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

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 1, 2018 - 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 for the September 4, 2018 budget hearing and the September 10, 2018 special meeting for budget ordinances.

   b. Approval of the minutes from the September 17, 2018 Regular Meeting.

6. **PROCLAMATIONS**

   a. Proclamation recognizing Cheryl Gleen-Reed

7. **LETTERS TO COMMISSION**

   a. Letter from Charles C. Hayek personally acknowledging the great service he receives from Susan Keller, Permit Specialist, in the Building Department.

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval to submit and accept the OJJDP FY 2018 Gang Suppression Planning Grant Program and a corresponding letter of support.

b. Approval to submit and accept the VOCA 2018-2019 Victims Advocacy Grant in an amount not to exceed $75,000.00.

c. Approval to enter into a 3 year contract with International Golf Maintenance, Inc. (IGM) followed by two optional years consistent with the city of Lauderhill's contract for Golf Course Maintenance, RFP Number 2017-037 in an amount not to exceed $567,476.00 annually.

d. Request approval of a $1,265,000 construction contract award issued to Johnson-Davis, Inc. as required for emergency restoration and hardening of the Mayflower Canal between Gardenia Avenue and Virginia Avenue.

e. Request to reduce code enforcement lien in the amount of $44,040.00 against 619 S 17th Street, Ft. Pierce, FL 34950 - Parcel ID #2409-712-0120-000-4 - owned by Shawnawati Bisesar, 105 S. 21st Street, Ft. Pierce, FL 34950 to $500.00 payable in 30 days and to waive the $250.00 administration fee that may be imposed by the City Commission.

f. Approval to install an above-ground diesel storage tank at 510 Wisteria Avenue.

g. Approval of installation of above ground one (1) 120- gallon LP tank at 1606 Frances Avenue.

h. Approval of letter to oppose the Federal Communications Commissioner's (FCC) Declaratory Ruling regarding the siting of small cell wireless infrastructure.

12. **PUBLIC HEARINGS**

a. Application for Development Review of a Site Plan submitted by property owner, City of Fort Pierce and Applicant Greg Powers, CEO of Beachside Hospitality Group, to construct a new restaurant (Crabby’s Dockside) consisting of 7, 035 sq. ft. and 199 seats. The property is zoned Planned Unit Redevelopment Zone (PUR). Parcel ID: 2410-503-0041-030-7.

b. Application for a Conditional Use with No New Construction submitted by property owner and applicant, Larry Winter, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 1931 & 1933 Crestview Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-810-0010-000-7.

c. Quasi Judicial Hearing - Review and approval of a Conceptual Development Plan submitted by property owner, Oleander Oaks, LLC. and representative Green Mill Holdings, LLC, which conceptualizes establishment of an 80-100 unit affordable housing complex exclusively for seniors 55 and older, located at 4001 Oleander Avenue in Fort Pierce, Florida. The property is zoned R-4 Medium Density Residential (south 12.88 acres) and C-3, General Commercial (north 4.3 acres). The development of this project would commence on the south 12.88 acres zoned R-4. The parcel ID for the property is 2433-144-0001-000-6

d. Quasi Judicial Hearing - Review and approval of an application for Site Plan & Design Review, submitted by the property owner & Applicant, Real Sub, LLC, & representative CWH Real Estate Services. to demolish and reconstruct the Publix at Taylor Creek Plaza at 1889 N. US Highway 1, Fort Pierce, FL. The demolitions will take place on the existing Publix store and the back side of the former West Marine store. The rest of the plaza will remain. The new Publix will total 46,013 sq. ft. The property is zoned General Commercial Zone (C-3). Parcel ID: 1433-440-0005-000-0.

e. Quasi Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owner, The Love Center Regeneration Ministries and Applicant Natalee Edwards, to operate a private K-12 school with a proposed max enrollment of 120 students at 907 N. 13th Street, Fort Pierce, FL. The property is zoned Planned Unit Redevelopment Zone (PUR), Parcel ID(s): 2404-813-0031-000-8, 2404-813-0034-000-9, 2404-813-0033-000-2, & 2404-813-0032-000-5.

f. Quasi - Judicial Hearing - Reveiw and approval of an application for Subdivision (Minor Replat) submitted by the applicant Carriage Pointe Investors LLC & Representative Brian Nolan of Lucido & Associates to re-plat the Carriage Pointe Subdivision located at the intersection of Ralls Road and Selvitz Road. The Property is zoned PD, Planned Development, with a Future Land Use of RL, Low Density Residential. Parcel ID: 2430-503-0139-000-4, et al (Complete Carriage Pointe Subdivision).

g. Legislative Hearing - Ordinance 18-033 - Review and approval of an application for Major Amendment to a Planned Development along with an amended and restated Development Agreement by Applicant; Carriage Pointe Investors, LLC, to allow for eight (8) modifications for the subdividsion known as Carriage Point, located at the intersection of Ralls Road and Selvitz Road, Fort Pierce, FL. The property is currently zoned PD, Planned Development. SECOND READING

h. Legislative Hearing - Ordinance 18-034 - Review and approval of an application for Major Amendment to a Planned Development by Applicant; LGI Homes, to allow for eight (8) modifications in the subdividsion known as Celebration Point, located at approximately 5501 Peterson Road, Fort Pierce, FL. The property is currently zoned PD, Planned Development. SECOND READING

i. Legislative Hearing - Ordinance 18-035 - Amending Chapter 5, Article II of the Code of Ordinances Entitled "Contractors" - FIRST READING

13. **CITY COMMISSION**

a. Resolution 18-R45 appointing Mary Myers and Holly Theuns to the Arts and Culture Advisory Board.

b. Resolution 18-R46 concerning Amendment 1 and the impacts on the City of Fort Pierce.

c. Resolution 18-R47 establishing a Food for FInes Program for the City of Fort Pierce.

d. Resolution 18-R48 appointing Jovona Parker to the Planning Board as Commissioner Sessions' appointee.

e. Resolution 18-R49 appointing _____ to the Police Community Advisory Committee as Commissioner Sessions' representative.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

City Commission Regular Meeting **5.a.**

Meeting Date: 10/01/2018

Re:

SUBJECT:

Approval of the minutes for the September 4, 2018 budget hearing and the September 10, 2018 special meeting for budget ordinances.

Attachments

09.04.2018 Budget

09.10.2018 Budget

Form Review

Form Started By: Linda Cox Started On: 09/19/2018 04:08 PM

Final Approval Date: 09/19/2018

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:30 P.M. ON TUESDAY, **SEPTEMBER 4, 2018**.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona

Absent: Commissioner Reginald Sessions

Staff Present: Interim City Attorney Benjamin Bryan
City Clerk Linda Cox
City Manager Nicholas Mimms

4. PUBLIC HEARING

a. Proposed 2018-19 General Fund Budget and Millage Rate for the City of Fort Pierce.

Ms. Morris gave a brief overview of the proposed budget.
Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

b. Consider any proposed amendments to the 2018-19 General Fund Budget.

Mayor Hudson asked if there were any amendments to the proposed budget. There were no amendments.

c. Adoption of tentative 2018-19 General Fund Budget

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to adopt the tentative budget as proposed.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

Passed

d. Adopt the proposed Millage Rate and Recompute if necessary.
The proposed millage rate is 6.90

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to adopt the millage rate of 6.90

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

Passed

There is no need to recompute the proposed millage rate.

e. Announce the percentage by which the millage rate exceeds the roll-back rate.
The millage rate exceeds the roll-back rate (6.5472) by 5.39%.

Mayor Hudson announced that City of Fort Pierce is proposing a millage rate of 6.90 and the rate exceeds the roll-back rate of 6.5472 by 5.39%.

5. COMMENTS FROM THE PUBLIC

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

There were no comments from the public.

6. ANNOUNCEMENT

a. The second public hearing and first reading of the budget ordinances will be held at a special City Commission Meeting on Monday, September 10, 2018 at 5:05 p.m. in the City Commission Chambers, City Hall, 100 N US Highway 1, Fort Pierce, Florida.

7. ADJOURNMENT

Meeting adjourned at 5:42 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, **SEPTEMBER 10, 2018**.

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona

Absent: Commissioner Reginald Sessions

Staff Present: Interim City Attorney Benjamin Bryan
City Clerk Linda Cox
City Manager Nicholas Mimms

4. PUBLIC HEARINGS

a. Ordinance 18-030 - Levying and collecting taxes for Fiscal Year beginning October 1, 2018 and Ending September 30, 2019, adopting Final Millage Rate. FIRST READING

City Clerk Linda Cox read Ordinance 18-030, in its entirety, into the record.
Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson approve Ordinance 18-030.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

Passed

b. Ordinance 18-032 Adopting a Final Budget for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019. FIRST READING

City Clerk Linda Cox read Ordinance 18-032, in its entirety, into the record.
Mayor Hudson opened the Public Hearing.

Maddie Williams, Executive Director of the Treasure Coast Builders Association, inquired as to the reason for the increase in software maintenance for the building deparatment and whether other departments will be utilizing the ProjectDox software and paying their proportionate share as required under Florida Statutes.

Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

Passed

5. COMMENTS FROM THE PUBLIC

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

There were no comments from the public.

6. ADJOURNMENT

The meeting adjourned at 5:18 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **5.b.**

Meeting Date: 10/01/2018

Re: Meeting Minutes for 09.17.2018 Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes from the September 17, 2018 Regular Meeting.

Attachments

Mtg Mins_09.17.2018

Form Review

Form Started By: Noemi Rios Started On: 09/19/2018 02:07 PM

Final Approval Date: 09/19/2018

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, **SEPTEMBER 17, 2018.**

1. CALL TO ORDER

2. OPENING PRAYER - Rev. George Welch, White City United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: Interim City Attorney Benjamin Bryan
City Clerk Linda Cox
City Manager Nicholas Mimms

5. APPROVAL OF MINUTES

a. Approval of the meeting minutes for the September 4, 2018 Regular Meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 5 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

6. **PROCLAMATIONS -** Mayor Hudson issued the Proclamation.

a. Proclamation recognizing the 231st anniversary of the signing of the Declaration of Independence presented to the Cora Stickney Harper Chapter of National Society Daughters of the American Resolution .

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

a. Email from June Raymond thanking the Public Works Department for the expeditious repair of the sidewalk at 29th Street and Avenue F.

b. Letter fom Hugh Powell in appreciation of the Golf Course Manager, Danny Visconti instilling a professional, welcoming attitude into every aspect of the facility and personnel.

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

Susan Parry spoke on item 11 b.
Kathy Norton spoke on item 11 b.
Terry Walden spoke on item 11 b.
John Parry spoke on item 11 b.
Janice Douglas spoke on item 11 b.
Lori Brettger spoke on item 11 b.

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

City Clerk, Linda Cox, indicated Commissioner Alexander would like item 13 b removed.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve the Agenda as amended.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

10. MISCELLANEOUS REPORTS

a. Update on St. Lucie County Public Schools Grades and Scores - Superintendent Wayne Gent

Deputy Superintendent, Jon Price, indicated our St. Lucie Public Schools (SLPS) has increased 38 points over the 2017 year to 664 total points in 2018. These scores which include classes in math, science, and social studies have steadily been increasing and within the last two years they've leaped 91 points total. St. Lucie Public Schools have never been an A-rated school district and now they are only 1 point away from gaining the coveted A-rating status. The District Ranking Points is also headed in the right direction. In the past, our district has never exceeded 42 out of 67 counties and within the last three years the district is ranked at 22 and their goal is to be in the teens by the time they achieve the A-rating. SLPS has also outperformed the State in several subjects, including English Language Arts (ELA), mathematics, and science. Graduation rates have increased to 90.1% making SLPS 5th in the entire State and on the Treasure Coast, including Martin County (83.9%) and Indian River County (87.1%). Inclusively, 83.11% of high school students are enrolled in a form of continuing education. Additional staff have been hired for social and emotional support for students; a curriculum has been created for social and emotional learning as well.

b. Florida Municipal Power Association (FMPA) Update - Jacob Williams

Jacob Williams with the Florida Municipal Power Agency (FMPA) indicated they understood the price of electricity is important to the consumers throughout the state of Florida because a third pay 10% of their income for power, this being because many residents are on a fixed income and/or retired. Additionally, in the state of Florida, we use twice the power than other sunshine states, like California, because the humidity is much higher. In turn, FMPA continuously strives to add value to the residents of Fort Pierce providing revenue and boosting the economy with an annual revenue transfer of $4 million, employing 105 people and a better outage restoration response time through FPUA, usually one-day. FMPA's Treasure Coast plant is the lowest emitting plant in the fleet making it very cost effective. Mr. Williams indicated he was glad the City of Fort Pierce has a solar plan in place to take effect in 2020 because the cost will be one-third of the cost for rooftop solar and it's the most competitive plan relative with other generations. FMPA is focusing on low-cost, clean and reliable power and they expect fixed costs to be flat or declining which in turn should allow rates to remain low.

11. CONSENT AGENDA

a. Approval of an Interlocal Agreement between the City of Fort Pierce and St. Lucie County beginning October 1, 2018 for cooperation on state lobbying in an amount not to exceed $25,000.

b. Approval of the annual Humane Society contract for FY 2019 in an amount not to exceed $133,000.00.

c. Approval of Blanket Purchase Orders for the Public Works Department for Fiscal Year 2018-2019 to ensure efficient maintenance, service and repair of all City owned facilities, amenities and equipment, in the total budgeted amount of $1,054,000.

d. Approval of the technical specifications in preparation of the issuance of an RFP for the utilization of the City Hall Annex.

e. Approval of the Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the improvements and kiosks for the Zora Neale Hurston Dust Tracks Trail Restoration Project in the amount of $20,000.00 funded via a grant from the Tourist Development Council.

f. Approval of a Site Plan Extension (with Conditional Use and Design Review) for the Treasure Coast Recovery Center - 604 Midway Road. The new expiration date would be August 7, 2019.

Commissioner Alexander pulled item 11 b for discussion.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve items 11 a, 11 c, 11 d, 11 e and 11 f.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

As to item 11 b, Peggy Arraiz, Code Enforcement Manager, indicated there have been some concerns with the Humane Society's new change in management who is trying to convert the facility into a no-kill shelter. While this is admirable, Ms. Arraiz believes the process they're using to get there is incorrect. Her Animal Control officers are there every day and report back that the facility is filled to capacity and they do not have enough staff to oversee the care of the animals housed there. While the Humane Society has a contract with a local vet, one of Ms. Arraiz's concerns was that they didn't have one on staff. They have since hired one, though they are not there on a daily basis it is an improvement worth noting. Ms. Arraiz stated the increase is moderate as it is only an increase of $3,000 versus the $50,000 increase requested. Being aware of how everything has increased, including animal care and, something as necessary as animal food is to a shelter, staff saw it fit to approve a $3,000 increase. She further noted this has been the first increase in a two-year period.

After much discussion, Nicholas Mimms, City Manager, indicated thorough data collection regarding inspections, finances, etc. should be collected and presented at the next Conference Agenda on October 8, 2018 and have Humane Society staff present to answer questions from the City Commission. Mayor Hudson also mentioned she'd like to be able to speak and ask questions to the board members. All City Commission members were in agreement that this was an issue that needed to be reviewed.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to postpone this item to October 15, 2018 after the discussion at the October 8, 2018 Conference Agenda.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

a. Ordinance 18-030 - Levying and collecting taxes for Fiscal Year beginning October 1, 2018 and Ending September 30, 2019, adopting Final Millage Rate. SECOND READING

City Clerk Linda Cox read the ordinance, into the record in its entirety.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2018-19 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year 2018-19 is hereby levied at the rate of 6.9000 per thousand dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 5.39%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2018, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the 2018-19 fiscal year in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2018.

Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item 12 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

b. Ordinance 18-032 Adopting a Final Budget for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019. SECOND READING

City Clerk Linda Cox read the ordinance, into the record in its entirety.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2018 and ending September 30, 2019, the estimates made by the City Manager of said City presented to the City Commission on September 04, 2018, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2018.

Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item 12 b.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

c. Legislative Hearing - Ordinance 18-023 - Affirming the Prior Approval for the Planned Development Mayfair at Lawnwood - Parcel IDs 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3 - SECOND READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AFFIRMING THE PRIOR APPROVAL OF A PLANNED DEVELOPMENT (PD) PLAN MODIFICATION FOR MAYFAIR AT LAWNWOOD PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item 12 c.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

d. Quasi-Judicial Hearing - Ordinance 18-033 - Review and approval of an application for Major Amendment to a Planned Development along with an amended and restated Development Agreement by Applicant; Carriage Pointe Investors, LLC, to allow for eight (8) modifications for the subdividsion known as Carriage Point, located at the intersection of Ralls Road and Selvitz Road, Fort Pierce, FL. The property is currently zoned PD, Planned Development. FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF RALLS ROAD AND SEVITZ ROAD AND KNOWN AS CARRIAGE POINTE; AMENDING AND RESTATING THE DEVELOPMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, Ben Bryan, Jr., Interim City Attorney, reminded the Commission when acting as a Quasi-Judicial Body they apply the laws and policies established and are held to stricter procedural requirements, following basic standards established and are held to stricter procedural requirements, following basic standards of notice and due process based on substantial evidence. As such, they conduct these proceedings as judges instead of legislators.

That means that the only other individuals that may be heard are people who might have relevant information and their comments are limited to three (3) minutes each. Members of the public may be permitted to present their non-expert opinions, but the Commission must know that public sentiment is not relevant to the decision which must be based on competent, substantial evidence.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications but no one recalled having communication with them with the exception of Commissioner Perona who indicated they'd spoken last year.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Brandon Creagan, Planning Analyst, indicated this was an application for major amendment to Planned Development along with a development agreement for the Carriage Pointe subdivision located at the intersection of Ralls Drive and Selvitz Road. In accordance with Section, 22-40 of the City Code, the applicant is requesting the review and approval of a Development Review (Major Modification) to the PD as follows:

1. Revise the proposed amenity center to remove the pool/cabana and to add a dog park, active play area, and a covered seating area.
2. Revise the side setback from zero (0) feet to five (5) feet.
3. Identify model home lots (Lots 1-11).
4. Permit semi-improved (unpaved) walking trails within upland preserve
5. Add covered mail kiosk in the recreation area
6. Adjust lot lines and drainage easements within lots to be consistent with the Minor Replat
7. Adjust landscaping in the right-of-way and common areas to account for the Minor Replat. As well as provide a buffer along the south and west property lines.
8. Provide project phasing

The Planning Board voted unanimously to recommend approval of the request as presented. The requested Application for Development Review (Major Amendment) meets the requirements of the aforementioned City Code, therefore, staff recommends that the City Commission approve the request as presented along with Ordinance 18-033.

Mayor Hudson opened the Public Hearing.
Lee Dobbins with Dean Mead Attorneys at Law confirmed being sworn in and indicated these were just minor improvements being done and he thanked staff for their patience and help through this process.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item 12 d.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

e. Quasi-Judicial Hearing - Ordinance 18-034 - Review and approval of an application for Major Amendment to a Planned Development by Applicant; LGI Homes, to allow for eight (8) modifications in the subdividsion known as Celebration Point, located at approximately 5501 Peterson Road, Fort Pierce, FL. The property is currently zoned PD, Planned Development. FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR LOTS 319 THROUGH 610 FOR THE SUBDIVISION KNOWN AS CELEBRATION POINTE GENERALLY LOCATED AT 5501 PETERSON ROAD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, Ben Bryan, Jr., Interim City Attorney, asked if anyone wanted him to re-read the verbiage of what a Quasi-Judicial Hearing entails and implies. It was not requested by anyone.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the city complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and all indicated they did not recall.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Brandon Creagan, Planning Analyst, indicated this was an application for major amendment to Plan Development is for the subdivision known as Celebration Point located at 5501 Peterson Road.

The applicant is requesting the review and approval of a development review or major modification in planned development as follows:

1. Replace previously approved pool/clubhouse with clubhouse that comports with Applicant's desired architectural style and use-specific needs. The proposed clubhouse will serve as a sales office during the period of active real estate sales and at the conclusion of such sales, or at some point as deemed appropriate by the Applicant, the sales office shall be converted to a clubhouse for use by the residents.
2. Add mail kiosk at sales/amenity site.
3. Revise previously approved villa footprint with a "buildable area" to be contained within the current platted lots; no platting is proposed with this modification.
4. Revise previously approved setbacks for all 292 platted villa lots as follows: 20' front setback for garages, 10' front setback for façade protrusions; 0' side setback; 0' side @ corner setback; 5' rear setback. It should be noted that the 20' front setback for garages is intended to provide 20' of vehicle stacking in all driveways so as to prevent vehicles encroaching into roadside sidewalks.
5. Provide for project construction Phasing.

The Planning Board voted 4-1 to recommend approval of the request as presented. The requested application for development review (Major Amendment) meets the requirements of the City Code specifically section 22-40, Planned Development; therefore, staff recommends that the City Commission approve the request as presented along with Ordinance 18-034.

Mayor Hudson opened the Public Hearing.
Brian Nolan, the applicant's representative, confirmed he was sworn in. Mr. Nolan presented himself to answer any questions and indicated the applicant was present.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item 12 e.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

13. CITY COMMISSION

a. Discussion regarding Jaycee Park policies at the request of Commissioner Sessions

Commissioner Sessions indicated it was brought to his attention by means of a video that members of the Fort Pierce Police Department were exercising intimidation tactics to extract certain individuals out of Jaycee Park while they were there united in a peaceful manner. He asked that City Commission allow these individuals to speak and tell their side of the story.

Ray Williams presented himself before the City Commission and expressed he and a few others were all together at Jaycee Park as a result of the loss of two dear friends who'd recently been shot and succumbed to their injuries on April 27, 2018. Mr. Williams indicated this was their way of bringing a little solace and peace among themselves, but also to raise awareness for the younger generation. He said they brought jet skis and offered free rides, and gave away food and what started as a small affair grew in size. When some within their guests started playing music loudly, they'd ask them to turn it down and were overall peaceful and talking amongst themselves. He said it was very overwhelming to have so many officers there just for them. Mr. Williams said the officers were able to show them things they were doing that, according to the rules, were not allowed, like bringing your own grill and tents and riding jet skis outside of the boundary lines. Commissioner Sessions felt this was selective enforcement because he said there were other times where the same things were going on in other parks, like bringing your own grill, and the rules were not being enforced. Commissioner Johnson agreed. He said he wanted to be fair to all individuals that were at any park and extend the same courtesy to all.

b. Discussion about the SELF and PACE Programs in Saint Lucie County at the request of Commissioner Rufus Alexander.

Commissioner Alexander withdrew this item.

