

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, January 4, 2016 - 6:30 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of the Minutes from the December 21, 2015 regular meeting.
6. **PROCLAMATIONS**
 - a. John Carroll High School 50th Anniversary Proclamation being received by Ben Hopper and Jennifer Trefelner, John Carroll High School.
 - b. Week of Kindness Proclamation being received by Dianne Williams, MLK Chairperson
7. **LETTERS TO COMMISSION**
8. **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.

9. **CONSENT AGENDA**

- a. Approve the Police Department request for the purchase of three new vehicles (2 Ford Explorers and 1 Transit Cargo Van) from Sunrise Ford at a total cost of \$74,138.00 pursuant to Bid No. 2016-008, New Vehicles.
- b. Approve staff request to hang across-the-street banners prior to and during annual Highwaymen and Hurston celebratory events on Avenue D in the Lincoln Park neighborhood.
- c. Approve and accept lowest bid for RFP #2015-050 Catering/Hospitality Services for Sunrise Theatre submitted by Annie's Catering, Inc. in an amount not to exceed \$86,000.00 contingent upon obtaining a mobile vendor permit as required by Chapter 9, of the Fort Pierce Code of Ordinances.
- d. Approval of travel expenses for Commissioner Perona in the amount of \$1272.02 to attend the Florida Public Pension Trustees Association Conference in Orlando, FL on January 31 - February 3, 2016.

10. **PUBLIC HEARINGS**

- a. Ordinance No. 15-049 - Comprehensive Plan Text Amendment to eliminate the 40% total floor area minimum requirement for residential uses, reduce the required number of uses from three (3) to two (2) and modify the open and green space requirements. SECOND READING
- b. Review and approval of an application for a Conditional Use submitted by RG Towers, LLC to construct a 150' tall communication tower at 2551 Jenkins Road, Fort Pierce, FL. The property is zoned C-3, General Commercial (Parcel ID 2324-500-0004-000-4).
- c. Review and approval of an application for Site Plan & Conditional Use, submitted by Property Owner, Cynthia J Baker, and representative, William Stoddard of Schulke, Bittle, & Stoddard, LLC.. to construct a single-family home seaward of the Coastal Construction Control Line (CCCL) at 1709 SURFSIDE DR, Fort Pierce, FL. The property is zoned Single-Family Intermediate Density (R-2), (Parcel ID 2412-501-0108-000-6).
- d. Ordinance No. 15-056 amending section 5-267 "Permit Fee Schedule". SECOND READING

11. **MISCELLANEOUS REPORTS & REQUESTS**

12. **CITY COMMISSION**

- a. Consideration of Applications for Appointment to Fort Pierce Authentic Tours Advisory Board.
- b. Resolution 16-R01 appointing Mr. John Kevin Griffin to the Communitywide Council.
- c. Pursuant to Section 23 of the City Charter, the city commissioners shall select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.
- d. Consideration of board and committee assignments for Mayor and Commissioners

13. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject 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.

14. **COMMENTS FROM THE CITY MANAGER**

- a. City Manager's Departmental Activity Report

15. **COMMENTS FROM THE COMMISSION**

16. **ADJOURNMENT**

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) 467-3052 at least 48 hours prior to the meeting.

City Commission Regular Meeting

Agenda Item # 5. a.

Meeting Date: 01/04/2016

Re:

SUBJECT:

Approval of the Minutes from the December 21, 2015 regular meeting.

Attachments

12.21.2015 Minutes

Form Review

Form Started By: Linda Cox

Started On: 12/30/2015 01:34 PM

Final Approval Date: 12/30/2015

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 6:30 P.M. ON MONDAY, DECEMBER 21, 2015.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.
2. **OPENING PRAYER** - Father Yves Geffrard of Notre Dame Catholic Mission offered the opening prayer.
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**

Present: Mayor Linda Hudson; Commissioner Edward Becht; Commissioner Thomas Perona; Commissioner Reginald Sessions

Absent: Commissioner Rufus Alexander

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Robert Schwerer

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to excuse Commissioner Rufus Alexander from the City Commission meeting.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

5. **APPROVAL OF MINUTES**

- a. Approval of minutes from the December 7, 2015 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve the Minutes of the December 7, 2015 City Commission meeting.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS** - There were no proclamations.

7. **LETTERS TO COMMISSION** - The following letters will be kept on file at the City Clerk's office.

- a. Letter of appreciation from Robert. P. Greene recognizing the appointment of Officer Al Garcia as their neighborhood sentry and commending his professional demeanor, positive attitude and the positive role model he creates.
- b. Letter of appreciation from Pam Gillette, Main Street Fort Pierce to the Mayor and Commissioners, City Manager, Police Chief and Public Works for their support of the 27th Annual Sights and Sounds on Second Festival and Parade.

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

Rick Reed - Items 9d, 9e, 9i, 12b, 12c, 12d
Rev. John Lee - Items 12b, 12c, 12d

9. **CONSENT AGENDA**

Motion was made by Commissioner Reginald Sessions, to postpone items **12b, 12c** and **12d** until Commissioner Alexander returns.

Motion FAILED due to lack of second.

- a. Request to waive interest, penalties, and administrative fees in the amount of \$134,840.00 for code enforcement lien against 2020 S 3rd Street, Ft. Pierce, FL, Parcel ID 2415-801-0024-000-3, previously owned by Rachel Nazario, 2020 S 3rd Street, Ft. Pierce, FL 34950 and currently owned by Cariann D. Martin, 374 NE Genessee Avenue, Port St. Lucie, FL 34983 \$21,510.58.
- b. Approval of Subordination of Utility Interest Agreements between the State of Florida, Department of Transportation and the City of Fort Pierce, Florida for the use and benefit of Fort Pierce Utilities Authority, as for the Midway Road widening project.
- c. Approve staff recommendation to award Request for Proposal #2016-003 - Banking Services to Harbor Community Bank.
- d. Approval of Settlement Agreement in K & K II, Inc. v City of Fort Pierce (Case #562013CA002183 BC) in the amount of \$87,500.00.
- e. Approval of Employment Agreement with Nicholas C. Mimms, City Manager.
- f. Approval of blanket purchase orders for FY 2016 for the Police Department in the total budgeted amount of \$288,131.00.
- h. Approve the purchase by the police department of three (3) Segways with two accessory packages in the total amount not to exceed \$35,886.90 .
- i. Approval of the sale of fourteen (14) mixed performance mortgage loans to Harbor Community Bank in the amount of \$729,300.00.
- j. Approval to provide a net \$50 holiday bonus to each employee.

Mayor Hudson pulled item **9d**.

Commissioner Becht pulled item **9i**.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve items **9a, 9b, 9c, 9e, 9f, 9g, 9h** and **9j**.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

As to item **9d**, Mayor Hudson stated that she was abstaining from this item due to a potential conflict, her brother-in-law is listed as co-counsel.

Commissioner Becht stated that he is supporting this item because it was endorsed to seek the settlement and it is a good business move for the City.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve item **9d**.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions

Other: Mayor Linda Hudson (ABSTAIN)

Passed

Mayor Hudson filed form 8B as required.

As to item **9i**, Commissioner Becht stated that we were selling a batch of mortgages at a discount similar to others in the industry; the value of the properties is less than the face value of the mortgages. We have a chance to get \$730,000 back into the City's coffers and it can be used in the community. We are doing good by taking this action.

Commission discussion included the Harbor Community Bank presentation at the Conference Agenda, how the discount received is sure to be earned, and that they are comfortable that this is the right thing to do. It is sad that the program did not work out as it should have and the City should learn from past errors. Nicholas Mimms, City Manager, confirmed that there should be no penalty by the federal government and that we should be able to receive funds in the future.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve item **9i**.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

10. PUBLIC HEARINGS

- a. Ordinance No. 15- 057 voluntarily annexing property located on Oleander Avenue just north of Kanner Drive (parcel number 2427-601-0010-000-5). **SECOND READING**

Clarissa Davis, Planner, appeared and was available for questions.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve item **10a**.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

- b. Review and approval of an application for a Waiver of Distance, submitted by Property Owners, Bamboo Palms LLC, Applicant, Fraternal Order of Eagles Aerie #3582 to establish an 11C alcoholic beverage license for their Non-profit club at 1717 S. US Highway 1, Fort Pierce, FL. The property is zoned General Commercial (C-3), (Parcel ID 2415-311-0004-000-3).

Kori Benton, Senior Planner, gave a brief presentation and was available for questions.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve item **10b** with staff conditions.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

- c. Ordinance No. 15-058 - Amending Code Section 13-73 (c) to allow the Retirement Board to select their own attorney with the approval of the City Commission. **FIRST READING**

Johnna Morris, Finance Director, gave a brief explanation of the amendment.

Mayor Hudson stated that she believes that it is premature since we are in the process of choosing a City Attorney.

Commissioner Becht preferred that the item is postponed until a future City Commission meeting when all Commissioners are available. He would also like to have the next City Attorney have a say in the matter. He believes that Jim Walker should be the person to do this work. We are ultimately looking for cohesive delivery of legal services across the needs of the City.

Commissioner Perona stated that the Commission should have the ability to change the attorney to protect the assets from the City. He would like the discussion to continue.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to postpone item **10c** to the January 19, 2016 City Commission meeting.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

11. MISCELLANEOUS REPORTS & REQUESTS

- a. Monthly Financial Report for the Month Ending November 30, 2015

Johnna Morris, Finance Director, reported that all funds with the exception of the golf course have positive unrestricted available resources. The unusual rain and time of year impact the golf course numbers.

12. CITY COMMISSION

- a. Consideration of Application for Appointment to Communitywide Council, submitted by Mr. John Kevin Griffin. - This item will be brought back at the next City Commission meeting in the form of a Resolution.
- b. Request for Reimbursement of Legal Fees and Costs in the amount of \$8,875.07 associated with the defense of complaints filed with the Commission on Ethics against Robert Schwerer which were dismissed.

Nicholas Mimms, City Manager, stated that the request for reimbursement of legal fees in association with ethics complaints have been reviewed by an independent outside firm and the recommendation is to reimburse legal fees as requested. The recommendation is for this items 12b, 12c and 12d.

Commissioner Becht clarified that there is one person who has filed voluminous complaints that have continued to be found unworthy. In an effort to refute some of the statements made, as there has been intentional misrepresentation, if we were not in the position of public official, the charges would not have been brought. It is quite prudent to hire an attorney that has knowledge of the board as well as the allegations. The real issue should be if we are to pursue fees against the person who is filing the complaints.

Commissioner Sessions stated that he wanted to postpone the items in order to have the input of the entire Commission and noted that according to the memo accompanying the request, there is no state statute that specifically addresses reimbursement of expenses incurred in responding to an ethics complaint. The citizens should not be held responsible.

Robert Schwerer, City Attorney, confirmed that if it is found that there was no probable cause and if serving in the public purpose, the public official has a right to be reimbursed. It is not a question of discretion of the Commission. The City Attorney's position is considered a public official by law.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve item **12b**.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona, Mayor Linda Hudson

NAY: Commissioner Reginald Sessions

Passed

- c. Request for Reimbursement of Legal Fees and Costs in the amount of \$3,015.00 associated with the defense of complaints filed with the Commission on Ethics against Thomas Perona which were dismissed.

Commissioner Perona stated that in the six years he has been Commissioner, there have been ongoing pending investigations, and in the past year they are all filed by Rick Reed. Using the formal complaint process to intimidate and retaliate against those in government is wrong. He would rather spend the money on youth, community programs or life-saving equipment for police officers. He encouraged citizens to report malfeasance by government leaders as their obligation and right.

Commissioner Sessions stated that, for the record, he would prefer to have all Commission members present.

Motion was made by Commissioner Edward Becht, seconded by Mayor Linda Hudson to approve item **12c**. Mayor Hudson passed the gavel to Commissioner Becht for the purpose of seconding the Motion.

AYE: Commissioner Edward Becht, Mayor Linda Hudson
NAY: Commissioner Reginald Sessions
Other: Commissioner Thomas Perona (ABSTAIN)
Passed

Commissioner Perona filed form 8B as required.

- d. Request for Reimbursement of Legal Fees and Costs in the amount of \$2,325.00 associated with the defense of a complaint filed with the Commission on Ethics against Edward Becht which has been dismissed.

Commissioner Becht stated that after these complaints are made, it ties up his time as well as the the staff's time, and that may have been the intent; to move focus off of City business to taking care of defending ourselves against these allegations. Now the City will have to spend over \$15,000 to address bogus complaints.

Mayor Hudson added that we should not lose sight of the discussion. In the process of doing their jobs, people were wrongly accused and, through the process set up by the state, found not guilty. The expenses they incurred were at no fault of their own and beyond their control.

Commissioner Perona reiterated the seriousness of an ethics violations and how it can follow you throughout your career. It is an unfortunate part of the role and hopefully this does not discourage anyone from running for Mayor or Commissioner; noting that if you are afraid to be sued, you may not do the best job and make solid decisions for the community.

Commissioner Sessions stated that if he was in the same situation, he would pay the bill himself and not ask the taxpayers.

Motion was made by Commissioner Thomas Perona, seconded by Mayor Linda Hudson to approve item **12d**. Mayor Hudson passed the gavel to Commissioner Sessions for the purpose of seconding the Motion.

AYE: Commissioner Thomas Perona, Mayor Linda Hudson
NAY: Commissioner Reginald Sessions
Other: Commissioner Edward Becht (ABSTAIN)
Passed

Commissioner Becht filed form 8B as required.

- 13. **COMMENTS FROM THE PUBLIC** - There were no comments from the public.

- 14. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Departmental Activity Report

Nicholas Mimms, City Manager, reported that staff has been getting out into the community and attending community events. He asked the Chief to give an update on a recent crime. Chief Diane Holey-Burney was proud to report that a recent murder was solved with the support of the community. It shows that things are changing and citizens are more willing to work with the police department for a safer Fort Pierce. Mr. Mimms continued that building relationships with and gaining the trust of the community is one of the City's main priorities.

The City Attorney search is moving forward, noting that the consensus was that the applicant is required to live within the City limits, though the specific time frame for residency will be determined during the negotiation process. There will be a Job Fair on January 14, 2016 at Percy Peak Gymnasium with over 50 vendors that are hiring in participation. Any vendors that are interested should contact Libby Woodruff, Interim Urban Redevelopment Manager.

15. COMMENTS FROM THE COMMISSION

Commissioner Perona wished everyone a Merry Christmas and encouraged everyone to enjoy the light show and music downtown.

Commissioner Sessions wished everyone a Merry Christmas and Happy New Year. He also noted that he was happy to see the lights up on Avenue D.

Commissioner Becht stated that after speaking with Gene Serig, parade coordinator, that AAA told him our parade was the longest in the state of Florida at two (2) hours and two (2) miles long. The probable calculation given for attendance was over 10,000. He wished everyone a Merry Christmas and encouraged all to shop local.

Mayor Hudson gave her best wishes to the citizens of Fort Pierce and looks forward to a Happy New Year in 2016.

16. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 8:05 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 6. a.

Meeting Date: 01/04/2016

Re:

SUBJECT:

John Carroll High School 50th Anniversary Proclamation being received by Ben Hopper and Jennifer Trefelner, John Carroll High School.

Attachments

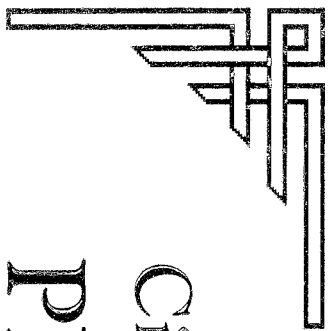
John Carroll 50th Anniversary

Form Review

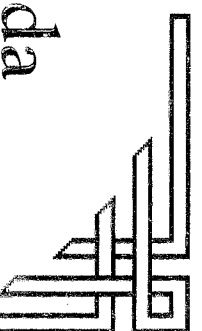
Form Started By: Linda Cox

Started On: 12/23/2015 12:34 PM

Final Approval Date: 12/23/2015



City of Fort Pierce, Florida
PROCLAMATION



WHEREAS, the history of John Carroll High School dates back to its founding year, 1916, followed by subsequent growth and culminating in the first graduating class in 1936; and

WHEREAS, the founding generations of parents, priests and benefactors gave of themselves in order to make life better for the students; and

WHEREAS, in 1965, a new high school was built on the present Delaware Avenue site and was named in honor of Pope John XXIII and Bishop Coleman Carroll; and

WHEREAS, the John Carroll High School mission is to inspire the pursuit of educational excellence, foster character formation, develop a commitment to service, and affirm the dignity of each student; and

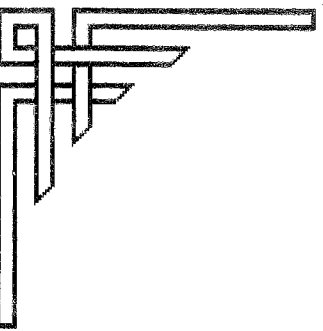
WHEREAS, the 50th Anniversary Gala will celebrate the power of faith, hope, and love, and assure the long-term health of this wonder-filled place of learning.

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

*“The 50th Anniversary of
John Carroll High School”*

and urge all citizens to commemorate this milestone by attending the 50th Anniversary Gala on February 6, 2016.

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 4th day January, 2016.



MAYOR/COMMISSIONER



City Commission Regular Meeting

Agenda Item # 6. b.

Meeting Date: 01/04/2016

Re: Week of Kindness

SUBJECT:

Week of Kindness Proclamation being received by Dianne Williams, MLK Chairperson

Attachments

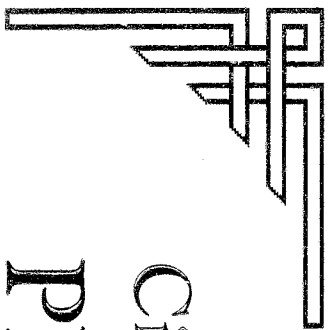
Week of Kindness 2016

Form Review

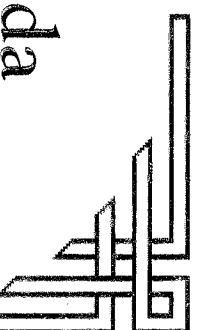
Form Started By: Caleta Scott

Started On: 12/29/2015 05:02 PM

Final Approval Date: 12/29/2015



City of Fort Pierce, Florida
PROCLAMATION



WHEREAS,

the Treasure Coast Chapter of The Charmettes, Inc. in collaboration with the Dr. Martin Luther King, Jr. Commemorative Committee recognizes the value of simple acts of kindness performed without prompting or reason and how these acts can positively impact the performer, the recipient and onlookers of the good deed; and

WHEREAS,

people of any age can participate in random acts of kindness any time, any place and for the unselfish purpose of spreading goodwill; and

WHEREAS,

community leaders, teachers, students, and citizens should help to create a kinder, more caring community throughout our beautiful city, and can help to perpetuate genuine acts of kindness through their own friendly behaviors and positive actions; and

WHEREAS,

by providing random acts of kindness and reaching out to one another, we promote the late Dr. King's idea of responsibility, compassion, honesty and moral courage; and

WHEREAS,

random acts of kindness may provide the awareness of and an avenue for recognition and commendation for efforts put forth in reaching out to help one another.

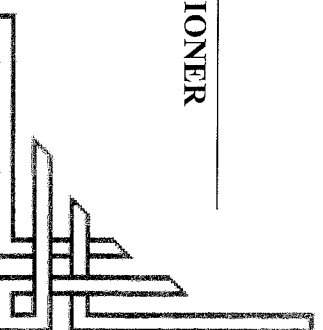
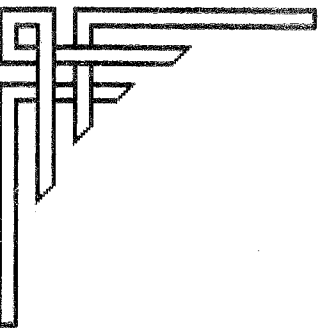
NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of January 8 - 15, 2016:

WEEK OF KINDNESS

and urge all citizens of our community to perform and recognize random acts of kindness.

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 4th day of January, 2016

MAYOR COMMISSIONER



City Commission Regular Meeting

Agenda Item # 9. a.

Meeting Date: 01/04/2016

Re: Request to Purchase 3 Vehicles Bid No. 2016-008

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

SUBJECT:

Approve the Police Department request for the purchase of three new vehicles (2 Ford Explorers and 1 Transit Cargo Van) from Sunrise Ford at a total cost of \$74,138.00 pursuant to Bid No. 2016-008, New Vehicles.

SUMMARY:

The Police Department requests the approval to purchase three new vehicles from Sunrise Ford in Fort Pierce. This purchase is necessary to replace current vehicles within the police department's fleet that have extremely high mileage and high maintenance/repair costs. This purchase will help to improve our fleet's efficiency.

Sunrise Ford's quote provides a lower purchase price than the Florida Sheriff's Association/Florida Association of Counties, and Florida Fire Chief's Association State Contract on both vehicle types; therefore, the recommendation is to use the local vendor.

RECOMMENDATION:

Staff recommends approval of purchase request.

ALTERNATIVES:

None.

RESPONSIBLE STAFF:

Lieutenant Christopher Bender

COORDINATED WITH:

Lieutenant Christopher Bender

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016
Account: 001.6000.513.6440
Amount: \$74,138.00

FISCAL IMPACT:

These three vehicles were budgeted for within the current 2016 Fiscal Year within account #001.6000.513.6440.

Attachments

Purchase Order Request

Capital Improvement Memo
Ford Transit Van
Transit Van FSA Info
2 Ford Explorers
Explorer FSA Info

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	12/11/2015 04:29 PM
Purchasing	Tony Barnes	12/28/2015 12:05 PM
Finance Department	Johnna Morris	12/29/2015 12:27 PM
City Manager	Nick Mimms	12/30/2015 03:23 PM
Form Started By: Christopher Bender		Started On: 11/23/2015 01:18 PM
Final Approval Date: 12/30/2015		

REQUEST FOR PURCHASE FORT PIERCE POLICE DEPARTMENT

DATE: 12/21/2015

VENDOR: Sunrise Ford 5435 South US Highway One Fort Pierce, Florida 34982 Vernon Lloyd - 772.461.6000
--

Department/Division
SSB
Account Number
001.6000.513.6440
Com. Code:
Needed For
Fleet - replacement vehicles

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
		192270			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
2	ea	Ford Explorers		\$26,936.00	\$53,872.00
		XLT Package as quoted on FSA contract			\$0.00
		Color: Exterior/Interior			\$0.00
		Magnetic / Ebony Black Cloth			\$0.00
		Ingot Silver / Ebony Black Cloth			\$0.00
					\$0.00
1	ea	Ford Transit T-150 Cargo Van (E1Z)		\$20,266.00	\$20,266.00
		Base Price - \$19,703.00			\$0.00
		Daytime Running Lights - \$38.00			\$0.00
		Backup alarm - \$150.00			\$0.00
		Backup Camera with 3.5 LCD - \$375.00			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total	\$74,138.00

REMARKS:

Bid No 2016-008 - New Vehicles

2 Ford Explorers - see attached quotes, from Sunrise Ford and Don Reid Ford (Florida Sheriff's Association, contract 15.23.0904)

1 Ford Transit T-150 Cargo Van (E1Z) - see attached quotes, from Sunrise Ford and Don Reid Ford (Florida Sheriff's Association of Counties & Florida Fire Chiefs Association Automotive Contract # 15.13.0904 chassis/15.23.0904 www.fisheriffs.org)

Requested By: _____

Approved By: _____

Approved Date: _____



Diane Hobley-Burney, Chief of Police

To: Diane Hobley-Burney, Chief of Police
 From: Frank J. Amandro, Deputy Chief
 Date: July 1, 2015
 Subject: FY 2016 Budget: Capital Improvements for the Police Department

I completed the review of the Capital Improvement needs for the police department in preparation for the FY 2016 Budget. As you are aware, the police department has not had a capital improvement budget since FY 2008. As such, some of our critical infrastructure has not been replaced; namely, computer equipment (laptops, desktops, surveillance/undercover electronics) and vehicles.

Our number one priority is our fleet and computers are our second priority. Since 2007, the police department has purchased a total of ten (10) new vehicles, two (2) Ford Fusions, three (3) Chevy Impalas, and five (5) Ford Taurus. We have purchased these vehicles either by insurance replacement, trading in several vehicles for one good vehicle or with unexpended monies from our Operating Budget but not through our Capital Improvement Budget. The police department's Vehicle Take Home program has enabled us to maximize the life cycle of our Fleet; however, even a Vehicle Take Home program has its limitations. Replacing our aging fleet has become a critical issue. Therefore, I am recommending the following to be included in the police department's Capital Improvements:

Vehicles:

13	Ford Interceptor Sedan <i>* vehicle and fully equipped police packaged vehicle</i>	(27,955)	\$	363,415.00
2	Ford Interceptors Utility <i>* vehicle and minimal emergency equipment package</i>	(34,337)	\$	68,674.00
1	Ford Transit Van Crime Scene <i>* vehicle only</i>	(25,000)	\$	25,000.00
15	Undercover Vehicles (returned lease vehicles) <i>*vehicle and minimal emergency equipment package</i>	(15,000)	\$	225,000.00
<i>Subtotal:</i>			\$	682,089.00

Laptops:			
15	Patrol and Investigation Divisions	(\$1,900)	\$ 28,500.00
	<i>Subtotal:</i>		\$ 28,500.00
Other Equipment:			
2	Police Segways	(\$10,000)	\$ 20,000.00
	* <i>Downtown</i>		
2	4 X 4 Vehicles	(\$10,000)	\$ 20,000.00
	* <i>Beach Patrol, side-by-side style</i>		
	<i>Subtotal:</i>		<u>\$ 40,000.00</u>
Grand Total:			\$ 750,589.00

The Ford Interceptor Sedan and Utility vehicles along with the Ford Transit Van are priced from the Florida Sheriff's Association & Florida Association of Counties Bid Award Announcement, Contract # 14-22-0904, which is effective October 1, 2014 through September 30, 2015. This contracted is extended to any and all units of local government and political subdivisions including municipalities and/or police agencies.

CITY OF FORT PIERCE



2016 FORD TRANSIT T-150 CARGO VAN (E1Z)

POLICE DEPARTMENT

BID NO. 2016-008 – NEW VEHICLES (FISCAL YEAR 2016)

SUNRISE FORD

	<u>PRICE</u>
BASE PRICE:	\$ <u>19703</u>
Delete Side Glass (no side glass)	\$ _____
<u>Sliding Side Door</u>	\$ _____
Daytime Running Lights	\$ <u>38</u>
Backup Alarm	\$ <u>150</u>
Backup Camera with 3.5 LCD	\$ <u>375</u>
	\$ _____
COLOR: WHITE	
TOTAL:	\$ <u>20266.⁰⁰</u>
GRAND TOTAL	\$ <u>20266.⁰⁰</u>

APPROXIMATE DELIVERY: 4-6 wks

DATE OF QUOTE: 11-16-15

VENDOR: Sunrise Ford

CONTACT: Vernon Lloyd

SIGNATURE: *Vernon Lloyd*


PHONE: 772-461-6000

FAX: 772-264-0875

E-MAIL: LJMSVRN@aol.com



FORT PIERCE POLICE DEPARTMENT

Prepared for:		Contract Holder	DATE:
FORT PIERCE POLICE DEPARTMENT LT. CHRIS BENDER 772-467-6844 cbender@fppd.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 910-622-6544 Bambi.darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	11/18/15
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 <p><i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i></p>			
Labor	Code	Equipment	Price
0	SPEC #33	2016 FORD TRANSIT T-150 CARGO VAN (E1Z)	\$ 20,007.00
0	17A	DELETE SIDE GLASS ONLY- Includes fixed rear glass, deletes 17B side and rear	\$ (25.00)
0	CARGO SLIDE	Sliding cargo side door. Includes fixed glass.	\$ 149.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	BUA	BACKUP ALARM- DEALER INSTALLED	\$ 150.00
0	61C	BACKUP CAMERA WITH 3.5" LCD	STD
0		OXFORD WHITE	STD
UNIT COST			\$ 20,325.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 20,325.00

BID AWARD ANNOUNCEMENT

15-23-0904

*Effective Dates:
October 1, 2015 – September 30, 2016*

**POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES,
TRUCKS & VANS**

***Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida***

Coordinated By

**The
Florida Sheriffs Association
& Florida Association of Counties**





FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

UTILITY CARGO VAN SPECIFICATION #33

2016 Chevrolet Express Cargo Van (CG23405)
2016 Ford Transit T-150 Cargo Van (E1Z)
2016 Freightliner Sprinter (F2CA144)
2016 GMC Savana Cargo Van (TG23405)
2016 Nissan NV Cargo Van (63316)
2016 Ram Promaster Van (VF1L11)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

- a. Manufacturer's standard engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLE:

- a. Manufacturer's standard automatic transmission.
- b. Manufacturer's standard axle.
- c. Manufacturer's standard suspension system.

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- a. Console engine cover.
- b. Manufacturer's standard air conditioning with 134A system.
- c. Manufacturer's standard tinted glass
- d. Manufacturer's standard AM/FM stereo.
- e. Manufacturer's standard floor covering.
- f. Manufacturer's standard production seats. Purchaser will select color at time of order.
- g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual outside mirrors and inside rearview mirror.
- b. Interior dome lights with left and right door activated switches.
- c. Manufacturer's standard air bags.

6. BRAKES:

- a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

- a. Manufacturer's standard tires and wheels.
- b. Manufacturer's spare tire and rim, if available.

8. CHASSIS. FRAME. CAB:

- a. 8,500 LBS. GVWR, minimum to title
- b. Manufacturer's standard front and rear bumpers.
- c. Manufacturer's standard door arrangements with side and rear glass placement.
- d. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- e. Manufacturer's standard fuel tank.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

UTILITY CARGO VAN SPECIFICATION #33

2016 Ford Transit T-150 Cargo Van (E1Z)

The Ford Transit T-150 Cargo Van (E1Z) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	Alan Jay Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00

Order Code	Delete Options	Western	Northern & Central & Southern
	1/2 ton cargo van <i>BASE VEHICLE IS A 1/2-TON CARGO</i> ¹	Std ¹	Std
	Engine downgrade - specify	NA	NA
	Console engine cover	NA	NA
58T ¹ 58s ²	AM/FM stereo radio <i>Radio Delete. Deletes radio, grilles, wiring, antenna.</i> ²	NC ¹	\$15.00 ²
17A ¹ 17A ²	Delete side glass only <i>Includes fixed rear glass, deletes 17B side and rear</i> ²	\$35.00 ¹	\$25.00 ²
D-17B ¹ D17B ²	Delete side & rear glass <i>Fixed rear-door glass and fixed passenger-side cargo-door glass.</i> ²	\$70.00 ¹	\$50.00 ²
	Air conditioning	NA	NA
	On-Star	NA	NA

Order Code	Add Options	Western	Northern & Central & Southern
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Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

R1Z ¹ Long Wheelbase ²	Model upgrade - specify <i>T-250 LOW ROOF 9,000LB GVWR WITH 130" WHEEL BASE AND SWING OUT SIDE CARGO DOOR **** THIS IS THE MOST COMMONLY ORDERED CARGO VAN CONFIGURATION ****</i> ¹ <i>T150 Long wheel base at 148" base msrp at \$33265, LWB included on HIGHROOF models and MEDIUM ROOF models except T150 E1C, E1D and T250 E2C R2C. FOR LOW ROOF models use e9z & r2z.</i> ²	\$1,903.00 ¹	\$1,699.00 ²
R1C ¹ Heavy Duty ²	Model upgrade - specify <i>T-250 MED ROOF 130" WB --OR-- (R2C - T-250 MED ROOF 148" WB \$ 3594) --OR-- (W2C - T-350 MED ROOF 148" WB \$4844)</i> ¹ <i>10360# gvwr HD Dual Rear Wheel Extended length HR Van F4X Model. Requires W3X gvwr upgrade and includes 99g engine</i> ²	\$2,555.00 ¹	\$2,049.00 ²
E1D ¹ CHASSIS ²	Model upgrade - specify <i>T-150 MED ROOF DUAL SLIDER 130" WB --OR-- (R1D - T-250 MED ROOF DUAL SLIDER 130" WB \$3205) --OR-- (R2D - T-250 MED ROOF DUAL SLIDER 148" WB \$4244) --OR-- (W2D - T-350 MED ROOF DUAL SLIDER 148" WB \$5494)</i> ¹ <i>Model R5Z Transit 250 Single rear wheel Regular wheelbase 138" at 9000# gvwr . Use model R7Z for Long 156". Model S6Z Transit 350 Dual rear wheel regular wheelbase 138" at 10360# gvwr . Use Model S8Z for wheelbase 156" S6Z . Extra long(ADD \$330) 178" Wheel base use S9Z. Requires final stage manufacture and certification for legal registration and warranty eligibility. Manufacturer's MSO stamped incomplete.</i> ²	\$2,255.00 ¹	NC ²

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	Alan Jay Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00
99G ¹	Engine upgrade - specify		\$1,864.00 ¹	\$1,864.00 ²
99G ²	3.5L ECOBOOST V6 ENGINE (STANDARD ON T-350 HD MODELS, N/A ON CUTAWAY CHASSIS) ¹ 3.5L EcoBoost® V6. Standard on all DRW Van s4x s4u, na chassis. For E-85 Flex-Fuel addition 98F (for the 3.7L v6 engine only) add \$149. ²			
99V ¹	Engine upgrade - specify		\$5,994.00 ¹	\$374.00 ²
98E ²	3.2L I5 DIESEL UPGRADE (WHERE 3.7L V6 STD) FOR NON-HD CARGO VANS & HD CUTAWAYS (SRW) ¹ Manual Regeneration Initiation with Active Regeneration Inhibitor – Requires Diesel Engine 99v ²			
99V ¹	Diesel engine upgrade - specify		\$4,129.00 ¹	\$5,990.00 ²
99V ²	3.2L I5 DIESEL UPGRADE (WHERE 3.5L ECOBOOST STD) FOR HD CARGO VANS (DRW) ¹ 3.2L I5 Diesel ENGINE. NA WITH Transit-350LWB Van W2C/ W2D/ W2U/ W2X/ 99V W2Y/ W2Z). Includes Cruise Control with Message Center (60C), Dual HD Batteries (63E) and PTC Heater. Diesel Engine cost with model options S4X & S4U (high roof) is \$4120 where 99g is included ²			
98C ¹	CNG model - specify		\$314.00 ¹	\$314.00 ²
98C ²	CNG/LPG GASEOUS ENGINE PREP PACKAGE ¹ CNG/LPG Gaseous Engine Prep Package. Includes hardened engine intake and exhaust valves. Available with 3.7L V6 engine only. ²			
98F ¹	Bi-fuel model - specify		\$149.00 ¹	\$314.00 ²
98C ²	BASE ENGINE FFV COMPATIBILITY ¹ CNG/LPG Gaseous Engine Prep Package. Includes hardened engine intake and exhaust valves. Available with 3.7L V6 engine only. ²			
CNG ²	CNG conversion (discuss with dealer) Dedicated and Bi-Fuel Systems. • Single tank 21.2 GGE's Gasoline Gallon Equivalent (GGE) • CNG Driving Range from 200 - 450 miles, Depends on Cylinder Package. • Comes with Standard Metal Carpeted CNG Tank Cover. • Includes Quarter Turn Manual Shut Off Valve • Meets EPA Certification Standards. • Seamlessly Intergrated with Ford Vehicle and Equipped with Ford On-Board Computer Control System. • Sequential Fuel Injection and Proprietary Fuel Delivery System. • Serviceable Through Ford Dealer Network with Standard Ford Diagnostic Equipment. • Delivers Excellent Horsepower and Torque. • Performs In Extreme Cold or Extreme Heat, High or Low Altitudes, or Any Inclement Weather Condition. • Original Ford Warranty Remains Intact & CoastalAFS 80,000 Miles/8 Year emissions Component warranty. ²	NA		\$11,995.00 ²
LPG ²	LPG conversion (discuss with dealer) Configuration vary depending on final spec. Econolpne Cutaways require the v10 engine. Pricing is for the E450 after axle 41 gal. 158" WB and 176" WB ²	NA		\$15,500.00 ²
63E ¹	Deluxe engine cover		NA	Std
63E ²	Battery - HD auxiliary Dual HD Batteries (Included with Diesel Engine Upgrade) ¹ Battery – Dual Heavy-Duty Batteries. Included with Diesel Engine. Included with Ambulance Prep Package (47B and 47F) ²		\$294.00 ¹	\$294.00 ²
63C ¹	Alternator - 130-Amp 220 amp HD alternator with gas engine selection, 210 amp HD alternator with diesel engine selection ¹ FOR Heavy-Duty 220-amp with gasoline, 210-amp with diesel engine USE 63C \$259. Included with Motorhome Prep Package (47M), Shuttle Bus Prep Package (47S), School Bus Prep Package (47C), Ambulance Prep Package (47B and 47F), Multi-Functional School Activity Bus (MFSAB) Prep Package (47Q) ²		\$259.00 ¹	Std ²

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	Alan Jay Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00

67D ¹	Electric brake controller	\$229.00 ¹	\$229.00 ²
67D ²	<i>Requires 53B - Trailer tow package and 60C - Cruise Control¹</i> <i>Trailer Brake Controller (TBC). Requires Cruise Control with Message Center (60C \$324).</i> <i>Requires Heavy-Duty Trailer Tow Package (53B \$494).²</i>		
	Traction control	Std	Std ²
	<i>Advance Trac with RSC²</i>		
X7L ¹	Limited slip differential	\$324.00 ¹	\$324.00 ²
X4L ²	<i>3.73 limited slip axle ratio¹</i> <i>4.10 RATIO LTD SLIP. 3.73 ratio with diesel and 3.5L Ecoboost engine upgrades²</i>		
	Power windows/door locks	Std	Std ²
	<i>Power Equipment Group (Power Locks and Windows) with Remote Keyless-Entry. Power mirrors (541) – Included Except Chassis at \$287 see below.²</i>		
60C ¹	Speed control/tilt steering wheel	\$324.00 ¹	\$324.00 ²
60C ²	<i>Cruise Control with Message Center (Full Trip Computer and Engine-Hour Meter). Included with 99v diesel engine option with message center²</i>		
18D ¹	Appearance package - specify	\$359.00 ¹	\$359.00 ²
18D ²	<i>Exterior Upgrade Package includes: Chrome headlamp trim, chrome grille and surround, and 16" wheels w/ full silver covers¹</i> <i>Exterior Upgrade Package – Includes chrome headlamp trim, chrome grille and grille surround. Includes full wheel covers on SRW models. Included with Premium Group (96J/96A),²</i>		
	Crew van package - specify	NA	NA
21M CB ¹	Cloth seat upgrade	\$59.00 ¹	\$59.00 ²
21C ²	<i>Charcoal Cloth Driver / Passenger seat¹</i> <i>CK Trim code²</i>		
21H LK ¹	Seat trim upgrade - specify	\$1,289.00 ¹	\$59.00 ²
21L ²	<i>Leather trimmed driver/passenger buckets with 10-way power on both.¹</i> <i>Pewter (grey) Cloth, 2-way manual (fore/aft/recline) driver and front-passenger, driver-side and front-passenger-side airbags, inboard armrests²</i>		
542 ¹	Remote power mirrors	\$154.00 ¹	Std ²
541 ²	<i>Power heated mirrors w/ turn signals¹</i> <i>Short Arm Manual Adjust Aero Mirror w/o Turn Signals (All SelfColor) FOR CA/CC \$287. STD ON VANS²</i>		
543 ¹	Recreational mirrors	\$64.00 ¹	\$219.00 ²
544 ²	<i>Power mirrors with long arms --or-- (544 - Power heated mirrors with long arms \$219)¹</i> <i>Long Arm Non Telescoping, Power Glass Adjust Heated Mirrors w/Turn Signals - FOR CA/CC \$399²</i>		
DTF ¹	Legal deep tinted film, dealer installed	\$369.00 ¹	\$325.00 ²
TINT ²	<i>Dealer Deep Tint Film on all door glass including driver and front passenger (Add \$49 for Windshield Strip)¹</i> <i>Base Unit windows (6)²</i>		
57G 43R ¹	Air conditioning - rear	\$1,153.00 ¹	\$859.00 ²
57G ²	<i>Rear A/C with Reverse sensing system.¹</i> <i>Front/Rear Aux A/C and Heater (Driver controlled). Not available with seat packs 21J and 21K. Requires Reverse Sensing System (43R) on Low Roof Van. Includes Heavy-Duty Alternator on Gas Engines (3.7L/3.5L) (63C). Not available with Auxiliary Heater / AC Prep Package without Rear Controls (62C). Includes Polypropylene Panels on Van.²</i>		

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	Alan Jay Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00

57G ²	Rear heater <i>Included and only available with 57G, rear A/C.</i> ¹ <i>Front/Rear Aux A/C and Heater (Driver controlled). Not available with seat packs 21J and 21K. Requires Reverse Sensing System (43R) on Low Roof Van. Includes Heavy-Duty Alternator on Gas Engines (3.7L/3.5L) (63C). Not available with Auxiliary Heater / AC Prep Package without Rear Controls (62C). Includes Polypropylene Panels on Van.</i> ²	NA ¹	\$859.00 ²
92E ¹ 92E ²	Privacy glass <i>Includes rear window defogger on base spec only. (ADD \$274 when ordering with 17H or 17F -full body glass options.)</i> ¹ <i>Privacy Tint (Rear + 2nd Row Pass - w/17B & 17C) incl. Rear- Window Defrost. Privacy Tint (Rear Glass Only - w/ 17A) incl. Rear-Window Defrost use \$299. Privacy Tint (All Around-w/17F/G/H/J/K) incl. Rear-Window Defrost use \$674</i> ²	\$399.00 ¹	\$399.00 ²
58V ¹ 58V ²	AM/FM radio with single CD <i>AM/FM/CD (58X - UPGRADED RADIO TO INCLUDE SYNC COMMUNICATIONS \$764, Requires 60C-Cruise control)</i> ¹ <i>AM/FM stereo, audio input jack, single-CD and 4" multi-function display- 2 front speakers - Cutaway and Chassis Cab- 4 speakers (2 front / 2 rear) - Van; INCL with 47m</i> ²	\$208.00 ¹	\$209.00 ²
86F ¹ 86F ²	Additional Key(s) or Key Fob(s) when applicable <i>(2 additional key includes FOBS) ** FOBS Not available with 90A, Manual windows and locks **</i> ¹ <i>Keys: 2 additional (4 total) with FOBS (4 Keys at \$44 without FOBS when ordered with Manual Windows and Locks (90A))</i> ²	\$74.00 ¹	\$74.00 ²
52C ²	Keyless entry <i>(52C - Keyless entry key pad ADD \$94)</i> ¹ <i>Fob included, Keyless-Entry Pad. Not available with Manual Windows and Locks (90A)</i> ²	Std ¹	\$94.00 ²
647 ¹ MEDIUM ROOF ²	Side air bags Exterior upgrade - specify <i>Upgraded 16" Aluminum Wheels (restrictions may apply)</i> ¹ <i>100.1 inch interior dimension</i> ²	Std \$394.00 ¹	Std \$1,100.00 ²
R2X ¹ HIGH ROOF ²	High roof option <i>T-250 Hi Roof 148" WB (W2X T-350 HI ROOF 148" WB \$ 7619) --OR-- (R3X - T-250 HI ROOF 148"EL \$7769) --OR-- (W3X - T-350 HI ROOF 148"EL \$8819)</i> ¹ <i>Requires T250, or T350, included with T350HD. Includes 110" interior dimension and 148" wheelbase.</i> ²	\$6,969.00 ¹	\$5,150.00 ²
68H ¹ 68H ²	Running boards <i>Under sliding side passenger door only, single</i> ²	\$159.00 ¹	\$159.00 ²
RS ¹ VV ²	Vent visors - stick-on style	\$145.00 ¹	NA ²
RSF ¹ RS ²	Rainshields - flange style	\$145.00 ¹	NA ²
R2U ¹ DUALSLIDE ²	Sliding side doors on driver's side <i>T-250 HI ROOF DUAL SLIDER 148" WB --OR-- (W2U T-350 HI ROOF DUAL SLIDER 148"WB \$8230) --OR-- (R3U - T-250 HI ROOF DUAL SLIDER 148"EL \$8280) --OR-- (W3U - T-350 HI ROOF DUAL SLIDER 148"EL \$9519)</i> ¹ <i>Cargo van doors driver and passenger sliding with side door fixed glass. Requires medium or High Roof options with GVWR upgrade:E1D,R1D,E2D,R2D,W2D,R2U,W2U,R3U,W3U,F4U,S4U</i> ²	\$6,919.00 ¹	\$1,039.00 ²

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	Alan Jay Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00
E1Y ¹	Sliding side door		\$499.00 ¹	\$149.00 ²
CARGO SLIDE ²	Single sliding side door on base model. ¹ Sliding cargo side door. Includes fixed glass. Standard on all body types that include the 148" wheel base. Optional on T150 as E1Y, E1C; T250 as R1Y, R2Y and T350 W2Y ²			
942 ¹	Daytime running lights		\$44.00 ¹	\$44.00 ²
942 ²	Immobilize daytime running lights (don't order option code 942) ¹		NC ¹	Std
17F ¹	Full body glass		\$199.00 ¹	\$269.00 ²
17F ²	Fixed windows all around glass on base only. (17H - All around glass w/ rear driver side flip open \$294, Requires privacy glass.) *** (Includes credit for side and rear glass) *** ¹ Windows-All-Around, fixed. Use with regular and long wheelbase Van. Not available with Dual-Sliding Doors. ²			
AL-TSV57-132APSW ¹	KUV, Reading van utility body, or approved equivalent with single rear wheels (requires 1 ton cutaway)		\$11,147.00 ¹	\$10,600.00 ²
KUVSRW ²	READING ALUMINUM CLASSIC SERVICE VAN SRW with 57" interior height powder coated white. - or - (AL-TSV72-132APSW - upgrade to 72" interior height ADD \$921.) - ADD - (LMRLS - Latch matic remote locking system \$899, MLS - Master locking system \$354, A3LR - Aluminum 3-bar ladder rack \$789, SFDR - Single fold down ladder rack \$2114, DFDR - Double fold down ladder rack \$ 3434) *** (Both bodies INCLUDE SRW Cutaway below) *** ¹ Requires transit cutaway model R5P at 138" SRW wheelbase. Option is for KUV129SUK LOW ROOF. ADD \$1200 for SLK medium roof, \$4000 for SHK high roof. Includes installation, rear step bumper, paint and power locks. ²			
AL-TSV72-132APSW ¹	KUV, Reading van utility body, or approved equivalent with dual rear wheels (requires 1 ton cutaway)		\$14,168.00 ¹	\$15,400.00 ²
KUVDRW ²	READING ALUMINUM CLASSIC SERVICE VAN DRW with 72" interior height powder coated white. - ADD - (LMRLS - Latch matic remote locking system \$899, MLS - Master locking system \$354, A3LR - Aluminum 3-bar ladder rack \$789, SFDR - Single fold down ladder rack \$2114, DFDR - Double fold down ladder rack \$ 3434) *** (INCLUDES DRW Cutaway below) *** ¹ Requires Transit Cutaway body type F6P 138" wheelbase. For F8P 156" Wheelbase, kuv153DUK model KUV add \$500. For KUV153DLK Model add \$1600, For KUV153DHK model add \$2400.00. Includes installation, rear step bumper, paint and power locks. ²			
R5P ¹	Optional body - specify		NC ¹	\$1,600.00 ²
T250 ²	Transit T-250 SRW 138" wheel base cutaway van with 9,000LB GVWR. *** REQUIRES BODY *** ¹ Base Transit T250 R1Z 9000# gvwr; includes side and rear fixed cargo door glass and all base equipment. 3950# payload capacity ²			
S6P ¹	Optional body - specify		NC ¹	\$4,400.00 ²
T350 ²	Transit T-350 DRW 138" wheel base cutaway van with 10,360LB GVWR. *** REQUIRES BODY *** ¹ Transit T350 Low Roof. Includes long wheel base, hinged side door van at 9500# gvwr W2Z. Includes 3.73 ratio rear axle 4450# max payload ²			
PC ²	Powder coating Reading only ²		NA	\$725.00 ²
53B ¹	Class III hitch		\$464.00 ¹	\$825.00 ²
Trailer Tow ²	Factory Trailer hitch with 7/4 pin connector ¹ Includes Receiver Hitch for Chassis Model, 7 way plug, bar, ball, pin and clip with insert. Includes 59B Includes: Trailer Wiring Harness Blunt-cut trailer/upfit wiring to rear of vehicle Trailer Stability control (TSC) Tow/Haul Mode ²			

VEHICLE:	Transit T-150 Cargo Van (E1Z)				
DEALER:	Alan Jay Ford	Duval Ford	Duval Ford	Duval Ford	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00	
53B X4L DB2 ¹ 53B ²	Heavy-duty towing package up to 6,500 lbs. <i>Factory Trailer hitch with 7/4 pin connector, 4.10 Limited Slip axle ratio, draw bar, 2-5/16" ball, pin, and clip. (CLIVWC - Dealer provided HD Class IV receiver hitch with 7-way connector, draw bar, 2-5/16" ball, pin, and clip \$785.)</i> ¹ <i>Includes: Trailer Wiring Provisions (59B) 4-Pin/7-Pin Connector Electric Brake Controller Tap-In Capability Relay system for backup/B+/running lights Frame mounted hitch receiver Tow/Haul Mode, add \$145 for bar, ball, pin, clip and insert. Must upgrade to 4.10 rear axle for over 5300 lbs capacity. Not available on diesel</i> ²			\$888.00 ¹	\$464.00 ²
S4X ¹ s4x ²	Dual rear wheels <i>T-350 HD 10360 GVWR DRW HI ROOF 148" EL --OR-- (S4U T-350 HD 10360 GVWR DRW HI ROOF DUAL SLIDER 148" EL \$11969)(Includes 99G 3.5L ECOBOOST)</i> ¹ <i>Transit-350 Heavy Duty VAN DRW (GVWR: 10,360#) Long 148" Wheelbase Extended-Length: Sliding Pass-Side Cargo Door Hi roof Includes 99G Engine and 3.73 rear axle</i> ²			\$11,283.00 ¹	\$9,700.00 ²
N2 ¹ N2 ²	Nitrogen filled tires including spare tire <i>(add \$70 for dual rear wheel configurations)</i> ¹			\$169.00 ¹	\$196.00 ²
51D ²	Full size spare tire and rim <i>Requires Chassis or Cutaway options, std in base. Dual rear Wheel spare is \$249</i> ²			Std	\$299.00 ²
153 ¹ 153 ²	Front license bracket			Std ¹	NC ²
43B ¹ 43b ²	Backup alarm, factory installed <i>Factory Back up alarm (43R - Reverse sensing system \$294)</i> ¹			\$124.00 ¹	\$124.00 ²
BUA ¹ BUA ²	Backup alarm, dealer installed <i>Dealer installed 90db Exterior Back Up Alarm.</i> ¹			\$179.00 ¹	\$150.00 ²
61C ¹ 61C ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed <i>Standard on Cargo, this option is for Cutaway's only ADD \$229 for camera install once body has been installed</i> ¹ <i>Rearview camera with trailer hitch assist(STD ON BASE) 61C now optional on Cutaway and Chassis Cab \$469</i> ²			\$469.00 ¹	Std ²
BUC ¹ BUC ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed			NA ¹	\$469.00 ²
R2Z ²	9,000 GVWR package, minimum <i>Included and only available with T-250 & T-350 configurations.</i> ¹ <i>Transit T250 Low roof van at 9000# gvwr, 148" wheelbase with hinged cargo doors, 3.73 ratio rear axle with corresponding base msrp at \$34105</i> ²			NA ¹	\$2,595.00 ²
E9Z ¹ R3X ²	8,550 GVWR rated cargo van with 158" WB 8,550 GVWR rated cargo van, extended body length <i>T-150 LOW ROOF 148" WB WITH 86000LB GVWR --OR-- (R2Z - T-250 LOW ROOF 148" WB WITH 9000LB GVWR \$2942) --or-- (R2Y T-250 LOW ROOF DUAL SLIDER 148"WB \$2999)</i> ¹ <i>Transit T250 HR Van with 148" wheelbase, hinged cargo side doors, 9000# gvwr package, and 4.10 ratio rear axle at corresponding base msrp at \$38,735</i> ²			\$1,978.00 ¹	\$6,942.00 ²
W2Z ¹ W2X ²	9,200 GVWR rated cargo van, standard body length <i>T-350 LOW ROOF 148"WB (W2Y T-350 LOW ROOF DUAL SLIDER 148"WB \$5109)</i> ¹ <i>Transit 350 long wheelbase HR sliding side door van at 9500# gvwr with 3.7 base engine and 4.10 rear axle ratio regular length body with corresponding base msrp at \$38,685</i> ²			\$4,955.00 ¹	\$6,900.00 ²

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F4X ¹ W3X ²	9,200 GVWR rated cargo van, extended body length T-350 HD HI ROOF 148"EL 9950 GVWR (F4U - T-350 HD 9950 GVWR HI ROOF DUAL SLIDER 148"EL \$12,223) (Includes 99G 3.5L ECOBOOST) ¹ Transit T350 HR van, 148" wheelbase sliding side door van at 9500# gvwr with corresponding base msrp at \$39,985. Includes 4.10 ratio rear axle and EL body ²	\$10,877.00 ¹	\$7,996.00 ²
FPLR-LOW ¹ FPLR ²	Full partition & industrial ladder rack for 135" WB Kargo Master full partition and fixed double ladder rack. (Kargo Master Partition Only \$774 with swing door.) (Kargo Master Dual Lock Down Ladder Rack alone \$1123). ***LOW ROOF CONFIGURATIONS*** ¹ Full front partition with swing door Ranger model c30 or equal for low roof. Add \$350 for medium roof vans and \$450 for High roof. Utility Rack fixed with cross bar included. For Double drop down add \$990 to quoted amount. Credit \$400 without Utility rack. ²	\$1,897.00 ¹	\$1,596.00 ²
FPLR-MH ¹	Full partition & industrial ladder rack for 155" WB Kargo Master full partition and single slide down ladder rack on Med-High roof configuration. (Med - High roof Partition Only \$887 with swing door.) (Upgrade single slide down to double slide down ladder rack \$921.)*** MED & HIGH ROOF CONFIGURATIONS *** ¹	\$2,383.00 ¹	NA
KM-BASE ¹ COMMVAN ²	Full partition & commercial customer bin system Kargo Master Base Commercial Bin Package with Solid Partition for Low Roof Configuration (ADD \$1295 for Electricians package) (ADD \$1595 for PHVAC package)**(ADD \$225 to any single package for 148" WB van)** or **(ADD \$700 to any single package for medium/high roof vans)** ¹ CONTRACTOR SHELVING TRADESMAN PACKAGE 49TRL. Includes 2: 42" Adjustable Shelf Unit [42" Width x 46" Height x 14" Depth], Transit Low Roof Partition Kit, 1: Steel 3 Long Heavy?Duty Drawer Unit [14" Width x 23" Height x 56" Depth] 4: Stacked & Dividable Plastic Bin Module, 1: 32" Adjustable Shelf Unit [32" Width x 46" Height x 14" Depth] ADD \$335 with Long wheel base, and \$750 with Medium and High Roof ²	\$1,997.00 ¹	\$3,000.00 ²
KM-GENSVC ¹ BINMAX ²	Full partition & general service interior bins Kargo Master General Services Bin Package with Solid Partition for Low Roof Configuration**(ADD \$225 to any single package for 148" WB van)** or **(ADD \$700 to any single package for medium/high roof vans)** ¹ 45 TRM Package Components: 42?Adjustable Tall Shelf Unit [42? Width x 60? Height x 14? Depth] (48424) x 3, Van Interior Partition x 1, Ford Transit Mid/High Partition Kit: (40651+406TH) Steel 2 Drawer Cabinet [20? Width x 12? Height x 13.5? Depth] (40070) x 2, Shelf Dividers 3.5? Tall [Set of 6] (40030) x 1, J Hook [3 Prong] (40060) x 1, Door Kit For 42? Width Shelf Unit (40010) x 2, Refrigerant Tank Rack [3 x 30# or 1 x 50# and 2 x 30#] (40200)x Stacked & Dividable Plastic Bin Module (40310)x4, Hanging File Holder (40270) x 2	\$2,897.00 ¹	\$3,600.00 ²
VIL ²	Full partition & fiberboard van liner for 135" WB PLASTIC WALL LINER FOR LOW ROOF ONLY. Includes bulkhead ²	NA	\$2,776.00 ²
12 BOX ¹ Box 12 ²	Full partition & fiberboard van liner for 155" WB Dual rear wheel cutaway with 12' box (contact awarded vendor) Includes Upgrade to S6P T-350 HD DRW 10,360lb GVWR 138" WB cutaway chassis with 543-Long Arm Power Mirrors & 51D-full size spare tire. (ADD \$3987 for Thiemann 1600lb rail gate style lift gate) ¹ Supreme Corporation Body or Equal. Aluminum Exterior wit Flat Floor and roll up door. Requires Chassis optional model upgrade with Dual rear wheel and appropriate CA. TRANSIT Cutaway model with v6. May substitute at no charge 2016 E3F ECONOLINE CA DRW 5.4L v8 with mirrors, less spare. Add \$550 for Laminated Hardwood floor ILO pine, Add \$1295 for Side door with grab handle and stirrup step. Add \$300 for Each row of ETrack. NC Swing or Barn doors or FRP Exterior. ²	\$8,995.00 ¹	\$9,600.00 ²
14 BOX ¹ Box 14 ²	Dual rear wheel cutaway with 14' box (contact awarded vendor) Includes Upgrade to S8P T-350 HD DRW 10,360 GVWR 156"WB Cutaway Chassis with 51D - Full Size Spare, and 543 - Long arm power mirrors, (ADD \$3987 for Thiemann 1600lb rail gate style lift gate) ¹ Supreme Corporation Body or Equal. Aluminum Exterior wit Flat Floor and roll up door. Requires Chassis optional model upgrade with Dual rear wheel and appropriate CA. TRANSIT	\$9,595.00 ¹	\$9,900.00 ²

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Cutaway model body certification. May substitute 2016 ECONOLINE CA E450 (e4f) DRW 5.4L v8 with mirrors, less spare for additional cost of \$2599. Add \$550 for Laminated Hardwood floor ILO pine, Add \$1295 for Side door with grab handle and stirrup step. Add \$300 for Each row of ETrack. NC Swing or Barn doors or FRP Exterior. 2

16 BOX ¹ Box 16 ²	<p>Dual rear wheel cutaway with 16' box (contact awarded vendor) Includes Upgrade to S9P T-350 HD DRW 10,360 GVWR 178" WB Cutaway Chassis with 51D-Full Size Spare, and 543-Long Arm Power Mirrors. (ADD \$3987 for Thiemann 1600lb rail gate style lift gate) 1</p> <p>Supreme Corporation Body or Equal. Aluminum Exterior wit Flat Floor and roll up door. Requires Chassis optional model upgrade with Dual rear wheel and appropriate CA. May substitute 2016 ECONOLINE CA E450 DRW 5.4L v8 with mirrors, less spare for additional cost of \$2599. Add \$550 for Laminated Hardwood floor ILO pine, Add \$1295 for Side door with grab handle and stirrup step. Add \$300 for Each row of ETrack. NC Swing or Barn doors or FRP Exterior. For v10 Engine: add \$1049 2</p>	\$9,901.00 ¹	\$10,400.00 ²
61G ¹ RFC ²	<p>Equipment option - specify Factory ordered spray in cargo floor liner. 1</p> <p>Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55 2</p>	\$994.00 ¹	\$345.00 ²
96D ¹ RPO ²	<p>Equipment option - specify Load Area protection package with front & rear vinyl floor cover and full height poly panels on side walls. (ADD \$59 for 148" wheel base) - (ADD \$154 for 148"-EL wheel base)1</p> <p>Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com 2</p>	\$184.00 ¹	(\$1.00) ²
DOT ²	<p>Equipment option - specify Fire Extinguisher, Road LED warning Lights and First aid kit; installed 2</p>	NA	\$595.00 ²
FCD-MT-X1C ¹ FCD-MT-X1C ²	<p>American Aluminum Modular Inmate Transport Unit or approved equivalent. One (1) compartment system for extended length cargo van includes: One (1) rear door (key lockable, with two (2) 6,000 lb. strength locks, one (1) rear step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. For Regular Length Vans Recommend upgrade, Add \$1000 for extended length Medium Roof Vans, Add \$1500 for Ext Length Hi Roof (Requires Rear A/C) 1</p> <p>Entire Unit is Powder Coated Light Grey, Interior LED covered and protected lighting, seatbelts, power vent system (Using Factory Rear A/C & Heat), rear step, side single step, both side and rear steps are powder coated black matte finish, 2 rear turbo fans, diamond plate aluminum flooring, 6,000 lbs. slam locks with Cam-Locker locka- ble T-Handle, unit doors are double wall aluminum with Polycarbonate, front center console for electronic switches, etc. 2</p>	\$9,235.00 ¹	\$9,900.00 ²
FCD-MT-X2C/FB ¹ FCD-MT-X2C/FB ²	<p>American Aluminum Modular Inmate Transport Unit or approved equivalent. Two (2) compartment system for extended length cargo van includes: Two (2) rear door (key lockable, with four (4) 6,000 lb. strength locks, one (1) rear step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. For Regular Length Vans Recommend upgrade, Add \$1000 for extended length Medium Roof Vans, Add \$1500 for Ext Length Hi Roof (Requires Rear A/C) 1</p> <p>Entire Unit is Powder Coated Light Grey, Interior LED covered and protected lighting, seatbelts, power vent system (Using Factory Rear A/C & Heat), rear step, side single step, both side and rear steps are powder coated black matte finish, 2 rear turbo fans, diamond plate aluminum flooring, 6,000 lbs. slam locks with Cam-Locker locka- ble T-Handle, unit doors are double wall aluminum with Polycarbonate, front center console for electronic switches, etc. 2</p>	\$9,235.00 ¹	\$10,400.00 ²

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
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BASE PRICE:	\$19,894.00	\$20,007.00	\$20,007.00	\$20,007.00

FCD-MT-X2CILR ¹ FCD-MT-X2CILR ²	American Aluminum Modular Inmate Transport Unit or approved equivalent. Two (2) compartment system for extended length cargo van includes: One (1) rear door (key lockable), one (1) side door (key lockable), four (4) 6,000 lb. strength locks, one (1) rear step, one (1) side step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. <i>For Regular Length Vans Recommend upgrade, Add \$1000 for extended length Medium Roof Vans, Add \$1500 for Ext Length Hi Roof (Requires Rear A/C)</i> ¹ <i>Entire Unit is Powder Coated Light Grey, Interior LED covered and protected lighting, seatbelts, power vent system (Using Factory Rear A/C & Heat), rear step, side single step, both side and rear steps are powder coated black matte finish, 2 rear turbo fans, diamond plate aluminum flooring, 6,000 lbs. slam locks with Cam-Locker lockable T-Handle, unit doors are double wall aluminum with Polycarbonate, front center console for electronic switches, etc.</i> ²	\$9,235.00 ¹	\$10,000.00 ²
FCD-MT-X3C ¹ FCD-MT-X3C ²	American Aluminum Modular Inmate Transport Unit or approved equivalent. Three (3) compartment system for extended length cargo van includes: Two (2) rear doors (key lockable), one (1) side door (key lockable), and six (6) 6,000 lb. strength locks, one (1) rear step, one (1) side step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. <i>For Regular Length Vans Recommend upgrade, Add \$1000 for extended length Medium Roof Vans, Add \$1500 for Ext Length Hi Roof (Requires Rear A/C)</i> ¹ <i>Entire Unit is Powder Coated Light Grey, Interior LED covered and protected lighting, seatbelts, power vent system (Using Factory Rear A/C & Heat), rear step, side single step, both side and rear steps are powder coated black matte finish, 2 rear turbo fans, diamond plate aluminum flooring, 6,000 lbs. slam locks with Cam-Locker lockable T-Handle, unit doors are double wall aluminum with Polycarbonate, front center console for electronic switches, etc.</i> ²	\$9,235.00 ¹	\$10,500.00 ²
MAVRON ¹ FlatStake ²	Optional equipment - specify <i>Mavron AT-350 with (2) large rear facing cages, and (4) cages per side accessed by driver and passenger side cargo load doors. (Requires W2Z dual side door low roof vehicle configuration)</i> ¹ <i>9 Foot Knapheide PVMXS stake body. Requires Dually Chassis model s6z. Add \$495 for bulkhead in lieu of Stake front. \$400 deletes stakes all around. Add \$3500 for electric hoist. For Knapheide 12 ft Flat Stake PVMXS, use chassis model s8z and add \$600</i> ²	\$21,708.00 ¹	\$4,400.00 ²
425-5466 ¹ ServiceBody S ²	Optional equipment - specify <i>JOTTO COMPUTER MOUNT STAND - ADD - (806-1206 - 600W PURE SINE WAVE INVERTER W/ (2) 110V OUTLETS INSTALLED BETWEEN DRIVER/PASSENGER SEATS \$429.)</i> ¹ <i>Single Rear wheel service body: Knapheide 6129FT Service body. Requires Chassis model upgrade with appropriate cab to axle. The Standard Service Body model will be available for the 82" CA, single rear wheel Transit cab chassis. The Standard Service Body (model 6129J-FT) will feature a lower load height, increased new payload, additional secure storage capacity, and improved fuel efficiency when compared to a F-250 cab chassis with a 696J Service Body. The nominal length of the body will be 129" with 14.5" of compartment depth.</i> ²	\$485.00 ¹	\$7,900.00 ²
ALB-TA ¹ LADDER DD ²	Optional equipment - specify <i>Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor. (Add Go Light with Dash Mounted Remote for \$628)</i> ¹ <i>Kargo Master Double Drop Down (Slide Down) Ladder Rack. Features: Heavy-Duty mechanism gently lowers and raises ladder into position. In lowered position, horizontal ladder can be easy loading and unloading. Low profile for maximizing height clearance. Include ladder pan rubber protection Drops down 15" lower than competitor models. (Curb Side) Holds extension and step ladders. Hydraulic-assisted arms included Rugged crossbows hover just inches above the roof to reduce overall vehicle height and to facilitate loading and unloading. Easy-to-reach lockable clamp arm firmly secures ladder to rack. Driver Side Drop down available for add on. Rung grips are adjustable to secure extension ladders of all sizes. Zinc epoxy primed for superior rust resistance. Chip-resistant white powder coat. Quick and easy to assemble and install. No drilling or cutting required. Driver side retainer Included. ADD \$600 for medium and High roof.</i> ²	\$1,995.00 ¹	\$1,626.00 ²

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SAFE-T ¹ LADDER SD ²	Optional equipment - specify <i>Fire Extinguisher, First Aid Kit, Road Triangles</i> ¹ <i>Kargo Master Single Drop Down (Slide Down) Ladder Rack Features: Heavy-Duty mechanism gently lowers and raises ladder into position. In lowered position, horizontal ladder can be easy loading and unloading. Low profile for maximizing height clearance. Include ladder pan rubber protection. Drops down 15" lower than competitor models. (Curb Side) Holds extension and step ladders. Hydraulic-assisted arms included. Rugged crossbows hover just inches above the roof to reduce overall vehicle height and to facilitate loading and unloading. Easy-to-reach lockable clamp arm firmly secures ladder to rack. Driver Side Drop down available for add on. Rung grips are adjustable to secure extension ladders of all sizes. Zinc epoxy primed for superior rust resistance. Chip-resistant white powder coat. Quick and easy to assemble and install. No drilling or cutting required. Driver side retainer Included. ADD \$600 for medium and High roof.</i> ²	\$295.00 ¹	\$1,086.00 ²
3BLS ¹ ADAVan ²	Optional equipment - specify <i>3rd Brake Light Safety Pulse "Rear Collision Avoidance" (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)</i> ¹ <i>3PT-Max SmartFloor layout; gray Altro floor covering; (3) 4-button wheelchair securement systems w/ retractable lap/shoulder belts; L-Track mounted on headliner for shoulder belts; first aid kit; 5 lb. fire extinguisher; triangle reflector kit; window tint; SIDE-mounted Braun Century series model 919 NHTSA-compliant wheelchair lift; entrance grab handle; seal floor to walls; drive shaft loop; ADA decals; (4) one-passenger 3PT seats w/ SmartFloor seat base; emergency exit & no smoking decals, detail, inspection and certification. REQ Ship Through Mobility Upfitter. Options do exist on long wheel base van. Contact dealer for details.</i> ²	\$229.00 ¹	\$21,026.00 ²
LABOR ¹ Labor ²	Labor rate per hour <i>(Labor Rates Based on Single Vehicle Build)</i> ¹ <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation</i> ²	\$105.00 ¹	\$145.00 ²
TEMP ¹ TEMP ²	Temporary tag	\$45.25 ¹	\$6.00 ²
TRANS ¹ TX ²	Transfer existing registration (must provide tag number) <i>Includes temp tag & two way overnight shipping for signature.</i> ¹ <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10: http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]</i> ²	\$168.85 ¹	\$85.00 ²
TAG ¹ TAG ²	New state tag (specify state, county, city, sheriff, etc.) <i>Includes temp tag & two way overnight shipping for signature.</i> ¹ <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10: http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]</i> ²	\$220.95 ¹	\$130.00 ²
BMP345 ¹ MP575 ²	Maintenance Plan - specify <i>3 yr 45,000 mile (5000 mile interval, includes a total of (9) visits) gas engine Maintenance Plan.</i> ¹ <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Chassis Cab & Cutaway vehicles use \$2230. 5 Year 75,000 mile Premium Diesel Maintenance plan. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible use \$3675 For Chassis Cab & Cutaway vehicles use \$3525</i> ²	\$580.00 ¹	\$1,860.00 ²

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BMP575 ¹ MP675 ²	Maintenance Plan - specify 5 yr 75,000 mile(5000 mile interval, includes a total of (15) visits) gas engine Maintenance Plan. ¹ 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Chassis Cab & Cutaway vehicles use \$2280. 6 Year 75,000 mile Premium DIESEL Maintenance Plan. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible use \$3715. For Chassis Cab & Cutaway vehicles use \$3580. ²	\$910.00 ¹	\$1,905.00 ²
BMP6100 ¹ MP610 ²	Maintenance Plan - specify 6 yr 100,000 mile(5000 mile interval, includes a total of (20) visits) gas engine Maintenance Plan. ¹ 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Chassis Cab & Cutaway vehicles use \$2845. 6 Year 100,000 mile Premium DIESEL Maintenance Plan. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible use \$4320. For Chassis Cab & Cutaway vehicles use \$4515. ²	\$1,140.00 ¹	\$2,400.00 ²
EC575 ¹ DB575 ²	Warranty - specify Extra Care 5 yr 75k mile (\$0 Ded) Extended Warranty ¹ 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2195. 5 year, 75,000 mile Chassis BaseCare ESP at zero deductible use \$2640. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible use \$3225. Add \$605 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide ²	\$1,860.00 ¹	\$1,590.00 ²
PC575 ¹ DE575 ²	Warranty - specify Premium Care 5 yr 75k mile (\$0 Ded) Extended Warranty ¹ 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2665. 5 year, 75,000 mile Chassis ExtraCare ESP at zero deductible use \$2945. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible use \$3655. Add \$555 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide ²	\$2,615.00 ¹	\$1,860.00 ²
PC6100 ¹ DP575 ²	Warranty - specify Premium Care 6 yr 100k mile (\$0 Ded) Extended Warranty ¹ 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3470. 5 year, 75,000 mile Chassis PremiumCare ESP at zero deductible use \$3415. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible use \$4235. Add \$505 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide ²	\$3,570.00 ¹	\$2,615.00 ²
EC575 ¹ FB575 ²	Diesel Warranty - specify Extra Care 5 yr 75k mile (\$0 Ded) Extended Warranty ¹ 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2555. 5 year, 75,000 mile Chassis BaseCare ESP at zero deductible is \$2925. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible is \$3950. Add \$605 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide ²	\$2,150.00 ¹	\$1,830.00 ²
PC575 ¹ FE575 ²	Diesel Warranty - specify Premium Care 5 yr 75k mile (\$0 Ded) Extended Warranty ¹ 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3115. 5 year, 75,000 mile Chassis ExtraCare ESP at zero deductible is \$3210. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible is \$4525. Add \$555 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide ²	\$3,010.00 ¹	\$2,150.00 ²

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PC6100 ¹
FP575 ²

Diesel Warranty - specify Premium Care 6 yr 100k mile (\$0 Ded) Extended Warranty ¹ 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3705.5 year, 75,000 mile Chassis PremiumCare ESP at zero deductible is \$3740. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible is \$5320. Add \$505 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide ²	\$3,835.00 ¹	\$3,010.00 ²
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PROPOSAL

NAME: CITY OF FT PIERCE EMAIL: cbender@fppd.org ATTN: LT CHRIS BENDER

DATE: DECEMBER 16, 2015

2016 FORD EXPLORER FWD SUV K7B PER SPEC 26	24,190.00
UP GRADE TO XLT PKG	3499.00
TOTAL	27,689.00
X2	55,378.00
PER FSA CONTRACT 15-23-0904 SPEC # 26	

PURCHASER ACKNOWLEDGES:
 DON REID FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one _____ states your official acceptance.

