
Ridgeland, MS 39158-2128

Loretta Darlene Shepherd
355 Clementine RD
Fort Pierce, FL 34981-5334

Racetrac Petroleum Inc/Silver Oak Advisors
PO Box 2437
Smyrna, GA 30081-2437


Saint Lucie County Property Appraiser
Michelle Franklin, CFA
Find Parcel, Address, or Owner
Buffer
Selected Parcels
500
Feet
Parcels
50
Okeechobee Rd
S Jenkins Rd

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENNIS GILMORE, SENIOR PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 2ND RESUBMITTAL - PULTE-CORNERSTONE MASTER PD & DEVELOPMENT AGREEMENT

CAO RLS FILE: RLS 25-414

DATE: JANUARY 5, 2026

I have reviewed the above Request for Legal Services (RLS) related to the resubmission of the Master PD Ordinance and PD Development Agreement for the Pulte Cornerstone Planned Development. After consultation with the City Manager, the Planning Department, and the Pulte Development team and their legal counsel, changes have been made to the Ordinance and the Agreement. The Owner and Applicant have signed the Agreement. The final version of the Ordinance and the signed Agreement have been uploaded to Agenda Quick for your utilization.

As uploaded to Agenda Quick, the Ordinance and the Agreement are approved as to legal 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 - 5:05 PM **32. A.**

Meeting Date: 01/20/2026

Re: Audit Committee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R03 Establishing Auditor Selection Committee; selection of the Committee chair from among the Commission.

SUMMARY:

Section 218.391(2)(b), Florida Statutes, requires the governing body of a municipality to establish an Auditor Section Committee. Florida Statutes require that the Auditor Selection Committee consist of a minimum of three (3) members, which must include one (1) member of the Fort Pierce City Commission who will serve as the committee chair. Four (4) members of the Auditor Selection Committee will be appointed by City Commission provided they possess a general understanding of governmental financial reporting and auditing, as defined in Section 218.391, Florida Statutes and the City's Finance Director and/or City Manager will serve as an advisor to the Auditor Section Committee.

RECOMMENDATION:

Adopt this resolution to establish the committee and select a member of the body to serve as its Chair.

ALTERNATIVES:

Delay formation of the Audit Committee.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Richard D. Chess, City Manager

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

26-R03

FS 218.391

City Attorney Approval

RESOLUTION NO. 26-R03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA ESTABLISHING AN AUDITOR SELECTION COMMITTEE, IN ACCORDANCE WITH SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR COMMITTEE PURPOSE, MEMBERSHIP, AND DUTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 218.391(2)(b), Florida Statutes, requires the governing body of a municipality to establish an Auditor Section Committee; and

WHEREAS, the primary purpose of the Auditor Selection Committee is to assist the Fort Pierce City Commission in selecting an auditor to conduct the required annual audit; and

WHEREAS, Florida Statutes require that the Auditor Selection Committee consist of a minimum of three (3) members, which must include one (1) member of the Fort Pierce City Commission who will serve as the committee chair; and

WHEREAS, four (4) members of the Auditor Selection Committee will be appointed by City Commission provided they possess a general understanding of governmental financial reporting and auditing, as defined in Section 218.391, Florida Statutes;

WHEREAS, the City's Finance Director and/or City Manager will serve as an advisor to the Auditor Section Committee; and

WHEREAS, the Auditor Selection Committee will solicit certified public accounting firms that are qualified to complete the City's required annual audit through a request for proposal process, as required in Section 218.391(3), Florida Statutes; and

WHEREAS, the Auditor Selection Committee will evaluate and rank, in order of preference, the proposals received from qualified certified public accounting firms; and

WHEREAS, the Auditor Selection Committee will present its ranked recommendations to the City Commission for consideration; and

WHEREAS, the City Commission will select a certified public accounting firm and, authorize the City Manager to negotiate a contract for auditing services with the selected firm, in accordance with Section 218.39, Florida Statutes, and

WHEREAS, the Auditor Selection Committee will be dissolved after the City Commission approves a contract with the selected certified public accounting firm;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That the Auditor Selection Committee is established pursuant to Section 218.391, Florida Statutes.

SECTION 2. That the Auditor Selection Committee will consist of five (5) members:

a) The Chair will be a member of the City Commission who will be appointed by a majority of the City Commission.

b) One member shall be appointed by each member of the City Commission not serving on the committee. Committee members shall possess a general understanding of governmental financial reporting and auditing, as defined in Section 218.391, Florida Statutes.

SECTION 3. That the Auditor Selection Committee will have the primary purpose of assisting the City Commission in the selection of a certified public accounting firm to conduct the City's required annual audit, in accordance with the duties specified in Section 218.39, Florida Statutes.

SECTION 4. That the City's Finance Director and/or City Manager will serve as advisor to the Auditor Selection Committee.

SECTION 5. That the City Manager, in accordance with Section 218.391(4)(d), Florida Statutes (2020), is authorized to complete contract negotiations with the certified public accounting firm selected by City Commission on behalf of the City Commission.

SECTION 6. That the Auditor Selection Committee will be dissolved after the City Commission approves a contract with the selected certified public accounting firm.

SECTION 7. This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of January, 2026.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
Sara K. Hedges, Esq.
City Attorney

The 2025 Florida Statutes

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If

fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

(9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LINDA COX, CITY CLERK, CITY CLERK

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: ESTABLISHING AUDITOR SELECTION COMMITTEE

CAO RLS#: 25-418

DATE: DECEMBER 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to establishing an Auditor Selection Committee required under F.S. 218.391. With one (1) minor edit (corrected the word "wilt" to "will" in Section 4), **the Resolution is approved as to form and correctness**. A redlined and clean version of the Resolution has been uploaded to the RLS.

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

City Commission Regular Meeting - 5:05 PM **33. B.**

Meeting Date: 01/20/2026

Re: Election returns

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R04 accepting returns of Special Run-Off Election

SUMMARY:

Section 67(2) of the City Charter provides that at the first regular meeting of the City Commission after any special or referendum election the city commission shall adopt shall adopt a resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk declaring the outcome of the election.

RECOMMENDATION:

Adopt the resolution

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Elections

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

26-R04

RESOLUTION NO. 26-R04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE **RETURNS OF THE SPECIAL RUN-OFF ELECTION** HELD ON JANUARY 13, 2026, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 67(2) of the City Charter provides that at the first regular meeting of the City Commission after any special or referendum election the city commission shall adopt shall adopt a resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk declaring the outcome of the election.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce Florida, as follows:

SECTION 1. The City Commission of the City of Fort Pierce does hereby accept the returns of the Special Run-off Election held on January 13, 2026, as provided by the County Supervisor of Elections, a copy of which is attached as Exhibit A and made a part of this Resolution, such returns having been canvassed by the Canvassing Board, declaring the outcome of the election.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of January, 2026.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

EXHIBIT A