14. COMMENTS FROM THE PUBLIC

Rick Ross
Roger Burgess
Dottie Stonestreet

15. COMMENTS FROM THE CITY MANAGER

Nicholas Mimms, City Manager, asked Deputy Chief Kenny Norris, to elaborate on the activity that occurred in Jaycee Park. Deputy Chief Norris, indicated they'd gotten word that they were going to have an influx of people in our beaches because of the red and green tide effect and they received calls from neighbors in the area calling about alcohol consumption in the park. As a result, they responded accordingly and thus had many officers in the area. Deputy Chief Norris indicated they believed all parks are inclusive and because of this, they have even had calls from citizens thanking them for their constant visits to all over the city. Regarding the Half-Cent Sales Tax, Mr. Mimms indicated he had routed to the Commission informational packets, as well as a guides with information about our eleven projects. Additionally, city staff will be sending citizens some mailers to alert them of different board opportunities. The third Sunrise Theatre Workshop will be held on September 25, 2018 and a representative from the Sunrise Threatre Foundation and the Advisory Board will be present. In this meeting, a Theatre Director job description will be provided to the City Commission for them to weigh in and this description will be posted during the first week of October 2018. Mr. Mimms and Sunrise Theatre staff met with the Tourism Development Council (TDC) in order to identify grants for capital improvement funding in the theatre and they will be applying for these soon.

Interim City Attorney, Ben Bryan, Jr. had nothing to add.

16. COMMENTS FROM THE COMMISSION

Commissioner Perona expressed his excitement for the Fire Fighters Competition held locally on September 15, 2018. The participants indicated this was one of the largest events they had in a long time and they discussed possibly converting this into a National event, especially with a hotel across the street. Commissioner Perona said Commissioner Dzadovsky worked so hard and he deserved many congratulations.

Commissioner Sessions said he also enjoyed the Fire Fighters Competition. The Cee Cee Lyles Ross event was successful and he believes in New York they not only have symbols of the ones there but also audio recording of calls that came through to 911 on September 11, 2001. He indicated it would be great to have her call from that day along with her statue.

Commissioner Johnson indicated the Fire Fighter Competition's Opening Ceremony was amazing. Recently, he attended the Customs and Boarder Protection / Global Entry ribbon cutting at our local Treasure Coast International Airport. Global Entry is TSA's Pre-check and for $100 you can go to the aforementioned airport to apply for the Global Entry program which allows an individual to go through TSA without a hassle and it's good with any airport. On September 18, 2018 the groundbreaking celebration for the airport's new entrance and parking lot will occur. Regarding Amendment 14, the Half Cent Sales Tax, he will be meeting with several Home Owners Association to discuss this and inform residents what this entails. There will be a resident education open house for this purpose on Wednesday, September 26, 2018 at the Fenn Center in Fort Pierce, as well as on Thursday, September 27, 2018 in the Port St. Lucie Community Center on Airoso Blvd. in Port St. Lucie.

Commissioner Alexander requested a status update on Avenue D repairs. City Engineer, Jack Andrews, indicated the potholes in the cross walks and the concrete bands were repaired up to elevation. He expects in the next Fiscal Year they'll go in and resurface Avenue D to bring the road up to the elevation of the cross walks. Furthermore, Mr. Andrews believes Amendment 14 will help with these repairs.

Mayor Hudson closed the meeting speaking about Amendment 1. She indicated while attending the Florida League of Cities Policy Committee meeting the week prior they were educated on this amendment and after giving a few details of what she learned she urged all to seriously consider voting against this amendment and instead voting for Amendment 14.

17. ADJOURNMENT

The meeting adjourned at 9:53 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 10/01/2018

Re: Cheryl Glenn-Reed

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing Cheryl Gleen-Reed

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Cheryl Glenn-Reed

Form Review

Form Started By: Miriam Garcia Started On: 09/26/2018 04:23 PM

Final Approval Date: 09/26/2018

WHEREAS, Officer Cheryl Glenn-Reed began her career on August 29, 1988, as a Police Officer with the Fort Pierce Police Department; and

WHEREAS, Officer Glenn-Reed was deeply devoted and committed to her responsibilities as a member of the Fort Pierce Police Department; and

WHEREAS, During her term of service, Officer Glenn-Reed received several prestigious awards, including:

- Exceptional Unit Award in 2013
- Community Service Award in 2013
- Certificate of Merit in 2005
- Exceptional Police Services in 2012
- Community Service Award in 2001
- Exception Police Services in 2001
- Certificate of Merit in 2000
- Exceptional Duty in 2000

WHEREAS, Officer Glenn-Reed provided outstanding contributions to the department as a Road Patrol Officer, Criminal Investigations Division Detective, Crime Prevention Officer and School Resource Officer at Indian River State College; and

WHEREAS, Officer Glenn-Reed, throughout her career, received numerous awards and commendation letters for the professional manner in which she has handled her assignments; and

WHEREAS, Officer Glenn-Reed elected to retire on August 29, 2018.

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

OFFICER CHERYL GLENN-REED

on retirement from the Fort Pierce Police Department for her outstanding 30 years of dedicated service to the City of Fort Pierce.

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

_____

MAYOR COMMISSIONER

City Commission Regular Meeting **7.a.**

Meeting Date: 10/01/2018

Re: Letter from Charles C. Hayek

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Charles C. Hayek personally acknowledging the great service he receives from Susan Keller, Permit Specialist, in the Building Department.

Attachments

Letter from Charles C. Hayek

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/24/2018 08:39 AM
City Manager	Nick Mimms	09/24/2018 08:39 AM

Form Started By: Jennifer Robinson Started On: 09/19/2018 02:33 PM

Final Approval Date: 09/24/2018

Hayek Construction

"Quality Above All Else"

License #CGC 007292
1111 Fernandina Street
Fort Pierce, FL 34949
Phone (772) 828-1080
Fax (772) 461-1788

September 6, 2018

Ms. Linda Cox
City Clerk
PO Box 1480
Fort Pierce, FL 34954

Dear Linda;

This letter is to personally acknowledge the great service of Susan Keller who works in the building department.

Soo always goes out of her way to help with any problems that folks may have with permits and inspections. She is always pleasant and is a great asset to the city.

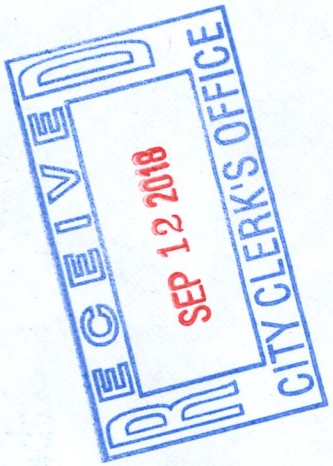
Sincerely,

Charlie

Charles C. Hayek
President, Hayek Construction

HAYEK
1111 FERNANDINA ST.
FORT PIERCE, FL 34949

WEST PALM BCH FL 334
05 SEP 2018 PM 4 L



MS. LINDA COX
CITY CLERK
P.O. BOX 1480
FORT PIERCE, FL 34954

34954-148080

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

Meeting Date: 10/01/2018

Re: OJJDP Gang Suppression Planning Grant

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

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SUBJECT:

Approval to submit and accept the OJJDP FY 2018 Gang Suppression Planning Grant Program and a corresponding letter of support.

SUMMARY:

OJJDP FY 2018 Gang Suppression Planning Grants Program CFDA #16.544 and #16.123

The OJJDP FY 2018 Gang Suppression Planning Grants Program is part of the Project Safe Neighborhoods (PSN) suite of programs, which is focused on reducing violent crime. The PSN suite includes PSN, Strategies for Policing Innovation, Innovative Prosecution Solutions, Crime Gun Intelligence Centers, the National Public Safety Partnership, Technology Innovation for Public Safety, Encouraging Innovation: Field Initiated Programs, Innovations in Community-Based Crime Reduction, and Community-Based Violence Prevention Demonstration. These initiatives will coordinate proactively with the PSN team in the district of the respective U.S. Attorney's Office (USAO) to enhance collaboration and strengthen commitment to reducing violent crime.

The FPPD requests approval to apply for this grant opportunity in collaboration with the Roundtable of St. Lucie County to further fund and develop the Restoring the Village Youth Initiative anti-gang programming established in 2014.

RECOMMENDATION:

The recommendation is that this request be approved to allow for the continuity of the currently established programming.

ALTERNATIVES:

The alternative is to decline this request and provide other directives to assist the Roundtable and RTVYI in securing future funds for its anti-gang efforts.

RESPONSIBLE STAFF:

Grant Coordinator, Anthony Maynard

COORDINATED WITH:

Acting Deputy Chief Robert Ridle

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2019
Account:	10130055210000
Amount:	300000
FISCAL IMPACT:	

This RFP budget will have no fiscal impact, as it will be an entirely federally funded project and does not require a match.

Attachments

Grant RFP

Letter of Support

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/20/2018 03:43 PM
City Manager	Nick Mimms	09/25/2018 05:12 PM
Form Started By: Anthony Maynard		Started On: 09/07/2018 11:40 AM
Final Approval Date: 09/25/2018		

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP) is seeking applications for funding under the fiscal year (FY) 2018 Gang Suppression Planning Grants Program. This program furthers the Department's mission by strengthening community capacity to stem violence and reduce youth offending and victimization, improving the response to children's exposure to violence, and enhancing public safety.

OJJDP FY 2018 Gang Suppression Planning Grants Program

Applications Due: October 04, 2018

Eligibility

Eligible applicants are limited to states (including territories), units of local government,[1] and federally recognized tribal governments as determined by the Secretary of the Interior. Units of local government include law enforcement agencies. All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

OJJDP welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients (subgrantees).[2] The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire project. Under this solicitation, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient (subgrantee) in more than one application.

[1] A "unit of local government" means—
(a) Any city, county, township, town, borough, parish, village, or other general purpose political subdivision of a state.
(b) Any law enforcement district or judicial enforcement district that—
(i) Is established under applicable state law, and
(ii) Has the authority to, in a manner independent of other state entities, establish a budget and impose taxes.
(c) For the purposes of assistance eligibility, any agency of the government of the District of Columbia or the federal government that performs law enforcement functions in and for—
(i) The District of Columbia, or
(ii) Any Trust Territory of the United States.

[2] For additional information on subawards, see "Budget and Associated Documentation" under Section D. Application and Submission Information.

OJJDP may elect to fund applications submitted under this FY 2018 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

In addition, as discussed further below, to the extent the applicant is a state or local government entity, in order validly to accept an FY 2018 award under this solicitation, the chief legal officer of that entity must properly execute, and the applicant must submit, the specific certifications regarding compliance with certain federal laws, attached to this solicitation as Appendices D and E. The text of these statutory provisions appear in Appendix B. (Note: This requirement does not apply to Indian tribal governments.)

Deadline

Applicants must register with Grants.gov at https://www.grants.gov/web/grants/register.html prior to submitting an application. All applications are due by 11:59 p.m. eastern time (ET) on October 04, 2018.

To be considered timely, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

This deadline does **not** apply to the receipt of certifications regarding compliance with certain federal laws. (See Appendices D and E) As explained below, an applicant that is either a state or local government entity may not validly accept an award, however, unless those certifications are submitted to OJP on or before the day the applicant submits the signed award acceptance documents.

For additional information, see How to Apply in Section.

Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800–518–4726 or 606–545–5035, at https://www.grants.gov/web/grants/support.html, or at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen Grants.gov Technical Issues” in the How To Apply section.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at

grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. ET, Monday through Friday, and 10 a.m. to 8 p.m. ET on the solicitation close date. General information on applying for OJJDP awards can be found at https://www.ojjdp.gov/funding/funding.html. Answers to frequently asked questions that may assist applicants are posted at https://www.ojjdp.gov/grants/solicitations/FY2018/FAQ/GangPlan.pdf.

Grants.gov number assigned to this solicitation: OJJDP-2018-14582

Release date: June 28, 2018

Update date: August 14, 2018

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OJJDP FY 2018 Gang Suppression Planning Grants Program CFDA #16.544 and #16.123

A. Program Description

Overview

Law enforcement agencies and researchers have yet to establish a universal definition for gang or gang member(s). To date, all states (including the District of Columbia) have some form of legislation that defines "gang" and a "gang member" or specifies "gang-related activity."[3] While gangs continue to present unique challenges to individuals, the community, law enforcement, and service providers, youth in general are too often involved in community violence as perpetrators, victims, or witnesses/bystanders.[4] From the last National Youth Gang Survey conducted in 2012, there were an estimated 30,700 gangs and 850,000 gang members identified in 3,100 self-reported jurisdictions. The number of reported gang-related homicides in 2012 increased 20 percent from 2011.[5] Youth gangs have a significant adverse impact on youth, families, and communities across America and threaten public safety across urban, suburban, and rural areas and across gender, ethnicity, and income levels.[6]

There are many ways to categorize the type of gangs in a community and the activity level of its membership (gang typologies and structures). Gang experts generally agree that gangs can display some common criminal behaviors or patterns and have loose or limited command structures.[7] At the individual gang member level, there are some universal rankings that helps us understand the overall structure of such groups. For example, the most active persons in the group tend to be the "core" members that will stay in the gang longer and commit the most criminal acts compared to others that slightly associate (fringe members) or those at high risk of joining (wannabe members) the gang.[8] [9] Understanding the gang's pattern of criminal behaviors and the individual characteristics of its members can provide a jurisdiction with valuable intelligence to help create effective gang control strategies.[10]

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[3] National Gang Center. 2016. Highlights of gang-related legislation. Tallahassee, FL: Institution for Intergovernmental Research, National Gang Center, https://www.nationalgangcenter.gov/Legislation/Highlights.
[4] Finkelhor, D., Turner, H., Shattuck, A., Hamby, S., and Kracke, K. 2015. *Children's Exposure to Violence, Crime, and Abuse: An Update.* Washington, DC: Office of Juvenile Justice and Delinquency Prevention, https://www.ojjdp.gov/pubs/248547.pdf.
[5] Egley Jr., A., Howell, J., and Harris, M. 2014. *Highlights of the 2012 National Youth Gang Survey*. Washington, DC: Office of Juvenile Justice and Delinquency Prevention, https://www.ojjdp.gov/pubs/248025.pdf.
[6] Watkins, A.M., and Taylor, T.J. 2016. The prevalence, predictors, and criminogenic effect of joining a gang among urban, suburban, and rural youth. *Journal of Criminal Justice* 47:133–142.
[7] Spinder, A., and Bouchard, M. 2011. Structure or behavior? Revisiting gang typologies. *International Criminal Justice Review* 21(3):262–282. DOI: 10.1177/1057567711419046.
[8] Vigil, J.D. 1988. *Barrio Gangs: Street Life and Identity in Southern California*. Austin, TX: University of Texas.
[9] Taylor, C.S. 1990. *Dangerous Society*. East Lansing, MI: Michigan State University Press.
[10] Bolden, C. 2018. Gang Organization and Gang Types. Criminal Behavior, Criminological Theory, Juvenile Justice. Online publication. DOI: 10.1093/acrefore/9780190264079.013.430.

There are various risk factors and protective factors related to youth delinquency, violence, and gang involvement. Risk factors for gang membership include having unhealthy relationships with family, peer groups, schools, and the community.[11] The more risk factors these youth are exposed to (including individual characteristics) increases the likelihood of them joining a gang.[12] Protective factors such as parental involvement and monitoring, family and peer support, additional resources and coping skills help combat the influences of gangs and decreases the impact of those risk factors of joining gangs.[13]

Even though youth account for a small percentage of all arrests and most youth are not arrested for a violent offense,[14] youth-perpetrated gun and gang violence remains a problem in the United States. In 2015, there were about 3,633 homicides with a firearm involving known offenders ages 12 to 24.[15] Relatedly, adolescence is the most common period for gang entry, and gang involvement has been associated with increased levels of delinquency as well as violence.[16]

Focused deterrence and suppression strategies can dissuade individuals and gangs from committing crimes. Such approaches highlight the punishments or legal recourse that will ensue in the commission of a crime and discourage the person or group from committing crimes in the future.[17] [18] While it is ideal to adopt models that use various gang control strategies (e.g., OJJDP's Comprehensive Gang Model) such as prevention, intervention, and other holistic approaches, a variety of successful and promising programs in the field that focus more on suppression have demonstrated a reduction in gang crime. Research has increased our understanding of what works to prevent and reduce gang violence.

The OJJDP FY 2018 Gang Suppression Planning Grants Program is part of the Project Safe Neighborhoods (PSN) suite of programs, which is focused on reducing violent crime. The PSN suite includes PSN, Strategies for Policing Innovation, Innovative Prosecution Solutions, Crime Gun Intelligence Centers, the National Public Safety Partnership, Technology Innovation for Public Safety, Encouraging Innovation: Field Initiated Programs, Innovations in Community-Based Crime Reduction, and Community-Based Violence Prevention Demonstration. These initiatives will coordinate proactively with the PSN team in the district of the respective U.S. Attorney's Office (USAO) to enhance collaboration and strengthen commitment to reducing violent crime. Applicants must demonstrate this coordination with their USAO district PSN team in their submission.

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[11] Howell, J. 2005. Moving risk factors into developmental theories of gang membership. *Youth Violence and Juvenile Justice* 3(4):334–354.
[12] Howell, J.C., and Griffiths, E. 2018. *Gangs in America's Communities*. Sage Publications.
[13] Stouthamer-Loeber, M., Loeber, R., Stallings, R., and Lacourse, E. (2008). Desistance from and persistence in offending. Violence and serious theft: Development and prediction from childhood to adulthood, pp. 269–306.
[14] OJJDP Statistical Briefing Book, Juvenile Proportion of Arrests, https://www.ojjdp.gov/ojstatbb/crime/qa05102.asp?qaDate=2015; and OJJDP Statistical Briefing Book, Juvenile Arrests by Most Serious Offense, https://www.ojjdp.gov/ojstatbb/crime/qa05101.asp?qaDate=2015.
[15] Puzzanchera, C., Chamberlin, G., and Kang, W. 2017. Easy Access to the FBI's Supplementary Homicide Reports: 1980-2015, http://www.ojjdp.gov/ojstatbb/ezashr/.
[16] Development Services Group, Inc. 2014. Gang Prevention. Literature Review. Washington, DC: Office of Juvenile Justice and Delinquency Prevention, https://www.ojjdp.gov/mpg/litreviews/Gang_Prevention.pdf.
[17] Braga and Weisburd. 2012. The effects of focused deterrence strategies on crime: A systematic review and meta-analysis of the empirical evidence. *Journal of Research in Crime and Delinquency* 49(3):323–358.
[18] Gravel, J., Bouchard, M., Descormiers, K., Wong, J.S., and Morselli, C. 2013. Keeping promises: A systematic review and a new classification of gang control strategies. *Journal of Criminal Justice* 41:228–242. DOI:10.1016/j.jcrimjus.2013.05.005.

Statutory Authority: This program is authorized pursuant to 34 U.S.C. 11171-11172 and the Department of Justice Appropriations Act, 2018, Pub. L. No. 115–141, 132 Stat.348, 423.

Project-Specific Information

OJJDP's gang and youth violence prevention strategy is founded on the recognition that preventing and reducing gang crime and violence require a shared framework of strategic and coordinated delivery of programs, services, and practices across multiple sectors that balance community development, prevention, intervention, and targeted suppression and enforcement.

The Gang Suppression Planning Grants Program is designed to reduce violent crime, gangs, and victimization and promote public safety in communities through planning support to eligible localities to build capacity for a multilateral data-driven strategy.

Goals, Objectives, and Deliverables

The overall, long-term goals of the Gang Suppression Planning Grants Program are to:

- Understand the jurisdiction's gang landscape and be able to use data (gang intelligence) to develop effective gang control strategies;
- Reduce and sustain reductions in community youth violence, particularly gun and gang violence, and victimization;
- Prevent violence and promote healing from victimization and exposure to violence in the home, school, and community; and
- Increase the safety, well-being, and healthy development of children, youth, and families.

OJJDP is seeking proposals from applicant jurisdictions that have high levels of youth-perpetrated gun crime and gang violence and that can demonstrate a willingness and readiness to develop fully comprehensive, community- and data-driven responses. Funding will support selected jurisdictions to undertake strategic planning and capacity-building work through multidisciplinary and community partnerships.

Because no one policy or program can completely or effectively respond to youth violence and victimization, OJJDP encourages communities to view the research-based principles set forth in the Shared Framework for Reducing Youth Violence and Promoting Well Being[19] as a guide to stop violence and victimization. By addressing the individual, peer, family, community, and societal level factors; adopting trauma-informed and healing-based strategies; and building social capital and community efficacy in affected neighborhoods, localities can transform areas beset by violence into safe and thriving communities. OJJDP also continues to develop and enhance guidance around these types of strategies specifically, for example, through its prospective FY 2018 Initiative To Develop a Research-Based Youth Violence Prevention Practice Strategy. OJJDP expects to work with successful applicants across these related initiatives.

[19] If you are unable to view the Shared Framework in Prezi, download this PDF document in narrative format for the content: www.ojjdp.gov/funding/Shared-Framework-for-Youth-Violence-Prevention.pdf.

Applicants must propose and undertake their work through a collaboration of key stakeholders. In addition to affected youth and families, the collaborative group must include representation from the USAO and its PSN team; city, county, and/or tribal leadership; and local law enforcement, prosecutors, public health, education, courts, job and workforce development, housing, and community development agencies. It may include other key partners such as colleges, career and technical education institutions, the business community, the media, faith institutions, domestic violence programs, and rape crisis centers. Governance of the collaborative group is to be shared between the public and private sectors. Youth, families, community members, and nonpublic entities representing or directly serving youth and families must compose a significant proportion of the collaborative body. This is a mechanism to ensure that youth and families, who are the intended recipients of prevention, intervention, and treatment services and are immediate beneficiaries, have a substantial role in developing and implementing proposed activities. These two factors—active representation of the required stakeholders and the described shared governance mechanism—are critical selection criteria.

NOTE: Applicants are to document the history and impact of relevant past collaborations, as described in Application and Submission Information, page 16, as evidence of their readiness to engage in collaborative work and collective action.

Applicants must be able to demonstrate their knowledge of the jurisdiction-specific local gang problem. Such analysis would include, at a minimum, the ability to identify the number of gangs within the jurisdiction; the names and boundaries (if applicable) of the gangs within the jurisdiction; observed gang types and structures (if applicable); known history of the gang (such as the longevity of the gang in the jurisdiction, mergers, and rivals); type of crimes the gang typically commits (if applicable); the jurisdiction's process for defining, identifying, and/or classifying the gang or its individual members (reference to the city code or state statute); and identifying all government entities that focus solely on gangs in the jurisdiction (i.e., gang task force, gang unit, etc.).

Applicants may consider using a gang or validated risk assessment tool, instrument, or questionnaire designed to aid in the identification of youth who are in a gang or at risk of joining a gang.

OJJDP encourages applicants to be both strategic and realistic in their proposals, recognizing that a thoughtful planning process involving all key stakeholders is fundamental to ensuring lasting support for and sustaining the work to reduce violence; transform community norms, culture, and behaviors; and achieve well-being in children, youth, and families.

Specific objectives and associated activities are:

1. **Develop a customized gang suppression strategy** equipped to address the unique challenges presented to local law enforcement and prosecutors.