Please return this form via Fax: (407) 647-4779 or email - EJore@aol.com ACCEPTED: _____ PO# _____
--

Respectfully submitted,
 ERIC JORE
 FLEET MANAGER
 DON REID FORD, INC.

CITY OF FORT PIERCE



(Two) 2016 Ford Explorer (K7B)

POLICE DEPARTMENT

BID NO. 2016-008 - NEW VEHICLES (FISCAL YEAR 2016)

SUNRISE FORD

	<u>PRICE</u>
BASE PRICE:	1 - magnetic \$ <u>26,936</u>
XLT Package as noted on FSA contract	\$ _____
	1 - silver \$ <u>26,936</u>
	\$ _____
	\$ _____
	\$ _____

COLOR: 1 - Magnetic/Ebony Black Cloth
2 - Ingot Silver/Ebony Black Cloth

TOTAL: \$ 53,872.
GRAND TOTAL \$ 53,872

APPROXIMATE DELIVERY: 6 - 8 wks
DATE OF QUOTE: 12 - 17
VENDOR: Sunrise Ford
CONTACT: Vernon Lloyd
SIGNATURE: [Signature]
PHONE: 772 - 461 6000
FAX: 772 - 264 0875
E-MAIL: L5MSVRN@aol.com

BID AWARD ANNOUNCEMENT

15-23-0904

Effective Dates:

October 1, 2015 – September 30, 2016

**POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES,
TRUCKS & VANS**

***Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida***

Coordinated By

**The
Florida Sheriffs Association
& Florida Association of Counties**





FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

MID SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #26

2016 Chevrolet Traverse (CR14526)
2016 Ford Explorer (K7B)
2016 GMC Acadia (TR14526)
2016 Jeep Grand Cherokee Laredo (WKTH74)
2016 Nissan Pathfinder (25116)
2016 Toyota Highlander (6942)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

- a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/TRANSAXLE:

- a. Manufacturer's standard automatic transmission/transaxle.

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- a. Manufacturer's standard air conditioning with 134A system.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Power windows, power door locks, cruise control and tilt steering wheel.
- e. Manufacturer's standard floor covering.
- f. Manufacturer's standard production seats. Purchaser will select color at time of order.
- g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual outside mirrors and inside rearview mirror.
- b. Interior dome lights with left and right door activated switches.
- c. Manufacturer's standard air bags.

6. BRAKES:

- a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

- a. Manufacturer's standard tires and wheels.
- b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

MID SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #26

2016 Ford Explorer (K7B)

The Ford Explorer (K7B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,855.00	\$24,105.00	\$24,079.00	\$24,190.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Explorer (K7B)			
DEALER:	Duval Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,855.00	\$24,105.00	\$24,079.00	\$24,190.00

Order Code Delete Options	Western	Central
	& Northern	& Southern
Cruise control	NA	NA
Tilt steering wheel	NA	NA
Power windows	NA	NA
Power door locks	NA	NA
On-Star	NA	NA
Satellite radio	NA	NA

Order Code Add Options	Western	Central
	& Northern	& Southern

Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

99H ¹	Engine upgrade - specify	\$994.00 ¹	\$994.00 ²
99H ²	2.3L I-4 EcoBoost Engine. Requires (446) 6-speed automatic transmission. ¹ 2.3 ECO BOOST ²		
	CNG model - specify	NA	NA
	Bi-fuel model - specify	NA	NA
	CNG conversion (discuss with dealer)	NA	NA
	LPG conversion (discuss with dealer)	NA	NA
	Factory external engine oil cooler <i>REQUIRES 52T TRAILER TOW PACKAGE ¹</i>	NA ¹	NA
	Battery, 650-cca or greater	NA	NA
	Limited slip differential	NA	NA
TREM ¹	Tremco anti-theft - foot activated, dealer installed	\$196.00 ¹	\$395.00
SFST ¹	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less	\$226.00 ¹	\$395.00
K7D ¹	Manufacturer's model upgrade package (specify pkg. bid)	\$3,500.00 ¹	\$3,499.00 ²
XLT ²	<i>XLT VEHICLE W/200A PKG INCLUDES ALL BASE VEHICLE EQUIP PLUS: Heavy-duty Front and Rear Brake Calipers, Body-color Door Handles, FogLamps, Foundry Painted Grille with Chrome Bars LED Signature Lighting Lower Body side Cladding Chrome Accent, Mirrors, Sideview-Heated with LED signal indicators, Security Approach Lamps and Gloss Black Finish Caps, Painted Silver Front and Rear Skid Plate Elements, Silver Roof-rack SideRails, Wheels-18" Painted Aluminum (FWDonly)— 18"5-spoke Painted Aluminum (4WDonly), Galvano Instrument Panel and Appliqués, Door/Interior Trim and Appliqués, Seats, Unique Cloth— 10-way Power Driver (includes Power Lumbar and Recline)— 6-way Power Passenger (includes Manual Recline), Steering Wheel—Leather-wrapped, Audio—Sirius XM Satellite Radio (includes six-month prepaid subscription), Intelligent Access with Push-button Start ? ReverseSensingSystem, Securi Code TM Keyless-entry Keypad, Perimeter Alarm.¹</i>		
BW ¹	Seat trim upgrade - specify <i>LEATHER, REQUIRES UPGRADE MODEL PLUS 202A PACKAGE ¹</i>	NC ¹	NA
	AM/FM radio with single CD	Std	Std

VEHICLE:	Explorer (K7B)			
DEALER:	Duval Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,855.00	\$24,105.00	\$24,079.00	\$24,190.00

3K ¹ DLR ²	Additional Key(s) or Key Fob(s) when applicable <i>SIMPLE KEY INCLUDED IN RFC¹</i>	\$275.00 ¹	\$250.00 ²
	Remote keyless entry	Std	Std
	Third row seat	Std	Std
NS ¹ DLR ²	5" round dome lamp between sunvisors <i>Red White LED light, great for cargo area¹</i>	\$146.00 ¹	\$95.00 ²
	Rear window defogger	Std	Std
	Rear window washer/wiper with intermittent feature	Std	Std
16N ¹ 16N ²	Heavy duty rubber floor mats	\$74.00 ¹	\$74.00 ²
60T ¹ 60T ²	Cargo area cover <i>CARGO SHADE¹</i>	\$129.00 ¹	\$129.00 ²
	Privacy glass, factory installed <i>INCLUDED IN BASE, ADD \$95 FOR FRONT WINDOWS OR \$385 FOR LIMO TINT¹</i>	Std ¹	Std
	Side air protection (may affect cage availability)	Std	Std
VV ¹ DLR ²	Vent visors - stick-on style	\$160.00 ¹	\$250.00 ²
RS ¹ DLR ²	Rainshields - flange style	\$160.00 ¹	\$250.00 ²
DLR ²	Running boards	NA	\$895.00 ²
942 ¹ 942 ²	Daytime running lights	\$44.00 ¹	\$44.00 ²
	Immobilize daytime running lights	Std	NA
	Fog lamps <i>REQUIRES AND INCLUDED IN MODEL UPGRADE PACKAGE 200A¹</i>	NC ¹	NA
	Tow hooks	NA	NA
52T HD ¹ DLR ²	Heavy duty towing package, includes HD class III receiver with 2" ball <i>INCLUDES 2" CLASS III RECEIVER HITCH, ENGINE OIL COOLER, WIRING HARNESS WITH 4 & 7 PIN CONNECTOR. INCLUDES BAR, BALL, AND CLIP. REQUIRES 3.5L TI-VCT V6 ENGINE.¹</i> <i>DELAER INSTALL²</i>	\$725.00 ¹	\$569.00 ²
	Full size spare tire and rim <i>MINI SPARE INCLUDES¹</i>	NA ¹	NA
	Outside tire carrier	NA	NA
N2 ¹ DLR ²	Nitrogen filled tires including spare tire	\$196.00 ¹	\$200.00 ²
153 ¹ 153 ²	Front license bracket	NC ¹	NC ²
	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std	Std

VEHICLE:	Explorer (K7B)			
DEALER:	Duval Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,855.00	\$24,105.00	\$24,079.00	\$24,190.00

BUC ¹ BUC ²	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed <i>Typically for agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance.</i> ¹	\$695.00 ¹	NA ²
201A ¹ 76R ²	Optional equipment - specify <i>REQUIRES XLT VEHICLE UPGRADE K7D AND INCLUDES: SYNC® with MyFord Touch® Voice-Activated Communications and Entertainment System – includes 911 Assist®, Vehicle Health Report (VHR) and SYNC® Services, 8" LCD touch screen in center stack, one (1) Smart Charging Multimedia USB Port and one (1) Powerpoint in Media Hub and SD Card Reader, Two (2) Driver configurable 4.2" color LCD displays in instrument cluster, Front center console – one (1) Smart Charging Multimedia USB Port (replaces the front center console Powerpoint Port), Auto-dimming Rearview Mirror. Note: One (1) year of SYNC® Services is provided complimentary, Premium Audio System with nine (9) Speakers, Remote Start System, Dual-Zone Electronic Automatic Temperature Control (DEATC), AND 10-way Power Passenger Seat (includes Power Lumbar and Recline)</i> ¹ REVERSE SENSOR ²	\$1,599.00 ¹	\$274.00 ²
202A ¹ 582 ²	Optional equipment - specify <i>REQUIRES XLT VEHICLE UPGRADE K7D AND INCLUDES 201A CONTENT PLUS: Forward Sensing System, Leather-trimmed Seats, AND Heated Front Seats.</i> ¹ SATELLITE RADIO ²	\$4,024.00 ¹	\$194.00 ²
LTS ¹ 50M ²	Optional equipment - specify <i>HAVIS LAPTOP BASE, POLE STAND, AND UNIVERSAL LOCKING LAPTOP TRAY. OPTIONS AVAILABLE</i> ¹ SPLASH GUARDS ²	\$695.00 ¹	\$204.00 ²
RPO ¹ 60T ²	Optional equipment - specify <i>Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com</i> ¹ CARGO SHADE ²	(\$1.00) ¹	\$129.00 ²
RFC ¹ 85W ²	Optional equipment - specify <i>Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55</i> ¹ CARGO WELL PROTECTOR ²	\$396.00 ¹	\$99.00 ²
LABOR ¹ DLR ²	Labor rate per hour <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation.</i> ¹	\$145.00 ¹	\$85.00 ²
TEMP ¹ DLR ²	Temporary tag	\$6.00 ¹	\$35.00 ²
TX ¹ DLR ²	Transfer existing registration (must provide tag number) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10: http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]</i> ¹	\$85.00 ¹	\$150.00 ²
TAG ¹ DLR ²	New state tag (specify state, county, city, sheriff, etc.) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10: http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]</i> ¹	\$130.00 ¹	\$250.00 ²

VEHICLE:	Explorer (K7B)			
DEALER:	Duval Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,855.00	\$24,105.00	\$24,079.00	\$24,190.00

MP575 ¹	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.</i> ¹	\$1,860.00 ¹	
MP675 ¹	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.</i> ¹	\$1,905.00 ¹	
MP610 ¹	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.</i> ¹	\$2,400.00 ¹	
CB575 ¹ ESP ²	Warranty - specify <i>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide</i> ¹	\$1,475.00 ¹	\$1,740.00 ²
CE575 ¹ ESP ²	Warranty - specify <i>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide</i> ¹	\$1,710.00 ¹	\$2,130.00 ²
CP575 ¹ ESP ²	Warranty - specify <i>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide</i> ¹	\$2,400.00 ¹	\$2,585.00 ²

City Commission Regular Meeting

Agenda Item # 9. b.

Meeting Date: 01/04/2016

Re: Permission to Hang Across-the-Street Banner for Highwaymen and Hurston Events

Submitted For: Libby Woodruff, Grant Writer, Urban Redevelopment

SUBJECT:

Approve staff request to hang across-the-street banners prior to and during annual Highwaymen and Hurston celebratory events on Avenue D in the Lincoln Park neighborhood.

SUMMARY:

City Code of Ordinances Section 15.5 states City Commission must specifically authorize the installation of across-the-street banners when located on or over any right-of-way or when hung from utility poles. These banners will be hung across Avenue D on utility poles installed by FPUA.

RECOMMENDATION:

Provide authorization for Staff to coordinate the installation of across-the-street banners for the annual Highwaymen and Hurston celebratory events on Avenue D in the Lincoln Park neighborhood.

ALTERNATIVES:

Do not authorize the installation of the across-the-street banners.

RESPONSIBLE STAFF:

Libby Woodruff, Urban Redevelopment Interim Manager

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

There will not be a fiscal impact from this agenda item.

Attachments

Code of Ordinances Excerpt
Banner Location on Avenue D

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 12/30/2015

Reviewed By

Nick Mimms

Date

12/30/2015 03:23 PM

Started On: 12/16/2015 04:28 PM

Excerpt taken from the City of Fort Pierce Code of Ordinances

Sec. 15-5. - Prohibited signs or sign characteristics.

The following signs or types of signs shall be prohibited within the city **except for those which are specifically authorized or required by the city commission, state law or court order:**

- 1) Roof signs.
- 2) Portable or trailer signs.
- 3) Sidewalk or sandwich signs.
- 4) Pylon signs.
- 5) Snipe signs..
- 6) Signs attached to any tree, shrub or plant.
- 7) Banners and decoration, except as may be permitted as a special event sign.
- 8) **Signs located over or on any right-of-way except for projecting signs in a C-4 zoning district.**
- 9) **Signs attached to or placed upon any utility pole, street light, sidewalk, curb, fire hydrant, bridge or any other public property.**
- 10) Flashing, animated or noise-making signs, except for message signs displaying time, temperature and community service information only.
- 11) Signs attached to bus benches, bus shelters or waste receptacles.
- 12) Signs in motion, including swinging, rotating or revolving signs or devices designed to attract attention.
- 13) Vehicular signs except for those affixed to franchised buses, taxis or commercial vehicles operating during their normal course of business, or political signs in accordance with section 15-7(d).
- 14) Signs which copy or imitate official signs or which purport to have official status.
- 15) Signs which display any lewd, lascivious, obscene, indecent or immoral written or graphic message.
- 16) Signs which obstruct or interfere with any door, fire exit, stairway, ladder or opening intended to provide light, air, ingress or egress for any building.
- 17) Signs which constitute a traffic safety hazard by reason of size, location, movement, content, coloring or method of illumination; obstruct the vision of motorists or pedestrians; obstruct or detract from any official traffic control device; divert or tend to divert the attention of motorists from traffic movement on streets, roads, intersections or access facilities; utilize flashing or revolving red, green, blue or amber lights; or utilize the words "stop," "look," "danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.
- 18) Signs which utilize fluorescent colors in the yellow and red spectrums.
- 19) Any other signs not specifically permitted within this chapter.

(Code 1960, § 23A-6)



Proposed Banner Location



Fort Pierce Engineering Department
 100 N. US 1 Fort Pierce, FL 34950
 (772) 467 - 3773

Highwaymen Heritage Trail

REVISIONS

	MM/DD/YY	REMARKS
1	12/10/15	...
2	--/--/--	...
3	--/--/--	...
4	--/--/--	...
5	--/--/--	...

A 01

The Highwaymen Heritage Trail

ART SHOW ^{and} FAMILY-FRIENDLY FESTIVAL

Moore's Creek Linear Park

FEBRUARY 20, 2015

TheHighwaymenTrail.com



City Commission Regular Meeting

Agenda Item # 9. c.

Meeting Date: 01/04/2016

Re: Accept Request for Catering/Hospitality Services RFP#2015-050

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

SUBJECT:

Approve and accept lowest bid for RFP #2015-050 Catering/Hospitality Services for Sunrise Theatre submitted by Annie's Catering, Inc. in an amount not to exceed \$86,000.00 contingent upon obtaining a mobile vendor permit as required by Chapter 9, of the Fort Pierce Code of Ordinances.

SUMMARY:

RFP No.2015-050 - Catering/Hospitality Services for the Sunrise Theatre invitation was sent to 323 vendors. Ten (10) vendors requested specifications with 5 responding (50%) of 10 or 50% plus 0 no bid. October 7, 2015 The Purchasing Department notified staff that the following vendors submitted bids: Amy's Cakes & Catering, Annie's Catering, Inc., DiMichelli Catering, Inc., Phatz Chick-N-Shack, and Sunrise City Cafe'. First review of vendors by Sunrise staff showed inclusive determination of catering needs and requirements as to scope of service at the Sunrise Theatre (Catering Proposal by price). A second clarification request was submitted to the five (5) vendors for additional information regarding four (4) sample catering riders on October 24, 2015 from the Purchasing Department. The clarification information received by November 4, 2015 was reviewed by the review committee on December 14, 2015 and ranked with the lowest bid awarded to Annie's Catering, Inc.

RECOMMENDATION:

Approve lowest bid for RFP #2015-050 for Catering and Hospitality Services to Annie's Catering, Inc. contingent upon obtaining a mobile vendor permit as required by Chapter 9, of the Fort Pierce Code of Ordinances.

ALTERNATIVES:

Consider second lowest bid or re-bid.

RESPONSIBLE STAFF:

Georgia Montgomery, Purchasing Specialist
John Wilkes, Sunrise Theatre Executive Director

COORDINATED WITH:

Tony Barnes, Director Administrative Services
John Wilkes, Director of the Sunrise Theatre
Committee Members: Gelencia Carter, Anne Satterlee, Thomas Taylor & Sharon Engle

Fiscal Impact

Budgeted Y/N: yes

Fiscal Year: 2016

Account: 40646005754043

Amount: 86,000.00

OTHER INFORMATION:

Approved for 2015/16 Budget.

Attachments

Catering Proposals

Clarification Information

Committee Rankings

Form Review

Inbox

Purchasing

Finance Department

City Manager

Form Started By: Anne Satterlee

Final Approval Date: 12/30/2015

Reviewed By

Tony Barnes

Johnna Morris

Nick Mimms

Date

12/28/2015 12:24 PM

12/29/2015 12:31 PM

12/30/2015 03:23 PM

Started On: 12/18/2015 01:42 PM

CATERING PROPOSALS

	Annie's	Amy's	DiMichellis'	Sunrise City Café	Tessa Adams
Cold (Continental Breakfast:	5.00	14.95	6.95	8.95	10.95
Hot Breakfast					
*Chafers - 2 meats, Potatoes, eggs , Pancakes	6.50	18.95	10.95	9.95	12.95
*Omelet Station	7.00	16.95	12.95	9.95	12.95
Coffee Service: donuts, Bagels Danish, Muffins, Juices, etc.	5.00	14.95	7.95	8.95	10.95
Fruit tray	2.24	8.95	4.95	4.95	6.95
Cheese tray, crackers	3.00	7.95	5.95	4.95	5.95
Deli/Flat meat & Cheese Tray	3.50	14.95	11.95	9.25	12.95
Sandwich/Wraps Platter with Chips, Condiments, Lettice & Tomatoes, Etc	4.50	14.95	8.95	6.95	12.95
Add Potato/pasta salad, slaw	1.50	4.95	1.50	1.50	3.95
Add tuna/chicken/ham salad	1.50	4.95	2.95	2.50	4.95
Caesar Salad	2.24	14.95	6.95	4.95	8.95
Add chicken/shrimp	3.00	4.95	5.00	2.95	3.95
Box Lunch: Sandwich, chips, drink, fruit	6.50	14.95	11.75	9.95	12.95
Dancer Food: Yogurt, fruit, raw veggie Tray, granola, hummus, pita, cookies, energy bars	7.98	16.95	17.95	10.95	12.95
Hot Lunch:					
Soup	2.00	5.95	3.95	4.00	4.00
Burgers & dogs	5.00	12.95	7.95	8.95	7.95
Grilled cheese/ham & cheese	3.50	7.95	6.95	7.95	5.95
Pasta	3.95	14.95	5.95	8.95	8.95
Meat dish	5.95	18.95	9.95	13.95	10.95
Chicken	5.95	16.95	8.95	12.95	9.95
Fish	6.95	18.95	9.95	12.95	10.95
BBQ	6.95	16.95	6.95	9.95	9.95

CATERING		PROPOSALS					
	Annie's	Amy's	DiMichellis'	Sunrise City	Tessa Adams		
Dinner:				Café			
Soup	2.00	4.95	3.95	4.00	4.95		
Salad	3.00	4.95	3.25	2.50	3.95		
Veggies	2.00	4.95	1.95	2.00	3.00		
Starch	2.00	4.95	2.95	2.00	3.00		
Pasta Dish	2.00	15.95	10.95	8.95	12.95		
Meat dish	6.95	19.95	13.95	13.95	13.95		
Chicken	6.95	16.95	13.95	12.95	12.95		
Fish	6.95	18.95	12.95	12.95	14.95		
Meat Loaf	6.95	15.95	11.95	12.95	10.95		
Carvery*	10.95	29.95	3.00	24.95	15.95		
Desserts	3.00	5.00	6.95	6.95	4.00		
Per Person For salad, entrée, 1 vegetable, 1 starch, desseert	11.00	29.95	25.95	17.95	24.95		
El Cheapo: Salad, Lasagna/Pasta/arriz chip pollo, (i.e.- single dish) bread, soda,juices, cookies.	9.95	22.95	25.95	14.95	16.95		
Plate dinner w/server	15.00	42.95	26.95	24.95	35.95		
Is there an up charge for plates & silverware? Yes G or No G	No	0	No	0	Yes	5.00	No
*Indicates what up charge would be if any.							
Hourly charge for hospitality items listed in Section V	??	10.00	25.00	15.00	4.00		
* Do you accept the Purchasing Card (Visa)	Yes	Yes	NO	NO	Yes		
* Percentage of discount off bid price when payment is made with Visa	0.00	10.0%	0.00	0.00	2.95		
gratuity	not mentioned	not mentioned	20%	not mentioned	not mentioned		

Catering & Hospitality Services, RFP No. 2015-050

11/6/2015		Estimates: Clarification Information				
Caterer	<i>Samp A</i>	<i>Samp B</i>	<i>Samp C</i>	<i>Samp D</i>	Rank	
Amy's Cakes & Catering	\$2,240.00	\$1,394.00	\$540.00	\$3,895.00	4	
Annie's Catering	\$695.00	\$451.75	\$517.60	\$2,261.20	1	
Phatz Chick-n-Shack	\$1,254.75	\$1,053.55	\$1,142.50	\$3,430.69	3	
Sunrise City Café	\$800.00	\$975.00	\$500.00	\$2,400.00	2	
Di'Michelli's Catering	\$2,938.59	\$2,494.58	\$1,363.67	\$6,672.25	5	



REQUEST FOR PROPOSALS NO. 2015-050

CATERING/HOSPITALITY SERVICES

COMMITTEE TOTAL RANKINGS

EVALUATION CRITERIA	Annie's Catering Fort Pierce, FL	Amy's Cakes & Catering Fort Pierce, FL	DiMichellis' Catering Inc. Fort Pierce, FL	Sunrise City Cafe' Fort Pierce, FL	Tessa Adams Phatz Chick-Shack Fort Pierce, FL
Response of the written proposal to the purpose and scope of service 40 Points (10 points x 4 Evaluators)	25	36	17	18	24
Price of Service 120 Points (30 x 4 Evaluators)	114	87	46	91	73
Ability and history of successfully completing duties and services of this type, meeting deadlines and experience 140 Points (35x 4 Evaluators)	127	124	96	107	85
Location 100 Points (25 x 4 Evaluators)	80	80	100	100	100
TOTAL POINTS	346	305	259	316	287

LOCALITY RATINGS

- | | |
|---|---------------------|
| • Headquartered within the City of Fort Pierce | <u>Rating</u>
25 |
| • Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie County) | 20 |
| • Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie County) | 15 |
| • Office located in State of Florida | 10 |
| • Office located outside of Florida | 0 |

Proposing firms can only receive a score from one of the above categories

Evaluation Committee: John Wilkes, Executive Director; Anne Satterlee, Communications Marketing; Sharon Engle, Assistant to Executive Director; Thomas Taylor, Technical Director & Facilities Manager; Gelencia Carter, Purchasing Manager (Chairperson)

City Commission Regular Meeting

Agenda Item # 9. d.

Meeting Date: 01/04/2016

Re: Perona Travel Expenses

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses for Commissioner Perona in the amount of \$1272.02 to attend the Florida Public Pension Trustees Association Conference in Orlando, FL on January 31 - February 3, 2016.

SUMMARY:

Approval of travel expenses in the amount of \$1272.02 to attend the Florida Public Pension Trustees Association Conference in Orlando, FL on January 31 - February 3, 2016.

The FPPTA has been established for the purpose of providing education and information for the public pension system and protecting Defined Benefit Pension Plans.

The goal of the CPPT Program is to provide an educational setting which is conducive to the development of well-informed individuals, so that they will be able to actively and meaningfully participate in the management of their retirement boards. Attaining certification in this program will enhance the fiduciary role as a contributing member in your retirement system.

RECOMMENDATION:

Approve travel request.

ALTERNATIVES:

Deny travel request.

RESPONSIBLE STAFF:

City Clerk

COORDINATED WITH:

Christine Paz, Retirement

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

\$1272.02 is budgeted for this item.

Attachments

Form Review

Inbox

City Manager

Form Started By: Caleta Scott

Final Approval Date: 12/30/2015

Reviewed By

Nick Mimms

Date

12/30/2015 03:23 PM

Started On: 12/21/2015 10:45 AM

REGISTRATION INFORMATION
 FPPTA
 2946 wellington Cricle E Ste A
 Tallahassee, FL 33309

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
 Hilton Orlando Lake Buena
 1751 Hotel Plaza Blvd
 Lake Buena Vista, FL 32830
 (407) 827-4000

DATE: **12/14/2015**

1. TRAVELER'S NAME: Thomas Perona
 2. DEPARTURE DATE: January 31, 2016
 3. RETURN DATE: February 3, 2016
 4. DESTINATION: Lake Buena Vista, FL
 5. CODE CHARGE: 603 6300 513 40 20
 6. AMT BUDGETED: _____

DEPARTMENT: Retirement
 DEPARTURE TIME: 12:00 PM
 RETURN TIME: 5:00 PM
 PURPOSE: FPPTA Conference

7. BALANCE AVAILABLE: _____ **\$3,000.00**

Expenses must comply with City Code of Ordinances 1-158.
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.
 Class A Travel 24-hour day.

* REGISTRATION FEE:
 * HOTEL BILL: Confirmation # 3221420611
 BAGGAGE ALLOWANCE (\$5 PER PERSON)
 * COMMUNICATION:

 * FARES: AIR FARE
 * TAXI, BUS
 * CAR RENTAL
 * MILEAGE @ 0.575 232
 * GASOLINE EXPENSE
 * TOLL ROAD FEES OR PARKING FEES
 * MISC. EXPENSES

MEALS
 0 BREAKFAST @ \$8.00
 1 LUNCH @ \$8.00
 3 DINNER @ \$20.00
 SPECIAL LUNCHEON/BANQUET
 6.5% STATE TAX
 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
	450.00		
	555.00		
		5.00	
		133.40	
		46.00	
		0.00	
		8.00	
		60.00	
		4.42	
		10.20	

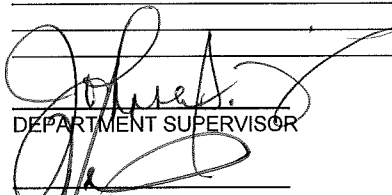
BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS

0.00	1,005.00	267.02	
------	----------	--------	--

ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____


 DEPARTMENT SUPERVISOR

 CITY MANAGER
 (220 WITH CITY MANAGER
 SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
 REV 1/15 DLN

Florida Public Pension Trustees Association

Trustees School Program Agenda

January 31—February 3, 2016

Hilton Lake Buena Vista

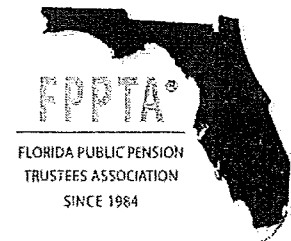
Orlando, FL

Saturday, January 30, 2016

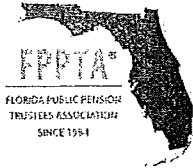
- 2:00 pm—Board of Directors

Sunday, January 31, 2016

- 3:00 pm—5:00 pm—School Registration
- 3:30 pm—4:15 pm—FPPTA New Member Orientation
- 5:00 pm—7:30 pm—Welcome Gathering



© by FPPTA



Monday, February 1, 2016

7:30 am—8:30 am Continental Breakfast → 7:30 am—3:30 pm School Registration

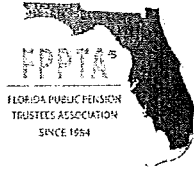
Monday February 1, 2016	Basic	Intermediate	Advanced
8:30 am—9:30 am Attendance scanning must be completed by 8:25 am	BECOMING A TRUSTEE Ann Thompson, CPPT <i>FPPTA Board of Directors</i> Fred Nesbitt <i>FPPTA Media Consultant</i> 1	EQUITY INVESTMENT PRACTICES Katie Byrne, CPPT <i>DePrince, Race & Zollo</i> Harry Radovich <i>DePrince, Race & Zollo</i>	UNDERSTANDING & IMPLEMENTING ACTUARIAL ASSUMPTIONS Chad Little 40 <i>Freiman Little Actuaries, LLC</i>
9:35 am—10:15 am	ETHICS FOR TRUSTEES Bonni Jensen <i>Klausner & Kaufman, PA</i> 2	Bill DeRoche <i>Highland Capital Management</i> 20	EVALUATING ALTERNATIVES & BENCHMARKING Leon Palandjian <i>Intercontinental Capital</i> 41
10:15 am—10:35 am	Morning Refreshment Break		
10:40 am—11:20 am	PENSION FUNDAMENTALS Moderator: Brad Rinsem <i>Salem Trust</i> Debra Emerson, CPPT <i>Fort Myers GE</i> Tyler Grumbles <i>The Bogdahn Group</i> Tracy Musser 3 <i>Thompson, Siegel & Walmsley, LLC</i>	BOND PORTFOLIO Pat Kelly <i>Agincourt Capital Management</i> 21	IMPACT OF GEOGRAPHIC MARKETS Steve Roth <i>Dahab Associates</i> 42
11:25 am—12:05 pm		BUSINESS CYCLES Randy Kirkland <i>Kennedy Capital Management</i> 22	DEALING WITH A LOW YIELD ENVIRONMENT 43 James Womack <i>Atlanta Capital Management</i>
12:05 pm—1:15 pm	Break for Lunch—Plated Lunch Provided Advisory Board Meeting		
1:20 pm—2:00 pm	OVERVIEW CHAPTER 112 Ron Cohen, CPPT <i>Rice Pugatch Robinson, PA</i> 4	ATTRIBUTES OF REBALANCING Aaron Lally <i>Meketa Investment Group</i> 23	IMPACT OF SB 172—PREMIUM TAX MONIES Bonni Jensen <i>Klausner & Kaufman, PA</i> 44
2:05 pm—2:45 pm	CAPITAL MARKETS EQUITY Charles Cook <i>The Boston Company</i> 5	ERISA IMPACT ON PUBLIC PLANS Tim Bowen <i>Buck Consultants</i> 24	TERMINATING SERVICE PROVIDERS 45 Ken Harrison, CPPT <i>Sugarman & Susskind</i> Tela Thompson, CPPT <i>FPPTA Education Committee</i> Grant McMurry, CPPT <i>Highland Capital Management</i>
2:45 pm—3:05 pm	Afternoon Refreshment Break		
3:10 pm—3:50 pm	CAPITAL MARKETS—FIXED INCOME Paul Lundmark, CPPT <i>Richmond Capital Management</i> 6	EVALUATING SERVICE PROVIDERS Chuck Jeroloman <i>Saxena White</i> 25	MODIFICATION OF PENSION PLANS LEGAL IMPACT Mark Floyd <i>Mierzwa & Floyd, P.A.</i> 46
3:55 pm—4:25 pm	BASIC REVIEW Jack Farland, CPPT Ann Thompson, CPPT Steve Aspinall, CPPT	INTERMEDIATE REVIEW Lynn Bernstein, CPPT Warren West, CPPT Katie Byrne, CPPT	ADVANCED REVIEW Grant McMurry, CPPT Rich Grover, CPPT Tela Thompson, CPPT
3:50 pm—12:00 am	Hospitality Room & Study Hall		

Tuesday, February 2, 2016



7:30 am—8:30 am Continental Breakfast ➔ 7:30 am—3:30 pm School Registration

Tuesday February 2, 2016	Basic	Intermediate	Advanced
8:30 am—9:10 am Attendance scanning must be completed by 8:25 am	HISTORY OF RETURNS Brendon Vavrica, CPPT <i>Thistle Asset Consulting</i> 7	ALTERNATIVE INVESTMENTS Valerie Sill 26 <i>DuPont Capital Management</i>	ASSET ALLOCATION Larry Cole <i>Burgess Chambers & Associates</i> 47
9:15 am—9:55 am	ASSET ALLOCATION & BENCHMARKS Scott Owens <i>Graystone Consulting</i> 8	INTERNATIONAL INVESTMENT OPTIONS Ryan Donohue <i>JP Morgan Asset Management</i> 27	EMERGING MARKETS Greg Holden <i>Manning Napier</i> 48
10:00 am—10:40 am	FIDUCIARY ROLES OF PENSION PROFESSIONALS Brent Chudachek, CPPT <i>Rice Pugatch Robinson, PA</i> 9	BUILDING A REAL ESTATE PORTFOLIO Pamela McKoin <i>Cornerstone Real Estate Advisers</i> 28	ADVANCED ISSUES IN REAL ESTATE Jay Butterfield <i>American Realty Advisors</i> 49
10:40 am—11:00 am	Morning Refreshment Break		
11:05 am—11:45 am	ALTERNATIVE INVESTMENTS John Griffith, Jr., CPPT <i>CapTrust Advisors, LLC</i> 10	DISABILITY PROCESS Pedro Herrera <i>Sugarman & Susskind</i> 29	GLOBAL EQUITY MARKETS Kurt Wood <i>DePrince, Race & Zollo</i> 50
11:50 am—12:30 pm	ACTUARIAL MODEL Chad Little <i>Freiman Little Actuaries, LLC</i> 11	COMPLIANCE WITH CHAPTER 112-175-185 Adam Levinson <i>Klausner & Kaufman, PA</i> 30	CASH FLOW REQUIREMENTS Jose Fernandez <i>Cavanaugh Macdonald Consulting</i> 51
12:30 pm—1:45 pm	Break for Lunch—Plated Lunch Provided Education Committee Meeting		
1:50 pm—2:30 pm	HIRING SERVICE PROVIDERS David Puscher, CPPT <i>FPPTA Education Committee</i> 12	EDUCATING THOSE WHO MATTER Susan Marden <i>FPPTA Public Relations Consultant</i> Fred Nesbitt <i>FPPTA Media Consultant</i>	WAYS TO AMORITIZE UNFUNDED LIABILITY David Harris <i>Nyhart Consulting</i> 52
2:35 pm—3:15 pm	RESPONSIBILITIES OF A PUBLIC PENSION TRUSTEE Steve Corbet, CPPT <i>FPPTA Education Committee</i> 13	31	ETHICS CASE STUDY Ken Harrison, CPPT <i>Sugarman & Susskind</i> 53
3:15 pm—3:35 pm	Afternoon Refreshment Break		
3:40 pm—4:20 pm	BASIC REVIEW Jack Farland, CPPT Ann Thompson, CPPT Steve Aspinall, CPPT	INTERMEDIATE REVIEW Lynn Bernstein, CPPT Warren West, CPPT Katie Byrne, CPPT	ADVANCED REVIEW Grant McMurry, CPPT Rich Grover, CPPT Tela Thompson, CPPT
4:25 pm—12:00 am	Hospitality Room & Study Hall		



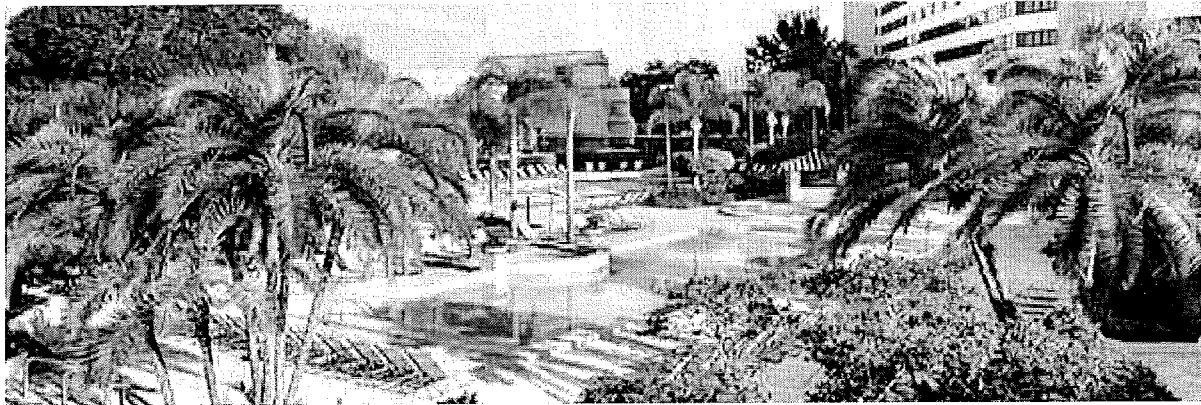
Wednesday, February 3, 2016

7:00 am—9:00 am Continental Breakfast

Wednesday February 3, 2016	General Session	CPPT Testing Basic—Intermediate—Advanced
9:00 am—10:15 am Attendance scanning must be completed by 8:55 am	HOW TO THINK LIKE LEANDRO DAVINCI David Keeling <i>Educationalist</i> 70	Exams Begin at 8:00 am
<p>Program Reminders</p> <p>FPPTA Broadcast: There will be an FPPTA Legislative Update session for all CEU tracks starting at 3:40 PM on Tuesday, February 2, 2016. This will be video taped and posted to the Public Pension Institute's website, www.publicpensioninstitute.org.</p> <p>CEU Sessions: The CEU Program will consist of five (5) concurrent sessions. Two sessions will be set up classroom style, each will accommodate 100 participants. Two sessions will be smaller breakout sessions conducive for more interactive discussion.... limited to 40 participants. The fifth concurrent CEU session will be the Individual Retirement Program featuring Dee Lee.</p> <p>FPPTA Individual Retirement Program: For 2016, the FPPTA Education Committee has planned to offer this "special education program" at both the February and September Trustees School. This successful program featuring Dee Lee is available ONLY to CPPT recipients and their significant others. Maximum capacity is 50 participants. Pre-Registration is required. There will be <u>no</u> on-site registrations accepted.</p> <p>FPPTA Actuarial Certificate Program: The Actuary Track Certificate Program was introduced as part of the CEU Program in October. The Education Committee has been working on designing a number of concentrated programs to provide the ability for trustees to dig deeper into the many industry topics that need to be better understood. Our first 40 trustee participants completed this program and because of their feedback and capacity limits, we are pleased to announce that this same program will be offered at this school. Pre-Registration is required.</p> <p>FPPTA Attendance Policy: We ask all attendees to scan in first thing each morning (no later than 8:25 am) and scan out after the last session. Daily scanning was implemented several years ago due to the popularity of our CPPT Program (along with new technology being developed) so trustee certification may be tracked more efficiently. Thank you for your support and cooperation.</p> <p>FPPTA Study Hall: The Study Hall and Hospitality Room will be open after the last session Monday and Tuesday and remain open until 12:00 am.</p> <p>CEU Credits: You will earn ten (10) CEUs for attending these sessions <u>providing you scan in and out daily.</u> Please review the agenda carefully so that you may attend the session of your choosing.</p> <p>Hotel Reminder: Please understand that the FPPTA does not control room temperature. It would be appreciated that all attendees come prepared for a cooler room than anticipated by bringing an extra jacket or sweater.</p> <p>Special Note: It is the FPPTA's objective to provide the best education possible to its membership. Providing education has many variables, so if you have any suggestions to improve our education programs, please feel free to contact Peter Hapgood, the FPPTA's Education Consultant, at peterhapgood@fppta.org or by calling 508-612-2817.</p>		<p>Upcoming Events</p> <p>16th Annual Wall Street Program Marriott East Side New York, NY March 29—April 2, 2016</p> <p>12th Annual Fishing Tournament Tarpon Lodge Pine Island May 13—15, 2016</p> <p>32nd Annual Conference Hyatt Regency Orlando Orlando June 26—29, 2016</p> <p>Trustees School Hyatt Coconut Point Bonita Springs September 25—28, 2016</p> <p>www.fppta.org</p>



Hilton Orlando Lake Buena Vista
1751 Hotel Plaza Boulevard, Lake Buena Vista, FL 32830
Tel: +1-407-827-4000



[HOTEL DETAILS](#) | [DINING](#) | [AMENITIES & SERVICES](#) | [MAP & DIRECTIONS](#)

YOUR STAY DATES:
Jan 31, 2016 – Feb 03, 2016

CONFIRMATION:
3221420611 [Modify >](#)

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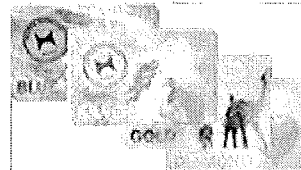
ESTANDBY UPGRADE >



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Welcome,
Thomas Perona

[JOIN NOW >](#)



ROOM INFORMATION:

2 QUEEN BEDS GUEST ROOM,
Non-Smoking Confirmed

Rooms: 1

Guests: 2 Adults

RATE INFORMATION:

FL PUBLIC PENSION

Rate per night: 185.00 USD

Total for Stay per Room

Rate: 555.00 USD

Check In: 4:00 PM
Check Out: 11:00 AM

Taxes: 69.38 USD
Total: 624.38 USD
Total for Stay: 624.38 USD

UPON ARRIVAL

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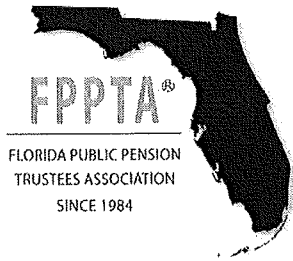
SUBSCRIBE >

COMMENTS AND REQUESTS:

RESERVATIONS ARE NOT SUBJECT TO RESORT CHARGE*.,

ADDITIONAL INFORMATION:

- Tax:**
- 12.50% per room per night
 - Valet parking: 21.00/night
 - Self parking: 15.00/night



FPPTA Online Payment Confirmation

Payment ID: 13296 Status: Paid

Invoice(s) Paid: 19700,

Amount Paid: \$450.00 Date Paid: 12/15/2015 4:36:30 PM

Paid By: Dana Neville ((772) 460-2200) dneville@city-ftpierce.com

Transaction ID: 1290812838 Authorization Code: 089435

Card Number: ****9145(Visa) Expiration: 6/2018

Name on Card: Dana Neville

Comment: TS Act Reg: Fort Pierce GE Pension Fund (Thomas Perona),

Thank you for your payment online.

If you have any questions, please contact our friendly staff at

FPPTA
2946 Wellington Circle East, Suite A
Tallahassee, FL 32309
Phone: 800-842-4064
Fax: 850-668-8514

City Commission Regular Meeting

Agenda Item # 10. a.

Meeting Date: 01/04/2016

Re: Comprehensive Plan Text Amendment - Future Land Use Element

Submitted For: Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

SUBJECT:

Ordinance No. 15-049 - Comprehensive Plan Text Amendment to eliminate the 40% total floor area minimum requirement for residential uses, reduce the required number of uses from three (3) to two (2) and modify the open and green space requirements. SECOND READING

SUMMARY:

Comprehensive Plan Text Amendment to eliminate the 40% total floor area minimum requirement for residential uses, reduce the required number of uses from three (3) to two (2) and modify the open and green space requirements.

RECOMMENDATION:

Staff recommends that the City Commission postpone the item until the January 4th meeting. The Treasure Coast Regional Planning Council must review the item prior to the final City Commission hearing and they have scheduled it for their regular meeting in December. The applicants are aware and accept that the application will be reviewed at this time.

ALTERNATIVES:

Approve with conditions; Deny

RESPONSIBLE STAFF:

Clarissa Davis, Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Attachments

Staff Report

Applications

Project Narrative

15-049

State Comments

TCRPC Comments

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	08/07/2015 08:55 AM
City Manager	rbradshaw	08/12/2015 09:02 AM
City Manager	rbradshaw	08/31/2015 02:28 PM
City Manager	Clarissa Davis	12/02/2015 11:43 AM
City Manager	Rebecca Grohall	12/02/2015 12:06 PM
City Manager	Clarissa Davis	12/02/2015 02:38 PM
City Manager	Nick Mimms	12/02/2015 04:43 PM
City Manager	Nick Mimms	12/02/2015 04:45 PM
Form Started By: Clarissa Davis		Started On: 08/06/2015 03:53 PM
Final Approval Date: 12/09/2015		



CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Manager

FROM: Clarissa Davis, Planner

RE: **Comprehensive Plan –Text Amendment to the Future Land Use Element**

DATE: August 5th, 2015

STAFF REPORT

This is a transmittal hearing initiated by the applicant, Walton Acquisitions FL, LLC, to propose changes within the City of Fort Pierce Comprehensive Plan regarding the Future Land Use Element (FLU) MXD, Mixed-Use Development designation. The requested amendment seeks to:

- 1) eliminate the 40% total floor area minimum requirement for residential uses
- 2) reduce the required number of uses from three (3) to two (2)
- 3) modify the open and green space requirements

On March 2nd, 2015, the Planned Development zoning district was enacted. This revised the prior Planned Unit Development (PUD) zoning district to give applicants flexibility where other zoning districts may not. Code section 22-40(a)1 states that an applicant is able to have “one or a combination of residential, commercial, public and industrial land uses not otherwise allowed under general zoning districts.” The modification of the MXD, Mixed-Use Development land use in regards to the number of uses will allow this designation to coincide with not only the Planned Development zoning district, but other zoning districts that allow vertical mixed-use projects. To better align the MXD Future Land Use designation with the newly revised PD Zoning, the applicant is requesting three amendments. These three amendments affect Table 1.1 The Summary Table (page 1-3) and the land use category descriptions that follow Policy 1.1.4.

The intention of the MXD, Mixed-Use Development designation is “to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses”. Currently within this designation, it is required to choose a minimum of three (3) of the following land uses: Residential (single-family and/or multifamily), Commercial (General and/or Neighborhood), Commercial (Town Center), Hotel, Office Uses (Professional and/or medical), Industrial and Institutional. The applicant is proposing to reduce the minimum from three (3) land uses to two (2) land uses.

Additionally, the Applicant is requesting to eliminate the requirement that residential uses shall comprise a minimum of 40% of the total floor area. Staff concurs with both requests as to provide the MXD the flexibility that the PD Zoning Designation allows.

Currently within the Comprehensive Plan, development and redevelopment projects have a requirement of providing a minimum of 25% to improve groundwater recharge. To reflect requirements set forth within the PD, Planned Development and the Downtown Business and Entertainment Overlay District, the open space requirement for development and redevelopment projects is proposed to be amended, and require a minimum of 20%. Staff supports this change and recommends approval to better align with the zoning regulations.

None of these three proposed amendments affect the FAR or the maximum density, both remain at 1.5 FAR and 15 dwelling units per acre.

Staff concurs that these three amendments are consistent with the goals of the Comprehensive Plan and will not adversely affect the City. The amendments outlined are consistent with statutory requirements for Comprehensive Plans for consistency, compatibility and conformity and *shall provide a balance of uses that foster vibrant, viable communities and economic development opportunities and address outdated development patterns, such as antiquated subdivisions.* (F.S. Sec. 163-3177 (6)(a)4). Once ordinance number 15-049 is adopted by the City Commission, this amendment will be transmitted to the Department of Economic Opportunity for review. If comments are rendered or if the state agency determines that the amendment is compliant, notice will be sent to staff within 45 days.

Technical Review Committee (TRC Comments):

Written comments were received only from the Engineering Department who recommend the revisions for approval.

Planning Board

At their July 14th meeting, the Planning Board voted to approve the Comprehensive Plan Text Amendment unanimously.

Staff Recommendation

Staff recommends that the City Commission table the item until the January 4th, 2016 meeting. The Treasure Coast Regional Planning Council must review the item prior to the final City Commission hearing and they have scheduled it for their regular meeting in December.



CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

Text Amendment

Property address or Location NW quadrant of I-95 and Midway Road

Parcel ID #(s) 2334-340-0000-000-7 / 2334-410-0000-000-1

Project description Proposed mixed-use development

Walton Acquisitions FL, LLC

Property Owner(s)

8390 Championsgate Blvd., Suite 315

Street Address

Championsgate FL 33896

City State Zip

727.744.7283

Phone Number

mjacobson@walton.com

Email Address

Mark E. Jacobson, Sr. Planning & Development Mgr, WDM

Applicant/Representative, Title, Company

8390 Championsgate Blvd., Suite 315

Street Address

Championsgate FL 33896

City State Zip

727.744.7283

Phone Number

mjacobson@walton.com

Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Please see attached signature page

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

_____ who is personally known to me or has produced

_____ as identification.

Signature of Notary

(seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 46j²tjfe

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

TEXT AMENDMENT

Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Narrative describing the reason for the proposed amendment
- Draft Ordinance specifying changes

Application Type:

- Text Amendment to the Land Development Regulations (Zoning Code)
- Text Amendment to the Comprehensive Plan

Sec. 22-131. - Basic amendment standards.

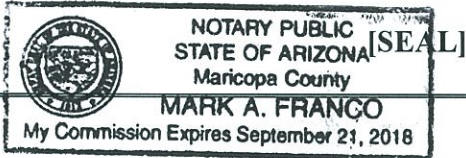
Before an amendment is approved, findings will be made that the following standards are satisfied:

- (1) The amendment is consistent with the comprehensive plan;
 - (2) The amendment will not have an adverse affect on the ability of the city to:
 - a. Satisfy land and water use needs; and
 - b. Meet transportation demands and provide community facilities and services; and
 - (3) The amendment will promote and protect the public health, safety and general welfare.
-

Application Outlook



Property Owner Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

WALTON ACQUISITIONS FL, LLC a Florida limited liability company	STATE OF ARIZONA COUNTY OF MARICOPA
By: Walton International Group, Inc. , a Nevada Corporation, Its Manager	The foregoing instrument was acknowledged before me this <u>21st</u> day of May, 2015, by <u>Carey Herbert</u> and <u>Gordon A. Price</u> , who are personally known to me.
By: <u>Carey Herbert</u> Name: <u>Carey Herbert</u> Its: <u>Authorized Signatory</u>	<u>[Signature]</u> Signature of Notary
By: <u>Gordon A. Price</u> Name: <u>GORDON A. PRICE</u> Its: <u>AUTHORIZED SIGNATORY</u>	 NOTARY PUBLIC [SEAL] STATE OF ARIZONA Maricopa County MARK A. FRANCO My Commission Expires September 21, 2018



June 8, 2015

Rebecca Grohall, AICP
Planning Manager, City of Fort Pierce
City Hall
100 N US 1
Fort Pierce, FL 34950

Re: Village at Midway – Comprehensive Plan Text Amendment
Our Reference Number: 15-130 (fka 14-290)
Parcel ID Number: 233434000000007 / 2334-410-0000-000-1

Dear Ms. Grohall,

On behalf of *Walton Acquisitions FL, LLC* (“Walton”), *Lucido & Associates* presents to you on the attached Application for a Text Amendment (Amendment) to the Future Land Use Element of the current City of Fort Pierce Comprehensive Plan (Comp Plan). The Amendment, in short, proposes to:

- 1.) Remove the requirement that developments within MXD-designated lands provide residential uses comprising a minimum of 40% of the total floor area of the MXD future land use designation (**SEE INSERT #1, Below**), and;
- 2.) Reduce from three (3) to two (2) the requirement for a minimum number of uses within developments occurring in MXD-designated lands (**SEE INSERT #2, below**), and;
- 3.) Decreased general open and green space requirements from 25% to 20% for development and redevelopment within Planned Development Zoning District and Downtown Business and Entertainment Overlay District (**SEE INSERT #3, below**).

INSERT #1: N/A

INSERT #2: two (2)

INSERT #3: provided however, that development and redevelopment in the Planned Development (PD) Zoning District or the Downtown Business and Entertainment Overlay District shall only be required to provide a minimum of 20% pervious open and green space, in accordance with requirements more specifically set forth in the Code of Ordinances.

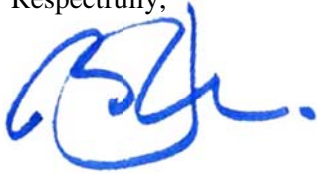
The pages from the Comprehensive Plan containing the affected language can be found on the attached documentation.

The intent of the proposed amendments is to promote more flexible, innovative and efficient site design than would be currently allowed under the current language of the Comprehensive Plan. Furthermore, we believe that the proposed amendments are in keeping with the spirit and intent of the recent amendments

to the City's land development code set forth in the new Sec. 22-40 - Planned Development Zone (PD). According to Sec. 22-40 (a), the new PD zoning provisions are intended to "promote flexibility of design and permit planned diversification and integration of uses and structures".

Again, it is our pleasure to submit to you the proposed text amendments to the City of Fort Pierce Comprehensive plan and we look forward to working with you further on this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "BN", with a stylized flourish at the end.

Brian Nolan, ASLA, APA
Senior Project Manager

C/c: file

Mark Jacobson, P.E. – Walton Acquisitions FL, LLC
Chris Forbes – Walton Acquisitions FL, LLC
Howard Ehram, P.E. – Bowman Consulting
Lee Dobbins, Esq. – Dean Mead



June 8, 2015

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Re: Village at Midway – Comprehensive Plan Text Amendment
Our Reference Number: 15-130 (fka 14-290)
Parcel ID Number: 233434000000007 / 2334-410-0000-000-1

Dear Ms. Grohall,

On behalf of *Walton Acquisitions FL, LLC* (“Walton”), *Lucido & Associates* presents to you on the attached Application for a Text Amendment (Amendment) to the Future Land Use Element of the current City of Fort Pierce Comprehensive Plan (Comp Plan). Please find attached herewith, five (5) copies of the application material, which includes the following:

- Cover Letter;
- Executed Text Amendment Application and Application fee check in the amount of \$3,960.00;
- Excerpts of affect Comprehensive Plan text with mark-ups.

Additionally, please find attached two (2) CD-ROM disks with the above in .pdf format.

Again, it is our pleasure to submit to you the proposed text amendments to the City of Fort Pierce Comprehensive plan and we look forward to working with you further on this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brian Nolan", is written over a faint, larger version of the signature.

Brian Nolan, ASLA, APA
Senior Project Manager

C/c: file

Mark Jacobson, P.E. – Walton Acquisitions FL, LLC
Chris Forbes – Walton Acquisitions FL, LLC
Howard Ehram, P.E. – Bowman Consulting
Lee Dobbins, Esq. – Dean Mead

Land Use Category	Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*	Non-Residential Floor Area Ratio (FAR)*	Land Use Breakdown
Central Business District (CBD)	30 du/ac*	3.0	Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.
Marine Commercial (MC)	15 du/ac	1.0	Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.
Urban Neighborhood (UN)	15 du/ac	1.2	Residential uses may comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.
MIXED USE			
Hutchinson Island Mixed Use (HIMU)	8 du/ac	1.0	Non-residential uses may comprise no more than 20% of the total floor area of the Hutchinson Island Mixed Use future land use designation. <i>SEE MISER #1</i>
Mixed Use Development (MXD)	15 du/acre	1.5	Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.

Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.

Marine Commercial (MC): The Marine Commercial designation is intended to promote commercial and industrial uses with a focus on marine related establishments along the waterfront. Uses allowed within this designation include marine-related light industrial activities and tourist activities, marinas, boat stores/boat repair, restaurants, retail shops, hotels, and offices. Multifamily residences also allowed in this designation. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.

Mixed Use Development (MXD): The MXD designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.5. All MXD designated areas shall contain a minimum of ~~three (3)~~ of the following general land uses:

- SEE INSERT # 2*
- Residential (single-family and/or multifamily)
 - Commercial – General and/or Neighborhood
 - Commercial – Town Center
 - Hotel (minimum 100 units)
 - Office Uses – Professional and/or medical
 - Industrial
 - Institutional

SEE INSERT # 1
~~Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.~~

Offices – Professional and Business Services (OP): The OP designation provides for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20% of the total floor area of the OP future land use designation.

Urban Neighborhood (UN): The Urban Neighborhood designation is characterized by established pedestrian-oriented neighborhoods that allow for low-intensity boutique-scale commercial uses that support the nearby residential uses within the neighborhood; low-intensity workshops for fabrication may be appropriate as an accessory use. Design and performance standards will be based upon adopted individual neighborhood plans. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.2. Residential uses shall comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.

existing water supply and replacement of facilities using the Capital Improvements Program and the Capital Improvements Element.

3.16.2 Policy:

The City shall implement the 10-Year Water Supply Plan addressing water supply facilities necessary to serve existing and future development within the City consistent with the water service districts' consumptive use permit.

NATURAL GROUNDWATER AQUIFER RECHARGE

Goal 3.5

Protect the function of natural ground water/aquifer recharge areas and natural drainage features.

3.16 *Objective:*

Manage the natural ground water aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes.

3.16.1 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 25% of pervious open and green space; and ← SEE INSERT # 3
- Amending the Land Development Regulations 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 Regulations 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.

3.16.2 Policy:

The City will promote the use of reclaimed water through citywide 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.

3.16.3 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.



June 8, 2015

Rebecca Grohall, AICP
Planning Manager, City of Fort Pierce
City Hall
100 N US 1
Fort Pierce, FL 34950

Re: Village at Midway – Comprehensive Plan Text Amendment
Our Reference Number: 15-130 (fka 14-290)
Parcel ID Number: 233434000000007 / 2334-410-0000-000-1

Dear Ms. Grohall,

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- 1.) Remove the requirement that developments within MXD-designated lands provide residential uses comprising a minimum of 40% of the total floor area of the MXD future land use designation (**SEE INSERT #1, Below**), and;
- 2.) Reduce from three (3) to two (2) the requirement for a minimum number of uses within developments occurring in MXD-designated lands (**SEE INSERT #2, below**), and;
- 3.) Decreased general open and green space requirements from 25% to 20% for development and redevelopment within Planned Development Zoning District and Downtown Business and Entertainment Overlay District (**SEE INSERT #3, below**).

INSERT #1: N/A

INSERT #2: two (2)

INSERT #3: provided however, that development and redevelopment in the Planned Development (PD) Zoning District or the Downtown Business and Entertainment Overlay District shall only be required to provide a minimum of 20% pervious open and green space, in accordance with requirements more specifically set forth in the Code of Ordinances.

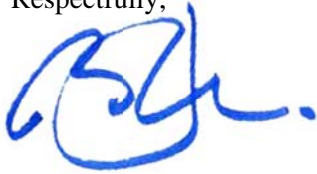
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The intent of the proposed amendments is to promote more flexible, innovative and efficient site design than would be currently allowed under the current language of the Comprehensive Plan. Furthermore, we believe that the proposed amendments are in keeping with the spirit and intent of the recent amendments

to the City's land development code set forth in the new Sec. 22-40 - Planned Development Zone (PD). According to Sec. 22-40 (a), the new PD zoning provisions are intended to "promote flexibility of design and permit planned diversification and integration of uses and structures".

Again, it is our pleasure to submit to you the proposed text amendments to the City of Fort Pierce Comprehensive plan and we look forward to working with you further on this matter.

Respectfully,

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Brian Nolan, ASLA, APA
Senior Project Manager

C/c: file

Mark Jacobson, P.E. – Walton Acquisitions FL, LLC
Chris Forbes – Walton Acquisitions FL, LLC
Howard Ehram, P.E. – Bowman Consulting
Lee Dobbins, Esq. – Dean Mead

ORDINANCE NO. 15-049

AN ORDINANCE AMENDING THE TEXT OF THE COMPREHENSIVE PLAN OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING FUTURE LAND USE ELEMENT, GOALS, OBJECTIVES AND POLICIES, GOAL 1, OBJECTIVE 1.1(B)(MIXED USE DEVELOPMENT)(MXD); ELIMINATING MINIMUM RESIDENTIAL FLOOR AREA FOR MIXED USE DEVELOPMENT FUTURE LAND DESIGNATION; REDUCING MINIMUM GENERAL USES REQUIRED; AMENDING INFRASTRUCTURE ELEMENT GOALS, OBJECTIVE AND POLICIES, GOAL 3.1, OBJECTIVE 3.16, POLICY 3.16.1; REDUCING REQUIRED AMOUNT PERVIOUS OPEN AND GREEN SPACE; REPEALING ORDINANCES IN PARTS THEREOF IN CONFLICT; 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. L-136, as subsequently amended; and

WHEREAS, the Fort Pierce City 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, Staff finds that the amendment is consistent with other parts of the Comprehensive Plan.

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 Future Land Use Element, Goals, Objectives and Policies are hereby amended as shown in Exhibit "A":

1.1.4 Policy: The MXD designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum

FAR of 1.5. All MXD designated areas shall contain a minimum of ~~three (3)~~ two (2) of the following general land uses: Residential (single-family and/or multifamily), Commercial – General and/or Neighborhood, Commercial – Town Center, Hotel (minimum 100 units), Office Uses – Professional and/or medical, Industrial, Institutional. ~~Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.~~

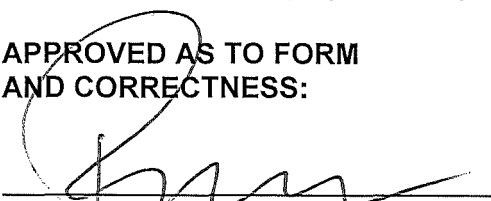
SECTION 3. The Infrastructure Element Goals, Objectives, and Policies are hereby amended as shown in Exhibit “B”:

3.16.1 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 ~~25%~~ 20% of pervious open and green space.

SECTION 4. Conflicts. All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

SECTION 5. Effective Date. This Ordinance is and the same shall become effective immediately upon final passage hereof, or as otherwise provide for by law.

**APPROVED AS TO FORM
AND CORRECTNESS:**



Robert V. Schwerer, Esq.
City Attorney

Linda Hudson,
Mayor Commissioner

Linda W. Cox,
City Clerk



Marva Johnson, *Chair*
John R. Padget, *Vice Chair*
Members
Gary Chartrand
Rebecca Fishman Lipsey
Michael Olenick
Andy Tuck

October 29, 2015

Ms. Rebecca Grohall, AICP, Planning Manager
City of Fort Pierce Planning Department
100 North U.S. Highway 1
Fort Pierce, Florida 34954
Via E-mail: rgrohall@city-ftpierce.com

Re: Fort Pierce 15-2ESR:

Dear Ms. Grohall:

Thank you for the opportunity to review the City of Fort Pierce's 15-2ESR amendment package, which the Florida Department of Education received October 8, 2015. According to the department's responsibilities under section 163.3184(3)(b), Florida Statutes, I reviewed the amendment package considering the provisions of chapter 163, part II, F.S., and to determine whether the proposal, if adopted, would have the potential to create adverse effects on public school facilities.

The proposal would revise the city's Mixed-Use Development designation to eliminate the minimum floor area ration standard for residential uses, reduce the number of required uses, and modify the open space and green space requirements. The amendment would not have the effect of increasing residential density. Because the amendment does not appear to have the potential to create adverse effects on public school facilities, I offer no comment.

Again, thank you for the opportunity to review and comment. If you have questions about this letter, or if I may be of assistance, please contact me at 850-245-9312 or Tracy.Suber@fldoe.org.

Sincerely,

Tracy D. Suber
Growth Management and Facilities Policy Liaison

TDS/

cc: Mr. Marty Sanders, School Board of St. Lucie County
Mr. James Stansbury, DEO/State Land Planning Agency

Thomas H. Inserra
Director, Office of Educational Facilities



Fw: City of Fort Pierce, DEO #15-2ESR Comments on Proposed Comprehensive Plan Amendment Package <Watchdog: Virus checked>

Rebecca Grohall to: Clarissa Davis

10/27/2015 09:12 AM

----- Forwarded by Rebecca Grohall/cfp on 10/27/2015 09:12 AM -----

From: "Oblaczynski, Deborah" <doblaczy@sfwmd.gov>
To: "Rebecca Grohall AICP (RGrohall@city-ftpierce.com)" <RGrohall@city-ftpierce.com>
Date: 10/27/2015 09:08 AM
Subject: FW: City of Fort Pierce, DEO #15-2ESR Comments on Proposed Comprehensive Plan Amendment Package <Watchdog: Virus checked>

Hello Ms. Grohall,
I apologize, I sent the response to the wrong email address. I have updated my contacts accordingly. Please find the District's response the City's amendment #15-2ESR. Please let me know if you have any questions.
Thank you,
Deb Oblaczynski

From: Oblaczynski, Deborah
Sent: Tuesday, October 27, 2015 8:51 AM
To: Rebecca.Grohall@Osceola.org
Cc: Michael J Busha (mbusha@tcrpc.org); 'CDavis@city-ftpierce.com'; Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); James Stansbury (James.stansbury@deo.myflorida.com)
Subject: City of Fort Pierce, DEO #15-2ESR Comments on Proposed Comprehensive Plan Amendment Package

Dear Ms. Grohall:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from the City of Fort Pierce (City). The proposed amendment includes three text amendments to the Future Land Use designation Mixed Use Development. There appear to be no regionally significant water resource issues; therefore, the District has no comments on the proposed amendment package.

The District offers its technical assistance to the City and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the City's future water supply needs and to protect the region's water resources. Please forward a copy of the adopted amendments to the District. Please contact me if you need assistance or additional information.

Sincerely,

Deb Oblaczynski
Policy & Planning Analyst
Water Supply Implementation Unit
South Florida Water Management District
3301 Gun Club Road

West Palm Beach, FL 33406
(561) 682-2544 or doblaczy@sfwmd.gov

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking on this [link](#).



Fort Pierce 15-2 ESR – Proposed <Watchdog: Virus checked>

Stahl, Chris

to:

'cdavis@city-ftpierce.com'

10/20/2015 09:51 AM

Cc:

"Craig, Kae", DEO Agency Comments

Hide Details

From: "Stahl, Chris" <Chris.Stahl@dep.state.fl.us>

To: "'cdavis@city-ftpierce.com'" <cdavis@city-ftpierce.com>

Cc: "Craig, Kae" <Kae.Craig@dep.state.fl.us>, DEO Agency Comments
<DCPexternalagencycomments@deo.myflorida.com>

Security:

Some images were prevented from loading. Show Images

To: Clarissa Davis, Planner

Re: Fort Pierce 15-2ESR – Expedited Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Feel free to contact me at Chris.Stahl@dep.state.fl.us or (850) 245-2169 for assistance or additional information. Please send all amendments, both proposed and adopted, to Plan.review@dep.state.fl.us

Florida Department of Environmental Protection
Office of Intergovernmental Programs, Plan Review
3900 Commonwealth Blvd., MS 47
Tallahassee, FL 32399-3000

[DEP Internet Feedback Survey](#)

[Dep Customer Survey](#)



Fort Pierce 15-2ESR - FDOT District Four Review <Watchdog: Virus checked>

Hymowitz, Larry

to:

DCPexternalagencycomments, Rebecca Grohall

10/27/2015 03:04 PM

Cc:

"Bush, Lois", "Pennington, Dan" , Clarissa Davis

Hide Details

From: "Hymowitz, Larry" <Larry.Hymowitz@dot.state.fl.us>

To: DCPexternalagencycomments <DCPexternalagencycomments@deo.myflorida.com>, Rebecca Grohall <RGrohall@City-FtPierce.Com>

Cc: "Bush, Lois" <Lois.Bush@dot.state.fl.us>, "Pennington, Dan"

<Dan.Pennington@deo.myflorida.com>, Clarissa Davis <CDavis@City-FtPierce.Com>

I am writing to advise you that the Department will not be issuing formal comments for the proposed City of Fort Pierce comprehensive plan amendment with DEO reference number 15-2ESR.

We request that the City give additional consideration to the adequacy of the proposed 20 % minimum pervious area requirement vs the existing 25 % minimum requirement for applicability to both the MXD future land use designation and the PD/PUD zoning designations. Reduced pervious area could result in additional storm water runoff with potentially less surface area to store and treat the runoff before discharge to other drainage systems. The rate of runoff and discharge could also be affected, potentially causing flooding and impacting off site drainage and roadway facilities.

The Department requests one copy, which may be on CD ROM in Portable Document Format (PDF), of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents.

Thank you.

Larry Hymowitz
Planning Specialist – Policy Planning & Growth Management
Planning & Environmental Management - FDOT District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4663; Fax: (954) 677-7892
larry.hymowitz@dot.state.fl.us

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

October 28, 2015

Ms. Clarissa Davis, Planner
City of Fort Pierce
100 N US Highway 1
Post Office Box 1480
Fort Pierce, Florida 34954

Dear Ms. Davis:

Thank you for submitting copies of the Small Scale Development Plan Amendment for FORT PIERCE adopted by Ordinance No(s). 15-050 on October 5, 2015 for our records. The reference number for this amendment package is 15S01.

The Department of Economic Opportunity **will not** conduct a compliance review or issue a Notice of Intent regarding the adopted small scale development plan amendment in accordance with procedures contained in Section 163.3187(1), Florida Statutes.

If you have any questions, please feel free to contact Donna Harris of my staff by phone at 850.717.8491 or by e-mail at donna.harris@deo.myflorida.com.

Sincerely,

D. Ray Eubanks, Administrator
Plan and DRI Processing Unit

DRE/dh

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM __

From: Staff

Date: December 11, 2015 Council Meeting

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the City of Fort Pierce Comprehensive Plan
Amendment No. 15-2ESR

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, requires that the regional planning council review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the City of Fort Pierce includes text changes to the Future Land Use and Infrastructure elements of the comprehensive plan. This report includes a summary of the proposed amendment and Council comments.

Summary of Proposed Amendment

The proposed amendment modifies the description of the Mixed Use Development (MXD) future land use designation listed in Table 1-1, Future Land Use Density/Intensity Summary Table, and described in Policy 1.1.4 in the Future Land Use Element. The change deletes the requirement that residential uses shall comprise a minimum of 40 percent of the total floor area of the MXD designation. Also, the proposed amendment modifies a requirement that allows MXD designated areas to contain a minimum of two, rather than three, of the following general land uses: Residential; Commercial – General and/or Neighborhood; Commercial – Town Center; Hotel; Office Uses – Professional and/or Medical; Industrial; and Institutional. The purpose of the proposed changes is to provide greater flexibility consistent with the Planned Unit Development zoning district and other zoning districts that allow vertical mixed-use projects.

Additionally, the proposed amendment modifies Policy 3.16.1 in the Infrastructure Element to allow all new projects to provide a minimum of 20 percent, rather than 25 percent, of pervious open and green space. This change is proposed in order to better align with zoning regulations. None of the proposed changes affect the floor-to-area ratio (FAR) or the maximum density, which remain at 1.5 FAR and 15 dwelling units per acre.

Regional Impacts

No adverse effects on regional resources or facilities have been identified.

Extrajurisdictional Impacts

Council requested comments from local governments and organizations expressing an interest in reviewing the proposed amendment on October 8, 2015. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified.

Recommendation

Council should approve this report and authorize its transmittal to the City of Fort Pierce and the Florida Department of Economic Opportunity.

Attachments

List of Exhibits

Exhibit

- 1 General Location Map
- 2 Text Changes in Underline and Strikethrough Format

Exhibit 1 General Location Map



Exhibit 2

Text Changes in Underline and Strikethrough Format

Ordinance 15-049 Exhibit A

<i>Land Use Category</i>	<i>Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*</i>	<i>Non-Residential Floor Area Ratio (FAR)*</i>	<i>Land Use Breakdown</i>
Central Business District (CBD)	30 du/ac*	3.0	Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.
Marine Commercial (MC)	15 du/ac	1.0	Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.
Urban Neighborhood (UN)	15 du/ac	1.2	Residential uses may comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.
MIXED USE			
Hutchinson Island Mixed Use (HIMU)	8 du/ac	1.0	Non-residential uses may comprise no more than 20% of the total floor area of the Hutchinson Island Mixed Use future land use designation.
Mixed Use Development (MXD)	15 du/acre	1.5	Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.

Ordinance 15-049 Exhibit A

Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.

Marine Commercial (MC): The Marine Commercial designation is intended to promote commercial and industrial uses with a focus on marine related establishments along the waterfront. Uses allowed within this designation include marine-related light industrial activities and tourist activities, marinas, boat stores/boat repair, restaurants, retail shops, hotels, and offices. Multifamily residences also allowed in this designation. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.