2. **Address how to reduce youth gun and gang violence and increase public safety** in the final strategic plan**.** Prevent and intervene to deter youth ages 12 to 24 from gun and gang violence using evidence- and practice-based approaches, notably the OJJDP Comprehensive Gang Model; Group Violence Intervention, formerly known as the Boston Ceasefire model; and Cure Violence. (For more information on these approaches, refer to CrimeSolutions.gov and Gang Prevention: An Overview of Research and Programs.)

3. **Increase the scope and effectiveness of community-based youth violence and gang control strategies** to address the ever-changing nature of gangs, gang structure, and behaviors.

4. **Address how to reduce the impact of violence on youth by improving identification, screening, access, delivery, and quality of services available to youth exposed to gang-related violence,** ensuring that these services address the trauma and development needs of the youth and the community in the final strategic plan.

5. **Plan to elevate suppression and interruption of/exposure to youth gang violence** as a priority issue within the applicant jurisdiction and work collaboratively with public and private entities to align this work with other national and local youth violence (including gang intelligence data sharing) and community-building initiatives as part of a national network, including OJJDP gang and youth violence grantees, national technical assistance providers, researchers, and policy leaders working collaboratively on these issues.

6. **Provide training to increase the understanding o**f the jurisdiction's gang landscape. All government and non-governmental agencies that will be enlistied as partners on this inititaves should have an universal understanding of their jurisdiction's gang landscape and best practices to accomplish the goal of suppressing gang activity.

Deliverables

Planning sites must provide a detailed and comprehensive long-term strategic plan as a final deliverable for the 18-month project period. Implementation funding is not provided under this solicitation. More detailed guidance and technical support will be provided to successful applicants in month 1 of the award.

Deliverables required for submission, feedback, and approvals from OJJDP are:

1. A data-driven community analysis, including a gang problem assessment to be delivered in month 12.

2. A plan for initial strategy development, including strategies for leadership and governance and data collection (gang intelligence), sharing, and use, due by month 15.

3. The final strategic plan, due to OJJDP for review by month 18, that includes a blueprint for action outlining the jurisdiction's approach for achieving the goals and objectives identified above.

The final strategic plan also must outline specific measurable goals and objectives identified through a comprehensive assessment and analysis of local data, local conditions and

resources,[20] and determinants of the violence problem. It must provide a 5-year blueprint for action with specific activities, an annual budget with identified funding streams and agency responsibilities, a plan to track progress and inform needed changes, and a plan to sustain[21] the work to include new funding commitments and sources of program and services support.

All awardees will be required to submit semi-annual progress reports and performance measures data.

Note that this funding is to provide direct resources to and in support of youth and communities in the targeted area and for supporting the ongoing collaborative governance and engagement. While these funds are not intended for evaluation activities, OJJDP recommends that applicants use a research and data partner to assist with the data tracking, assessment, and measurement of progress throughout the project period to build data capacity and implement a data-driven coordinated approach.

Priority Considerations

OJJDP will give priority consideration to applicants that demonstrate and articulate their knowledge of its local gang issues, particularly those that are impacted by transnational gangs such as MS-13 or M-18. Additionally, the applicant must submit with the application letters of support or memorandum of understanding of all agencies, specifically local law enforcement agencies, prosecutors' office, and specialized gang units, which will be instrumental in the planning process to develop the suppression plan for the jurisdiction.

An applicant may receive priority consideration by explaining how it would address the problem area identified in its application through cooperation with immigration authorities, including compliance with 8 U.S.C. §§ 1373, 1644, 1226; 1324, and 1357, participation in a 287(g) or other cooperation program, honoring requests for notice of release, transfers of custody, and/or short term extensions of custody, and providing access to detention centers so federal immigration authorities may conduct interviews.[22]

If you choose to seek this priority consideration, please explain specifically how you believe these forms of cooperation will address the problem area you have identified, and how you will use these grants funds to achieve this end.

The Goals, Objectives, and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed in Section D. Application and Submission Information, under Program Narrative.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

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[20] Applicants can expect to coordinate data-readiness efforts with OJJDP and the national technical assistance providers, identify local and common cross-site measures, and consider how to adapt existing data collections as needed to inform the work at the local and cross-site levels.

[21] Refer to the sustainability plan example for a draft framework, which can serve as a reference tool for consideration in the development of sustainability plans.

[22] To be clear, responses should focus on how cooperation with federal immigration authorities in their enforcement against *adults* will address gang recruitment of UACs.

- Improving the quantity and quality of evidence OJP generates.
- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

The OJP CrimeSolutions.gov website at https://www.crimesolutions.gov and the OJJDP Model Programs Guide website are two resources that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

OJJDP training and technical assistance awardee standards. OJJDP has developed the Core Performance Standards for Training, Technical Assistance, and Evaluation to promote among providers the consistency and quality of OJJDP-sponsored training and technical assistance and to advance common expectations of performance excellence. The standards present minimum expectations that providers must meet for effective practice in the planning, coordination, delivery, and evaluation of training. Award recipients must coordinate with OJJDP's National Training and Technical Assistance Center (NTTAC) in the assessment and delivery of services to ensure the effective use of OJJDP grant funding.

Requirements related to coordination of activities will include, but are not limited to:

- **Coordination with OJJDP NTTAC.** OJJDP requires all training and technical assistance projects to coordinate their activities with OJJDP NTTAC by complying with all OJJDP/NTTAC protocols to ensure coordinated delivery of services among providers and the effective use of OJJDP grant funding. OJJDP reserves the right to modify these protocols at any time with reasonable notice to the grantee prior to project completion.

- **OJJDP-funded webinars.** The award recipient must comply with OJJDP's Webinar Guidelines, as described in the core performance standards. Minimally, OJJDP training and technical assistance providers will submit information to OJJDP NTTAC in advance of all events for the online calendar, use the approved OJJDP presentation template, and record events and provide the final files which are compliant with Section 508 of the Workforce Rehabilitation Act to OJJDP or OJJDP's representative. For more information on Section 508 of the Workforce Rehabilitation Act, visit www.section508.gov.

- **Training information sharing.** OJP will collect information from its program offices on OJP-funded training and technical assistance events. Award recipients must use OJJDP's standard electronic training request form, submit information to NTTAC on all training events (e.g., name of requestor, description of request, and dates of event) via the online TTA360

system 30 days in advance of the event date, and report additional data, as OJJDP requires.

Information Regarding Potential Evaluation of Programs and Activities

The Department of Justice has prioritized the use of evidence-based programming and deems it critical to continue to build and expand the evidence informing criminal and juvenile justice programs to reach the highest level of rigor possible. Therefore, applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. Recipients and subrecipients will be expected to cooperate with program-related assessments or evaluation efforts, including through the collection and provision of information or data requested by OJP (or its designee) for the assessment or evaluation of any activities and/or outcomes of those activities funded under this solicitation. The information or data requested may be in addition to any other financial or performance data already required under this program.

B. Federal Award Information

OJJDP expects to make up to five awards of up to $200,000 each, with an estimated total amount awarded of $1 million. OJJDP expects to make awards for an 18-month period of performance, estimated to begin on April 1, 2019.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award

OJJDP expects to make any award under this solicitation in the form of a cooperative agreement, which is a type of award that provides for OJP to have substantial involvement in carrying out award activities. See Administrative, National Policy, and Other Legal Requirements, under Section F. Federal Award Administration Information, for a brief discussion of what may constitute substantial federal involvement.

All awardees under this solicitation are required to work collaboratively with OJJDP and the network of national technical assistance providers, research partners, and peer jurisdictions as well as federal partners, as directed by OJJDP. Additionally, all awardees will be required to collaborate to the maximum extent with relevant OJP initiatives funded in their jurisdictions, including but not limited to the prior OJJDP antigang strategy and youth violence projects noted above as well as the Bureau of Justice Assistance (BJA) Public Safety Partnerships (PSP) and PSN initiatives to ensure there is no overlap of resources. OJJDP will consult with BJA in developing site selection recommendations.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities[23]) must, as described in the Part 200 Uniform Requirements[24] as set out at 2 C.F.R. 200.303:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

(c) Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand the applicable administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available at https://ojpfgm.webfirst.com/. (This training is required for all OJP award recipients.)

Also, applicants should be aware that OJP collects information from applicants on their financial management and systems of internal controls (among other information), which is used to make award decisions. Under Section D. Application and Submission Information, applicants may access and review a questionnaire – the OJP Financial Management and System of Internal Controls Questionnaire – that OJP requires **all** applicants (other than an individual applying in his/her personal capacity) to download, complete, and submit as part of the application.

[23] For purposes of this solicitation, the phrase "pass-through entity" includes any recipient or subrecipient that provides a subaward ("subgrant") to a subrecipient (subgrantee) to carry out part of the funded award or program. Additional information on proposed subawards is listed under What an Application Should Include, Section D of this solicitation.

[24] The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Budget Information

Cost Sharing or Match Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional information on cost sharing and match, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.3b.htm.

Preagreement Costs (also known as Preaward Costs)
Preagreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award.

OJP does **not** typically approve preagreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving preagreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for preagreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on Costs Requiring Prior Approval in the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm for more information.

Limitation on Use of Award Funds for Employee Compensation; Waiver
With respect to any award of more than $250,000 made under this solicitation, a recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.[25] The 2018 salary table for SES employees is available on the Office of Personnel Management website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/18Tables/exec/html/ES.aspx. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with nonfederal funds. (Nonfederal funds used for any such additional compensation will not be considered matching funds, where match requirements apply.) If only a portion of an employee's time is charged to an OJP award, the maximum allowable compensation is equal to the percentage of time worked times the maximum salary limitation.

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, this limitation on compensation rates allowable under an award. An applicant that requests a waiver should include a detailed justification in the budget narrative of its application. An applicant that does not submit a waiver request and justification with its application should anticipate that OJP will require the applicant to adjust and resubmit the budget.

[25] OJP does not apply this limitation on the use of award funds to the nonprofit organizations listed in Appendix VIII to 2 C.F.R. Part 200.

The justification should address—in the context of the work the individual would do under the award—the particular qualifications and expertise of the individual, the uniqueness of a service the individual will provide, the individual's specific knowledge of the proposed program or project, and a statement that explains whether and how the individual's salary under the award would be commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work he/she would do under the award.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events, available at https://www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

Costs Associated With Language Assistance (if applicable)
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

C. Eligibility Information

For eligibility information, see the title page.

In addition, as discussed in more detail below, to the extent the applicant is a state or local government entity, in order for the applicant to validly accept this award, the chief legal officer of that entity must properly execute, and the applicant must submit, the specific certifications regarding compliance with certain federal laws. (Note: this requirement does not apply to Indian tribal governments.) (See Appendices D and E.)

For information on cost sharing or match requirements, see Section B. Federal Award Information.

D. Application and Submission Information

What an Application Should Include

This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

Moreover, an applicant should anticipate that an application that OJP determines is nonresponsive to the scope of the solicitation, including the funding limit, or that OJP determines does not include the application elements that OJJDP has designated to be critical, will neither proceed to peer review nor receive further consideration. For this solicitation, OJJDP has designated the following application elements as critical: Program Narrative, Budget Detail Worksheet, and Budget Narrative.

NOTE: OJP has combined the Budget Detail Worksheet and Budget Narrative in a single document collectively referred to as the Budget Detail Worksheet. See "Budget Information and Associated Documentation" below for more information about the Budget Detail Worksheet and where it can be accessed.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet," "Timelines," "Memoranda of Understanding," "Résumés") for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Please review the "Note on File Names and File Types" under How To Apply to be sure applications are submitted in permitted formats.

1. Information To Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of preapplications, applications, and related information. Grants.gov and the OJP Grants Management System (GMS) take information from the applicant's profile to populate the fields on this form. When selecting "type of applicant," if the applicant is a for-profit entity, select "For-Profit Organization" or "Small Business" (as applicable).

To avoid processing delays, an applicant must include an accurate legal name on its SF-424. On the SF-424, current OJP award recipients, when completing the field for "Legal Name" (box 8a), should use the same legal name that appears on the prior year award document (which is also the legal name stored in OJP's financial system). Also, current recipients should enter the Employer Identification Number (EIN) in box 8b exactly as it appears on the prior year award document. An applicant with a current, active award(s) must ensure that its GMS profile is current. If the profile is not current, the applicant should submit a Grant Adjustment Notice (GAN) updating the information on its GMS profile prior to applying under this solicitation.

A new applicant entity should enter its official legal name in box 8a, its address in box 8d, its EIN in box 8b, and its Data Universal Numbering System (DUNS) number in box 8c of the SF-424. A new applicant entity should attach official legal documents to its application (e.g., articles of incorporation, 501(c)(3) status documentation, organizational letterhead) to confirm the legal name, address, and EIN entered into the SF-424. OJP will use the System for Award Management (SAM) to confirm the legal name and DUNS number entered in the SF-424; therefore, an applicant should ensure that the information entered in the SF-424 matches its current registration in SAM. See the How to Apply section for more information on SAM and DUNS numbers.

Intergovernmental Review: This solicitation ("funding opportunity") **is** subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372 but has not been selected by the state for review.")

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be—

- Written for a general public audience.
- Submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point font (such as Times New Roman) with 1-inch margins.

The abstract should briefly describe the project's purpose, the population to be served, and the activities that the applicant will implement to achieve the project's goals and objectives. The abstract should describe how the applicant will measure progress toward these goals. The abstract should indicate whether the applicant will use any portion of the project budget to conduct research, as described in Note on Project Evaluations on page 20.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants must submit a program narrative that presents a detailed description of the purpose, goals, objectives, strategies, design, and management of the proposed program. The program narrative should be double-spaced with 1-inch margins, not exceeding 30 pages of 8½ by 11 inches, and use a standard 12-point font, preferably Times New Roman. Pages should be numbered "1 of 30," etc. The tables, charts, pictures, etc., including all captions, legends, keys, subtext, etc., may be single-spaced and will count in the 30-page

limit. Material required under the Budget and Budget Narrative and Additional Attachments sections will not count toward the program narrative page count. Applicants may provide bibliographical references as a separate attachment that will not count toward the 30-page program narrative limit. If the program narrative fails to comply with these length-related restrictions, OJJDP may consider such noncompliance in peer review and in final award decisions.

The program narrative should address the following selection criteria: (1) description of the issue; (2) goals, objectives, and performance measures; (3) program design and implementation; and (4) capabilities/competencies. The applicant should clearly delineate the connections between and among each of these sections. For example, the applicant should derive the goals and objectives directly from the problems to be addressed. Similarly, the project design section should clearly explain how the program's structure and activities will accomplish the goals and objectives identified in the previous section.

The following sections should be included as part of the program narrative:[26]

a. Description of the Issue. Applicants should briefly describe the nature and scope of the problem that the program will address (i.e, gang activity). The applicant should use data to provide evidence that the problem exists, demonstrate the size and scope of the problem, and document the effects of the problem on the targeted population and the larger community. Any data or research referenced in the narrative should include information about the source of the data and/or a citation. Applicants should describe the targeted population and any previous or current attempts to address the problem.

Note: Applicants ***must*** document and describe *a demonstrated need as measured by high levels of community violence, particularly youth-related gun crime and gang violence,* relative to national indices. The level of violence demonstrated is a factor in selection; therefore, applicants are to provide indicators or measures of the extent of the problem based on current local data derived from crime, justice, health, social service, education, and economic statistics and the comparison to national data. Applicants are specifically encouraged to provide a 5-year average violent crime rate for 2012 to 2016 and the percentage that the applicant jurisdiction's crime rate is over or under the national violent crime rate of 372.6 for 2016 (as released in the FBI's Uniform Crime Report in September 2017) and the jurisdiction's 5-year average homicide rate per 100,000 inhabitants for 2012 to 2016, as well as any firearms crime data and/or quantifiable evidence of gang-related violent crime. Applicants should also identify current community efforts and resources in place to address the problem as well as gaps and needs in the community.

Current research shows that population shifts are impacting rural and suburban communities as well, and understanding and accurately documenting the community problem is critical to addressing it. OJJDP is committed to supporting rural and suburban areas in this process and will give consideration of funding with appropriate documentation of crime and gang or group-related violent crime and clear analysis of the local community problem to describe the current need through the review criteria outlined on page 35 that are used in the peer review process. Applicants in rural and

[26] For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under Section D. Application and Submission Information.

suburban areas are encouraged to reference the OJJDP Bulletin titled *Gangs in Small Towns and Rural Counties*.

Applicants should organize the information in this section as follows:

Section One: 5-Year Average Violent Crime Rate Data and Geographical Map With ZIP Codes as noted above. The geographic map should be included as a separate attachment.

Section Two: Description of the Community and Targeted Area(s)

1. Describe the geographic area, size, and nature of the population and explain how and why the targeted community(ies) was identified and defined.
2. Describe the community context, including the governmental structure and major agencies and community partners that currently exist.
3. Provide a geographical map with ZIP Codes of targeted area(s).

Section Three: Description of the Community Strengths, Gaps, and Needs

1. Describe the crime and violence rates and other local data identified above related to the health, social service, education, justice, and economic statistics and the comparison to national data.
2. Provide local data on gang activity and gang crime patterns and describe the specific gang problem in the targeted areas(s).
3. Describe the community strengths and resources, including current community leadership efforts as well as public resources and agency efforts.
4. Describe identified gaps and needs as defined by the community and the collaborative body overseeing the proposed strategic planning process.

b. Goals, Objectives, and Performance Measures. Applicants should describe the goals of the proposed program and identify its objectives. When formulating the program's goals and objectives, applicants should be cognizant of the performance measures that OJJDP will require successful applicants to provide.

Goals. Applicants should describe the program's intent to change, reduce, or eliminate the problem noted in the previous section and outline the project's goals.

Program Objectives. Applicants should explain how the program will accomplish its goals. Objectives are specific, quantifiable statements of the project's desired results. They should be clearly linked to the problem identified in the preceding section and measurable. (Examples of measurable objectives include the following: to reform and improve as many as five critical policies, to develop a data platform with indicators from six key agency sources, to implement new suppression activities to increase supervision and close monitoring of 40 known gang-involved youth, or to invest in economic and employment opportunities to provide jobs for 50 high-risk youth.)

Performance Measures. OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award

(see "General Information About Post-Federal Award Reporting Requirements" in Section F. Federal Award Administration Information). The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables" in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

Performance measures for this solicitation are listed in Appendix A: Performance Measures Table.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJJDP will require award recipients to submit semiannual performance metrics of relevant data through the Data Reporting Tool.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements, likely do not constitute "research." Each applicant should provide s0ufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ definition of research that appears at 28 C.F.R. Part 46 ("Protection of Human Subjects").

Research, for purposes of human subjects protection for OJP-funded programs, is defined as "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge." 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the "Research and the protection of human subjects" section of the "Requirements related to Research" webpage of the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards," available through the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

Every prospective applicant whose application may propose a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that webpage.

c. Project Design and Implementation. Applicants should detail how the project will operate throughout the funding period and describe the strategies that they will use to achieve the goals and objectives identified in the previous section. Applicants should describe how they will complete the deliverables stated in the Goals, Objectives, and Deliverables section on page 7. OJJDP encourages applicants to select evidence-based practices for their programs.

Applicants are to include information pertaining to the following:
Applicants are to describe their strategy or plan for planning and describe in detail the operational steps to be undertaken to develop the strategic plan. This section must explain how the applicant will conduct the community profile and assessment and other analyses identified in the Deliverables section, as well as the capacity-building elements of the plan as outlined in the Deliverables section and elaborated on below.

Applicants are to identify the collaborative body and describe a collaborative governance structure that meets the requirements outlined in the Eligibility section (page 1) and that is responsible for oversight of the plan development and subsequent implementation. The collaborative governing body should display active participation and ongoing support from the highest agency levels and the most influential community leaders, organizations, and youth residing in the priority communities, and have the ability to set policy, commit resources, leverage public and private funding, and engage and organize community members.

Applicants are to identify a lead agency and identify dedicated administrative budget and staff to support the initiative. This administrative support should include a dedicated initiative coordinator to staff the collaborative and oversee the collaborative's implementation, data development and management, and capacity building and training as well as identification of a gang specialist to coordinate gang-specific assessment, outreach, and intervention activities. These dedicated staff are considered key personnel.

Applicants are to describe any proposed capacity-building and developmental activities that are necessary and important to their strategic planning process and sustainability of the work beyond the project period. OJJDP will support readiness activities identified by local communities and jurisdictions taking on this work to prepare them for successful implementation of their strategic plan.

Applicants are to identify any known training and technical needs for the planning period given projected needs, deliverables, and timelines to successfully compete for potential implementation funds and position themselves for full implementation by the end of the project period.

Applicants may also propose to allocate a limited amount of award funds to support capacity-building activities during the last quarter of the project period. These activities should develop or strengthen the collaborative or address immediate and critical needs to prepare for implementation, such as cross-sector training, civic engagement and

outreach, and community capacity development activities related to the strategic plan. Applicants should describe any such proposed activities in their application.

This section should also include details regarding any leveraged resources (cash or in-kind) from local sources to support the project and discuss plans for sustainability beyond the grant period.

In addition, an applicant may receive priority consideration by explaining how it would address the problem area identified in its application through cooperation with federal immigration authorities, ~~i~~ncluding compliance with 8 USC §§ 1373, 1644, 1226, 1324, and 1357, participation in a 287 (g) or other cooperation prgram, honoring requests for notice of release, transfers of custody, and/or short term extensions of custody, and providing access to detention centers so federal immigration authorities may conduct interviews.

If you choose to seek this priority consideration, please explain specifically how you believe these forms of cooperation will address the problem area you have identified, and how you will use these grants funds to achieve this end.

Logic Model. Applicants should include a logic model that graphically illustrates how the performance measures are related to the project's problems, goals, objectives, and design. See sample logic models here. Applicants should submit the logic model as a separate attachment, as stipulated in Additional Attachments, page 27.

Timeline. Applicants should submit a realistic timeline or milestone chart that indicates major tasks associated with the goals and objectives of the project, assigns responsibility for each, and plots completion of each task by month or quarter for the duration of the award, using "Year 1," "Month 1," "Quarter 1," etc., not calendar dates (see "Sample Project Timelines" here).

Applicants should submit the timeline as a separate attachment, as stipulated in Additional Attachments, page 30. On receipt of an award, the recipient may revise the timeline, based on training and technical assistance that OJJDP will provide.

d. Capabilities and Competencies. This section should describe the experience and capability of the applicant organization and any contractors or subgrantees that the applicant will use to implement and manage this effort and its associated federal funding, highlighting any previous experience implementing projects of similar design or magnitude. Applicants should highlight their experience/capability/capacity to manage subawards, including details on their system for fiscal accountability. Management and staffing patterns should be clearly connected to the project design described in the previous section. Applicants should describe the roles and responsibilities of project staff and explain the program's organizational structure and operations. Applicants should include a copy of an organizational chart showing how the organization operates, including who manages the finances; how the organization manages subawards, if there are any; and the management of the project proposed for funding. Requirements for staffing include a dedicated project coordinator and a gang specialist as noted above on page 21.