Mixed Use Development (MXD): The MXD designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.5. All MXD designated areas shall contain a minimum of ~~three (3)~~ two (2) of the following general land uses:

- Residential (single-family and/or multifamily)
- Commercial - General and/or Neighborhood
- Commercial - Town Center
- Hotel (minimum 100 units)
- Office Uses - Professional and/or medical
- Industrial
- Institutional

~~Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.~~

Offices - Professional and Business Services (OP): The OP designation provides for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20% of the total floor area of the OP future land use designation.

Urban Neighborhood (UN): The Urban Neighborhood designation is characterized by established pedestrian-oriented neighborhoods that allow for low-intensity boutique-scale commercial uses that support the nearby residential uses within the neighborhood; low-intensity workshops for fabrication may be appropriate as an accessory use. Design and performance standards will be based upon adopted individual neighborhood plans. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.2. Residential uses shall comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.

Ordinance 15-049 Exhibit B

existing water supply and replacement of facilities using the Capital Improvements Program and the Capital Improvements Element.

3.16.2 Policy:

The City shall implement the 10-Year Water Supply Plan addressing water supply facilities necessary to serve existing and future development within the City consistent with the water service districts' consumptive use permit.

NATURAL GROUNDWATER AQUIFER RECHARGE

Goal 3.5

Protect the function of natural ground water/aquifer recharge areas and natural drainage features.

3.16 Objective:

Manage the natural ground water aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes.

3.16.1 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 ~~25%~~ 20% of pervious open and green space; and
- Amending the Land Development Regulations 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 Regulations 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.

3.16.2 Policy:

The City will promote the use of reclaimed water through citywide 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.

3.16.3 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.

TREASURE COAST REGIONAL PLANNING COUNCIL

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To: Council Members AGENDA ITEM 8F

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Ordinance 15-049 Exhibit B

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3.16.3 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.

City Commission Regular Meeting

Agenda Item # 10. b.

Meeting Date: 01/04/2016

Re: Conditional Use w/ New Construction - RG Towers - 2551 Jenkins Road

SUBJECT:

-- Review and approval of an application for a Conditional Use submitted by RG Towers, LLC to construct a 150' tall communication tower at 2551 Jenkins Road, Fort Pierce, FL. The property is zoned C-3, General Commercial (Parcel ID 2324-500-0004-000-4).

SUMMARY:

The applicant, RG Towers, is seeking approval to construct a communication tower located at 2551 Jenkins Road. This property is currently zoned C-3, General Commercial.

RECOMMENDATION:

Staff recommends that the City Commission approve the Conditional Use application with the following conditions:

1. Engineer tower to be self-collapsible within property owned.
2. Tower must be 25' from all property lines.
3. Minimize adverse visual effects of the wireless communication tower facilities through innovative camouflaging techniques.

ALTERNATIVES:

Approve as presented; Approve with additional conditions; Deny

RESPONSIBLE STAFF:

Clarissa Davis, Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Attachments

Staff Report

Application
Location Map
Property Record Card
Warranty Deed
Applicant Affidavit
Survey
Existing Easements
Site Plan, Landscape Plan, etc.
FAA, FCC, Intent & Notice of Shared Use
Structural Calculations
Tower Removal Agreement
Lighting Narrative
TRC Comments

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	12/30/2015 08:32 AM
City Manager	Clarissa Davis	12/30/2015 10:21 AM
City Manager	Nick Mimms	12/30/2015 03:24 PM
Form Started By: Clarissa Davis		Started On: 12/18/2015 03:45 PM
Final Approval Date: 12/30/2015		



CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

TO: Members of the City of Fort Pierce Planning Board
THROUGH: Rebecca Grohall, AICP, Planning Manager
FROM: Clarissa Davis, Planner
SUBJECT: Conditional Use w/ New Construction – RG Towers – 2551 Jenkins Road
DATE: December 18th, 2015

STAFF REPORT

Owner: SRI Real Estate Properties LLC
PO Box 2438, Oklahoma City, OK 73101

Applicant/Representative: RG Towers, LLC; Scott Richards, CEO, RG Towers
2414 Alternate A1A S, Suite 400, Jupiter, FL 33477

Requested Action: Approval of a Conditional Use application to construct a 150' tall communication tower

Location: 2551 Jenkins Road

Parcel IDs: 2324-500-0004-000-4

Current Zoning: C3, General Commercial

Current Future Land Use: GC, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Parcel(s) Size: 1.92 acres

Staff Analysis:

The applicant, RG Towers, is seeking approval to construct a communication tower located at 2551 Jenkins Road. This property is currently zoned C-3, General Commercial. While antennae are considered a permitted use in this zoning district, the construction of the tower requires Conditional Use approval.

The structure that is proposed is a one-hundred and fifty (150) foot monopole communication tower that will provide tenancy to up to five (5) wireless service providers, and will have a design that will accommodate for six (6) antennae per provider. The applicant is installing screening on the ground level via a wooden fence. Shrubs and trees will be installed to satisfy landscaping requirements. An access easement to the structure is shown to provide semi-annual trips for maintenance.

The subject parcel is shared with the Sonic Drive-in restaurant. The applicants will be proposing a minor plat to divide the parcel into two separate properties.

TRC Comments:

This project was transmitted to all reviewing departments of the Technical Review Committee. The generated comments are submitted along with application materials.

Planning Board Recommendation:

At their December 8th meeting, the Planning Board on their third motion recommended approval of the application with the following conditions:

1. The monopole is approved as presented by the applicant
2. Engineer tower to be self-collapsible within property owned. Reflect in revisions prior to City Commission.
3. Tower must be 25' from all property lines.

The motion passed with a 7-3 vote.

Staff Comments:

Staff recommends that the City Commission approve the Conditional Use application with the following conditions:

1. Engineer tower to be self-collapsible within property owned.
2. Tower must be 25' from all property lines.
3. Minimize adverse visual effects of the wireless communication tower facilities through innovative camouflaging techniques.



RG Towers' Developmental Review Application- Sonic

1. Completed Application



CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

DEVELOPMENT REVIEW

Property address or Location 2551 Jenkins Road

Parcel ID #(s) 2324-500-0004-000-4

Project description Construction of new communication tower with fenced compound

SRI Real Estate Properties LLC c/o Sonic Restaurants Inc

Property Owner(s)

300 Johnny Bench Drive

Street Address

Oklahoma City, OK 73104

City State Zip

(405) 225-5000

Phone Number

chris.graves@sonicdrivein.com

Email Address

RG Towers, LLC/ Scott Richards, CEO, RG Towers

Applicant/Representative, Title, Company

2141 Alternate A1a S Suite 440

Street Address

Jupiter FL 33477

City State Zip

561-748-0302

Phone Number

hvaldez@rgpartners.com

Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.

SRI Real Estate Properties LLC

By: Paige S. Bass

Property Owner(s) Signature(s) Vice President

OKLAHOMA

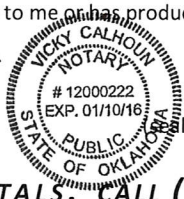
STATE OF ~~FLORIDA~~ -- COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 21st day of October, 2015, by

Paige S. Bass, VP of SRI Real Estate Properties LLC who is personally known to me, Paige S. Bass, produced

Vicky Calhoun as identification.

Signature of Notary



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp



DEVELOPMENT REVIEW

General Information

- Incomplete application packets cannot be accepted.
- Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type	
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Conditional Use with New Const. <input type="checkbox"/> Major Amendment
<input type="checkbox"/> Conceptual Development Plan	<input type="checkbox"/> Minor Amendment

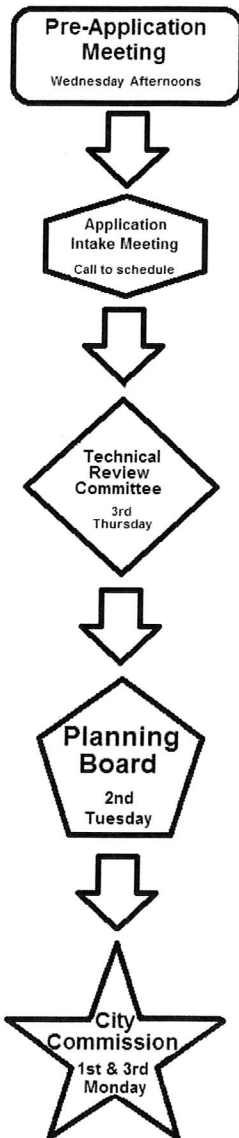
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: _____

Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
C-3	C-3	C-3	C-3

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Warranty Deed
- SLC Property Record Card
- Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- General location map (see Section 22-58.d.2)
- Survey (see Section 22-58.d.3)
- Site Plan (see Section 22-58.d.4)
- Landscaping Plan (see Section 22-187)
- Storm Drainage Plan (see Section 22-58.d.6)
- Environmental Impact Report
- Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- Lighting Plan (see Section 22-58.d.8)
- Design Review submittals (see Design Review application) **NA**
- Traffic Impact Report **NA**
- Concurrency Review submittals (see Concurrency Review application) **NA**



CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

Subdivision

Property address or Location 2551 JENKINS RD
Parcel ID #(s) 2324-500-0004-000-4
Project description Construction of new communication tower with fenced compound

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561-748-0302
Phone Number
hvaldez@rgpartners.com; srichards@rgpartners.com
Email Address

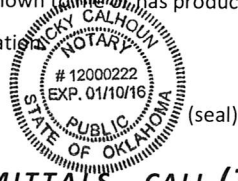
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By: Paige S Bass
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OKLAHOMA

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Paige S. Bass, VP of SRI Real Estate Properties LLC who is personally known to me, or has produced

Wicky Calhoun
Signature of Notary



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TO BE COMPLETED BY STAFF

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Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____



Intake Date Stamp _____

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed
- Concurrency application, complete
- Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- Street construction plans
- Water & Sewer system construction plans
- Stormwater Retention plans
- Electric Infrastructure plans
- Gas Infrastructure plans
- Complete, notarized application

☐ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application

☑ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - proposed lots, including acreage, square footage, & dimensions.
 - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application



RG Towers' Developmental Review Application- Sonic

Developmental review application

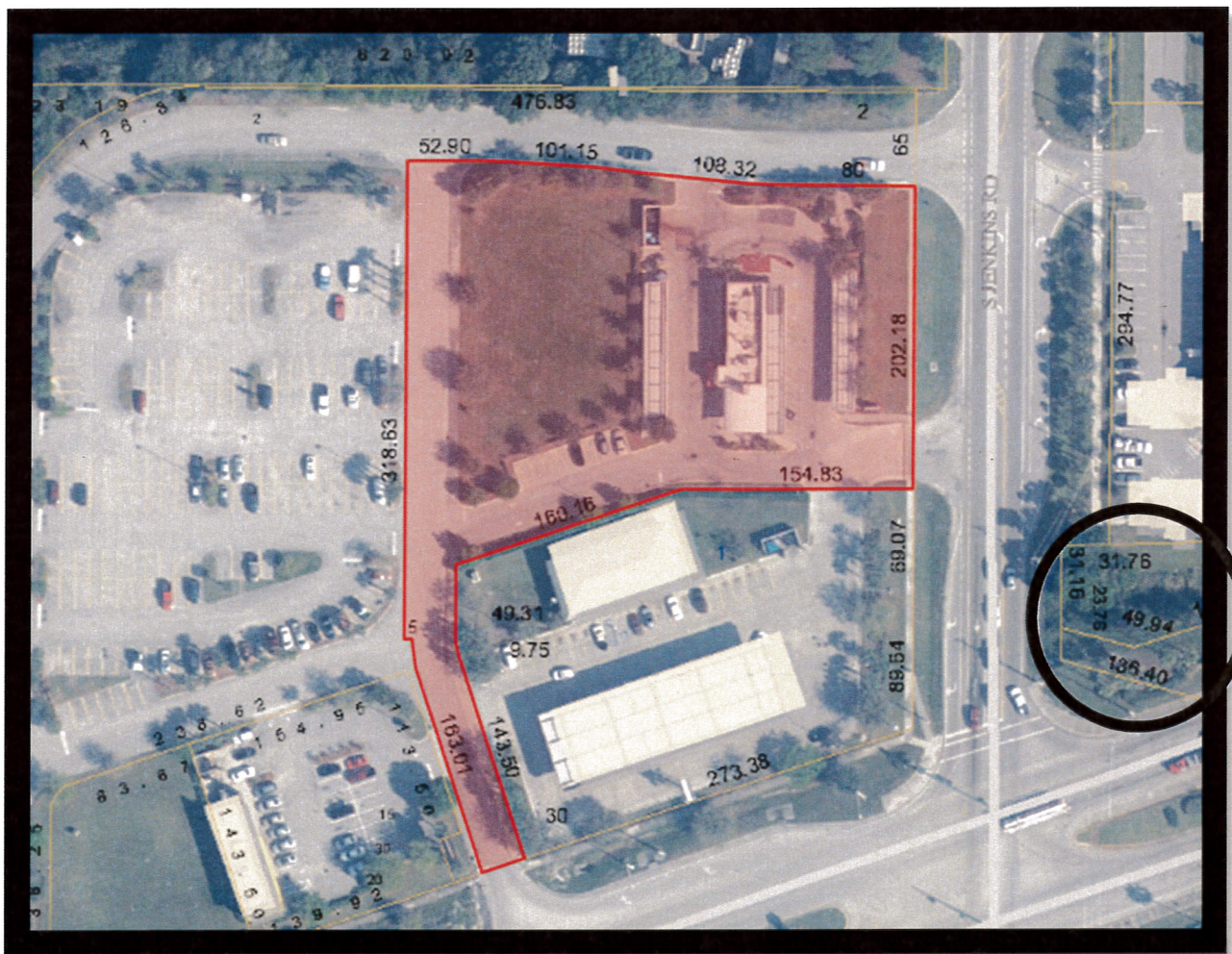
General Location Map

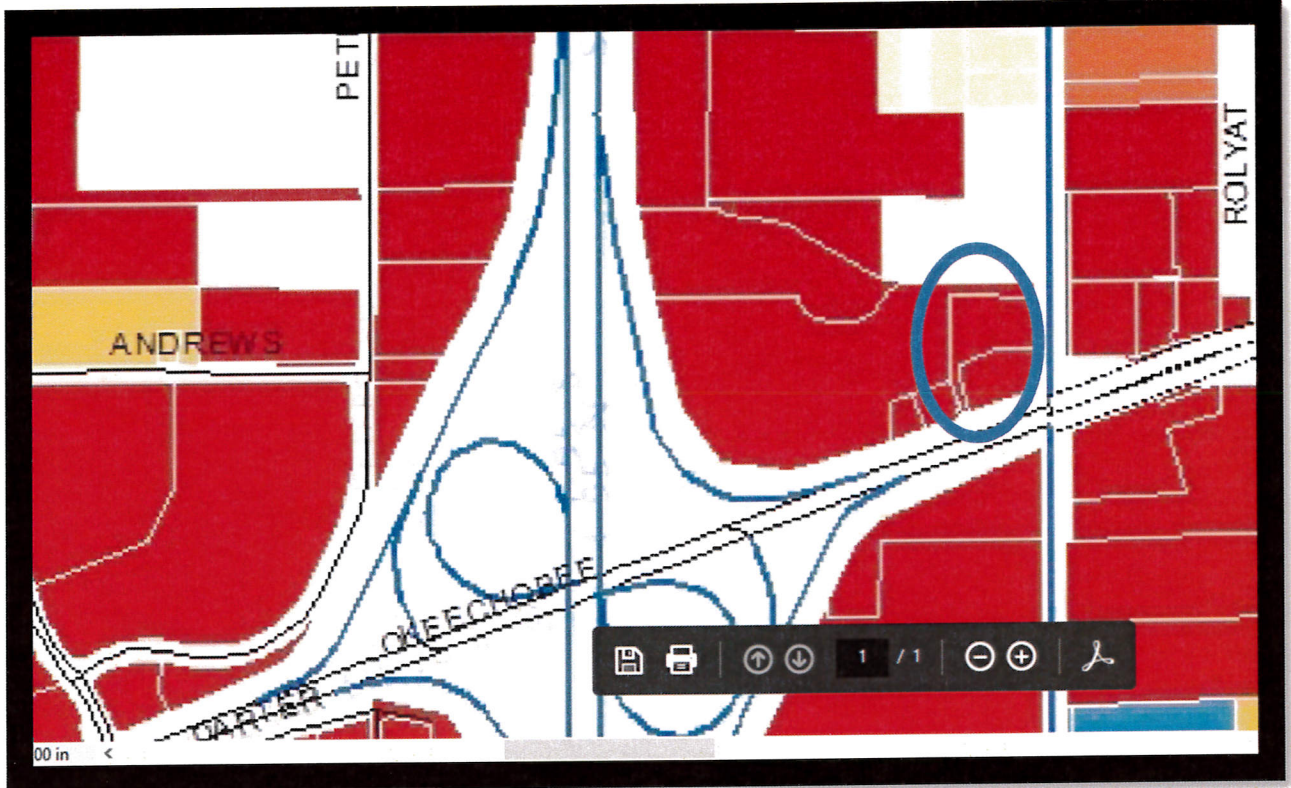
Section 22- 58.d.2

(2)

A general location map which shows the approximate location of streets, street signals and vehicular access points to streets along streets abutting the proposed development, rights-of-way, zoning districts, existing land uses and important physical features (including drainage ways) within five hundred (500) feet of property proposed for development.

ROW circled





Zoning Use Districts

Residential Zoning

-  E 1 Single Family Estate Density
-  E 2 Residential Single Family-Two units per acre
-  E 3 Residential Single Family- Three units per acre
-  R1 Single Family Low Density
-  R2 Single Family Intermediate Density
-  R3 Single Family Moderate Density
-  R4 Medium Density Residential
-  R4A Hutchinson Island Medium Density Residential
-  R5 High Density Residential
-  HIRD Hutchinson Island Residential Development





Mixed Use Zoning

-  ES Edgartown Settlement Zoning District








Open Space

-  OS1 General & Recreational Open Space
-  OS2 Conservation Open Space




Agriculture Zone

-  I County Institutional
-  AG1 County Agriculture 1 acre
-  AG2.5 County Agriculture 2.5 acre
-  AR-1 County Agriculture Residential



Commercial Zoning

-  C1 Office Commercial
-  C2 Neighborhood Commercial
-  C3 General Commercial
-  C4 Central Commercial
-  C5 Tourist Commercial
-  C6 Marine Commercial
-  CP1 Commercial Parkway



Industrial

-  I1 Light Industrial
-  I2 Marine Industrial
-  I3 Heavy Industrial

Planned Development Zone

-  PUD Planned Unit Development
-  PUR Planned Unit Redevelopment

Aquatic Zones

-  A-1 Aquatic Development*
-  A-2 Aquatic Conservation*



City of Fort Pierce

The Zoning Map of the City of Fort Pierce is located on page 22 of the Fort Pierce Ordinance Book.

Please report all corrections to: arukowski@city-fpierce.com

Map Document: 12/01/2015



1

/ 1



RG Towers' Developmental Review Application- Sonic

Developmental review application

SLC Property Record Card

Property Identification

Site Address: 2551 JENKINS RD
 Sec/Town/Range: 24/35S/39E
 Map ID: 23/24N
 Zoning: C3

Parcel ID: 2324-500-0004-000-4
 Account #: 139582
 Use Type: 2200
 Jurisdiction: Fort Pierce

Ownership

SRI Real Estate Properties LLC
 % Sonic Restaurants Inc
 PO Box 2438
 Oklahoma City, OK 73101

Legal Description



FORT PIERCE PLAZA THAT PART OF B-2
 MPDAF: FROM SE COR OF NE 1/4 OF SEC 24-
 35-39 RUN W ALG N LI OF SE 1/4 60 FT, TH N
 00 04 58 W 69.07 FT TO POB, TH S 89 55 01 W
 154.82 FT, TH S 71 17 02 W 160.18FT, TH S 00
 04 59 E 49.31 FT TO CURVE CONCAVE E, R
 OF 29.99 FT, THSLY ALG ARC 9.75 FT, TH S
 18 42 58 E 143.50 FT TO NLY R/W LI
 OKEECHOBEE RD, TH S 71 17 02 W ALG NLY
 R/W LI 30 FT, TH N 18 42 58 W 143.50 FT TO
 CURVE CONCAVE E, R OF 59.99 FT, TH NLY
 ALG ARC 19.51 FT, TH S 89 55 01 W 5.00 FT,
 TH N 00 04 59 W 318.63 FT, TH S 89 55 24 E
 52.90 FT TO CURVE CONCAVE SW, R OF 705
 FT, TH ELY ALG ARC 101.15 FT TO CURVE
 CONCAVE NE, R OF 755 FT, TH NELY ALG
 ARC 108.32 FT, TH S 89 55 24 E 80 FT, TH S 00
 04 59 E 202.18 FT TO POB (1.92 AC) (OR 2557-
 385: 2746-121)



Total Areas

Finished/Under Air (SF):	1,821
Gross Area (SF):	7,089
Land Size (acres):	1.92
Land Size (SF):	83,635

Current Values

Just/Market Value: \$1,066,000
 Assessed Value: \$972,400
 Exemptions: \$0
 Taxable Value: \$972,400
 Taxes for this parcel: SLC Tax Collector's
 Office 
 Download TRIM for this parcel: Download
 PDF 

Building Information (1 of 1)

Finished Area: 1,821 SF

Gross Total Area: 7,089 SF

Exterior Data

View:
 Building Type: FSFD
 Grade: Y_D
 Story Height: 1 Story

Roof Cover: Metal
 Year Built: 2007
 Effective Year: 2007
 No. Units: 0

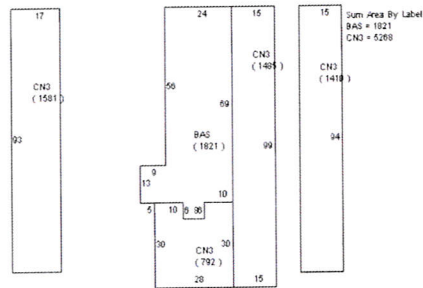
Roof Structure: BarJst/Rigid
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 2
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrcdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Tile-Quarry
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	1821	1821	216
CN3	CANOPY	5268	0	794

Land Information

Total Area: 83,635 SF / 1.92 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	83635 Sq Feet	0

Special Features and Yard Items

Item	Qty	Amount	Year
CEMENT CURB	1	515	2007
ASP1 HIGH	1	11895	2007
CBSWall6"Blk	1	49	2007
CONCRET HIGH	1	2540	2007

Permits

Number	Date	Description	Amount	Fee
CP2002-7	Dec 30, 2002	Concrete	\$800	\$75
FD200615	Apr 24, 2007	Foundation	\$20,000	\$150
SW200612	Jun 1, 2007	Cleared Lot Permit	\$0	\$150
CM200626	Jun 4, 2007	Commercial New Construction	\$425,000	\$20,281
0700000427	Jul 17, 2007	Yard Sprinkler System	\$0	\$50
0700000203	Jul 18, 2007	Sprinkler System	\$2,400	\$50

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

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 20, 2006	2746 / 0121	01	WD	Sonic Restaurants Inc,	\$0
May 2, 2006	2557 / 0385	00	WD	RSM Holdings of Fort Pierce ,	\$1,030,000
Sep 21, 2004	2066 / 2932	01	WD	Rk Holdings,	\$295,000
Jan 1, 1900					\$0

Current Year Values

Current Values Breakdown

Building:	\$731,500
Land:	\$334,500
Just/Market:	\$1,066,000
Ag Credit:	\$0
Mkt/Asmnt Differential:	\$93,600


Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
----------	------------	------	-------------	--------

Taxable: \$972,400

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	5.2	Fort Pierce Stormwater Charge	\$280.80
2013	0054	1.92	North St. Lucie Water Management District	\$25.00

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 .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2015	\$1,066,000	\$972,400	\$0	\$972,400
2014	\$884,000	\$884,000	\$0	\$884,000
2013	\$884,000	\$884,000	\$0	\$884,000
2012	\$884,000	\$884,000	\$0	\$884,000

This information is believed to be correct at this time but it is subject to change and is not warranted.
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RG Towers' Developmental Review Application- Sonic

Developmental review application

Warranty Deed

Prepared by:

Joe C. Lewallen, Jr., Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820

→ Mail to
MacFarlane Ferguson & McMullen
Post Office Box 1669
Clearwater, FL 33757-1669

GENERAL WARRANTY DEED

Sonic Restaurants, Inc., an Oklahoma corporation ("Grantor"), whose mailing address is 300 Johnny Bench Drive, Oklahoma City, OK 73104, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by SRI Real Estate Properties LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 300 Johnny Bench Drive, Oklahoma City, OK 73104, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee all of that certain real property located in St. Lucie County, Florida, and being more particularly described in Exhibit "A" which is attached hereto and by this reference made a part hereof for all purposes (the "Land"), LESS AND EXCEPT all oil, gas and other minerals, not limited solely to hydrocarbons, previously reserved or conveyed of record, and all rights pertaining thereto, but together with all improvements thereon and all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto (said real property, together with such improvements and such rights, benefits, privileges, easements, tenements, hereditaments and appurtenances are hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property, subject to any and all easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and other matters of record, all applicable building and zoning ordinances, laws, regulations and restrictions by governmental authorities and all matters as would be disclosed by an accurate on-the-ground survey of the Property (the "Permitted Exceptions") as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Land, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

THIS IS A CONVEYANCE OF UNENCUMBERED PROPERTY FROM A PARENT ENTITY TO ITS WHOLLY OWNED SUBSIDIARY FOR NO ADDITIONAL CONSIDERATION.

COPY

EXHIBIT "A"
Legal Description

COPY

PARCEL 1:

A parcel of land lying in Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, described as follows:

Parcel B-2, FORT PIERCE PLAZA, according to the plat thereof recorded in Plat Book 35, pages 21, 21A and 21B, of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPTING that portion of Parcel B-2, as conveyed to Racetrac Petroleum, Inc., dated March 17, 1999, and recorded March 18, 1999, in Official Records Book 1210, page 903, of the public records of St. Lucie County, Florida.

PARCEL 2:

Non-exclusive Easement for ingress and egress as created and described in that certain Reciprocal Easement and Operation Agreement, recorded in Official Records Book 1065, page 1910, and amended under the First Amendment to Reciprocal Easement and Operation Agreement recorded in Official Records Book 1210, page 918, of the public records of St. Lucie County, Florida.

COPY

COPY

TO: Clerk of Court of St. Lucie County
ATTN: Recording

Please record the enclosed documents and return them to this office:

Deed	\$27.00
Doc. Stamps	\$none due
TOTAL	\$27.00

COPY

NOTE: Per F.S. 692.01 - two witnesses are not required.

Thank you!

Macfarlane, Ferguson & McMullen
ATTN: Linda Morris
P.O. Box 1699
Clearwater, FL 33757
727-441-8966 x 2232

COPY

COPY



RG Towers' Developmental Review Application- Sonic

14- PE letter



RG Towers, LLC

10/29/15

RE: RG Towers-Sonic Affidavit (14)- *An affidavit from the applicant documenting the specific number of antennas the proposed antenna support structure is designed to carry.*

RG Towers, LLC is applying for approval of the construction of a new communication tower.

The proposed tower is being designed to accommodate up to 5 carriers with the proposed approximate number of antennas for the initial design of (6) antennas per carrier for a total of 30 as depicted on the structural report. Notwithstanding, each carrier may install additional antennas in the future.

Sincerely,

Scott Richards
CEO
RG Towers, LLC

Notary Block

State of FL, County of Palm Beach
The foregoing document was acknowledged before me this 29 day of October, 2015, Scott Richards,
Who is personally known OR Produced ID _____
Notary Public Name Holly Valdez
Notary Public Signature Holly Valdez
(Seal)

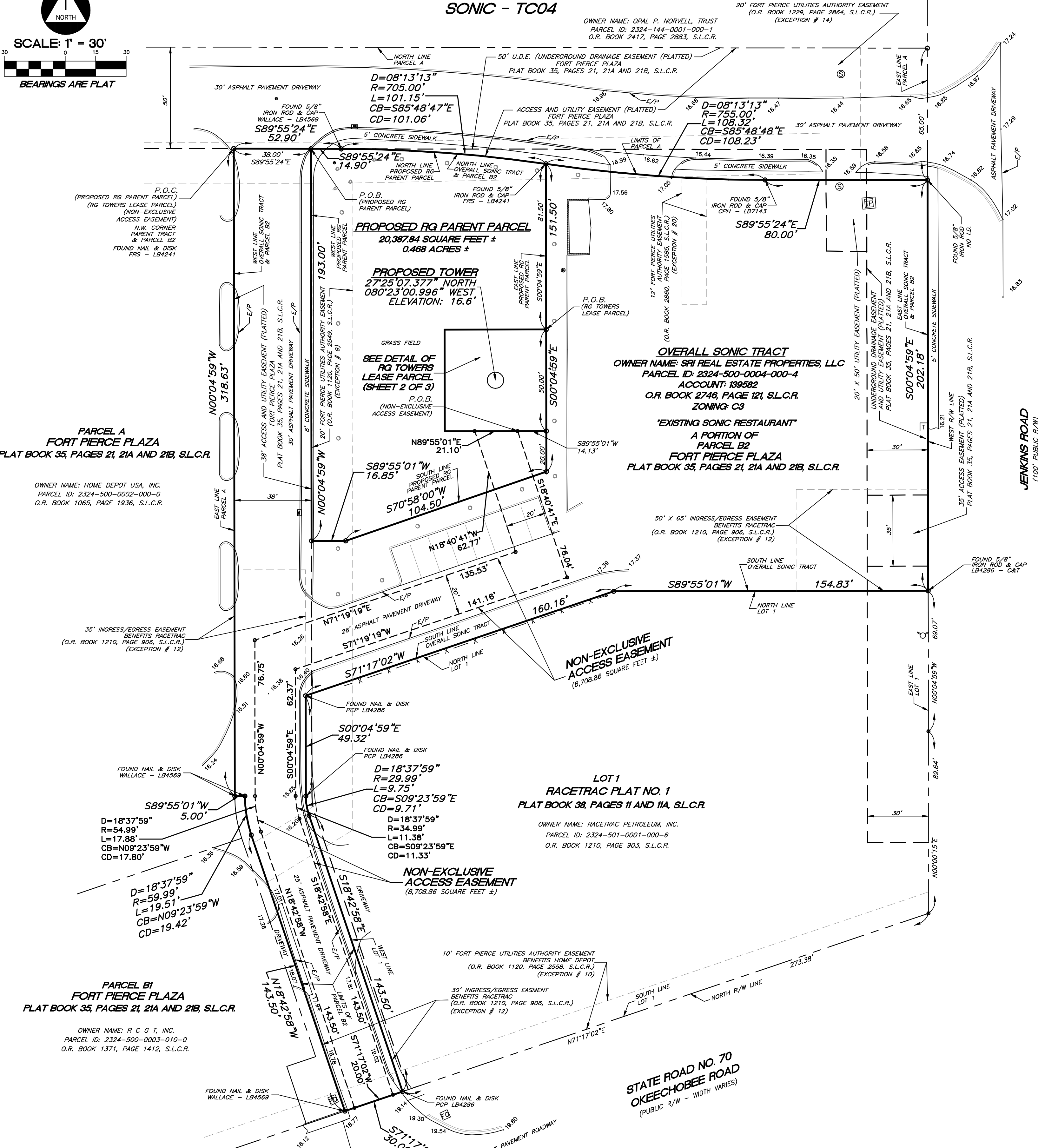
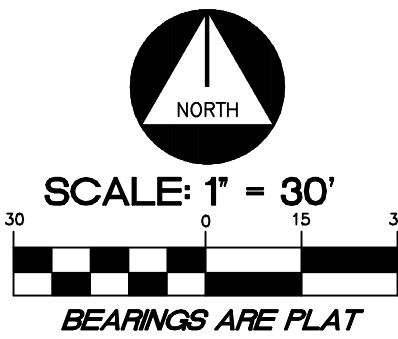
2141 Alternate A1A South, Suite 440
Jupiter, FL 33477
Phone: 561-748-0302 Fax: 561-748-0303 Web: www.rgtowers.com



SKETCH OF OVERALL SONIC TRACT BOUNDARY

2551 JENKINS ROAD, FORT PIERCE, FL 34947

SONIC - TC04



SEE SHEET 2 OF 2 FOR DETAIL OF PROPOSED RG PARENT PARCEL
RG TOWERS LEASE PARCEL
NON-EXCLUSIVE ACCESS EASEMENT

SEE SHEET 3 OF 3 FOR REVIEW OF COMMITMENT OF TITLE INSURANCE

DESCRIPTION OF OVERALL SONIC TRACT

(PER OFFICIAL RECORD BOOK 2746, PAGE 121 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA)
A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
PARCEL 1:
PARCEL B-2, FORT PIERCE PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGES 21, 21A AND 21B, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPTING THAT PORTION OF PARCEL B-2, AS CONVEYED TO RACETRAC PETROLEUM, INC., DATED MARCH 11, 1999 AND RECORDED MARCH 18, 1999, IN OFFICIAL RECORDS BOOK 1210, PAGE 903 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
PARCEL 2:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CREATED AND DESCRIBED IN THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 1065, PAGE 1910, AND AMENDED UNDER THE FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1210, PAGE 918, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DESCRIPTION OF PROPOSED RG PARENT PARCEL

A PARCEL OF LAND BEING A PORTION OF PARCEL B2, FORT PIERCE PLAZA, AS RECORDED IN PLAT BOOK 35, PAGES 21, 21A AND 21B OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL B2:
THENCE ON A PLAT BEARING OF S89°55'24"E ALONG THE NORTH LINE OF SAID PARCEL B2, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE S89°55'24"E CONTINUING ALONG THE NORTH LINE OF SAID PARCEL B2, A DISTANCE OF 14.90 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND CONTINUING ALONG THE NORTH LINE OF SAID PARCEL B2, HAVING A CENTRAL ANGLE OF 08°13'13" AND A RADIUS OF 705.00 FEET FOR AN ARC DISTANCE OF 101.15 FEET (CHORD BEARING = S85°48'47"E AND CHORD DISTANCE = 101.06 FEET) TO A POINT ON A NON-TANGENT LINE;
THENCE S00°04'59"E A DISTANCE OF 151.50 FEET;
THENCE S70°58'00"W A DISTANCE OF 104.50 FEET;
THENCE S89°55'01"W A DISTANCE OF 16.85 FEET TO A POINT ON A LINE 38.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID PARCEL B2
THENCE N00°04'59"W ALONG SAID PARALLEL LINE, A DISTANCE OF 193.00 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA CONTAINING 20,387.84 SQUARE FEET (0.468 ACRES), MORE OR LESS.

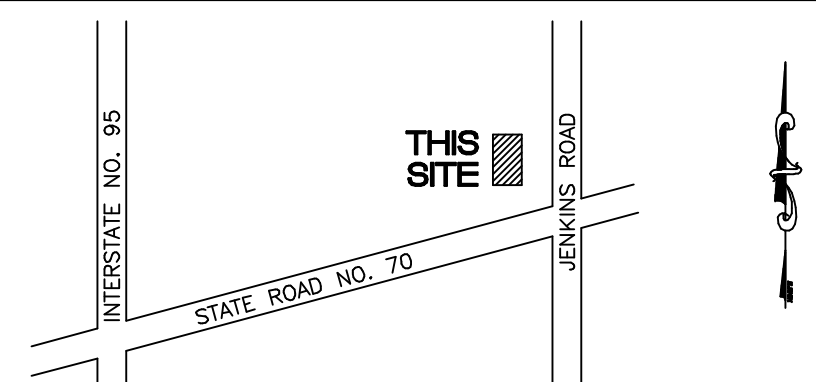
DESCRIPTION OF RG TOWERS LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF PARCEL B2, FORT PIERCE PLAZA, AS RECORDED IN PLAT BOOK 35, PAGES 21, 21A AND 21B OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL B2:
THENCE ON A PLAT BEARING OF S89°55'24"E ALONG THE NORTH LINE OF SAID PARCEL B2, A DISTANCE OF 38.00 FEET;
THENCE CONTINUE S89°55'24"E CONTINUING ALONG THE NORTH LINE OF SAID PARCEL B2, A DISTANCE OF 14.90 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND CONTINUING ALONG THE NORTH LINE OF SAID PARCEL B2, HAVING A CENTRAL ANGLE OF 08°13'13" AND A RADIUS OF 705.00 FEET FOR AN ARC DISTANCE OF 101.15 FEET (CHORD BEARING = S85°48'47"E AND CHORD DISTANCE = 101.06 FEET) TO A POINT ON A NON-TANGENT LINE;
THENCE S00°04'59"E A DISTANCE OF 81.50 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE S00°04'59"E A DISTANCE OF 50.00 FEET;
THENCE S89°55'01"W A DISTANCE OF 50.00 FEET;
THENCE N00°04'59"W A DISTANCE OF 50.00 FEET;
THENCE N89°55'01"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA CONTAINING 2,500.00 SQUARE FEET, MORE OR LESS.

DESCRIPTION OF NON-EXCLUSIVE ACCESS EASEMENT

A PARCEL OF LAND BEING A PORTION OF PARCEL B2, FORT PIERCE PLAZA, AS RECORDED IN PLAT BOOK 35, PAGES 21, 21A AND 21B OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL B2:
THENCE ON A PLAT BEARING OF S89°55'24"E ALONG THE NORTH LINE OF SAID PARCEL B2, A DISTANCE OF 38.00 FEET;
THENCE CONTINUE S89°55'24"E CONTINUING ALONG THE NORTH LINE OF SAID PARCEL B2, A DISTANCE OF 14.90 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND CONTINUING ALONG THE NORTH LINE OF SAID PARCEL B2, HAVING A CENTRAL ANGLE OF 08°13'13" AND A RADIUS OF 705.00 FEET FOR AN ARC DISTANCE OF 101.15 FEET (CHORD BEARING = S85°48'47"E AND CHORD DISTANCE = 101.06 FEET) TO A POINT ON A NON-TANGENT LINE;
THENCE S00°04'59"E A DISTANCE OF 81.50 FEET;
THENCE CONTINUE S00°04'59"E A DISTANCE OF 50.00 FEET;
THENCE S89°55'01"W A DISTANCE OF 14.13 FEET TO THE POINT OF BEGINNING;
THENCE S18°40'41"E A DISTANCE OF 76.04 FEET;
THENCE S71°19'19"W A DISTANCE OF 141.16 FEET;
THENCE S00°04'59"E A DISTANCE OF 62.37 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18°37'59" AND A RADIUS OF 34.99 FEET FOR AN ARC DISTANCE OF 11.38 FEET (CHORD BEARING = S09°23'59"E AND CHORD DISTANCE = 11.33 FEET) TO A POINT OF TANGENCY;
THENCE S18°42'58"E A DISTANCE OF 143.50 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL B2 AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 70 (PUBLIC RIGHT-OF-WAY);
THENCE S71°17'02"W ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET;
THENCE N18°42'58"W A DISTANCE OF 143.50 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°37'59" AND A RADIUS OF 54.99 FEET FOR AN ARC DISTANCE OF 17.88 FEET (CHORD BEARING = N09°23'59"W AND CHORD DISTANCE = 17.80 FEET) TO A POINT OF TANGENCY;
THENCE N00°04'59"W A DISTANCE OF 76.75 FEET;
THENCE N71°19'19"E A DISTANCE OF 135.53 FEET;
THENCE N18°40'41"W A DISTANCE OF 62.77 FEET;
THENCE N89°55'01"E A DISTANCE OF 21.10 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA CONTAINING 8,708.86 SQUARE FEET, MORE OR LESS.

SONIC - TC 04



LOCATION SKETCH

SECTION 24-1355-R39E
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT	TELCO SERVICE
P.O.B.	POINT OF BEGINNING	STORM MANHOLE
S.L.C.R.	ST. LUCIE COUNTY RECORDS	FIBER SERVICE
R/W	RIGHT-OF-WAY	LAMP POLE
E/P	EDGE OF PAVEMENT	ELECTRIC TRANSFORMER
O.R.	OFFICIAL RECORD	CATCH BASIN
D	DELTA (CENTRAL ANGLE)	SANITARY MANHOLE
R	RADIUS	FIRE HYDRANT
L	ARC LENGTH	OAK TREE
CB	CHORD BEARING	CABBAGE PALM TREE
CD	CHORD DISTANCE	
16.30	SPOT ELEVATION	

PROPOSED TOWER INFORMATION
150' FLAGPOLE
LATITUDE = 27°25'07.377" NORTH
LONGITUDE = 080°23'00.996" WEST
NORTH AMERICAN DATUM OF 1983/2011 (NAD 83/2011)
EXISTING AVERAGE GROUND ELEVATION AT TOWER = 16.6 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

REPORT OF BOUNDARY AND TOPOGRAPHIC SURVEY

- THE PARENT TRACT SHOWN HEREON IS BASED ON A SEARCH CONDUCTED BY WSP CONSULTANTS, INC. OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA AND THE COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED APRIL 29, 2015, FILE NO. 5309576.
- UNLESS OTHERWISE NOTED HEREON RECORD AND MEASURED VALUES (SHOWN) ARE IN SUBSTANTIAL AGREEMENT.
- THE PURPOSE OF THIS SURVEY IS TO LOCATE THE EXISTING FEATURES WITHIN THE PARENT TRACT FOR THE FUTURE INSTALLATION OF A COMMUNICATIONS FACILITY.
- THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET AS REQUIRED BY THE FLORIDA MINIMUM TECHNICAL STANDARDS (5J-17.050 THROUGH 5J-17.052 F.A.C.). THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE.
- HORIZONTAL AND VERTICAL DATA SHOWN HEREON WAS OBTAINED UTILIZING A "LEICA TCRP1205+" TOTAL STATION AND "ALLEGRO CE CARLSON" DATA COLLECTION SYSTEM.
- ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL ACCURACY OF 0.1'.
- HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGED FOR CLARITY.
- UNDERGROUND FOUNDATIONS AND/OR UTILITIES HAVE NOT BEEN LOCATED.
- FLOOD ZONE INFORMATION SHOWN HEREON WAS OBTAINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM).
- THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO N.G.S. SURVEY CONTROL POINT: "Z 525", PID# AJ5675, ELEVATION 17.78 FEET.
- THE VALUES FOR THE LATITUDE, LONGITUDE AND ELEVATIONS SHOWN HEREON ARE WITHIN THE ALLOWABLE TOLERANCES FOR THE FEDERAL AVIATION ADMINISTRATION 1-A LETTER.
- THE LATITUDE AND LONGITUDE SHOWN HEREON WERE OBTAINED UTILIZING THE FOLLOWING N.G.S. SURVEY CONTROL POINT: "Z 525", PID# AJ5675. THIS SURVEY CONTROL POINT HAS A PUBLISHED VALUE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/2011 (NAD83/2011), AS PROJECTED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE). THE MEASUREMENTS WERE OBTAINED UTILIZING "SOKKIA STRATUS" GPS RECEIVERS AND POST-PROCESSED WITH SOKKIA SPECTRUM SOFTWARE.
- THE VALUES FOR THE LATITUDE, LONGITUDE AND ELEVATIONS SHOWN HEREON ARE WITHIN THE ALLOWABLE TOLERANCES FOR THE FEDERAL AVIATION ADMINISTRATION 1-A LETTER.
- THE SURVEYOR HAS REVIEWED THE COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED APRIL 29, 2015, FILE NO. 5309576. ALL PLOTTABLE MATTERS OF RECORD IDENTIFIED IN THE COMMITMENT FOR TITLE INSURANCE THAT ARE PERTINENT TO THE RG TOWERS LEASE PARCEL AND ITS ACCESS EASEMENT, IF APPLICABLE, HAVE BEEN SHOWN OR NOTED ON THIS SURVEY. THE SURVEYOR RELIED SOLELY UPON THAT COMMITMENT FOR TITLE INSURANCE WITH RESPECT TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES AGREEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS.
- BASED UPON THE COMMITMENT FOR TITLE INSURANCE, THE RG TOWERS LEASE PARCEL HAS ACCESS TO STATE ROAD NO. 70, A PUBLIC RIGHT-OF-WAY, BY MEANS OF THE ACCESS EASEMENT DEPICTED HEREON. THE EASEMENT LIES ENTIRELY WITHIN THE LANDS OF THE OWNER(S) OF THE PARCEL DESCRIBED IN SAID COMMITMENT FOR TITLE INSURANCE AND NO EASEMENTS OR RIGHTS OF OTHER THIRD PARTIES DISCLOSED BY THAT COMMITMENT FOR TITLE INSURANCE WOULD PRECLUDE ACCESS OVER THE OVERALL SONIC TRACT FROM THE RG TOWERS LEASE PARCEL TO THAT PUBLIC RIGHT-OF-WAY.

CERTIFIED TO: RG TOWERS, LLC

CERTIFICATE
I, WILLIAM S. PAYNE, DO HEREBY STATE THAT THIS MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING STATED IN RULES 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

WSPayne
WILLIAM S. PAYNE
PROFESSIONAL SURVEYOR AND MAPPER #LS 5685
WSP CONSULTANTS, INC. #LB 7188
STATE OF FLORIDA

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120286	0167	J	02/16/2012	X	N/A

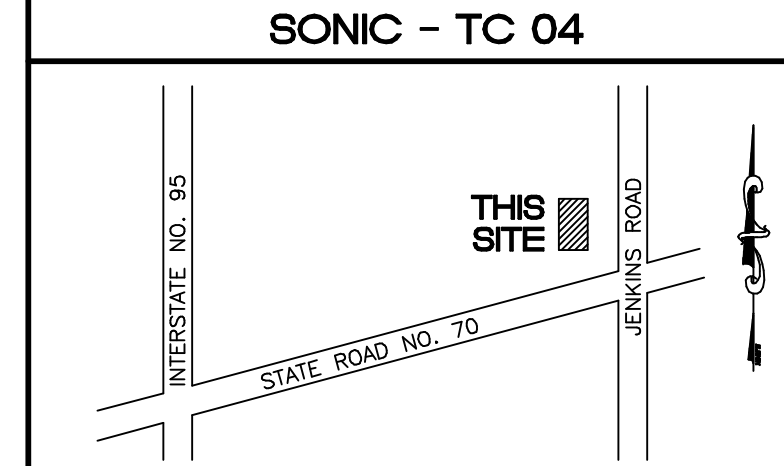
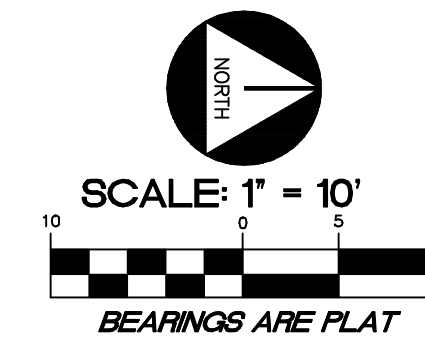
SURVEY DATE:	06/16/2015
DRAWN:	WSP
CHECKED:	WSP
MANAGER:	WSP
DWG FILE:	15-1405.DWG
JOB FILE:	No.
DATE:	10/01/2015
REVISION:	UPDATE SURVEY PER COUNSEL COMMENTS

WSP Consultants, Inc.
SURVEYORS & MAPPERS
19006 1ST STREET S.W., LUTZ, FL 33548
PHONE (813) 909-2420
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:
LB 7188, STATE OF FLORIDA

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY
SONIC - TC 04
PREPARED FOR:
RG Towers, LLC
LOCATED IN:
ST. LUCIE COUNTY, FLORIDA

PROJECT NO: 15-1405
SHEET NO: 1 OF 3

**DETAIL OF PROPOSED RG PARENT PARCEL, RG TOWERS LEASE PARCEL
NON-EXCLUSIVE ACCESS EASEMENT
2551 JENKINS ROAD, FORT PIERCE, FL 34947
SONIC - TC04**

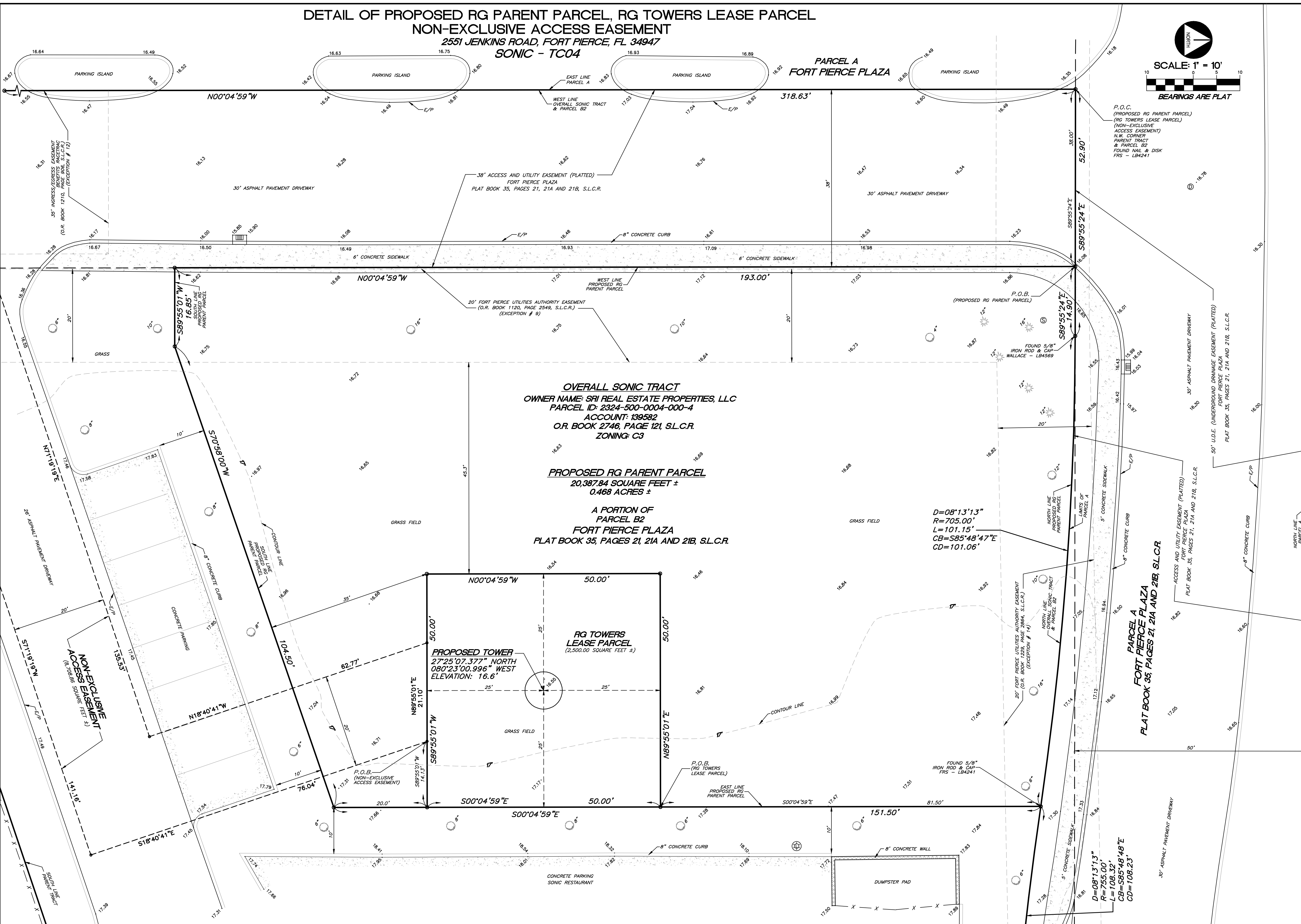


LOCATION SKETCH
SECTION 24-T355-R39E
NOT TO SCALE

PROPOSED TOWER INFORMATION
150' FLAGPOLE
LATITUDE = 27°25'07.377" NORTH
LONGITUDE = 080°23'00.996" WEST
NORTH AMERICAN DATUM OF 1983/2011 (NAD 83/2011)
EXISTING AVERAGE GROUND ELEVATION AT TOWER = 16.6 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
S.L.C.R.	ST. LUCIE COUNTY RECORDS
R/W	RIGHT-OF-WAY
E/P	EDGE OF PAVEMENT
O.R.	OFFICIAL RECORD
D	DELTA (CENTRAL ANGLE)
R	RADIUS
L	ARC LENGTH
CD	CHORD BEARING
CD	CHORD DISTANCE
3.2	SPOT ELEVATION
⊕	TELCO SERVICE
⊕	STORM MANHOLE
⊕	FIBER SERVICE
⊕	LAMP POLE
⊕	ELECTRIC TRANSFORMER
⊕	CATCH BASIN
⊕	SANITARY MANHOLE
⊕	FIRE HYDRANT
⊕	OAK TREE
⊕	CABBAGE PALM TREE



SEE SHEET 1 OF 2 FOR DESCRIPTION OF PROPOSED RG PARENT PARCEL
RG TOWERS LEASE PARCEL
NON-EXCLUSIVE ACCESS EASEMENT

FLOOD ZONE INFORMATION					
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120286	0167	J	02/16/2012	X	N/A

SURVEY DATE: 06/16/2015					
DRAWN: WSP					
CHECKED: WSP					
MANAGER: WSP					
DWG FILE: 15-1405.DWG	1	10/01/2015	UPDATE SURVEY PER COUNSEL COMMENTS		WSP
JOB FILE:	No.	DATE	REVISION		BY

WSP Consultants, Inc.
SURVEYORS & MAPPERS
19006 1ST STREET S.W., LUTZ, FL 33548
PHONE (813) 909-2420
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:
LB 7188, STATE OF FLORIDA

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY
SONIC - TC 04
PREPARED FOR:
RG Towers, LLC
LOCATED IN:
ST. LUCIE COUNTY, FLORIDA

PROJECT NO:
15-1405
SHEET NO:
2 OF 3



RG Towers' Developmental Review Application- Sonic

6 Relevant Easements

This instrument prepared by
and should be returned to:
Howard Bregman, Esq.
Wolf, Black, Schorr and Spitz-Cohen
777 South Flagler Drive
Suite 900
West Palm Beach, FL 33401

780107

**GRANT OF EASEMENT
FOR INGRESS AND EGRESS**

This instrument prepared by
and should be returned to:
Howard Bregman, Esq.
Wolf, Black, Schorr and Spitz-Cohen
777 South Flagler Drive
Suite 900
West Palm Beach, FL 33401

21
THIS EASEMENT GRANT is made this 5th day of
September, 1986, between FP-95 ASSOCIATES, a Florida general
partnership (referred to in this instrument as "Grantor") and
CANAVERAL 401 CORP., a Florida corporation and ONSITE AMERICAN
HOLDINGS, INC., a Florida corporation (referred to in this
instrument collectively as "Grantee").

The following recitals constitute a material part
of this instrument:

A. Grantor is the owner of a tract of land located
in St. Lucie County, Florida, legally described in Exhibit A
attached hereto and made a part hereof (the "FP-95 Premises").

B. Grantee is the owner of a tract of land located
adjacent to the FP-95 Premises, legally described in Exhibit B
attached hereto and made a part hereof (the "Canaveral
Premises").

C. Grantor desires to grant and Grantee desires to
receive an easement over, under and across a portion of the
FP-95 Premises for the purposes described herein.

NOW, THEREFORE, in consideration of Ten and 00/100
(\$10.00) Dollars and other valuable consideration, the receipt
and sufficiency of which are hereby acknowledged the parties
hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to
Grantee, its successors and assigns, a non-exclusive easement
into, out of, over, and across a portion of FP-95 Premises for
ingress to and egress from the Canaveral Premises to Jenkins
Road along with the right, at Grantee's expense, to improve the
Easement Area for the purposes expressed herein. The Easement
Area shall have a width of forty feet parallel to and abutting
the (i) eastern boundary line of the FP-95 Premises along
Jenkins Road, (ii) southern boundary line of the FP-95 Premises
along Okeechobee Road, (iii) western boundary line of the FP-95
Premises until such boundary line meets the southern boundary
of the Canaveral Premises ("Easement Area"). Grantor shall
have the right in its sole discretion, subject to the prior
written consent of Ohio Savings Bank so long as its mortgage on
the FP-95 Premises is outstanding, to relocate the Easement
Area at any time and from time to time provided that Grantee
shall continue to have access to the Canaveral Premises from
Jenkins Road. To that end, Grantor shall have the unilateral
right, subject to the prior written consent of Ohio Savings

Bank so long as its mortgage on the FP-95 Premises is outstanding, to terminate this Easement and record a new easement executed solely by Grantor, its successor or assigns relocating the Easement Area, provided such new easement shall not be inconsistent with the terms of this Easement.

2. Use of Easement Area. The Easement Area shall be used by Grantee solely for the purposes set forth in Paragraph 1 provided such use does not unreasonably burden Grantor's use of the FP-95 Premises.

3. Construction of Road. Nothing contained herein shall obligate Grantor or its successors or assigns to construct a road over the Easement Area or any relocated easement area, it being understood, however that if, and/or when Grantor, or its successors or assigns elects to construct a road, during such construction Grantor may provide temporary access to Grantee. Grantor, its successors or assigns shall have the unilateral right, if it or they so elect, subject to the prior written consent of Ohio Savings Bank so long as its mortgage on the FP-95 Premises is outstanding, to dedicate any road built over the Easement Area or any relocated easement area for the benefit of St. Lucie County, Florida or any other protected subdivision having jurisdiction.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to benefit of the successors and assigns of the parties. This instrument may not be amended or modified without the prior written consent of Ohio Savings Bank so long as its mortgage on the FP-95 Premises is outstanding.

5. Conformity with Applicable Law. Grantee's use of the Easement Area shall be in conformity with all applicable rules, guidelines, regulations, ordinances or statutes of St. Lucie County, Florida, the State of Florida, and any other governmental or regulatory body or agency with jurisdiction over Grantor or the Easement Area.

6. Restoration. This Grant is subject to Grantee's obligation to restore and repair any damage caused by Grantee, its successors, assigns, or their agents, permittees, tenants or invitees to the Easement Area.

7. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, including, but not limited to, interest, penalties and reasonable attorney's fees that Grantor may incur which arise, result from or relate to Grantee's use of the easement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument the date first above written.

Witnesses:
[Signature]
Marta B. [Signature]

FP-95 ASSOCIATES
By: [Signature]
Paul Rhodes,
Managing Partner

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of September, 1986, by Paul Rhodes, managing venturer of FP-95 Associates, a Florida general partnership, on behalf of the general partnership.

[Signature]
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 28, 1990



EXHIBIT "A"

BEGINNING at the Southeast corner of the Northeast 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida; thence run N89°41'37"W along the East-West interior 1/4 section line, a distance of 1324.46 feet, to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 24; thence run N00°05'06"W, along the west line of the said Southeast 1/4 of the Northeast 1/4 of Section 24, a distance of 44.5 feet, to the north right-of-way line of the North St. Lucie River Water Control District Canal No. 38; thence run N89°41'37"W, along the said north right-of-way line, a distance of 172.78 feet, to the east limited access right-of-way line of Interstate 95; thence run N12°03'03"W, along the said limited access right-of-way line, a distance of 425.17 feet; thence run N10°09'50"W, along the said limited access right-of-way line, a distance of 157.33 feet; thence run N89°51'30"E, a distance of 288.46 feet to the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 24; thence run N00°05'06"W, along the said eastline, a distance of 41.08 feet to the Northline of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 24; thence run S89°55'04"E, along the said northline, a distance of 664.43 feet, to the west line of the East 560.00 feet of said Section 24, thence run S00°04'59"E, along the said west line, a distance of 330.26 feet; thence run S89°55'24"E, a distance of 660.02 feet, to the east line of said Section 24; thence run S00°04'59"E, along the said east line of said Section 24, a distance of 336.37 feet, to the POINT OF BEGINNING, less and excepting the East 40.00 feet for Jenkins Road and less the South 48.00 feet of the East 1324.46 feet for canal right of way.

TOGETHER WITH:

BEGINNING at the Southeast corner of the Northeast 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida; thence run N89°41'37"W, along the east-west interior 1/4 section line, a distance of 1324.46 feet, to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 24; thence run S00°02'23"E, a distance of 44.50 feet, to the south right-of-way line of the North St. Lucie River Water Control District Canal No. 38; thence run N89°41'37"W, along the said right-of-way line, a distance of 153.85 feet, to the east limited access right-of-way line of Interstate 95; thence run S12°03'03"E, along the said limited access right-of-way line, a distance of 184.90 feet; thence run S35°56'56"E, along the said limited access right-of-way line, a distance of 272.24 feet; thence run S89°55'04"E, along the said limited access right-of-way line, a distance of 272.21 feet; thence run N89°51'30"E, along the said limited access right-of-way line, a distance of 374.36 feet; thence run N11°17'02"E, along the said limited access right-of-way line, a distance of 700.93 feet, to the east line of Section 24, Township 35 South, Range 39 East; thence run N00°04'59"W, along the said east line of Section 24, a distance of 61.32 feet to the said Southeast corner of the Northeast 1/4 and the POINT OF BEGINNING, less and excepting the North 48 feet of the East 1324.46 feet for canal right-of-way and less the East 40 feet for Jenkins Road.

Containing 23.8944 acres more or less.

G. R. 513 PAGE 639
SOM

EXHIBIT B

Beginning at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida; run S 00°05'06"E 705.96 feet; thence run S 89°51'30" W 288.46 feet; thence run N 10°09'50" W 50.62 feet; thence run N 03°06'31" W 207.26 feet; thence run N 01°16'06" W 449.22 feet; thence run N 89°51'30" E 317.53 feet to the P.O.B.

containing 5.00 acres, more or less.

750107

SEP 5 1930

FILE
ROSE
ST. LUCIE

13
119 211
This instrument prepared by
~~Charles L. Wood, Esq.~~
Charles L. Wood, Esq.
Altman, Kritzer & Levick, P.C.
6400 Powers Ferry Road, Suite 224
Atlanta, Georgia 30339

RECIPROCAL EASEMENT AND OPERATION AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATION AGREEMENT (the "Agreement") is made as of this 13 day of March, 1997, between **RK HOLDINGS**, a Florida general partnership, having an office at Plaza Center, 251A Royal Palm Way, Suite 300, Palm Beach, Florida 33480-4319 ("Landholder"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, having an office at 2455 Paces Ferry Road, Atlanta, Georgia 30339-9998 ("HD").

Preliminary Statement

Landholder is the owner in fee of certain real property located in Fort Pierce, St. Lucie County, Florida, consisting of several parcels shown on a certain plat dated February 1997, recorded in Plat Book 35, Page 31, of the Public Records of St. Lucie County, Florida (the "Plat"), being (i) approximately 6.12 acres more particularly described in Exhibit A-1 attached hereto (shown on the Plat as Parcel C, and described herein as the "Proposed Hotel Parcel"), (ii) approximately .9 acre more particularly described in Exhibit A-2 attached hereto (shown on the Plat as Parcel B1 and described herein as "Outparcel A"), and (iii) approximately 3.23 acres more particularly described in Exhibit A-3 attached hereto (shown on the Plat as a single Parcel B2, but described herein as "Outparcel B" and "Outparcel C"). As used herein, "Outparcel B" shall mean and refer to that portion of said Parcel B2 south of a line bisecting the curb cut onto said Parcel B2 from Jenkins Road (as shown on the Plat) and running from east to west the full width of said Parcel B2 and parallel to the northerly boundary line of said Parcel B2 (the "Curb Cut Centerline"), and "Outparcel C" shall mean and refer to that portion of said Parcel B2 north of the Curb Cut Centerline.

HD is the owner in fee of certain real property also located in Fort Pierce, St. Lucie County, Florida, consisting of approximately 14.24 acres (shown on the Plat as Parcel A, and described herein as the "HD Parcel"), contiguous to Landholder's Parcel. The HD Parcel is more particularly described in Exhibit B attached hereto. HD intends to construct on the HD Parcel a building containing approximately 98,280 square feet of ground floor area (exclusive of mezzanine), a garden area containing approximately 28,098 square feet of ground floor area, and truck loading docks, customer pickup and compactor facilities and related parking and site facilities in the areas indicated on the site plan attached hereto as Exhibit C (the "Site Plan").

The Proposed Hotel Parcel, Outparcel A, Outparcel B and Outparcel C are sometimes collectively referred to herein as "Landholder's Parcel." Outparcel A, Outparcel B and Outparcel C are sometimes collectively referred to herein as the "Outparcels." The Proposed Hotel Parcel, Outparcel A, Outparcel B, Outparcel C and the HD Parcel are herein collectively referred to as the "Parcels" or the "Project," and each individually as a "Parcel."

Landholder and HD have also entered into that certain Development, Escrow and Funding Agreement of even date herewith (the "Development Agreement"), pursuant to which Landholder and HD have set forth certain of their respective responsibilities related to the development of the Project and the costs of such development. Landholder and HD further recognize that for the most favorable development of the Project, it is necessary that they agree and cooperate with respect to the operation and maintenance of their Parcels and the facilities to be erected thereon. Landholder and HD therefore intend herein to grant to each other certain easements for pedestrian and vehicular ingress and egress over curb cuts, roadways, driveways and aisles for access and for delivery and to grant certain rights to install and maintain utility lines and site facilities. Landholder and HD also intend herein to provide for certain obligations and restrictions with respect to the operation and

Johanne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: **1537838** OR BOOK **1065** PAGE **1910**
Recorded: 03-14-97 12:32 P.M.

91070-4

FL96-471 CH

REYONN TEE
FIRST AMERICAN TITLE INSURANCE CO
25400 U.S. Highway 19 N., Suite 212
CLEARWATER, FL 34629

maintenance of their respective Parcels and the facilities constructed and to be constructed thereon. Such easements, obligations and restrictions shall run to the benefit of and bind the respective Parcels, and the owners from time to time of the Project or any portion thereof. The terms HD or Landholder shall be deemed to refer to such parties and the respective heirs, successors, grantees and assigns of such parties, and any net lessee of any Parcel or part thereof who has assumed all of the obligations of the owning party (individually the "Owner," or collectively, the "Owners"); provided however, that any other provision of this Agreement to the contrary notwithstanding, the liability of any Owner for obligations arising under this Agreement shall be limited in the manner set forth in Section 8.04 hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Landholder and HD hereby grant, covenant and agree as follows:

ARTICLE I - GRANT OF EASEMENTS

Section 1.01. Access Easements.

(a) The Owner of the HD Parcel hereby grants and conveys, to the Owner of Landholder's Parcel, for the benefit of Landholder's Parcel, a perpetual, non-exclusive easement and right to the use of the interior roadway, as shown on the Site Plan, lying and being on the HD Parcel extending from the westerly right-of-way line of Jenkins Road and continuing in a westerly direction along, and to the south of, the northerly boundary of the HD Parcel to the point where said roadway crosses the northerly boundary of the HD Parcel north of the proposed HD store building (in the area marked "Future Access" on the Site Plan), for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians. The roadway described in this Section 1.01(a) is sometimes referred to in this Agreement as the "East-West Drive."

(b) The Owner of the Outparcels hereby grants and conveys, to the Owner of the HD Parcel, for the benefit of the HD Parcel, a perpetual, non-exclusive easement and right to the use during the term of this Agreement of that portion of the interior driveway, as shown on the Site Plan, extending from Okeechobee Road in the south to the East-West Drive in the north lying and being on the Outparcels, for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians. The driveway described in this Section 1.01(b) is sometimes referred to in this Agreement as the "North-South Drive." The owner of the HD Parcel hereby grants and conveys, to the Owner of the Outparcels, for the benefit of the Outparcels, a perpetual, non-exclusive easement and right to the use during the term of this Agreement of that portion of the North-South Drive lying and being on the HD Parcel, for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians.

(c) The easements granted in this Section 1.01 and granted in Section 1.02 shall be for the benefit of, but not restricted solely to, the Owners of the HD Parcel, Landholder's Parcel (as to Section 1.01(a)) and the Outparcels (as to Section 1.01(b)), as the case may be, and each such Owner may grant the benefit of such easement to the tenants and other occupants of the HD Parcel, Landholder's Parcel (as to Section 1.01(a)) or the Outparcels (as to Section 1.01(b)), as the case may be, for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect or benefit any real property outside of the Project. Such easement areas are reserved for said use for the term of this Agreement. In particular, and without limiting the generality of the foregoing provisions of this Section 1.01(c), neither Landholder nor any other Owner of any portion of Landholder's Parcel may, at any time, (i) grant any additional easements, licenses or other rights of use across or with respect to any driveways or roadways on any Parcel including, without limitation, the East-West Drive and the North-South Drive, or (ii) convey, transfer, assign or grant the benefit of any of the easements granted in Section 1.01 or Section 1.02 of this Agreement to any other party or for the benefit of any other property.

(d) Landholder and HD acknowledge and agree that the westerly end of the East-West Drive will not be paved and completed to the boundary line of the Proposed Hotel Parcel at the time of the initial construction and development of the East-West Drive. Accordingly, Landholder and HD further acknowledge and agree that at such time as the Owner of the Proposed Hotel Parcel

develops the Proposed Hotel Parcel, such Owner shall be entitled to the benefit of the temporary construction easement set forth in Section 1.03 hereof for the purposes of paving and improving the balance of the East-West Drive lying and being on the HD Parcel to the boundary line of the Proposed Hotel Parcel, subject, however, to the additional provisions of this Section 1.01(d). Any pavement or other improvement of the balance of the East-West Drive shall be of a design and of workmanship comparable to that of the initially-constructed portions of the East-West Drive as then existing, so as to make the entire East-West Drive a single roadway of like construction. The Owners of the HD Parcel and the Proposed Hotel Parcel will cooperate in the completion of all such work, and such work shall be performed in such a manner as to minimize to the extent possible any interference with the operation of any business located on the HD Parcel and the operation of the East-West Drive. All then-existing driveways, roadways and parking areas shall be kept open and unobstructed at all times during such construction activity.

Section 1.02. Utility Easements. The Owner of the Outparcels hereby grants and conveys to the Owner of the HD Parcel, for the benefit of the HD Parcel, a perpetual easement in, to, over, under and across the Outparcels for the purpose of installation, operation, maintenance, repair, replacements, removal and relocation of (i) Drainage Facilities (as defined herein), and (ii) sanitary sewer pipes, septic systems, water and gas mains, electric power lines, telephone lines, and other underground utility lines (collectively, "Utility Lines"), to serve the facilities located on the HD Parcel. The initial location for the installation of Drainage Facilities and Utility Lines, and all other details concerning such installation, shall be determined pursuant to the Development Agreement and the plans and specifications described therein. The Owner of the HD Parcel hereby grants and conveys to the Owner of the Proposed Hotel Parcel, for the benefit of the Proposed Hotel Parcel, a perpetual easement in, to, over, under and across that portion of the HD Parcel identified herein as the East-West Drive, and areas of the HD Parcel immediately adjacent to the East-West Drive, for the purpose of installation, operation, maintenance, repair, replacements, removal and relocation of Utility Lines serving the Proposed Hotel Parcel, subject to the provisions of the immediately following paragraph.

The Owner of the HD Parcel or any designee served by such Utility Lines may operate, maintain and repair (and, if it does not interfere with the use of the granting Owner's Parcel, relocate) such Utility Lines, provided such repair and maintenance is performed expeditiously and only after five (5) business days' written notice to the granting Owner utilizing or serviced by said Utility Lines or the parking area to be affected by any construction work. Any relocation of Utility Lines, and the initial location of any Utility Lines serving the Proposed Hotel Parcel and to be located on the HD Parcel, shall be subject, as to location, to the approval of the granting Owner, which approval shall not be unreasonably withheld or delayed. The party performing construction, maintenance, repair or relocation shall use its commercially reasonable efforts to minimize any interference with the normal use of the affected Parcel and shall, at its cost and expense, repair any damage to and/or restore any improvements. In particular, and without limitation, any such construction, maintenance, repair or relocation affecting the East-West Drive shall be subject to the reasonable approval of the Owner of the HD Parcel, and such work shall be performed in such a manner as to minimize to the extent possible any interference with the operation of any business located on the HD Parcel and the operation of the East-West Drive. Each Owner shall indemnify and hold the granting Owner and any occupant of the granting Owner's Parcel harmless from any claims, damage or loss which may result from the activities in performing such maintenance, making such repairs or relocating its facilities.

Section 1.03. Temporary Construction Easement. In connection with any construction work to be performed in the development of the Project, each Owner hereby grants the other temporary easements for incidental encroachments upon the party's Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting the other party from the risks involved. In particular, and without limitation, Landholder hereby grants to HD such temporary construction easement, utility easements, grading easements and such other rights as are reasonably necessary on, over, under, through and across Landholder's Parcel as may be necessary or appropriate to enable HD to perform the "Work" as described in the Development Agreement. The party performing any work on the property of another party shall use its commercially reasonable efforts to minimize any interference with the normal use of the affected Parcel and shall, at its cost and expense, repair any damage to and/or restore any improvements.

Section 1.04. Storm Water Drainage Easement. (a) The Owner of the HD Parcel hereby grants and conveys, for the benefit of the Outparcels, as a burden upon the HD Parcel, perpetual, non-exclusive rights and easements to use, to impound storm water within, and to drain storm water through, the storm water drainage and retention facilities located or to be located or constructed upon the HD Parcel including, without limitation, (i) all pipes, ditches, flumes, culverts, inlets and other facilities for the drainage of storm water, (ii) the detention pond to be located in the westerly portion of the HD Parcel, and (iii) sheet flow of storm water from the Outparcels across the surface of the HD Parcel. The foregoing provisions of this Section 1.04 to the contrary notwithstanding, (i) the rights and easements granted and conveyed hereby shall not benefit any portion of the Proposed Hotel Parcel, and (ii) the grant and conveyance of such rights and easements pursuant to this Section 1.04, and the use and enjoyment thereof, shall in all events and at all times be subject to the standards and limitations set forth in, or established pursuant to, the Development Agreement. Such standards and limitations shall include, without limitation, specifications and restrictions concerning maximum flow rates, storm water volume and other factors. The foregoing provisions are not intended, however, to preclude natural storm water drainage, following the grading of the HD Parcel, from the Proposed Hotel Parcel onto adjacent properties including, without limitation, the HD Parcel.

(b) The storm water drainage and retention facilities described in Section 1.04(a) above, together with all such storm water drainage and retention facilities located on the Outparcels, are collectively referred to herein as the "Drainage Facilities." Any other provision of this Agreement to the contrary notwithstanding, the Drainage Facilities shall be common property and shall be maintained by the Association (as defined herein) as further described in Section 1.05 below.

Section 1.05. Canal and Drainage Facilities Maintenance

(a) In connection with the development of the Project, a certain drainage canal (the "Canal") operated by the North St. Lucie River Water Control District (the "District") in the vicinity of the Project was relocated. Such relocation included, without limitation, the grant of easements by Landholder to the District (prior to the conveyance of the HD Parcel from Landholder to HD) by means of the Plat, with a retained reservation of the right to use the easement area in any manner that will not be inconsistent with the easement, pursuant to which a portion of the Canal was or will be directed through underground pipe crossing portions of the Parcels. Such easement areas are collectively referred to herein as the "Canal Relocation Area." To provide for the repair and maintenance of that portion of the Canal lying and being within the Canal Relocation Area (the "Relocated Canal"), the District has entered into or will enter into an agreement (together with any successor or replacement instrument thereto, the "Canal Maintenance Agreement") with RK-HD Owners Association, Inc., a Florida not-for-profit corporation (the "Association"), pursuant to which the Association shall perform such repair and maintenance. The Association shall also perform all repair and maintenance of the Drainage Facilities, as further described in and subject to Section 1.05(e) below. Landholder and HD, and their successors and assigns, shall at all times during their ownership (but only during their ownership) of any Parcel in which the Canal Maintenance Agreement, or any successor or substitute agreement, remains in effect, be required to be members of the Association, and shall cooperate with the Association in carrying out its obligations under the referenced Maintenance Agreement.

(b) As further determined pursuant to the Canal Maintenance Agreement and the Bylaws of the Association, the Association shall (i) promulgate a budget for the initial, partial calendar year of the term of the Canal Maintenance Agreement to provide for the payment of any and all costs or expenses incurred by the Association in the exercise of its operations and in performing the repair, upkeep, inspection, care and maintenance of the Relocated Canal (collectively, "Maintenance Expenses"), (ii) promulgate a Maintenance Expenses budget annually for each calendar year thereafter during the term of the Canal Maintenance Agreement, (iii) based upon the foregoing budgets, establish an annual charge to be assessed by the Association to all Owners to provide for payment of the Maintenance Expenses expected to be incurred by the Association during the applicable calendar year (each an "Annual Assessment"), and (iv) establish from time to time any special charges to be assessed by the Association to all Owners to provide for payment of expenses incurred by the Association for extraordinary, non-budgeted items or for capital expenses (as determined under generally accepted accounting principles consistently applied) incurred by the Association (each a "Special Assessment"). Annual Assessments and Special Assessments are sometimes collectively

referred to herein as "Assessments." The amount of any Assessment applicable to a particular Parcel shall be determined by multiplying the aggregate amount of such Assessment by a fraction, the numerator of which shall be the acreage of such Parcel, and the denominator of which shall be equal to the aggregate acreage of all Parcels.

(c) Unless otherwise provided by the Association, each Owner shall pay to the Association each Annual Assessment and each Special Assessment not later than thirty (30) days after receipt of an invoice therefor. Any Annual Assessment or Special Assessment not paid within such thirty (30) day period shall bear interest from the due date at the Interest Rate (as defined in Section 6.01 hereof).

(d) Landholder and HD hereby covenant and agree, and each subsequent Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (i) the Annual Assessment applicable to such Parcel or Parcels owned by such Owner, and (ii) any Special Assessment applicable to such Parcel or Parcels owned by such Owner. Each Annual Assessment applicable to a Parcel and each Special Assessment applicable to a Parcel, together with interest, costs, and reasonable attorneys' fees incurred in connection with the collection of any Assessment or the enforcement of any Assessment lien, shall be a charge on such Parcel and shall be a continuing lien upon such Parcel. Each such assessment, together with such interest, costs, and reasonable attorneys' fees, shall also be the obligation of the person or entity who or which was the Owner of such Parcel at the time when the Assessment fell due (subject, however, to Section 8.04 of this Agreement). The obligation for delinquent Assessments shall not pass to the successors in title of such person or entity unless expressly assumed by such successors, but the lien upon such Parcel shall run with the land.

(e) As indicated above, it shall be responsibility of the Association to operate, repair and maintain the Drainage Facilities. The Bylaws of the Association shall provide that the method for assessing and collecting Assessments for the cost of operating, maintaining and repairing the Drainage Facilities shall be the same as are applicable to the Maintenance Expenses for the Relocated Canal, as described in Section 1.05(b) above. Any proposed amendment to the Articles of Incorporation or Bylaws of the Association, or to this Agreement, which would affect the Drainage Facilities shall be submitted to the South Florida Water Management District ("SFWMD") for a determination of whether such amendment requires a modification of the surface water management permit issued by SFWMD with respect to the Drainage Facilities, a copy of which shall be attached to the Bylaws of the Association. The Association's registered agent shall maintain copies of all further SFWMD permitting actions for the benefit of the Association. The Bylaws and other rules and regulations of the Association shall continue in existence for not less than twenty-five (25) years, with automatic renewal periods thereafter.

Section 1.06. Agreement Regarding Pylon Sign. (a) Landholder acknowledges that HD intends to construct, use and maintain a pole-mounted pylon structure and sign on the HD Parcel in the area indicated on the Site Plan, for the exclusive benefit of HD, with a total height of not less than thirty (30) feet and with HD's signage panels on each side thereof measuring not less than fourteen (14) feet by fourteen (14) feet (provided, however, that the bottom of the sign panel shall be located not less than sixteen (16) feet above the grade level of the ground at the location of such structure). HD may make changes to and/or replace such pylon structure and/or sign (provided, however, that the bottom of the sign panel shall be located not less than sixteen (16) feet above the grade level of the ground at the location of such structure), so long as all necessary governmental approvals are obtained therefor. HD shall have reasonable access to those portions of Landholder's Parcel in the vicinity of the referenced pylon sign for purposes of erecting, illuminating, maintaining, repairing and/or replacing the pylon structure or its pylon sign. The specific description of the foregoing pylon structure and sign in this Section 1.06 shall not be deemed to restrict or limit in any manner the construction, use or maintenance of other sign structures on the HD Parcel.

(b) Landholder covenants and agrees that no sign extending more than twelve (12) feet above the grade level of the ground at the location of the HD sign described in Section 1.06(a) above shall be erected on any portion of Outparcel B south of a line connecting the northernmost point of the HD pylon structure described in Section 1.06(a) above, and as shown on the Site Plan, with the southeast corner of Outparcel B.

Section 1.07. Agreement Regarding Directional Signs. Landholder acknowledges that HD intends to construct, use and maintain a monument structure and sign (the "HD Monument") in the area adjacent to the intersection of the East-West Drive and Jenkins Road. HD shall have reasonable access to those portions of Landholder's Parcel in the vicinity of the HD Monument for purposes of erecting, illuminating, maintaining, repairing and/or replacing the HD Monument. HD hereby agrees that the Owner of the Proposed Hotel Parcel shall have the right to construct, use and maintain a small directional sign (the "Directional Sign"), for the sole benefit of the Proposed Hotel Parcel, in the area adjacent to the intersection of the East-West Drive and Jenkins Road, at the northwest corner of such intersection; provided, however, that (i) the exercise of such right shall not interfere with or hinder the ability of HD to construct, use and maintain the HD Monument, and (ii) the Directional Sign shall in no event be located between the HD Monument and Okeechobee Road. The Owner of the Proposed Hotel Parcel shall have reasonable access to those portions of the HD Parcel in the vicinity of the Directional Sign for purposes of erecting, illuminating, maintaining, repairing and/or replacing the Directional Sign. The specific description of the foregoing structures and signs in this Section 1.07 shall not be deemed to restrict or limit in any manner the construction, use or maintenance of other sign structures.

Section 1.08. Legal Descriptions. This Agreement may be subsequently amended to define with specificity the legal description of all or any portion of the areas subject to the easements established hereby; provided however, that such amendment shall be subject to the requirements of Section 10.01(f) hereof.

Section 1.09. Restrictions. The easements granted by this Article I shall be subject to the covenants and restrictions set forth in Article III.

ARTICLE II - MAINTENANCE AND OPERATION

Section 2.01. Maintenance and Repair.

(a) Each Owner shall maintain, repair and replace all improved portions of its respective Parcel, so as to keep such areas at all times in a safe, sightly and good condition, subject only to the provisions of Section 2.03 with respect to the operation, maintenance, repair and replacement of the Common Facilities (as defined herein).

(b) Each Owner shall be responsible for keeping its own Parcel clean and free from refuse and rubbish. Any landscaped areas on the respective Parcels shall be mowed and otherwise tended to by the Owner thereof.

(c) Each Owner shall service, maintain, repair and replace, and pay the cost of any fees or charges in connection with the Utility Lines located on its Parcel to the extent that such Utility Lines service the improvements on that Parcel. Maintenance of any portion of any Utility Lines serving more than one Parcel shall be governed by Section 2.03 hereof. The provisions of this Section 2.01 and of Section 2.03 shall not apply to any Utility Line or portion thereof which has been dedicated to and accepted by any public or governmental authority or public utility having jurisdiction thereof which shall maintain such dedicated and accepted Utility Line (collectively, "Dedicated Lines").

(d) Each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its respective Parcel.

(e) Each Owner shall cause all buildings and improvements located on its Parcel to comply with all applicable requirements of law and governmental regulation applicable thereto; provided however, that an Owner may contest any such law or regulation so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of all or any portion of the areas subject to the easements granted hereby for their intended purposes.

Section 2.02. Operation and Lighting

(a) The East-West Drive and the North-South Drive shall be kept open seven days a week at all times and lighted after dusk until 11:00 p.m. ("Normal Lighting Hours"). Controls for the lighting systems for the East-West Drive and the North-South Drive shall be separate from the controls for the lighting systems serving the remainder of the Parcels. Any Owner or occupant of a Parcel (the "Requesting Party") may request the exterior lights on the East-West Drive or the North-South Drive to be kept lighted after Normal Lighting Hours if such Owner or occupant reimburses the requested Owner (the "Requested Party") for the additional costs incurred with respect thereto, which costs shall be shared on a pro rata acreage basis with any other occupant which remains open during such additional hours, provided that the Requesting Party gives the Requested Party not less than fifteen (15) days prior written notice of such request, stating the period during which its requests that the lights be kept operating (the "Additional Lighting Period"). The Requesting Party shall deliver to the Requested Party, prior to the beginning of the Additional Lighting Period, a prepayment for the costs of such additional lighting (the "Prepayment") calculated in the following manner:

- (i) If the Additional Lighting Period is to be less than thirty (30) days, the Prepayment shall be one hundred ten percent (110%) of the reasonable cost of such additional lighting (including, without limitation, electrical power and increased personnel costs) as estimated by the Requested Party; and
- (ii) If the Additional Lighting Period is to be more than thirty (30) days, the Prepayment shall be one hundred ten percent (110%) of the reasonable cost (including, without limitation, electrical power and increased personnel costs) for the initial thirty (30) days of the Additional Lighting Period as estimated by the Requested Party, and the Requesting Party shall deliver an additional Prepayment to the Requested Party before the end of each successive thirty (30) day period during the Additional Lighting Period.

As soon as is practicable following the end of the Additional Lighting Period, the actual costs incurred with respect to the additional lighting shall be compared with the aggregate amount of Prepayments made, and the Requesting Party shall promptly pay to the Requested Party any deficiency, or the Requested Party shall promptly refund to the Requesting Party any surplus, as the case may be. Similar comparisons and adjustments (including, without limitation, adjustments in the amount of any Prepayments subsequently due) may be made by the Requested Party in its discretion from time to time during any Additional Lighting Period longer than thirty (30) days. Upon the failure of the Requesting Party to pay any amounts due under this Section 2.02(a), in addition to all other rights and remedies which may be available, the Requested Party shall have the right to discontinue the additional lighting. Any request for additional lighting may be withdrawn, terminated or modified by written notice from the Requesting Party to the Requested Party.

(b) The foregoing provisions of Section 2.02(a) to the contrary notwithstanding, all exterior lighting fixtures and facilities serving the driveways, roadways and parking areas on the Outparcels (including, without limitation, the North-South Drive) shall (i) initially be high-pressure sodium lighting fixtures and facilities, (ii) not exceed an average lighting output of three (3) foot candles, (iii) at all times be subject to the requirements, specifications and restrictions set forth in or established pursuant to the Development Agreement, (iv) be operated, maintained and controlled solely by HD as further described in Section 2.03 hereof.

Section 2.03. Management of Common Facilities

(a) The Owners hereby appoint HD and any successor Owner of the HD Parcel as the managing Owner (the "Managing Owner") to perform or to provide for the performance by a third-party contractor of the services described in this Section 2.03. The party or parties actually performing such services shall be referred to herein as the "Manager." The Manager shall perform the operation, maintenance, repair and replacement of the Common Facilities (as defined below). Each Owner shall pay its respective Share (as defined below) of the costs incurred in performing such services; provided, however, that any expenditure costing \$10,000.00 or more in which another Owner must share for a repair or replacement shall require the prior approval of each such Owner. As used herein the term "Share" shall mean a fraction, the numerator of which shall be the acreage

of such Owner's Parcel, and the denominator of which shall be equal to the aggregate acreage of all Parcels.

(b) "Common Facilities" shall mean (i) all driveways and roadways, any Utility Lines serving both the HD Parcel and any other Parcel (except Dedicated Lines), and all related improvements, facilities, installations and equipment, located within the areas subject to the easements granted in Sections 1.01, 1.02 and 1.04 hereof, (ii) all exterior light fixtures and facilities located on the HD Parcel, and (iii) those exterior light fixtures and facilities located on the Outparcels which illuminate the East-West Drive and the North-South Drive.

(c) Each Owner other than the Managing Owner shall reimburse the Managing Owner for such Owner's Share of all actual costs incurred in operating, maintaining, repairing and replacing the Common Facilities (including, without limitation, all utility charges incurred for the operation of the light fixtures and facilities described in Section 2.03(b)(ii) above) as well as all capital expenditures (as determined in accordance with generally accepted accounting principles consistently applied) incurred in connection therewith (collectively, "Common Maintenance Costs"), subject to the limitation set forth in Section 2.03(a) above and further subject to Section 2.03(e) and Section 2.03(f) below. Each such Owner shall pay to the Managing Owner its respective Share of Common Maintenance Costs not later than thirty (30) days after receipt of an invoice therefor. Any amounts not paid within such thirty (30) day period shall bear interest from the due date at the Interest Rate (as defined in Section 6.01 hereof), and failure of any Owner to pay any such amount within such thirty (30) day period shall entitle the Managing Owner to exercise the rights and remedies set forth in Article VI hereof.

(d) The Manager shall retain its records relating to the Common Maintenance Costs for not less than twenty-four (24) months. Upon reasonable prior written notice to the Manager, any Owner shall have the right, during the twenty-four (24) month period following the end of the calendar year for which Common Maintenance Costs are in question, to inspect (at such Owner's cost and expense) the Manager's records relating to such costs. Appropriate adjustments, with corresponding reimbursements or additional payments of an Owner's Share of such adjustments, as the case may be, shall be made with respect to errors in the computation of such Common Maintenance Costs revealed by such inspection.

(e) Any other provision of this Agreement to the contrary notwithstanding, the acreage of the Proposed Hotel Parcel shall not be considered in the calculation of each Owner's Share and no Share shall be attributed or charged to the Proposed Hotel Parcel with respect to:

- (i) any Common Maintenance Costs until the Proposed Hotel Parcel, or the majority thereof, is transferred, conveyed or leased by Landholder (except to an Affiliate (as defined herein) of Landholder), or developed with improvements, whichever first occurs; or
- (ii) any Common Maintenance Costs, at any time, related to the facilities described in Section 1.04 of this Agreement.

(f) Any other provision of this Agreement to the contrary notwithstanding, no Share shall be attributed or charged to Landholder's Parcel with respect to any Common Maintenance Costs related to that portion of the East-West Drive located westerly of the its intersection with the North-South Drive until the Proposed Hotel Parcel, or the majority thereof, is transferred, conveyed or leased by Landholder (except to an Affiliate (as defined herein) of Landholder), or developed with improvements, whichever first occurs.

(g) As used in this Section 2.03, the term "Affiliate" shall mean any parent or subsidiary entity of Landholder (or any individual partner of Landholder), and any person who or entity which controls, is controlled by or is under common control with Landholder (or any individual partner of Landholder), whether through ownership, voting control, trust powers or powers of appointment, or otherwise.

(h) The Manager or the Managing Owner shall, within a reasonable time after a request therefor, but not more often than two (2) times within any twelve (12) month period with respect to

any Owner, furnish a certificate signed by an officer or authorized agent of the Manager or the Managing Owner, as the case may be, setting forth whether the Share of Common Maintenance Costs attributable to a specified Parcel has been paid, the date of last payment and, if any such amounts have not been paid, the amount due and payable with respect to such Parcel.

ARTICLE III - COVENANTS AND RESTRICTIONS

Section 3.01. Restrictions. Landholder's Parcel (and, as expressly set forth in Subsection (b) below with respect to cross-parking and self-sufficiency, the HD Parcel) shall be subject to the following restrictions which shall be binding on each Owner of any portion of Landholder's Parcel and each of its tenants, occupants, employees, agents or invitees:

(a) No obstruction to the free flow of traffic and use of the East-West Drive or the North-South Drive shall be permitted, except to the extent, if any, indicated on the Site Plan or herein expressly provided for. The foregoing provisions to the contrary notwithstanding, the Owner of the HD Parcel shall have the right, from time to time, (i) to block or close such driveways and roadways, as now or hereafter located in accordance herewith, at such time and in such manner as is necessary or appropriate, in the reasonable opinion of such Owner or its counsel, to prevent dedication of such driveways and roadways to the public as public rights-of-way or streets and (ii) temporarily to block or close the driveways and roadways as reasonably necessary to perform repairs and maintenance thereto or as reasonably necessary in connection with alterations, improvements, repairs or maintenance on the balance of the HD Parcel or the Common Facilities.

(b) Sufficient parking facilities to meet all applicable legal requirements (without the issuance of any variance, special permit or similar exemption, privilege or authorization), and to meet any additional practical requirement (in excess of such applicable legal requirements) resulting from the particular use of any Parcel, shall be located on and wholly within the boundaries of each of the Proposed Hotel Parcel, Outparcel A, Outparcel B and Outparcel C, no cross-parking shall be permitted between any of such Parcels and the HD Parcel or between the HD Parcel and any of such Parcels, and the HD Parcel shall be self-sufficient with regard to parking facilities without regard to any parking on the other Parcels. Each Owner reserves the right, at any time and from time to time, to exclude any person from parking upon such Owner's Parcel in violation of the foregoing restrictions and to exercise any other available right or remedy to enforce such restrictions.

(c) Any construction on any portion of Landholder's Parcel shall be conducted in a manner which will limit to the maximum extent practicable any interference with the operation of the remainder of the Project, and no construction on any portion of Landholder's Parcel shall unreasonably interfere with the use, occupancy or enjoyment of any portion of the remainder of the Project.

(d) No portion of Landholder's Parcel shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(e) No portion of Landholder's Parcel may be leased, used or occupied as a health spa or exercise facility; theater, movie theater; bowling alley; billiard parlor; funeral parlor; flea market; industrial manufacturing; automobile dealership; discotheque; skating rink; bar (other than incidental to and located within the premises of a business operated primarily as a restaurant); adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor, so-called "head shop"; unsupervised amusement arcade or game room; body and fender shop; car wash (except as an amenity to a service station located thereon); off-track betting parlor; or restaurant or fast food operation incorporating coin-operating amusements or showing movies to its customers thereof other than as an incidental or immaterial part of its business.

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(f) No portion of any Outparcel may be used for (i) general offices in excess of 1,500 square feet; or (ii) a home improvement center or for the sale of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper, carpeting, floor coverings, cabinets, siding, ceiling fans, gardening supplies, nursery products, furniture and pool supplies and other related items customarily carried by a home improvement center except for the incidental sale of such items.

(g) There shall be no promotion, entertainment, amusement or other activities on Landholder's Parcel, including the sidewalks immediately adjacent to premises occupied by merchants, which would interfere with the use of the easement areas and related facilities for their intended purposes.

(h) Upon the initial development of each Outparcel and continuously thereafter, the Owner of each Outparcel shall construct and maintain a permanent, continuous curb along the boundary of such Outparcel with the remainder of the Project; provided that no such curb shall encroach in any manner upon the East-West Drive or the North-South Drive. Curb cuts may be made between each Outparcel and the remainder of the Project only in the locations shown on the Site Plan; provided, however, that subject to the reasonable approval of the Owner of the HD Parcel as to location and subject to compliance with all governmental requirements, (i) two (2) curb cuts in the aggregate may be made onto the North-South Drive along the westerly boundary of the Parcel designated on the Plat as Parcel B2, and (ii) one (1) curb cut may be made from Outparcel A onto the North-South Drive and one (1) curb cut may be made from Outparcel A onto the adjacent accessways located on the HD Parcel (and in the event such latter curb cut is constructed, the Owner of Outparcel A shall also have a perpetual, non-exclusive easement and right to the use of that portion of such accessways on the HD Parcel from the curb cut to the North-South Drive). Other curb cuts between any Outparcel and the remainder of the Project may be made, if at all, only with the mutual consent and approval of the Owners of the HD Parcel and the affected Outparcel. There shall be no free flow of vehicular ingress and egress from the Outparcels to the HD Parcel, or from the Outparcels to any interior driveway, except through permitted curb cuts. Any other provision hereof to the contrary notwithstanding, a curb cut shown on the Site Plan and/or the Plat as being located on the north side of Outparcel C at the "50' x 25' LIFTSTATION EASEMENT" shall not provide vehicular access to Outparcel C but shall be for the sole purpose of providing access to the facilities operated pursuant to such liftstation easement.

(i) No building constructed on Outparcel B shall exceed a single story in height or seven thousand (7,000) square feet in floor area.

(j) The parties acknowledge that a certain lake (the "Lake") is located adjacent to and along the northerly boundary of the Proposed Hotel Parcel and forms a part of the drainage system (which includes the Canal) operated by the District. Except as provided in this Section 3.01(j), no Owner of any portion of Landholder's Parcel shall cause or permit the deposit or discharge of any substantial amounts of materials or substances (other than surface water, water flowing from the Canal, or other materials incidentally mixed and flowing with any such water) into, or the filling of, any portion of the Lake without the consent of the District. The foregoing provision to the contrary notwithstanding, however, this Section 3.01(j) shall not prohibit, or require the consent of the District with respect to, the incidental discharge into the Lake of sand, sediment or similar natural materials in non-substantial amounts in connection with (i) the construction, operation and maintenance of the East-West Drive, or (ii) other lawful activities conducted in the development, operation and maintenance of any Parcel.

(k) It is the intention of Landholder that all portions of the Lake owned by Landholder ("Landholder's Lake Areas") be publicly dedicated for drainage purposes (together with those other areas described in the Plat as "Drainage Properties" and publicly dedicated thereby). Landholder hereby conveys to the District, and its successors and assigns, a perpetual non-exclusive easement, in common with Landholder, and its successors and assigns (including, without limitation, HD), in and to Landholder's Lake Areas for storm water drainage purposes. Landholder hereby reserves, for itself and its successors and assigns

(including, without limitation, HD), all easement rights which are necessary or appropriate for the construction and maintenance of the Canal and related storm water drainage improvements within Landholder's Lake Areas. Landholder further reserves, for itself and its successors and assigns (including HD but only as to storm water drainage and such other uses as may be required by the District, SFWMD or other governmental authority having jurisdiction thereof), the right to freely traverse and to use for recreational purposes Landholder's Lake Areas, as well as the right to use all of Landholder's Lake Areas for all other purposes including, without limitation, storm water drainage, not inconsistent with this grant of easement by Landholder to the District.

ARTICLE IV - LIABILITY AND INDEMNIFICATION

Section 4.01. Liability Indemnification. Each Owner shall indemnify and hold every other Owner, tenant, and occupant of the Project harmless (except for loss or damage resulting from the tortious acts of such other parties) from and against any damages, liability actions, claims, and expenses (including attorneys' fees in a reasonable amount) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon such Owner's Parcel, or occasioned wholly or in part by any act or omission of said Owner, its tenants, agents, contractors, employees, or licensees.

Section 4.02. Liability Insurance. Each Owner shall maintain or cause to be maintained public liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of such Owner's Parcel by the Owner and its tenants, agents, contractors, employees, licensees, customers and invitees, of such Owner or the occupants of its Parcels except as herein provided. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State in which the Project is located and having limits for loss of life or bodily injury in the amounts of not less than \$500,000 for each person and \$1,000,000 for each occurrence and \$500,000 for property damage for each occurrence. Each Owner shall maintain or cause to be maintained contractual liability insurance specifically endorsed to cover said Owner's agreement to indemnify as set out in Section 4.01. Notwithstanding the foregoing, any Owner or party responsible to maintain such insurance may "self insure," or provide for a deductible from said coverage related to the Parcel, to the extent of one percent (1%) of the net worth of said Owner or party in its last annual or fiscal year as certified by an independent certified public accountant and computed in accordance with generally accepted accounting principles consistently applied. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Each Owner shall, upon written request from the other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of a self-insurance capacity as hereinabove provided, as the case may be. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, agents, tenants or occupants.

ARTICLE V - CASUALTY AND EMINENT DOMAIN

Section 5.01. Casualty.

(a) If any of the buildings located on any Parcel is damaged or destroyed by fire or other cause, the Owner of such building shall promptly cause either: (i) the repair, restorations, or rebuilding of the building so damaged or destroyed, or (ii) the razing of any damaged building, the filling of any excavation, and performance of any other work necessary to put such portion of the Project in a clean, sightly and safe condition.

(b) In the event any improvements subject to the easements granted hereby are damaged or destroyed, the Owner of the Parcel to which such damage has occurred shall promptly cause the repair, restoration or rebuilding of the improvements to their previously improved condition and restore such other areas to the extent necessary to avoid interference with the use, and enjoyment of the easements and rights granted hereby and to adhere to any required parking ratios required by law and as set forth herein.

Section 5.02. Eminent Domain. In the event the whole or any part of the Project shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Parcel which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Parcel taken. In the event of a partial Taking, the Owner of the portion of the Project so taken shall restore the improvements located on the easement areas of the Owner's Parcel as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner and any portion of any condemnation award necessary therefor shall be applied for such purpose.

ARTICLE VI - REMEDIES

Section 6.01. Self-Help; Lien Rights; Disputes.

(a) If any Owner shall default in the performance of an obligation of such Owner (such Owner being herein called a "Defaulting Owner"), which default materially affects the Owner of another Parcel or any occupant thereof (an "Affected Party"), such Affected Party, in addition to all other remedies it may have at law or in equity, after ten days' prior written notice to the Defaulting Owner and any first Mortgagee or SL Lessor as herein defined (or in the event of an emergency after such notice as is practical under the circumstances), shall have the right to perform such obligation on behalf of the Defaulting Owner. In such event, the Defaulting Owner shall promptly reimburse the Affected Party the cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of (i) two percent in excess of the prime lending rate charged by Citibank, N.A., for commercial loans of its most preferred commercial customers or (ii) the highest rate permitted by applicable law (the "Interest Rate").

(b) Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Parcel and improvements thereon owned by the Defaulting Owner, which lien shall be effective upon the recording of a notice thereof in the Office of the Clerk or Registrar of the County in which the Project is located. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") which is of record prior to the date upon which notice of the lien is filed in said Clerk's office, and to the interest of any party who has purchased the Parcel and leased it back to the preceding Owner ("SL Lessor"), or its subsidiary or affiliate, on a net lease basis with the lessee assuming all obligations thereunder in what is commonly referred to as a "sale leaseback" transaction (a "SL Lease") under a SL Lease entered into prior to the date upon which notice of the lien is filed in said Clerk's office; and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such First Mortgage or assignee of such SL Lease shall take title subject only to liens thereafter accruing pursuant to this Section 6.01.

Section 6.02. Injunctive and Other Remedies. In the event of a breach by any Owner of any obligation of this Agreement, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach; the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement may be set aside upon the petition of the other Owners of portions of the Project. Any

costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by Defaulting Owner and, if recorded without effective dispute, shall constitute a lien against the land, and improvements thereon, or the interests therein, until paid.

Section 6.03. Non-Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

Section 6.04. Non-Terminable Agreement. No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Project, and any improvements thereon.

Section 6.05. Force Majeure. In the event any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 6.06. Lien Related to Initial Improvements. Pursuant to the Development Agreement, (i) HD is to make certain on-site and off-site improvements to the Project in connection with the initial development thereof, and (ii) Landholder is to reimburse HD for its pro rata share of the costs of such improvements (the "Landholder Reimbursements"). Landholder, for the Proposed Hotel Parcel, Outparcel A, Outparcel B and Outparcel C, hereby covenants and agrees, and each subsequent owner of any of such Parcels by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to HD, the Landholder Reimbursements, as determined in accordance with the Development Agreement and at such times as required thereby. The Landholder Reimbursements applicable to a Parcel, but only such Parcel, together with interest, costs, and reasonable attorneys' fees incurred in connection with the collection thereof and the enforcement of the lien granted hereby, shall be a charge on such Parcel and shall be a continuing lien upon such Parcel which shall run with the land.

ARTICLE VII - TERM

Section 7.01. Term. This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law.

ARTICLE VIII - EFFECT OF INSTRUMENT

Section 8.01. Mortgage Subordination. Any mortgage or deed of trust affecting any portion of the Project shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement, subject to Section 6.01 hereof. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of

trust lien on its Parcel, other than mortgage or deed of trust liens that are expressly subordinate to the lien of this Agreement.

Section 8.02. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto but also as Owner of a portion of the Project and shall constitute equitable servitude on the portion of the Project owned by such party appurtenant to and for the benefit of the other portions of the Project. Any transferee of any part of the Project shall automatically be deemed, by acceptance of the title to any portion of the Project, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the then Owner or Owners of all other portions of the Project to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Project so conveyed that remain unsatisfied.

Section 8.03. No Third-Party Beneficiaries; Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever. Nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any public or private benefits, rights or remedies under or by reason of this Agreement.

Section 8.04. Responsibility. Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on the Proposed Hotel Parcel, Outparcel A, Outparcel B, Outparcel C and the HD Parcel, as the case may be, and such liability and responsibility shall not result in a personal deficiency judgment or other personal money judgment against a party to this Agreement.

Section 8.05. Effect of Subdivision. Landholder and HD acknowledge and agree that those Parcels described herein as Outparcel B and Outparcel C have not been formally subdivided, but in fact comprise the single Parcel B2 shown on the Plat. The identification herein of such portions as separate Outparcels is strictly for the convenience of the parties hereto and for the purpose of identifying portions of such Parcel B2 which may be separately affected by this Agreement. This Agreement shall not create any rights with respect to the separate use, demise or conveyance of the portions of such Parcel B2 described herein as Outparcel B and Outparcel C, and any such use, demise or conveyance shall continue to be subject to all legal and regulatory requirements, and all rights of the Owners or other affected parties, applicable with respect to the actual subdivision of such Parcel B2. The terms, conditions and provisions of this Agreement applicable to Outparcel B and Outparcel C (as described herein) including, without limitation, any restrictions imposed on Outparcel B or Outparcel C, shall continue to apply to Outparcel B and Outparcel C as specifically described and defined in this Agreement, notwithstanding any actual subdivision of such Parcel B2 into parcels of different dimensions or descriptions.

ARTICLE IX - NOTICES

Section 9.01. Notices. Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice, on the third business day following the date of such mailing:

If to Landholder: RK Holdings
Attention: Mr. Sidney Kohl
305 Royal Poinciana Plaza
Palm Beach, Florida 33480

With a copy to: Mr. Paul Rhodes
Plaza Center
251A Royal Palm Way
Suite 300
Palm Beach, Florida 33480-4319

With a copy to: James S. Levin, Esq.
Michael, Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4108

If to HD: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339-9998
Attention: Legal Department

With a copy to: Charles L. Wood, Esquire
Altman, Kritzer & Levick, P.C.
Powers Ferry Landing, Suite 224
6400 Powers Ferry Road, N.W.
Atlanta, Georgia 30339

ARTICLE X - MISCELLANEOUS

Section 10.01. Miscellaneous.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State in which the Project is located.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by (i) the Owner of the HD Parcel and (ii) the Owner or Owners of those other Parcels comprising at least a majority of the aggregate acreage of such other Parcels. The foregoing provision to the contrary notwithstanding, no such amendment or modification of this Agreement may impose any material obligation, or materially increase any existing obligation, upon any Owner which has not executed, or otherwise consented in writing to, such amendment or modification. This Agreement shall not be otherwise amended, modified or terminated during the term hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OR BOOK 1065 PAGE 1925

LANDHOLDER:

RK HOLDINGS, a Florida general partnership

WITNESSES:

By: *Sidney Kohl*
SIDNEY KOHL, General Partner

Nanette K Norton
Name: NANETTE K. NORTON

Enaid J. Baker
Name: ENAID J. BAKER

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS:

The foregoing instrument was acknowledged before me this 7th day of MARCH February, 1997, by SIDNEY KOHL, General Partner of RK HOLDINGS, a Florida general partnership, on behalf of said partnership. He personally appeared before me, and is personally known to me or produced as identification.

[NOTARIAL SEAL]



LESLIE P MOSS
My Comm Exp. 6/05/98
Bonded By Service Inc
No. CC378935
 Personally Known Other

Notary: *Leslie P Moss*
Print Name: LESLIE P MOSS
Notary Public, State of FLORIDA
My commission expires: 6-5-98

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

HD:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

WITNESSES:

James G. Russell
Name: James A. Russell *for*

By: L.A. Smith
Name: L. A. SMITH
Title: VICE PRESIDENT LEGAL

Suzanne Fetting
Name: SUZANNE FETTING

James G. Russell
Name: James A. Russell

Attest: Joanna Paulsen
Name: JOANNA PAULSEN
Title: Assistant Secretary

Suzanne Fetting
Name: SUZANNE FETTING

[CORPORATE SEAL]



STATE OF GEORGIA)
COUNTY OF COBB)

SS:

The foregoing instrument was acknowledged before me this 26 day of February 1997, by L. A. Smith as Vice President - legal of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. He ~~she~~ they personally appeared before me, and is/ ~~are~~ are personally known to me, or produced identification as

[NOTARIAL SEAL]



Notary: Vida Upton-Cherry
Print Name: Vida UPTON-CHERRY
Notary Public, State of Georgia
My commission expires: _____

Notary Public, Cobb County, Georgia
My Commission Expires February 21, 2001

CONSENT, JOINDER AND SUBORDINATION
OF LENDER

OR BOOK 1065 PAGE 1928

The undersigned, SIDNEY KOHL ("Lender"), is the owner and holder of that certain Mortgage and Security Agreement from FP-95 Associates, a Florida general partnership, to Ohio Savings Bank, an Ohio corporation, dated as of September 5, 1986, recorded September 5, 1986, in Official Records Book 513, Page 641, of the Public Records of St. Lucie County, Florida, as modified by and Amendment to Note and Mortgage dated December 23, 1986, recorded December 23, 1986, in Official Records Book 526, Page 777, of the Public Records of St. Lucie County, Florida, and re-recorded December 31, 1986, in Official Records Book 529, Page 157, of the Public Records of St. Lucie County, Florida, and as assigned to the undersigned by and Assignment of Loan dated December 31, 1986, recorded December 31, 1986, in Official Records Book 526, Page 773, of the Public Records of St. Lucie County, Florida, as the same may have been further amended (the "Mortgage").

Lender, as the owner and holder of the Mortgage, hereby joins in, consents to and subordinates the Mortgage to, the foregoing Reciprocal Easement and Operation Agreement (the "REA") to which this Consent, Joinder and Subordination is attached, and Lender further acknowledges its consent to, joinder in and subordination of the Mortgage to the Development Agreement (as defined in the foregoing REA), and Lender agrees that all of its right, title and interest in and to the real property comprising Landholder's Parcel existing by virtue of the Mortgage shall be bound by, subject to and subordinate to the easements and other terms and provisions of the foregoing REA and the terms and provisions of such Development Agreement, and the REA and the Development Agreement shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Mortgage; provided, however, that nothing herein shall modify, alter, or amend the Mortgage as between Lender and the borrower thereunder

LENDER:

WITNESSES:

Nanette K Norton
Name: NANETTE K NORTON

Sidney Kohl
SIDNEY KOHL


Ingrid J. Baker
Name: INGRID J. BAKER

STATE OF FLORIDA)
COUNTY OF St. Lucie)

SS:

The foregoing instrument was acknowledged before me this 7th day of March, 1997, by SIDNEY KOHL. He personally appeared before me, and is personally known to me or produced as identification.

[NOTARIAL SEAL]

93077-6
 LESLIE P MOSS
My Comm Exp. 6/05/98
Bonded By Service Inc
No. CC378935
Notary Public, State of FLORIDA

Notary: Leslie P Moss
Print Name: LESLIE P MOSS
Notary Public, State of FLORIDA
My commission expires: 6-5-98

EXHIBIT A-1

The Proposed Hotel Parcel

Parcel C of Fort Pierce Plaza, per plat thereof recorded in Plat Book 35, Page 21, of the Public Records of St. Lucie County, Florida.

OR BOOK 1065 PAGE 1929

EXHIBIT A-2

Outparcel A

Parcel B1 of Fort Pierce Plaza, per plat thereof recorded in Plat Book 35, Page 21 of the Public Records of St. Lucie County, Florida.

PLAT BOOK 1065 PAGE 1930

EXHIBIT A-3

Outparcel B and Outparcel C

Parcel B2 of Fort Pierce Plaza, per plat thereof recorded in Plat Book 35, Page 21, of the Public Records of St. Lucie County, Florida.

OR BOOK 1065 PAGE 1931

EXHIBIT B

HD Parcel

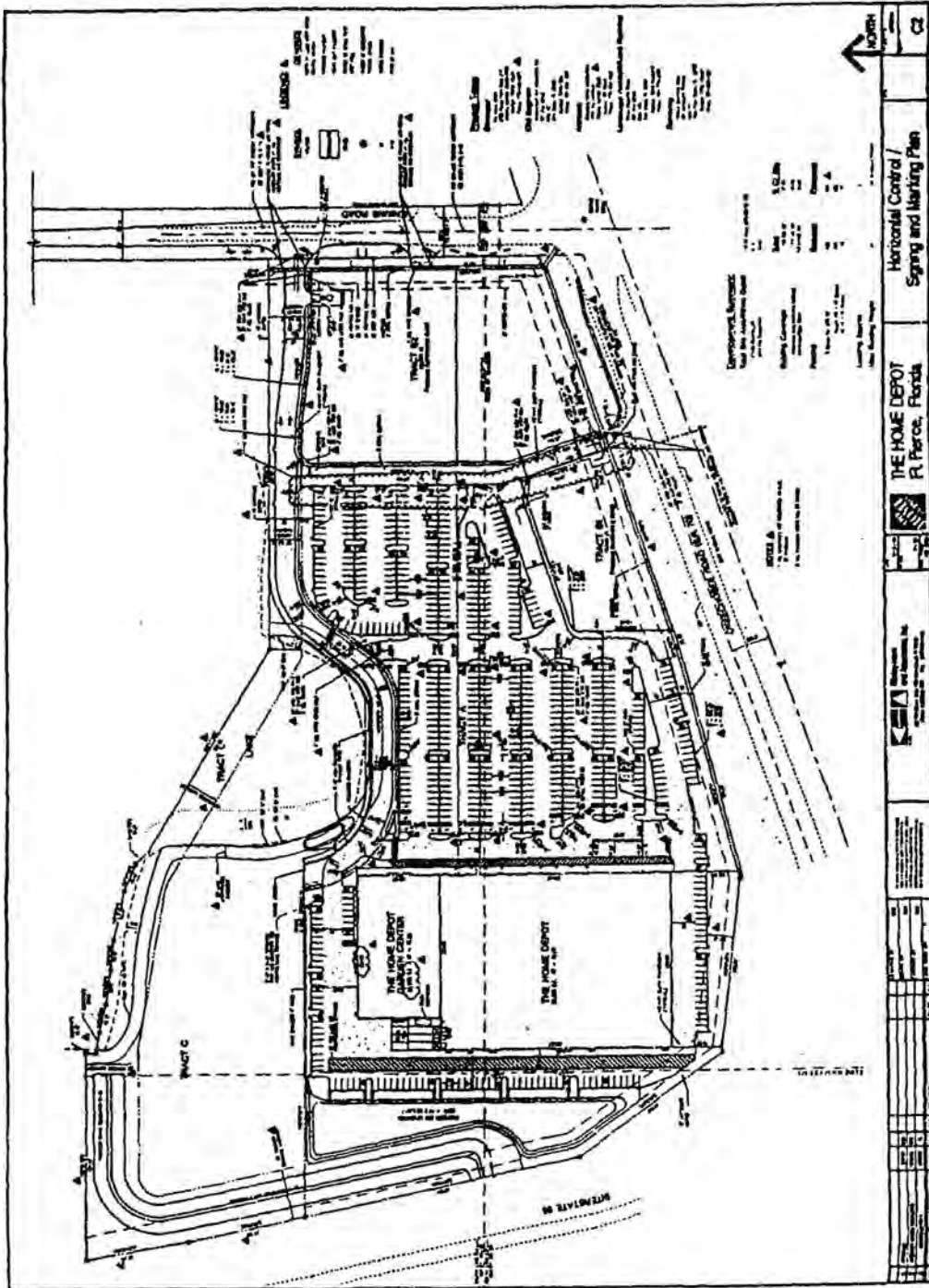
Parcel A of Fort Pierce Plaza, per plat thereof recorded in Plat Book 35, Page 21, of the Public Records of St. Lucie County, Florida.

OR BOOK 1065 PAGE 1932

EXHIBIT C

Site Plan

OR BOOK 1065 PAGE 1933



\$15.00

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1838340 OR BOOK 1066 PAGE 0481
Recorded: 03-18-97 12:21 P.M.

First American Title Insurance Company
25400 U.S. 19 North, Suite 212
Clearwater, FL 34623

(E)

Our File No.: 8850474

MODIFICATION OF GRANT OF EASEMENT FOR INGRESS AND EGRESS

This Modification of Grant of Easement for Ingress and Egress (the "Amendment") is made as of the 13 day of March, 1997, by RK HOLDINGS, a Florida general partnership (hereinafter referred to as "Grantor"), as successor in title to FP-95 ASSOCIATES, a Florida general partnership (hereinafter referred to as "FP").

WITNESSETH

WHEREAS, on September 5, 1986, FP executed that certain Grant of Easement for Ingress and Egress in favor of Canaveral 401 Corp. and Onsite American Holdings, Inc. (hereinafter collectively referred to as "Grantee"), as recorded in Official Records Book 513, Page 636, Public Records of St. Lucie County, Florida (the "Grant of Easement"); and

WHEREAS, FP, as the owner of the real property burdened by the Grant of Easement, retained the right to relocate the ingress and egress easement with the joinder of Ohio Savings Bank, the mortgagee of FP's real property at the time of the Grant of Easement; and

WHEREAS, Grantor is the present owner of fee simple title to the land described in the Grant of Easement as the "FP-95 Premises" (hereinafter referred to as "Grantor's Premises") which are burdened by the ingress and egress easement described in and conveyed by the Grant of Easement, and as the present owner and successor-in-title to FP, Grantor has the right to relocate the aforesaid easement; and

WHEREAS, the Ohio Savings Bank mortgage referenced in Paragraph 1 of the Grant of Easement has been assigned to the undersigned Sidney Kohl, individually, who also is one of the general partners of Grantor; and

WHEREAS, Grantor has executed and caused to be recorded a subdivision plat of Fort Pierce Plaza prepared by Wallace Surveying dated February, 1997, recorded in Plat Book 35, Page 21, Public Records of St. Lucie County, Florida (the "Plat") pursuant to which Plat Grantor intends to convey Parcel A as depicted thereon to Home Depot U.S.A., Inc. ("HD"), following which conveyance Grantor's Premises are intended to be developed as a shopping center; and

WHEREAS, Grantor desires to modify and amend the Grant of Easement with regard to the location of the ingress and egress easement created thereby.

Now, therefore, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, and of the premises and the mutual benefits to be derived herefrom, Grantor hereby declares as follows:

1. **Relocation of Easement.** The description of the location of the Easement Area as described in Paragraph 1 of the Grant of Easement is hereby extinguished in its entirety. From and after the date of execution and recordation of this Amendment, the Easement Area shall be the driveway which generally runs in an east-west direction and which is to be installed within the area designated as "50' A.E." on the plat of Fort Pierce Plaza prepared by Wallace Surveying dated February 1997, recorded in Plat Book 35, Page 21, Public Records of St. Lucie County, Florida, which strip of land shall provide ingress and egress to and from the Canaveral Premises and Jenkins Road on the terms and conditions otherwise provided in the Grant of Easement. Grantor, as the owner of said Parcel C, and HD, as the owner of said Parcel A, and the respective successors and assigns of Grantor and HD, shall have the unilateral right to further

relocate the portions of the Easement Area on their respective parcels, provided such new easement location shall not be inconsistent with the terms of the Grant of Easement or this Amendment, and provided further that Grantor or HD, as the case may be, must have the prior written consent of the other if any such relocation of a portion of the Easement Area affects the other's parcel.

2. Miscellaneous. Certain defined terms, as indicated by the initial capitalization of such terms, shall have the same meanings as ascribed to such terms in the Grant of Easement. Except as herein specifically modified and amended, the provisions of the Grant of Easement are hereby ratified and confirmed and shall remain in full force and effect for the intents and purposes therein expressed.

IN WITNESS WHEREOF, Grantor has executed this Amendment as of the date first above written.

Signed, Sealed and Delivered
in our Presence:

Nanette K Norton
Witness Signature

RK HOLDINGS, a Florida general partnership

NANETTE K. NORTON
Type or Print Witness Name

Ingrid J. Baker
Witness Signature

By: *Sidney Kohl*
Sidney Kohl
General Partner

INGRID J. BAKER
Type or Print Witness Name

Sidney Kohl
Sidney Kohl, Individually, as mortgagee

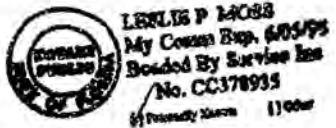
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of MARCH, 1997, by SIDNEY KOHL, general partner of, and on behalf of, RK HOLDINGS, a Florida general partnership. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Leslie P. Moss
notary public

LESLIE P. MOSS
Type or Print Name of Officer Taking Acknowledgment

notary expiration
notary seal



(Signatures Continued on Next Page)

(Signatures Continued from Previous Page)

Signed, Sealed and Delivered
in our Presence:

Sally A. Larson
Witness Signature

RK HOLDINGS, a Florida general
partnership

Sally A. Larson
Type or Print Witness Name

Paul Rhodes
Witness Signature

By: *Paul Rhodes*
Paul Rhodes
General Partner

Paul Rhodes
Type or Print Witness Name

OR BOOK 1066 PAGE 0483

STATE OF FLORIDA

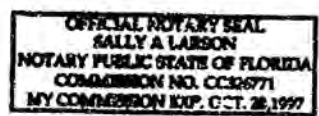
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this ___ day of February, 1997, by PAUL RHODES, general partner of, and on behalf of, RK HOLDINGS, a Florida general partnership. He is ~~personally known to me~~ or has produced _____ as identification and did (did not) take an oath.

Sally A. Larson
notary public

Sally A. Larson
Type or Print Name of Officer Taking Acknowledgment

notary expiration
notary seal



RETURN TO: RUPERT N. KOBLEGARD III
#25

EASEMENT
FROM
CORPORATION

This instrument prepared by:

DAVID A. MELLERT
FORT PIERCE UTILITIES AUTHORITY
P.O. BOX 3191, FORT PIERCE, FL 34948-3191
Property Appraisers Parcel Identification (Folio) Number(s):
7324-134-0001-0006

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

RK HOLDINGS, A FLORIDA GENERAL PARTNERSHIP

for and in consideration of the sum of One Dollar, to it in hand paid by the FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA (located at 205 South Sixth Street) a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, does hereby convey and grant to the CITY OF FORT PIERCE, FLORIDA, for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY the privilege and easement for the maintenance, operation, repair, replacement or renewal of their municipal-owned electric, water, sewer and natural gas utilities presently installed in and under the following described land in St. Lucie County, Florida to wit:

See attached Exhibit consisting of eight (8) sheets identified as DWG NOS 96-1155-10 (2 pages), 96-1155-11 (2 pages), 96-1155-12 (2 pages) and 96-1155-13 (2 pages), all dated 10/22/97.

The GRANTOR reserves the right exercisable by the execution and recordation of a Restated Easement to modify and revise the easement area shown and described on the attached exhibit at the time(s) of the development and improvement of the property to the end that easement areas and the utilities located therein shall not interfere with or otherwise impede such development and improvement.

The GRANTOR reserves the use of the easement area for any use not inconsistent herewith, including without limitation roadways, driveways, parking, paving and landscaping, but no buildings or above grade structures shall be erected or placed on said easement area by GRANTOR. The rights herein granted may be assigned in whole or in part.

The GRANTEE will indemnify and save the GRANTOR harmless from any damages, injuries, losses, claims, demands or costs proximately caused by the sole fault or negligence of the GRANTEE in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, and under the easement areas.

The GRANTOR hereby covenants and warrants that it owns the said land and has the right to grant this easement.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name 13th day of November, 1997.

Signed, sealed and delivered in the presence of:

RK HOLDINGS, A FLORIDA GENERAL PARTNERSHIP
GRANTOR

Leslie P Moss
Witness Signature
Leslie P. Moss
Printed Witness Signature

[Signature]
by
GENERAL PARTNER (Signature)

Sidney Kohl
Printed Signature
305 Royal Poinciana Plaza
Street Address
Palm Beach, Florida 33480
City, State, Zip

* Doc Assump:
* Doc Tax
* Int Tax
.. ..
\$ \$ \$ \$

Christina W. Lesick
Witness Signature
Christina W. Lesick
Printed Witness Signature

STATE OF Florida
COUNTY OF Palm Beach

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sidney Kohl known to me 0.00 0.70 0.00 to be a General Partner of the partnership in whose name the foregoing instrument was executed, and that Sidney Kohl acknowledged executing the same for such partnership, freely and voluntarily, and he is personally known to me or has produced identification.

NOTARY RUBBER STAMP SEAL

LESLIE P MOSS
My Comm. Exp. 6/05/98
Bonded By Service Ins
No. CC378935
 Personally Known Other

Witness my hand and official seal in the County and State last aforesaid this 13th day of November A.D. 1997.
Leslie P Moss
Notary Signature
Leslie P. Moss
Printed Notary Signature

992910

Description Sketch For: HOME DEPOT

LEGAL DESCRIPTION:

A strip of land, 20 feet in width, lying in Section 24, Township 35 South, Range 39 East, City of Ft. Pierce, St. Lucie County, Florida, being a portion of Parcel B1 as shown in the Plat of Fort Pierce Plaza as recorded in Plat Book 74, Page 14, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel B1; thence South 18° 42' 58" East along the East line of said Parcel B1 a distance of 15.43 feet to the POINT OF BEGINNING of the centerline of the following described 20 foot wide strip; thence South 58° 37' 23" West a distance of 22.51 feet to the POINT OF TERMINUS.

Said strip bounded on the East by the East line of said Parcel B1, bearing South 18° 42' 58" East, passing through the POINT OF BEGINNING, and is the basis of all other bearings.

NOTES:

1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
2. This plat is not valid unless sealed with an embossed surveyor's seal.
3. This sketch cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation.
4. This is not a survey!

CERTIFICATION:

I HEREBY ATTEST that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-8, Florida Administrative Code, effective September 1, 1987.



 Craig L. Wallace
 Professional Land Surveyor
 Florida Certificate No. 3357

96-1155-10

DR BOOK 1120 PAGE 2550



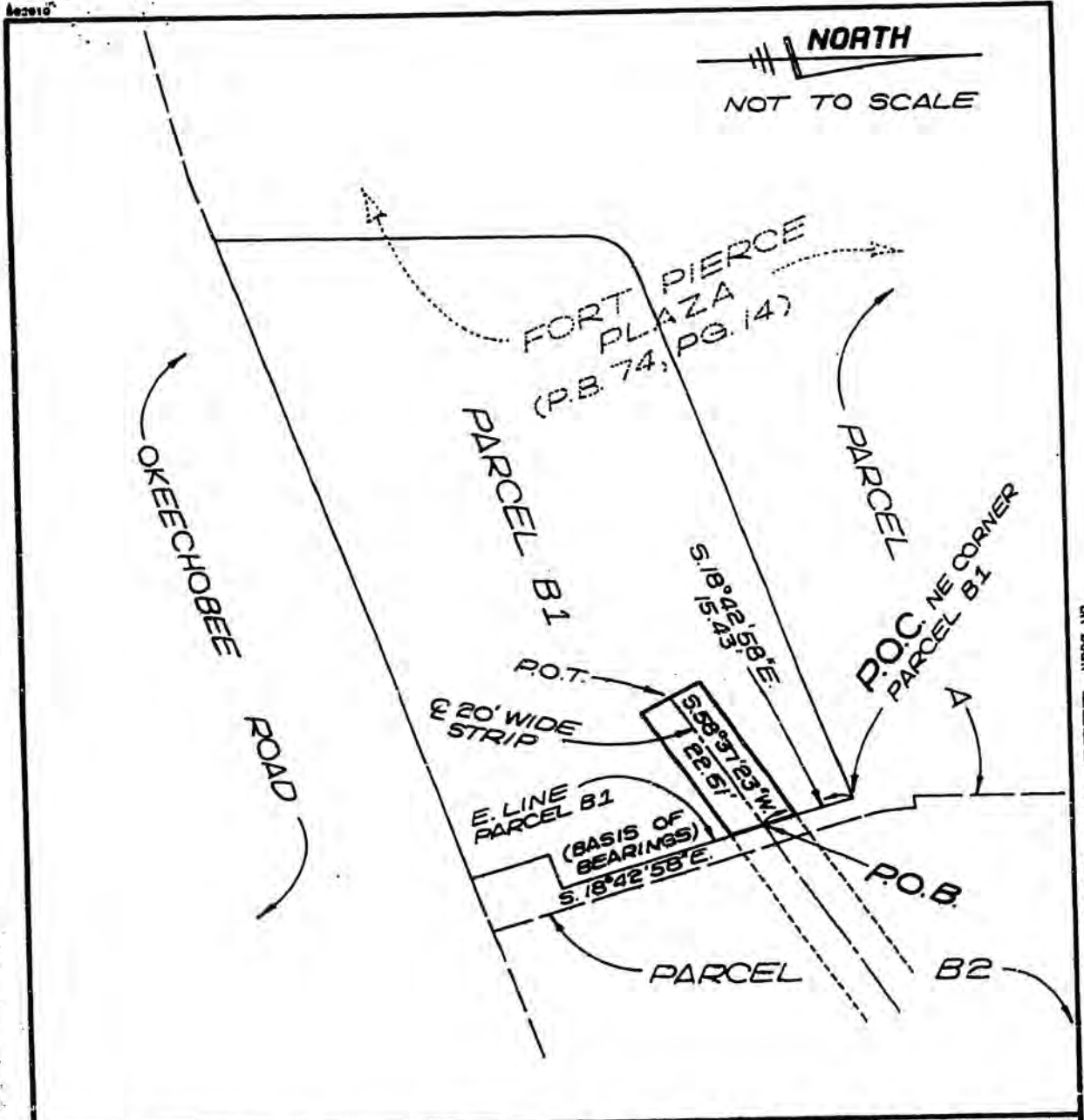
WALLACE SURVEYING CORPORATION

801 NORTHPOINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411-2949-081

DATE 10/22/97	DWG NO 96-1155-10
OFFICE R.C.	SHEET 1 OF 2
CKD	REF

82210

NORTH
NOT TO SCALE



DR BOOK 1120 P&E 2551



WALLACE SURVEYING CORPORATION
601 NORTH FORT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411-2401

DATE: 10/22/97	DWG NO 96-1155-10
OFFICE: R.C.	SHEET 2 OF 2
CKD:	REF

902310

Description Sketch For: HOME DEPOT

LEGAL DESCRIPTION:

Two parcels of land lying in Section 24, Township 35 South, Range 39 East, City of Ft. Pierce, St. Lucie County, Florida, being a portion of Parcel B2 as shown in the Plat of Fort Pierce Plaza as recorded in Plat Book 74, Page 14, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Parcel B2-1

Begin at the Southeast corner of the 20 foot by 50 foot utility easement as shown on said Plat; thence South 00° 04' 59" East along the West line of the 30 foot wide U.D.E. & U.E. as shown on said Plat a distance of 10.08 feet to a point; thence departing said West line North 41° 50' 19" West a distance of 13.55 feet to a point on the South line of said 20 foot by 50 foot utility easement; thence South 89° 55' 24" East along said South line a distance of 9.02 feet to the Southeast corner of said 20 foot by 50 foot utility easement and the POINT OF BEGINNING;

Parcel B2-2

That portion of the following described 20 foot wide strip that lies within said Parcel B2, the centerline of said strip being more particularly described as follows:

Commence at the Southwest corner of said Parcel B2 as shown on said Plat; thence North 18° 42' 58" West along the West line of said Parcel B2 a distance of 129.20 feet to the POINT OF BEGINNING of the hereinafter described centerline; thence departing said West line, North 58° 37' 23" East a distance of 41.37 feet to a point; thence North 00° 00' 03" West a distance of 322.72 feet to Point "A"; thence North 88° 52' 51" East a distance of 89.34 feet to the Easterly POINT OF TERMINUS of said centerline;

thence begin anew at said Point "A", North 89° 55' 24" West a distance of 48.53 feet to the Westerly POINT OF TERMINUS of said centerline;

Said 20 foot wide strip bounded as follows:

On the North by the North line of said Parcel B2;
On the West by the West line of said Parcel B2 passing through the West POINT OF TERMINUS;
At the POINT OF BEGINNING by the West line of said Parcel B2 passing through said point;

The South line of said Parcel B2 is assumed to bear South 71° 17' 02" West and all other bearings are relative thereto.

NOTES:

- No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
- This plat is not valid unless sealed with an embossed surveyor's seal.
- This sketch cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation.
- This is not a survey!

CERTIFICATION:

I HEREBY ATTEST that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-6, Florida Administrative Code, effective September 1, 1981.


Craig L. Wallace
Professional Land Surveyor
Florida Certificate No. 3357

90-1155-11

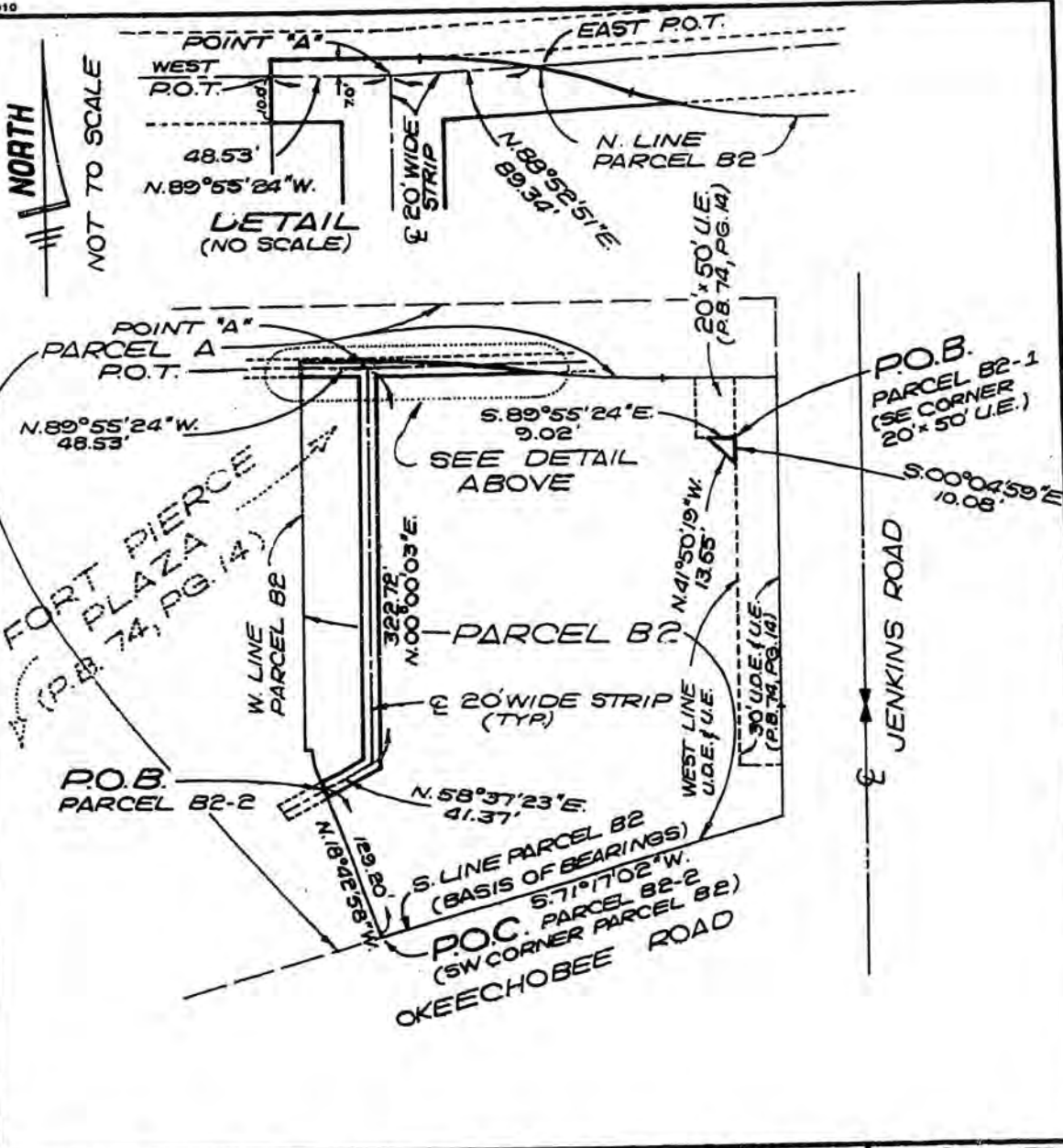


WALLACE SURVEYING
CORPORATION
801 NORTHPOINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411-3810-881

DATE 10/22/97	DWG NO 90-1155-11
OFFICE R.C.	SHEET 1 OF 2
CKD.	REF

DR BOOK 1120 PAGE 2552

322810



OR BOOK 1120 PAGE 2553



WALLACE SURVEYING CORPORATION
 801 NORTH POINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411-2800-801

DATE 10/22/97	DWG NO 96-1155-11
OFFICE R.C.	SHEET 2 OF 2
CKD.	REF

892910

Description Sketch For: HOME DEPOT

LEGAL DESCRIPTION:

Two 12 foot wide strips of land lying in Section 24, Township 35 South, Range 39 East, City of Fort Pierce, St. Lucie County, Florida, being a portion of Parcel C as shown in the Plat of Fort Pierce Plaza as recorded in Plat Book 74, Page 14, Public Records of St. Lucie County, Florida, the centerline of said strips being more particularly described as follows:

Parcel C-1

Commence at the Southwest corner of said Parcel C as shown on said Plat; thence North 90° 00' 00" East along the South line of said Parcel C a distance of 188.23 feet to the POINT OF BEGINNING of the centerline of the following described 12 foot wide strip of land; thence North 00° 00' 00" East a distance of 13.21 feet to the POINT OF TERMINUS.

Parcel C-2

Commence at the Southwest corner of said Parcel C as shown on said Plat; thence North 90° 00' 00" East along the South line of said Parcel C a distance of 498.88 feet to the POINT OF BEGINNING of the centerline of the following described 12 foot wide strip of land; thence North 00° 00' 02" East a distance of 27.19 feet to the POINT OF TERMINUS.


Parcels C-1 and C-2 are bounded on the South by the South line of said Parcel C which bears North 90° 00' 00" East passing through the POINTS OF BEGINNING and is the basis of all other bearings.

NOTES:

1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
2. This plat is not valid unless sealed with an embossed surveyor's seal.
3. This sketch cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation.
4. This is not a survey!

CERTIFICATION:

I HEREBY ATTEST that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-6, Florida Administrative Code, effective September 1, 1981.



 Craig L. Wallace
 Professional Land Surveyor
 Florida Certificate No. 3357

96-1155-12

DR BOOK 1120 PAGE 2554



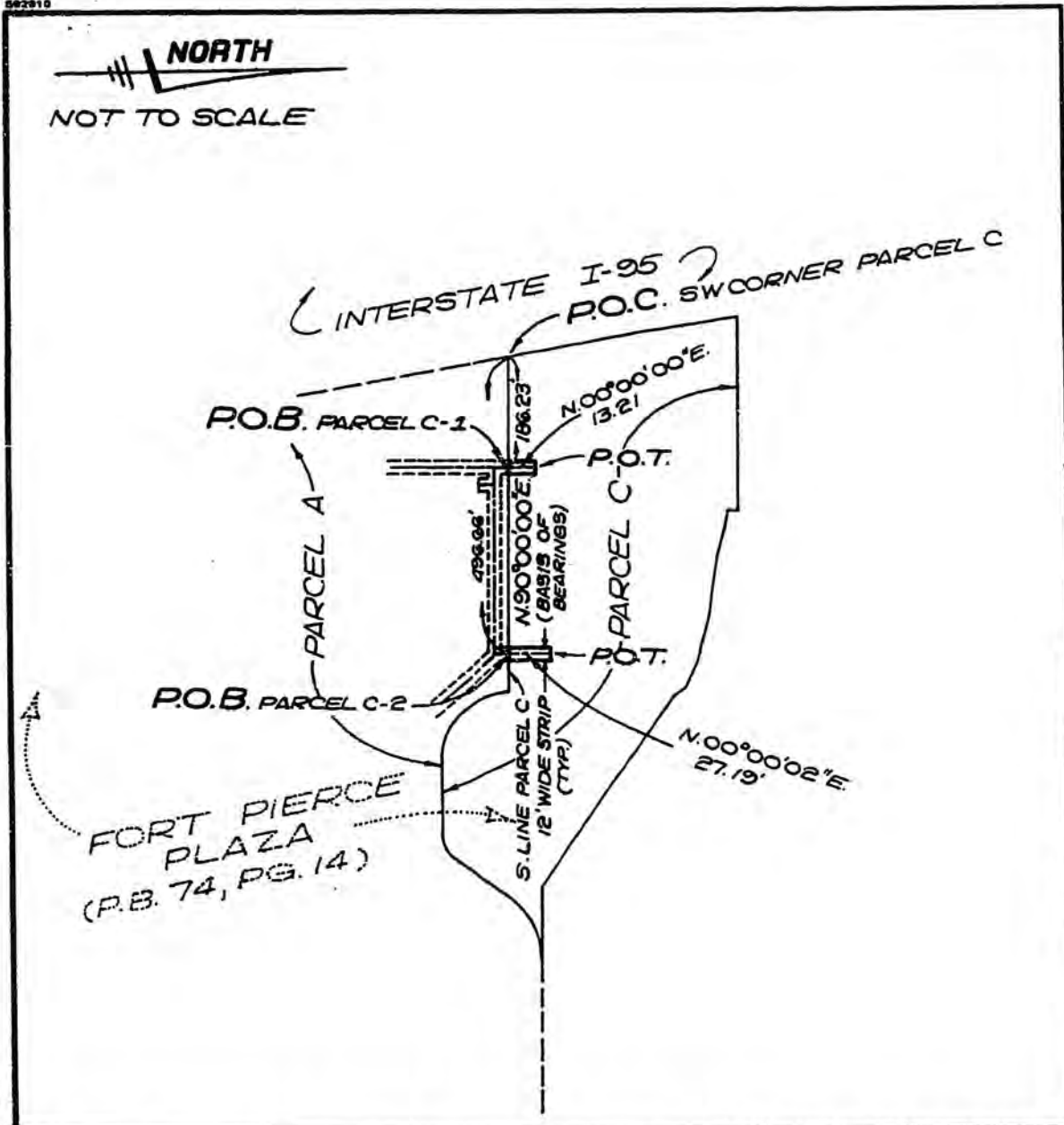
WALLACE SURVEYING CORPORATION

801 NORTH POINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33407-3618-001

DATE 10/22/97	DWG NO 96-1155-12
OFFICE R.C.	SHEET 1 OF 2
CKD	REF

562910

NORTH
NOT TO SCALE



OR BOOK 1120 PAGE 2555



WALLACE SURVEYING CORPORATION
801 NORTH POINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411-2946-001

DATE: 10/22/97	DWG NO 96-1155-12
OFFICE: R.C.	SHEET 2 OF 2
CKD:	REF:

592610

Description Sketch For: HOME DEPOT

LEGAL DESCRIPTION:

A 20 foot wide strip of land lying in Section 24, Township 35 South, Range 39 East, City of Fort Pierce, St. Lucie County, Florida, being a portion of Parcel C as shown in the Plat of Fort Pierce Plaza as recorded in Plat Book 74, Page 14, Public Records of St. Lucie County, Florida, the centerline of said strip being more particularly described as follows:

Commence at the Southwest corner of said Parcel C as shown on said Plat; thence North 90° 00' 00" East along the South line of said Parcel C a distance of 543.92 feet to the POINT OF BEGINNING of the centerline of the following described 12 foot wide strip of land; thence North 00° 00' 23" East a distance of 16.62 feet to the POINT OF TERMINUS.

Said parcel is bounded on the South by the South line of said Parcel C which bears North 90° 00' 00" East passing through the POINT OF BEGINNING and is the basis of all other bearings.

NOTES:

1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
2. This plat is not valid unless sealed with an embossed surveyor's seal.
3. This sketch cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation.
4. This is not a survey!

CERTIFICATION:

I HEREBY ATTEST that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-6, Florida Administrative Code, effective September 1, 1981.

Craig L. Wallace
Professional Land Surveyor
Florida Certificate No. 3357

96-1155-13

DR BOOK 1120 PAGE 2556



WALLACE SURVEYING CORPORATION
801 NORTHPOINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411 • 561-840-4881

DATE 10/22/97	DWG NO 96-1155-13
OFFICE R.C.	SHEET 1 OF 2
CKD.	REF

592910

 **NORTH**
NOT TO SCALE

INTERSTATE I-95
P.O.C. SWCORNER PARCEL C

PARCEL A
543.92'
N 90°00'00"E
(BASIS OF BEARINGS)
S LINE PARCEL C

PARCEL C

N.00°00'23"E
16.62'

P.O.T.

P.O.B.

± 20' WIDE STRIP

FORT PIERCE
PLAZA
(P.B. 74; PG. 14)

OR BOOK 1120 PAGE 2557



WALLACE DEVYNE
CORPORATION
501 HIGHLAND PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411-5900-001

DATE 10/22/97	DWG NO 96-1155-13
OFFICE R.C.	SHEET 2 OF 2
CKD.	REF.

RETURN TO: RUFERT N. KOBLEGARD III

This instrument prepared by: #25

EASEMENT
 FROM
 CORPORATION

Debi Sizemore

FORT PIERCE UTILITIES AUTHORITY

P.O. BOX 3181, FORT PIERCE, FL 34948-3181

Property Appraiser's Parcel Identification (Photo Number):

2324-134-001-000/0

* Doc Assump: \$ 0.00
 * Doc Tax : \$ 0.70
 * Int Tax : \$ 0.00

Rec'd 15:00 16:30
 Fax 573

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

Home Depot U.S.A., Inc., a Delaware corporation

for and in consideration of the sum of One Dollar, to it in hand paid by the FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA (located at 208 South 8th Street) a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, does hereby convey and grant to the CITY OF FORT PIERCE, FLORIDA, for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY the privilege and easement for the installation, maintenance, operation, repair, replacement or renewal of their municipal-owned electric, water, sewer and natural gas utilities in, under, upon, along, over and across the following described land in St. Lucie County, Florida to wit:

See Exhibit "A" - Attached for a description of Parcel A owned by Grantor

Access to the above strip of land over the adjoining lands of the GRANTORS is hereby granted. The GRANTEE may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said utilities. Patrolling said easement shall not constitute grounds for a claim for damage.