Applicants must demonstrate a history and/or readiness to lead collaborative communitywide strategic efforts consistent with the size and scope of this project. Applicants are to include relevant material to demonstrate this history and readiness in this section or, as an option, they may attach the information as an appendix, Evidence of Collaborative History and Readiness, to their application.

Letters of Support/Memoranda of Understanding. Applicants are required to submit signed letters or memoranda of understanding that document the scope and nature of each stakeholder's commitment to the collaborative work proposed. These commitments will be ***evaluated accordingly in terms of strength of commitment and adherence to the representation requirements outlined*** on page 7.

If submitting a joint application, as described under Eligibility, page 1, applicants should provide signed and dated letters of support or memoranda of understanding for all key partners that include the following:

- Expression of support for the program and a statement of willingness to participate and collaborate with it.
- Description of the partner's current role and responsibilities in the planning process and expected responsibilities when the program is operational.
- Estimate of the percentage of time that the partner will devote to the planning and operation of the project.

Letters of support may be addressed to the OJJDP Administrator. Only letters of support that are submitted by the due date and with the full application will be considered during the review process.

4. Budget and Associated Documentation

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. Additionally, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. **All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties.** If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, then the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version.

Both versions of the Budget Detail Worksheet can be accessed at https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm.

Applicants are to set aside $50,000 in funding to support local training needs, including support for the strategic planning and systems improvement processes to be undertaken. During the project period, successful program site applicants should be prepared to work with the national training and technical assistance provider identified by OJJDP to assess

local training and technical assistance needs and complete a long-range capacity-building plan as part of the strategic plan deliverable.

Finally, planning site applicants are to allocate a portion of the $50,000 mentioned above for travel to attend two to three multiday national grantee meetings and workshops in Washington, DC, for up to four individuals as directed by OJJDP. Applicants should budget approximately $2,000 per person to attend the meetings and record this as part of the travel line item in the budget. The Office of the Chief Financial Officer requires cost calculations for all line items in the budget, including this required travel. The cost breakdown should include airfare, per diem rate, lodging, number of travelers, number of days, etc. (for example, 2 people x airline ticket ($400) = $800; 2 people x 2 days per diem ($71/day) = $284, 2 people x lodging ($207) x 2 nights = $828). Use U.S. General Services Administration per diem rates.

a. Budget Detail Worksheet

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with grant funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The budget narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the budget narrative should describe costs by year.

c. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)

Applicants for OJP awards typically may propose to make *subawards*. Applicants also may propose to enter into procurement *contracts* under the award.

Whether an action—for federal grants administrative purposes—is a subaward or procurement contract is a critical distinction, as significantly different rules apply to subawards and procurement contracts. If a recipient enters into an agreement that is a subaward of an OJP award, specific rules apply—many of which are set by federal statutes and DOJ regulations; others by award conditions. These rules place particular responsibilities on an OJP recipient for any subawards the OJP recipient may make. The rules determine much of what the written subaward agreement itself must require or provide. The rules also determine much of what an OJP recipient must do both before and after it makes a subaward. If a recipient enters into an agreement that is a procurement contract under an OJP award, a substantially different set of federal rules applies.

OJP has developed the following guidance documents to help clarify the differences between subawards and procurement contracts under an OJP award and outline the compliance and reporting requirements for each. This information can be accessed online at https://ojp.gov/training/training.htm.

- Subawards under OJP Awards and Procurement Contracts under Awards: A Toolkit for OJP Recipients.
- Checklist to Determine Subrecipient or Contractor Classification.
- Sole Source Justification Fact Sheet and Sole Source Review Checklist.

In general, the central question is the relationship between what the third party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or will conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a *subaward* for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other nonfederal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement—for purposes of federal grants administrative requirements—is a *subaward* or is instead a procurement *contract* under an award. The substance of the relationship should be given greater consideration than the form of agreement between the recipient and the outside entity.

1. Information on proposed subawards and required certifications regarding certain federal laws from certain subrecipients

A recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) subawards, a recipient must have authorization from OJP before it may make a subaward.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the Program Narrative, Budget Detail Worksheet, and Budget Narrative as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, the applicant should (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative, but also in the Budget Detail Worksheet and Budget Narrative.

Required certifications generally relating to various federal statutes from any proposed subrecipient that is a state or local government entity. Before an applicant may subaward FY 2018 award funds to a unit of local government or to a public institution of higher education, it will be required (by specific award condition, the terms of which will govern) to obtain a properly-executed certification, generally relating to various specific federal laws, from the proposed subrecipient. (This requirement regarding these federal laws will not apply to subawards to tribal agencies or governments). The specific certification the recipient must require from a unit of local government will vary somewhat from the specific certification it must require from a public institution of higher education. The forms will be posted and available for download at the links below.

- https://ojp.gov/funding/Explore/pdf/FY18GangSuppressionPlanning-ChiefLegalOfcCert-a.pdf
- https://ojp.gov/funding/Explore/pdf/FY18GangSuppressionPlanning-ChiefLegalOfcCert-b.pdf

2. Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over $150,000)

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317–200.326). The Budget Detail Worksheet and Budget Narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement "contracts" under awards will be entered into on the basis of full and open competition. All noncompetitive (sole source) procurement

contracts must meet the OJP requirements outlined at https://ojp.gov/training/subawards-procurement.htm. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, $150,000—a recipient of an OJP award may not proceed without competition unless and until the recipient receives specific advance authorization from OJP to use a noncompetitive approach for the procurement. An applicant that (at the time of its application) intends—without competition—to enter into a procurement contract that would exceed $150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition.

If the applicant receives an award, sole source procurements that do not exceed the Simplified Acquisition Threshold (currently, $150,000) must have written justification for the noncompetitive procurement action maintained in the procurement file. If a procurement file does not have the documentation that meets the criteria outlined in 2 C.F.R. 200, the procurement expenditures may not be allowable. Sole source procurement over the $150,000 Simplified Acquisition Threshold must have prior approval from OJP using a Sole Source GAN. Written documentation justifying the noncompetitive procurement must be submitted with the GAN and maintained in the procurement file.

d. Preagreement Costs

For information on preagreement costs, see Section B. Federal Award Information.

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

(a) The recipient has a current (unexpired) federally approved indirect cost rate; or
(b) The recipient is eligible to use, and elects to use, the *de minimis* indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

An applicant with a current (unexpired) federally approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, contact the Office of the Chief Financial Officer Customer Service Center at 800–458–0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at https://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

Certain OJP recipients have the option of electing to use the *de minimis* indirect cost rate. An applicant that is eligible to use the *de minimis* rate and that wishes to use the *de minimis* rate should attach written documentation to the application that advises OJP of both (1) the applicant's eligibility to use the *de minimis* rate and (2) its election to do so. If an eligible applicant elects the *de minimis* rate, costs must be consistently charged as either indirect or

direct costs, but may not be double charged or inconsistently charged as both. The *de minimis* rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the *de minimis* rate.) For the "de minimis" rate requirements (including information on eligibility to elect to use the rate), see the Part 200 Uniform Requirements, at 2 C.F.R. 200.414(f).

6. Tribal Authorizing Resolution (if applicable)

A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

An applicant unable to submit an application that includes a fully-executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe's governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully-executed legal documentation.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (questionnaire) at https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf as part of its application. The questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the preaward risk assessment process.

The Questionnaire should only be completed by financial staff most familiar with the applicant's systems, policies, and procedures in order to ensure that the correct responses are recorded and submitted to OJP. The responses on the questionnaire directly impact the preaward risk assessment and should accurately reflect the applicant's financial management and internal controls system at the time of the application. The preaward risk assessment is only one of multiple factors and criteria used in determining funding. However, a preaward risk assessment that indicates that an applicant poses a higher risk to OJP may affect the funding decision and/or result in additional reporting requirements, monitoring, special conditions, withholding of award funds, or other additional award requirements.

Among other things, the form requires each applicant to disclose whether it currently is designated "high risk" by a federal grant-making agency outside of DOJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal awarding agency that currently designates the applicant high risk.
- The date the applicant was designated high risk.
- The high-risk point of contact at that federal awarding agency (name, phone number, and email address).
- The reasons for the high-risk status, as set out by the federal awarding agency.

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form Disclosure of Lobbying Activities (SF-LLL) at https://ojp.gov/funding/Apply/Resources/Disclosure.pdf. An applicant that does not expend any funds for lobbying activities is to enter "N/A" in the text boxes for item 10 ("a. Name and Address of Lobbying Registrant" and "b. Individuals Performing Services").

9. Certification by the Chief Legal Officer of the Applicant Agency or Jurisdiction[27]

To the extent that the applicant is either a state or a local government entity, then the chief legal officer of that applicant (e.g., the Attorney General of the State) is to carefully review the certifications attached as Appendices D and E to this solicitation. If the chief legal officer determines that he or she may execute the certifications, the applicant is to submit the certifications as part of its application. (Note: this requirement does not apply to tribal governments.)

As discussed further below, an applicant that is either a state or local government will be *unable to make a valid award acceptance* of an FY 2018 award under this solicitation unless

[27] The certifications found in Appendices D and E and the responses to the questions regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (Appendix C) are not required where the selected applicant or any selected subrecipient is either a tribal government/organization, a non-profit organization, or a private institution of higher education. If the selected applicant or any selected subrecipient is a public institution of higher education, contact the NCJRS Response Center (see "Contact Information," page 2) for additional guidance concerning compliance with the identified federal laws.

and until a properly-executed certification by its chief legal officer is received by OJP on or before the day the applicant submits an executed award.

10. Additional Attachments

Applicants should submit the following information, as stipulated in the cited pages, as attachments to their applications. While the materials listed below are not assigned specific point values, peer reviewers will, as appropriate, consider these items when rating applications. For example, reviewers will consider résumés and/or letters of support/ memoranda of understanding when assessing "capabilities/competencies." Peer reviewers will not consider any additional information that the applicant submits other than that specified below.

a. **Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

1. Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
2. Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
3. If yes to either:
    - Please provide a copy of each law or policy;
    - Please describe each practice; and
    - Please explain how the law, policy, or practice complies with section 1373.

See Appendix C for a template that applicants may use to prepare this attachment.

b. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward ("subgrant") federal funds).
OJP seeks this information to help avoid inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency.
- The solicitation name/project name.
- The point of contact information at the applicable federal or state funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Federal or State Funding Agency
DOJ/Office of Community Oriented Policing Services (COPS)	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
Health and Human Services/Substance Abuse and Mental Health Services Administration	Drug-Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

SAMPLE

Each applicant should include the table as a separate attachment to its application. The file should be named "Disclosure of Pending Applications." The applicant's legal name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: "[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application."

c. Logic model (see page 22).

d. Timeline or milestone chart (see page 22).

e. Résumés of all key personnel.

f. Job descriptions outlining roles and responsibilities for all key positions.

g. Letters of support/memoranda of understanding from partner organizations (see page 23).

h. Evidence of history and organizational readiness to lead collaborative, communitywide strategic efforts consistent with the size and scope of this project, either as an appendix or in the Capabilities and Competencies sections (see page 22).

i. Geographical map of targeted areas with ZIP Codes (see page 19).

How To Apply
Applicants must register in and submit applications through Grants.gov, a primary source to find federal funding opportunities and apply for funding. Find complete instructions on how to register and submit an application at https://www.grants.gov/web/grants/support.html. Applicants that experience technical difficulties during this process should call the Grants.gov Customer Support Hotline at **800–518–4726** or **606–545–5035**, which operates 24 hours a day, 7 days a week, except on federal holidays.
Important Grants.gov update. Grants.gov has updated its application tool. The legacy PDF application package was retired on December 31, 2017. Grants.gov Workspace is now the standard application method for applying for grants. OJP applicants should familiarize themselves with the Workspace option now. For complete information and instructions on using Workspace (and other changes), go to the Workspace Overview page at https://www.grants.gov/web/grants/applicants/workspace-overview.html.

Registering with Grants.gov is a one-time process; however, **processing delays may occur, and it can take several weeks** for first-time registrants to receive confirmation of registration and a user password. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

OJP strongly encourages all prospective applicants to sign up for Grants.gov email notifications regarding this solicitation at https://www.grants.gov/web/grants/manage-subscriptions.html. If this solicitation is cancelled or modified, individuals who sign up with Grants.gov for updates will be automatically notified.

Browser Information: Grants.gov was built to be compatible with Internet Explorer. For technical assistance with Google Chrome or another browser, contact Grants.gov Customer Support.

Note on Attachments: Grants.gov has two categories of files for attachments: “mandatory” and “optional.” OJP receives all files attached in both categories. Attachments are also labeled to describe the file being attached (e.g., Project Narrative, Budget Narrative, Other, etc.). Applicants should ensure that all required documents are attached in the correct Grants.gov category and are labeled correctly. Do not embed “mandatory” attachments within another file.

Note on File Names and File Types: Grants.gov only permits the use of certain specific characters in the file names of attachments. Valid file names may include only the characters shown in the table below. Grants.gov rejects any application that includes an attachment(s) with a file name that contains any characters not shown in the table below. Grants.gov forwards successfully submitted applications to the OJP Grants Management System (GMS).

Characters
Upper case (A – Z)
Lower case (a – z)
Underscore (__)
Hyphen (-)
Space

Characters
Period (.)

Special Characters		
Parenthesis ( )	Curly braces { }	Square brackets [ ]
Ampersand (&)*	Tilde (~)	Exclamation point (!)
Comma (,)	Semicolon (;)	Apostrophe (‘)
At sign (@)	Number sign (#)	Dollar sign ($)
Percent sign (%)	Plus sign (+)	Equal sign (=)

***When using the ampersand (&) in XML, applicants must use the “&” format.**

GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.” GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

All applicants are required to complete the following steps:

Unique Entity Identifier (DUNS Number) and System for Award Management
Every applicant entity must comply with all applicable SAM and unique entity identifier (currently, a DUNS number) requirements. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. More detailed information about SAM and the DUNS number is in the numbered sections below.

If an applicant entity has not fully complied with the applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

Registration and Submission Steps

1. **Acquire a unique entity identifier (currently, a DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a "unique entity identifier" in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

   This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866–705–5711 to obtain a DUNS number or apply online athttps://www.dnb.com/. A DUNS number is usually received within 2 business days.

2. **Acquire or maintain registration with SAM.** Any applicant for an OJP award creating a **new** entity registration (or updating or renewing a registration) in SAM.gov must submit an original, signed notarized letter appointing the authorized Entity Administrator within thirty (30) days of the registration activation. ***Notarized letters must be submitted via U.S. Postal Service Mail****. Read the Alert at* ***www.sam.gov*** *to learn more about what is required in the notarized letter, and read the Frequently Asked Questions (FAQs) at* ***www.gsa.gov/samupdate*** *to learn more about this process change.* All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database. Applicants will need the authorizing official of the organization and an Employer Identification Number (EIN). Information about SAM registration procedures can be accessed at www.sam.gov.

An application cannot be successfully submitted in Grants.gov until Grants.gov receives the SAM registration information. Once the SAM registration/renewal is complete, **the information transfer from SAM to Grants.gov can take as long as 48 hours.** OJP recommends that the applicant register or renew registration with SAM as early as possible.

3. **Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.** Complete the AOR profile on Grants.gov and create a username and password. An applicant entity's "unique entity identifier" (DUNS number) must be used to complete this step. For more information about the registration process for organizations and other entities, go to https://www.grants.gov/web/grants/applicants/organization-registration.html.

4. **Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).** The E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. The E-Biz POC will need the Marketing Partner Identification Number (MPIN) password obtained when registering with SAM to complete this step. Note that an organization can have more than one AOR.

5. **Search for the funding opportunity on Grants.gov.** Use the following identifying information when searching for the funding opportunity on Grants.gov. The Catalog of Federal Domestic Assistance (CFDA) numbers for this solicitation are 16.544, titled "Youth Gang Prevention," and 16.123, titled "Community-Based Violence Prevention Program." The funding opportunity number is OJJDP-2018-14582.

6. **Access funding opportunity and application package from Grants.gov.** Select "Apply for Grants" under the "Applicants" column. Enter your email address to be notified of any changes to the opportunity package before the closing date. Click the Workspace icon to use Grants.gov Workspace.

7. **Submit a valid application consistent with this solicitation by following the directions in Grants.gov.** Within 24–48 hours after submitting the electronic application, the applicant should receive two notifications from Grants.gov. The first will confirm the receipt of the application. The second will state whether the application has been validated and successfully submitted, or whether it has been rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later. Submitting an application well ahead of the deadline provides time to correct the problem(s) that caused the rejection. **Important:** OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date, to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification. Applications must be successfully submitted through Grants.gov by 11:59 p.m. ET on October 04, 2018.

Go to https://www.grants.gov/web/grants/applicants/organization-registration.html for further details on DUNS numbers, SAM, and Grants.gov registration steps and timeframes.

Note: Application Versions
If an applicant submits multiple versions of the same application, OJP will review only the most recent system-validated version submitted.

Experiencing Unforeseen Grants.gov Technical Issues

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must contact the Grants.gov Customer Support Hotline at https://www.grants.gov/web/grants/support.html or the SAM Help Desk (Federal Service Desk) at https://www.fsd.gov/fsd-gov/home.do to report the technical issue and receive a tracking number. The applicant must email the Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant's email must describe the technical difficulties and must include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any Grants.gov Help Desk or SAM tracking number(s).

Note: OJP does not automatically approve requests to submit a late application. After OJP reviews the applicant's request, and contacts the Grants.gov or SAM Help Desk to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the untimely application submission was due to the applicant's failure to follow all required procedures, OJP will deny the applicant's request to submit its application.

The following conditions generally are insufficient to justify late submissions:

- Failure to register in SAM or Grants.gov in sufficient time. (SAM registration and renewal can take as long as 10 business days to complete. The information transfer from SAM to Grants.gov can take up to 48 hours.)
- Failure to follow Grants.gov instructions on how to register and apply as posted on its website.
- Failure to follow each instruction in the OJP solicitation.
- Technical issues with the applicant's computer or information technology environment, such as issues with firewalls or browser incompatibility.

Notifications regarding known technical problems with Grants.gov, if any, are posted at the top of the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

E. Application Review Information

Review Criteria

Applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. Description of the Issue (15%)
2. Goals, Objectives, and Performance Measures (5%)
3. Project Design and Implementation (40%)
4. Capabilities and Competencies (35%): Applicants must demonstrate coordination with their USAO district PSN team in their submission.

5. Budget (5%): complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the goals of the project.[28]

See What an Application Should Include, page 14, for the criteria that the peer reviewers will use to evaluate applications. Please refer to the priority consideration for projects that work effectively with DHS/ICE, see page 10.

Review Process

OJP is committed to ensuring a fair and open process for making awards. OJJDP reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. For purposes of assessing whether an application meets basic minimum requirements and should proceed to further consideration, OJP screens applications for compliance with those requirements. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items designated as critical elements.
- The applicant must not be identified in SAM as excluded from receiving federal awards.

For a list of the critical elements for this solicitation, see "What an Application Should Include" under Section D. Application and Submission Information.

Peer review panels will evaluate, score, and rate applications that meet basic minimum requirements. OJJDP may use internal peer reviewers, external peer reviewers, or a combination, to assess applications on technical merit using the solicitation's review criteria. An external peer reviewer is an expert in the subject matter of a given solicitation who is not a current DOJ employee. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. Peer reviewers' ratings and any resulting recommendations are advisory only, although reviewer views are considered carefully. Other important considerations for OJJDP include geographic diversity, strategic priorities, and available funding, as well as the extent to which the budget detail worksheet and budget narrative accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.
Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to

[28] Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System (FAPIIS)).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants for competitive awards. OJP takes into account information pertinent to matters such as—

1. Applicant financial stability and fiscal integrity.
2. Quality of the applicant's management systems, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide.
3. Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies.
4. Reports and findings from audits of the applicant, including audits under the Part 200 Uniform Requirements.
5. Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and OJJDP recommendations, but also other factors as indicated in this section.

F. Federal Award Administration Information

Federal Award Notices

Award notifications will be made by March 29, 2019. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official (E-Biz POC and AOR). The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9 p.m. ET on the award date.

For each successful applicant, an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including all award conditions; and sign and accept the award. The award acceptance process requires physical

signature of the award document by the authorized representative and the scanning and submission of the fully executed award document to OJP.

NOTE: In order validly to accept an award under this program, an applicant must submit to GMS the certifications by its chief legal officer regarding compliance with certain federal laws, executed using the forms that appear in Appendices D and E. (The forms also may be downloaded at the links below)

- https://ojp.gov/funding/Explore/pdf/FY18GangSuppressionPlanning-ChiefLegalOfcCert-a.pdf
- https://ojp.gov/funding/Explore/pdf/FY18GangSuppressionPlanning-ChiefLegalOfcCert-b.pdf

Unless the executed certification either— (1) is submitted to OJP together with the signed award document, or (2) is uploaded in GMS no later than the day the signed award document is submitted, **OJP will reject as invalid** any signed acceptance, until such time as the certifications are submitted.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

Applicants should consult the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards," available in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm. In addition, applicants should examine the following two legal documents, as each successful applicant must execute both documents before it may receive any award funds. (An applicant is not required to submit these documents as part of an application.)

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

- Certified Standard Assurances

The webpages accessible through the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2018. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

As stated above, OJJDP expects that it will make any award under this solicitation in the form of a cooperative agreement. Cooperative agreements include a condition in the award document that sets out the nature of the "substantial federal involvement" in carrying out the award and program. Generally stated, under OJP cooperative agreement awards, responsibility for the day-to-day conduct of the funded project rests with the recipient. OJP, however, may have substantial involvement in matters such as substantive coordination of technical efforts and site selection, as well as review and approval of project work plans, research designs, data collection instruments, and major project-generated materials. In addition, OJP often indicates in the award terms and conditions that it may redirect the project if necessary.

In addition to an award condition that sets out the nature of the anticipated "substantial federal involvement" in the award, cooperative agreements awarded by OJP include an award condition that requires specific reporting in connection with conferences, meetings, retreats, seminars, symposia, training activities, or similar events funded under the award.

OJJDP's role will include the following tasks:

- Reviewing and approving major work plans, including changes to such plans, and key decisions pertaining to project operations.

- Reviewing and approving major project-generated documents and materials used to provide project services.

- Providing guidance in significant project planning meetings and participating in project-sponsored training events or conferences.

- Reviewing and approving key personnel changes.

Express Award Conditions
Individual FY 2018 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the "program or activity" that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
  (1) communication to/from the Department of Homeland Security ("DHS") of information regarding the citizenship or immigration status of any individual; and
  (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien)

- Not to violate, or aid or abet any violation, of 8 U.S.C. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal, harbor, or shield from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or

any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts … "or aid or abet the commission of any of the preceding acts")

- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") or 8 U.S.C. § 1231 (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act. (Note: This condition will apply only with respect to alien adult detainees and only in jurisdictions where law enforcement is assisting in implementing this program.)

- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.(Note: This condition will apply only with respect to alien adult detainees and only in jurisdictions where law enforcement is assisting in implementing this program.)