The GRANTORS reserve the use of said strip of land for any use not inconsistent herewith, but no buildings, or structures shall be erected or placed on said strip of land by GRANTORS. The rights herein granted may be assigned in whole or in part.

The GRANTEE will indemnify and save the GRANTOR harmless from any damages, injuries, losses, claims, demands or costs proximately caused by the active fault or negligence of the GRANTEE in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, over and across said strip of land.

The GRANTOR hereby covenants and warrants that it owns the said land and has the right to grant this easement.

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(Corporate Seal)

Attest:

Joanna Paulsen Joanna Paulsen
 Assistant Secretary

HOME DEPOT U.S.A., INC.
 GRANTOR

Signed, sealed and delivered in the presence of:

Michelle R Snell

Witness Signature

Michelle R Snell

Printed Witness Signature

James A. Purcell

Witness Signature

James A. Purcell

Printed Witness Signature

by Carol B. Tomc ^{CB}
 VICE PRESIDENT (Signature) Merchandising Accounting
Carol B. Tomc
 Printed Signature
 2455 Paces Ferry Road, N.W.
 Street Address Attn: Legal Department
 Atlanta, Georgia 30339-4024
 City, State, Zip

STATE OF GEORGIA
 COUNTY OF COBB

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared CAROL B. TOMC, the corporation in whose name the foregoing instrument was executed, and that she severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in following form of identification of the above-named person PERSONAL KNOWLEDGE and that an oath ~~(was)~~ (was not) taken.

NOTARY RUBBER STAMP BEAL



Witness my hand and official seal in the County and State last aforesaid this 4 day of AUGUST A.D. 19 97

Vidia Lupton Cherry
 Notary Signature
VIDIA LUPTON - CHERRY
 Printed Notary Signature

587910

Description Sketch For: HOME DEPOT - FT. PIERCE

DESCRIPTION:

A strip of land, ten feet (10') in width lying within the plat of FORT PIERCE PLAZA, as recorded in Plat Book 35, Page 21, Public Records of St. Lucie County, Florida, the centerline of said strip being more particularly described as follows:

Commence at the Southeast corner of Parcel B2, according to said plat; thence North 00° 00' 15" East, along the East line of said Parcel B2, a distance of 5.38 feet to the POINT OF BEGINNING of the hereinafter described centerline; thence South 71° 17' 02" West, along a line five feet North of and parallel with the South line of said Parcel B2 (the South line of said Parcel B2 is assumed to bear South 71° 17' 02" West and all other bearings are relative thereto), a distance of 839.10 feet to a point; thence South 75° 15' 57" West, a distance of 373.26 feet to a point; thence North 83° 44' 43" West, a distance of 269.10 to a point; thence North 35° 56' 56" West a distance of 32.77 feet to a point; thence North 00° 00' 00" East a distance of 194.28 feet to Point "A"; thence continue North 00° 00' 00" East a distance of 429.70 feet to a point ten feet North of the North line of Parcel A, according to said plat, and the POINT OF TERMINUS of the herein described centerline.

BEGIN anew at said Point "A", thence North 90° 00' 00" East, along said centerline, a distance of 25.00 feet to Point "B" and the POINT OF TERMINUS.

Said strip bounded on the East by the East line of said Parcel B2 and being bounded at Point "B" by a line bearing North 00° 00' 00" East passing through said Point "B."

NOTES:

1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
2. This plat is not valid unless sealed with an embossed surveyor's seal.
3. This sketch cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation.
4. This is not a survey!

CERTIFICATION:

I HEREBY ATTEST that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-8, Florida Administrative Code, effective September 1, 1981.

Craig L. Wallace
Professional Land Surveyor
Florida Certificate No. 3357

95-1155-5



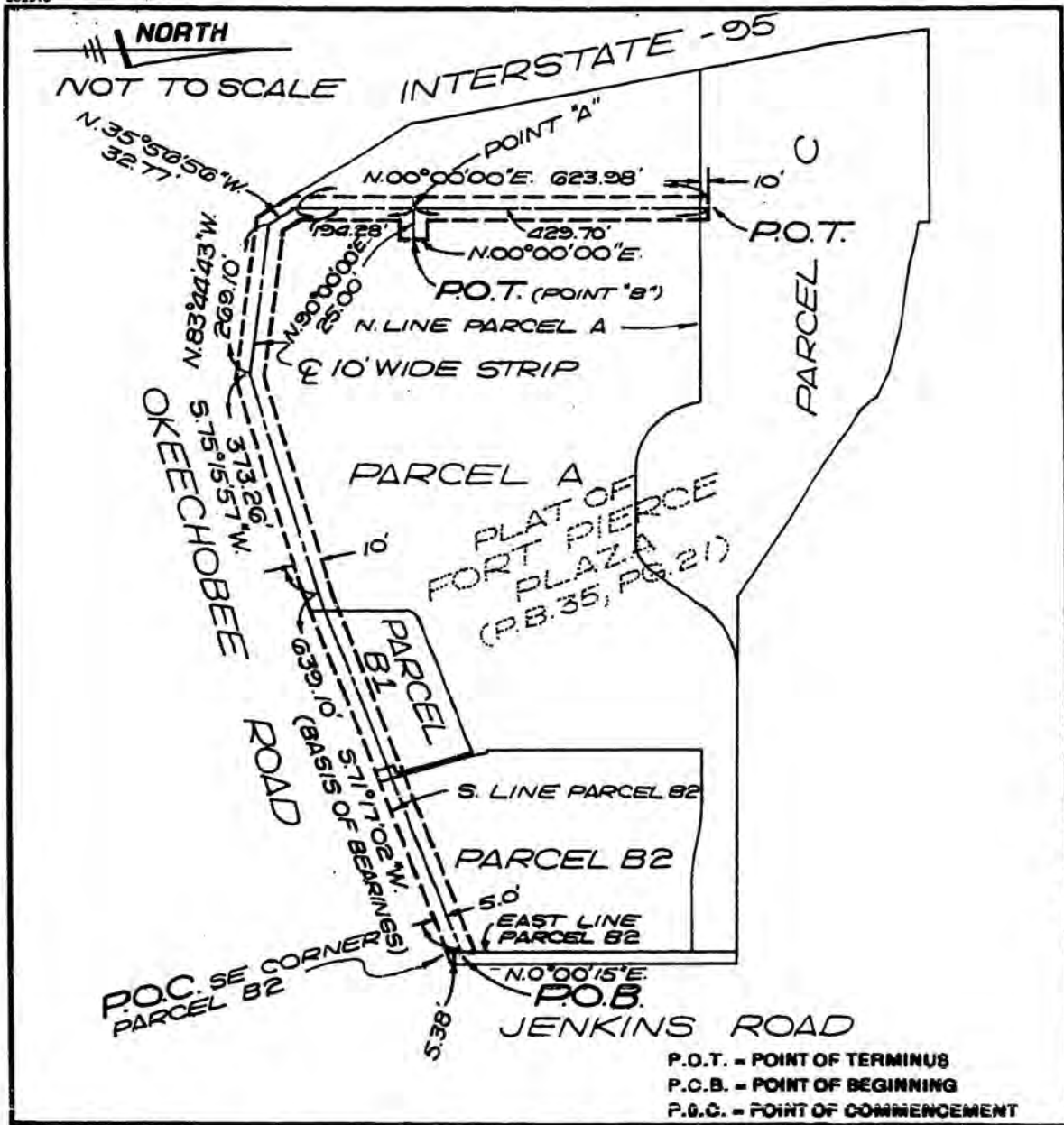
WALLACE SURVEYING
CORPORATION

801 NORTH POINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33411 - 39140-4881

DATE 7/16/97	DWG NO 96-1155-1
OFFICE R.C.	SHEET 1 OF 2
CKD.	REF

DR BOOK 1120 PAGE 2559

892910



P.O.T. - POINT OF TERMINUS
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT

DR. BOOK 1120 PAGE 2560

 WALLACE SURVEYING CORPORATION <small>801 NORTHPOINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33407 • (407) 840-4561</small>	DATE: 7/16/97	OWG NO 96-1155-5
	OFFICE: R.C.	SHEET 20 F 2
	CRD.: 47	REF

1637.50
Doc Stamps \$270

Prepared by and to be returned to:
Claude P. Czaja, Esq.
Racetrac Petroleum, Inc.
P.O. Box 105035
Atlanta, Georgia 30348-5035

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1705564 OR BOOK J.210 PAGE 0906
Recorded: 03-18-99 11:08 A.M.

INGRESS/EGRESS EASEMENT AGREEMENT

THIS INGRESS/EGRESS EASEMENT AGREEMENT (this "Agreement"), made as of the 11th day of March, 1999, by and between RK Holdings, a Florida general partnership, through Sidney Kohl, its sole remaining General Partner ("Grantor"), and Racetrac Petroleum, Inc. ("Grantee");

WITNESSETH: That:

WHEREAS, Grantor is the owner of certain real property (the "Grantor Property") located in St. Lucie County, Florida, as more particularly described on Exhibit "A", attached hereto and incorporated by reference herein;

WHEREAS, Grantee is the owner of certain real property (the "Grantee Property") which is contiguous to the Grantor Property and more particularly depicted and described on Exhibit "B", attached hereto and incorporated by reference herein;

WHEREAS, Grantor desires and agrees to grant to Grantee an easement for vehicular and pedestrian ingress and egress, over, across and through a portion of the Grantor Property to the Grantee Property, more particularly described and labeled as the "Ingress/Egress Easement Area" on Exhibit "C" attached hereto and incorporated by reference herein (the "Ingress/Egress Easement Area");

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Grantee to Grantor at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. **Grant of Ingress, Egress and Access Easement.** Grantor does hereby bargain, sell, grant and convey to Grantee and its successors and assigns, for the benefit of and as an appurtenance to the Grantee Property, the following covenants:

a. A perpetual, non-exclusive right, privilege and easement upon, over, in, and across that certain portion of the Grantor Property which is more particularly described and designated as the "Ingress/Egress Easement Area I" on Exhibit "C" attached hereto and incorporated by reference herein, for the purposes of vehicular and pedestrian access, ingress and egress to and from the Grantee Property and Jenkins Road.

b. A perpetual, non-exclusive right, privilege and easement upon, over, in, and across that certain portion of the Grantor Property which is more particularly described and designated as the "Ingress/Egress Easement Area II" on Exhibit "D" attached hereto and incorporated by reference herein, for

* Doc Assume: \$
* Doc Tax : \$
* Int Tax : \$

0.00
0.70
0.00

CHICAGO TITLE INSURANCE COMPANY
390 N. ORANGE AVE., SUITE 150
ORLANDO, FLORIDA 32801

Signature
3/18/99

the purposes of vehicular and pedestrian access, ingress and egress to and from the Grantee Property and Okeechobee Road.

TO HAVE AND TO HOLD such easement rights, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantor; and Grantor does hereby bind itself to warrant and forever defend all and singular such easement rights unto Grantee against any person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

2. **Paving & Maintenance.** If and when Grantee develops the Grantee Property, Grantee shall be responsible to pave and maintain Ingress/Egress Easement Area II, at its sole cost and expense, as it deems necessary or appropriate, until the commencement of development of any portion of the Grantor Property which is located north of the Grantee Property. From and after the commencement of development of any portion of the Grantor Property which is located north of the Grantee Property, Grantee and the owners of such developing portion(s) of the Grantor Property shall each be responsible for its respective probata share of the cost and expense related to the maintenance and repair of the Ingress/Egress Easement Area. As used herein, the term "developing portion(s)" shall refer to the portion(s) of the Grantor Property on which development has commenced. If the Gross Property has not been subdivided, then the developing portion(s) shall be deemed to be the entire Grantor Property, but if the Grantor Property is subdivided into two (2) or more tracts, the developing portion(s) shall be deemed to be the subdivided tract(s) on which development has commenced. The term "probata share" shall be a fraction, the numerator of which shall be the acreage of each respective owner's developing portion and the denominator of which shall be the combined acreage of the Grantee Property and the developing portion(s). Grantee's probata share shall be a fraction, the numerator of which shall be the acreage of the Grantee Property and the denominator of which shall be the combined acreage of the Grantee Property and the developing portion(s). Any amounts to be reimbursed hereunder by any party shall be paid to the party who is entitled to be reimbursed within thirty (30) days of delivery of a bill therefor, which amount shall thereafter bear interest at the maximum lawful rate per annum allowed by Florida law. Subject to the Reciprocal Easement and Operation Agreement dated March 13, 1997 between RK Holdings and Home Depot U.S.A. (OR Book 1065, Page 1910, St. Lucie County, FL) and to be amended by that certain First Amendment to Reciprocal Easement and Operation Agreement of even date herewith, Grantee shall have the right but not the obligation to pave and maintain Ingress/Egress Easement I.

3. **Binding Effect.** The benefits and burdens of the easements granted by this Agreement shall run with the title to the Grantee Property, the Grantor Property, and the Ingress/Egress Easement Area, respectively, and shall bind or benefit the owners thereof, their respective successors, successors-in-title, legal representatives and assigns.

4. **Warranties of Title.** Grantor warrants that Grantor has good and indefeasible fee simple title to the Grantor's Property, and that Grantor has the full and lawful authority to grant these easements, and that Grantee shall and may peaceably have, hold and enjoy the easements. Grantor further warrants that there are no leases, tenancies, liens, easements, restrictions, deeds to secure debt, assessments, or other encumbrances against or otherwise affecting the Grantor Property that and prohibit or limit, in any way. The easements granted herein by Grantor on, over and across the Grantor Property.

OR BOOK 1210 PAGE 0908

5. **Perpetual Agreement.** This Agreement and the easements, restriction, rights, and obligations and liabilities created hereby, including, but not limited to Grantee's obligation to maintain, shall be perpetual, shall be appurtenant to and run with title to the land affected hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. **Waiver.** The failure of Grantor or Grantee to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

7. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state in which the Ingress/Egress Easement Area lies.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the day and year first above written.

GRANTOR: RK Holdings, a Florida General Partnership


By: [Signature]
Sidney Kohl, its sole remaining General Partner

Witness: G. DIAZ GRANADOS
Printed Name: G. DIAZ GRANADOS

Witness: Ann Jenkins
Printed Name: ANN JENKINS

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 11th day of March, 1999, by Sidney Kohl, as General Partner of RK Holdings, a Florida General Partnership, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

 Leslie P. Moss
Commission # CC 137183
Expires June 5, 2002
BONDED THRU
ATLANTIC BONDING CO., INC

[Signature]
Notary Public
LESLIE P. MOSS
Printed Name

OR BOOK 1210 PAGE 0909

(SIGNATURES CONTINUED FROM PRECEDING PAGE)

WITNESS:

Print Name

[Signature]
M. KEVIN YOUNG

GRANTEE: Racetrac Petroleum, Inc.

By:

Title:

[Signature]
VP

WITNESS:

Print Name

[Signature]
VELMA G. KENDALL

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 1st day of March 1999,
by HARRIET LAMU as VICE PRESIDENT of Racetrac Petroleum, Inc., who is personally
known to me or who has produced _____ as identification and who did (did not)
take an oath.

[Signature]
Notary Public

VELMA G. KENDALL
Printed Name

Notary Public, Cobb County, Georgia
My Commission Expires Oct. 2, 2000

EXHIBIT "A"

TO INGRESS/EGRESS EASEMENT AGREEMENT

All that tract or parcel of land lying in Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida more particularly described as follows:

Parcel B2 of Fort Pierce Plaza, per plat thereof recorded in Plat Book 35, Page 21 of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPT that property described in Exhibit "B" hereof.

DR BOOK 1210 PAGE 0910

EXHIBIT "B"

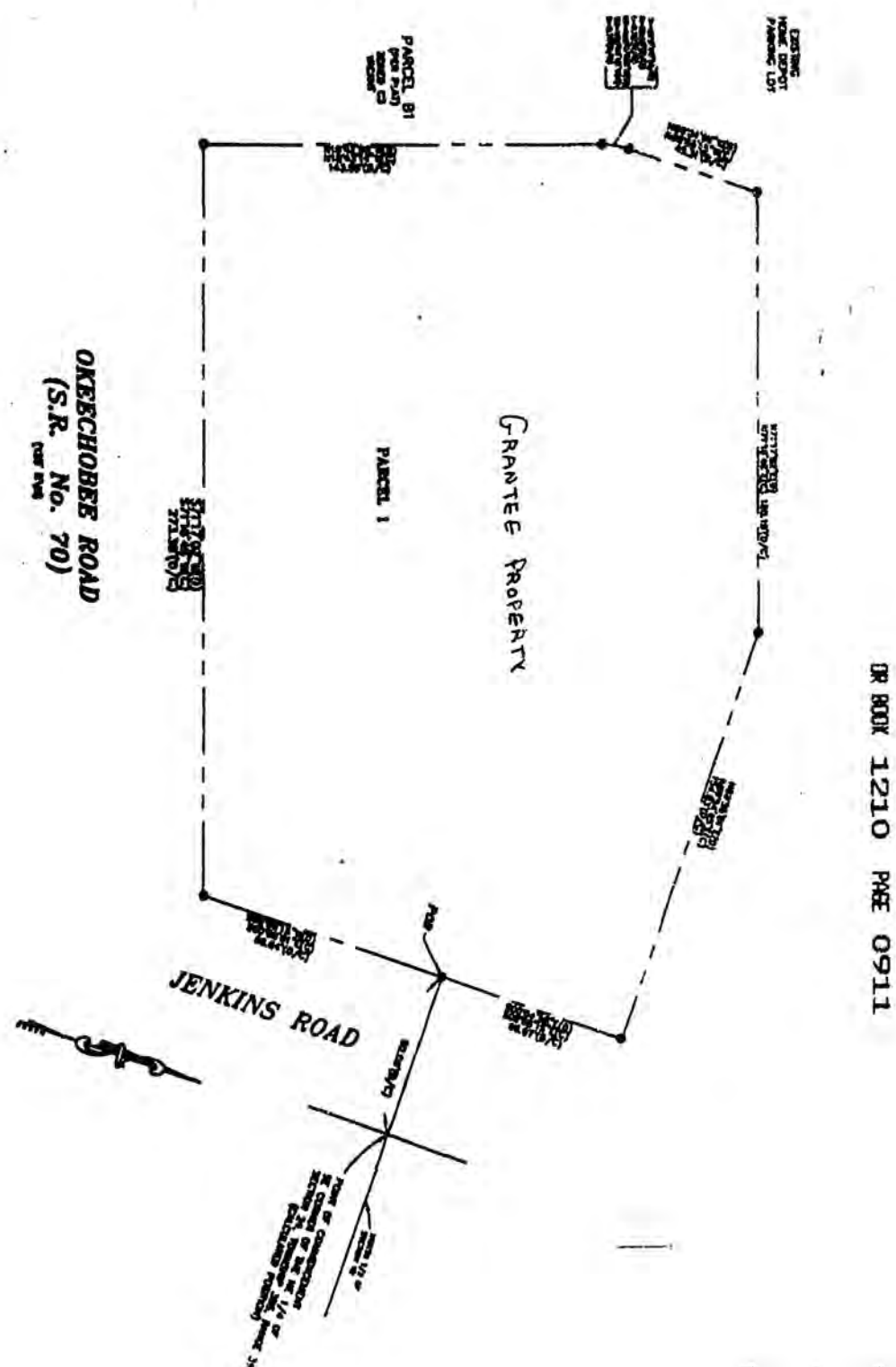
DESCRIPTION

PARCEL 1

A parcel of land in Section 24, Township 35 South, Range 30 East, St. Louis County, Florida described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of Section 24-35-30; thence West along the North line of the Southeast 1/4 of Section 24-35-30, a distance of 68.80 feet to the Point of Beginning; thence South 07° 04' 15" West, a distance of 88.64 feet to the Northern right-of-way line of Okechobee Road; thence South 71° 17' 24" West along said Northern right-of-way line, a distance of 273.35 feet; thence North 70° 45' 00" West, a distance of 143.88 feet to a point of curvature of a curve concave to the East, having a radius of 25.00 feet, a chord bearing of North 09° 57' 30" West, and a chord distance of 9.78 feet; thence Northwesterly along said curve, through a central angle of 183° 30", an arc distance of 9.78 feet; thence North 09° 04' 30" West, a distance of 49.31 feet; thence North 71° 17' 02" East, a distance of 108.18 feet; thence South 07° 04' 30" East, a distance of 184.53 feet to the Western right-of-way line of Jenkins Road; thence South 07° 04' 30" East, a distance of 69.07 feet to the Point of Beginning.

Parcel 1 contains 1.31 acres (56,980 square feet) more or less.



DR BOOK 1210 PAGE 0911

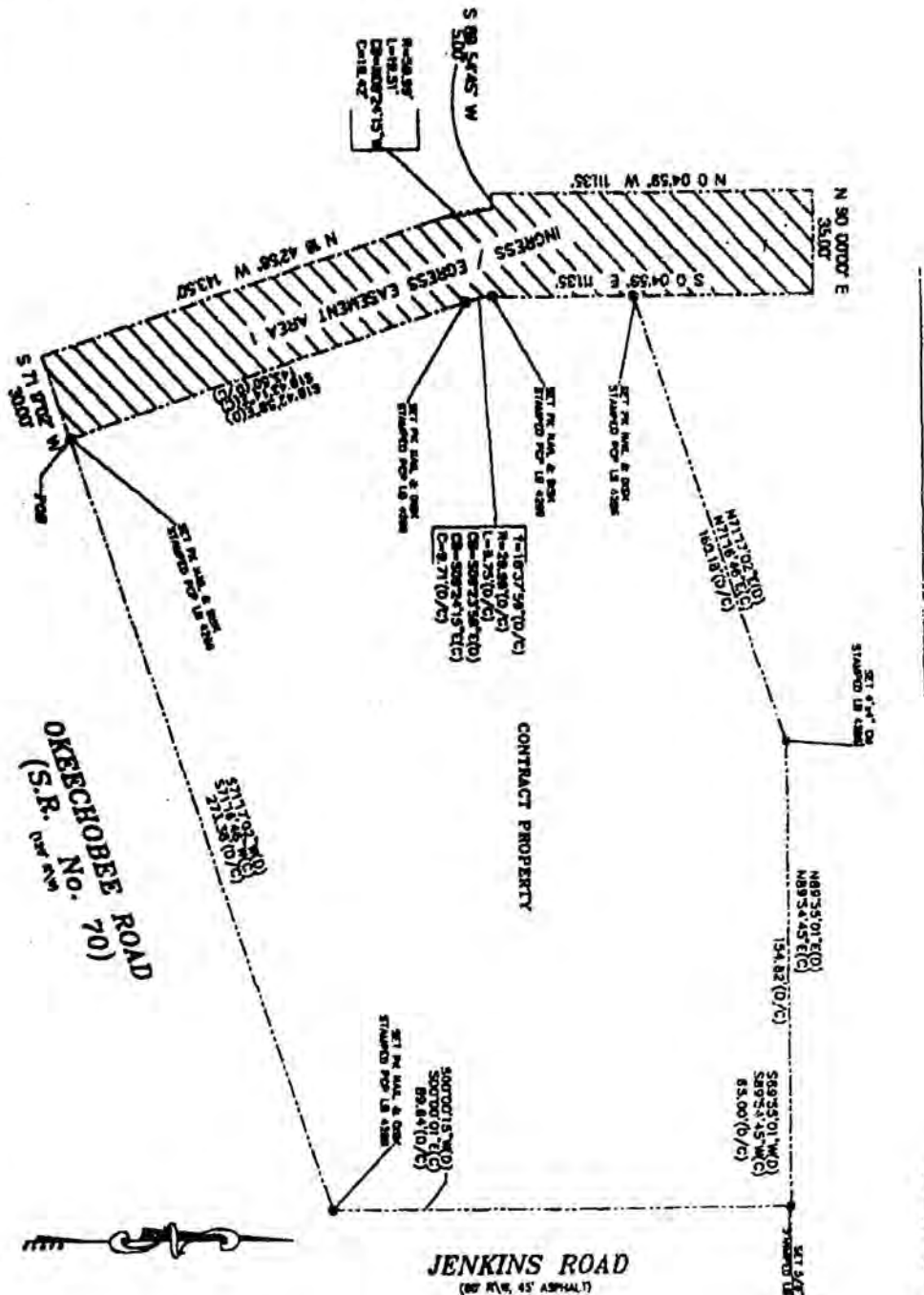
EXHIBIT "C"

Ingress/Egress Easement Area I

A tract or parcel of land in Section 24, Township 36 South, Range 39 East, St. Lucie County, Florida as hatched below and being more particularly described as follows:

Beginning of the South westernmost corner of the Contract Property on the Northern right-of-way of Okeechobee Road; thence South 71° 17' 02" West, a distance of 30.00 feet to a point; thence North 18° 42' 58" West, a distance of 143.50 feet to a point of curvature of a curve concave to the East, having a radius of 86.88 feet and a chord bearing of North 08° 24' 18" West; thence Northerly along said curve, through a central angle of 18° 37' 58", an arc distance of 18.81 feet; thence South 89° 54' 45" West, a distance of 8.00 feet to a point; thence North 00° 04' 59" West, a distance of 111.35 feet; thence North 90° 00' 00" East, a distance of 35.00 feet to a point; thence South 00° 04' 58" East, a distance of 111.35 feet to a point of curvature of a curve concave to the East, having a radius of 28.99 feet and a chord bearing of South 08° 23' 38" East; thence Southerly along said curve, through a central angle of 18° 37' 58", an arc distance of 8.79 feet; thence South 18° 42' 58" East, a distance of 143.50 feet to a point on the Northern right-of-way of Okeechobee Road and the Point of Beginning.

Parcel J contains 8,841 square feet, more or less.



OR BOOK 1210 PAGE 0912

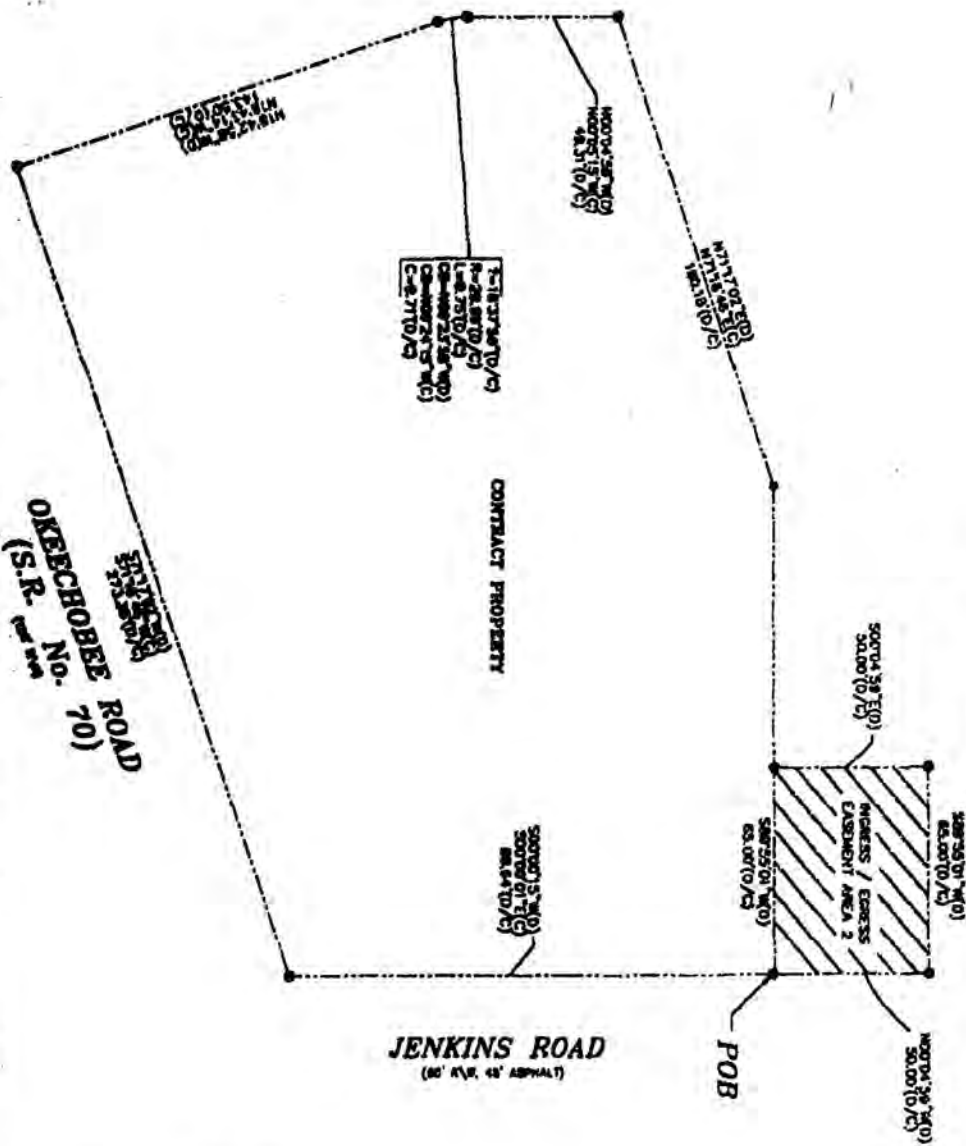
EXHIBIT "D"

Ingress/Egress Easement Area II

A tract or parcel of land in Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida as hatched below and being more particularly described as follows:

Beginning at the North easternmost point of the Contract Property on the Western right-of-way of Jenkins Road; thence North 00° 04' 58" West along said right-of-way, a distance of 50.00 feet to a point; thence South 88° 55' 01" West, a distance of 65.00 feet to a point; thence South 00° 04' 58" East, a distance of 50.00 feet to a point; thence North 88° 55' 01" East along the Northern Boundary line of the Contract Property, a distance of 65.00 feet to the Point of Beginning.

Parcel 2 contains 3,250 square feet, more or less.



OR BOOK 1210 PAGE 0913

B
37.50

This instrument prepared by
and after recording return to:
Claude P. Czaja, Esq.
Racetrac Petroleum, Inc.
300 Technology Court
Smyrna, Georgia 30082

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1705566 OR BOOK 1210 PAGE 0918
Recorded: 03-18-99 11:08 A.M.

**FIRST AMENDMENT
TO
RECIPROCAL EASEMENT AND OPERATION AGREEMENT**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT (the "Amendment") is made as of this 14 day of March, 1998, between **RK HOLDINGS**, a Florida general partnership, through Sidney Kohl, its sole remaining General Partner, having an address of 340 Royal Poinciana Way, Suite 305, Palm Beach, Florida 33480 ("Landholder"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, having an office at 2455 Paces Ferry Road, Building C, 20th Floor, Attn: Legal Department, Atlanta, Georgia 30339-4024 ("HD").

RECITALS

- A. Landholder and HD entered into a certain Reciprocal Easement and Operation Agreement dated March 13, 1997, recorded in the St. Lucie County, Florida Circuit Court Clerks' office, O.R. Book 1065, Page 1910 (the "REA").
- B. In compliance with Section 10.01(f) of the REA, Landholder and HD comprise the Approving Parties required to amend the REA.
- C. Landholder and HD desire to amend certain provisions of the REA for their mutual benefit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landholder and HD hereby agree, and the REA is hereby amended, as follows:

- 1. The last sentence of the first paragraph of the Preliminary Statement section of the REA is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"As set forth herein, "Outparcel B" shall mean and refer to that portion of said Parcel B2 as shown on that certain Plat prepared by Culpepper & Terpinig, Job No.: 2248, last revised February 16, 1999, recorded in Plat Book _____, Page _____, of the Public Records of St. Lucie County, Florida (the "Revised Plat"). "Outparcel C" shall mean and refer to Parcel B2 less and except Outparcel "B" as Outparcel "B" is shown on the Revised Plat."

- 2. Notwithstanding Section 1.02 or Section 1.03 of the REA, the parties hereby agree that any Drainage Facilities and Utility Lines installed upon Outparcel B that service other portions of the Project shall only be located within the areas denoted as "Utility Areas" on Exhibit "A" attached hereto and made a part hereof by this reference, and that any Utility Lines proposed to be installed upon any other portion of Outparcel B that service other portions of the Project may only be installed after procuring the prior written consent of the Owner of Outparcel B. Accordingly, the "Common Facilities" upon Outparcel B that shall be subject to any of the easements set forth in the REA shall be limited to the Utility Areas denoted on Exhibit "A" attached hereto and North-South Drive as is depicted on the Site Plan.

- 3. Notwithstanding Section 1.03 of the REA, from and after the date hereof, the performance by HD of the "Work" as described in the Development Agreement on Outparcel B may only commence after procuring the prior written consent of the Owner of Outparcel B.

CHICAGO TITLE INSURANCE COMPANY
390 N. ORANGE AVE., SUITE 150
ORLANDO, FLORIDA 32801
5098201001

4. Notwithstanding Section 1.06(b) of the REA, the Owner of Outparcel B shall be allowed to construct and maintain a sign on Outparcel B, in the area depicted on the Racetrac Site Plan attached hereto as Exhibit "B", said sign being substantially similar to the sign appearing in the rendering attached hereto as Exhibit "C".

5. Notwithstanding the terms of Section 2.02(a) of the REA, the parties hereto hereby agree that unless the Owner of Outparcel B is the Requesting Party, the Owner of Outparcel B shall not share in any costs associated with keeping East-West Drive or North-South Drive lighted after Normal Lighting Hours, and such shall be the case whether or not the business operated on Outparcel B remains open during additional hours as referenced in Section 2.02(a).

6. Section 2.02(b) is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"(b) The foregoing provisions of Section 2.02(a) to the contrary notwithstanding, all exterior lighting fixtures and facilities serving the driveways, roadways and parking areas on all of the Outparcels except for Outparcel B (including, without limitation, the North-South Drive) shall (i) initially be high-pressure sodium lighting fixtures and facilities, (ii) not exceed an average light output of three (3) foot candles, (iii) at all times be subject to the requirements, specifications and restrictions set forth in or established pursuant to the Development Agreement, and (iv) be operated, maintained and controlled solely by HD as further described in Section 2.03 hereof. The parties hereto hereby agree that any 'Racetrac Petroleum' site on Outparcel B (and any successor site that utilizes 'Racetrac Petroleum' improvements) may install and maintain its prototypical exterior lighting on Outparcel B under its canopy, the awning connecting the canopy to the building, if any, and any light utilizing a soffit. All other lights on Outparcel "B" shall remain subject to the foregoing in the first sentence of this Section 2.02(b)."

7. The parties hereto agree to add the following to the end of Section 2.03(b): "; provided that with specific reference to Outparcel B, "Common Facilities" shall mean those areas identified by cross-hatching on Exhibit "D" attached hereto and incorporated by this reference and those exterior light fixtures and facilities located on Outparcel B which have been or will be installed along North-South Drive specifically to illuminate North-South Drive."

8. The parties hereto agree that the following shall be added to the end of Section 3.01(a): "Notwithstanding anything contained in this Section 3.01(a) to the contrary, no blockage or closing of North-South Drive shall occur without the prior written consent of the Owner of Outparcel B."

9. The parties hereto agree that the following shall be added to the end of Section 3.01(d): "The use of Outparcel B as a 'Racetrac Petroleum' site shall not, *per se*, constitute a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards."

10. Notwithstanding the terms of Section 3.01(g) of the REA, promotion, entertainment, amusement or other activities as contemplated in Section 3.01(g) shall not be prohibited (i) on the sidewalks immediately adjacent to the building on Outparcel B, or (ii) the Canopy Areas, as hereinafter defined, on Outparcel B.

11. The parties hereto agree that the following shall be added to the end of Section 3.01(h): "The parties hereto hereby approve the curb cut from the western border of Outparcel B onto North-South Drive as is depicted on the Racetrac Site Plan attached hereto as Exhibit "B"."

12. Section 3.01(i) is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"No building constructed on Outparcel B shall exceed twenty-five (25) feet in height or Seven Thousand (7,000) square feet in floor area. Any exterior gasoline pumps

and islands and any open-air areas beneath any canopies covering gasoline pumps and islands (herein referred to as "Canopy Area") shall not be deemed a part of the building area for purposes of computing the 7,000 square foot limitation on buildings contained in Section 3.01(i)."

13. Notwithstanding the terms of Section 3.01(k) of the REA, any construction or maintenance of that portion of the Canal which is located on Outparcel B shall only commence with the prior written approval of the Owner of Outparcel B, which approval shall not be unreasonably withheld, and provided that any such construction or maintenance of said portion of the Canal shall in no way unreasonably interfere with regard to the operation of business on and the use and enjoyment of Outparcel B.

14. If HD does not respond to a request for approval by the Owner of Outparcel B made pursuant to and in accordance with the terms of the REA within ten (10) business days after receipt of such request by HD, then such request shall be deemed approved by HD in the event that: (i) the Owner of Outparcel B sends a second request for such approval to HD, which request contains a bold caption in at least 24-point type that "This request shall be deemed approved if no response is received within ten (10) business days of your receipt of this request", and (ii) HD fails to respond to such second request within ten (10) business days of its receipt of same.

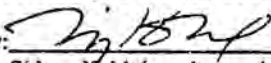
15. Capitalized terms utilized in this Amendment and not defined herein shall have the meanings attributed to such terms in the REA. As used herein, "business days" shall exclude Saturdays, Sundays, and holidays recognized by the New York Stock Exchange.

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

17. All terms, conditions and provisions of the REA not expressly amended or modified by this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

LANDHOLDER:
RK Holdings, a Florida General Partnership

By: 
Sidney Kohl, its sole remaining General Partner

WITNESSES:

G. Diaz Granados

Name: G. DIAZ-GRANADOS

Ann Jenkins

Name: ANN JENKINS

SIGNATURES FOR FIRST AMENDMENT CONTINUED ON FOLLOWING PAGE

SIGNATURES FOR FIRST AMENDMENT CONTINUED FROM PRECEDING PAGE

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me this 14th day of MAY, 1998, by Sidney Kohl, as sole remaining General Partner of RK Holdings, a Florida General Partnership. He personally appeared before me, and is personally known to me or produced _____ as identification.

 Leslie P. Moss
Commission # CC 737183
Expired June 5, 2002
BONDED THRU
ATLANTIC BONDING CO., INC
[NOTARIAL SEAL]

Notary: Leslie P. Moss
Print Name: LESLIE P. MOSS
Notary Public, State of FLORIDA
My commission expires: 6-5-02

HD:

WITNESSES:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

Barbara Lawrence
Name: Barbara Lawrence

By: Kathryn E. Lee
Name: Kathryn E. Lee
Title: Senior Corporate Counsel/Real Estate

Pamela Coleman
Name: Pamela Coleman

[CORPORATE SEAL]

STATE OF GEORGIA)
COUNTY OF COBB) SS:

The foregoing instrument was acknowledged before me this 8 day of March, 1998, by Kathryn E. Lee, as Corp. Counsel - Real Estate of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. ~~He/She/They~~ personally appeared before me, and is/~~are~~ personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: Michele Roseman-Ducré
Print Name: MICHELE ROSEMAN-DUCRE
Notary Public, State of Georgia, Cobb County, Georgia
My commission expires: Oct. 5, 2002

EXHIBIT "A"

Utility Area is shown hatched below:

OR BOOK 1210 PAGE 0922

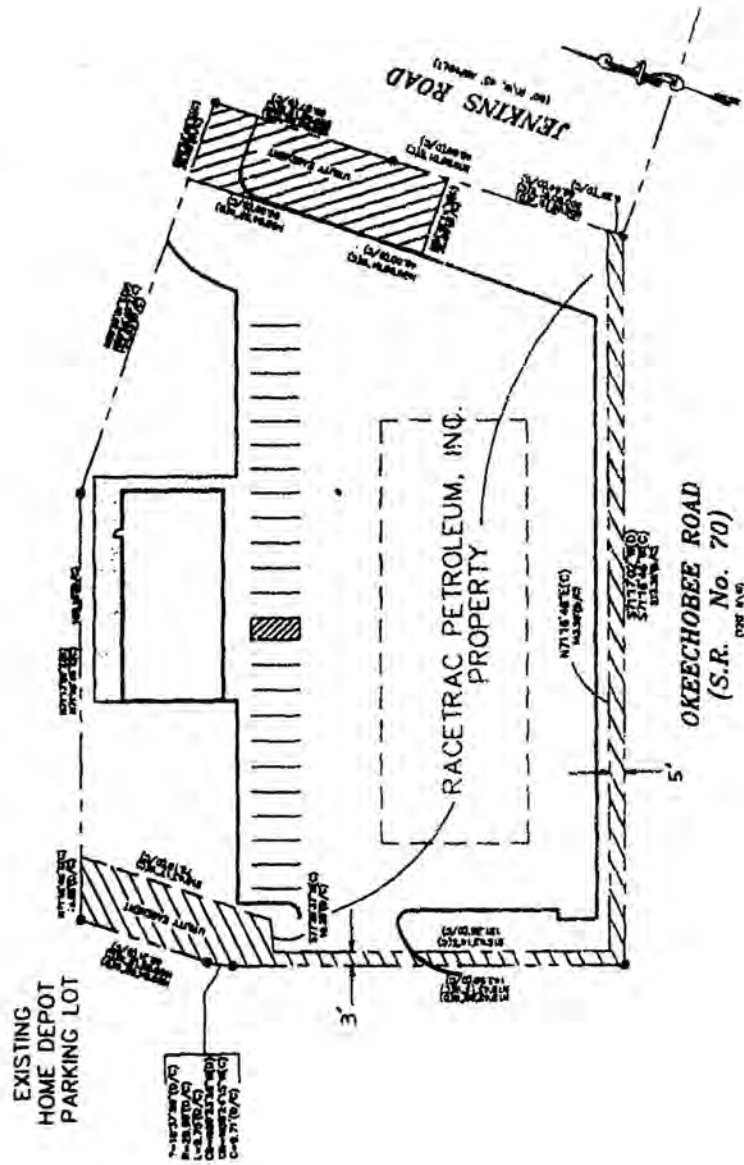
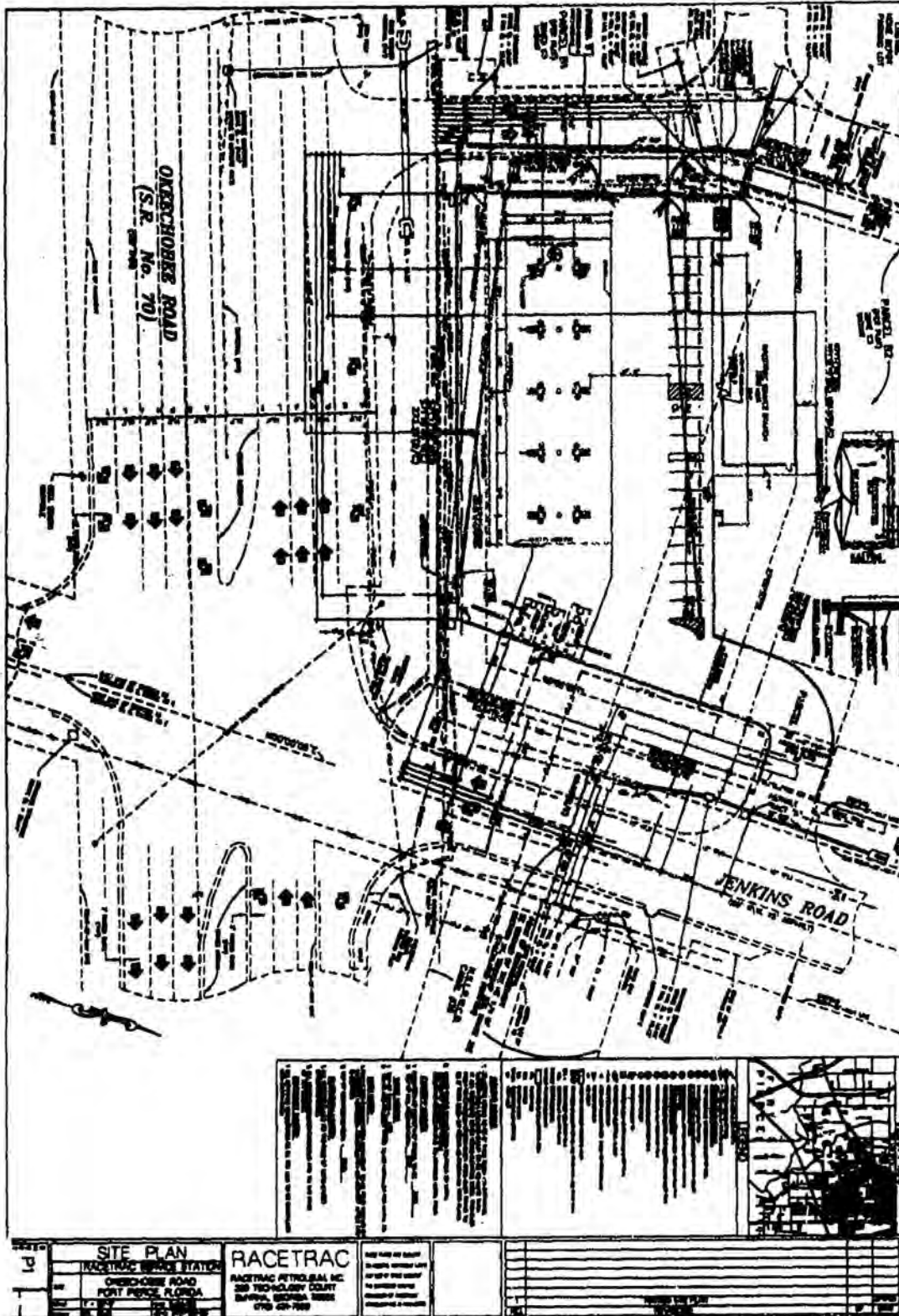


EXHIBIT "B"

Racetrac Site Plan

OR BOOK 1210 PAGE 0923



DATE: 10/1/88	SCALE: AS SHOWN	SITE PLAN		RACETRAC	RACETRAC RETAIL, INC. 280 TECHNOLOGY COURT MARIETTA, GEORGIA 30067 770-427-7888
		RACETRAC SERVICE STATION			
PROJECT: OKECHOBEE ROAD FORT PENCE, FLORIDA		RACETRAC		RACETRAC RETAIL, INC.	

EXHIBIT "C"

Racetrac Sign is shown cross-hatched below:

200 SQ.FT. SIGN **RaceTrac**



EXTERNALLY-ILLUMINATED DOUBLE-FACED SIGN, PMS 418 GREY ALUMINUM CABINET & .040 ALUMINUM DIVIDER STRIP. .063 PRE-FINISHED YELLOW ALUMINUM PRICE BACKGROUND PANEL (COLOR PER CUSTOMER). RACETRAC BACKGROUND PANEL-.063 ALUMINUM PAINTED RED COLOR PER CUSTOMER. WHITE VINYL COPY WITH BLUE VINYL BORDER. BORDER BLUE TO MATCH PMS 201. PRICE NUMBERS-FLIP 20 GA. GALVANNEALED PANELS WITH BLACK VINYL-APPLIED 1ST. SURFACE. REGULAR UNLEADED-UNLEADED PLUS- BLACK VINYL APPLIED 1ST. SURFACE. NUMERAL PANEL QUANTITY REQUIREMENTS DOLLAR PANELS-0-1 (1 EA. PER SIDE) TEN CENT PANELS-0-9(1 EA. PER SIDE) PENNY PANELS-0-9(1 EA. PER SIDE) SMALL 9-PERMANENTLY AFFIXED TO FACE (1 EA. PER SIDE). STEEL-CATWALK-LADDER-PAINTED 431 GREY (SPECIAL MIX AKZO) (FORMULA PER CUSTOMER. ANCHOR BOLT INSTALLATION.

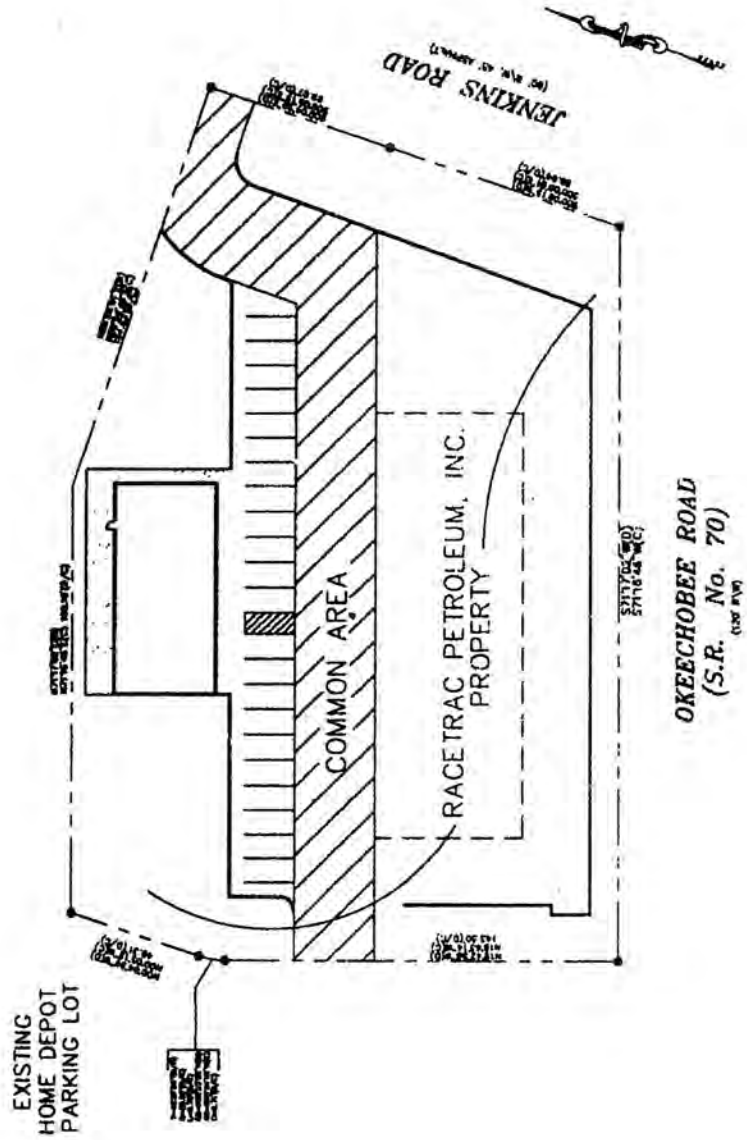
ACKEN SIGNS
 P.O. BOX 1538 100 PINE STREET
 BLUEFIELD, WY 24701 (304)327-3541

DATE: 12-22-97	SCALE: 1/4"=1'	DRAWING #: 12531A	FILE: 10X203PR
SALES: T. FRENCH	CLIENT: RACETRAC	LOCATION: VARIOUS	

EXHIBIT "D"

Common Facilities are shown hatched below:

OR BOOK 1210 PAGE 0925



RG Towers, LLC

2141 Alternate A1A South, Suite 440
JUPITER, FL. 33477

SONIC-TC04
2551 JENKINS ROAD
FORT PIERCE, FL 34947
LATITUDE 27°25'07.377"N, LONGITUDE 80°23'00.996"W



VICINITY MAP

FROM RG TOWERS OFFICE PROCEED NORTH ON A1A TO INDIANTOWN ROAD. HEAD WEST ON INDIANTOWN ROAD TO I-95. GO NORTH ON I-95 TO ST. LUCIE COUNTY. TAKE EXIT 129 (OKEECHOBEE RD) EAST TO S JENKINS RD. MAKE A LEFT ON S JENKINS RD AND TAKE THE SECOND ACCESS TO THE WEST. THE TOWER ACCESS WILL BE LOCATED ON THE SOUTH SIDE OF THE RD.

DRIVING DIRECTIONS

THIS PROJECT IS FOR THE CONSTRUCTION OF AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF THE INSTALLATION OF A 150' MONOPOLE COMMUNICATIONS TOWER AND FUTURE WIRELESS BASE STATION EQUIPMENT IN ORDER TO PROVIDE RADIO TRANSMISSION SERVICES FOR PERSONAL COMMUNICATIONS AS WELL AS EMERGENCY 911 SERVICE. PROJECT SIZE IS 2,500 SF COMPOUND.

PROJECT DESCRIPTION

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- | | |
|--|---|
| 1. 5TH EDITION (2014) FLORIDA BUILDING CODE | 6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC) |
| 2. NATIONAL ELECTRIC CODE (NEC) WITH LOCAL AMENDMENTS LATEST ED. | 7. UNDERWRITERS LABORATORIES (UL) APPROVED ELECTRICAL PRODUCTS |
| 3. ANSI/TIA/EIA APPLICABLE STANDARDS | 8. LOCAL BUILDING CODE |
| 4. LIFE SAFETY CODE NFPA-101-2015 | 9. CITY/COUNTY ORDINANCES |
| 5. 5TH EDITION (2014) FLORIDA FIRE PREVENTION CODE | 10. NFPA 55 AND 70 (2013) |

CODE COMPLIANCE

APPLICANT/LESSEE

MDCMC NAME: RG TOWERS, LLC
PROJECT MANAGER: SCOTT RICHARDS
PHONE: (561) 748-0302

PROPERTY INFORMATION

OWNER: RG TOWERS, LLC
2141 ALTERNATE A1A SOUTH, SUITE 440
JUPITER, FL 33477

CONTACT: SCOTT RICHARDS
(561) 748-0302

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

JURISDICTION: CITY OF FORT PIERCE

PROJECT INFORMATION

EQUIPMENT LOCATION: OUTDOOR INDOOR

ANTENNA LOCATION:
 GUY TOWER
 SELF SUPPORT TOWER
 MONOPOLE
 ROOF TOP
 NEW TOWER (MONOPOLE TOWER)
 OTHER

PROJECT SUMMARY

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665

STRUCTURAL ENGINEER:

N/A

ELECTRICAL ENGINEER:

N/A

SURVEYOR:

WSP CONSULTANTS, INC.
19006 1ST STREET S.W.
LUTZ, FL 33548

TOWER ENGINEER:

N/A

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T-1	COVER SHEET	0
G-1	GENERAL NOTES	0
C-1	SITE PLAN AND TOWER ELEVATION	0
C-2	ENLARGED SITE PLAN	0
C-3	CONSTRUCTION DETAILS	0
C-4	FENCE AND GATE DETAILS	0
C-5	STORM DRAINAGE PLAN	0
L-1	LANDSCAPE PLAN	0
L-2	LANDSCAPE DETAILS	0
E-1	ELECTRICAL RISER DIAGRAM	0
E-2	ELECTRICAL SITE PLAN	0
ISSUED FOR: CONSTRUCTION DRAWINGS		
DATE: NOVEMBER 2015		

SHEET INDEX

RG Towers, LLC
2141 Alternate A1A South, Suite 440
Jupiter, FL 33477

PROJECT INFORMATION:

SONIC-TC04

2551 JENKINS ROAD
FORT PIERCE, FL 34947
ST. LUCIE COUNTY

CURRENT ISSUE DATE:

NOVEMBER 2015

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV.: DATE: DESCRIPTION:

SEAL:

No. 72397

STATE OF

FLORIDA

PROFESSIONAL ENGINEER

11-30-2015

PLANS PREPARED BY:

Kimley-Horn

© 2015 KIMLEY-HORN AND ASSOCIATES, INC.

1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE CA0000696

PROVIDER:

RG Towers, LLC

2141 Alternate A1A South, Suite 440
Jupiter, FL 33477

DRAWN BY: CHK.: APV.:

GD LF MM

LICENSURE:

MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:

COVER SHEET

SHEET NUMBER: REVISION:

T-1

KHA Job #:

144042036

STANDARD PROVISIONS

INTENT

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE PERFORMED AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THE RG TOWERS, LLC SITE.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND COMPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED ON BOTH.
- C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS INDICATED IN THE DOCUMENTS.
- D. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK HOWEVER, NO CHANGES THAT ALTER THE CHARACTER INTENT OF THE DESIGN WILL BE MADE OR PERMITTED BY RG TOWERS, LLC WITHOUT A CHANGE ORDER.

CONFLICTS

- A. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR PERFORMING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY INADVERTENTLY OCCUR SHALL BE SUBMITTED TO THE RG TOWERS, LLC CONSTRUCTION PROJECT MANAGER (CPM) FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREA.
- B. THE CONTRACTOR, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING ABOUT WHICH THE CONTRACTOR MIGHT NOT HAVE FULLY INFORMED HIMSELF PRIOR TO BIDDING.

CONTRACTS AND WARRANTIES

- A. EACH CONTRACTOR IS RESPONSIBLE FOR HELPING TO OBTAIN THE BUILDING PERMIT AT THE LOCAL JURISDICTION AS THE CONTRACTOR OF RECORD, AND PROVIDE SAID JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS A CONTRACTOR IN THAT JURISDICTION.

STORAGE:

- A. DO NOT USE THE EXISTING BUILDING SPACE FOR STORAGE OF TOOLS OR MATERIALS WITHOUT THE CONSTRUCTION PROJECT MANAGER AND/OR BUILDING OWNER APPROVAL.
- B. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY LOCATION AND IN A MANNER THAT WILL NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY EQUIPMENT OR MATERIAL STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE MANUFACTURER.

PROTECTION:

- A. PROTECT FINISHED SURFACES, INCLUDING JAMBS AND HEADS OF OPENINGS USED AS PASSAGEWAYS THROUGH WHICH EQUIPMENT AND MATERIALS WILL PASS.
- B. PROVIDE PROTECTION FOR EQUIPMENT ROOM SURFACES PRIOR TO ALLOWING EQUIPMENT OR MATERIALS TO BE MOVED OVER SUCH SURFACES.
- C. MAINTAIN FINISHED SURFACES CLEAN, UNMARRED AND SUITABLY PROTECTED UNTIL JOB SITE IS ACCEPTED BY CPM.

REPAIRS AND REPLACEMENTS:

- A. IN EVENT OF DAMAGE, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS AND REPAIRS AND AT NO ADDITIONAL COST TO RG TOWERS, LLC AND/OR BUILDING OWNER.

TEMPORARY FACILITIES:

- A. WATER:
WATER IS NOT AVAILABLE TO THE CONTRACTORS ON SITE.
- B. LIGHT AND POWER:
LIGHT AND POWER ARE NOT AVAILABLE ON SITE.
- C. TELEPHONE:
EACH CONTRACTOR TO PROVIDE HIS OWN TELEPHONE ACCESS IF REQUIRED.
- D. IF PERMANENT POWER IS COMPLETED, ALL CONTRACTORS MAY USE THE SERVICE CONNECTION FOR PRODUCTION WORK ONLY, PROVIDED THAT ELECTRICAL CORDS AND CONNECTIONS ARE FURNISHED BY THE CONTRACTORS AND ARE DISCONNECTED AND PROPERLY STORED DURING NON-WORKING HOURS.

CLEAN UP:

- A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK, AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING, INCLUDING ALL TOOLS, SCAFFOLDING AND SURPLUS MATERIALS, AND SHALL LEAVE THE WORK CLEAN AND READY FOR USE.
- B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WATER MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
 - 1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.

CHANGE ORDER PROCEDURE:

- A. CHANGE ORDER MAY BE INITIATED BY THE CPM, AND/OR THE CONTRACTOR. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE CPM SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE CPM FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES TO THE SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE CPM, SHALL BECOME THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RELATED DOCUMENTS AND COORDINATION:

- A. GENERAL CARPENTRY, ELECTRICAL, AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

PRODUCTS AND SUBSTITUTIONS:

- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS, AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- B. ALL NECESSARY PRODUCT DATA AND CUT SHEETS SHALL PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS, AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE CPM, SUBMIT ACTUAL SAMPLES TO THE CPM FOR APPROVAL IN LIEU OF CUT SHEETS.

COMPLIANCE

- A. ALL MATERIALS, DESIGN, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES (SOME OF WHICH ARE LISTED BELOW), ORDINANCES, AND AUTHORITIES HAVING JURISDICTION OVER THE WORK. UPON THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE RG TOWERS, LLC WITH A CERTIFICATE OF OCCUPANCY (IF REQUIRED) AND OTHER LEGAL DOCUMENTS TO VERIFY SUCH COMPLIANCE. WHERE NO CODES EXIST, THE WORK SHALL CONFORM WITH THE 5TH EDITION, 2014 FLORIDA BUILDING CODE, AND/OR THE SPECIFICATIONS HEREIN, WHICHEVER IS MORE STRINGENT, AND A DOCUMENT STATEMENT SHALL BE FURNISHED TO THIS EFFECT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY COMPLIANCE WITH THE GOVERNING CODES AND TO NOTIFY THE CPM OF ANY DISCREPANCIES PRIOR TO PERFORMING WORK.

REFERENCE TO ANY STANDARD OR CODE OF PRACTICE IN THIS SPECIFICATION SHALL BE DEEMED TO MEAN THE EDITION CURRENT AT THE TIME OF AWARD OF THE CONTRACT. THE CONTRACTOR SHALL COMPLY WITH ALL ZONING AND SITE ACQUISITION SPECIAL STIPULATIONS AS OUTLINED IN THE JOB SPECIFICATIONS, OR AS DIRECTED BY THE CPM.

ANSI/TIA/EIA - 222 - G
5TH EDITION, 2014 FLORIDA BUILDING CODE
BUILDING OFFICIALS & CODE ADMINISTRATORS
NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS
UNDERWRITERS LABORATORIES (U.L.) APPROVED ELECTRICAL PRODUCTS
AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
LIFE SAFETY CODE NFPA - 101-2015
FEDERAL AVIATION REGULATIONS
5TH EDITION, 2014 FLORIDA FIRE PROTECTION CODE

PERMITS AND LICENSES

- A. RG TOWERS, LLC SHALL OBTAIN ALL REQUIRED LOCAL, STATE, AND/OR COUNTY CONSTRUCTION PERMITS AND LICENSES. COPIES OF ALL PERMITS SHALL BE SENT TO CPM. APPROVALS FROM RELEVANT PLANNING BOARDS, ENVIRONMENTAL BOARDS, AND/OR OTHER COMMITTEES WILL BE SUPPLIED BY OTHERS, BUT MUST BE CONFIRMED BY THE SITE ACQUISITION SPECIALIST PRIOR TO THE APPLICATION FOR CONSTRUCTION PERMITS.
FAA APPROVAL WILL BE SUPPLIED BY OTHERS, BUT MUST BE CONFIRMED BY THE CONTRACTOR WITH THE CPM PRIOR TO THE COMMENCEMENT OF WORK.

- B. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ENGINEER FOR RESOLUTION AND INSTRUCTION AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.

- C. THE CONTRACTOR SHALL BE EQUIPPED WITH A MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A CELLULAR PHONE OR A PAGER.

- D. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SITE SAFETY INCLUDING BUT NOT LIMITED TO PROTECTION OF ALL SITE PERSONNEL AND THE GENERAL PUBLIC DURING THE ENTIRE SITE CONSTRUCTION PERIOD. HE SHALL TAKE ALL REASONABLE PRECAUTIONS TO PLACE AND MAINTAIN BARRICADES, LAMPS, SIGNS, AND THE LIKE IN ACCORDANCE WITH OSHA SAFETY ACT AND ANSI OCCUPATIONAL GUIDELINES.

- E. PROVIDE WEEKLY UPDATES ON SITE PROGRESS, EITHER VERBAL OR WRITTEN TO CPM.

COORDINATION WITH PUBLIC UTILITY AUTHORITIES

THE CONTRACTOR SHALL COORDINATE WITH RELEVANT AUTHORITIES THE WORKS THEY ARE TO BE CARRIED OUT. HE SHALL CONDUCT HIS OPERATIONS SO AS TO NOT INTERFERE WITH THE OPERATIONS OF PUBLIC AND/OR PRIVATE UTILITY AUTHORITIES, INSTALLING SERVICES ON THE SITE.

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION OF SUCH FACILITIES AND STRUCTURES DURING CONSTRUCTION OF THIS SITE.

INSPECTIONS

SUBCONTRACTORS SHALL NOTIFY THE GENERAL CONTRACTOR AT LEAST 24 HOURS IN ADVANCE OF REQUIRED INSPECTIONS.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ALL RELEVANT AUTHORITY INSPECTIONS ARE CARRIED OUT IN A TIMELY MANNER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH DESIGNATED ENGINEERING FIRM TO OBTAIN ALL REQUIRED INSPECTIONS AND TESTING. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

ENVIRONMENTAL PROTECTION

NOISE LEVEL: THE CONTRACTOR SHALL ENSURE THAT STATE AND LOCAL REGULATIONS ARE COMPLIED WITH IN REGARD TO NOISE LEVELS PRODUCED BY HIS OR HIS SUB-CONTRACTOR'S EQUIPMENT OR METHODS OF CONSTRUCTION.

DUST CONTROL: THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO LIMIT THE CREATION OF ANY DUST NUISANCE THAT MIGHT ARISE DURING CONSTRUCTION TO THE SATISFACTION OF THE LOCAL AUTHORITIES AND THE BUILDING OWNER. THE CPM MAY DIRECT THAT WORK CEASE UNTIL SUCH TIME AS ANY PARTICULAR DUST NUISANCE IS CONTROLLED TO THE SATISFACTION OF THE CPM, LOCAL AUTHORITIES, AND BUILDING OWNERS.

REINSTATEMENT

ANY PAVEMENT, FOOTPATH, CURB, GUTTERS, WALLS, FLOORS, SERVICES, AND EXISTING FEATURES OR OTHER PROPERTIES, DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REINSTATED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING BEFORE COMMENCEMENT OF OPERATIONS.

AS-BUILTS DRAWINGS

THE CONTRACTOR SHALL PREPARE A RED LINED SET OF AS-BUILT DRAWINGS. THE FORM OF MARKED UP CONSTRUCTION PLANS SHALL BE STANDARD ACCEPTABLE TO THE RG TOWERS, LLC. SUCH DRAWINGS SHALL BE SUBMITTED TO RG TOWERS, LLC WITHIN TWO WEEKS FROM PRACTICAL COMPLETION AND PRIOR TO APPROVAL OF THE CONTRACTOR'S FINAL INVOICE.

PRACTICAL COMPLETION

THE FOLLOWING DOCUMENTATION SHALL BE PROVIDED TO RG TOWERS, LLC WIRELESS PRIOR TO THE DATE OF PRACTICAL COMPLETION:

- 1. WARRANTIES AND MAINTENANCE MANUALS, IF APPLICABLE
- 2. GROUND SYSTEM RESISTANCE TEST
- 3. CERTIFICATE OF OCCUPANCY

INSURANCE AND BONDS:

- A. EACH CONTRACTOR SHALL AT HIS OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH HIS WORK UNTIL HE HAS PRESENTED A CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE GENERAL CONTRACTOR WHO SHALL, IN TURN, FORWARD A COPY OF ALL CERTIFICATES TO THE CPM.

RG Towers, LLC
2141 Alternate A1A South, Suite 440
Jupiter, FL 33477

PROJECT INFORMATION:

SONIC-TC04

2551 JENKINS ROAD
FORT PIERCE, FL 34947
ST. LUCIE COUNTY

CURRENT ISSUE DATE:

NOVEMBER 2015

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV.: DATE: DESCRIPTION:

SEAL:



PLANS PREPARED BY:

Kimley-Horn

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1920 WEKIVA WAY, SUITE 200
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(561) 845-0665
FBPE CA00000696

PROVIDER:

RG Towers, LLC
2141 Alternate A1A South, Suite 440
Jupiter, FL 33477

DRAWN BY: CHK.: APV.:

GD LF MM

LICENSURE:

MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER: REVISION:

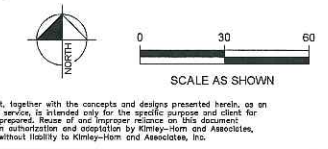
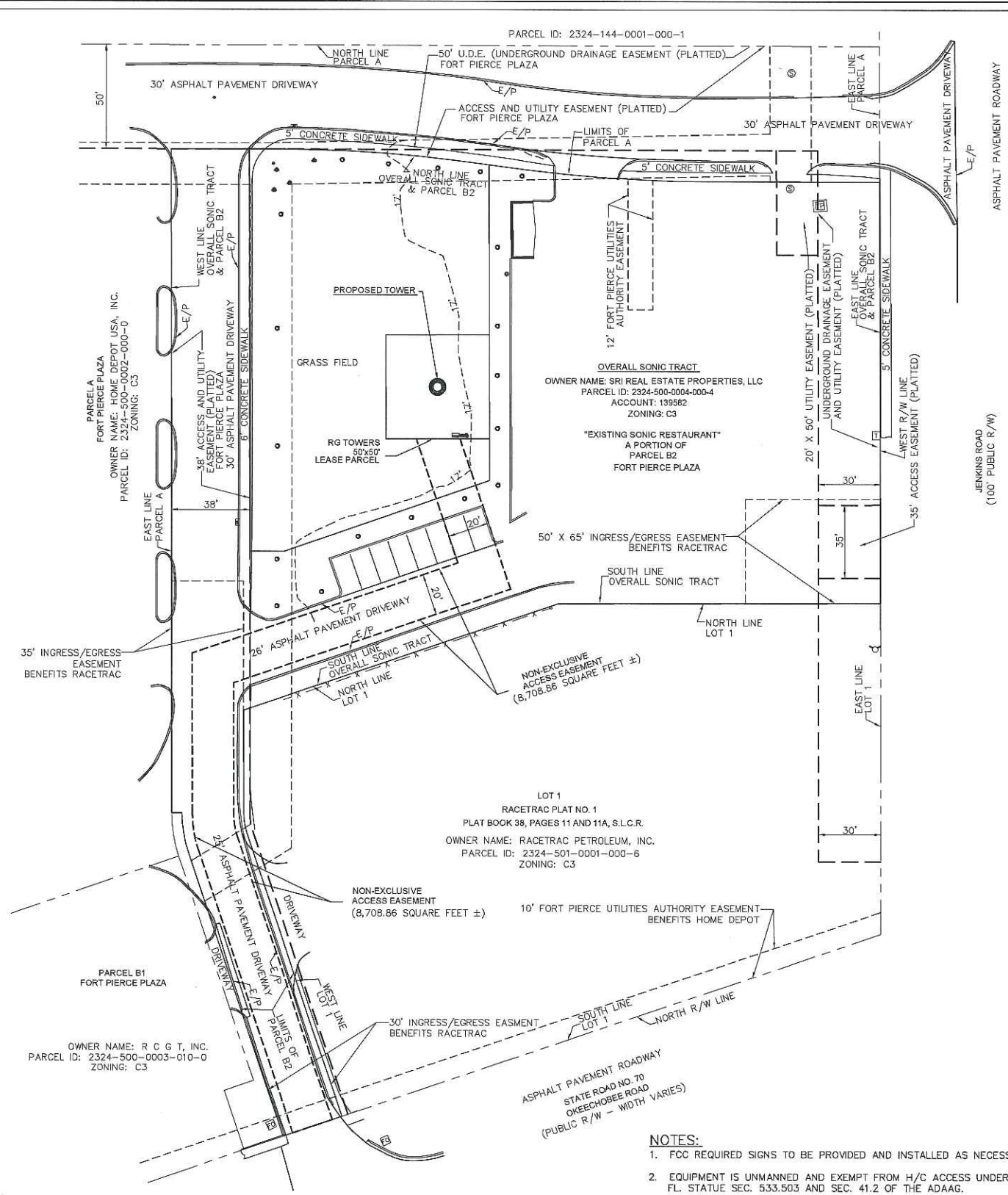
G-1

KHA Job #:

144042036

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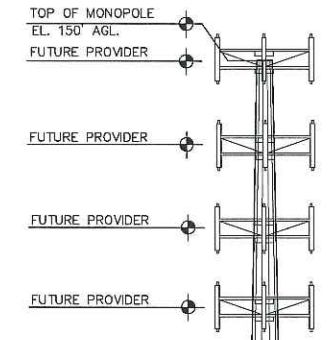
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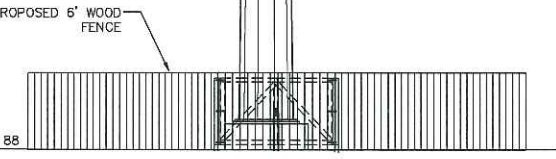
SITE PLAN

- NOTES:**
1. FCC REQUIRED SIGNS TO BE PROVIDED AND INSTALLED AS NECESSARY.
 2. EQUIPMENT IS UNMANNED AND EXEMPT FROM H/C ACCESS UNDER FL. STATUTE SEC. 533.503 AND SEC. 41.2 OF THE ADAAG.
 3. "HIGH VOLTAGE-DANGER" SIGN INSTALLED ON GATE AND SIGN SHALL NOT EXCEED 1 SF IN AREA.
 4. 6' HIGH WOOD FENCE AND LOCKED ENTRY GATE
 5. WATER AND SEWER SERVICES ARE NOT REQUIRED AT THIS SITE.
 6. SITE DESIGN ULTIMATE WIND SPEED 160MPH, PER (5TH EDITION) 2014 FBC. SEE TOWER STRUCTURAL FOR TOWER DESIGN WIND SPEED.

FLOOD ZONE INFORMATION					
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
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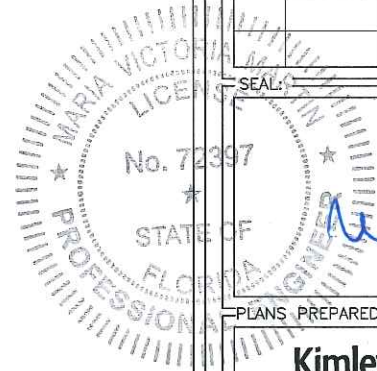


PROPOSED 150' MONOPOLE (DESIGNED BY OTHERS)



TOWER ELEVATION

- NOTE:**
1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS.
 2. TOWER IS DESIGNED FOR A TOTAL OF FOUR WIRELESS SERVICE PROVIDERS. LOCATION OF FUTURE PROVIDERS IS APPROXIMATE.
 3. CONTRACTOR TO COORDINATE ANTENNA MOUNTS W/ OWNER.
 4. CONTRACTOR TO REFER TO STRUCTURAL ANALYSIS (BY OTHERS).



RG Towers, LLC
2141 Alternate A1A South, Suite 440
Jupiter, FL 33477

PROJECT INFORMATION:

SONIC-TC04

2551 JENKINS ROAD
FORT PIERCE, FL 34947
ST. LUCIE COUNTY

CURRENT ISSUE DATE:

NOVEMBER 2015

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV.: DATE: DESCRIPTION:

REV.	DATE	DESCRIPTION

SEAL:

11-30-2015

PLANS PREPARED BY:

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(561) 845-0665
FBPE CA00000696

PROVIDER:

RG Towers, LLC
2141 Alternate A1A South, Suite 440
Jupiter, FL 33477

DRAWN BY: CHK.: APV.:

GD	LF	MM
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LICENSURE:

MARIA VICTORIA MARTIN	PE 72397
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SHEET TITLE:

SITE PLAN & TOWER ELEVATION

SHEET NUMBER: REVISION:

C-1

KHA Job #:

144042036

RG Towers, LLC
 2141 Alternate A1A South, Suite 440
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PROJECT INFORMATION:

SONIC-TC04

2551 JENKINS ROAD
 FORT PIERCE, FL 34947
 ST. LUCIE COUNTY

CURRENT ISSUE DATE:

NOVEMBER 2015

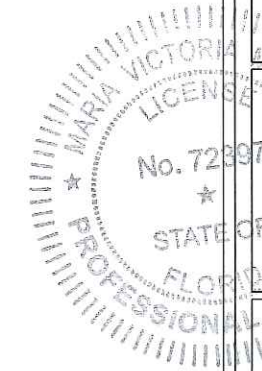
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Maria Victoria Martin

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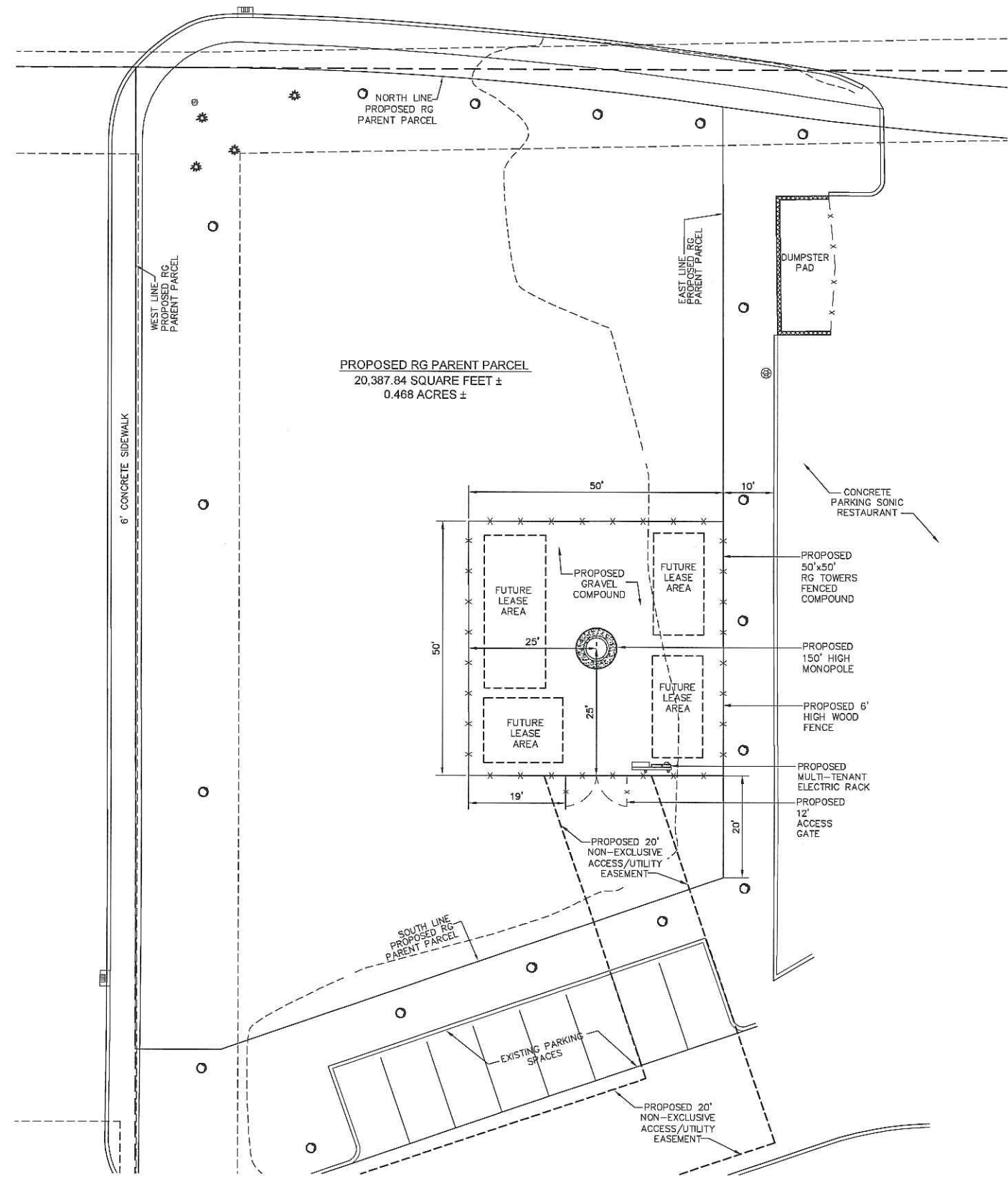
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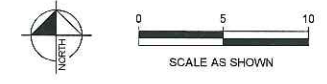
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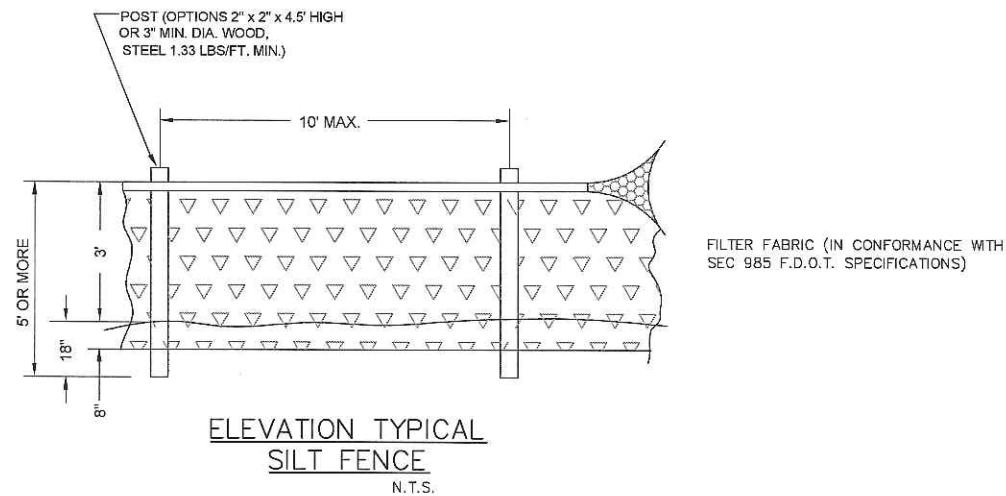
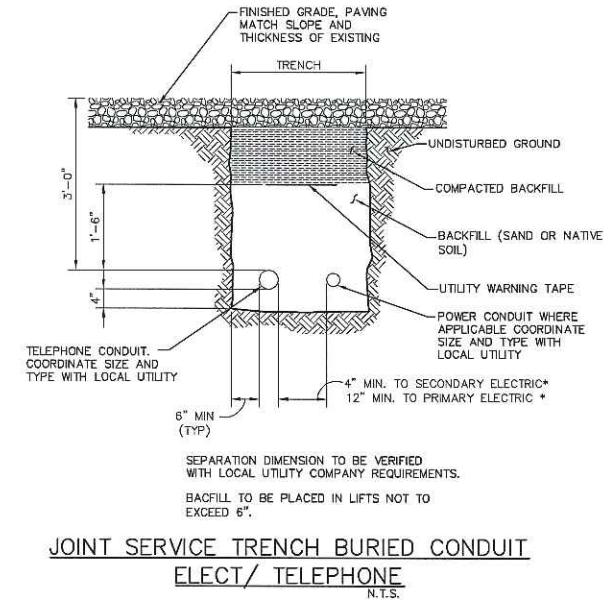
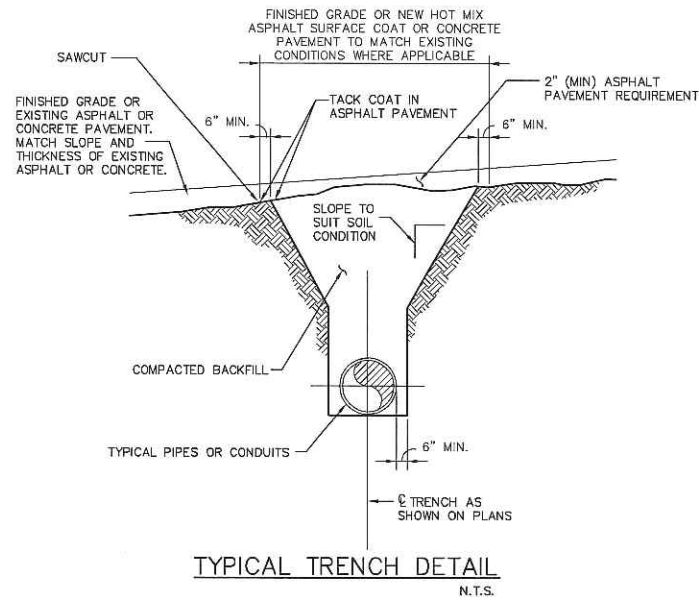
144042036



ENLARGED SITE PLAN



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PROJECT INFORMATION:

SONIC-TC04

2551 JENKINS ROAD
FORT PIERCE, FL 34947
ST. LUCIE COUNTY

CURRENT ISSUE DATE:

NOVEMBER 2015

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CONSTRUCTION DRAWINGS

REV.: DATE: DESCRIPTION:

SEAL:

MARIA VICTORIA MARTIN
LICENSE No. 72397
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11-30-2015

PLANS PREPARED BY:

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FBPE CA00000696

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2141 Alternate A1A South, Suite 440
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DRAWN BY: CHK.: APV.:

GD	LF	MM
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LICENSURE:

MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:

CONSTRUCTION DETAILS

SHEET NUMBER: REVISION:

C-3

KHA Job #:

144042036

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 FORT PIERCE, FL 34947
 ST. LUCIE COUNTY

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REV.:	DATE:	DESCRIPTION:

SEAL:
 No. 72397
 MARIA VICTORIA MARTIN
 PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 11-30-2015

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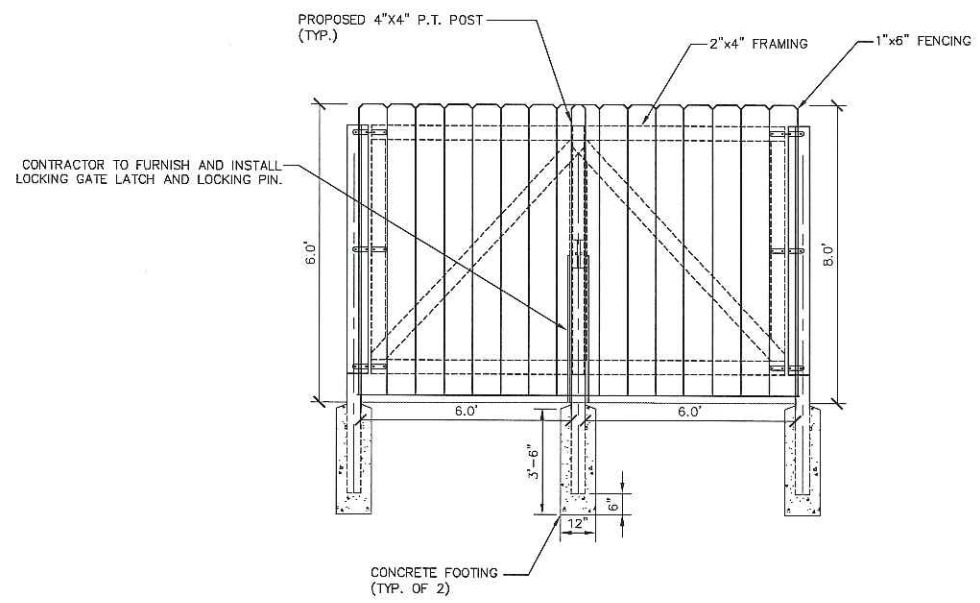
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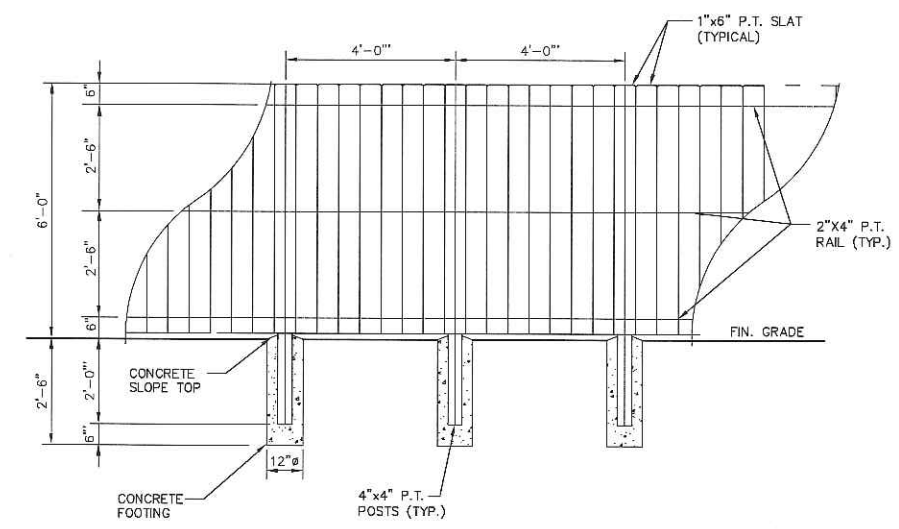
SHEET TITLE:
 WOODEN FENCE AND GATE DETAILS

SHEET NUMBER: REVISION:
C-4

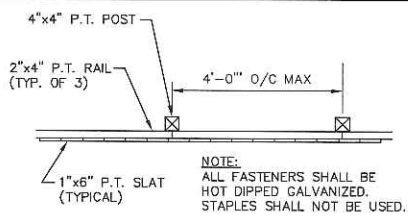
KHA Job #:
 144042036



GATE DETAIL
 N.T.S.
 NOTE:
 ALL HARDWARE TO BE HOT
 DIPPED GALVANIZED.



WOOD FENCE ELEVATION
 N.T.S.



WOOD FENCE PLAN VIEW
 N.T.S.

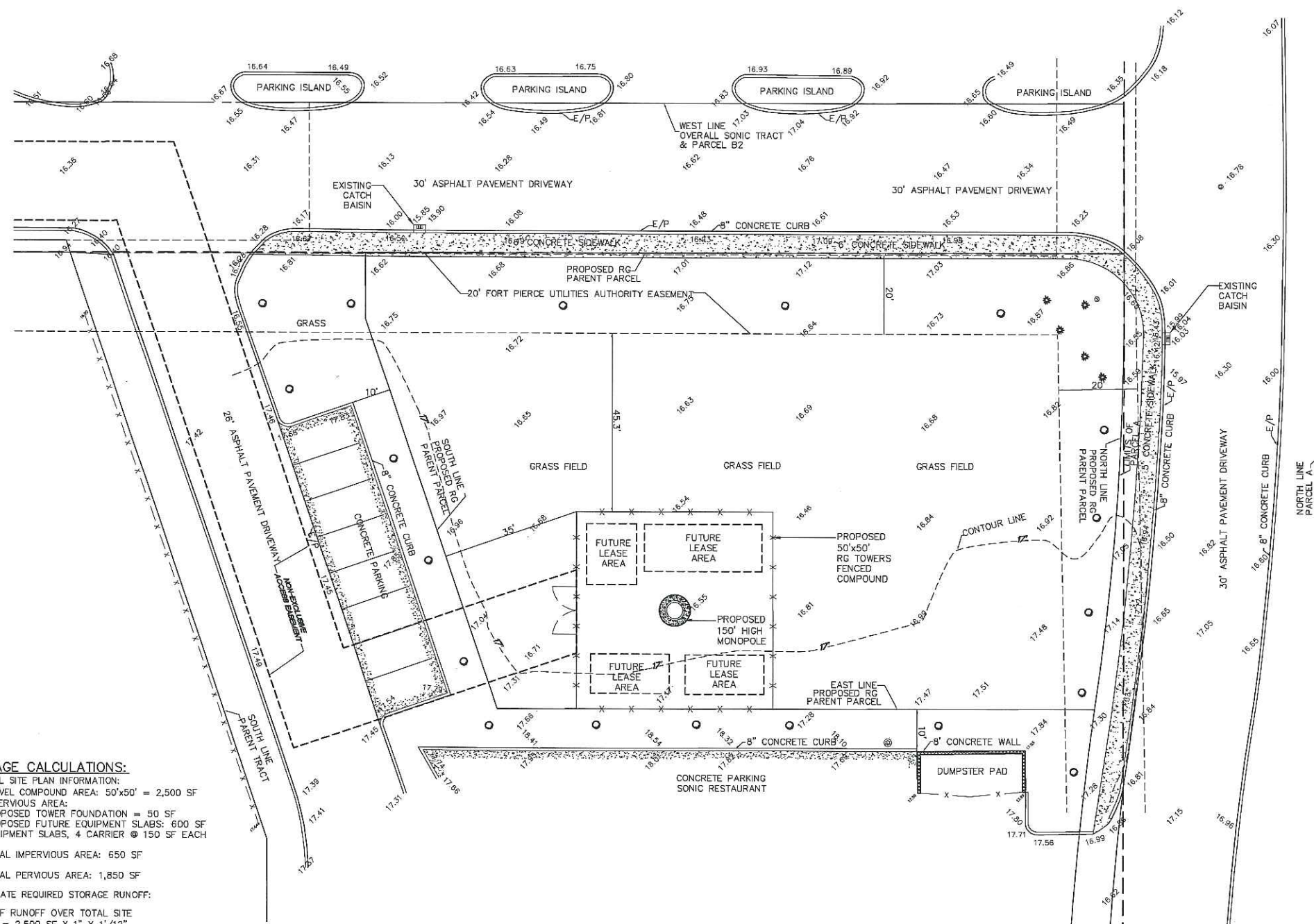
- WOOD FENCING NOTES:**
- ALL WOOD FENCE POSTS AND RAILS TO BE NO. 2 SOUTHERN YELLOW PINE CCA PRESSURE TREATED LUMBER.
 - PICKETS TO BE 1" THICK NO. 1 SPRUCE.
 - ALL POSTS TO BE 4"x4" NO. 2 PINE CCA PRESSURE TREATED LUMBER.
 - ALL METAL PARTS TO BE HOT DIP GALVANIZED.
 - GATE SHALL HAVE HEAVY DUTY HINGES AND LOCKING DEVICE.
 - CONCRETE FOR FOOTINGS TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.

NOTE:
 ALL FASTENERS SHALL BE
 HOT DIPPED GALVANIZED.
 STAPLES SHALL NOT BE USED.

Drawing name: K:\WPB_CAD\CAD\CELL STES\WGP Tower\144042036-TC04-Sonic\CAD\CAD\WOOD FENCE.dwg WOOD FENCE Nov 30, 2015 3:33pm by: marciemartin

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FLOOD ZONE INFORMATION					
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120286	0167	J	02/16/2012	X	N/A

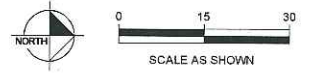


DRAINAGE CALCULATIONS:

I. GENERAL SITE PLAN INFORMATION:
 GRAVEL COMPOUND AREA: 50'x50' = 2,500 SF
 IMPERVIOUS AREA:
 PROPOSED TOWER FOUNDATION = 50 SF
 PROPOSED FUTURE EQUIPMENT SLABS: 600 SF
 EQUIPMENT SLABS, 4 CARRIER @ 150 SF EACH
 TOTAL IMPERVIOUS AREA: 650 SF
 TOTAL PERVIOUS AREA: 1,850 SF

II. CALCULATE REQUIRED STORAGE RUNOFF:
 1. 1" OF RUNOFF OVER TOTAL SITE
 $Q = 2,500 \text{ SF} \times 1" \times 1' / 12"$
 $Q = 208.33 \times 50\% \text{ (ALLOWABLE REDUCTION)}$
 $Q = 104.2 \text{ CF}$

III. STORAGE VOLUME PROVIDED:
 No. 57 STONE COMPOUND, 4" LAYER, 2,500 SF
 COMPOUND. ASSUME 40% VOIDS RATIO.
 RETENTION VOLUME PROVIDED = (2,500 SF - 650 SF)
 $\times 0.4 \times 4" / 12" = 246.66 \text{ CF}$
 RETENTION VOLUME PROVIDED = 246.66 CF
 RETENTION VOLUME PROVIDED IS GREATER THAN REQUIRED VOLUME



STORM DRAINAGE PLAN

NOTE:
 ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973.

RG Towers, LLC
 2141 Alternate A1A South, Suite 440
 Jupiter, FL 33477

PROJECT INFORMATION:
SONIC-TC04

2551 JENKINS ROAD
 FORT PIERCE, FL 34947
 ST. LUCIE COUNTY

CURRENT ISSUE DATE:
NOVEMBER 2015

ISSUED FOR:
CONSTRUCTION DRAWINGS

REV. DATE	DESCRIPTION

SEAL: MARIA VICTORIA MARTIN
 No. 72397
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 11-30-2015

PLANS PREPARED BY:
Kimley»Horn
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 (561) 845-0665
 FBPE CA00000696

PROVIDER:
RG Towers, LLC
 2141 Alternate A1A South, Suite 440
 Jupiter, FL 33477

DRAWN BY: **CHK.** APV.: **MM**

LICENSURE:
 MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:
STORM DRAINAGE PLAN

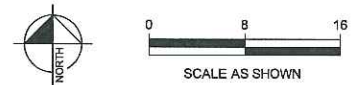
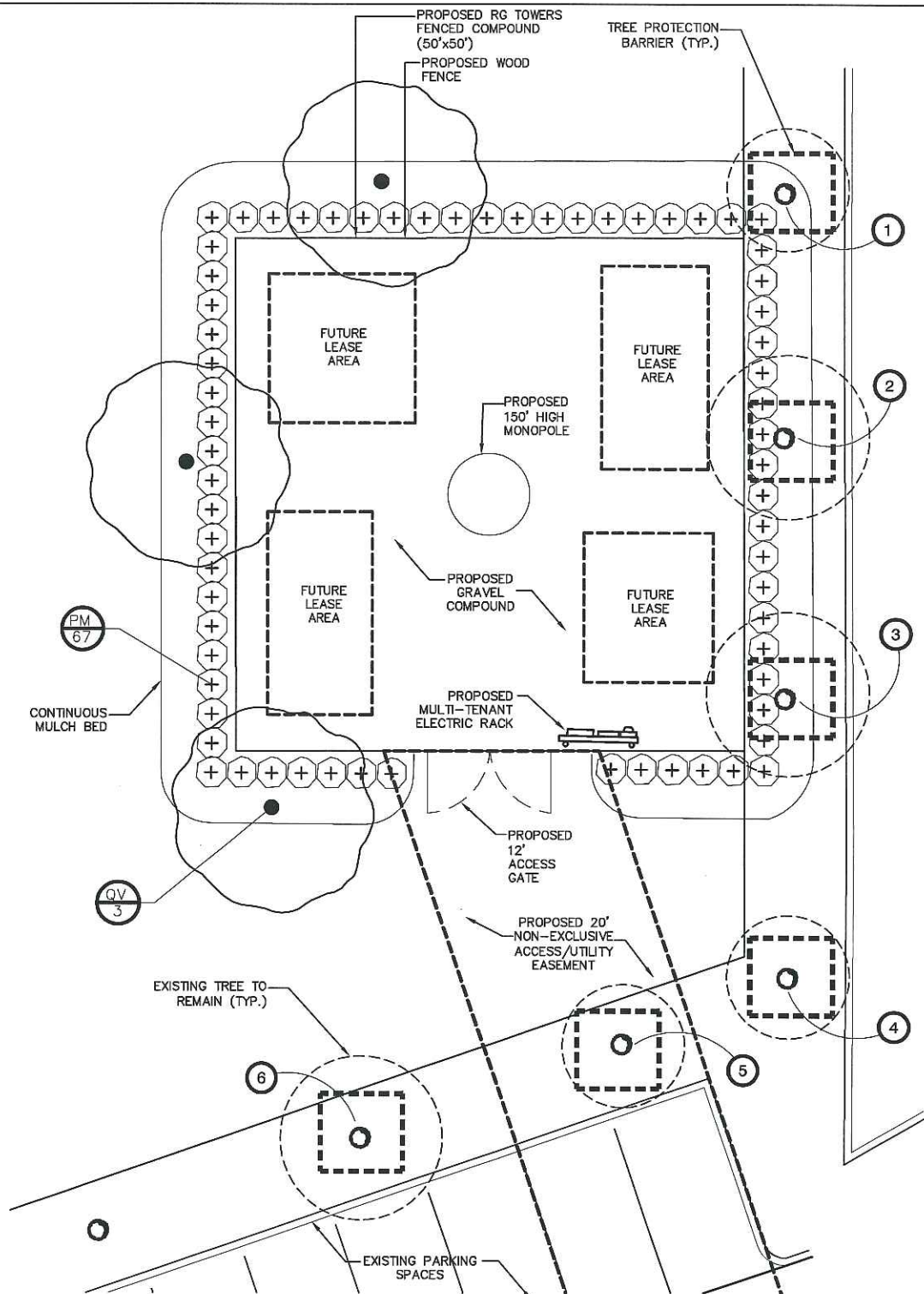
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KHA Job #:
144042036

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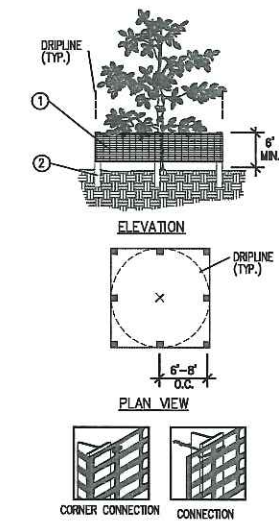


TREE #	COMMON NAME	BOTANICAL NAME	DBH	DISPOSITION
1	Live Oak	Quercus virginiana	6"	PROTECT*
2	Live Oak	Quercus virginiana	8"	PROTECT*
3	Live Oak	Quercus virginiana	8"	PROTECT*
4	Live Oak	Quercus virginiana	6"	PROTECT*
5	Live Oak	Quercus virginiana	6"	PROTECT*
6	Live Oak	Quercus virginiana	8"	PROTECT*

*SEE TREE PROTECTION DETAIL - THIS SHEET

PLANTING NOTES:

- CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
- PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
- PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
- ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
- CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
- CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.



Tree/Shrub Protector Barrier Detail

- INSTALLATION NOTES:**
- POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.
 - POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/4 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 8' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.
 - SPACE POSTS EVERY 6" (MIN.) TO 8" (MAX.).
 - SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONNED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.
- NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

LANDSCAPE WATERING SPECIFICATIONS AND NOTES

- A. WATER-SOLUBLE GEL SOIL AMENDMENT**
- ALL PLANTINGS SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, WITH POLYMER GEL SLURRY (AS DESCRIBED IN THESE SPECIFICATIONS), UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.
 - A WATER-ABSORBING POLYMER GEL PRODUCT (AGRODIAMONDS (TM)) THAT HAS BEEN HYDRATED ACCORDING TO MANUFACTURER'S DIRECTION SHALL BE PLACED INTO EACH HOLE PRIOR TO PLANTING. SEE APPLICATION RATE CHART, THIS SHEET. AGRODIAMONDS (TM) BY AGROTECH AMERICA (561) 743-8025.
- B. WATER**
- 90 DAYS OF WATER MONITORING SHALL BE SCHEDULED FOR ALL PLANTINGS UNDER THIS CONTRACT.
 - IF SITE EXPERIENCES DROUGHT OR IF RAINFALL DOES NOT ACCUMULATE 2" PER WEEK DURING THE MONITORING PERIOD, HAND WATERING WILL BE NECESSARY.
 - WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER (MEETING THE ABOVE STANDARD) FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER. SUITABLE WATER MAY BE AVAILABLE IN THE ADJACENT CANAL - COORDINATE WITH OWNER FOR PERMISSIONS.
 - WATERING PROJECT PLANTINGS MAY BE ACHIEVED BY WATER TRUCK OR BY TEMPORARY IRRIGATION SYSTEM, WHICH MUST BE REMOVED AT THE END OF THE MAINTENANCE PERIOD.
 - CONTRACTOR SHALL SUPPLEMENT RAINFALL BY HAND-WATERING AND DOCUMENT WATERING EFFORTS THROUGH RAINFALL DATA AND MONITORING RECORDS. FOR BIDDING PURPOSES, FOLLOW THE SCHEDULE BELOW:
- DAY 1: WATER IN PLANTINGS PER SPECS.
 DAY 2-30: 1/2" OF WATER EACH DAY FOR MON, TUES, WED, THURS, SATURDAY
 DAY 31-90: 1/2" OF WATER EACH DAY FOR MON, WED, SATURDAY
- C. FERTILIZER**
- CONTRACTOR SHALL INCLUDE FERTILIZER IN HYDRATED GEL SLURRY MIX. FERTILIZER SHALL BE A WATER SOLUBLE 14-14-14, CONTROLLED-RELEASE TYPE. MIX WITH GEL AT A RATE OF ONE OUNCE PER PLANT. ESTIMATE PLANT QUANTITIES FOR GEL PRODUCT AND MIX FERTILIZER APPROPRIATELY.
- SIX WEEKS AFTER PLANTING, BROADCAST 10-10-10 CONTROLLED-RELEASE FERTILIZER AT A RATE OF 400 LBS PER ACRE OVER THE ENTIRE PLANTED AREA.

AGRODIAMONDS (TM) APPLICATION RATE CHART

CONTAINER SIZE	AGRODIAMONDS (TM) (RAW PRODUCT)
30 GAL	8 CUPS (46 OZ)
7 GAL	2 CUPS (11.5 OZ)

*MIX INTO BACKFILL MATERIAL FOR PLANT PITS. WORK MIX INTO SOIL WITH SHOVEL/SPADE.
 *AGRODIAMONDS (TM) MUST BE HYDRATED (WATER-IN) FROM TOP. DO NOT WATER BY INJECTION (SUBSURFACE).
 *MIX FERTILIZER IN HOLE PRIOR TO WATERING.

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	QTY
QV	Quercus virginiana	Southern Live Oak	30 gal	3" Cal.	10'HT X 5'SPR	3

SHRUBS	BOTANICAL NAME	COMMON NAME	CONT	O.C.	SIZE	QTY
PM	Podocarpus macrophyllus	Podocarpus	7 gal	36" O.C.	6'H Min	67

CODE COMPLIANCE SUMMARY:

PERIMETER BUFFER REQUIRED:	PROVIDED:
SHADE TREES 1/30 LF = 6 SHADE TREES	6 SHADE TREES (3 EXISTING)
CONTINUOUS HEDGE 6' H	CONTINUOUS HEDGE 6' H

RG Towers, LLC
 2141 Alternate A1A South, Suite 440
 Jupiter, FL 33477

PROJECT INFORMATION:

SONIC-TC04

2551 JENKINS ROAD
 FORT PIERCE, FL 34947
 ST. LUCIE COUNTY

CURRENT ISSUE DATE:

NOVEMBER 2015

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV. DATE DESCRIPTION:

REV.	DATE	DESCRIPTION

SEAL:



PLANS PREPARED BY:

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MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER: REVISION:

L-1

KHA Job #:

144042036

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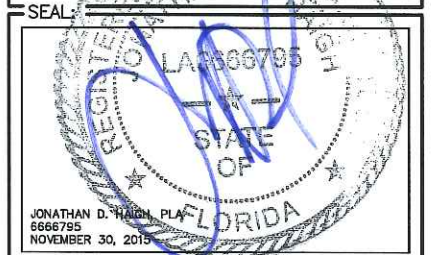
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PLANS PREPARED BY:

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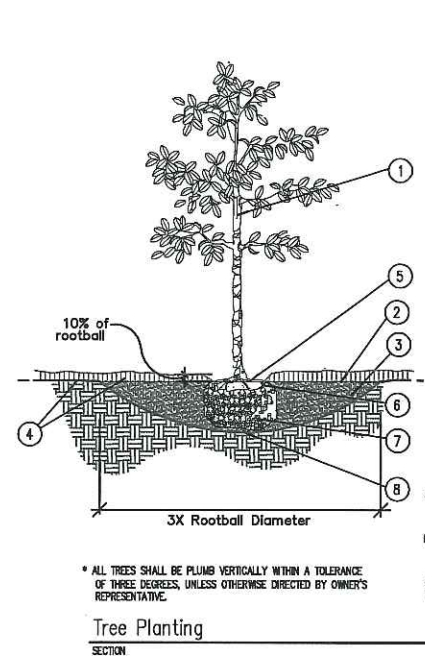
LANDSCAPE DETAILS

SHEET NUMBER: REVISION:

L-2

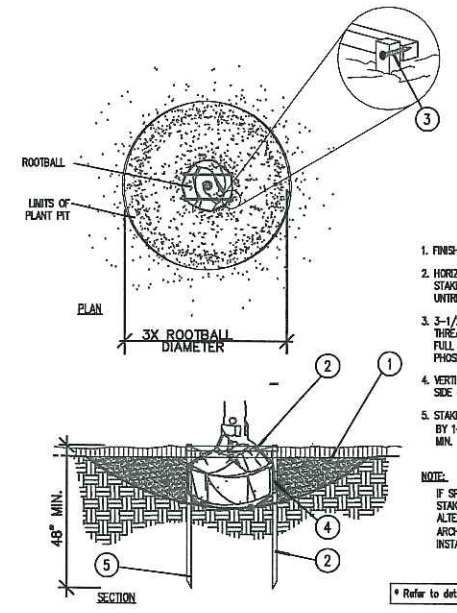
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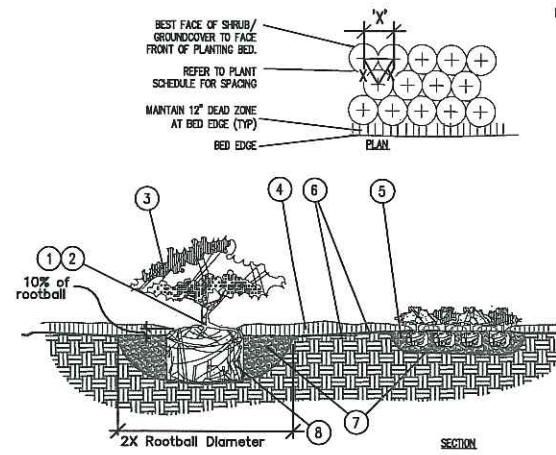
1. TRUNK
 2. 3" MINIMUM MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOIL, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
 3. SHALLOW/WIDE PLANT HOLE: TOP SHALL BE 3X THE SIZE OF ROOTBALL.
 4. FINISHED GRADE - LANDSCAPE SOIL
 5. FIND TOP-MOST ROOT ON ROOTBALL: POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL.)
 6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
 8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.
- NOTE:
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET.

Tree Planting
SECTION
NTS



1. FINISH GRADE
 2. HORIZONTAL 2X2 SCREWED TO 2X2 STAKE. ALL WOOD SHALL BE #2 UNTREATED.
 3. 3-1/2" DRYWALL SCREW, THREAD SIZE 12, SHARP POINT, FULL THREAD, BLACK PHOSPHATE FINISH
 4. VERTICAL STAKES SHALL ABOUT SIZE OF ROOTBALL.
 5. STAKES TO EXTEND INTO NATIVE SOIL 1-1/2 X THE ROOTBALL DEPTH MIN.
- NOTE:
IF SPATIAL REQUIREMENTS PRECLUDE STAKING WITH THIS METHOD, SUBMIT ALTERNATE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLING PLANT.

Staking - up to 65 gal.
PLAN/SECTION
NTS



- NOTES:
1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
 2. TOP 10% OF SHRUB AND GROUND COVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
 3. PRUNE ALL LIKE SHRUBS WITH A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
 4. 3" MINIMUM MULCH AS SPECIFIED - DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE "WATER RINGS". ONLY COVER SIDES OF ROOTBALL WITH MULCH.
 5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUND COVER BED.
 6. FINISHED GRADE (SEE GRADING PLAN).
 7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
 8. SCARP ROOTBALL SIDES AND BOTTOM.

Shrub / Graincover Planting
PLAN/SECTION
NTS

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

- A. SCOPE OF WORK**
1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.
- B. PROTECTION OF EXISTING STRUCTURES**
ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.
- C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK**
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL, STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DROP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELICIOUS MATERIALS WITHIN THE DROP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSHAPELY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.
- D. MATERIALS**
1. PLANT MATERIALS
A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADING AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.
- B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
- C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

- E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)**
1. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW.
2. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.
4. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.
5. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
F. WATER
WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARDS SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.
*WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.
G. FERTILIZER
CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.
*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.
H. MULCH
MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES. CLEAR MULCH FROM EACH PLANTS CROWN (BASE). TYPE OF MATERIAL: PINE STRAW.
I. PLANTING PROCEDURES
1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBSCURABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL, WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.

3. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORMLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE ENDEAVORED.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 2004, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW FLOW ROSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "SETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "LET STICK" OR EQUAL IS RECOMMENDED.
8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ONLY WITH MULCH, BURLAP, ROPE, WIGS, BASKETS, ETC.. SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANS A-300.
14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" OF THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.

- J. LAWN SOODING**
1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SOODING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SOODING SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SOODING
A. THE CONTRACTOR SHALL SOO ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIALLY NOTED OTHERWISE.
B. THE SOO SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.
C. SOO PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SOODING LAWN AREA. SOO SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED - REFER TO DETAILS. IMMEDIATELY FOLLOWING SOO LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOO PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOO, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOO AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOO AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOO PANELS SHALL, AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOO SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE:
A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SOODING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"x12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SOODING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADEING IF NECESSARY).
B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOO/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. It is not to be construed as a contract, and its use without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

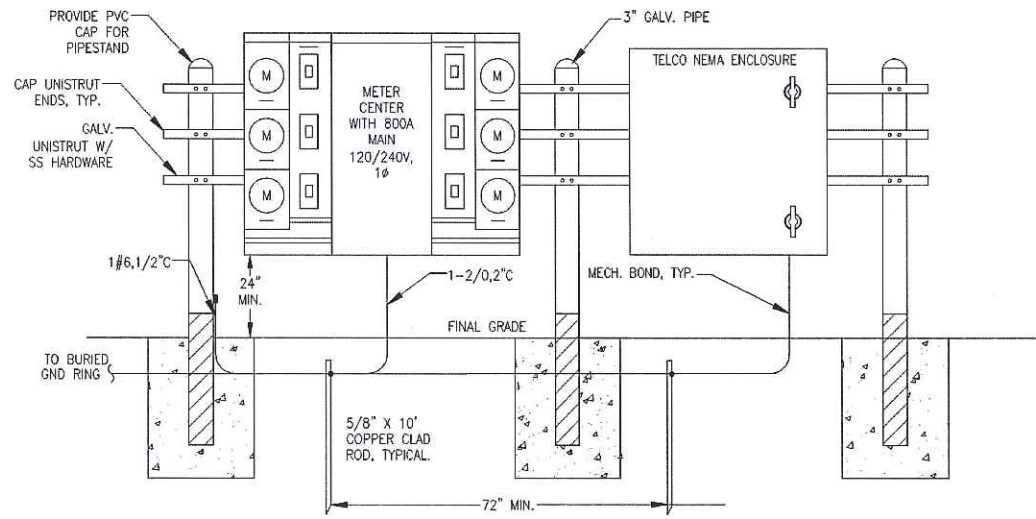
Drawing name: K:\WPB_Cha\SELL_SITES\TOP_Tower\144042036-TC04-Sonic\CAD\CDM\LI.DWG L-2 Nov 30, 2015 4:28pm by: markmerrith

ELECTRICAL NOTES

- GENERAL
 - THE CONTRACTOR SHALL PROVIDE ALL MATERIAL AND LABOR FOR A COMPLETE ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR A COMPLETE SYSTEM SHALL BE INCLUDED.
 - THE CONTRACTOR SHALL COORD. W/CONST. MANAGER FOR PERMITS & INSPECTIONS TOWER CO. SHALL OBTAIN ALL PERMITS, SCHED. INSPECTIONS, & APPROVALS.
 - ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE U.L. APPROVED.
 - THE CONTRACTOR SHALL BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
 - EXACT LOCATION OF ALL EQUIPMENT SHALL BE COORDINATED WITH CONST. MANAGER, THE BUILDING OWNER AND OTHER TRADES.
 - WHERE EQUIPMENT IS SPECIFIED BY MANUFACTURER AND TYPE, SUBSTITUTION SHALL ONLY BE MADE WITH THE APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL SUBMIT DETAILS OF PROPOSED MATERIALS, REASON FOR CHANGE AND CHANGE IN CONTRACT AMOUNT.
- SCOPE OF WORK
 - THE CONTRACTOR SHALL PROVIDE ALL ELECTRICAL WIRING AND EQUIPMENT UNLESS OTHERWISE INDICATED. MAIN COMPONENTS ARE AS FOLLOWS:
 - PROVIDE ELECTRICAL SERVICE AS INDICATED ON THE DRAWINGS.
 - PROVIDE SERVICE EQUIPMENT MOUNTED AS INDICATED ON DRAWINGS.
 - PROVIDE TELEPHONE CONDUIT WITH PULL WIRE AS INDICATED ON DRAWINGS.
 - COORDINATE ELECTRICAL SERVICE WITH POWER CO., CONTACT REP PRIOR TO CONSTRUCTION.
 - COORDINATE TELEPHONE SERVICE WITH TELCO CONTACT REP PRIOR TO CONSTRUCTION.
 - INSTALL WIRE AND CONDUIT AS INDICATED.
 - PROVIDE GROUNDING AS INDICATED ON DRAWINGS.
 - RESTORE ALL AREAS TO ORIGINAL CONDITION AFTER INSTALLATION OF CONDUIT. CUT AND PATCH CONCRETE AND/OR ASPHALT AS REQUIRED.
 - CONTRACTOR SHALL CLEARLY LABEL DISCONNECTS, METERS, BREAKERS, TELEPHONE TERMINAL BOX AND OTHER RELATED GEAR.
 - CONDUIT
 - CONDUIT SIZES AS SHOWN ON THE DRAWINGS ARE A MINIMUM. THE CONTRACTOR MAY INCREASE AS REQUIRED FOR EASE OF PULLING.
 - CONDUIT TYPES AS FOLLOWS:
 - ALL ABOVE GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL.
 - ALL CONDUIT BELOW GRADE SHALL BE SCHEDULE 40 PVC.
 - CONCEALED CONDUIT IN WALLS OR ABOVE CEILING MAY BE EMT.
 - ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL. CONDUITS SHALL HAVE BURRS REMOVED WITH A REAMER. CONDUITS ENTERING CABINETS SHALL HAVE LOCK NUTS INSIDE AND OUT UNLESS ENTRANCE IS THREADED. NYLON INSULATED BUSHINGS SHALL BE USED ON ALL CONDUIT TERMINATIONS.
 - FLEX CONDUIT SHALL BE LIQUID TIGHT FLEXIBLE METALLIC CONDUIT.
 - CONDUCTORS
 - CONDUCTORS SHALL BE COPPER STRANDED TYPE THWN OR XHHW WITH 75 DEGREE C RISE INSULATION OR AS INDICATED ON DRAWINGS.
 - GROUNDING
 - PROVIDE GROUND SYSTEM AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.
 - ALL RACEWAYS REQUIRE GROUNDING CONDUCTORS. BONDING CONDUCTORS THROUGH THE RACEWAY SYSTEM SHALL BE CONTINUOUS FROM MAIN SWITCH GROUND BUS TO PANEL GROUND BARS, AND FROM PANEL GROUNDING BARS TO BRANCH CIRCUIT OUTLETS, MOTORS, LIGHTS, ETC. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.

GROUNDING PROTECTION SYSTEM NOTES:

- PROVIDE "CABLE ENTRANCE GROUND BAR" (CEGB), 3"H X 6"L X 1/4"D. MOUNT AT +2'-0" AT TELCO BOARD.
- PROVIDE A GROUND RING BURIED A MINIMUM OF 18" BELOW GRADE. THE GROUND RING SHALL BE INSTALLED 2'-0" AWAY FROM FOUNDATION (MINIMUM UNLESS SHOWN ON DRAWING).
- BOND FENCE POST TO GROUND RING USING AN EXOTHERMIC WELD. BOND FENCE GATE TO POST WITH A FLEXIBLE COPPER JUMPER STRAP MECHANICALLY OR EXOTHERMICALLY. TYPICAL FOR ALL FENCE PLANES WITHIN 12 FEET OF TOWER FOUNDATION. FOR FENCE PLANES BEYOND 12', EXTEND 1#2 TO EACH FENCE PLANE TO ANY PLANES WITHIN 50'.
- BOND DISCONNECT SWITCH, METER, TELEPHONE CABINET AND SERVICE CONDUITS TO BURIED GROUND RING AS THEY CROSS.
- EACH LEG OF THE WAVEGUIDE STRUCTURE SHALL BE INDIVIDUALLY BONDED TO THE BURIED GROUND RING. EXOTHERMICALLY WELD CONNECTIONS AT POST FOR WAVEGUIDE STRUCTURE AND BURIED GROUND RING. PLACE 5/8"X10' COPPERCLAD GROUND ROD AT 10' INTERVALS ALONG WAVEGUIDE PATH.
- BOND REBAR IN CONCRETE FOR COMMUNICATION STRUCTURE AND EQUIPMENT PAD TO BURIED GROUND RING. EXOTHERMICALLY WELD A #2 TINNED SOLID COPPER CONDUCTOR TO THE REBAR AND CONNECT TO THE BURIED GROUND RING.
- PROVIDE INSPECTION SLEEVE AT ALL BURIED GROUND RING EXOTHERMIC CONNECTIONS.
- PROVIDE BONDING CONDUCTOR(S) FROM THE BURIED GROUND RING TO THE ANTENNA CABLE BUS BAR AT POINT JUST INSIDE OF THE COMMUNICATION STRUCTURE EXIT. VERIFY EXACT LOCATION OF COPPER BUS BAR FOR PROPER CONDUCTOR LENGTH. FINAL EXOTHERMIC WELDS TO COPPER BUS BAR BY THE ANTENNA CABLE INSTALLER.
- EXOTHERMICALLY WELD BONDING CONDUCTOR TO COMMUNICATION STRUCTURE LEG AT 1'-0" ABOVE PAD AND BOND TO BURIED GROUND RING. PROVIDE A 3/4" PVC SLEEVE WITH A GRADUAL BEND IN THE CONCRETE FOUNDATION.
- 5/8"X10'-0" LONG COPPER CLAD GROUND ROD. 10' SPACING BETWEEN RODS (NON-LINEAR). TYPICAL FOR ALL GROUND RODS SHOWN. USE STAINLESS STEEL HARDWARE WHERE APPLICABLE.
- ELECTRICAL CONTRACTOR SHALL TAKE MEGGER READINGS OF GROUND. THE RESULTS SHALL NOT BE GREATER THAN 5 OHMS.
- ALL CONNECTIONS TO GROUND SYSTEM SHALL BE MADE IN LINE WITH BENDS NOMINAL 12" RADIUS IN THE DIRECTION OF CURRENT FLOW. T-CONNECTIONS WILL NOT BE ALLOWED.
- ALL BENDS IN GROUND WIRES SHALL BE NOMINAL 12" RADIUS.
- ANTENNA CABLES SHALL BE BONDED AT EACH END. RUNS GREATER THAN 150' SHALL BE BONDED TOWARDS MIDDLE OF LENGTH. COORDINATE LOCATION WITH WIRELESS PROJECT MANAGER.
- WHEN APPLICABLE, CONTRACTOR SHALL BOND FRAMES TO EACH OTHER & TO GROUND RING VIA TWO PATHS. COORD. WITH CPM.
- CONTRACTOR CAN PROVIDE ONE OF THE FOLLOWING AS DIRECTED BY PROJECT WIRELESS PROJECT MANAGER: THE SECOND OPTION IS PREFERRED.
 - CADWELD EACH CABINET GROUND WIRE TO GROUND RING AS SHOWN IN EQUIPMENT GROUNDING DETAIL.
 - CADWELD EACH WIRE TO A 1/4"X4"X12" MIN. COPPER BUS BAR LOCATED BEHIND RADIO CABINET. EXTEND A #2 WIRE FROM EACH END OF COPPER BUS BAR TO GROUND RING.
- PROVIDED BRAIDED BONDING JUMPERS BETWEEN EACH GATE AND POST.

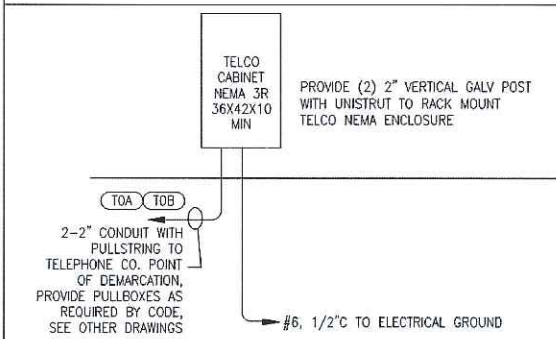


ELECTRICAL SERVICE RACK DETAIL

NTS

CONDUIT INSTALLATION NOTES:

- ALL CONDUIT RUNS AND EQUIPMENT LOCATIONS ARE SHOWN DIAGRAMMATICALLY. CONTRACTOR TO FIELD COORDINATE WITH CPM BEFORE ANY EQUIPMENT INSTALLATION.
- CONTRACTOR SHALL PROVIDE TRAFFIC RATED, BROOKS SERIES 66, PULL BOXES WHERE REQUIRED.
- WHERE U.G. CONDUIT ROUTE IS UNDER SLAB CUT AND PATCH ASPHALT/CONCRETE AS REQUIRED, MATCH EXIST.
- WHERE NOTED ON DRAWINGS CONTRACTOR SHALL BOND GROUND RING TO PROPOSED TOWER GROUND RING AND FENCE/GATE GROUNDING, CADWELD CONNECTIONS WITH INSPECTION SLEEVE.



TELEPHONE RISER DIAGRAM (COMPOUND)

SYMBOLS

- ▼ CADWELD TYPE CONNECTION
- ⊞ 5/8" X10'-0" COPPERCLAD GRND. ROD W/INSP. SLEEVE
- 5/8" X10'-0" COPPERCLAD GRND. ROD
- MECHANICAL TYPE CONNECTION
- #2 TINNED SOLID BARE CU WIRE
- (CO1) CONDUIT TAG 1; REFER TO RISER
- (M-1.3) CONDUIT TAG 1; PANEL SCHEDULE
- ⊕ GENERATOR RECEPTACLE
- UNDER GROUND ELECTRIC CONDUIT
- UNDER GROUND TELCO CONDUIT

ABBREVIATIONS

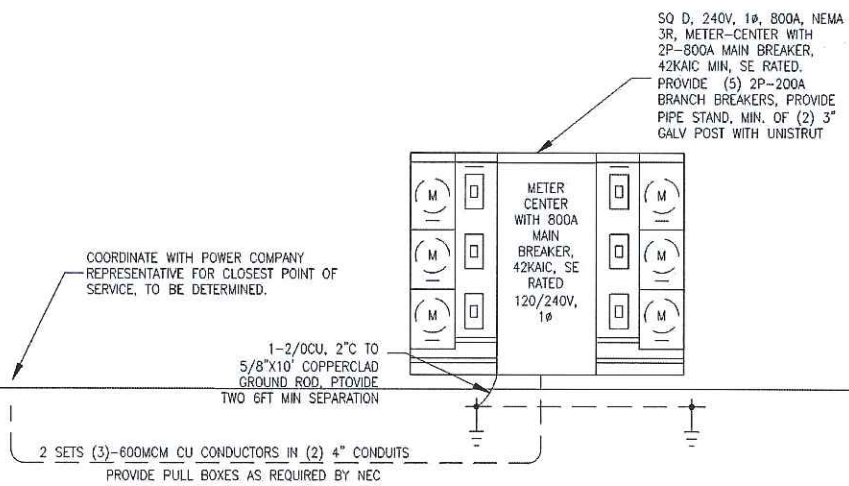
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|------|------------------------|------|------------------------------------|
| ANT | ANTENNA | EMT | ELECTRICAL METALLIC TUBING DRAWING |
| AWG | AMERICAN WIRE GAUGE | DWG | DRAWING |
| BCW | BARE COPPER WIRE | LPS. | LIGHTNING PROTECTION SYSTEM |
| RWY | RACEWAY | S.S. | STAINLESS STEEL |
| TYP. | TYPICAL | PNL | PANEL |
| RGS | RIGID GALVANIZED STEEL | CLF. | CURRENT LIMITING FUSE |
| | | CPM | CONST. PROJ. MANAGER |

240V LOAD CALCULATION

TOTAL LOADS	AMPS
PROPOSED TOWER CO LIGHTING EQUIPMENT	10
FUTURE WIRELESS CARRIER	80
FUTURE WIRELESS CARRIER	80
FUTURE WIRELESS CARRIER	80
FUTURE WIRELESS CARRIER	80
FUTURE WIRELESS CARRIER	80
TOTAL CARRIER LOAD	410

TOWER SERVICE: 1C/Ø, #6 CU, 65A
METERCENTER SERVICE: 2C/Ø, 500MCM CU, 760A

SERVICE VOLTAGE DROP LESS THAN 2% PER FBC & NEC



ELECTRICAL RISER DIAGRAM



SONIC - TC04

SITE ADDRESS:
2551 Jenkins Road
Fort Pierce, FL 34947
St. Lucie County

J CROMPTON ELECTRIC, INC.
1290 Old Congress Ave
West Palm Beach, FL 33409
561-588-6559
info@jrcromptonelectric.com
Jonathan Crompton
President

RG TOWERS, LLC - OWNER
2141 ALTERNATE A1A
SOUTH, SUITE 440
JUPITER, FL 33477

PREPARED BY:
Claudette Sabol

DATE **10/30/2015**

PAGE **1**

DESCRIPTION
ELECTRICAL RISER DIAGRAM



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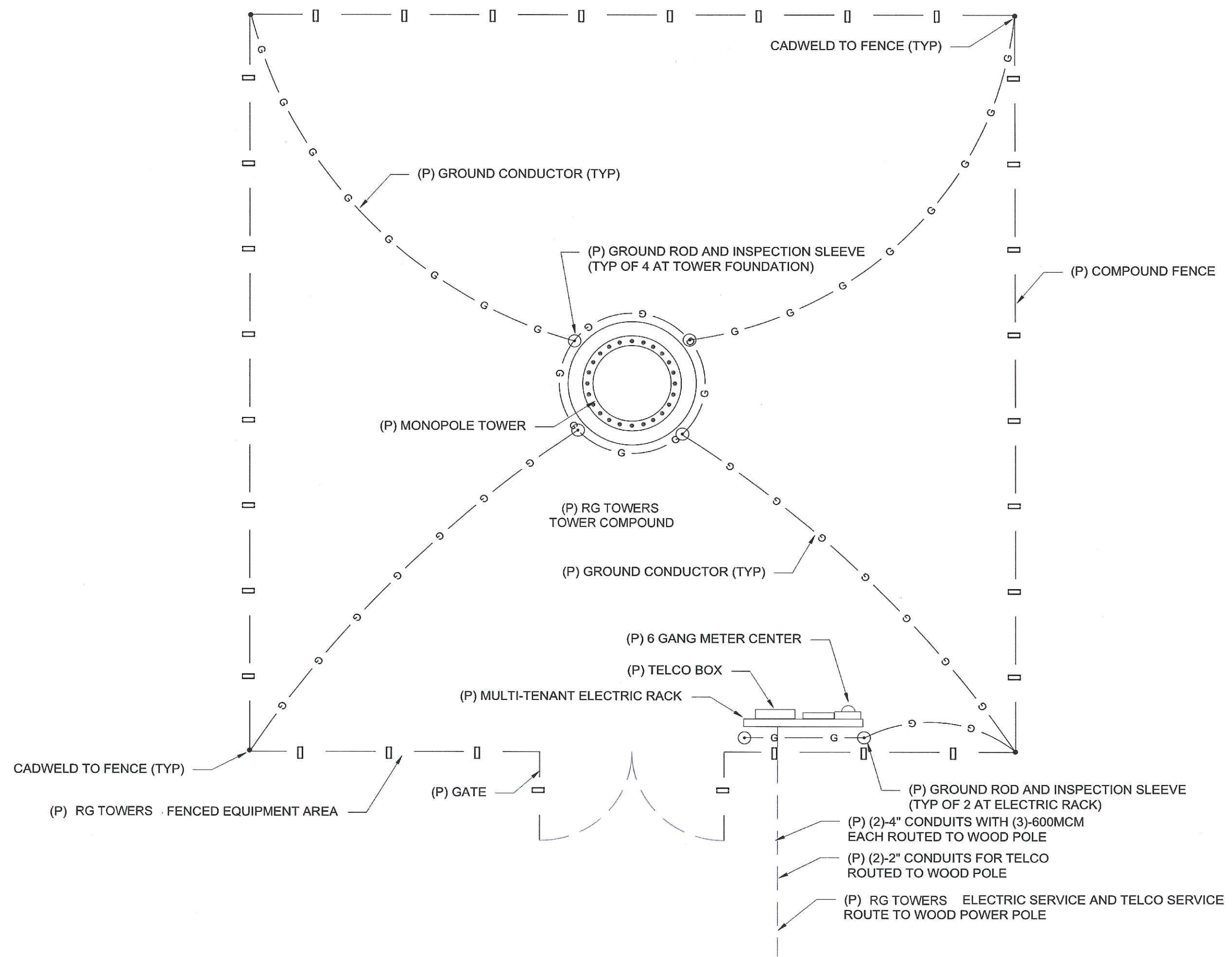
Claudette Sabol

DATE **10/30/2015**

PAGE **2**

DESCRIPTION

ELECTRICAL SITE PLAN





RG Towers' Developmental Review Application- Sonic

4. FAA



RG Towers, LLC

Ft Pierce Planning and Zoning
100 N. U.S. Highway 1
Fort Pierce, FL 34950

10/29/15

RE: RG Towers- Sonic- Compliance Sec. 22-159. B (4)& (5)- FAA/FCC

In response to Section 22-159. Subsection B (4)&(5) in the code of Fort Pierce, RG Towers, LLC has submitted for FAA/FCC approval on 10/23/15. The study outcome will take approximately 45 days and will be posted at a later date.

RG Towers project located at 27 25 07.38, -80 23 01.00 with a structure height of 150' and AMSL of 167' has been assigned the study number 2015-ASO-17794-OE.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'S Richards'.

Scott Richards
RG Towers, LLC
CEO



Federal Aviation Administration

<< OE/AAA

Proposed Case for FL: 2015-ASO-17794-OE

For information only.

This proposal has not yet been studied. Study outcomes will be posted at a later date. Public comments are not requested, and will not be considered at this time.

Overview		Received Date: 10/23/2015				
Study (ASN): 2015-ASO-17794-OE		Entered Date: 10/23/2015				
Prior Study:		Map: View Map				
Status: Work In Progress						
Construction Info		Structure Summary				
Notice Of: CONSTR		Structure Type: Monopole				
Duration: PERM (Months: 0 Days: 0)		Structure Name: TC04 (Sonic)				
Work Schedule:		FCC Number:				
Structure Details		Height and Elevation				
Latitude (NAD 83): 27° 25' 07.38" N			Proposed			
Longitude (NAD 83): 80° 23' 01.00" W		Site Elevation:	17			
Datum: NAD 83		Structure Height:	150			
City: Fort Pierce		Total Height (AMSL):	167			
State: FL						
Nearest County: St. Lucie		Frequencies				
		Low Freq	High Freq	Unit	ERP	Unit
		698	806	MHz	1000	W
		806	824	MHz	500	W
		824	849	MHz	500	W
		851	866	MHz	500	W
		869	894	MHz	500	W
		896	901	MHz	500	W
		901	902	MHz	7	W
		930	931	MHz	3500	W
		931	932	MHz	3500	W
		932	932.5	MHz	17	dBW
		935	940	MHz	1000	W
		940	941	MHz	3500	W
		1850	1910	MHz	1640	W
		1930	1990	MHz	1640	W
		2305	2310	MHz	2000	W
		2345	2360	MHz	2000	W

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RG Towers' Developmental Review Application- Sonic

5.- FCC



/ RG Towers, LLC

Ft Pierce Planning and Zoning
100 N. U.S. Highway 1
Fort Pierce, FL 34950

10/29/15

RE: RG Towers- Sonic- Compliance Sec. 22-159. B (4)& (5)- FAA/FCC

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Scott Richards
RG Towers, LLC
CEO



Federal Aviation Administration

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Construction Info				
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Duration: PERM (Months: 0 Days: 0)	Structure Type: Monopole			
Work Schedule:	Structure Name: TC04 (Sonic)			
	FCC Number:			
Structure Details				
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Longitude (NAD 83): 80° 23' 01.00" W	Site Elevation: 17			
Datum: NAD 83	Structure Height: 150			
City: Fort Pierce	Total Height (AMSL): 167			
State: FL				
Nearest County: St. Lucie				
Frequencies				
Low Freq	High Freq	Unit	ERP	Unit
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

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RG Towers' Developmental Review Application- Sonic

7.- Intent of Shared use



RG Towers, LLC

8/14/15

RE: Zoning Review Section Section 22-159- Letter of intent.
RG Towers, LLC #TC04

Dear Sir/ Madam:

RG Towers, LLC is applying for approvals to build a 150' communications tower, which will be available for collocation in St Lucie County. The following information is provided pursuant to the requirements of the City of Fort Pierce Land Development Regulations Section 22-159 and notices have been to all major carriers.

-

Tower Height/Type	150' Flagpole
Address	2551 Jenkins Road, Fort Pierce, FL 34947
Coordinates	27 25 07.072, -080 23 00.928
General Rate	Dependent upon height, loading and ground space required
Tentative Construction date	Q1, 2016

RG Towers, LLC and its successors will allow the shared use of the tower if an additional user agrees, in writing, to meet reasonable terms and conditions for shared use

Sincerely,

A handwritten signature in black ink, appearing to read 'S Richards'.

Scott Richards
CEO
RG Towers, LLC



RG Towers' Developmental Review Application- Sonic

8- Notice of Shared Use



RG Towers, LLC

6/26/15

RE: Collocation Opportunity

RG Towers, LLC #TC04

Dear Sir/ Madam:

RG Towers, LLC is applying for approvals to build a 150' communications tower, which will be available for collocation in St Lucie County. The following information is provided for your review and consideration (Pursuant to the requirements of the City of Fort Pierce Land Development Regulations Section 22-159),

Tower Height/Type	150' Monopole
Address	2251 Jenkins Road, Ft Pierce FL 34947
Coordinates	27 25 07.072, -080 23 ..0928
General Rate	Dependent upon height, loading and ground space required
Tentative Construction date	Q1, 2016

A Shared use application is enclosed herein for your discretionary submittal. We appreciate your response within twenty (20) days of receipt of this letter. If you are interested in obtaining more information, please contact me at the number below with copy to the Fort Pierce Planning and Zoning at P.O. Box 1480, Fort Pierce, FL 34954.

Respectfully

Erin Entrekin
V.P. Marketing
eentrekin@rgpartners.com

ATTACHMENT 2
COLLOCATION APPLICATION

RG Towers, LLC
 2141 Alternate A1A South
 Suite 440
 Jupiter, Florida 33477
 Phone: (561) 748-0302 Fax: (561) 748-0303
 E-mail inquiries or applications to: eeentrekin@rgpartners.com
 Contact: Erin Entrekin (404) 642-7801

PLEASE COMPLETE THE FOLLOWING APPLICATION FOR THE SITE YOU ARE INTERESTED IN CONSTRUCTING OR INSTALLING UPON. THIS INFORMATION IS USED TO ASSESS OCCUPANCY SUITABILITY AND FOR PREPARATION OF THE AGREEMENT. THE APPLICATION MUST BE COMPLETED IN ITS ENTIRETY.

DATE SUBMITTED	
-----------------------	--

LESSEE INFORMATION (as it should appear on the agreement)				
Company Name:				
Street Address:				
City:		State:		Zip:
Phone:		Fax:		
Entity Type (Partnership, Corporation., etc):				

LESSEE LEGAL NOTICE INFORMATION (additional notice)				
Company Name:				
Point of Contact:				
Street Address:				
City:		State:		Zip:
Phone:	- -	ext.	Fax:	- -

CARRIER CONTACT INFORMATION (market contact of lessee)				
Company Name:				
Point of Contact:				
Street Address:				
City:		State:		Zip:
Phone:		Fax:		
E-mail:				

BILLING INFORMATION (if different from lessee information)				
Company Name:				
Point of Contact:				
Street Address:				
City:		State:		Zip:
Phone:	- -	ext.	Fax:	- -
E-mail: @ .				

CUSTOMER REPRESENTATIVE/SITE ACQUISITION CONTACT INFORMATION (main point of contact for application information)				
Company Name:				
Point of Contact:				
Street Address:				
City:		State:		Zip:
Phone Number:		Fax:		
E-mail:				

SITE INFORMATION				
RG Towers Site ID:		Lessee Site ID:		
RG Towers Site Name:		Lessee Site Name:		
Street Address:				
City:		County:	Lee	State: FL Zip:
Latitude (NAD 83):		Longitude (NAD 83):		
Desired Installation Date:				

DETAILED DESCRIPTION OF PROPOSED INSTALLATION / SPECIAL INSTRUCTIONS

--

ANTENNAS & TRANSMISSION LINES

	Sector 1	Sector 2	Sector 3	Sector 4	Sector 5	Sector 6
Lessee Owned Antennas						
Antenna Height ACL						
Antenna Quantity						
Antenna Manufacturer						
Antenna Model (Attach Spec Sheet)						
Antenna Dimensions						
Antenna - Upright/Inverted	(Select)	(Select)		(Select)		
ERP (Watts)	W	W		W		
Azimuth						
Antenna Mount Type						
Remote Radio Units (RRU)						
RRU Manufacturer						
RRU Model						
RRU Dimensions						
Number of Transmission Lines						
Diameter of Transmission Lines						
Total						
COVP Box						

Satellite/GPS Antennas

Model:		Size:	(Select)	Mounting:	(Select)		Mounting Height (if on tower):	
GPS:	(Select)	Mounting Height (if on tower):						

GROUND EQUIPMENT

Dimensions of Lessee's Building or Pad:	L ' x W ' x H	Total Ground Space:	L ' x W ' x H
Power Requirements (volts):	HVAC Requirements (BTU):	AC Meter:	(Select)
Required AC Breaker (amps):	Maximum AC Current Draw @ Given Line Voltage (amps):		
Back Up Power Required?	(Select)	Back Up Power Space	' x ' Kilowatt Output: kW
Generator Make:	Generator Model:	Generator Dimensions:	' x '
Fuel/Type Containment:	(Select)	Fuel Tank Capacity:	Fuel Tank Dimension: ' x '

If Installing in existing Lessor building:

# of Cabinets:	Cabinet Dimensions:	L " x W " x H "	Total Floor Space Required: ' x ' (Total Sq. Ft)
# of Racks	Rack Dimensions:	L " x W " x H "	
Equipment Manufacturer:		Equipment Model:	
Type (Terminal, Transmitter, Repeater, etc):			# of Units:
Using TX Combining?	(Select)	Using RX Multicoupling	(Select)
Filters/Duplexers Make & Model:			

FREQUENCY			
Technology Type	Tx Frequencies	Rx Frequencies	Transmit Power (watts)
PCS UMTS			W
Cellular			W
Broadcasting			W
AWS LTE			W
700 MHZ			
Call Sign:		FCC License Expiration Date:	

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RG Towers' Developmental Review Application- Sonic

10. RF Report



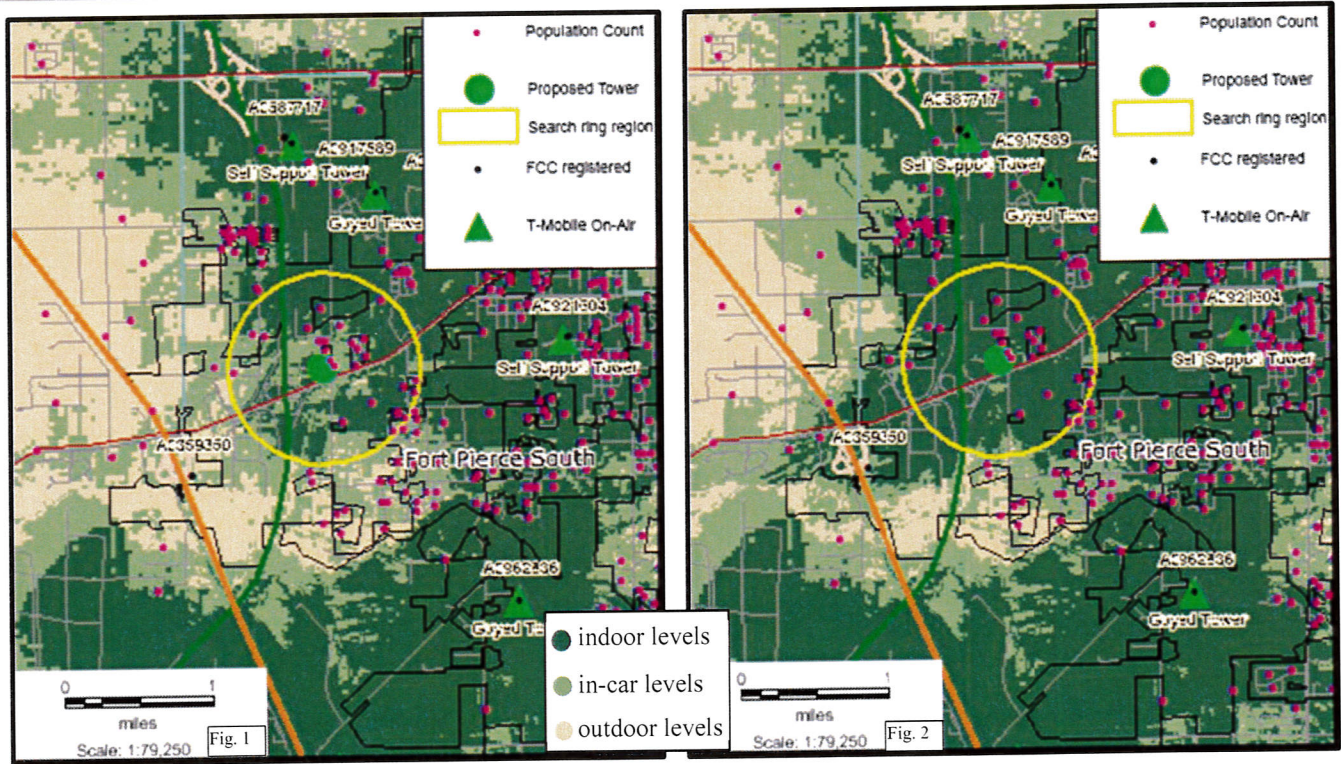
A2P0323M – Sonic

RF Propagation and Candidate Review

Department: T-Mobile Engineering & Operations – Miami Market

Last Updated: 10/6/2015

T-Mobile Coverage Map – Before and After



During a comprehensive review of coverage and capacity needs in the south Florida market T-Mobile identified a number of areas in need of service level improvements. One of the areas identified is in the west part of Fort Pierce near the FL Turnpike and I-95 interchanges. While adequate for emergency calls and basic voice services in most common areas the signal levels are not sufficient to support indoor coverage or to provide satisfactory user experiences for high bandwidth or data intensive applications. In some parts of west Fort Pierce a cell phone user may only be able to use their phone outdoors or may experience call quality issues during network busy times. In particular this relative coverage gap exists from approximately Tedder Rd in the north to S Jenkins Rd in the south and from the FL Turnpike in the west to Royal St in the east. Service levels along Okeechobee Road and for users when indoors at the commercial facilities between the highway interchanges are not adequate to meet the needs for current or future applications.