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed $500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP webpage at https://ojp.gov/funding/FAPIIS.htm.

Data on performance measures. In addition to required reports, each award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103–62, and the GPRA Modernization Act of 2010, Public Law 111–352, OJP will require any award recipient, post award, to provide performance data as part of regular progress reporting. Successful applicants will be required to access OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP. Performance measures for this program are listed as Appendix A.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page.

For contact information for Grants.gov, see the title page.

H. Other Information

Freedom of Information Act and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that the applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement-sensitive information.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This email is for feedback and suggestions only. OJP does **not** reply from this mailbox to messages it receives in this mailbox. Any prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, email your résumé to

ojpprsupport@usdoj.gov. (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a peer reviewer in a competition in which you or your organization/entity has submitted an application.

Appendix A: Performance Measures Table

Objective	Performance Measure(s)	Description	Data Recipient Provides
Develop a comprehensive, community-based antigang and youth violence strategegy that strengthens the coordination of existing resources and activities that support multiple complementary, evidence-based programs to reduce gang and gun violence and the associated trauma to youth in the targeted communities.	Number of stakeholders (task force, coalitions, agencies).	Number of additional stakeholders (government agencies, nonprofit organizations, community groups, etc.) joining in violence prevention efforts during the reporting period.	Number of stakeholder relationships built during the reporting period.
	Percent increase in leveraged resources (in-kind, cash, staffing).	Percent increase in resources leveraged during the reporting period. Leveraged resources include those that are matched by cash or in-kind contributions from additional sources.	A. Number of new leveraged resources obtained during the reporting period. B. Total number of leveraged resources available during the reporting period. C. Percent (A/B).
	Number of memoranda of understanding (MOUs) developed during the reporting period.	A MOU is an interagency agreement whose purpose is to enable all parties to facilitate the conduct of certain efforts of mutual interest (e.g., specifying the types of information to be shared, stating the terms of the agreement, and including the signatures of all parties to the agreement). Include all formal partnering or coordination agreements. Program records are the preferred data source.	Number of MOUs developed during the reporting period.
	Number of agency policies or procedures created, amended, or rescinded.	Number of cross-program or agency policies or procedures created, amended, or rescinded during the reporting period. A policy is a plan or specific course of action that guides the general goals and directives of programs and/or agencies. Include policies that are relevant to the topic area of the program or that affect program operations. Program records are the preferred data source.	Number of program or agency policies or procedures created, amended, or rescinded.
	Number of strategies developed		Number of strategies developed, including strategies for leadership and

			governance and data collection (gang intelligence), sharing, and use
	Submit a strategic plan that meets expectations as determined by OJJDP		Status of strategic plan during the reporting period By month 18, submit the final strategic plan that includes a blueprint for action outlining the jurisdiction's approach for achieving the goals and objectives identified.
	Number of media coverage episodes/events.	Total number of media coverage episodes/events related to violence prevention activities during the reporting period. Examples include but are not limited to op-ed articles, letters, interviews, events that draw coverage (press conferences), and appearances on broadcast news or issues programs (television and radio), etc.	Total number of media coverage episodes/events that occurred related to violence prevention activities during the reporting period.
Increase the understanding of the jurisdiction's gang landscape by providing training opportunities.	Number of participants trained during the reporting period.	Number of program participants who received formal training related to violence prevention during the reporting period. Examples include but are not limited to training on risk, resiliency, and protective factors; trauma and its impact on children, youth, and families; and adolescent development principles and how to apply them.	Number of participants trained during the reporting period.
	Percent of participants trained who reported an increase in knowledge, skills, and/or abilities related to violence prevention.	Number and percent of program participants who reported an increase in knowledge, skills, and/or abilities on one or more of the following subjects: • Risk, resiliency, and protective factors • Trauma and its impact on children, youth, and families • Adolescent development principles and how to apply them	A. Total number of participants trained during the reporting period. B. Of those trained, number of participants who reported an increase in knowledge, skills, and/or abilities related to violence prevention. C. Percent (B/A).

		• Strategies for violence prevention • Other training	
	The type of training conducted during the reporting period.	Indicate the type of training conducted during the reporting period. Choose all that apply.	Select Yes or No: **Y N** ☐ ☐ Risk, resiliency, and protective factors ☐ ☐ Trauma and its impact on children, youth, and families ☐ ☐ Adolescent development principles and how to apply them ☐ ☐ Strategies for violence prevention ☐ ☐ Other training If yes to "other training," describe the type of training conducted during the reporting period.

Appendix B: Applicable Federal Law

Certain relevant federal laws, as in effect on June 7, 2018

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

(1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
(2) Maintaining such information.
(3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed
****

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general

Except as provided in section 259(a) [1] of title 42 and paragraph (2),[2] the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is

released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title [3] and (II) the removal of the alien is appropriate and in the best interest of the United States; or

ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

(1) may continue to detain the arrested alien; and

(2) may release the alien on--

(A) bond of at least $1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or

(B) conditional parole; but

(3) may not provide the alien with work authorization (including an “employment authorized” endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

***

(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

(A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,

(B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,

(C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence1 to a term of imprisonment of at least 1 year, or

(D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1324(a)(1)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;

ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;

iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—
I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses [1] (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

(1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;

(2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;

(3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any

railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;

(4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and

(5) to make arrests-

(6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

(7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,

(8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

(1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

***

(3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

***.

Appendix C: Federal Communication Information

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

1. Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

2. Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

3. If yes to either:
    - Please provide a copy of each law or policy;
    - Please describe each practice; and
    - Please explain how the law, policy, or practice complies with section 1373.

Appendix D: Certification Relating to 8 U.S.C §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

2. I have carefully reviewed each of the following sections of title 8, United States Code:

   a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
   b. § 1231(a)(4) (federal government may not "remove an alien who is sentenced to imprisonment until the alien is released from imprisonment");
   c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts … or aid[] or abet[] the commission of any of the preceding acts");
   d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (*see* 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
   e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing … (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").

3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).

4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

   a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
   b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1324(a), 1357(a), & 1366(1) & (3) that are described in ¶ 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.

6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1366(1) & (3); (4) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) & (c).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including associated certifications, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below

FY 2018 OJP Program: **Gang Suppression Planning Grants Program**

Appendix E: Certification of Compliance

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition … and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the USDOJ will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

(a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Gang Suppression Planning Grants Program**

Appendix F: Application Checklist

OJJDP FY 2018 Gang Suppression Planning Grants Program

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in Grants.gov:
_____ Acquire a DUNS Number (see page 33)
_____ Acquire or renew registration with SAM (see page 33)
To Register with Grants.gov:
_____ Acquire AOR and Grants.gov username/password (see page 34)
_____ Acquire AOR confirmation from the E-Biz POC (see page 34)
To Find Funding Opportunity:
_____ Search for the Funding Opportunity on Grants.gov (see page 34)
_____ Access Funding Opportunity and Application Package (see page 34)
_____ Sign up for Grants.gov email notifications (optional) (see page 32)
_____ Read Important Notice: Applying for Grants in Grants.gov
_____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see page 15)
After Application Submission, *Receive Grants.gov Email Notifications That:*
_____ (1) Application has been received
_____ (2) Application has either been successfully validated or rejected with errors (see page 34)
If No Grants.gov Receipt, and Validation or Error Notifications are Received:
_____ Contact Grants.gov and/or SAM regarding technical difficulties. Refer to the section: Experiencing Unforeseen Grants.gov Technical Issues (see page 35)
_____ Contact the Response Center at grants@ncjrs.gov to request to submit the application after the deadline because of unforeseen technical issues. Refer to the section: Experiencing Unforeseen Grants.gov Technical Issues (see page 35)

Overview of Post-Award Legal Requirements:

_____ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of $200,000.

Eligibility Requirement: Refer to page 1 of the solicitation.

What an Application Should Include:

_____ Application for Federal Assistance (SF-424) (see page 16)
_____ Intergovernmental Review (see page 17)
_____ Project Abstract (see page 17)
_____ Program Narrative (see page 17)
___ Description of the Issue
___ Goals, Objectives, and Performance Measures
___ Project Design and Implementation
___ Capabilities and Competencies
_____ Budget Detail Worksheet (see page 24)
_____ Budget Narrative (see page 24)
_____ Indirect Cost Rate Agreement (if applicable) (see page 27)
_____ Tribal Authorizing Resolution (if applicable) (see page 28)
_____ Financial Management and System of Internal Controls Questionnaire (see page 28)
_____ Disclosure of Lobbying Activities (SF-LLL) (see page 29)
_____Certifications of Compliance with Certain Federal Laws by Chief Legal Officer
_____ Additional Attachments (see page 30)
_____Information regarding communication with DHS and/or ICE
_____ Applicant Disclosure of Pending Applications
_____ Logic model
_____ Timeline or milestone chart
_____ Résumés of all key personnel
_____ Job descriptions outlining roles and responsibilities for all key positions
_____ Letters of support/memoranda of understanding from partner organizations
_____ Evidence of history and organizational readiness
_____ Geographical map of targeted area(s)

_____ Request and Justification for Employee Compensation; Waiver (if applicable) (see page 14)

THE SUNRISE CITY
FORT PIERCE
Florida
OFFICE OF THE MAYOR
AND CITY COMMISSION

October 1, 2018

Administrator Caren Harp
810 Seventh Street NW
Washington, DC 20531

RE: Gang Suppression Planning Grants Program

Dear. Ms. Harp,

On behalf of the City of Fort Pierce I am submitting this letter of support the application for the Gang Suppression Planning Grants Program.

The City of Fort Pierce has struggled with high levels of youth gang violence, but since 2014, the City, and the Fort Pierce Police Department, in collaboration with other community partners, has invested significant time and resources to implement a comprehensive, evidence-based, and long-term approach to combating youth gang-violence in Fort Pierce through the Office of Juvenile Justice and Delinquency Prevention's Comprehensive Gang Model.

Currently in its fourth year, and serving over 100 youth, the program is in a critical stage where the target community is starting to reap the benefits in terms of gang crime reduction, improved public safety, increased collaboration among agencies and more effective polices, as well as positive changes in individual clients.

Through focused and collaborative intervention and suppression strategies, the initiative has significantly reduced community violence and improved the perception of safety in the target community. Between 2014 and 2017 overall violent crime in Fort Pierce has gone down 32%, gun-related crimes have dropped 34% and gang-involved violent crime has decreased 56%.

The City of Fort Pierce currently employs the project coordinator of RTVYI and provides office and meeting space for the program, and support in the form of grants to the initiative for essential programming.

As the Mayor of Fort Pierce, and Co-Chair of the Roundtable of Saint Lucie County I am fully committed to work with the Police Department, the Roundtable of Saint Lucie County, local leaders, service providers, and community partners to continue the reduction in gang-related violent crime. Our shared framework of strategic and coordinated delivery of services and opportunities along with our prevention, intervention, and targeted suppression efforts are showing concrete results. We continue to reach out for additional local support and develop sustainability as a result of our early positive outcomes.

Sincerely,

Linda Hudson, Mayor

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

Meeting Date: 10/01/2018

Re: VOCA 2018-2019 Application and Acceptance

Submitted For: Robert Ridle, Acting Deputy Chief, Dist. 2, Police Department

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SUBJECT:

Approval to submit and accept the VOCA 2018-2019 Victims Advocacy Grant in an amount not to exceed $75,000.00.

SUMMARY:

The FPPD would like approval to submit for and accept the 2018-2019 VOCA grant award. The VOCA program is a victim's advocacy program the FPPD has executed over the past several years. An employee is assigned to respond to victims of all types, provide assistance to the victim(s), and take steps to assure prosecution. This years applications request an additional victim's advocate that would allow the FPPD to expand its Victims Advocacy services. The FPPD is seeking approval to apply for an award not to exceed $75,000.

RECOMMENDATION:

The recommendation is approval be given for this submission and award acceptance. If denied, please provide guidance to achieve expanded Victim Advocate services.

ALTERNATIVES:

Approval could be declined and directives given as to how the FPPD could go about securing funding for the two positions from other sources.

RESPONSIBLE STAFF:

Anthony Maynard, Grant Coordinator

COORDINATED WITH:

Acting Deputy Chief Robert Ridle

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	10130055219999
Amount:	$19,500

FISCAL IMPACT:

The VOCA award application and acceptance does not have a fiscal impact as it does not require actual budget from the general fund. The VOCA award requires an in-kind match oif approx. $19,500, which will be in the form of the time committted by back-up personnel assigned to the project. This is the same type of approved in-kind match that has been executed in previous years.

Attachments

VOCA Overview

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/14/2018 01:29 PM
City Manager	Nick Mimms	09/24/2018 08:43 AM
Form Started By: Anthony Maynard		Started On: 09/13/2018 04:04 PM
Final Approval Date: 09/24/2018		

Victims of Crime Act (VOCA) Crime Victims Fund

Briefing Background
2017

Prepared by

National Association of VOCA Assistance Administrators (NAVAA)
Steve Derene, Executive Director
608-233-2245
steve@navaa.org
www.navaa.org

(updated 02/8/2017)

Victims of Crime Act (VOCA)
Crime Victims Fund

Background Information

- Created by the Victims of Crime Act of 1984 (VOCA), the Crime Victims Fund is a special mandatory spending account dedicated solely to helping victims of all types of crimes. The Fund comes from Federal criminal fines and penalties; **not taxpayers and *does not add to the national debt or deficit***.
- The Fund is the only Federal funding program supporting victim assistance services for victims of *all* types of crimes, crime victim compensation, services for victims of Federal crimes and international and domestic terrorism and mass violence.
- State VOCA victim assistance formula grants support direct services, such as emergency shelter, crisis intervention, counseling and assistance in participating in the criminal justice system, through more than 4,000 public and community-based agencies to an average of 3.7 million victims every year.
- Because of fluctuations in annual Fund deposits, in 2000, Congress began delaying or "capping" annual Fund obligations "to ensure that a stable level of funding will remain available for these [VOCA] programs in future years." [Cong. Rpt. 106-479] Unspent amounts remain in the Fund for future victim services.
- Although by 2015 the Fund's balance grew by *900 percent,* the annual cap increased by only 49 percent – from $500 million in 2000 to $745 million in 2014. As a result, state VOCA victim assistance grants did not even keep pace with the rate of inflation let alone the growing needs of crime victims.
- The mounting Fund balance was used by congressional appropriators to offset spending for other federal programs. However, the 2015 Congressional Budget Resolution limited the amount the Fund could be used as an offset and the cap was increased to $2.361 billion!
- The large cap increase means that State VOCA victim assistance grants rose by four times. States will use these funds to catch up with the needs of current victim service providers, to expand services to new and underserved populations and to invest in desperately needed infrastructure and technology improvements.
- Although the Bipartisan Budget Agreement permanently removed $1.5 billion from the balance of the Crime Victims Fund, Congress set the FY 2016 VOCA cap at $3.042 billion. However, 13 percent of the cap was transferred to programs that are not authorized under the VOCA statute.
- The Administration's FY 2017 budget proposes the VOCA cap at $2 billion with a total of $481 million carved out for non-VOCA authorized programs. Under this proposal, state VOCA assistance grants would be reduced by no less than $800 million (41 percent) from FY 2015 grants.
- ***Unfortunately, proposals to transfer amounts from the Crime Victims Fund for non-VOCA authorized programs undermines the Fund's original purpose, its integrity and its long-term ability to support core victim assistance services.*** These proposals not only reduce the amount available for VOCA grants, but, more importantly, set a precedent that opens the door for even greater, ongoing erosion of the Fund's ability to support VOCA-authorized victim services.
- **Congress should require that the annual VOCA cap be no less than the average of the three full previous fiscal years' deposits into the Crime Victims Fund and restricted solely to supporting programs authorized under the VOCA statute**.

Programs authorized by the Victims of Crime Act:

- Children's Justice Act grants
- U.S. Attorney's victim/witness coordinators
- F.B.I. victim assistance specialists
- Federal victim notification system
- OVC discretionary grants
- State compensation formula grants
- State victim assistance formula grants
- Antiterrorism Emergency Reserve

Integrity of the Crime Victims Fund

The Crime Victims Fund, created by the Victims of Crime Act of 1984, is a "separate account" made up entirely of Federal criminal fines, forfeited appearance bonds and special assessments – without any *taxpayer revenues.* Obligations from the Fund are considered "mandatory spending."

The VOCA statute says, "Sums deposited in the Fund shall remain in the Fund and be available for expenditure *under this chapter* for grants *under this chapter* without fiscal year limitation." (42 U.S.C. 10601(c)). **In other words, the Crime Victims Fund is intended to be used solely for support of programs expressly authorized under the VOCA statute.**

Recent proposals, however, undermine this statutory mandate by transferring significant amounts out of the Crime Victims Fund for programs that are not authorized under the VOCA statute:

- The "Consolidated Appropriations Act, 2016" (Public Law 11-113) transferred a total of $389 million (13 percent of the cap) from the Crime Victims Fund programs, including $379 million transferred to the Office on Violence Against Women and $10 million to the Office of the Inspector General (in addition to the $10 million transferred in FY 2015).

- Last session, Senate Bill 1704 would have transferred 5 percent of the annual cap to the Bureau of Indian Affairs in the Department of Interior for grants to tribes for some victim and some non-victim related purposes.

- The Administration's proposed FY 2017 budget would carve out a total of $481 million from the annual VOCA cap for programs not authorized under the VOCA statute, including $326 million to the Office on Violence Against Women, $50 million for Vision 21 projects (including $25 million for tribal grants), $45 million for human trafficking programs and up to $60 million to the National Institute of Justice and Bureau of Justice Statistics.

- The Senate Appropriations bill for FY 2017 (S. 2837) would continue the transfer of $389 million for non-VOCA programs. The House bill (H.R. 5393) does not include these transfers.

These efforts create "back door" carve outs that will inevitably lead to further attempts to erode the longstanding commitment that the Crime Victims Fund be used only for VOCA authorized programs and threaten the long-term viability of the Fund to support core VOCA-authorized programs. Once this door is opened, there is no limit on the amount or types of programs the Fund could be forced to pay for.

Bipartisan legislation has been introduced to address these issues. H.R. 275, introduced by Reps. Scott Perry (R-PA) and Brendan Boyle (D-PA), would require that the annual cap be no less than the deposits into the Fund during the preceding three full fiscal years. H.R. 818, introduced by Reps. Ted Poe (R-TX) and Jim Costa (D-CA), would require that the Crime Victims Fund could only be used for purposes expressly authorized under the VOCA statute.

In supporting these bills, NAVAA has requested that they be consolidated so that the annual 3-year average CVF cap is restricted to only those purposes authorized under the VOCA statute. Basing the annual cap on the 3-year Fund deposit average without any non-VOCA transfers will provide stability, ensure the Fund's integrity and encourage long-range planning and management of VOCA funds.

How the Crime Victims Fund Is Disbursed

As authorized under the VOCA statute, (42 U.S.C. 10601(d)), the annual VOCA cap is to be distributed as follows:

Under the annual cap:

- The first $20 million is used for formula grants to states to improve the investigation and prosecution of child abuse (Children's Justice Act). $17 million is transferred to the Department of Health and Human Services and $3 million retained by the Office for Victims of Crime for grants to Native American tribes.
- After that, funds are set aside for certain Federal victim services:
  - Victim witness coordinators in U.S. Attorneys' offices
  - Victim assistance staff in FBI offices
  - Federal Victim Notification System
- Of the amount remaining, after the above allocations:
  - Five percent for OVC discretionary grants for demonstration projects, training and technical assistance and services to victims of Federal crimes.
  - 47.5% of the remaining funds are available for state crime victim compensation grants with each state receiving a grant based upon 60% of its state-funded compensation benefits.
  - 47.5% of remaining funds are available for state victim assistance grants plus any amount not used for state crime victim compensation grants because of the 60% limitation

Above the annual cap:

- Antiterrorism Emergency Reserve. In addition, up to five percent of amounts remaining in the Fund after the above allocations may be used to replenish the $50 million AER which is available to assist victims of international and domestic terrorism or mass violence and compensation to international terrorism victims.

Not authorized under the VOCA statute:

- Since 2012, Congress directed that the DOJ Office of Justice Program's management and administrative costs (M&A) be paid by grant funds, rather than from a previous separate appropriation. In 2015, OJP's M&A cost $53.4 million, all of which was taken from the amount that would otherwise be available for state VOCA victim assistance grants.

- Notwithstanding the VOCA statute requirement that the Crime Victims Fund is to be used "for expenditure under this chapter" [i.e. VOCA], Congress has tapped into the Fund for non-VOCA authorized programs. As part of the FY 2016 appropriations, Congress directed that $379 million be transferred to the Office on Violence Against Women and $10 million to the DOJ Office of the Inspector General. This effectively reduced the total VOCA cap available for core VOCA-authorized programs by 13 percent from the amount that would otherwise have been available for VOCA programs.

VOCA Victim Assistance Programs

Formula grants to all States and territories are based largely on population. Of the amount available for state victim assistance grants, each state receives a base amount of $500,000 ($200,000 for territories) and the remainder proportional to population.

Because of a major change in OVC's data collection and reporting policies, comparable information reflecting the large increase in VOCA funding for FY 2015 and FY 2016 is not currently available.

In 2014 . . .

- **4,002 public and nonprofit agencies received VOCA assistance funding . . .**
  There were 199 (5 percent) fewer agencies providing VOCA-funded assistance services in 2012 than in the 4,201 agencies funded in 2007.

- **to provide direct victim assistance services, such as . . .**

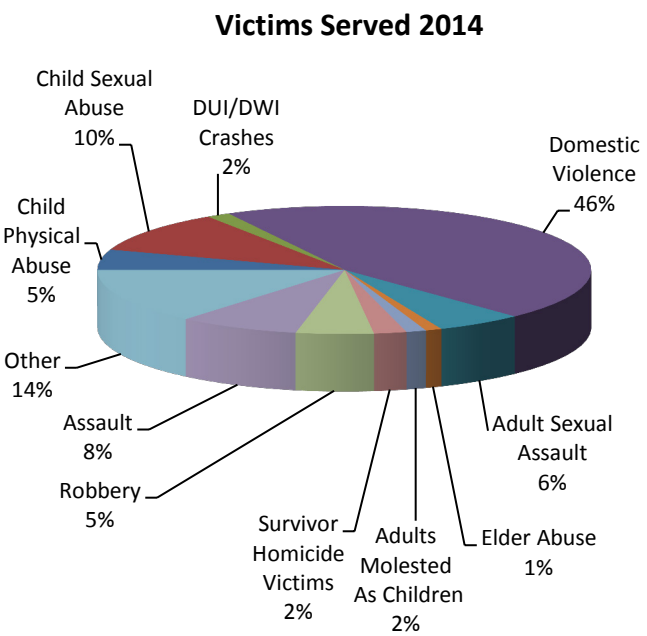
  - crisis intervention and counseling, support groups, therapy/treatment, information and referrals;
  - emergency shelter, hotlines, legal advocacy, emergency financial assistance;
  - support within the criminal justice system (e.g., case status/disposition information, court orientation and accompaniment, restitution assistance); and
  - personal advocacy and case management.