The above maps illustrate the current coverage (Fig. 1) and predicted coverage (Fig. 2) of T-Mobile's network. Noted on the map is the search rings area (yellow circle) described by T-Mobile to focus efforts in finding an existing structure or developing a new tower to place antennas. During an exhaustive review of the local area no existing structures of the necessary height were identified. In addition, technology and equipment upgrades on all of current T-Mobile facilities in the area have not resulted in an appreciable improvement in service levels in the area of concern.



RG Towers' Developmental Review Application- Sonic

11.- Structural Calculations



Structural Design Report

150' Monopole
Site: Sonic-TC04, FL

Prepared for: RG TOWERS, LLC
by: Sabre Towers & Poles™

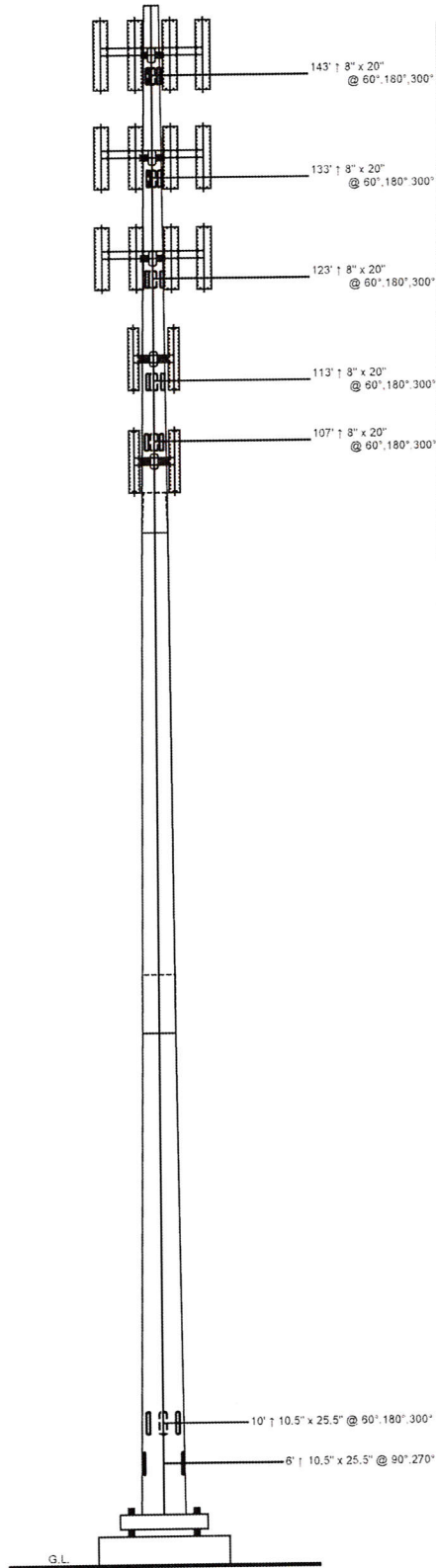
Job Number: 131392

November 3, 2015

Monopole Profile.....	1
Pole Calculations.....	2-10



Section	1	2	3
Length (ft)	53' - 3"	53' - 6"	52' - 0"
Number Of Sides	18		
Thickness (in)	3/8"	5/16"	1/4"
Lap Splice (ft)	38.27"	27.23"	16"
Top Diameter (in)	51.28"	40.3"	26.7"
Bottom Diameter (in)			
Taper (in/ft)		0.2443	
Grade		A572-65	
Weight (lbs)	11836	6412	4063
Overall Steel Height (ft)		149	



Designed Appurtenance Loading

Elev	Description	Tx-Line
145	L.P. Platform (Monopole Only) - 10'	
145	(2) FXFCs	(1) 1 5/8"
145	(3) Frig RRUs	
145	(6) CMA-BDHH/6521/E0-6s	
135	L.P. Platform (Monopole Only) - 10'	
135	(6) X7CQAP-665-Vs	(3) 1 5/8"
125	L.P. Platform (Monopole Only) - 10'	
125	(6) X7CQAP-665-Vs	(3) 1 5/8"
115	3T-Arm - 4' Face - 3' Standoff	
115	(3) RRUS 12s	(4) 3/8"
115	(3) RRUS A2 Modules	(6) 7/8"
115	(3) RRUS 11s	
115	(6) ET-X-UW-68-14-65-18IR-ATs	
115	(3) RRUS 32s	
105	3T-Arm - 4' Face - 3' Standoff	
105	(3) RRUS 12s	(4) 3/8"
105	(3) RRUS A2 Modules	(6) 7/8"
105	(3) RRUS 11s	
105	(6) ET-X-UW-68-14-65-18IR-ATs	
105	(3) RRUS 32s	

Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	33.23	41.18	4119.33	13.3	9.38
3s Gusted Wind 0.9 Dead	24.93	41.19	4080.71	13.12	9.24
Service Loads	27.7	5.58	558.64	1.84	1.28

Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	63.75"	2.25"	58"	14	2.25"

Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	1695.4	A615-75	Galv-18"

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) The Monopole was designed for a basic wind speed of 122 mph with 0" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 5) Full Height Step Bolts
- 6) The tower design meets the requirements for an Ultimate Wind Speed of 158 mph (Risk Category II), in accordance with the 2014 Florida Building Code.



Sabre Communications Corporation
 7101 Southbridge Drive
 P.O. Box 658
 Sioux City, IA 51102-0658
 Phone: (712) 258-9690
 Fax: (712) 279-0614

Job: **131392**
 Customer: **RG TOWERS, LLC**
 Site Name: **Sonic-TC04, FL**
 Description: **150' Monopole**
 Date: **11/3/2015**

By: **REB**

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150' Monopole / Sonic-TC04, FL

* All pole diameters shown on the following pages are across corners.
 See profile drawing for widths across flats.

POLE GEOMETRY
 =====

ELEV ft	SECTION NAME	No.of SIDES	OUTSIDE DIAM in	THICK- NESS in	RESISTANCES ♦*Pn kip	♦*Mn ft-kip	SPLICE TYPE	...OVERLAP... LENGTH ft	RATIO
149.0	A	18	16.25	0.250	928.5	298.5			
101.0	A/B	18	28.15	0.250	1578.7	890.9	SLIP	4.00	1.70
97.0	B	18	28.65	0.312	2055.9	1175.9			
53.2	B/C	18	39.48	0.312	2674.2	2121.1	SLIP	5.75	1.74
47.5	C	18	40.29	0.375	3432.8	2770.8			
0.0			52.07	0.375	4095.8	4290.2			

POLE ASSEMBLY
 =====

SECTION NAME	BASE ELEV ft	BOLTS NUMBER	AT TYPE	BASE DIAM in	OF SECTION. STRENGTH ksi	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
A	97.000	0	A325	0.00	92.0	0	97.000
B	47.500	0	A325	0.00	92.0	0	47.500
C	0.000	0	A325	0.00	92.0	0	0.000

POLE SECTIONS
 =====

SECTION NAME	No.of SIDES	LENGTH ft	OUTSIDE DIAMETER BOT * in	TOP * in	THICK- NESS in	MAT- ERIAL ID	FLANGE.ID BOT	TOP	FLANGE.WELD ..GROUP.ID.. BOT	TOP
A	18	52.00	29.15	16.25	0.250	1	0	0	0	0
B	18	53.50	40.92	27.65	0.312	2	0	0	0	0
C	18	53.25	52.07	38.86	0.375	3	0	0	0	0

* - Diameter of circumscribed circle

MATERIAL TYPES
 =====

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT & deg	HEIGHT in	WIDTH in	.THICKNESS. WEB	FLANGE	IRREGULARITY .PROJECTION. % OF ORIENT AREA
PL	1	1	0.0	29.15	0.25	0.250	0.250	0.00
PL	2	1	0.0	40.92	0.31	0.312	0.312	0.00

131392.txt
 PL 3 1 0.0 52.07 0.38 0.375 0.375 0.00 0.0

& - with respect to vertical

MATERIAL PROPERTIES
 =====

MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	.. STRENGTH .. Fu ksi	Fy ksi	THERMAL COEFFICIENT /deg
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170

* Only 2 condition(s) shown in full
 * Some concentrated wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A
 =====

122 mph wind with no ice. Wind Azimuth: 0

LOADS ON POLE
 =====

LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	144.000	0.00	0.0	0.0	0.0000	0.1797	0.0000	0.0000
C	144.000	0.00	0.0	0.0	4.4363	1.8235	0.0000	0.0000
C	134.000	0.00	0.0	0.0	0.0000	0.5017	0.0000	0.0000
C	134.000	0.00	0.0	0.0	3.7245	1.3759	0.0000	0.0000
C	124.000	0.00	0.0	0.0	0.0000	0.4643	0.0000	0.0000
C	124.000	0.00	0.0	0.0	3.6646	1.3759	0.0000	0.0000
C	114.000	0.00	0.0	0.0	0.0000	0.5253	0.0000	0.0000
C	114.000	0.00	0.0	0.0	4.9820	2.0269	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	0.4792	0.0000	0.0000
C	104.000	0.00	0.0	0.0	4.8875	2.0269	0.0000	0.0000
D	149.000	0.00	180.0	0.0	0.0857	0.0575	0.0000	0.0000
D	133.000	0.00	180.0	0.0	0.0857	0.0575	0.0000	0.0000
D	133.000	0.00	180.0	0.0	0.1018	0.0701	0.0000	0.0000
D	117.000	0.00	180.0	0.0	0.1018	0.0701	0.0000	0.0000
D	117.000	0.00	180.0	0.0	0.1166	0.0826	0.0000	0.0000
D	101.000	0.00	180.0	0.0	0.1166	0.0826	0.0000	0.0000
D	101.000	0.00	180.0	0.0	0.1251	0.2016	0.0000	0.0000
D	97.000	0.00	180.0	0.0	0.1251	0.2016	0.0000	0.0000
D	97.000	0.00	180.0	0.0	0.1303	0.1203	0.0000	0.0000
D	82.417	0.00	180.0	0.0	0.1303	0.1203	0.0000	0.0000
D	82.417	0.00	180.0	0.0	0.1405	0.1346	0.0000	0.0000
D	67.833	0.00	180.0	0.0	0.1405	0.1346	0.0000	0.0000
D	67.833	0.00	180.0	0.0	0.1486	0.1489	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1486	0.1489	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1526	0.3467	0.0000	0.0000
D	47.500	0.00	180.0	0.0	0.1526	0.3467	0.0000	0.0000
D	47.500	0.00	180.0	0.0	0.1524	0.1982	0.0000	0.0000
D	35.625	0.00	180.0	0.0	0.1524	0.1982	0.0000	0.0000
D	35.625	0.00	180.0	0.0	0.1522	0.2122	0.0000	0.0000
D	23.750	0.00	180.0	0.0	0.1522	0.2122	0.0000	0.0000
D	23.750	0.00	180.0	0.0	0.1464	0.2262	0.0000	0.0000
D	11.875	0.00	180.0	0.0	0.1464	0.2262	0.0000	0.0000
D	11.875	0.00	180.0	0.0	0.1484	0.2402	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.1484	0.2402	0.0000	0.0000

LOADING CONDITION M
 =====

122 mph wind with no ice. Wind Azimuth: 0

LOADS ON POLE
 =====

LOAD TYPE	ELEV	APPLY..RADIUS	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ	DOWN	VERTICAL	TORSNAL

	ft		ft		131392.txt kip		ft-kip	ft-kip
C	144.000	0.00	0.0	0.0	0.0000	0.1348	0.0000	0.0000
C	144.000	0.00	0.0	0.0	4.4363	1.3676	0.0000	0.0000
C	134.000	0.00	0.0	0.0	0.0000	0.3763	0.0000	0.0000
C	134.000	0.00	0.0	0.0	3.7245	1.0319	0.0000	0.0000
C	124.000	0.00	0.0	0.0	0.0000	0.3482	0.0000	0.0000
C	124.000	0.00	0.0	0.0	3.6646	1.0319	0.0000	0.0000
C	114.000	0.00	0.0	0.0	0.0000	0.3940	0.0000	0.0000
C	114.000	0.00	0.0	0.0	4.9820	1.5202	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	0.3594	0.0000	0.0000
C	104.000	0.00	0.0	0.0	4.8875	1.5202	0.0000	0.0000
D	149.000	0.00	180.0	0.0	0.0857	0.0431	0.0000	0.0000
D	133.000	0.00	180.0	0.0	0.0857	0.0431	0.0000	0.0000
D	133.000	0.00	180.0	0.0	0.1018	0.0525	0.0000	0.0000
D	117.000	0.00	180.0	0.0	0.1018	0.0525	0.0000	0.0000
D	117.000	0.00	180.0	0.0	0.1166	0.0619	0.0000	0.0000
D	101.000	0.00	180.0	0.0	0.1166	0.0619	0.0000	0.0000
D	101.000	0.00	180.0	0.0	0.1251	0.1512	0.0000	0.0000
D	97.000	0.00	180.0	0.0	0.1251	0.1512	0.0000	0.0000
D	97.000	0.00	180.0	0.0	0.1303	0.0902	0.0000	0.0000
D	82.417	0.00	180.0	0.0	0.1303	0.0902	0.0000	0.0000
D	82.417	0.00	180.0	0.0	0.1405	0.1010	0.0000	0.0000
D	67.833	0.00	180.0	0.0	0.1405	0.1010	0.0000	0.0000
D	67.833	0.00	180.0	0.0	0.1486	0.1117	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1486	0.1117	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1526	0.2600	0.0000	0.0000
D	47.500	0.00	180.0	0.0	0.1526	0.2600	0.0000	0.0000
D	47.500	0.00	180.0	0.0	0.1524	0.1487	0.0000	0.0000
D	35.625	0.00	180.0	0.0	0.1524	0.1487	0.0000	0.0000
D	35.625	0.00	180.0	0.0	0.1522	0.1591	0.0000	0.0000
D	23.750	0.00	180.0	0.0	0.1522	0.1591	0.0000	0.0000
D	23.750	0.00	180.0	0.0	0.1464	0.1696	0.0000	0.0000
D	11.875	0.00	180.0	0.0	0.1464	0.1696	0.0000	0.0000
D	11.875	0.00	180.0	0.0	0.1484	0.1801	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.1484	0.1801	0.0000	0.0000

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 150' Monopole / Sonic-TC04, FL

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
149.0	13.30K	0.02I	1.62E	9.38K	0.01I	0.00N
133.0	10.76K	0.02I	1.20E	9.23K	0.01I	0.00N
117.0	8.32K	0.02I	0.82E	8.56K	0.01I	0.00N
101.0	6.12K	0.01I	0.52E	7.43K	0.01I	0.00N
97.0	5.62K	0.01I	0.45E	7.15K	0.01I	0.00N
82.4	3.97K	0.01I	0.26E	5.97K	0.01I	0.00N
67.8	2.62K	0.01I	0.14E	4.73K	0.01I	0.00N
53.2	1.58K	0.00I	0.06E	3.50K	0.01I	0.00N
47.5	1.25K	0.00I	0.04E	3.11K	0.01I	0.00N
35.6	0.69K	0.00I	0.02E	2.28K	0.01I	0.00N
23.7	0.30K	0.00I	0.01E	1.48K	0.00I	0.00N
11.9	0.07K	0.00I	0.00E	0.72K	0.00I	0.00N

0.0 0.00A 0.00A 0.00A 0.00A 0.00A 0.00A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
149.0	0.00 W	0.00 W	0.00 U	0.00 C	0.00 U	0.00 U
	4.79 F	9.52 Q	0.00 U	-66.65 C	-0.01 U	-0.01 B
133.0	4.79 L	9.52 R	0.00 L	-66.65 L	-0.01 L	-0.01 B
	7.74 L	14.79 R	0.00 L	-267.82 I	-0.04 B	-0.05 B
117.0	7.74 L	14.79 R	0.01 I	-267.82 I	-0.03 B	-0.05 B
	14.10 L	26.51 R	0.01 I	-616.25 E	-0.08 I	-0.13 B
101.0	14.12 C	26.59 N	-0.07 F	-616.33 D	0.17 K	-0.13 B
	14.92 C	27.09 N	-0.07 F	-728.93 E	-0.21 U	0.14 T
97.0	14.91 I	27.11 M	0.10 I	-728.86 E	-0.23 U	0.14 T
	16.65 I	29.00 M	0.10 I	-1157.71 K	-1.48 I	0.27 N
82.4	16.71 E	28.99 M	0.10 I	-1157.71 K	-1.48 I	0.27 N
	18.67 E	31.03 M	0.10 I	-1615.03 K	-2.98 I	0.42 N
67.8	18.67 E	31.03 M	0.10 I	-1615.02 K	-2.97 I	0.42 N
	20.83 E	33.19 M	0.10 I	-2101.16 K	-4.46 I	0.54 N
53.2	20.83 E	33.19 M	0.08 I	-2101.13 K	-4.49 I	0.54 N
	22.82 E	34.06 M	0.08 I	-2300.84 K	-4.95 I	0.58 N
47.5	22.82 E	34.07 M	0.11 I	-2300.80 K	-4.94 I	0.58 N
	25.17 E	35.87 M	0.11 I	-2728.09 K	-6.22 I	0.64 N
35.6	25.17 E	35.88 M	0.11 B	-2728.10 K	-6.21 I	0.64 N
	27.69 E	37.69 M	0.11 B	-3174.36 K	-7.42 I	0.68 N
23.7	27.69 E	37.68 M	0.11 B	-3174.36 K	-7.42 I	0.68 N
	30.38 E	39.42 M	0.11 B	-3638.50 K	-8.63 I	0.71 N
11.9	30.38 E	39.43 M	0.11 B	-3638.50 K	-8.63 I	0.71 N
	33.23 E	41.19 M	0.11 B	-4119.33 K	-9.88 I	0.71 N
base reaction	33.23 E	-41.19 M	-0.11 B	4119.33 K	9.88 I	-0.71 N

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
149.00	0.00W	0.00R	0.00W	0.00R	YES	9.52A	45.2
	0.00F	0.14C	0.02Q	0.15C	YES	12.28A	45.2
133.00	0.00L	0.14L	0.02R	0.15L	YES	12.28A	45.2
	0.01L	0.40I	0.02R	0.40I	YES	15.04A	45.2
117.00	0.01L	0.40I	0.02R	0.40I	YES	15.04A	45.2
	0.01L	0.69E	0.03R	0.70E	YES	17.79A	45.2

101.00	0.01C	0.54D	0.03N	0.55D	YES	13.88A	45.2
	0.01C	0.60E	0.03N	0.61E	YES	14.43A	45.2
97.00	0.01I	0.62E	0.03M	0.63E	YES	14.15A	45.2
	0.01I	0.78K	0.03M	0.78K	YES	16.16A	45.2
82.42	0.01E	0.78K	0.03M	0.78K	YES	16.16A	45.2
	0.01E	0.90K	0.02M	0.91K	YES	18.17A	45.2
67.83	0.01E	0.90K	0.02M	0.91K	YES	18.17A	45.2
	0.01E	0.99K	0.02M	1.00K	YES	20.18A	45.2
53.25	0.01E	0.79K	0.02M	0.79K	YES	16.52A	45.2
	0.01E	0.81K	0.02M	0.82K	YES	17.18A	45.2
47.50	0.01E	0.83K	0.02M	0.84K	YES	16.89A	45.2
	0.01E	0.87K	0.02M	0.88K	YES	18.26A	45.2
35.62	0.01E	0.87K	0.02M	0.88K	YES	18.26A	45.2
	0.01E	0.90K	0.02M	0.91K	YES	19.62A	45.2
23.75	0.01E	0.90K	0.02K	0.91K	YES	19.62A	45.2
	0.01E	0.93K	0.02K	0.94K	YES	20.98A	45.2
11.87	0.01E	0.93K	0.02K	0.94K	YES	20.98A	45.2
	0.01E	0.96K	0.02K	0.97K	YES	22.35A	45.2
0.00							

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t.WIND.DIR	WIND.DIR	MOMENT.w.r.t.WIND.DIR	WIND.DIR	TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
33.23	41.19	0.11	-4119.33	-9.88	0.71
E	M	B	K	I	N

(USA) - Monopole Spatial Analysis (c)2015 Guymast Inc.

Tel:(416)736-7453 Fax:(416)736-4372 web:www.guymast.com

Processed under license at:

Sabre Towers and Poles on: 2 nov 2015 at: 9:20:55

150' Monopole / Sonic-TC04, FL

 ***** Service Load Condition *****

* Only 1 condition(s) shown in full
 * Some concentrated wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A =====

60 mph wind with no ice. wind Azimuth: 0

LOADS ON POLE

LOAD ELEV APPLY..LOAD..AT LOADFORCES.....MOMENTS.....

131392.txt

TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	144.000	0.00	0.0	0.0	0.0000	0.1498	0.0000	0.0000
C	144.000	0.00	0.0	0.0	0.6000	1.5196	0.0000	0.0000
C	134.000	0.00	0.0	0.0	0.0000	0.4181	0.0000	0.0000
C	134.000	0.00	0.0	0.0	0.5038	1.1466	0.0000	0.0000
C	124.000	0.00	0.0	0.0	0.0000	0.3869	0.0000	0.0000
C	124.000	0.00	0.0	0.0	0.4957	1.1466	0.0000	0.0000
C	114.000	0.00	0.0	0.0	0.0000	0.4378	0.0000	0.0000
C	114.000	0.00	0.0	0.0	0.6738	1.6891	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	0.3994	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.6611	1.6891	0.0000	0.0000
D	149.000	0.00	180.0	0.0	0.0116	0.0479	0.0000	0.0000
D	133.000	0.00	180.0	0.0	0.0116	0.0479	0.0000	0.0000
D	133.000	0.00	180.0	0.0	0.0138	0.0584	0.0000	0.0000
D	117.000	0.00	180.0	0.0	0.0138	0.0584	0.0000	0.0000
D	117.000	0.00	180.0	0.0	0.0158	0.0688	0.0000	0.0000
D	101.000	0.00	180.0	0.0	0.0158	0.0688	0.0000	0.0000
D	101.000	0.00	180.0	0.0	0.0169	0.1680	0.0000	0.0000
D	97.000	0.00	180.0	0.0	0.0169	0.1680	0.0000	0.0000
D	97.000	0.00	180.0	0.0	0.0176	0.1003	0.0000	0.0000
D	82.417	0.00	180.0	0.0	0.0176	0.1003	0.0000	0.0000
D	82.417	0.00	180.0	0.0	0.0190	0.1122	0.0000	0.0000
D	67.833	0.00	180.0	0.0	0.0190	0.1122	0.0000	0.0000
D	67.833	0.00	180.0	0.0	0.0201	0.1241	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0201	0.1241	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0206	0.2889	0.0000	0.0000
D	47.500	0.00	180.0	0.0	0.0206	0.2889	0.0000	0.0000
D	47.500	0.00	180.0	0.0	0.0206	0.1652	0.0000	0.0000
D	35.625	0.00	180.0	0.0	0.0206	0.1652	0.0000	0.0000
D	35.625	0.00	180.0	0.0	0.0206	0.1768	0.0000	0.0000
D	23.750	0.00	180.0	0.0	0.0206	0.1768	0.0000	0.0000
D	23.750	0.00	180.0	0.0	0.0198	0.1885	0.0000	0.0000
D	11.875	0.00	180.0	0.0	0.0198	0.1885	0.0000	0.0000
D	11.875	0.00	180.0	0.0	0.0201	0.2001	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0201	0.2001	0.0000	0.0000

=====

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

=====

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
149.0	1.84A	0.00K	0.03C	1.28A	0.00K	0.00F
133.0	1.49A	0.00K	0.02C	1.26A	0.00K	0.00F
117.0	1.15A	0.00K	0.02C	1.17A	0.00K	0.00F
101.0	0.84A	0.00K	0.01C	1.01A	0.00K	0.00F
97.0	0.77A	0.00K	0.01C	0.98A	0.00K	0.00F
82.4	0.54A	0.00K	0.01C	0.81A	0.00K	0.00F
67.8	0.36I	0.00K	0.00C	0.64A	0.00K	0.00F
53.2	0.21I	0.00K	0.00C	0.48I	0.00K	0.00F
47.5	0.17I	0.00K	0.00C	0.42I	0.00K	0.00F
35.6	0.09I	0.00K	0.00C	0.31I	0.00K	0.00F
23.7	0.04I	0.00K	0.00C	0.20I	0.00K	0.00F
11.9	0.01I	0.00K	0.00B	0.10I	0.00K	0.00F
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

=====

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

=====

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
149.0						

131392.txt						
	0.00 K	0.00 H	0.00 L	0.00 H	0.00 I	0.00 L
133.0	4.00 K	1.29 I	0.00 L	-9.17 I	0.00 F	0.00 F
	4.00 C	1.29 L	0.00 C	-9.17 C	0.00 K	0.00 F
117.0	6.47 C	2.01 L	0.00 C	-36.77 D	0.00 L	0.00 F
	6.47 L	2.01 C	0.00 F	-36.77 H	0.00 L	0.00 F
101.0	11.78 L	3.59 C	0.00 F	-84.41 C	0.00 C	0.00 F
	11.78 L	3.59 B	-0.01 E	-84.43 L	-0.01 H	0.00 F
97.0	12.46 L	3.66 B	-0.01 E	-99.76 E	0.02 E	0.00 F
	12.46 L	3.67 A	-0.01 K	-99.76 C	0.03 E	0.00 F
82.4	13.92 L	3.93 A	-0.01 K	-158.13 A	0.17 K	0.00 F
	13.92 L	3.92 F	-0.01 K	-158.13 A	0.17 K	0.00 F
67.8	15.56 L	4.20 F	-0.01 K	-220.08 A	0.33 K	-0.01 F
	15.56 L	4.20 F	-0.01 K	-220.08 A	0.33 K	-0.01 F
53.2	17.37 L	4.49 F	-0.01 K	-285.79 A	0.49 K	-0.01 F
	17.37 L	4.50 A	-0.01 K	-285.79 A	0.49 K	-0.01 F
47.5	19.03 L	4.61 A	-0.01 K	-312.80 A	0.56 K	-0.01 F
	19.03 L	4.61 I	-0.01 K	-312.80 A	0.56 K	-0.01 F
35.6	20.99 L	4.86 I	-0.01 K	-370.54 A	0.70 K	-0.01 F
	20.99 L	4.86 B	-0.01 K	-370.53 A	0.70 K	-0.01 F
23.7	23.09 L	5.10 B	-0.01 K	-430.82 A	0.81 K	-0.01 F
	23.09 L	5.10 B	-0.01 K	-430.82 A	0.81 K	-0.01 F
11.9	25.33 L	5.34 B	-0.01 K	-493.56 I	0.93 K	-0.01 F
	25.33 L	5.34 B	-0.01 I	-493.56 I	0.93 K	-0.01 F
	27.70 L	5.58 B	-0.01 I	-558.64 I	1.03 K	-0.01 F
base reaction	27.70 L	-5.58 B	0.01 I	558.64 I	-1.03 K	0.01 F

COMPLIANCE WITH 4.8.2 & 4.5.4
=====

ELEV	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL SATISFIED	D/t(w/t)	MAX ALLOWED	
ft							
149.00	0.00K	0.00H	0.00H	0.00H	YES	9.52A	45.2
133.00	0.00K	0.02I	0.00I	0.02I	YES	12.28A	45.2
	0.00C	0.02C	0.00L	0.02C	YES	12.28A	45.2
117.00	0.00C	0.05D	0.00L	0.06D	YES	15.04A	45.2
	0.00L	0.05H	0.00C	0.06H	YES	15.04A	45.2
101.00	0.01L	0.09C	0.00C	0.10C	YES	17.79A	45.2
	0.01L	0.07L	0.00B	0.08L	YES	13.88A	45.2
97.00	0.01L	0.08E	0.00B	0.09E	YES	14.43A	45.2
	0.01L	0.08C	0.00A	0.09C	YES	14.15A	45.2
82.42	0.01L	0.11A	0.00A	0.11A	YES	16.16A	45.2
	0.01L	0.11A	0.00F	0.11A	YES	16.16A	45.2
67.83	0.01L	0.12A	0.00F	0.13A	YES	18.17A	45.2

	0.01L	0.12A	0.00F	0.13A	131392.txt YES	18.17A	45.2
53.25	0.01L	0.13A	0.00F	0.14A	YES	20.18A	45.2
	0.01L	0.11A	0.00A	0.11A	YES	16.52A	45.2
47.50	0.01L	0.11A	0.00A	0.12A	YES	17.18A	45.2
	0.01L	0.11A	0.00I	0.12A	YES	16.89A	45.2
35.62	0.01L	0.12A	0.00I	0.12A	YES	18.26A	45.2
	0.01L	0.12A	0.00B	0.12A	YES	18.26A	45.2
23.75	0.01L	0.12A	0.00B	0.13A	YES	19.62A	45.2
	0.01L	0.12A	0.00B	0.13A	YES	19.62A	45.2
11.87	0.01L	0.13I	0.00B	0.13I	YES	20.98A	45.2
	0.01L	0.13I	0.00B	0.13I	YES	20.98A	45.2
0.00	0.01L	0.13I	0.00B	0.14I	YES	22.35A	45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t.WIND.DIR	WIND.DIR	MOMENT.w.r.t.WIND.DIR	WIND.DIR	TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
27.70	5.58	-0.01	-558.64	1.03	-0.01
L	B	I	I	K	F

=====

Round Base Plate and Anchor Rods, per ANSI/TIA 222-G

Pole Data

Diameter: 51.280 in (flat to flat)
Thickness: 0.375 in
Yield (Fy): 65 ksi
of Sides: 18 "0" IF Round
Strength (Fu): 80 ksi

Reactions

Moment, Mu: 4119.33 ft-kips
Axial, Pu: 33.23 kips
Shear, Vu: 41.18 kips

Anchor Rod Data

Quantity: 14
Diameter: 2.25 in
Rod Material: A615
Strength (Fu): 100 ksi
Yield (Fy): 75 ksi
BC Diam. (in): 58 BC Override:

Anchor Rod Results

Maximum Rod (Pu+ Vu/η): 251.8 Kips
Allowable Φ *Rnt: 260.0 Kips (per 4.9.9)
Anchor Rod Interaction Ratio: **96.8% Pass**

Plate Data

Diameter (in): 63.75 Dia. Override:
Thickness: 2.25 in
Yield (Fy): 50 ksi
Eff Width/Rod: 11.63 in
Drain Hole: 2.625 in. diameter
Drain Location: 23.5 in. center of pole to center of drain hole
Center Hole: 39 in. diameter

Base Plate Results

Base Plate (Mu/Z): 36.8 ksi
Allowable Φ *Fy: 45.0 ksi (per AISC)
Base Plate Interaction Ratio: **81.8% Pass**



RG Towers' Developmental Review Application- Sonic

12- Affidavit of
Tower removal per section 22-163 (to be provided before
permit issuance)



RG Towers, LLC

10/12/15

RE: RG Towers-Sonic Affidavit 22-163-An affidavit from the property owner or applicant acknowledging acceptance of the requirements of section 22-163

RG Towers, LLC., applicant for the construction of a new communication tower, acknowledges the requirement per Section 22-163 for the removal of abandoned antenna support structure.

It is understood that at time of building permit we shall:

- Enter into a contractually enforceable agreement with the city which requires the removal the antenna support structure upon its abandonment.
- Submit a bond, surety or other financial guaranty for the use and benefit of the city, to ensure the removal of abandoned communication towers in the event all legally approved use of any antenna support structure has been discontinued for a period of one hundred eighty (180) consecutive days

Sincerely,

A handwritten signature in black ink, appearing to read "S Richards", is written over a light blue horizontal line.

Scott Richards
CEO
RG Towers, LLC



RG Towers' Developmental Review Application- Sonic

Developmental review application

Lighting Plan



RG Towers, LLC

8/14/15

RE: RG Towers-Sonic Lighting Plan- Section 22-58-D.8

There is no proposed lighting at the proposed development and hence section 22.58.D.8 below is not applicable

- 8)
 - A lighting plan which shows illumination of all interior and immediately adjoining streets as follows:
 - a.
 - At least one (1) average footcandle for streets classified as collector classified as collector, arterial or higher;
 - b.
 - At least five-tenths average footcandle for streets other than as described in the immediately foregoing subsection;
 - c.
 - At least one (1) average footcandle for specially designated pedestrian walkways.

The uniformity ratio for lighting required by this section shall be an average/minimum ratio of ten (10) to one (1). There shall be included with the lighting plan a statement of a registered engineer or architect showing calculations demonstrating compliance with this section to the city engineer and such statement shall be subject to the city engineers approval. Subsequently a certificate of occupancy may not be issued until there is filed with the director a certificate from a registered engineer or architect of design that the lighting installation meets the requirements of this section

Sincerely,

A handwritten signature in blue ink that reads "Holly Valdez".

Holly Valdez
V.P. Operations
RG Towers, LLC



CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

TO: Holly Valdez, V.P. Operations
FROM: Clarissa Davis, Planner
RE: RG Towers; Conditional Use with New Construction & Minor Plat
DATE: November 12th, 2015

Ms. Valdez,

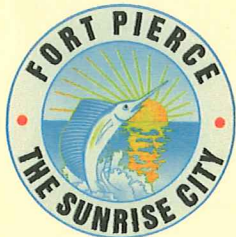
I have reviewed the proposed RG Towers project located at 2551 Jenkins Road and have produced the following comments:

1. The way the property is to be split will render it landlocked. An access agreement with the neighboring property must be provided before the Minor Plat application is approved. If agreement has been made please provide documentation.
2. The proposed fence must be of acceptable material per Design Review guidelines.
Code Section 22-59(g)(8)b Concrete walls shall be faced with stuccoed or stone, or shall incorporate some perforated pattern cohesive with the design intent. Gates and fences shall be wood, an appropriate composition of iron, metal or aluminum, or masonry piers with wood pickets.

This review is merely preliminary. Official comments will be rendered at the time of building permit. If you have any questions about the review above please feel free to contact me.

Sincerely,

Clarissa Davis, Planner
(772) 467-3742
CDavis@City-FortPerice.com



CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING

Roadway Design, Engineering Reviews, Stormwater Utility Management,
Project Management, Traffic Control and Maintenance

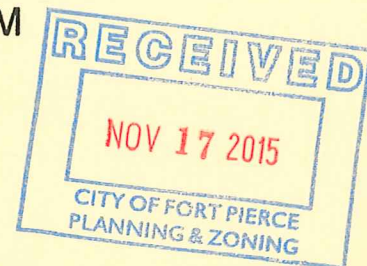
INTEROFFICE MEMORANDUM

TO: Clarissa Davis, Planner

FROM: John R. Andrews, P.E., City Engineer *JRA*

SUBJECT: **RG Towers Conditional Use and Minor Plat Review**
2551 Jenkins Road
TRC Project No. 15-04000015

DATE: November 13, 2015



CC:

Attachment(s):

This is to advise you that we have completed the review of the following documents as received November 6, 2015

- | | |
|---|--|
| <input checked="" type="checkbox"/> Site Plan and Survey | <input type="checkbox"/> P/D Drawings & Approved Site Plan |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we Recommend; Do Not Recommend

- Approval Building Permit C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- See attached for comments

ENGINEERING COMMENTS:

1. Please submit a Fort Pierce Plaza Revised plat incorporating the proposed lot split in accordance with FSS 17.0551 and the City of Fort Pierce Code of Ordinances Section 18-10. Please note, city staff will conduct the review of the Preliminary Plat at no cost to the applicant while the Final Plat will be reviewed by a registered land surveyor. All associated review fees by the surveyor will be forwarded to the applicant for payment.
2. The development plan reflects a proposed 20' wide access easement that traverses over two existing parking stalls and Type F curb and gutter; please provide information on how access for service vehicles requiring entrance to the tower site will maneuver across the "F" curb and provide data on whether these parking stalls will remain accessible to the public.
3. The Landscape Plan indicates that there is an existing Live Oak to remain which is located in the middle of the 20' wide access easement; how will access to the tower site be maintained without the removal of this tree?

JRA/tst



BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: RG Towers, LLC / Scott Richards, CEO, RG Towers

**SITE PLAN: RG Towers – 2551 Jenkins Road (Conditional Use W / New Construction;
Minor Plat) TRC Project: # 15-04000015**

REVIEW DATE: 11/13/2015

PLANNER: CLARISSA DAVIS

REVIEWED BY: Lieutenant Richard Williams

Site Plan Approved: _____

Site Plan Approved with conditions: X

Site Plan Approval withheld pending written acknowledgement of conditions: _____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

- 1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at <http://www.slcfcd.com/documents/app2.pdf>.**
- 2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
- 3. Please provide an electronic copy of the Site Plan (.dwg or .pdf format)**



TRC submissions - Meeting 11/19/15 <Watchdog: Virus checked>
 Martha Kerr
 to:
 'Clarissa Davis'
 11/16/2015 08:36 AM
 Hide Details
 From: Martha Kerr <mkerr@fpu.com>
 To: 'Clarissa Davis' <CDavis@City-FtPierce.Com>

Good Morning,

Below are FPUA comments regarding the submission for the upcoming TRC meeting on Nov. 19th.

- A. **Zoning Text Amendment (PD) & Preliminary Plat** – Village at Midway – 9850 Midway Road (Clarissa Davis)
 - W/WW Engineering: Approved
 - Electric and Gas Engineering: Electric is not available. Fiber is available please contact Don Landin (772)466-1600x3307. Gas is available please contact Ted Cook for details (772)466-1600x4705
- D. **Final Plat** – Inlet Palms – 1502 Seaway Drive - (Clarissa Davis)
 - W/WW Engineering: No Objection
 - Electric and Gas Engineering Department: We have no objection. Approved as noted
- G. **Conditional Use** – RG Towers – 2551 Jenkins Road – (Clarissa Davis)
 - W/WW Engineering: Approved
 - Electric and Gas Engineering: No Comment
- H. **Site Plan** – Indian River Villas (Resubmittal) – 401 S. Indian River Drive – (Clarissa Davis)
 - W/WW Engineering: No Objection
 - Electric and Gas Engineering: Again, FPUA electric has facilities within the Citrus Avenue right of way (East of S. Indian Drive). This may require a design modification or relocation of facilities (Switchgear and underground lines) at developers cost. Electrical plans (load calculation and riser schedule) was not provided. A utility easement will be required for all FPUA facilities within the site. We have no objection. Approved as noted
- I. **Indian River Commerce** – PD and Minor Plat – 401 S. Indian River Drive – (Clarissa Davis)
 - W/WW Engineering: No Objection
 - Electric and Gas Engineering: FPUA has electric facilities along S. Indian Drive and S. 2nd Street. FPUA gas facilities are located along S. 2nd Street. Electrical plans will be needed, along with a utility easement for all propose FPUA facilities within the site. We have no objection. Approved as noted
- J. **ROW Abandonment** – Indian River Villas – 401 S. Indian River Drive - (Clarissa Davis)

- W/WW Engineering: No Objection
- Electric and Gas Engineering: Utility easement may be required if the existing electric distribution lines is within the propose R/W abandonment area. We have no objection. Approved as noted

Regards,
Martha Kerr

FPUA

Staff Assistant

W/WW Engineering Department

1701 S. 37th Street

Fort Pierce, FL 34947

Telephone: (772) 466-1600, Ext. 3473

Fax: (772) 468-2414

mkerr@fpu.com

Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to http://www.fpu.com/important_information/privacy.php)

RG Towers
Jenkins Road
November 17, 2015
Conditional Use and Plat

St. Lucie County Public Works/Engineering Comments

1. Jenkins Road is subject to the jurisdiction of St. Lucie County.
2. The applicant is advised that a re-plat shall be required pursuant to Chapter 177.051, Florida Statutes. The applicant is also advised that all re-plats shall conform to the requirements of Chapter 177 Part 1, Florida Statutes.
3. It is noted that the proposed RG parent parcel will not have road frontage on a designated public or private road right of way. Is this acceptable to the City of Ft. Pierce?
4. It is noted that the Surveyor's certification references the Minimum Technical Standards, Chapter 5J-17. This designation is no longer valid. As of July 1, 2014 the designation was changed to Standards of Practice.
5. Does the proposed tower meet all the setback requirements as required by the City Code?
6. What is the distance to the nearest existing communication tower?

Ron Harris, PLS
County Surveyor
772 462-1721

City Commission Regular Meeting

Agenda Item # 10. c.

Meeting Date: 01/04/2016

Re: Application for Site Plan with Conditional Use - Baker Residence - 1709
Surfside Drive

Submitted For: Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

SUBJECT:

Review and approval of an application for Site Plan & Conditional Use, submitted by Property Owner, Cynthia J Baker, and representative, William Stoddard of Schulke, Bittle, & Stoddard, LLC.. to construct a single-family home seaward of the Coastal Construction Control Line (CCCL) at 1709 SURFSIDE DR, Fort Pierce, FL. The property is zoned Single-Family Intermediate Density (R-2), (Parcel ID 2412-501-0108-000-6).

SUMMARY:

- The applicant is requesting the review and approval of a Site Plan and Conditional Use to construct a new two-story single family home, seaward of the Coastal Construction Control Line (CCCL), on a 0.22 acre parcel located at 1709 Surfside Drive.
- The new home proposed features 1,938 sq. ft. of living space, a 562 sq. ft. attached two-car garage, covered porch, and covered first floor. The structure features three (3) bedrooms, three (3) baths, kitchen, living room, and dining space.
- A CCCL permit must be awarded by the FDEP prior to issuance of a building permit for construction.
- The Planning Board, at their December 8th, 2015 meeting, voted unanimously to recommend approval of the request.
- A total of 56 notifications of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of December 21, 2015, 0 responses have been received. An update will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approval with conditions
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

Increase in Ad-Valorem Tax Revenue pending completion.

Attachments

Staff Report

Site Aerial

Application & Property Record Card

Elevations & Floor Plans

Site Plans

Form Review

Inbox

City Manager

Form Started By: Kori Benton

Final Approval Date: 12/30/2015

Reviewed By

Nick Mimms

Date

12/30/2015 03:25 PM

Started On: 12/21/2015 01:21 PM



CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Manager

FROM: Kori Benton, Senior Planner

RE: Application for Site Plan with Conditional Use
 Baker Residence
 1709 Surfside Drive

DATE: December 21, 2015

STAFF REPORT

Property Owner/Applicant: Cynthia J Baker
 155 Bilbao ST
 Royal Palm Beach, FL 33411

Representative: William P. Stoddard, Ph.D., P.E., LEED AP
 Schulke, Bittle & Stoddard, LLC
 1717 Indian River Boulevard, Suite 201
 Vero Beach, Florida 32960

Requested Action: Application for Site Plan with Conditional Use to construct a Single-family home seaward of the Coastal Construction Control Line (CCCL).

Proposed Height (BFE) 27.69 ft.

Site Location: 1709 Surfside Drive

Parcel ID: 2412-501-0108-000-6

Current Zoning: Single-Family Intermediate Density zone (R-2).

Surrounding Zoning

North	East	South	West
R-2	R-1	R-2	R-2

Staff Analysis:

In accordance with Sections 22-58, 22-66 and 22-76 of the City Code, the applicant is requesting the review and approval of a Site Plan and Conditional Use to construct a new two-story single family home on a 0.22 acre parcel located at 1709 Surfside Drive. Per Section 22-66, Conditional Use approval is required for any new construction seaward of the Coastal Construction Control Line (CCCL).

The subject lot, located at the southwest corner of Surfside Drive and Cypress Avenue, was previously developed with a single-family home in the mid-1960s, however the previous structure was demolished in 2006 after incurring damage in the 2004 hurricane season. The lot remains vacant with the exception of a few native palm trees. The lot is located west of Surfside Drive; therefore the proposed construction will not impact the coastal dune system.

The new home proposed features 1,938 sq. ft. of living space, a 562 sq. ft. attached two-car garage, covered porch, and covered first floor. The structure features three (3) bedrooms, three (3) baths, kitchen, living room, and dining space.

The construction type presented is a CBS structure with a stucco finish. The architectural design of the home is influenced by a Key West theme, represented by end gables, a standing seam mill finish metal roof, and variable deck and balcony features. Complementary landscaping is presented to augment the presented development. Access to the property will be from Cypress Avenue via a brick paver driveway, which provides adequate parking.

Exterior site lighting has not been detailed with the current elevations, however lighting to be located on the northern, eastern and southern elevations may require the use of amber led bulbs subject to permitting by the Florida Department of Environmental Protection (FDEP), to prevent impact to sea turtles and sea turtle hatchlings. Per Section 5-375(b)(3) of the City Code, all windows and glass doors visible from any point on a nesting beach (north, east and south) must have a light transmittance value of 45 percent or less. At this time, the presented height of the structure and proximity to the adjacent dune system do not present any conflicts for compliance.

A CCCL permit must be awarded by the FDEP prior to issuance of a building permit for construction.

Technical Review Committee:

All affected City Departments have reviewed the proposed Site Plan and Conditional Use and have provided approval based on compliance with requirements of the City Code. The comments generated from the technical review are provided for review.

Property Owner Response Summary:

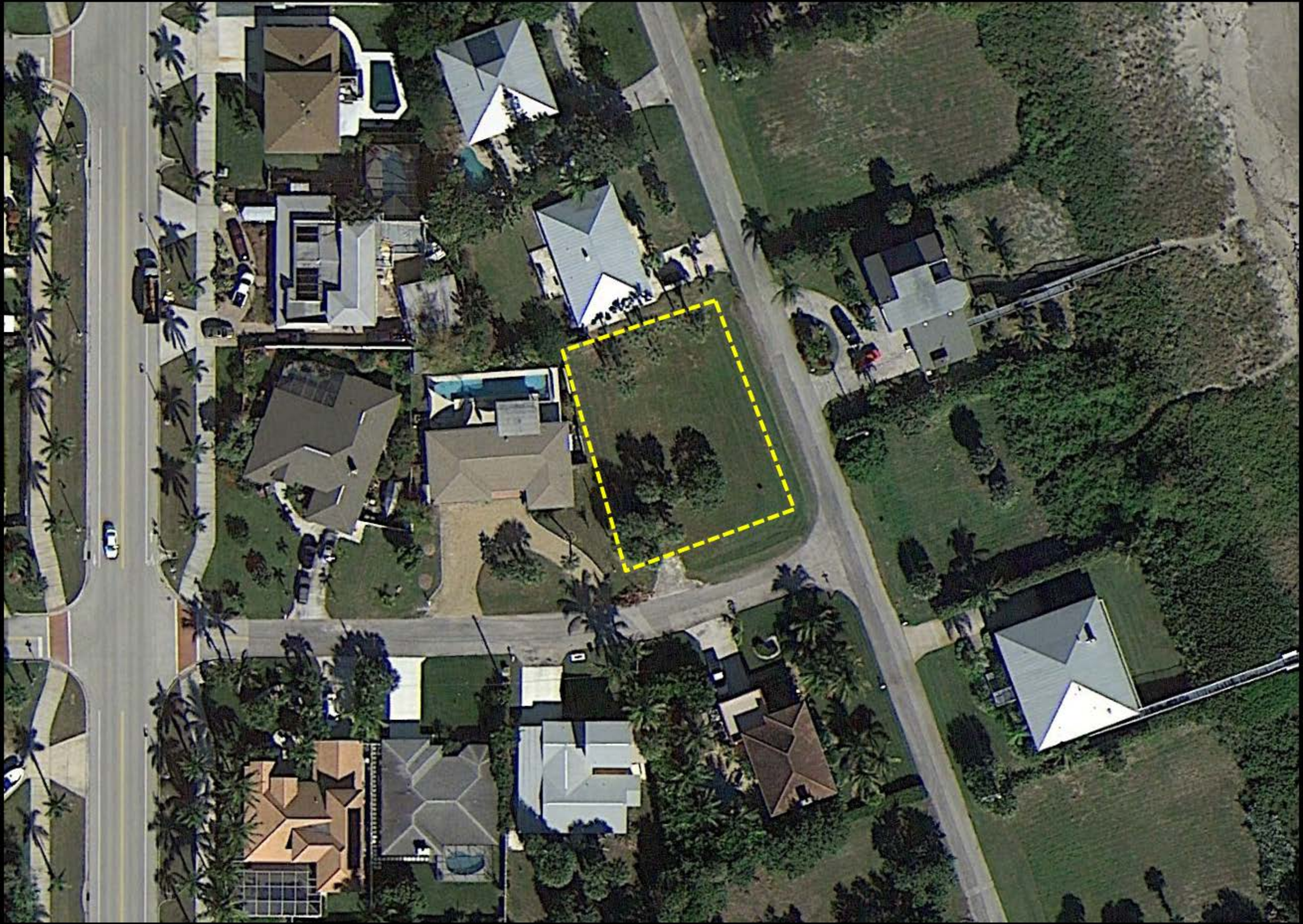
A total of 56 notifications of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of December 21, 2015, 0 responses have been received. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation:

The Planning Board, at their December 8th, 2015 meeting, voted unanimously to recommend approval of the request.

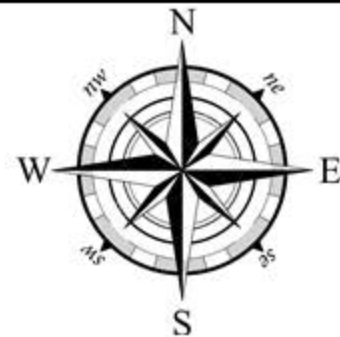
Staff Recommendation:

The requested Site Plan and Conditional Use are consistent with City Code, the Comprehensive Plan, and do not adversely affect the public health, safety, convenience and general welfare; therefore Staff recommends approval of the request.



1709 Surfside Dr

Site Aerial





CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

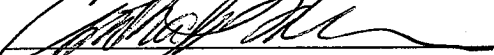
DEVELOPMENT REVIEW

Property address or Location 1709 Surfside Drive
Parcel ID #(s) 2412-501-0108-000-6
Project description Single Family Residence

Cynthia J. Baker
Property Owner(s)
155 Bilboa St
Street Address
Royal Palm Beach, FL 33411
City State Zip
561-389-6026
Phone Number
floridacjb@aol.com
Email Address

William P. Stoddard, Ph.D., P.E.
Applicant/Representative, Title, Company
1717 Indian River Blvd, Suite 201
Street Address
Vero Beach, FL 32960
City State Zip
772-770-9622
Phone Number
wstoddard@sbsengineers.com
Email Address


Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.


Property Owner(s) Signature(s)

STATE OF FLORIDA - St. Lucie COUNTY

The foregoing instrument was acknowledged before me this 22 day of October, 2015, by

Cynthia Baker who is personally known to me or has produced
as identification.


Signature of Notary

(seal)



WILLIAM P STODDARD
MY COMMISSION # EE 869358
EXPIRES: April 12, 2017
Bonded Thru Budget Notary Services

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

DEVELOPMENT REVIEW

General Information

- Incomplete application packets cannot be accepted.
- Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type	
<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Conditional Use with New Const.
<input type="checkbox"/> Conceptual Development Plan	<input type="checkbox"/> Major Amendment
	<input type="checkbox"/> Minor Amendment

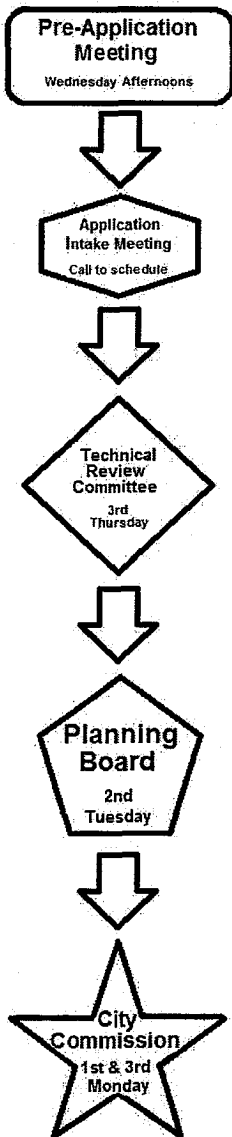
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: 1

Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
Single Family	Single Family	Single Family	Single Family

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Warranty Deed
- SLC Property Record Card
- Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- General location map (see Section 22-58.d.2)
- Survey (see Section 22-58.d.3)
- Site Plan (see Section 22-58.d.4)
- Landscaping Plan (see Section 22-187) N/A
- Storm Drainage Plan (see Section 22-58.d.6)
- Environmental Impact Report N/A
- Beach/Dune System protection plan, if applicable (see Section 22-58.d.7) N/A
- Lighting Plan (see Section 22-58.d.8)
- Design Review submittals (see Design Review application)
- Traffic Impact Report N/A
- Concurrency Review submittals (see Concurrency Review application) N/A



City of Fort Pierce

Planning Department

Rebecca Grohall, AICP, Planning Manager
Comprehensive Planning ◊ Development Review
Historic Preservation ◊ Urban Design ◊ Zoning

Design Review

Property address or Location 1709 Surfside Drive

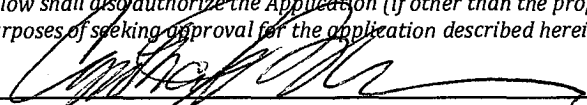
Parcel ID #(s) 2412-501-0108-000-6

Project Description Single Family Residence

Cynthia J. Baker
Property Owner(s)
155 Bilboa St
Street Address
Royal Palm Beach, FL 33411
City State Zip
561-389-6026
Phone Number
floridacjb@aol.com
Email Address

William P. Stoddard, Ph.D., P.E.
Applicant/Representative, Title, Company
1717 Indian River Blvd, Suite 201
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City State Zip
772-770-9622
Phone Number
wstoddard@sbsengineers.com
Email Address

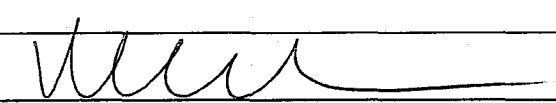
Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.


Property Owner(s) Signature(s)

STATE OF FLORIDA - ~~St. Lucie~~ COUNTY

The foregoing instrument was acknowledged before me this 22 day of October, 2015, by

Cynthia Baker who is personally known to me or has produced


Signature of Notary



WILLIAM P STODDARD
MY COMMISSION # EE 869358
EXPIRES: April 12, 2017
Bonded (seal) Notary Services

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

November 3, 2015

Rebecca Grohall
City of Fort Pierce
Planning Department
100 N. US 1
Fort Pierce, FL 34954

Re: Conditional Use with New Construction
1709 Surfside Drive, Ft. Pierce, FL
Parcel ID 2412-501-0108-000-6
Statement of Need

Dear Ms. Grohall:


The proposed construction includes a new single family residence to be constructed at 1709 Surfside Drive. The total enclosed habitable area is 1,938 SF. The proposed construction is located partially seaward of the Coast Construction Control Line (CCCL) and therefore requires conditional use approval from the City of Fort Pierce. An application will be made to FDEP for all construction activities seaward of the CCCL. The design will comply with Chapter 3109 of the 2014 Florida Building Code, Building as well as all other pertinent sections of the 2014 Florida Building Code, Building and Residential.

Please let me know if you have any questions.

Sincerely,

Date:

11/3/15



William P. Stoddard, Ph.D., P.E.
FL. Reg. No. 57605
CA No. 00008668

Property Identification

Site Address: 1709 SURFSIDE DR
Parcel ID: 2412-501-0108-000-6
Account #: 24033
Map ID: 25/07N
Use Type: 0000
Zoning: R2
City/County: Fort Pierce

Ownership

Cynthia J Baker
155 Bilbao ST
Royal Palm Beach, FL 33411

Legal Description

SURFSIDE-UNIT ONE- BLK 9 LOT 7 (OR 3697-2699)

Current Values

Just/Market Value: \$112,700
Assessed Value: \$112,700
Exemptions: \$0
Taxable Value: \$112,700

Taxes for this parcel: SLC Tax Collector's Office [📄](#)

Download TRIM for this parcel: [Download PDF](#) [📄](#)



Total Areas

Finished/Under Air (SF): 0
Gross Area (SF): 0
Land Size (acres): 0.22
Land Size (SF): 9,800

Sale History

Date: Dec 4, 2014
Book/Page: 3697 / 2699
Sale Code: 0001
Deed: WD
Grantor: Springman Eric
Price: \$122,500

Date: Apr 25, 2013
Book/Page: 3519 / 2536
Sale Code: 0001
Deed: WD
Grantor: Chapman, James E
Price: \$114,000

Date: Jul 19, 2000
Book/Page: 1317 / 1384
Sale Code: 00
Deed: WD
Grantor: Barbieux, W D

Price: \$172,500
 Date: Jun 1, 1986
 Book/Page: 0503 / 1043
 Sale Code: 00
 Deed: CV
 Grantor:
 Price: \$90,000
 Date: Aug 1, 1974
 Book/Page: 0230 / 2913
 Sale Code: 00
 Deed: CV
 Grantor:
 Price: \$50,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Total Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: 2014	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

Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building: \$0
 Land: \$112,700
 Just/Market: \$112,700
 Ag Credit: \$0

Current Year Exemption Value Breakdown

Save Our Homes or
10% Cap: \$0
Assessed: \$112,700
Exemption(s): \$0
Taxable: \$112,700

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	\$54.00

This does not necessarily represent the total Special Assesments 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 [☑](#).

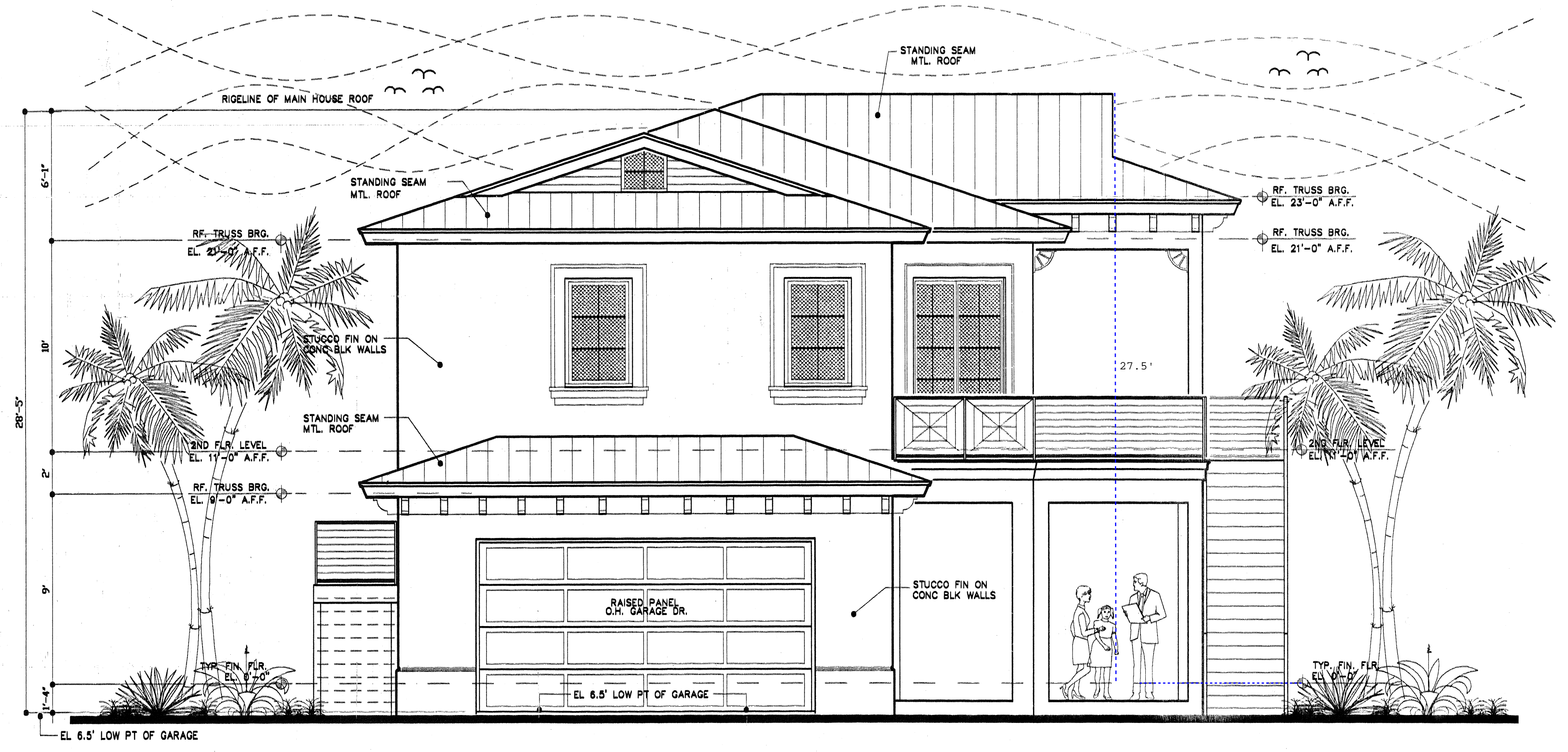
Historical Values

Permits

Number:	F98-000618
Date:	May 19, 1998
Description:	Roof
Amount:	\$2,475
Fee:	\$2,475
Number:	RR2005413
Date:	Jun 20, 2005
Description:	Alterations/Remodeling
Amount:	\$4,500
Fee:	\$170
Number:	DM200641
Date:	Apr 21, 2006
Description:	Demolition
Amount:	\$2,400
Fee:	\$130

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

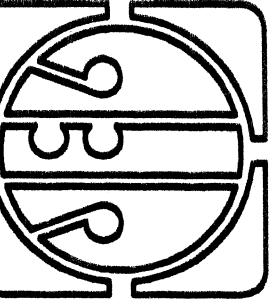
This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2015 Saint Lucie County Property Appraiser. All rights reserved.



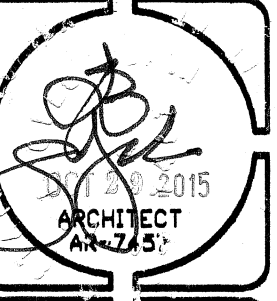
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
SUITE 107
1239 E NEWPORT CENTER DR
NEWPORT CENTER
DEERFIELD BEACH
FLORIDA 33442
(954) 426-1652



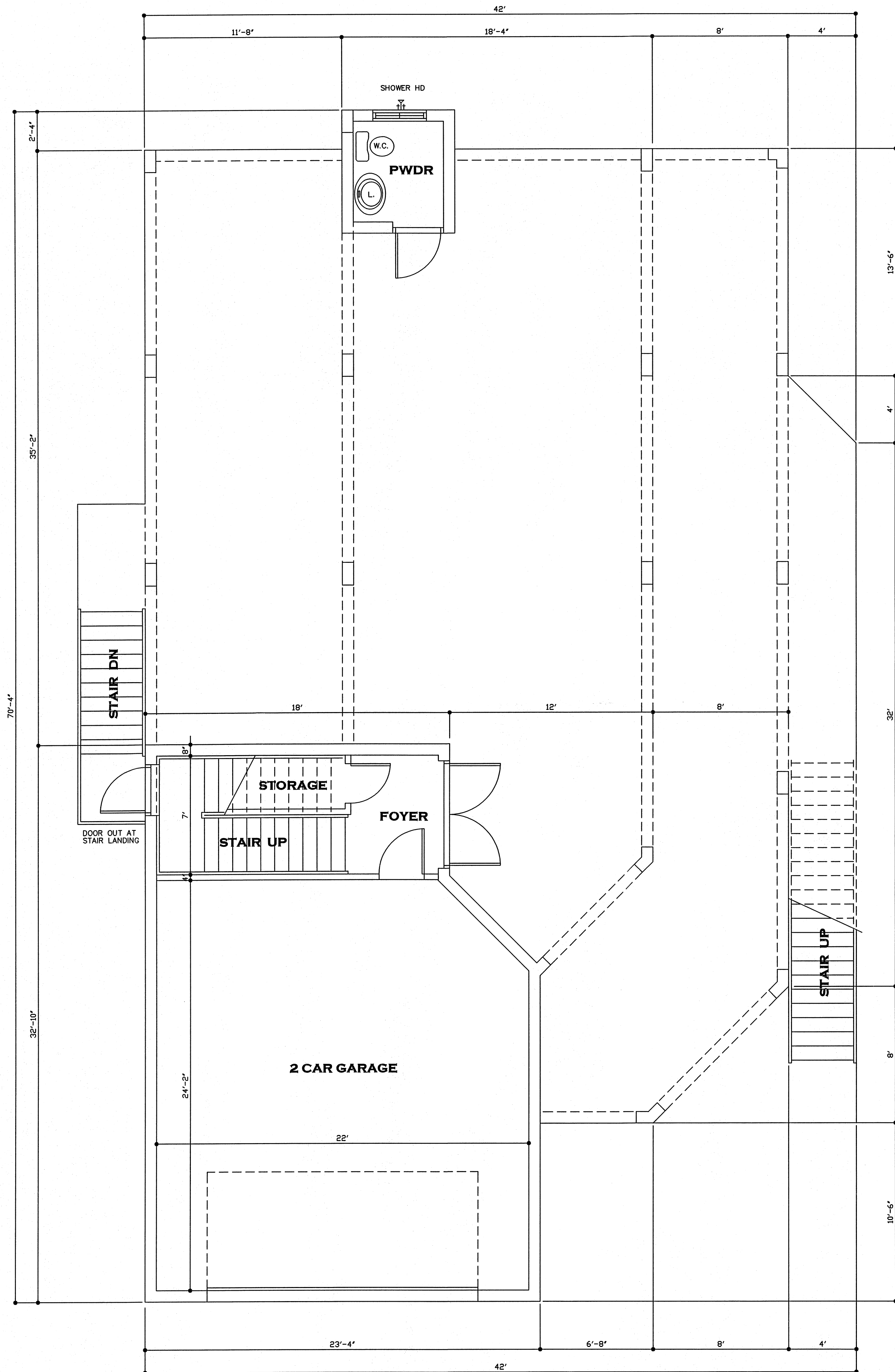
REVISIONS:

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS & VERIFY ARCHITECT OF ANY DISCREPANCIES. CONSULTOR SHALL NOT PROCEED UNTIL SAID DISCREPANCIES HAVE BEEN RESOLVED BY ARCHITECT.
3. NO MATERIALS OR SYSTEMS ARE TO BE FABRICATED UNTIL ALL DIMENSIONS HAVE BEEN VERIFIED BY THE CONTRACTOR.
4. SHOP DRAWINGS HAVE BEEN REVIEWED & ACCEPTED BY THE ARCHITECT.

NEW SINGLE FAMILY RESIDENCE
BAKER RESIDENCE
1709 SURSIDE DRIVE
FORT PIERCE,
ST LUCIE COUNTY,
FLORIDA
LOT 7, BLK 9, SURSIDE UNIT #1

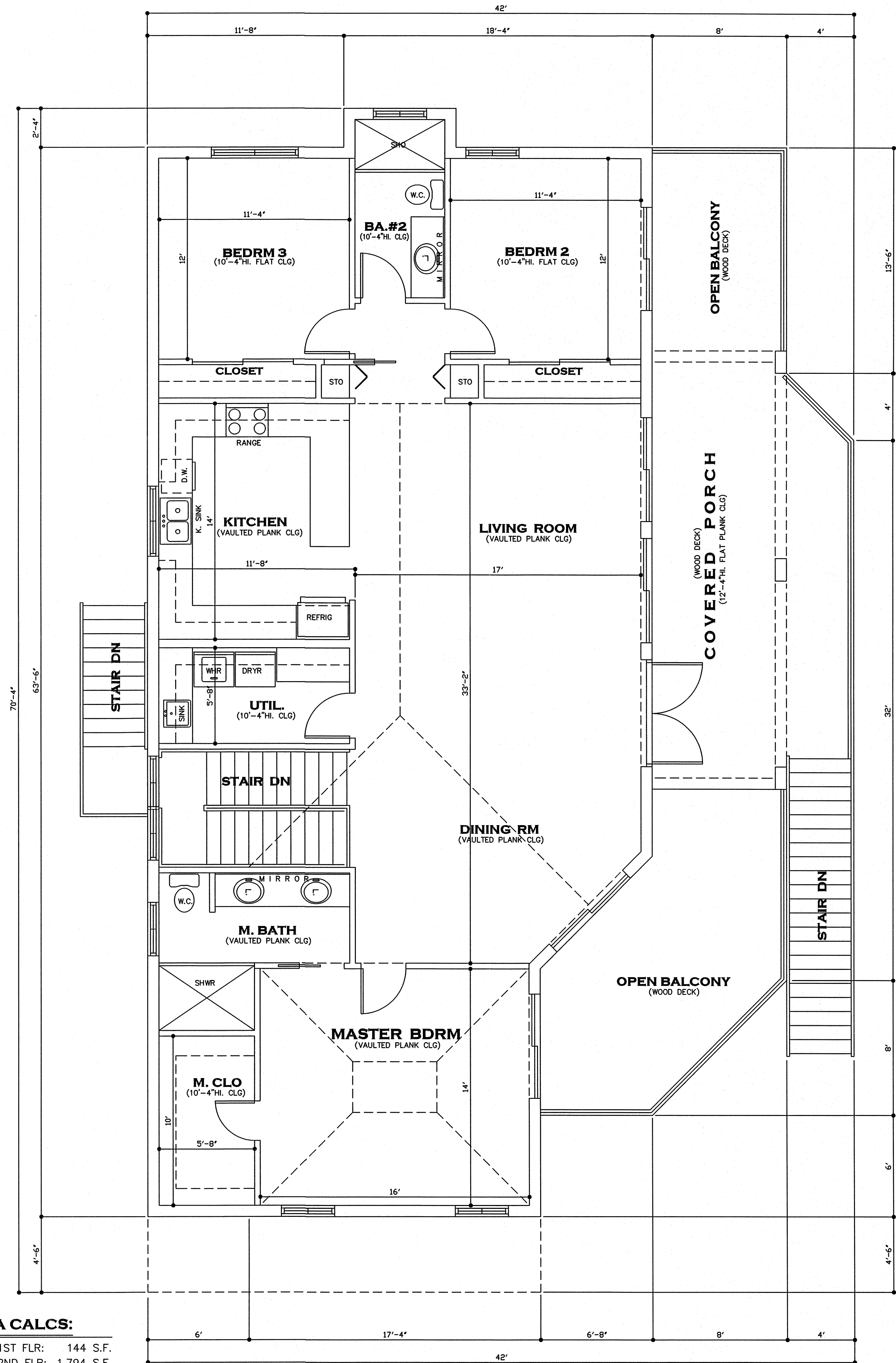
DATE: 08 OCT '16
PROJECT NO: 16-448
SHEET: A7
of X





**FIRST FLOOR LEVEL
ARCHITECTURAL FLOOR PLAN**

SCALE: 1/4" = 1'-0"

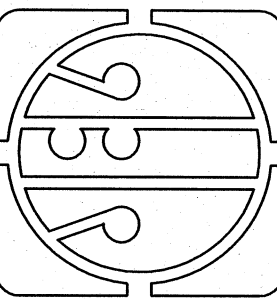


AREA CALCS:

LIVING-1ST FLR:	144 S.F.
LIVING-2ND FLR:	1,794 S.F.
TOTAL LIVING:	1,938 S.F.
GARAGE:	562 S.F.
COVERED PORCH:	208 S.F.
OPEN PORCH:	300 S.F.
COVERED 1ST FLR:	1,792 S.F.
TOTAL:	4,800 S.F.

**SECOND FLOOR LEVEL
ARCHITECTURAL FLOOR PLAN**

SCALE: 1/4" = 1'-0"



**JAMES E. GILGENBACH
ARCHITECTURE & PLANNING**
SUITE 107 NEWPORT CENTER DR
1239 E NEWPORT CENTER DR
DEERFIELD BEACH
FLORIDA 33442
(954) 426 - 1652

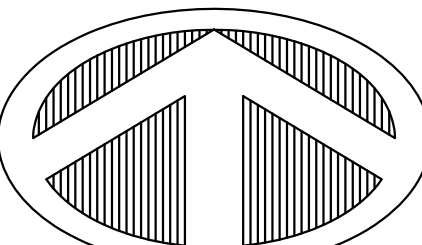
ARCHITECT
AR-7457

REVISIONS:

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS & ADVISE ARCHITECT OF ANY DISCREPANCIES. CONSTRUCTION SHALL NOT PROCEED UNTIL SAID DISCREPANCIES HAVE BEEN RESOLVED BY ARCHITECT.
3. NO MATERIALS OR SYSTEMS ARE TO BE FABRICATED UNTIL...
4. ALL DIMENSIONS HAVE BEEN VERIFIED BY THE CONTRACTOR.
5. SHOP DRAWINGS HAVE BEEN REVIEWED & ACCEPTED BY THE ARCHITECT.