- **. . . to 3,539,927 *victims of all types of crimes* each year.**
  This was 577,021 (14 percent) ***fewer*** crime victims receiving VOCA-funded services than in 2007.

Victims Served:

Type of Crime	2007	2014	Diff.
Child Physical Abuse	182,298	182,037	-261
Child Sexual Abuse	406,820	372,270	-34,550
DUI/DWI Crashes	85,326	54,438	-30,888
Domestic Violence	1,859,912	1,617,874	-242,038
Adult Sexual Assault	237,047	201,113	-35,934
Elder Abuse	69,782	37,797	-31,985
Adults Mol. As Children	92,946	45,969	-46,977
Surv. of Homicide Victims	115,813	75,984	-39,829
Robbery	179,216	179,379	163
Assault	313,847	279,926	-33,921
Other	573,641	492,840	-80,801
TOTAL	**4,116,648**	**3,539,627**	**-577,021**

Source: FY 2007 and 2014 OVC National Performance Reports



VOCA victim assistance grants funded approximately 22,000 full-time equivalent crime victim assistance positions; the average total cost (salaries, benefit, and operating expenses) for each position was less than $21,000.

State Plans for Using Increased VOCA Assistance Funds

The FY 2015 and FY 2016 VOCA caps greatly increased funding for desperately needed victim assistance.

- VOCA assistance grant funds failed to keep pace with inflation since caps started in FY 2000; FY 2014 grants were 12 percent less, in real inflation-adjusted dollars, compared to the FY 2000 grants.
- The annual number of crime victims served by VOCA-funded programs dropped by 577,000 (14 percent) between 2007 and 2014.
- According to the annual census by the National Network to End Domestic Violence, while the number of victims served has increased by 50 percent, the number of unmet requests for services has increased by 137 percent, showing that capacity to provide life-saving residential and advocacy services has failed to keep pace with the need.
- National surveys show a dire need for investments in victim service infrastructure and technology.
- Victim advocates were severely underpaid and overworked; VOCA funded each full-time staff position at less than $21,000 a year (which includes salaries, benefits—if any—and operating expenses).

The large increase in VOCA assistance funding requires long-term planning and efficient management. Since the enactment of the FY 2015 appropriations bill, states have been extensively engaged in planning for the ongoing use of these enormously needed resources by conducting needs assessments, strategic planning, surveys, and discussions with stakeholder groups. State VOCA programs are committed to using the increased funding as "catch-up" to existing programs, reaching out to many more programs that had not previously received VOCA support, increasing support for victim advocates, and enhanced training and infrastructure and technology improvements.

To be meaningful and effective, this progress must be continued with sustained funding.

Examples of States' uses of increased VOCA funding

Colorado	Civil legal services, housing and emergency funds. One-time funding for technology, equipment, furniture, shelter repairs;
District of Columbia	Expand emergency and victim services interpreter bank, district-wide hotline, hospital-based crisis intervention services, expanded access to trauma-informed mental health professionals.
Georgia	Increase advocate staffing and salaries; new case management systems for domestic violence/sexual assault centers; law enforcement-based victim advocates.
Indiana	Child advocacy centers, court-appointed special advocates, services in rural area. One-time technology improvements; police-based and shelter-based domestic violence and sexual assault advocates; expansion into underserved areas.
Iowa	Programs for victims of sexual assault, domestic abuse, homicide and other violent crimes; statewide hotlines and new chat line; increased salaries. One-time technology improvements.
Hawaii	Expand victim services through prosecutors' offices and local domestic violence and sexual assault programs.
Kansas	Increase crisis response agencies, law enforcement-based and prosecutor-based advocates; legal services, victims of labor and sex trafficking, rural victims, victims with disabilities and tribal victims.
Kentucky	Fill/restore vacant advocate, volunteer coordinator, therapist and forensic interviewer positions; state crisis line; technology improvements; expand services for child victims and people with disabilities; statewide legal assistance for victims.
Maryland	Bi-lingual advocates, shelters for elderly and individuals with disabilities; services for children and victims in rural areas; technology and infrastructure, including ADA compliance; expand services for victims of elder abuse, child abuse, ID theft and financial crimes, LGBTQ, gang violence, human trafficking, and hospital-based violence intervention programs
Massachusetts	50% increase in number of VOCA funded programs; funding directed to specialized child sexual

	abuse services and court-based domestic violence advocacy services.
Minnesota	Increase advocate salaries; restored previous 50% cut in funding; shelter beds, mostly in rural or communities of color; technology upgrades for non-profit and tribal grantees; expanded funding for legal services, child advocacy centers, and victim/witness advocates.
Montana	Increase staffing and wages; funding court-appointed special advocates and county victim notification systems.
Nebraska	Hire 65 new positions; target underserved populations, rural, young adult/college students and minorities; emergency legal assistance, safety planning, emergency short-term and extended stay shelters, court-appointed special advocates; upgrade technology and support for therapists, translators and emergency victim funds.
New York	"Model" office technology, improved case management, updated statewide victim notification system, child advocacy center equipment, hospital-based intervention for youth victims, elderly and young men of color; LGBTQ advocates; domestic violence legal services; hospital "comfort kits" for domestic violence and assault victims.
Ohio	Statewide rape crisis hotline and domestic violence relocation; child advocacy center emergency and long-term services for human trafficking survivors; additional rape crisis staff and expansion to counties without services.
Oklahoma	Increase staff for domestic violence, sexual assault, tribal programs and prosecutor- and police-based programs; two new Family Assistance Centers; transitional housing through non-profit and tribal programs; child advocates; equipment upgrades; volunteer coordinators for CASA programs; wraparound legal services; human trafficking programs; improved victim notification.
Oregon	Increase funding to domestic violence/sexual assault, District Attorney victim assistance programs and special population grants; expand funding for emergency services, legal assistance, mental health counseling; housing; new child advocacy intervention centers and juvenile victim assistance programs; expand VOCA availability to campus advocacy, court-appointed special advocates and MADD programs.
Rhode Island	Restore previous funding cuts; new sexual exploitation/trafficking task force; statewide law enforcement advocates; update statewide victim notification system; expanded emergency services and legal assistance; increase advocate salaries.
Texas	Additional children's advocate, therapists for victims of violent crimes, domestic violence and sexual assault; shelter for battered men, reduction of agency waiting lists; sex trafficking advocacy; 24/7 hotline for domestic/sexual violence survivors, legal advocacy; emergency shelter for child victims of abuse/neglect.
Vermont	Expand advocates for domestic violence, sexual assault, child abuse and under-served populations; establish a centralized legal assistance network ; recruitment and training of pediatric and adult sexual assault nurse examiners; build capacity of child advocacy centers.
Washington	Increase advocate compensation; expanding services to federally recognized tribes; innovative initiatives for services to victims of trafficking, child abuse, elder abuse, SANE programs, civil legal services and victim/witness assistance; language interpretation.
West Virginia	Increase advocate salaries and agency operating expenses; dating violence advocate in high schools; identity theft victim assistance; specialized elder abuse advocates; programs addressing ethnic/racial underserved victims; human trafficking, domestic violence specialists with adult and child protective services; children exposed to violence programs; legal assistance, transportation services, SANE nurses and sexual assault advocates in hospitals.
Wisconsin	Increase the number of advocates programs not previously VOCA funded; increase advocates' salaries/benefits; staff training (i.e. trauma-informed care, culturally specific, mental health); interpreters and translators; technology upgrades; funding for programs that serve culturally specific populations or traditionally underserved populations.

Victim Assistance Grants *(in thousands)*							
	2010	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**
TOTAL	**412,134**	**428,081**	**379,670**	**425,207**	**455,790**	**1,958,835**	**2,219,900**
Alabama	6,323	6,626	5,864	6,537	6,973	29,522	33,245
Alaska	1,364	1,410	1,307	1,416	1,484	4,909	5,476
Arizona	8,656	8,692	7,739	8,705	9,373	40,786	46,514
Arkansas	4,073	4,237	3,781	4,192	4,463	18,253	20,570
California	46,205	48,244	42,593	48,127	51,829	232,723	264,297
Colorado	6,713	6,945	6,214	6,995	7,555	32,553	37,272
Connecticut	4,851	5,081	4,499	4,995	5,315	22,025	24,699
Delaware	1,594	1,651	1,513	1,648	1,740	6,099	6,875
Dist. of Columbia	1,242	1,271	1,190	1,292	1,366	4,443	5,030
Florida	23,423	24,596	21,783	24,685	26,682	119,556	137,108
Georgia	12,654	12,916	11,461	12,920	13,880	60,930	69,338
Hawaii	2,102	2,243	2,035	2,243	2,380	8,996	10,148
Idaho	2,411	2,509	2,270	2,498	2,659	10,282	11,653
Illinois	16,464	16,944	14,872	16,620	17,750	77,587	87,164
Indiana	8,442	8,810	7,778	8,685	9,299	39,980	45,110
Iowa	4,219	4,404	3,920	4,349	4,638	19,095	21,552
Kansas	3,986	4,157	3,707	4,113	4,375	17,880	20,122
Kentucky	5,835	6,061	5,380	5,984	6,386	26,913	30,321
Louisiana	6,055	6,310	5,609	6,261	6,694	28,327	31,976
Maine	2,130	2,202	1,983	2,164	2,279	8,460	9,458
Maryland	7,548	7,899	7,009	7,867	8,439	36,267	40,977
Massachusetts	8,653	8,891	7,857	8,821	9,462	40,870	46,288
Michigan	12,828	13,167	11,529	12,874	13,751	59,808	67,368
Minnesota	7,012	7,297	6,469	7,235	7,758	33,160	37,494
Mississippi	4,150	4,303	3,826	4,237	4,505	18,419	20,665
Missouri	7,904	8,175	7,213	8,039	8,593	36,789	41,498
Montana	1,706	1,768	1,615	1,758	1,859	6,626	7,461
Nebraska	2,722	2,841	2,558	2,823	3,002	11,760	13,278
Nevada	3,768	3,961	3,541	3,954	4,236	17,491	19,981
New Hampshire	2,138	2,187	1,972	2,154	2,272	8,441	9,467
New Jersey	11,267	11,768	10,351	11,598	12,417	53,993	60,868
New Mexico	2,985	3,139	2,825	3,111	3,292	12,982	14,552
New York	24,664	25,335	22,238	25,002	26,814	118,676	133,904
North Carolina	12,100	12,721	11,284	12,709	13,687	60,012	68,179
North Dakota	1,300	1,362	1,264	1,376	1,469	4,926	5,601
Ohio	14,773	15,285	13,393	14,953	15,994	69,888	78,763
Oklahoma	5,059	5,308	4,734	5,276	5,656	23,709	26,859
Oregon	5,231	5,410	4,824	5,382	5,763	24,261	27,651
Pennsylvania	16,086	16,779	14,731	16,480	17,605	77,028	86,776
Rhode Island	1,802	1,849	1,674	1,815	1,908	6,815	7,618
South Carolina	6,140	6,428	5,726	6,414	6,894	29,421	33,495
South Dakota	1,505	1,543	1,420	1,543	1,631	5,606	6,285
Tennessee	8,286	8,633	7,651	8,583	9,198	39,696	44,979
Texas	31,144	32,726	29,173	33,126	35,915	161,830	185,615
Utah	3,943	4,042	3,646	4,075	4,384	18,113	20,690
Vermont	1,269	1,302	1,200	1,284	1,339	4,250	4,719
Virginia	10,247	10,754	9,542	10,749	11,561	50,331	56,993
Washington	8,741	9,118	8,128	9,135	9,835	42,761	48,821
West Virginia	2,750	2,875	2,572	2,823	2,983	11,574	12,928
Wisconsin	7,492	7,788	6,879	7,669	8,190	34,958	39,393
Wyoming	1,173	1,222	1,135	1,222	1,280	3,996	4,450
Puerto Rico	5,406	5,275	4,640	5,121	5,382	21,736	24,749
Virgin Islands	636	641	622	632	640	1,123	1,198
Am. Samoa	281	285	275	269	273	526	566
Guam	421	432	405	400	415	1,164	1,290
N. Mariana Isl.	264	262	251	264	269	508	553

Crime Victim Compensation

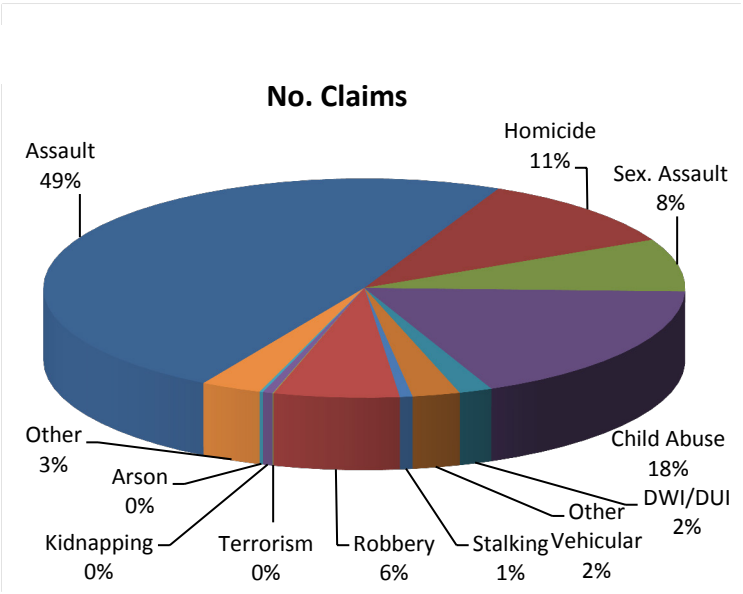
- **Benefits to victims of violent crimes for unreimbursed, out-of-pocket expenses directly related to the crime.**

- **VOCA grants are based upon 60% of compensation benefits paid with state funds.**

Compensation Claims, 2014:

Type of Crime	Total No. Claims	Domestic Violence Claims*	Amount Paid (State and VOCA)
Assault	64,992	26,791	$212,412,048
Homicide	14,538	1,369	57,729,781
Sexual Assault	10,401	900	12,703,162
Child Abuse	24,119		22,478,095
DWI/DUI	2,243		11,409,024
Other Vehicular	3,205		15,177,272
Stalking	851	454	901,272
Robbery	8,464	201	17,563,818
Terrorism	59		116,027
Kidnapping	680	195	1,004,244
Arson	231	52	455,262
Other	4,085	1,410	10,441,848
TOTAL	**133,686**	**31,372**	**$362,358,853**

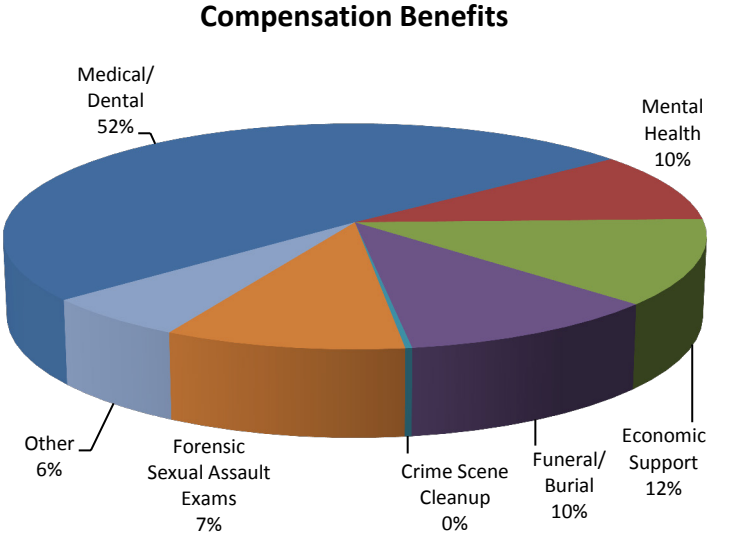
* Domestic Violence Claims included in Total No. Claims
Source: OVC 2014 VOCA National Performance Report



Compensation Benefits, 2014:

Expense:	Amount Paid
Medical/Dental	$201,710,166
Mental Health	39,837,416
Economic Support	48,939,977
Funeral/Burial	43,386,869
Crime Scene Cleanup	1,120,508
Forensic Sexual Assault Exams	39,270,231
Other	24,109,524
TOTAL	**$398,374,691**

Source: 2014 OVC VOCA National Performance Report



Crime Victim Compensation Grants *(in thousands)*							
	2010	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**
TOTAL	**198,043**	**180,890**	**178,147**	**159,067**	**137,398**	**141,290**	**165,433**
Alabama	1,297	1,052	840	1,063	453	900	916
Alaska	666	434	646	989	897	390	575
Arizona	1,249	1,234	731	1,010	896	1210	1,133
Arkansas	1,326	916	1,071	1,050	1,152	1271	893
California	38,693	28,715	34,183	32,374	23,651	20069	10,361
Colorado	4,671	4,567	4,445	4,578	4,675	4106	4,578
Connecticut	1,567	1,177	1,144	1,009	1,220	1192	1,155
Delaware	3,432	876	3,416	3,126	1,707	776	625
Dist. of	843	3,762	1,270	1,274	3,198	3331	2,733
Florida	13,192	11,094	9,053	5,935	3,872	4250	5,520
Georgia	8,034	7,850	7,896	8,417	4269	6684	6,393
Hawaii	208	385	276	330	150	229	91
Idaho	1,356	1,046	747	550	837	586	628
Illinois	15,501	9,335	6,896	2,563	4,818	4039	4,584
Indiana	2,707	1,718	1,387	2,122	2,338	3734	2,109
Iowa	3,224	2,061	2,112	2,222	1,852	2071	1,731
Kansas	1,488	2,061	1,119	551	1,041	719	373
Kentucky	650	651	951	322	339	217	160
Louisiana	863	833	386	607	404	484	506
Maine	180	156	272	181	197	220	197
Maryland	2,719	2,443	2,148	699	1,139	1813	1,638
Massachusetts	1,504	1,199	1,113	1,178	1,273	1249	41,431
Michigan	1,242	1,157	2,066	2,086	2,547	1695	1,430
Minnesota	1,227	802	924	581	641	718	813
Mississippi	1,116	1,889	2,219	1,865	972	750	910
Missouri	3,426	3,299	2,916	3,629	2,016	2410	2,087
Montana	266	225	432	389	391	277	309
Nebraska	36	19	8	18	66	117	134
Nevada	2,971	4,541	3,103	2,054	2,332	2449	2,049
New Hampshire	223	402	50	238	224	223	179
New Jersey	1,991	2,955	3,678	2,201	4,929	2384	4,548
New Mexico	861	866	660	729	650	663	560
New York	11,355	9,409	11,545	11,578	9,899	976	7,396
North Carolina	2,996	3,259	3,677	3,412	2,842	3558	2,820
North Dakota	179	272	170	432	238	356	132
Ohio	6,666	4,528	3,393	3,870	3,154	4857	3,931
Oklahoma	1,758	1,797	1,933	1,663	1,555	2558	1,522
Oregon	1,717	1,471	1,236	1,607	1,515	1518	834
Pennsylvania	4,448	4,089	4,386	3564	2,353	4475	4,480
Rhode Island	751	311	115	265	606	549	579
South Carolina	4,364	3,891	3,782	3,507	4,329	3940	1,901
South Dakota	161	88	279	305	176	235	30
Tennessee	5,181	3,848	4,991	5,650	4,937	4408	3,622
Texas	26,951	34,227	30,924	28,130	20,443	20523	25,037
Utah	2,887	2,296	1,861	1,901	2,409	2909	3,165
Vermont	208	338	205	185	189	250	274
Virginia	1,388	2,827	1,493	1,157	568	911	1,615
Washington	5,290	5,617	6,511	3,199	3,012	4192	2,313
West Virginia	1,477	893	1,191	881	1,157	1159	1,043
Wisconsin	934	1,103	1,445	1,266	1,969	2459	2,350
Wyoming	288	253	258	81	438	683	714
Puerto Rico	199	525	478	303	300	985	155
Virgin Islands	116	128	116	171	163	163	171

Other Programs Supported by the Crime Victims Fund

VOCA-Authorized Programs

Children's Justice Act (1986) - Up to $20 million in formula grants to improve the investigation and prosecution of child abuse cases; 85 percent awarded by DHHS to States; 15 percent by OVC for Native American grants.

United States' Attorneys Office victim/witness coordinators (2000) - VOCA funding for Federal victim/witness coordinators in United States Attorneys' Offices in each of 94 United States Attorneys' Offices (170 FTEs in 2011); Annual costs have ranged from $14.4 million in 2000 to $29.4 million in 2016.

F.B.I. victim assistance specialists (2001) - VOCA funding for victim assistance specialists in 56 F.B.I. field offices, 25 largest Resident Agencies and 31 across Indian Country (134 FTEs in 2011); Annual costs have ranged from $1.9 million in 2002 to $16.5 million in 2014 and jumped to $26 million in 2015.

Federal Victim Notification System (VNS) (2003) - Automated victim notification on case and offender status by USAO, FBI and Bureau of Prisons; VOCA funding ranged between $4.5 million n 2012 to $11.5 million in 2015.

Office for Victims of Crime Discretionary Grants (1986) - Five percent of annual cap after CJA and federal earmarks; at least half used for national scope training and technical assistance, demonstration projects, program evaluations, and compliance efforts and no more than half used for services to victims of Federal crimes.

(thousands)	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**
DOJ OIG						10,000	10,000
OVW							379,000
OJP M&A			55,594	52,586	57,706	53,427	78,055
CJA	19,441	20,000	20,000	20,000	20,000	20,000	13,365
USAO	23,332	23,440	21,537	21,637	21,900	26,525	29,376
FBI	14,636	15,752	16,209	16,341	16,500	26,124	17,293
VNS	5,300	4,786	4,485	4,418	4,500	11,455	4,033
OVC Disc.	32,115	32,051	29,359	30,751	31,220	113,345	125,544

Replenishment of Antiterrorism Emergency Reserve (AER) (2001) - Five percent of the Fund balance ("above the cap") is available (after other programs are funded) to replenish $50 million reserve available for supplemental assistance and compensation programs for victims of domestic and international terrorism or mass violence.

Not VOCA Authorized

Department of Justice Inspector General (DOJ OIG) – As part of the FY 2015 and 2016 appropriations, $10 million was provided each year to the DOJ Office of the Inspector General "for increased oversight and auditing activities associated with the anticipated increases in both funds available, and in the number of grant recipients."

Office on Violence Against Women (OVW) – In 2016, Congress transferred $379 million out of the Crime Victims Fund to OVW for its grant programs.

Office of Justice Programs Management and Administration (M&A) - Since 2012, Congress directed DOJ to use program funds, instead of a separate appropriation, to pay for grant offices' management and administrative costs. These costs are allocated to all OJP grant programs, including the Crime Victims Fund.