NEW SINGLE FAMILY RESIDENCE
BAKER RESIDENCE
1709 SURFSIDE DRIVE FORT PEIRCE,
LOT 7, BLK 9, SURFSIDE UNIT #1
ST LUCIE COUNTY, FLORIDA

DATE: 10 JUNE '15
PROJECT NO: 15 - A45
SHEET: A2
OF X



North

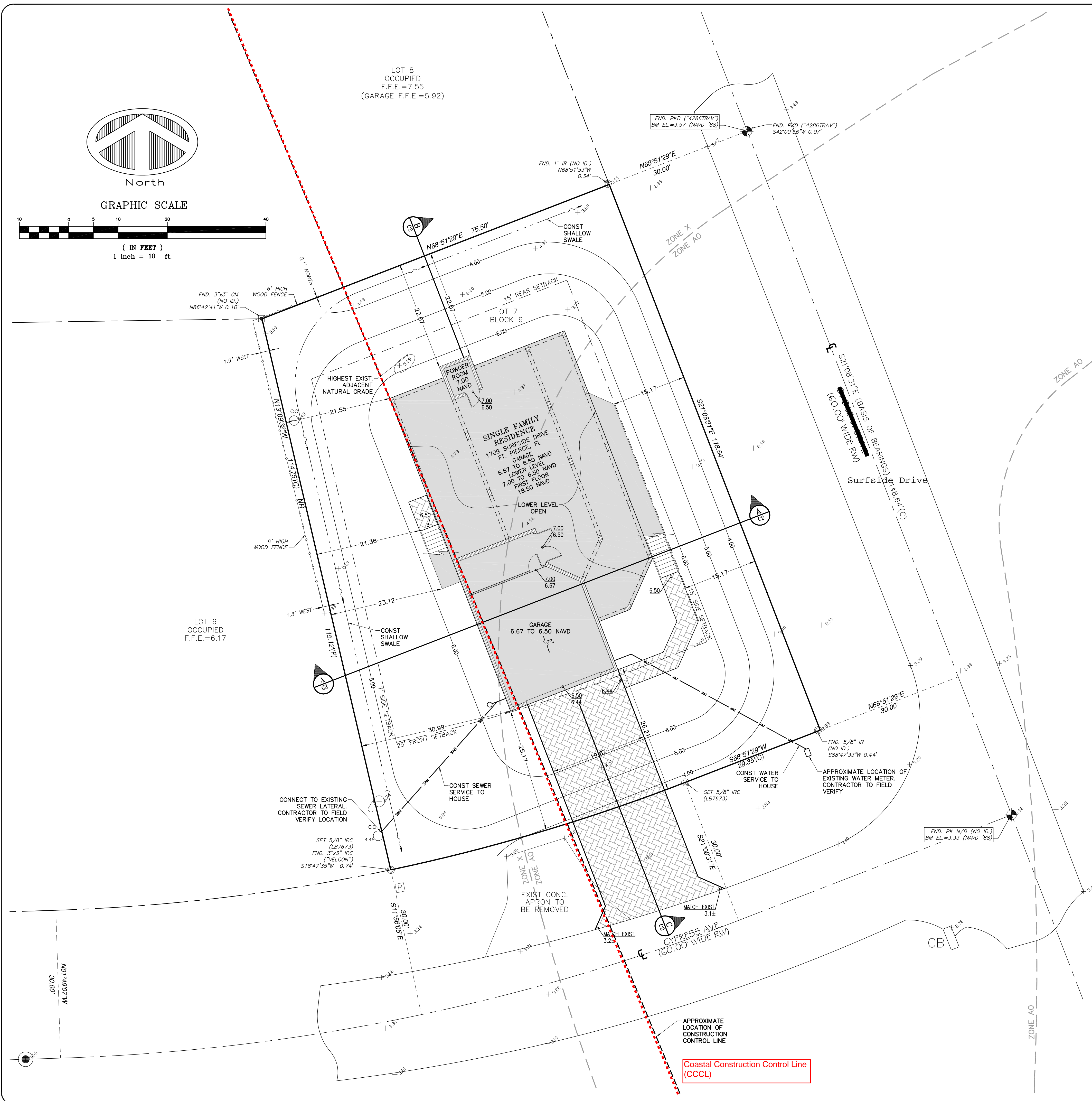
GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

LOT 8
OCCUPIED
F.F.E. = 7.55
(GARAGE F.F.E. = 5.92)

LOT 6
OCCUPIED
F.F.E. = 6.17



LEGAL DESCRIPTION

LOT 7, BLOCK 9, SURFSIDE UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

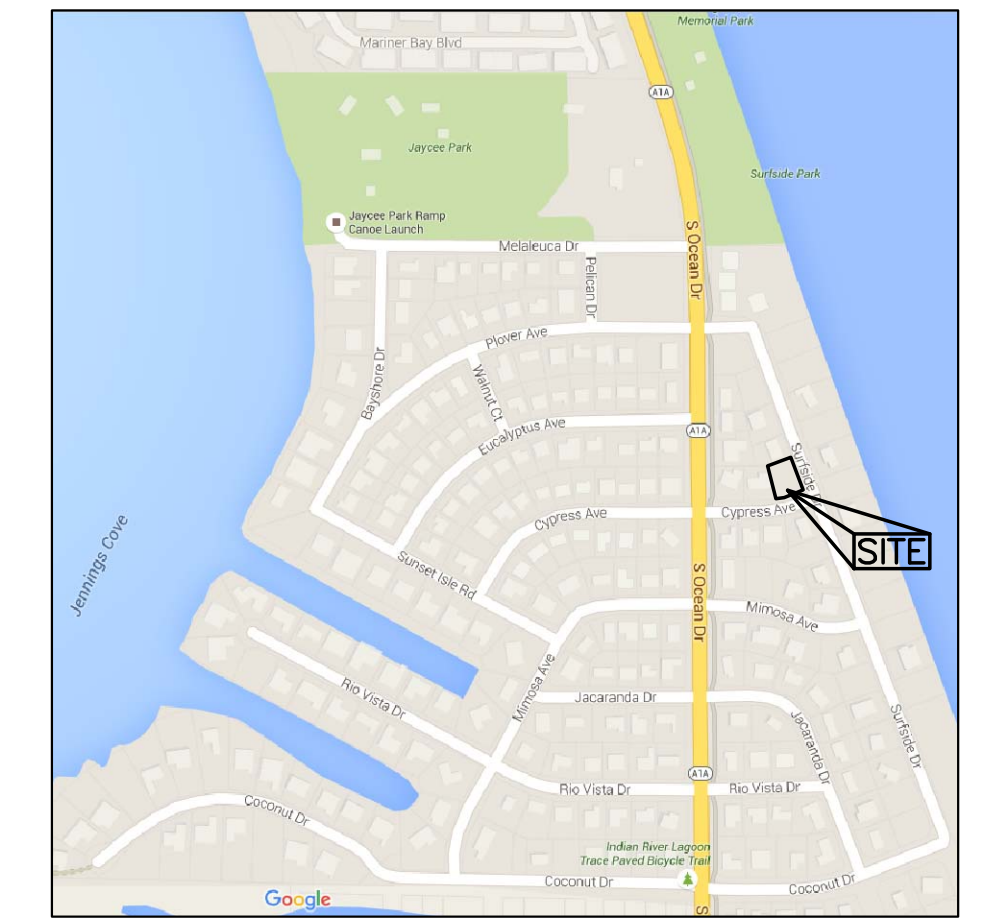
GENERAL NOTES

- DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD DESIGNATION "X" AND "AO" EL. 1, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP No. 12111C0183 J, COMMUNITY No. 120285 WITH A DATE OF IDENTIFICATION OF FEBRUARY 12, 2012, IN UNINCORPORATED ST. LUCIE COUNTY, FLORIDA.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND BASED ON BENCHMARK "B 770" HAVING AN ELEVATION OF 3.64 FEET.

PROJECT DATA

OWNER/APPLICANT	CINDI J. BAKER 155 BILBAO STREET ROYAL PALM BEACH, FL 33411	
ENGINEER/AGENT	SCHULKE, BITTLE & STODDARD, L.L.C. 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FL 32960 (772) 770-9622	
SURVEYOR	GEOMATICS SERVICES INC. 1934 TRUCKER COURT FT. PIERCE, FL (772) 419-8383	
SITE ADDRESS	1709 SURFSIDE DRIVE ST. LUCIE COUNTY, FLORIDA	
PARCEL ID#	2412-501-0108-000-6	
F.I.R.M. PANEL	12111C0183 J FEBRUARY 12, 2012	
FLOOD ZONES	X & AO	
ZONING	R-2	
LOT SIZE	REQUIRED R-1A	PROPOSED
LOT WIDTH	9,000 SF	9,839 SF
YARD SETBACKS:	70'	75.50' (MIN)
FRONT (SOUTH)	25'	25.17'
REAR (NORTH)	15'	22.07'
SIDE (WEST)	7'	21.36'
SIDE (EAST)	15'	15.17'
BLDG. HEIGHT	28'	28.53'
FLOOR AREA		
LOWER LEVEL		144 SF
FIRST FLOOR		1,794 SF
TOTAL LIVING		1,938 SF
BUILDING FOOTPRINT		2,414 SF
DRIVEWAY/WALKWAY		626 SF
TOTAL IMPERVIOUS AREA		3,040 SF
CONSTRUCTION SCHEDULE:		
COMMENCE:	FEBRUARY 2016	
COMPLETE:	JANUARY 2017	

LOCATION MAP



DATE	REVISION	MARK

DRAWING 15-157 SP1	DESIGNED W.P.S.	
	DRAWN W.A.C.	
	CHECKED W.P.S.	
	SCALE 1"=10'	
	DATE 10/20/15	

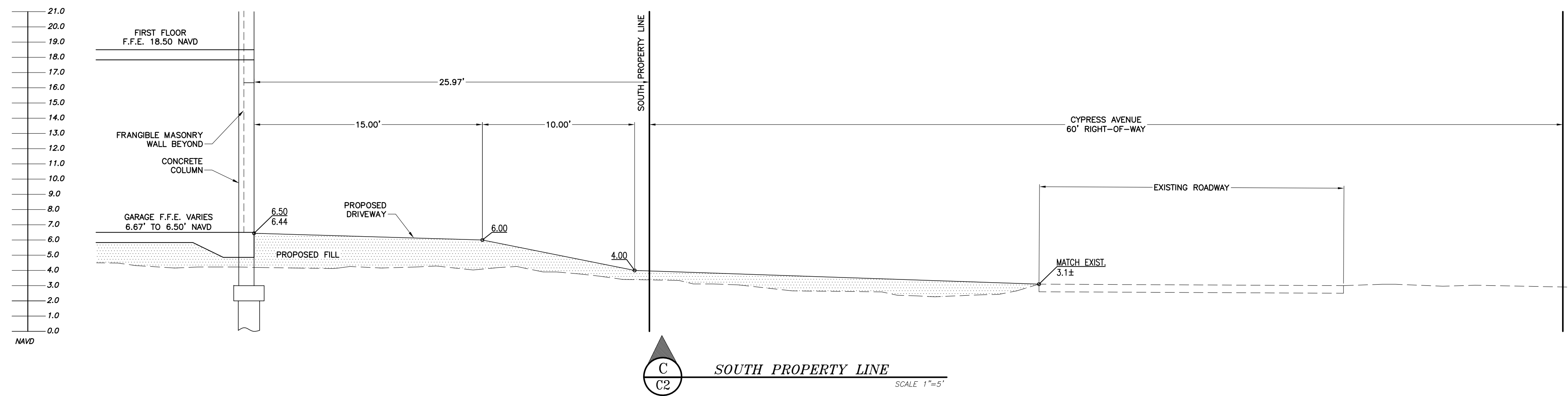
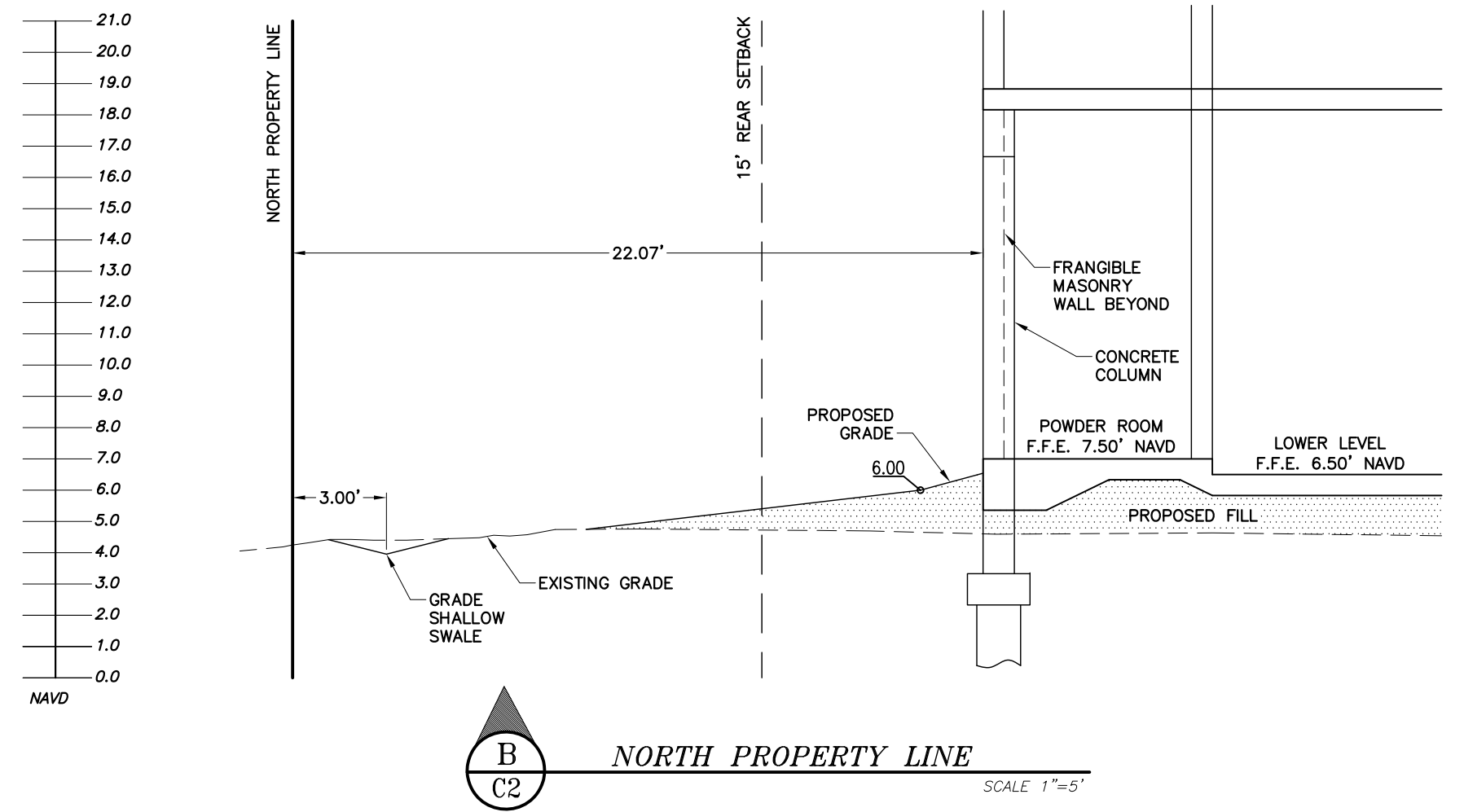
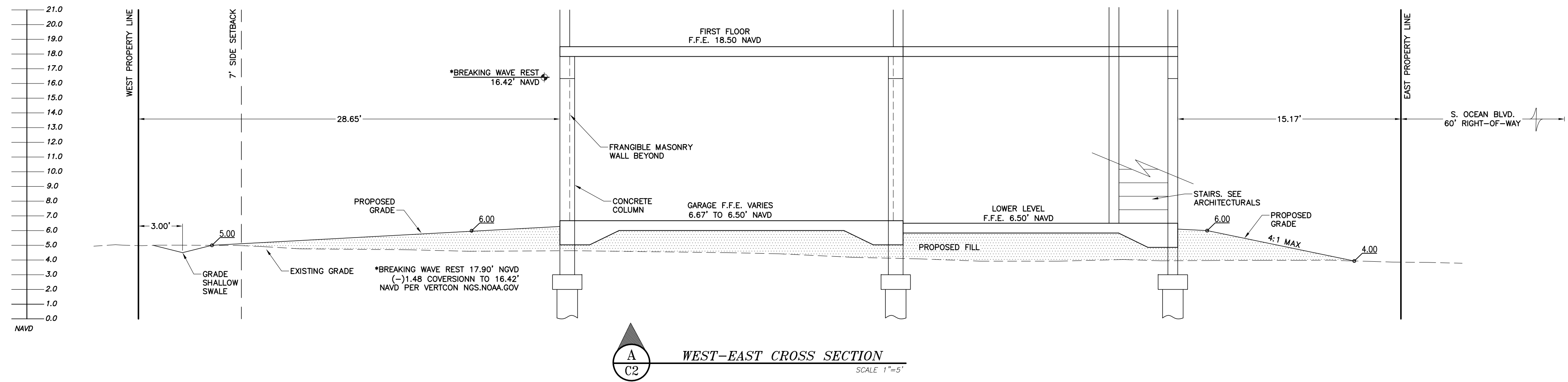
SCHULKE, BITTLE & STODDARD, L.L.C.
 CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
 CERTIFICATION OF AUTHORIZATION NO. 0008868
 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
 TEL 772.770.9622 FAX 772.770.9496 EMAIL info@sbsengllcs.com

SITE PLAN

SINGLE FAMILY RESIDENCE FOR
 CINDI J. BAKER
 1709 SURFSIDE DRIVE
 ST. LUCIE COUNTY, FLORIDA

ENGINEER CERTIFICATION
 JOSEPH W. SCHULKE
 FL REG. NO. 47048
 JONAH B. BITTLE
 FL REG. NO. 57396
 WILLIAM P. STODDARD
 FL REG. NO. 57605

DATE: SHEET
 C1
 PROJECT NO.
 15-157



DATE	REVISION	MARK
10/20/15		

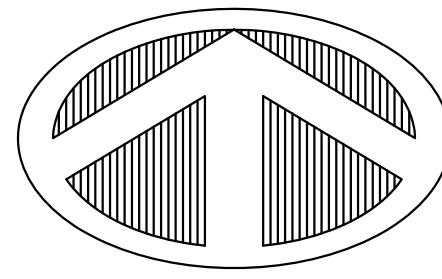
SCHULKE, BITTLE & STODDARD, L.L.C.
 CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
 CERTIFICATION OF AUTHORIZATION NO. 0008888
 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
 TEL 772.770-9622 FAX 772.770-9496 EMAIL info@stsbengineering.com

CROSS SECTIONS

SINGLE FAMILY RESIDENCE FOR
 CINDI J. BAKER
 1709 SURFSIDE DRIVE
 ST. LUCIE COUNTY, FLORIDA

ENGINEER CERTIFICATION
<input type="checkbox"/> JOSEPH W. SCHULKE FL REG. NO. 47048
<input type="checkbox"/> JODAH B. BITTLE FL REG. NO. 57396
<input type="checkbox"/> WILLIAM P. STODDARD FL REG. NO. 57605

DATE: _____
 SHEET:
C2
 PROJECT NO.
 15-157

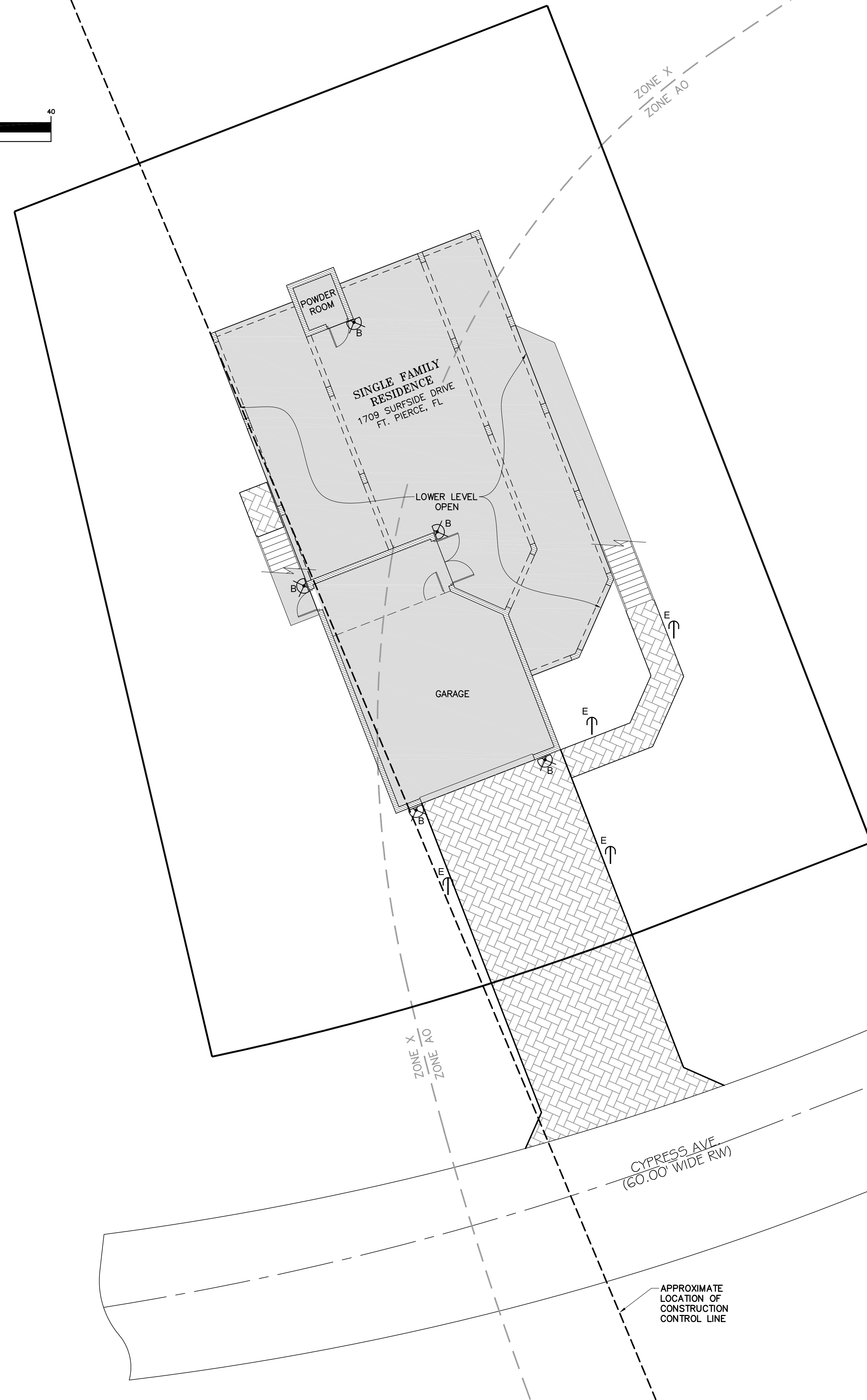


North

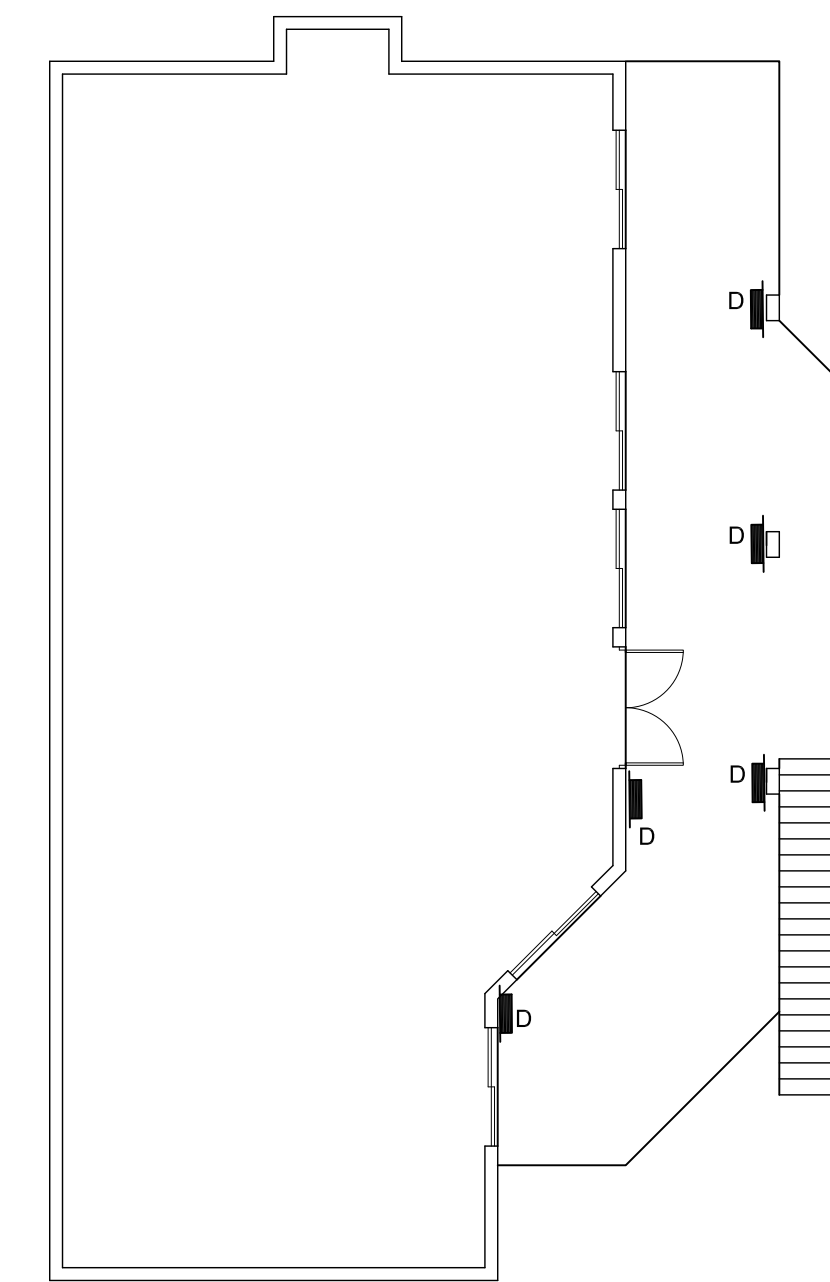
GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.



LIGHTING KEY							
FIXTURE LABEL	FIXTURE TYPE	MANUFACTURER & CATALOG NO.	FIXTURE QUANTITY	LAMP TYPE & WATTAGE	MOUNTING TYPE & HEIGHT	LOCATION OF FIXTURE	STRUCTURE LEVEL
B	WALL SCENCE DOWN LIGHT	PORTFOLIO H8605 CYLINDER FIXTURE	5	2W H12 LED AMBER	WALL MOUNT MAX 8'-0" ABOVE FLOOR	(1) LANDWARD (3) SHORE PERPENDICULAR (1) BEACHSIDE	(2) GARAGE (3) LOWER LEVEL
D	STEP LIGHT	INTRIQUE LIGHTING SG-R-1LED-HDL-AML	5	3W LED AMBER	WALL/STEP MOUNT 6" AFF MAX MAY NEED FIELD ADJUSTMENT & ADDITIONAL SHIELDING	BEACHSIDE	SECOND FLOOR
E	PATH LIGHT	BEACHSIDE LIGHTING M3-24-LED-3W-A	5	3W LED AMBER	STAKE MOUNT PATH LIGHT 16" ABOVE GRADE	LANDWARD	DRIVEWAY/WALKWAY



FIRST FLOOR LIGHTING

SCHULKE, BITTLE & STODDARD, L.L.C.
 CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
 CERTIFICATION OF AUTHORIZATION NO. 00008888
 1117 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
 TEL 772.770-9622 FAX 772.770-9496 EMAIL info@sbsengineers.com

LIGHTING PLAN

SINGLE FAMILY RESIDENCE FOR
 CINDI J. BAKER
 1709 SURFSIDE DRIVE
 ST. LUCIE COUNTY, FLORIDA

ENGINEER CERTIFICATION
 JOSEPH W. SCHULKE
 FL. REG. NO. 47048
 JODAH B. BITTLE
 FL. REG. NO. 57396
 WILLIAM P. STODDARD
 FL. REG. NO. 57605

DATE:

SHEET

C3

PROJECT NO.

15-157

MARK	REVISION	DATE
DESIGNED	W.P.S.	
DRAWN	W.P.S.	
CHECKED	W.P.S.	
SCALE	1"=10'	
DATE		10/20/15

City Commission Regular Meeting

Agenda Item # 10. d.

Meeting Date: 01/04/2016

Re: Section 5-267 "Permit Fee Schedule"

Submitted For: Marc Meyers, Building Official, Building

SUBJECT:

Ordinance No. 15-056 amending section 5-267 "Permit Fee Schedule". SECOND READING

SUMMARY:

We have discussed this amendment during our Strategic Planning meeting and Budget hearing. We also reached out to the Treasure Coast Builders Association, Realtors Association, and the Chamber of Commerce regarding this amendment.

During the 1st Reading the commission requested a comparison between our proposed fee for new residential construction and those of other surrounding jurisdictions. We have provided this information per the Commissions request. We also reached out to the Treasure Coast Builders Association, Realtors Association, and the Chamber of commerce, all of these organizations were in agreement with the proposed amendment.

RECOMMENDATION:

Approve proposed amendments.

ALTERNATIVES:

Provide other suggestions.

RESPONSIBLE STAFF:

Marc Meyers, Building Official

COORDINATED WITH:

Paul Thomas, Building Department Coordinator
Kristie Kirstein, Senior Permit Specialist

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

We expect a 10% increase in revenue for the 2015/16 fiscal year. This will accommodate the rising cost of municipal providers and temporary services, which are necessary to further facilitate the rapidly increasing needs of the public.

The intent of this amendment is to reduce the amount of time required to process and issue permits. This will be accomplished by facilitating the permit process, plan review and inspection services.

Attachments

15-056

Memo with changes

Fee Backup

Form Review

Inbox	Reviewed By	Date
City Manager	rbradshaw	11/10/2015 10:04 AM
City Manager	Nick Mimms	12/30/2015 03:25 PM
Form Started By: Kristie Kirstein		Started On: 10/28/2015 11:09 AM
Final Approval Date: 12/30/2015		

ORDINANCE NO. 15-056

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING ARTICLE VII OF THE CODE OF ORDINANCES ENTITLED "**PERMIT FEES**"; AMENDING SECTION **5-267, SCHEDULE OF FEES FOR BUILDING PERMITS**, TO UPDATE FEE COLLECTION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by City Commission of the City of Fort Pierce, Florida:

SECTION 1. Article VII, Chapter 5 Section 5-267, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-267. Same—Schedule.

		Fee:
(1)	New buildings and additions	
	<u>Commercial:</u>	Fee is based on multiplying the value of the building or addition by .0125 0 . Such value shall be determined by using the most recent Building Valuation Data for Florida as compiled by the International Code Council (ICC) or on the contract price given by the applicant for the project, whichever is higher. <u>See item #10 for Subcontractor Agreement Fees.</u>
	<u>Residential:</u>	<u>Fee is based on multiplying the value of the building by .005. Such value shall be determined by using the most recent Building Valuation Data as compiled by the International Code Council (ICC) or on the contract price given by the applicant for the project, whichever is higher.</u> <u>See item #10 for Subcontractor Agreement Fees.</u>
(2)	All other construction except as noted below:	Fee is based on multiplying the value of the work by .010. The value is determined by the building official. The minimum fee is \$75.00. \$100.00 flat fee up to \$8000 in value. Any construction value over \$8000 the fee is based on multiplying the value of the work by .0125 <u>See item #10 for Subcontractor Agreement Fees.</u>
(3)	Demolitions:	Fee is based on multiplying the value of the work by .010. The minimum fee is: \$275.00 <u>300</u> : Single family or 1 & 2 family structures \$500.00: Commercial structures \$150.00: Miscellaneous residential structures including but not limited to: Interior demolition, fences, outbuildings, pools, other attached structures \$250.00: Miscellaneous commercial structures including but not limited to: Interior demolition, fences, outbuildings under 500 sq. ft., pools, signs, other attached structures
(4)	Special inspections after working hours:	Fee is \$100.00 per hour minimum two (2) hours. <u>Per Permit Per Trade</u>
	<u>Special inspection: Expired Permits – confirmation of no work</u>	<u>\$75</u>

(5)	Reinspections: First	Fee is: Residential \$50.00 Commercial \$100.00
	Reinspections: Second	Fee is: Residential \$75.00 Commercial \$150.00
	Reinspections: Third	Fee is: Residential \$100.00 Commercial \$200.00
	Reinspections: Forth and thereafter	\$25.00 <u>250.00</u> for each inspection
(6)	Manufactured mobile homes:	Fee: New buildings and additions
(7)	Certificate of occupancy or certificate of completion	\$50.00
(8)	Miscellaneous trade and construction permits including, but not limited to: **plumbing, **mechanical, **electrical, gas, remodeling, addition, fences, pools, sheds, signs, docks, site work, etc., shall be on a valuation basis according to the following schedule: **Also See item #9 for Flat Rated Permit Fees. See item #10 for Subcontractor Agreement Fees.	
	Fee is based on multiplying the value of the work by .010. The value is determined by the building official. The minimum fee is \$75.00. \$100.00 flat fee up to \$8000 in value. Any construction value over \$8000 the fee is based on multiplying the value of the work by .0125.	
(9)	Flat Rated Permit Fees	Moving of structure \$300.00
		Temporary permit without inspection \$20.00
		Temporary permit with an inspection \$75.00
		Electrical Residential \$100.00
		Mechanical Residential—Per unit \$150.00
		*Plumbing Residential \$75.00
		*water heater replacements and re-pipes only *does not include "Insta-Hots" "Tankless water heater"
(10)	Subcontractor Agreements	<u>\$25.00 Residential per agreement</u> <u>\$50.00 Commercial per agreement</u>
(10) (11)	Generator Installation	Fee is based on multiplying the value of the work by .010. The value is determined by the building official. The minimum fee is \$75.00. \$100.00 flat fee up to \$8000 in value. Any construction value over \$8000 the fee is based on multiplying the value of the work by .0125. A separate permit shall be required for LP/Gas connection.
(12)	Development Permit:	<u>\$100.00 for values under \$5,000.00</u> <u>\$200.00 for values \$5,000.00 or more</u>
(11) (13)	Building Code Surcharge Per F.S. §§ 468.631 & 553.721 FS	A total of 3% on all Plan Review and Permit Fees. Minimum fee of \$4.00
(12) (14)	Plan Review Fee: Separate from the building permit fee, to the building official at the time of submittal of the building permit application. Said plan review fee shall be figured as shown below. Fee based on total valuation. **See item # 17 <u>21</u> for revision fees **See item # 12 <u>15</u> for single opening replacements in multi-family dwelling units	
	a. Fee Minimum	\$75.00
	b. New Residential	Multiply the value of work by .003
	c. All Other permit types	Multiply the value of the work by .00 <u>5</u> 3

(13) (15)	Plan Review for single opening replacement in a multi-family dwelling	When only 1 opening (window or door) is being replaced in a multi-family building or development of 10 units or more, only 1 plan review fee will be charged for a Florida product approval or Miami Dade Notice of Acceptance. Each different PA/NOA will have a separate plan review fee.
(14) (16)	Work commencing prior to obtaining permit:	Double fee, figured by using twice the fee obtained by this article.
(15) (17)	Stop work order:	\$100.00 before any further work may commence.
(16) (18)	Stocking Permit	Fee is \$200.00
(17) (19)	Appeal or variance request fee: Construction Board of Adjustments and Appeals	Fee is \$200.00
(18) (20)	Emergency Plan Review	\$250.00 for the 1st hour \$150.00 for every hour after that
(19) (21)	Plan Review Fee (Revisions)	
	1st Re-Review	\$100.00 <u>25.00 per page</u>
	2nd & 3rd Re-Review	\$50.00 per page
	4th and additional thereafter	1/3 of the building permit fee
(20) (22)	Change of contractor	\$50.00
	Change of sSubcontractor	\$20.00
(21) (23)	Research—Fee Lien/Permit Search (computer search)	\$20.00 per request
	Research – Fee Roof/Shutter information (computer search)	<u>\$10.00 per request</u>
	Research—Fee Plan Search	Staff's time plus copies
(22) (24)	Research Copies	
	Permit Copy	\$20.00 per card
	Copy of C.O. or C.C.	\$20.00 per page
	Copy Fee Letter/Legal	\$0.15 per page
	Color Copies	\$0.50 per page
	Plan Size Copies	\$1.50 per page
	Copies on CD	\$5.00 per CD
	Re-Stamping of Plans	\$75.00 plus copies
(23)	Wind Mitigation	\$100.00 per inspection
(24) (25)	Permit Extension	\$100.00 per approved extension. Extension is valid for 30 days.
(25) (26)	Renewal Fees	\$50.00 plus current cost of permit
(26) (27)	Routing Fee	\$40.00 <u>15.00 per required department - excluding Building Department - Due at submittal of each permit. Fee will be due each time the permit is routed</u>

		to required department (initial review and subsequent revisions)
(28)	Flood Review	\$15 Routing fee for all applications within a Special Flood Hazard Area (SFHA) If over 50% substantial improvement or damage or if new construction within SFHA, multiply the value of the work by .0052 to determine the flood review fee.
(29)	Pre-Construction Meeting	\$200
(30)	Threshold Inspector/Private Provider	\$200
(27) (31)	Business Tax Inspection	\$75.00 per inspection
(32)	Abandoned Properties	
	Annual Registration Fee	Residential fee is \$100.00 Multi-Family/Commercial Structure fee is \$150.00
(33)	Flood Letters	\$25.00
<p>Note: Value of the work means the value of all labor, material, overhead, profit, etc. regardless of whether the labor or materials are donated or obtained at discounted rates. The building official shall make final determination. In the event the review fees do not reasonably and fairly reflect the actual value in specific instances, the Building Official shall possess discretion to impose a fee which more appropriately matches the workload imposed by the permit. If there is a dispute regarding the fees charged <u>construction value</u>, appeal may be made to the <u>C</u>onstruction <u>B</u>oard of <u>A</u>adjustments and <u>A</u>ppeals</p>		

SECTION 2. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further course or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective upon final passage hereof.

APPROVED AS TO FORM AND CORRECTNESS:

Robert V. Schwerer, Esq.
City Attorney

STATE OF FLORIDA
ST. LUCIE COUNTY

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 15-056 was duly advertised by title only in the St. Lucie News Tribune on November 6, 2015; 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 November 16, 2015; and was duly introduced, read by title only, and passed on second and final reading on January 4, 2016, 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 City Fort Pierce, Florida, this the 4th day of January, 2016.

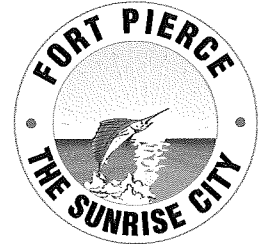
Linda Hudson, Mayor

Linda Cox, City Clerk

(CITY SEAL)

From the Desk of

Marc Meyers, CBO CFM
Building Official
City of Fort Pierce
100 North U.S. 1
Post Office Box 1480
Fort Pierce, Florida 34954
T: 772-467-3187
F: 772-467-3849
MMeyers@city-ftpierce.com



DATE: December 28, 2015
TO: Linda Cox, City Clerk
RE: Permit Fee Ordinance changes

As requested by City Commission, we compiled data to make a comparison with other jurisdictions and realized that we needed to make a distinction between Commercial and Residential and associated fees. Following are the changes made to the original document:

1. Page 1, Item (1) Commercial: The words "or addition" have been struck.
2. Page 1, Item (1) Residential: The Box "Residential and all wording has been added".
3. Page 2, Item (14) b. New Residential: The Box "b. New Residential and Multiply the value of work by .003" has been added.
4. Page 2, Item (14) c. All Other permit types: The wording "c. All Other Permit types" has been added.
5. Page 4, Item (28) Flood Review: The number ".005" has been reduced to ".002".

These changes were made to **reduce** the fee for New Single Family Homes.

Please let me know if additional information is required to be included for Agenda Quick.

cc: Nick Mimms, City Manager
Rob Schwerer, City Attorney
Paul Thomas, Building Department Coordinator
Kristie Kirstein, Senior Permit Specialist

City Commission Regular Meeting

Agenda Item # 12. a.

Meeting Date: 01/04/2016

Re: Application for FPAT Advisory Board Position

Submitted For: Libby Woodruff, Grant Writer, Urban Redevelopment

SUBJECT:

Consideration of Applications for Appointment to Fort Pierce Authentic Tours Advisory Board.

SUMMARY:

Application for Appointment was recently received from Mr. Andy Brady and Ms. Lisa Fasnaught to serve on the Fort Pierce Authentic Tours (FPAT) Advisory Board. Currently, there are two vacancies on this board.

RECOMMENDATION:

Approve appointments to the FPAT Advisory Board.

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

Libby Woodruff

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

There will be no fiscal impact from this agenda request.

Attachments

FPAT Board App - Andy Brady

FPAT Board App - Lisa Fasnacht

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 12/30/2015

Reviewed By

Nick Mimms

Date

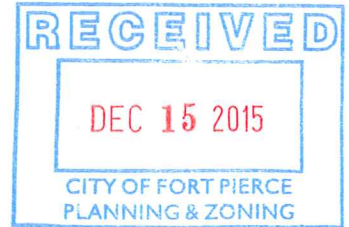
12/30/2015 03:26 PM

Started On: 12/15/2015 11:34 AM



CITY OF FORT PIERCE

100 NORTH US HWY 1
 FORT PIERCE, FLORIDA 34950
 (772) 467-3000 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: FPAT ADVISORY BOARD

Name: <u>ANDY BRADY</u>	Phone: <u>772 971 2225</u>
Home Address: <u>2703A NAVA FORT PIERCE FL 34949</u>	How long at this address? <u>19 YRS.</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>UDT NAVY SEAL MUSEUM EVENT, VOL. COORD. COMMUNITY</u>	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>OUTREACH</u> If yes, list the address and nature of said business: <u>?</u>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: <u>TOURISM</u> Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: <u>EBBY WOODRUFF</u>	Email Address: <u>ANDY@NAVYSEALMUSEUM.COM</u>
Date: <u>12/10/2015</u>	Applicant's Signature: <u>Andy Brady</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
 Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950
 fax (772) 468-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: FPAT

Name: <u>Lisa Fasnacht</u>	Phone: <u>772 216 2800</u>
Home Address: <u>1500 Marine Bty Blvd</u>	How long at this address? <u>5 yrs</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>self Lisa's KAYAKS</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Kayak on motorized water craft</u>	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>CAC ?</u>	
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by:	Email Address: <u>get outside and do something a</u>
Date: <u>12/8/15</u>	Applicant's Signature: <u>[Signature]</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 468-3841 or via email at lcoc@city-ftpierce.com

City Commission Regular Meeting

Agenda Item # 12. b.

Meeting Date: 01/04/2016

Re: Consideration of Application for Appointment for Communitywide Council

Submitted For: Libby Woodruff, Grant Writer, Urban Redevelopment

SUBJECT:

Resolution 16-R01 appointing Mr. John Kevin Griffin to the Communitywide Council.

SUMMARY:

Application for Appointment to serve on the Communitywide Council was recently received from Mr. John Kevin Griffin, residence 1913 York Court.

RECOMMENDATION:

Approve appointment of Mr. John Kevin Griffin to serve on the Communitywide Council.

ALTERNATIVES:

Do not approve Mr. Griffin's appointment to the Communitywide Council.

RESPONSIBLE STAFF:

Libby Woodruff, Interim Urban Redevelopment Manager

COORDINATED WITH:

Nicholas C. Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

Account: N/A

Amount: \$0

OTHER INFORMATION:

There is no fiscal impact with this Agenda Item.

Attachments

16-R01

Griffin - CWC Application

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 12/23/2015

Reviewed By

Nick Mimms

Date

12/16/2015 04:30 PM

Started On: 12/01/2015 12:03 PM

RESOLUTION NO. 16-R01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Communitywide Council in accordance with the Citizens Participation Plan adopted by Resolution No. 88-84; said terms to commence upon adoption of this resolution and to expire January 3, 2018, or when a successor has been duly appointed.

<u>Name</u>	<u>Represents</u>	<u>Term Expires</u>
John Kevin Griffin	Target/CDBG	January 3, 2018

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2016.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Communitywide Council

Name of Board or Boards for which you are applying: _____

Name: John Kevin Griffin	Phone: 772 489 7776
Home Address: 1913 York Ct	How long at this address? 2 yrs
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Ten years in city
Occupation: Lawyer	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: 1913 York Ct, civil law practice	
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity? commissioner	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: 1913 York Ct	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): civil litigation Memphis BA, DePaul University College of Law JD, Practice of law 25 years.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Chris Dzdovsky	Email Address: kevin@griffin123.com
Date: 11/30/2015	Applicant's Signature /s/JohnKevinGriffin electronic signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 468-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting

Agenda Item # 12. c.

Meeting Date: 01/04/2016

Re: Mayor Pro Tem

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Pursuant to Section 23 of the City Charter, the city commissioners shall select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

SUMMARY:

The individual elected shall act as mayor-commissioner and have all of the powers and duties of that office during the absence or disability of the said mayor-commissioner. The following have served as Mayor Pro Tem:

- 2015 - Commissioner Alexander
- 2014 - Commissioner Becht
- 2013 - Commissioner Sessions
- 2012 - Commissioner Perona
- 2011 - Commissioner Alexander
- 2010 - Commissioner Becht

RECOMMENDATION:

Using the traditional rotation, Commissioner Perona would be next in line to serve as Mayor Pro Tem.

ALTERNATIVES:

Elect another Commissioner..

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/30/2015

Reviewed By

Nick Mimms

Date

12/30/2015 03:26 PM

Started On: 12/02/2015 03:39 PM

City Commission Regular Meeting

Agenda Item # 12. d.

Meeting Date: 01/04/2016

Re: Board and Committee

SUBJECT:

Consideration of board and committee assignments for Mayor and Commissioners

Attachments

Board Appts 2015

Form Review

Form Started By: Linda Cox

Started On: 12/16/2015 10:50 AM

Final Approval Date: 12/16/2015

BOARD APPOINTMENTS FOR MEMBERS OF THE FORT PIERCE CITY COMMISSION

AS OF JANUARY 2015

Name of Board/Committee Appointment	MEETING DETAILS		
	Time	Days of Month Scheduled	Location
Mayor Hudson			
Roundtable of St. Lucie County	8:30 AM	First Friday each month	Children's Services - Port St. Lucie
Fort Pierce Harbor Advisory Committee	3:00 PM	Second Thursday each month	SLC BOCC - Fort Pierce
Fort Pierce Utilities Authority	4:00 PM	First and Third Tuesdays of each month	City Hall - Fort Pierce.
St. Lucie County Chamber of Commerce Board of Directors	8:00 AM	Fourth Thursday each month	SLC Chamber Office - White City
St. Lucie County Chamber of Commerce Fort Pierce Area Council	4:00 PM	Second Monday each month	City Hall - Fort Pierce.
St. Lucie County Land Acquisition & Selection Committee	5:30 PM	Fourth Thursday each month	County Admin, 3rd Floor
Transportation Planning Organization	2:00 PM	First Wednesday every even numbered month	Commission Chambers - Rotates between PSL, SLC BOCC, and CFP
Treasure Coast Council of Local Governments	10:00 AM	First Wednesday each month	SLC BOCC - Fort Pierce
Treasure Coast Regional League of Cities	10:00 AM	Third Wednesday every odd numbered month	Meeting location rotates between member cities
Commissioner Alexander			
Council on Aging of St. Lucie, Inc.	3:30 PM	Last Wednesday every other month	IRSC PSL Campus, Port St. Lucie
Florida League of Cities (Voting Delegates)			
St. Lucie County Fire District Board (term expires 12/31/2015)	3:00 PM	Third Wednesday each month	SLC Fire Station - Port St. Lucie
Treasure Coast Regional League of Cities (Alternate)			
St. Lucie County Tourist Development Council	12:30 PM	Second Wednesday each month	SLC BOCC - Fort Pierce
Transportation Planning Organization (Alternate)	2:00 PM	First Wednesday every even numbered month	Commission Chambers - Rotates between PSL, SLC BOCC, and CFP
Commissioner Becht			
Main Street Fort Pierce	5:30 PM	First Wednesday each month	Main Street FP Office - Fort Pierce
St. Lucie Co. Fire District Board (term expires 12/31/2015)	3:00 PM	Third Wednesday each month	SLC Fire Station -Port St. Lucie
St. Lucie County Land Acquisition & Selection Committee (Alternate)	5:30 PM	Fourth Thursday each month	County Admin, 3rd Floor
Sunrise Theatre Advisory Board (Alternate)	12:30 PM	Second Tuesday of even months	Sunrise Theatre - Fort Pierce
Transportation Planning Organization (Alternate)	2:00 PM	First Wednesday every even numbered month	Commission Chambers - Rotates between PSL, SLC BOCC, and CFP
Commissioner Perona			
City of Fort Pierce Retirement Board	2:00 PM	Third Thursday each month	City Hall - Fort Pierce
Roundtable of St. Lucie County (Alternate)	8:30 AM	First Friday each month	Children's Services - Port St. Lucie
FMEA-FMPA Liaison Committee	9:00 AM	Fourth Thursday each month	FMPA - Orlando, FL
Treasure Coast Education, Research, & Development Authority	2:00 PM	Second Thursday each month	TC Research Park - Fort Pierce
Treasure Coast Regional Planning Council (term expires 12/31/2015)	9:30 AM	Third Friday in January, March, May, July, & September / Second Friday in December	IRSC Wolf Center - Stuart
Commissioner Sessions			
City of Fort Pierce Retirement Board	2:00 PM	Third Thursday each month	City Hall - Fort Pierce
Lincoln Park Main Street	6:00 PM	Second Thursday each month	Lincoln Park Main Street - Fort Pierce
Sunrise Theatre Advisory Board	12:30 PM	Second Tuesday of even months	Sunrise Theatre - Fort Pierce
Transportation Planning Organization	2:00 PM	First Wednesday every even numbered month	Commission Chambers - Rotates between PSL, SLC BOCC, and CFP
Treasure Coast Regional Planning Council (Alternate) (term expires 12/31/2015)	9:30 AM	Third Friday in January, March, May, July, & September / Second Friday in December	IRSC Wolf Center - Stuart

City Commission Regular Meeting

Agenda Item # 14. a.

Meeting Date: 01/04/2016

Re: City Manager's Departmental Activity Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Departmental Activity Report

Attachments

City Manager Departmental Activity Report


Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	12/30/2015 03:26 PM
City Manager	Jennifer Robinson	12/30/2015 03:31 PM
Form Started By: Jennifer Robinson		Started On: 12/16/2015 05:05 PM
Final Approval Date: 12/30/2015		



INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE
CITY MANAGER

TO: The Honorable Mayor and Members of the City Commission
FROM: Nicholas C. Mimms, City Manager 
RE: Departmental Activity Report
DATE: December 29, 2015

The information that follows is intended to keep the Commission abreast of the on-going activities, issues, programs and services within the City.

City Manager's Office

- The City Manager and Code Compliance Manager met with a representative with the Humane Society of St. Lucie County for a review of the agreement.
- The City Manager met with each Department Head to discuss operations and to provide clear expectations.
- The City Manager and Finance Director met with Director of Utilities and FPUA Finance Director regarding the loan payment for 2017.
- The City Manager met with the Administrative Services Director and H.R. Manager regarding personnel policies.
- The City Manager met with the City Attorney and Administrative Services Director regarding a Civil Services Appeal Board matter.
- The City Manager met with the Building Official regarding a building issue.
- The City Manager met with Mayor Hudson regarding current City issues.

City Clerk's Office

- **Business Tax Receipts –**
New: 3 Renewals: 76 Transfers: 0
- **Vendor Permits Issued –**
New: 0 Renewals: 0
- **Contractor Licensing –**
New: 11 New (Board): 1 Renewals: 4
- **Public Records Requests (not including Building Department) –**
New Requests: 11
- **Animal Registrations –**
New/Renewals/Impound Fees: 7
- **Enterprise Zone Applications –**
Sales Tax Refund Applications: 6
- **Vehicle Tags/ Title Applications – 8**
- **Agenda Preparation and Meeting Minutes –**
 1. Conference Agenda – 12/14/2015
 2. Fort Pierce City Commission Meeting – 12/21/2015
- **Special Projects –**
 1. Coordinating with MIS to begin scanning for permanent retention and search-ability all BTR applications
 2. Deputy City Clerks calling all businesses with unrenewed BTRs to collect outstanding tax payments
 3. Working with Code Enforcement to verify closed businesses not renewing their BTRs
 4. Working with Destiny Software to utilize the Term Tracker system to integrate all Board and Committee members' names and terms on the City website.
- **Meetings/Special Events Attended**
 1. 12/14/2015 City Clerk attended a business climate visit with ED Team
 2. 12/15/2015 Deputy City Clerk attended Highwaymen Heritage Trail Project Meeting
 3. 12/15/2015 City Clerk attended Economic Development Team Meeting
 4. 12/15/2015 City Clerk attended Economic Development Manufacturer Network Holiday Event
 5. 12/16/2015 Deputy City Clerk attended Chamber Business After-Hours Event
 6. 12/17/2015 City Clerk attended EDC Board meeting
 7. 12/17/2015 City Clerk attend Roundtable Steering Committee Meeting
 8. 12/17 – 12/18/2015 Deputy City Clerks acted as Secret Santa
 9. 12/18/2015 City Clerk acted as Secret Santa
 10. 12/18/2015 Deputy City Clerk attended Department of Health Holiday Festival
 11. 12/19/2015 Deputy City Clerk attended Christmas on Avenue D Event
 12. 12/21/2015 Deputy City Clerks participated in Ugly Sweater Contest
 13. 12/22/2015 City Clerk's office attended Holiday Luncheon with City Manager's and City Attorney's office

Administrative Services Department

- **Procurement –**
 1. Processed RFP No: 2016-012 Real Estate Broker Services Advertisement dates 12/21/15 & 12/28/15 Opening date 01/12/16
 2. Processed RFP No: 2016-013 Sale or Lease Surplus Property 505 N. 7th Street. Advertisement dates 12/28/15 & 1/4/16 Opening date 01/19/16
 3. Purchase Orders and day to day operations of the Purchasing Division.
 4. Processing and / or completion of Awards to vendors contractors approved by Commission.
 5. Meetings:
 - a) Director of Administrative Services, Human Resources Manager & Staff attended Training on Applicant Tracking and Employee Self-Serve Software Programs.
 - b) Director of Administrative Service, Human Resource Manager & Staff attended International Police Union Association (IPUA) Meeting.
 - c) Purchasing Manager chaired Evaluation Committee Meeting for RFP No: 2015-050 Catering/Hospitality Services, Sunrise Theatre.
 - d) Purchasing Manager presented an overview of the RFP Process for the CRA Advisory Committee.

- **Human Resources –**
 1. New Hire P.A. Processing, and New Hire Orientation
 2. Distributed monthly Reports to each department such as Accrual Register, Time Sheets and payroll registers to all Departments.
 3. Verified car and clothing allowance along with payroll report.
 4. Processed employee evaluation forms.
 5. Complete Verification of Employment/Loss of Income forms.
 6. Create and process retirement package for employee.
 7. Complete Family Medical Leave package for employees.

- **Risk Management –**
 1. Processed day to day Risk Management Duties.
 2. Accident Investigation and Injury Reviews.
 3. Audited, Closed, and Processed WC Claims.
 4. Processed Insurance Subrogation.
 5. Consulted with the City Carrier Regarding Liability Claims.

Code Enforcement Division

- **Hearing – None**
- **Code Enforcement –**
 1. Issued 4 written warnings
 2. Issued 0 citations
 3. Initiated 28 new cases
 - 11 general violations
 - 15 lot clearing violations
 - 2 nuisance abatement violations
 4. Conducted 290 follow-up inspections
 5. Closed 101 cases
- **Animal Control –**
 1. Daily Animal Control activities.
- **Revenue –**
 1. Conducted 25 title / lien searches.
- **Miscellaneous –**
 1. Code Compliance Manager met with City Manager Mimms and David Robertson of the Humane Society to begin negotiations for FY2017.
 2. Code Enforcement Manager prepared responses for agenda items and attended the monthly Technical Review Committee Meeting.
 3. Daily code enforcement and animal control activities.

Finance Department

- Met with City Manager, FPUA Director & FPUA Finance Director on loan repayment
- Met with City Attorney, Assistant City Attorney, & Atty. Gonano on modifications
- Met with API on transparency portal launch
- Prepared Monthly Financial Report
- Preparing funds for year-end audit
- Oversee Day to Day Operations.

MIS Department

- Processing of SunGard – Public Sector Calendar End of Year Procedures.
- Working with Finance and Advanced Processing and Imaging on Fiscal Transparency.
- MIS senior staff is working with Swagit and Prosound to order and install equipment which is now progress to install tightrope hardware and software for 2nd floor conference room, audio/visual, and broadcasting equipment.
- Working with the City Manager, Chief of Police, & Public Works Manager regarding enhancements of City Hall Security.
- Working with Chief of Police on adding Police Department website services to the City's main website.
- Working with Marina on wireless meters and configuring the NuCore application which reads the water and electric usage.
- Working with SunGard – Public Sector to implement Click-2-Gov Employee Self Service Portal and Applicant Tracking. SunGard has provided training to Human Resources staff and we anticipate a "Go Live" date for both applications during the 1st Quarter of 2016.
- Working with Selectron Technologies, Inc. to migrate to the Interactive Voice Response (IVR) system to hosted cloud services for the Building Department.
- Working to continue to upgrade cell phones with Text Guard application. Working with Diebold and Chief of Police on upgrading hardware and software for Security System for City Hall.
- Working with Group Business Software on transitioning Sunrise Theatre emails to a cloud hosted solution. Assessment for transition completed. We are awaiting a quote from vendor to approve to transition email system
- Converting all sites to City Hall with a true WAN with River Walk, Marina,
- Indian Hills/Police Department and Public Works completed. Work has started on Sunrise Theatre. Sunrise Theatre has already been transitioned to the My Florida Network Voice over IP telephone service. Searching for options for Commissioners to be able to engage in audio or video conferencing when not physically able to attend meetings.
- Upgrading out of lease copiers for several departments.
- Working on new switches, servers, racks and Intune software citywide. Exploring cloud based options for different applications.
- Working on a WorkOptiFlow pilot program with Indian Hills Department. Servers and computer equipment for Sunrise Theatre are being processed for distribution.
- Software integrations citywide (on-going).
- Working with AT&T and State of Florida on the fiber optic installation preparation for Public Works/Solid Waste (ongoing).
- Working with City Manager and City Attorney on updating MIS policies and procedures (on-going).
- Received forty-one (41) new work orders and completed eighty-seven (87) work orders for the period ending December 23, 2015.

Planning Department

- **Administrative/Meetings –**
 1. All Staff members conducted ‘Planner of the Day’ duties on a rotating basis
 2. Walk-ins/Call-ins
 3. Planning Board Meeting
 4. Pre-application meeting – Cottages at Taylor Creek.

- **Development Review –**
 1. Site Plan & Conditional Use - Causeway Cove Marina - 601 Seaway Drive – Technical Review Committee Re-review
 2. Waiver of Distance - Fraternal Order of Eagles - 1717 S US Highway 1 – City Commission Approval
 3. Site Plan & Conditional Use - The Baker Residence -1709 Surfside Drive – City Commission Staff Report & Public Notification
 4. Lawnwood Regional Medical Center - Renovation Plan Review - Building Permit
 5. Conditional Use with New Construction - Indian River Villas - 401 S Indian River Drive
 6. Zoning Atlas Amendment / PD, Development Plan - Indian River Commerce - 401 S Indian River Drive
 7. Conditional Use - Harbor Community Bank - 600 Edwards Road
 8. ROW Abandonment - Indian River Villas/Commerce - 401 S Indian River Dr.
 9. Zoning Atlas Amendment / PD, Development Plan / Preliminary Plat - Village at Midway - 9850 Midway Road
 10. Conditional Use with New Construction - RG Towers 2551 Jenkins Road
 11. Site Plan & Design Review - Cumberland Farms - 2009 S 35th Street
 12. Conditional Use - The Haven Detox - 4707 Oleander Avenue
 13. Conditional Use - Water's Edge Detox - 912 Avenue I
 14. Conditional Use - Adult Day Care - 2400 Rhode Island Avenue

- **Comprehensive Planning, Long Range Planning –**
 1. Voluntary Annexation - Oleander Avenue

- **Historic Preservation –**
 1. 647 N 2nd Avenue – Siding Replacement – Administrative Certificate of Appropriateness issued
 2. 436 N 9th Street – Demolition - Historic Preservation Board Power Point Presentation
 3. 302 S 2nd Street - Sign - Historic Preservation Board Staff Report & Power Point Presentation
 4. Avenue D – Memorial Wall and Landscaping - Historic Preservation Board Power Point Presentation
 5. 521 N 4th Street – Demolition - Historic Preservation Board Staff Report
 6. 225 Orange Avenue – Outside Dog Area - Historic Preservation Board Staff Report
 7. Zoning Atlas Amendment/PD, Development Plan - Indian River Commerce - 401 S Indian River Dr.
 8. Conditional Use with New Construction - Indian River Villas - 401 S Indian River Drive

- **Economic Development –**
 1. Highwaymen Dedication Ceremony Preparation - Event Map Creation

- **GIS/Mapping –**
 1. Adjustments and development of new Land Use and Zoning Map

Engineering Department

- **Development Reviews** – Intake of five (5) Building Permit, Site Plan, or Certificate of Occupancy reviews.
- **Stormwater Division** – Inputting location and elevation information of existing drainage structures into GIS mapping system. Preparation of 2015 report to FDEP – the biennial requirement of the City’s NPDES Stormwater Permit.
- **Traffic Control** – City continues maintenance of all signals. Staff is continuing a refurbishment program on City maintained signals which include the rewiring of the existing mast arms. Staff is working with FDOT on the development of the new Phase 2 Signal Maintenance JPA requirements for FY 2015/16 which will look at increased performance requirements and adjusted reimbursement increases. FDOT has provided a copy of the proposed revisions for agency review.
- **City Marina Reconstruction – Phase II – Docks** – Bellingham has completed operational turn-over for the North docks (L, M and N docks). Bellingham has started the installation of the finger piers for A-dock and the south side of B-dock. We are working with marina staff and the electrical equipment manufacture on issues with nuisance tripping of the dock electrical sub panels. This tripping is caused by a new requirement in the 2011 electrical code for public safety which allows for only 100 ma of ground fault leakage. This leakage is coming from vessels parked on the dock. This is a new problem to Marina operators and will require education and repairs by boat owners to their own electrical systems.
- **S. 21st Street / Havana Ave. Sidewalk Project** – Project is currently being advertised for bids. Bid opening is scheduled for January 29, 2015.
- **Indian Hills Recreation Area - Stormwater Improvements** – Final certification from FDEP expected within two weeks. This will complete the necessary utility relocations to enable the final portion of the lake expansion to occur. Pedestrian bridges have been substantially completed. Work on Alum Treatment plant continues with the installation of the mixing pumps and three injection points. Overall project completion is at 85%.
- **Veterans Memorial Park** – Contractor is addressing Phase I punch list items. Final plans have been received and staff is currently reviewing the plans. FDEP notified staff that they received approval from EPA on 12-23-14 for the 319 grant funding. FDEP will be forwarding an agreement in the next month or two which will go before the commission for approval.
- **Melody Lane Fishing Pier** – Received the revised plans, less the piling plan which had to have a few revisions. Once we receive the structural plans we will request advertisement for bids.
- **H.D. King Power Plant Clean-up** – Remaining work being split between 2015 and 2016 to take full advantage of the Voluntary Cleanup Tax Credit (VCTC). The \$400k RFL loan was approved during the 11-21-14 Treasure Coast Regional Planning Council meeting. FPUA has issued a purchase order in the amount of \$617,437 for their portion of the 2015 clean-up. Notice to Proceed will be issued January 2015.
- **Lincoln Park Neighborhood Improvements** – Purchasing will be forwarding the contract to the low bidder, Timothy Rose Contracting, for execution. We expect to commence construction next month. The proposed work includes sidewalk and curbing construction, along with drainage installation, and milling and resurfacing of 8th Street (Avenue C to Moore’s Creek); 9th Street (Avenue C to Avenue D); 10th Street (Avenue D to Moore’s Creek); Avenue C (10th Street to 7th Street); and Dundas (Avenue C to Avenue D).

Police Department

- **Staffing** – The police department has nine (9) vacancies as of this report: five (5) sworn officer positions and four (4) civilian positions (Senior Accounting Clerks, Records Supervisor, System Administrator, and Crime Scene Investigator).
- **Front Porch Roll Call** – Shift Commanders and Supervisors continue to concentrate their Front Porch Roll Calls in recent crime areas and throughout Downtown, the City Marina, and River Walk Center. They are also conducting Roll Calls at our shopping centers for this holiday shopping season.
- **Homeless Initiative** – Nothing new to report: the Salvation Army has had a change in command this past month. However, the new commander officer is very passionate about the Jail Diversion Program. They will still be pursuing the building at 707 N. 7th Street, the old Head Start building as a shelter.
- **The First Step** – The attendance by the neighborhood children and community leaders has steadily grown since the first event. The Christmas First Step Event that was held on December 22nd at the park (N. 31st Street and Avenue G), was absolutely phenomenal; the largest turn out to date with numerous sponsors and donations from individuals and businesses. Representative Larry Lee, Jr. and Scot Van Duzer will be trying to replicate this event at another park in Fort Pierce and a park in Port St. Lucie.
- **Updates** –
 1. December 18th, Santa Cop. This year's event went exceptionally well. Explorers, Officers, Detectives, and Command Staff delivered toys and dinner to approximately 100 families in Fort Pierce. More importantly, we delivered the Christmas Spirit to those that were truly in need of a little joy and happiness.
 2. December 22nd, Shop with a Cop, Wal-Mart, 10:30 AM. Wal-Mart was packed with children of all ages and with Santa's special helpers: Explorers, Officers, Detectives, and Command Staff. We provided gifts to approximately 70 children, our largest turn out ever. This was due to our partnership with Wal-Mart, the Fort Pierce Police Athletic League, the Boys and Girls Club, and several private donations.

Building Division

- Single Family Home, New Construction - 2721 Oak Alley Drive: Building Permit Application Received
- Single Family Home, New Construction - 2726 Oak Alley Drive: Building Permit Application Received
- Single Family Home, New Construction - 4427 Belle Grove Drive: Building Permit Application Received
- Park Renovation, Veteran's Memorial Park - 600 North Indian River Drive: Building Permit Application Received
- New Construction, Mt. Bethel Baptist Church - 4150 South 25th Street: Building Permit Application Received

Urban Redevelopment Department

- **Interim Urban Redevelopment Manager –**
 1. Designed Cover and wrote articles to promote Highwaymen Event for January Lincoln Park Newsletter and Main Street FOCUS
 2. Completed and submitted report to Florida Division of Cultural Affairs for Sunrise Theatre grant award
 3. Wrote narratives for MIS to provide voice-overs for FPAT video
 4. Toured old Post Office site
 5. Set up HUD IDIS System for 2015-2016 program year
 6. Played "Secret Santa" at Intermodal Station
 7. Assisted Linda Fasano with educational component and coloring contest materials for Highwaymen Trail event
 8. Promoted upcoming Public Service grant opportunity through area organizations, churches, media, Main Streets, etc.
 9. Continued work on the Analysis of Impediments to Fair Housing Choice PowerPoint and Report
 10. Assisted Linda Whalen with edits to SHIP PowerPoint
 11. Prepared FPAT Meeting materials
 12. Prepared new and existing member meeting packets for Communitywide Council members
 13. Attended funeral of Highwaymen Carnell "Pete" Smith
 14. Meetings:
 - a) Commissioner Conference
 - b) City Commission Meeting
 - c) Roy Whitehead - FPAT "Snap Shot" booklet creation
 - d) Ironside Press, Vero Beach - Highwaymen Invitation
 - e) City Manager/Department Heads
 - f) 'Walk Thru' at Percy Peek Gym with Career Source Research Coast for January 14 Job Fair
 - g) Hal Roberts, Harbor Community Bank - Mortgage purchases

- **Program Analyst –**
 1. FEMA
 - a) Marina Project
 - Waiting on final site inspections for two project worksheets to close out Marina
 - Close out versions of PW 9399 & 438 have been written and approved by the State and forwarded to FEMA for their approval.
 - b) Windows Expansion Project
 - All close out information submitted and accepted by State.
 - Awaiting concurrence from FEMA for final close out letter
 - Preparing power point presentation of funds expended and window installations
 2. SHIP
 - a) Working on 2015-2016 applicants
 - b) Received second SHIP disbursement
 - c) Completed presentation for commission
 - d) Attended final walk thru of 2612 Delaware and submitted final payment request
 - e) Working with CRS Plumbing to resolve issue at 709 Easter Avenue
 - f) Working with Gentile LLC to complete rehabilitation of 709 Easter Avenue

Public Works Department

- **Energy Efficiency & Conservation** – This project is completed.
- **Dan McCarty Track Resurfacing** – Resurfacing of the walking track and LED light replacement is set to begin soon. The ILA has been approved and this project will begin shortly.
- **Old Fort Park** – The mounds stabilization project is completed. Members of the Lion’s Club, Planning and Public Works Department worked together to accomplish this tasks. Stability netting was placed on the mound and approximately 6 inches of soil was spread over the mound before 600 native dune daisies were planted.
- **Multi-Family Single Stream Recycling** –The PWD is excited to implement our Multi-family Single Stream Recycling Program. Our goal is to initiate a rollout of this service during the first quarter of 2016. Our order of Multi-family carts has been placed and we should see them by the end of the year.
- **River Walk Center** – Phase II of the storm water construction has begun at Veteran’s Park.

Marina

- Oversee daily operations for City Marina and Fisherman's Wharf Marina.

Golf Course

- Conducted interviews for the Greenskeeper position and selected a candidate.
- Continued painting and sprucing-up the area around the clubhouse.
- Had several of the palm trees trimmed.
- Met with the Assistant Golf Professionals to discuss rates for the upcoming season.
- Day-to-day operations.

River Walk Center

Park Permits	275.00
Programming	610.70
River Walk Center	604.93
Garden Center	0
Special Events	250.00
Maravilla Center	550.00
Historic City Hall	810.00
Youth Activity	0
Total	\$3,100.63

Sunrise Theatre

- Over the past weeks, the following performances and activities were presented in the Sunrise & Black Box Theatre: Fort Pierce Jazz and Blues Society and the Sunrise Theatre co-presented Tuesday Night Jazz Jam evenings on December 15 & 22; Comedy Corner Improv on Saturday, December 12; The Annual Volunteer Holiday Party was held on December 16 from 5:30-7:30pm. Over 175 volunteer ushers, bartenders, Advisory Board & Foundation Board members, and the Mayor were in attendance and served by the Sunrise Theatre staff; The Sunrise hosted a free showing of The Miracle on 34th St. at 11am & A Christmas Story at 2pm. Performances on the Sunrise Theatre main stage included: St. Andrew's Academy Christmas Program on December 17; The Children's Home Society of St. Lucie County and Sunrise Theatre partnered for the 5th Annual Free Sounds of the Season holiday show on December 18; State Ballet Theatre of Russia performed The Nutcracker on December 23.
- Assistance continues with future rental events and co-presentations with various community groups including, but not limited to: St. Lucie County Agape Center's "I've Lived", The Life of Zora Neale Hurston, January 2; ; Chris MacDonald's Memories of Elvis on January 15; St Anastasia's Passion Play on March 14; Family Meals, Inc. McCartney Mania on April 16; John Carroll High School Graduation on May 20 .
- The following added shows went on sale to the public on December 14: Gladys Knight, Graham Nash, Natural Wonder: Tribute to Stevie Wonder.
- Contracts for artists and attractions are being received and executed for the coming season.
- Research on artists, teleconferences with agents discussing artist fees, tour routing and availability for the 2015/16 season, along with offers, artist confirmations, and contract negotiations are ongoing on a daily basis.
- Information from all departments is collected on a daily basis for the monthly report on the activities of the Sunrise Theatre, which was requested by the City Manager's office, to be delivered on a monthly basis. This report includes the schedule of in-house shows, rentals, attendance, revenue, and expenditures (tech, marketing, etc.).
- Marketing and show sponsorship packages are being put together to solicit for next season. Foundation grant opportunities continue to be researched and grant applications continue to be written and submitted.
- Budget projections and adjustments for this and next year's fiscal year continue to be reviewed and implemented.