For more information about VOCA and the Crime Victims Fund, please contact:
Steve Derene, Executive Director, National Association of VOCA Assistance Administrators (NAVAA),
Tel: 608-233-2245; email: steve@navaa.org

City Commission Regular Meeting **11.c.**

Meeting Date: 10/01/2018

Re: Piggy Back Golf Course Maintenance Contract

Submitted For: Danny Visconti, Golf Course Manager, Indian Hills Golf Course

---

SUBJECT:

Approval to enter into a 3 year contract with International Golf Maintenance, Inc. (IGM) followed by two optional years consistent with the city of Lauderhill's contract for Golf Course Maintenance, RFP Number 2017-037 in an amount not to exceed $567,476.00 annually.

SUMMARY:

Due to the vastly improved conditions since October 2017, staff is recommending the City enter into a 3 year contract for the complete maintenance of the golf course followed by two optional years.

RECOMMENDATION:

Approve request to enter into a 3 year contract with IGM followed by two optional years.

ALTERNATIVES:

Prepare RFP to seek additional bids.

RESPONSIBLE STAFF:

Danny Visconti

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	405-4500-572-34-90
Amount:	$567,476.00

OTHER INFORMATION:

Fiscal Year 2019- Contract amount $567,476.00
Fiscal Year 2020- Contract amount $584,500.00
Fiscal Year 2021-Contract amount $593,268.00

Option Year 4- $602,167.00
Option Year 5- $611,199.00

Attachments

IGM Contract 2017
Lauderhill Contract
IGM Proposal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/24/2018 08:39 AM

Form Started By: Danny Visconti
Started On: 09/18/2018 02:41 PM
Final Approval Date: 09/24/2018

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO : **Nicholas C. Mimms, P.E., City Manager**

FROM : **James M. Messer, City Attorney**

RE : **Contract with IGM**

DATE : **September 19, 2017**

The attached final version of the subject agreement is approved as to legal form and correctness.

Attachment

cc: Linda Cox, City Clerk

INTERNATIONAL GOLF MAINTENANCE, INC.
5385 GATEWAY BLVD., SUITE 12
LAKELAND, FL 33811
800-413-5500
407-589-7200 407-589-7223 (FAX)

THIS MAINTENANCE AGREEMENT (the "Agreement") is entered into by and between INTERNATIONAL GOLF MAINTENANCE, INC. ("IGM"), and the City of Fort Pierce, the owner designated in Recital C below (the "Owner") as of the date set forth below as the effective date (the "Effective Date").

BACKGROUND FACTS

A. IGM is a service provider of agronomic, horticultural and recurring services for golf course facilities and has represented to Owner that it has the competency and experience to perform the services set forth in this agreement.

B. Owner is the owner of the golf course named Indian Hills (the "Course") and desires to engage IGM to provide services to the Course as more particularly described in this Agreement.

C. IGM has been selected through competitive process by Indian River County to maintain the golf courses and grounds at Sandridge Golf Club. Owner has reviewed the proposal and evaluation related to the selection of IGM by Indian River County and IGM has agreed to extend terms and conditions of its agreement with Indian River County to Owner. Owner agrees to enter into a contract with IGM without modification to the original terms as provided herein.

D. Owner's contact information and other summary information regarding this Agreement is:

OWNER: City of Fort Pierce, Florida
ADDRESS: 1600 S. 3rd Street
CITY/STATE/ZIP: Fort Pierce, Florida 34950
TELEPHONE: 772-467-3065
FAX:772-467-3841
COURSE NAME: Indian Hills
OWNER REPRESENTATIVE: Linda Cox, City Clerk
OWNER'S FEDERAL I.D. NUMBER:59-6000322
EFFECTIVE DATE: October 15, 2017

For IGM
International Golf Maintenance, Inc.
BY: Eric Burk
5385 Gateway Blvd., Suite 12
Lakeland, Florida 33811
Phone: 407-589-7200

AGREEMENT

In consideration of the mutual benefits to be derived from this agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows:

SECTION 1
SERVICES

1.1. Background Facts. The Background Facts are agreed to be true and correct are incorporated herein by this reference.

1.2. Services. During the Term (as hereinafter defined), IGM agrees to provide to Owner the services, including all labor, materials, uniforms and supplies required to perform such services, described in the Proposal Letter attached hereto as **Exhibit A** (the "Proposal") attached and incorporated by reference herein as Exhibit A subject to the specific terms and conditions of this Agreement (the "Services").

1.3. Agreement Regarding Scope of Services. IGM shall not, without owner's prior written approval, be required to exceed the Services described in Exhibit A or provide any additional services. Such written approval shall not be binding on IGM until the fee for such Services is agreed in writing by Owner. Owner agrees and acknowledges that the Services do not include, without limitation: (i) payment of the costs of any utility services to the Course or in connection with the Services, (ii) the costs of any material improvements or modifications to any irrigation system present on the Course, (iii) the cost of hauling any organic waste and/or debris from the Course, (iv) the cost of any modifications or capital improvements to the Course, (v) the repair or replacement of Course facilities, including shrubbery or trees that are damaged or destroyed by severe weather, or (vi) the cost of repair or replacement of property, real or personal, which is damaged through acts of vandalism or other criminal activity, unless such vandalism or criminal activity is directly caused by the affirmative acts of IGM. IGM shall not subcontract any work under this agreement without Owner's written permission. IGM shall not assign this contract without Owner's written permission.

1.4. Compliance with Laws. IGM shall comply with all applicable laws, ordinances and regulations related in the performance of its Services hereunder. Without limitation, IGM shall not violate any federal, state or local environmental laws, statutes, ordinances, codes, rules or regulations regulating the Services.

SECTION 2
TERM; EARLY TERMINATION

2.1. Term of this Agreement. This Agreement shall be effective for a period of one (1) year from the Effective Date, unless earlier terminated as provided herein (the "Term"). The Term being from October 15, 2017 and continuing through October 14, 2018. Any additional services requested by the City shall be completed in accordance with applicable authorization provided by the City.

2.2. Termination without Cause. During the first six (6) months of the Term, Owner may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to IGM. In the event of such termination, IGM shall be paid for services rendered to the City's satisfaction through the date of termination. After such date, Owner may terminate only for cause as set forth below.

2.3. Termination for Cause. Either party may, at its option, terminate this Agreement as provided herein in the event of material breach by the other party of this Agreement. A breach shall be "material" within the meaning of this Agreement if the breach is (i) a breach of a monetary obligation, including non-payment of sums due from Owner to IGM, (ii) a breach of any of the obligations described in Sections 1.1 – 1.4, 4, 5, 6, 7.8, 7.11 or 7.12 of this Agreement; or (iii) a breach which would have a material adverse affect on the other party. A termination under this provision shall be effective only upon a written notice, specifically identifying the breach on which termination is based as follows: (x) thirty (30) days after written notice if the breach is of any obligation other than payment provided such breach is capable of being cured and remains uncured at the end of the thirty (30) day period, and (y) five (5) days from receipt of written notice to cure any breach of a monetary obligation, including non-payment of sums due from Owner to IGM, if at the end of such period the breach remains uncured.

2.4. Limitation on Right to Terminate. In the event of any termination hereunder, Owner must pay, on or before the effective date of termination, IGM in full for all services performed by IGM through the date of termination, unless the amount of pay or the quality of services is in dispute.

2.5. IGM shall be responsible for all maintenance and repair of all equipment under this agreement, the cost of which shall not exceed $24,000. Equipment shall be repaired and maintained in accordance with manufacturers' standards or standards common to the industry

SECTION 3
FEES AND EXPENSES

3.1. Base Fee. For the Services rendered hereunder, Owner shall pay to IGM without set off or deduction, on or before the first Friday of each month in which Services are provided, the following fees (the "Service Fees"):

Year One	$ 567,476

together with sales, service, use or other taxes that may be attributable to such sum, which sum shall be divided equally and paid as provided herein. IGM shall be paid in 12 monthly installments on the first Friday of each month or if a Holiday, the first business day thereafter.

3.2. Fee for Additional Services. In the event Owner approves additional Services in accordance with Section 1.3 of this Agreement, IGM shall be entitled to charge and collect the additional sum agreed by the parties at the time such additional Service was approved by Owner together with sales, service, use or other taxes that may be attributable to such sum.

3.3. Interest on Late Fees. Each installment of the Service Fees shall be paid in accordance with Florida Prompt Payment Act, FS 218.70 *et seq.*

3.4. Taxes. Owner shall pay to IGM with each installment of the Service Fees set forth in Sections 3.1 and 3.2, all sales, service, use or other taxes, if any, which may be applicable to said fees as of the date of this Agreement. Any increase in such tax, or any sales, use or other taxes imposed on said fees as a result of new legislation, authoritative interpretation, or regulatory activity after the date of this Agreement, shall be the responsibility of Owner and shall be included with, and be a part of, each installment of the Service Fees.

SECTION 4
INSURANCE

4.1. Insurance Requirements for IGM. IGM will maintain, at its own expense, during the performance of the work covered by this Agreement, and shall provide the City with evidence that IGM has obtained and maintains the insurance listed below.

(a) Minimum Scope of Insurance

1. Worker's Compensation as required by the State of Florida. Employer's Liability of $100,000 each accident.
2. General Liability $1,000,000 combined single limit per accident for bodily injury and property damage. City shall be named as an additional insured.
3. Auto Liability $1,000,000 combined single limit per accident for bodily injury and property damage for owned and non-owned vehicles. City shall be named as an additional insured.

(b) IGM's insurance coverage shall be primary.

(c) All above insurance policies shall be placed with insurers with a Best's rating of no less than A + VII. The insurer chosen shall also be licensed to do business in Florida.

(d) The insurance policies procured shall be per occurrence policies or as generally available on the open market.

(e) The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the City of Fort Pierce Risk Management Department within ten days of execution of this Agreement.

(f) The insurance companies selected shall send written verification to the City of Fort Pierce Risk Management Department that they will provide 30 days written notice to the City of Fort Pierce Risk Management Department of its intent to cancel or terminate said policies of insurance.

(g) IGM hereby agrees to indemnify City of Fort Pierce and Representatives thereof from all claims arising solely from intentional, reckless or negligent acts, errors or omissions of the IGM or IGM's Representatives in the performance of services under this agreement and for which IGM is legally liable.

4.2. Insurance Requirements for Owner. IGM acknowledges that Owner is a political subdivision of the State of Florida and as such, is entitled to certain protection from liability under Florida law. To the extent allowed by law, the Owner herby agrees to indemnify IGM from claims arising from the negligent acts, errors or omissions of the Owner in the performance of the Services under this agreement and for which Owner is legally liable. Additionally, the City

herby states that its improvements are adequately insured against loss whether through self insurance or excess coverage.

4.3. Disclaimer. Owner acknowledges and understands that IGM has made no representations or warranties that the insurance specified in this Agreement is adequate to protect Owner.

4.4. Notice Of Claims. Owner and IGM shall give prompt notice to the other of any third party claims made against either or both of them, and shall cooperate fully with each other and with any insurance carrier to the end that all such claims will be properly investigated, defended and adjusted.

SECTION 5
OWNER RESPONSIBILITIES

5.1. Obligations to Provide Facilities. Owner, at its sole cost and expense, shall be responsible for providing safe and adequate facilities required by IGM to perform the Services under this Agreement. These facilities shall include, without limitation, workspace and other facilities that adhere to current federal and state safety standards. Owner shall cooperate at all times with IGM to provide a safe and adequate work environment for IGM employees and others who work on or around the Course. IGM has inspected Owner's facilities and agrees that they are adequate facilities needed to perform the services under this agreement and the facilities adhere to current federal and state safety standards.

5.2. Utilities, Repairs, Modification. Additionally, Owner shall be wholly responsible for the provision of necessary utilities to the Course and work areas, for repairs and material improvements or modifications to any Course irrigation systems, for the pressure regulation valve and all pumps, systems and other facilities "upstream" from said valve, for the cost of hauling organic waste and/or any debris away from the Course, and for repairs required by any acts or omissions of third parties.

5.3. Compliance with this Agreement. During the Term, Owner will not:

(a) Within ten (10) days of the date due, fail to make or cause to be made any payment to IGM required to be made hereunder or to make any payment pursuant to any other agreement between the parties;

(b) Fail to keep, observe or perform any agreement, term or provision of this Agreement to be kept, observed or performed by it;

(c) After a casualty, fail to restore one or more golf holes, the clubhouse, maintenance building, or any material service of the Course to normal operation with six (6) months after casualty, if possible;

(d) Suffer the termination, revocation or suspension of the licenses required for the operation of the Course for a period of one-hundred eighty (180) days consecutively;

(e) Default after any applicable grace period or notice and cure periods under any applicable debt document with respect to the Course.

SECTION 6
DEFAULT; REMEDIES

6.1. Default by IGM. In the event IGM is in default under the terms of this Agreement, after thirty (30) days written notice and opportunity to cure, Owner may, in addition to any right of termination provided in Section 2 of this Agreement, maintain an action for actual direct damages arising from the default.

6.2. Default by Owner. In the event that Owner is in default under the terms of this Agreement after any grace period or notice and cure period expressly provided herein, IGM may, in addition to any right of termination contained in Section 2 of this Agreement, exercise any right or remedy available at law or equity including, without limitation, an action for damages arising out of the breach.

SECTION 7
MISCELLANEOUS

7.1. Any written consent, approval or instruction issued by Owner's representative identified in Recital D of this Agreement shall be binding to the same extent as if given by Owner. Owner may change the designated Owner's representative by written notice to IGM.

7.2. In connection with this Agreement, the parties agree to cooperate in good faith and to perform no act, or allow any omission, which would inhibit the other party from performing its obligations under this Agreement.

7.3. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

7.4. This Agreement, together with Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Owner and IGM by their respective duly authorized representatives.

7.5. Any notice which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address shown on the First Page of this Agreement. If Owner or IGM wish to change its respective address for purposes of notice under this Agreement, they may do so by giving to the other written notice of change of address.

7.6. Nothing in this Agreement shall be construed to create a partnership, a joint venture or agency relationship between the parties. Neither party shall have any authority to enter into agreements on behalf of the other, or otherwise to bind or obligate the other in any manner. The language of this Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its drafting.

7.7. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof,

and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

7.8. The Owner agrees that it will not, while this Agreement is in effect directly employ, hire, or engage any person who shall have been an employee, of IGM during the term of this Agreement without express written permission from IGM. Current employees of Owner at the time of execution of this agreement are exempt from this provision.

7.9. All payments under the Agreement to IGM from Owner shall be due at IGM's offices in Polk County, Florida. The parties further agree that any litigation arising from this Agreement shall also be brought in St Lucie County, Florida.

7.10. In the event of acts or occurrences caused by Owner or beyond the control of IGM, including, without limitation, strikes, labor disturbances, acts of God, fire, flood, riots, hurricanes, ice storms, severe, unusual or unseasonable weather or climatological changes that prevents IGM from performing its duties under this Agreement, IGM shall be excused from the performance of affected Services under this Agreement during the period of such acts or occurrences and for reasonable times thereafter, unless IGM and Owner can agree on such other duties that can be performed by IGM. Still, Owner shall be liable to pay the monthly fee due IGM under this Agreement less any sums that IGM can save through good faith efforts to mitigate its costs during such period. If IGM is unable to perform its duties under this agreement for more than 15 consecutive days due to the acts or occurrences, Owner may terminate this agreement. Without limitation, the parties agree that Services to be performed by IGM hereunder are to be performed essentially in concert with nature, and that unusual or severe weather may inhibit attainment of the goals set forth in Exhibit A, the Proposal. Additionally, the parties agree that the Owner shall be responsible for the repair or replacement of Course facilities, including shrubbery and trees, which may be damaged by unusual or severe weather. In the event that unusual or severe weather or conditions which cause IGM to recommend the closing of the Course to play, Owner agrees to bear the risk of any damage which results from refusal by Owner to heed such warning.

7.11. IGM may identify the Course as a golf course to which IGM is providing Services. It is recognized that the name "International Golf Maintenance, Inc." and the initials "IGM," together with any other names, logos or designs owned by IGM or any of its affiliates and used in connection with the Services, together with appurtenant goodwill, are the exclusive property of IGM or its affiliates (collectively, the "IGM-Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of IGM under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use IGM-Owned Names in the operation of the Course or otherwise. In the event of any breach of this covenant by Owner, IGM, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief.

7.12. In the event of the sale or other transfer of control over the Course, Owner will assign this Agreement to the purchaser or transferee, and upon such assignment and the written assumptions by the purchaser of all the obligations of Owner to IGM hereunder, Owner shall be fully released and relieved of all obligations hereunder arising from and after the date of the assignment.

7.13. Permits, fees and licenses necessary for the performance of work by IGM will not be waived by the City, and IGM shall be responsible for obtaining, and shall pay for, any such required permits, fees and licenses for its employees.

7.14. IGM covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict with its performance, or services required to be performed, under this Agreement. IGM further covenants that, in the performance of this Agreement, no person having any such conflicting interest shall be employed by IGM.

7.15. IGM warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for IGM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or Firm, other than a bona fide employee working solely for IGM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the City shall have the right, but not duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

7.16. IGM agrees to maintain all books, documents, papers, records, and accounts pertaining to work performed under this Agreement, including property, personnel, and financial records, as are deemed necessary by the City to insure proper accounting for all funds expended under this Agreement and in such manner as will readily conform to the terms of this Agreement. Said records and materials shall be available, upon request for audit or inspection purposes to the City of Fort Pierce, its authorized representatives, and its auditors at IGM's office at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment.

7.17. IGM agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.18. It is agreed upon by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of IGM to the City is that of independent contractotr, and not that of employee. No statement contained in this Agreement shall be construed to define IGM or any of its employees as an agency or employee of the City. IGM shall not be entitled to any of the rights, privileges or benefits of the City of Fort Pierce agencies or employees.

7.19. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 8
PUBLIC RECORDS

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

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

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

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

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

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

BY SIGNING BELOW, OWNER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH HEREIN. OWNER FURTHER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE STRICTLY BOUND THEREBY.

DATED this _____day of _____, 2____.

Witnesses:

INTERNATIONAL GOLF MAINTENANCE, INC.

_____
Print Name:_____

By:_____
Print Name:_____
As its:_____

_____
Print Name:_____

Witnesses:

_____
Print Name:_____

_____
City of Fort Pierce/Owner

_____
Print Name:_____

By:_____
Print Name:_____
As its:_____

Date of Execution:_____

EXHIBIT "A"

International Golf Maintenance, Inc.
5385 Gateway Boulevard, Suite 12 • Lakeland, Florida 33811
(800) 413-5500 • (407) 589-7200 • Fax: (407) 589-7216

www.igminc.net

June 30, 2017

Linda W. Cox, MBA, CMC
Assistant City Manager
City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950

Dear Ms. Cox:

Thank you for inviting us to visit Indian Hills. We appreciate your interest in IGM's golf course maintenance services, and we are prepared to help you improve your golf course maintenance operation through a turn-key maintenance agreement.

As you know, three IGM representatives have visited the course over the last week. The greens were healthy, but the rest of the course was in need of attention. Based on our review of your current operation, we foresee an opportunity to help you improve the course by accomplishing the following –

- Providing comprehensive training, professional oversight and a set of standard operating procedures for an onsite staff
- Directing resources on playable areas of the course where guests focus the majority of their attention, i.e. down the middle
- Compile and prioritize a repair and maintenance plan as well as a replacement plan which will protect the City's assets
- Implement an agronomic plan that will help improve turf coverage on tees, fairways and roughs.

Eventually, we would like to apply our eye for detail and improve the overall presentation of the course along the property lines and in the outer roughs. This will be a work in progress as there is much to do "down the middle".

We have performed a man-hour estimate and compiled a supply budget based upon the expectations you expressed to me during our meeting on June 21 and based on the deficiencies we found in the current maintenance operation.

We will supply the following resources and services to Indian Hills –

Personnel

IGM is accountable for the human resource requirements and will have the responsibility of hiring and retaining adequate personnel with the appropriate skills to satisfy the maintenance demands. With coordination of City representatives, IGM will interview the current maintenance employees and give them an opportunity to continue gainful employment at the course under the direction of IGM.

With this in mind, IGM will be responsible for –

- Payroll
- Payroll taxes
- Workers' compensation insurance
- Benefits for our staff, which may fluctuate based on Healthcare Reform and the number of employees who elect coverage.

We estimate that the following positions will be needed at your facility in order to perform the maintenance services –

Superintendent	1
Foreman	1
Equipment Technician	1
Greensmen	4
Greensmen – Seasonal during growing season	2

Materials and Supplies

Through relationships with the industry's top vendors, we are able to purchase materials and supplies most efficiently. IGM proposes to supply the following resources as part of our program –

- Insecticides
- Herbicides
- Fungicides
- Fertilizers
- Topdressing and divot sand
- Fuel and lubricants for the maintenance equipment
- Tee and green play supplies such as ball washer fluid, cups, flags, and sticks
- Hand tools (shovels, rakes, etc)
- Janitorial supplies for the maintenance facility
- Employee uniforms
- Aquatic weed maintenance.

A reliable equipment fleet is extremely important for maintaining consistent golf course conditions. Given the age and hours of the equipment fleet at Indian Hills, IGM can develop a

realistic replacement plan, and IGM can even include the replacement expense within a maintenance agreement. This is a point of discussion for further down the road. However, it was evident during our visits to the property that a reliable rough mower is badly needed. IGM will provide a rough mower to improve operations and course playability within the cost of this preliminary proposal.

City Provided Supplies and Services

IGM will require the course to provide the following resources to support our operations –

- Use of the maintenance facility and any shop tools that the City owns. This will require the City to provide facilities adequate to store fuel, fertilizer and pesticides
- Use of the golf course maintenance equipment fleet
- Costs for any repair and/or replacement of irrigation wells and pumps
- Utility services (water costs, electrical costs, and inorganic and organic refuse collection) to operate the golf course irrigation system and the maintenance facility
- Costs for any repairs to the golf course and its related amenities resulting from acts of nature or vandalism.

Capital Projects

Capital projects that are required from time to time to maintain the infrastructure of the facility will be addressed on a project-by-project basis. IGM will work with City representative(s) to ensure that all projects be performed in a professional manner and within a pre-determined budget. IGM will provide expertise as an added benefit to IGM's maintenance services, and when possible, IGM will work to complete projects with existing staff if trading out routine maintenance duties is possible.

Service Proposal

With IGM as your maintenance partner, we absorb the fluctuation in expenses that are required to maintain consistent conditions from season to season. IGM's costs are predetermined allowing you cost containment and predictability. An outline of specific inclusions and exclusions is below.

Contract Information	Description
Annual Contract Price	**$567,476**
Utilities - Water	Provided by City
Phones / Internet / IT Support at Maintenance	Provided by IGM
Insurance	General Liability / WC provided by IGM

Capital Projects	Provided by City - IGM will assist with planning, budgeting and oversight
Invoicing / Payment	Monthly
Equipment / Irrigation	**Description**
Maintenance Facility	IGM to use facility and storage areas
Equipment Supply	Provided by City w/ IGM providing a rough mower
Inventory Records	Provided by IGM
Equipment and Irrigation Maintenance and Normal Repair	Provided by IGM
Pump Station and Well Repair and Maintenance	Provided by City
Fuel for Maintenance Operations	Provided by IGM
Employees	**Description**
Background Checks	Provided by IGM upon hire
Uniforms	Provided by IGM
Employee Training Program	Included
Job Safety Program	Included
Activity Reports (Quality, Field)	Included - Daily verbal - Monthly written recap
Routine Services	**Frequency**
Mow Greens	7x per week
Mow Tees, Collars and Approaches	3x per week
Mow Fairways	2-3x per week
Mow Tee and Green Slopes	1-2x per week
Mow Rough	1x per week
Rake Bunkers	4x per week
Change Cups and Tee Markers	5x per week unless rounds do not exceed 50 during the previous day
Accessories/Materials/Services	**Description**
Regulation and Practice Flags	Included - 1x per year
Regulation and Practice Flagsticks	Replaced 1x per year

Regulation and Practice Cups	Replaced 1x per year
Signage	Repair included if possible, replacement provided by City
Bunker Rakes	Repair and as-needed replacement included
Bunker Sand	Provided by City if needed
Soil Tests	Included
Topdressing and Divot Sand	Included
Wall, Bridge and Water Feature Repair	Provided by City if needed
Fungicides	Included
Herbicides	Included for irrigated areas
Insecticides	Included
Fertilizers	Included
Tree Pruning	Included to a height of 12 feet
Cart Path Repair	Provided by City
Disposal of Organic and Inorganic Debris	Provided by City

It is our objective to find a mutually agreeable price for the delivery of these maintenance services. As in all of our maintenance operations, IGM strives to ensure that our golf courses are maintained at the highest possible standard within the budget. If you would like to discuss various maintenance frequencies and optional services, we will be happy to make changes to the plan in order to help you achieve your goals.

Please let us know if we can answer any questions regarding this initial proposal, and we hope to be serving you in the near future.

Best Regards,

Steve Gano
Vice President of Operations

RESOLUTION NO. 17R-11-299

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF THE EVALUATION COMMITTEE FOR GOLF COURSE MAINTENANCE PURSUANT TO RFP 2017-037, AS RECOMMENDED BY THE EVALUATION COMMITTEE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE SELECTED FIRM AS RANKED; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 001-717-03110; PROVIDING FOR AN EFFECTIVE DATE, (REQUESTED BY CITY MANAGER, CHARLES FARANDA)

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. The following is ranked to be negotiated with to provide golf course maintenance services for the City of Lauderhill pursuant to RFP #2017-037, as recommended by the Evaluation Committee, since it was the only proposal received in response to the RFP:

1. INTERNATIONAL GOLF MAINTENANCE.

SECTION 2. The City Commission hereby authorizes the City Manager, or any designee thereof, to negotiate an agreement with the selected firm to golf course maintenance on an as needed basis pursuant to RFP #2017-037 for the City of Lauderhill. If an agreement cannot be reached with the selected firm, then the City Manager, or his designee, shall go out to re-bid if no other firms are ranked, until all services are under contract.

SECTION 3. Payment shall be made from the appropriate Budget Code Number on an as needed basis.

SECTION 4. This Resolution shall take effect immediately upon its passage.

DATED this 27 day of November, 2017.

PASSED AND ADOPTED on first reading this 27 day of November, 2017.

PRESIDING OFFICER

ATTEST:

CITY CLERK

MOTION	Bates
SECOND	Thurston
M. BATES	Yes
H. BENSON	Yes
H. BERGER	Yes
K. THURSTON	Yes
R. KAPLAN	Yes

Approved as to Form

W. Earl Hall
City Attorney

City of Lauderhill

City Hall
5581 W. Oakland Park Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 12R-2542

File ID:	12R-2542	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	Finance Department
				File Created:	11/02/2017
File Name:	GOLF COURSE MAINTENANCE			**Final Action:**	

Title: RESOLUTION NO. 17R-11-299: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF THE EVALUATION COMMITTEE FOR GOLF COURSE MAINTENANCE PURSUANT TO RFP 2017-037, AS RECOMMENDED BY THE EVALUATION COMMITTEE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE SELECTED FIRM AS RANKED; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 001-717-03110; PROVIDING FOR AN EFFECTIVE DATE, (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Notes:

Sponsors:	Faranda	**Enactment Date:**	
Attachments:	RES-17R-11-299-ranking-golf course maintenance.pdf, ORIGINAL RFP 2017-037 GOLF COURSE MAINTENANCE, IGM PROPOSAL	**Enactment Number:**	
Contact:		**Hearing Date:**	
*** Drafter:**	tdorsett@lauderhill-fl.gov	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Commission Meeting	11/27/2017					

Text of Legislative File 12R-2542

RESOLUTION NO. 17R-11-299: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF THE EVALUATION COMMITTEE FOR GOLF COURSE MAINTENANCE PURSUANT TO RFP 2017-037, AS RECOMMENDED BY THE EVALUATION COMMITTEE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE SELECTED FIRM AS RANKED; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 001-717-03110; PROVIDING FOR AN EFFECTIVE DATE, (REQUESTED BY CITY

MANAGER, CHARLES FARANDA).

Request Action:
A RESOLUTION IS REQUESTED FROM THE CITY COMMISSION TO APPROVE THE RECOMMENDED RANKING OF THE EVALUATION COMMITTEE FOR RFP 2017-037 GOLF COURSE MAINTENANCE, WHILE AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF A CONTRACT WITH THE RANKED AND RECOMMENDED FIRM INTERNATIONAL GOLF MAINTENANCE (IGM).

Need:
ACTION IS NEEDED FOR SELECTED FIRM TO PROVIDE MAINTENACE TO THE LAUDERHILL GOLF COURSE.

Summary Explanation/ Background:
THE CITY OF LAUDERHILL'S PARKS AND LEISURE SERVICES DEPARTMENT SOUGHT QUALIFIED CONSULTING FIRMS TO PROVIDE MAINTENANCE SERVICES FOR THE LAUDERHILL GOLF COURSE. THIS PROCESS ALLOWED STAFF TO EVALUATE THE WORK AND RESPONSIVENESS OF THE PROPOSER WITH AN EYE TO IMPROVING THE APPEARANCE AND FUNCTION OF THE GOLF COURSE.

DURING THE RELEASE OF THE RFP, THE STAFF RECEIVED ONLY ONE (1) PROPOSAL. WITH THIS, THE EVALUATION COMMITTEE ACCEPTED THE PROPOSAL RECEIVED FROM INTERNATIONAL GOLF MAINTENANCE.

Attachments:
1) ORIGINAL BID 2017-037 GOLF COURSE MAINTENANCE
2) IGM PROPOSAL

Cost Summary/ Fiscal Impact:
FUNDS ARE ALLOCATED TO BUDGET CODE NUMBER 001.717.03110

Estimated Time for Presentation:
NONE

Master Plan:

Goal 1: Clean, Green Sustainable Environment
[ ] Increase mass transit ridership [ ] Reduce City energy consumption
[ ] Reduce water consumption

Goal 2: Safe and Secure City of Lauderhill
[ ] Crime in lower 50% in Broward [ ] Residents feel safe in neighborhood
[ ] Reduce emergency fatalities

Goal 3: Open Spaces and Active Lifestyle for all ages
[ ] Increase participation in youth sports [ ] Add new park land and amenities
[ ] Increase attendance at cultural programs and classes

Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas
[ ] Increase commercial tax base [ ] Increase employment in Lauderhill businesses

[ ] Decrease noxious and blighted uses in commercial areas

Goal 5: Quality Housing at all Price Ranges and Attractive Communities

[ ] Neighborhood signs and active HOAs [ ] Housing & streets improved, litter reduced

[ ] Increase proportion of single family homes and owner occupied housing

Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity

[X] Improves City efficiency [ ] Increase use of Information Technology

[X] Increases residents perception of Lauderhill as an excellent place to live

Request for Proposal
RE-BID RFP# 2017-037

GOLF COURSE MAINTENANCE SERVICES

The City of Lauderhill
For
Parks and Leisure Services (PALS)

City of Lauderhill

purchasing@lauderhill-fl.gov

Visit us on the web at

www.lauderhill-fl.gov

Advertise Dates: July 30, 2017 & August 6, 2017

Opens: August 30, 2017

Date Issued

July 31, 2017

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed proposals for the following work as specified:

RE-BID RFP NUMBER #2017-037
GOLF COURSE MAINTENANCE SERVICES

The City of Lauderhill will be accepting sealed proposals until 2:45 PM on **August 30, 2017** and will open such proposals at 3:00 P.M. in Room 135, City Hall, 5581 West Oakland Park Blvd., Lauderhill, Florida 33313. ***Proposals received after 2:45 P.M. EST will not be considered and will be returned to the proposer unopened.***

The City of Lauderhill is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide total maintenance for the Lauderhill Municipal Golf Course.

Proposals will be ranked on a combined qualification and pricing for proposal RE-BID RFP 2017-037 Golf Course Maintenance Services, Contract(s) will be awarded to the highest ranked Contractor as described in the Instruction to Proposers. Contract is non-exclusive agreement with term of two (2) years with two one (1) year extensions.

The RFP Documents may be examined and obtained on and after **July 31, 2017** at the Finance Department, 5581 West Oakland Park Blvd., Room 230, Lauderhill, Florida 33313. Vendors who obtain solicitation documents from sources other than the Finance Department are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department.

One (1) unbound original, four (4) bound copies and one electronic in PDF format of the proposal must be submitted no later than 2:45 P.M. on **August 30, 2017** in sealed envelopes bearing the words "**GOLF COURSE MAINTENANCE SERVICES**" and shall be submitted to the City Clerk's Office, City of Lauderhill, 5581 West Oakland Park Boulevard, Suite, 421 Lauderhill, Florida 33313. **E-mailed and faxed proposals will not be accepted.**

Responsible questions regarding this RFP offering may be directed to Purchasing Department at purchasing@lauderhill-fl.gov. The last date for questions pertaining to this proposal is **August 23, 2017**. Questions after this date will not be answered.

A mandatory pre-proposal meeting will be held at **9:00 A.M. August 10, 2017** at City Hall, 5581 West Oakland Park Blvd., Room 135, Lauderhill, Florida 33313.

All proposers must register with the City online. The direct link is **http://www.lauderhill-fl.gov**
A liquidated damages clause outlining the extent and outcomes of non-compliance will be included and **rigorously enforced** on this project.

RE

CITY OF LAUDERHILL
Kentrea White

Kentrea White
Purchasing Agent **Advertised dates: July 31, 2017 & August 6, 2017**

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STATEMENT OF NON- PARTICIPATION
Proposal NO.: RE-BID RFP 2017-037
GOLF COURSE MAINTENANCE

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Purchasing Division
City of Lauderhill
5581 W. Oakland Park Blvd. Suite 230
Lauderhill, FL. 33313

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- ☐ Specifications proprietary
- ☐ Cannot supply at this time
- ☐ We do not carry this item
- ☐ We do not provide this service
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirements
- ☐ Other

Please keep us on your bid list for future projects _____yes _____no

Signature: _____

Name of Company: _____

Address: _____

SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

1.1 **City:** The City of Lauderhill, Florida.

1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.

1.3 **Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.

1.4 **Evaluation/Selection committee**: City staff and/ or outside consultants assigned to evaluate the submitted proposals.

1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.

1.6 **Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.

1.7 **Purchasing Office**: The Purchasing Division-Department of Finance of the City of Lauderhill.

1.8 **"Provider", "Bidder", "Contractor", or "Successful Proposer" or "Consultant":** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.

1.9 **Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.

1.10 **Request for Proposal, RFP", or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.

1.11 **Request For Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.

1.12 **Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

1.13 **Work, Services, Program, Project, or Engagement**: All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

SECTION 2 – SCOPE OF SERVICES

2.1 Overview: The City of Lauderhill, Florida desires to enter into a contract with a qualified firm for the maintenance of the Lauderhill Municipal Golf Course, for the Lauderhill Parks and Leisure Services Department.

2.2 Scope: The specifications contained herein are intended to indicate the minimum practices necessary for proper maintenance of the Lauderhill Municipal Golf Course. The following minimum maintenance standards are intended to provide the golfing customers with a consistent and acceptable level of course conditioning through employment of agronomical sound and environmentally sensitive routine management programs and practices. Nothing in these specifications shall be interpreted to limit the responsibilities of the Contractor from carrying out additional measures required to meet the intent and quality level specified.

General Provisions:

a. Furnish all labor and materials to maintain the Lauderhill Municipal Golf Course and other common areas to the highest quality of maintenance possible in accordance with the parameters contained herein. Maintain all equipment in working order and according to the manufacturers recommended maintenance schedules. This shall include, but not be limited to, keeping detailed records of the maintenance performed on each major piece of equipment.

b. Areas of maintenance include, but are not limited to greens, tees, approaches, collars, fairways, roughs, cart paths, driving range tee, practice areas, lakes, water hazards, course facilities grounds, clubhouse grounds and along roadways. Inclusive of this contract is the maintenance of turf, shrubs, plants, trees, Petanque Courts and the Storage Barn.

c. All equipment will be furnished by the Contractor.

2.3 Specification:

The Contractor shall:

a. Propose and execute corrective actions to bring substandard areas of the golf course up to the standards reflected in this document.

b. Shall furnish all labor and supervision to professionally maintain and improve upon the existing course in accordance with the specifications of this RFP.

c. Will perform all normal functions, which are essential to providing quality playing conditions, i.e.: greens mowing, cup changing, moving tee markers, grooming, etc.

d. Will develop and perform necessary turf management programs to maintain and improve playing conditions.

e. Be responsible at its own costs for both materials and labor for the immediate repair of any damage to City property that is caused by the Contractor. Repairs will be made in a manner which restores the damaged area/facility to its original condition or better.

f. Will be required to regularly evaluate the courses and make recommendations for capital improvements. The City at its option, can acquire additional services from the Contractor to make

needed improvements. This recommendation must be submitted in writing on or before March 1 of the current year, to allow funds to be budgeted for the following fiscal year.

2.4 Supervision: Contractor shall maintain and supervise working personnel at the golf course. Maintenance activities shall be coordinated with the City's representative. The Contractor will make work assignments necessary to meet the direction provided by the City's representative. Contractor shall make seasonal or other required adjustments.

2.5 Work Hours:

a. The schedule of work hours for accomplishment of maintenance services must conform to the requirements of the City and must have the approval of the City's representative.

b. The Contractor shall furnish advance weekly work schedules to the City's Representative one week prior to performing its maintenance work. Such advance weekly work schedules shall contain a blank space for the City's representative to approve the acceptability of such a schedule. In addition, the Contractor shall also furnish an advance monthly master scheduling plan setting forth the proposed work schedule for the upcoming month to the City's representative.

c. In the event of a natural disaster, i.e.: hurricane, etc., the City may issue written authorization to the Contractor to allow overtime as approved by the City to prepare and repair the golf course.

2.6 City Representative: The City's Parks and Leisure Services Director or designees will be the City's representative. This representative will be the direct liaison between the City and Contractor. The City representative may conduct bi-monthly inspections of the site, including but not limited to hole by hole and following up by a written recommendation of areas that need improvement.

2.7 Professional Turf Consultant: The City reserves the right to contract with a professional Turf Consultant at any time during the performance of this contract to evaluate the maintenance practices and agronomics. This is to insure that the Contractor is following all technical programs set forth within the subsequent agreement.

2.8 Personnel:

a. The Contractor shall employ qualified personnel whose work history includes successful employment in the performance of golf course maintenance.

b. The Contractor shall orientate and train all employees in the schedules, philosophies and public relations concerns of the City and those personnel shall conduct all work operations and dealings with the public in a courteous manner. Each employee of the Contractor shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.

c. All uniform (style) selections for Contractor employees must be approved by the City. All employees of the Contractor must be properly uniformed while at the golf course. Such uniforms must identify employees as the employees of the Contractor and include name and identification on the uniform.

d. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel and the types of positions proposed.

e. During all normal working hours, and during execution of the work, the Contractor shall have on the job a responsible and competent staff person with authority to speak and act for the Contractor.

f. The Contractor is required to do background checks on all personnel working on this project.

g. The Contractor understands and agrees that the City has the right to remove any personnel that was hired by the Contractor if the City is not satisfied with their performance, behavior, etc.

2.9 Contractors Minimum Maintenance Standards:

Putting Greens:

All of the putting greens are to be maintained to provide a full and uniform turf cover along with a firm but not hard surface condition. An integrated pest management program will be used at all times to maintain a weed-free condition and prevent insect and disease damage. Mowing patterns must be established to ensure straight lines and neatly defined perimeters. Integrated surface management practices (mowing, rolling, verticutting and topdressing, etc.) shall be conducted to provide a consistent smooth and true ball roll and a speed in the range of 8.5 to 9.5 feet as measured using a USGA Stimpmeter. During periods of reduced growth or environmental stress, conservative procedures are acceptable.

Mowing Equipment - Triplex or walk-behind putting green mowers.

Mowing Frequency-Six to seven times per week. Alternating mowing and rolling of the putting greens is also an acceptable program.

Height of Cut - 0.120 to 0.150-inch for ultra dwarf Bermuda grass putting greens and 0.140 to 0.180-inch for Tifdwarf/Tifgreen Bermuda grass.

Vertical Mowing - Every two weeks when sustained turf growth is occurring. Also to aid in minimizing grain, mower mounted brush or groomer attachments should be routinely used throughout the year.

Topdressing - Every two weeks when sustained turf growth is occurring and preferably following vertical mowing. The topdressing sand must have the same particle size distribution as the root zone mix of the putting greens and also conform to USGA guidelines. An application rate of 0.5 to 1.0 cubic feet per 1,000 square feet should be used for routine topdressing and the sand uniformly incorporated into the turf canopy.

Turf grass Growth Regulator - Applications should be conducted on an every five to seven day interval when sustained turf growth is occurring.

Hole Locations - Hole locations will be made in accordance with USGA recommendations and changed daily using a written rotation plan. Cup liners, flag poles and flags are to be uniform, clean and in good repair.

Ball Marks - Repaired daily and preferably prior to routine mowing

Aeration - The summertime core aeration program should be designed to impact a minimum of 20% of the total putting surface area annually. Depending on tine size and the number of holes per square feet produced, three to four replications between April and October can be required. The aeration cores and debris generated should be completely removed and then sufficient topdressing sand applied and

incorporated to backfill the holes to at least 90% to 95% of their capacity. Supplemental aeration can be scheduled as needed using spiking, slicing or small diameter solid or coring tines.

Winter Over seeding - Tifdwarf/Tifgreen Bermuda grass only. Over seeding establishment should be undertaken in late October to November and Poa trivialis alone or a combination of Poa trivialis and perennial ryegrass used. Seeding rates will be dependent on the grass species selected. In the spring and once sustained Bermuda grass turf growth is occurring, a program using a combination of mowing, verticutting and fertilization will be used to actively transition out the over seeding cover at the same rate that the base Bermuda is able to fill in and maintain coverage on the putting greens.

Putting Green Collars, Approaches and Tees:

Through the putting green collars, approaches and on the tees, a full, dense and smooth turf cover is to be maintained. An integrated pest management program will also be employed to maintain a weed-free condition and prevent insect and disease damage. The tee markers will be moved daily to prevent excessive divot and wear damage. The tee markers will be rotated in a consistent pattern with the putting green hole locations.

Mowing Equipment - Triplex putting green or trim mower.

Mowing Frequency - Three times per week when sustained turf growth is occurring and at least two times per week during the winter.

Height of Cut - 0.5-inch

Divot Repair - On the tees divot damage will be filled with topdressing sand a minimum of two times per week in a manner to encourage rapid turf recovery and maintain a level surface condition.

Cultural Practices - The putting green collars, approaches and tees will be core certified a minimum of three times annually during the growing season with 0.5 to 0.75-inch diameter tines. The preferred program is to first severely verticutting, followed by core aeration and a medium to heavy rate application of topdressing sand. Periodic supplemental verticutting and topdressing to control thatch/organic matter accumulation and maintain a smooth, dense turf cover and firm surface condition may also be required.

Collar Edging - The interface between the outside edge of the putting greens and the collars should be mechanically edged at least every two weeks throughout the growing season to prevent Bermuda grass encroachment. The Bermuda grass solons should be subsequently removed by hand. Furthermore, the edging, mowing and maintenance programs should be completed in a manner to preserve the size and shape of the putting greens, collars and tees.

Fairways:

Through the fairways, a smooth uniform turf cover with well defined perimeters and that provides support of the golf ball for play should be maintained. The repairing of the fairway divots will be required. A combination of pre and post-emergent herbicides should be used in an annual program to maintain an acceptable (80% to 90%) level of weed control. Due to constant management plan, which includes the specific materials, active ingredient, application rate and application timing, should be submitted annually by the Contractor for review and approved by an official representative of the City. Given the potential for turf damage by mole crickets, the plan should include treatment of a minimum of 100 acres of primary play area with an insecticide such as fipronil or it's equal.

Mowing Equipment - Self-contained five-gang mowers with hydraulically operated reels.

Mowing Frequency - Three times per week when sustained turf growth is maintained a clean presentation through the fairways.

Height of Cut - During the late spring, summer and early fall, the fairways should be maintained at a height of cut of 0.50-inch. As the growth rate of the turf begins to slow down in the latter part of the fall and in response to cooler temperatures, the height of cut should be raised to 0.65 to 0.75 inch.

Growth Regulator - Use of a turf grass growth regulator such as trinexapac-ethyl, with treatments being conducted on an every four seek interval from April through October, is strongly encouraged. With employment of a treatment program a mowing frequency of two times per week or sufficient that no more than 1/3rd of the total leaf surface area is removed in allowable. Including the approach areas of the putting greens and tees in the fairway treatment program would also be encouraged; however, a mowing frequency of three times per week should still be employed for the proper presentation.

Cultural Management Practices - The fairways and immediately adjacent perimeter roughs are to be core certified two to four times during the summer to alleviate soil compaction and control annual thatch/organic matter accumulation. Supplemental core aeration or deep slicing of areas that experience very concentrated cart traffic may also be required. Verticutting of the fairways should be performed annually and this can be either a single severe or deep replication, or a series of lighter less disrupted recompilations. Along with the maintaining of proper thatch levels through the fairways verticutting is needed to produce and maintain a dense uptight shoot growth character. To further aide in maintaining proper fairway conditions and prevent excessive grain, strait, diagonal and circle cutting mowing patterns should be routinely using and alternating basis.

Primary Roughs Putting Green and Tee Surrounds:

The primary rough immediately adjacent to the fairways and 10 to 20 yards wide, along with the surrounds of the putting greens and tees should be mowed routinely to provide a uniform, clean and neat presentation along with an appropriate but not excessively penal character for average to high handicap golfers. Pest management programs for the putting green and tee surrounds should be sufficient to maintain a level of control comparable to the fairways proper.

Mowing Equipment - Pull-behind multiple rotary deck or gang reel mowers plus rotary trim mowers.

Mowing Frequency - When sustained turf growth is occurring the primary rough, putting green and tee surrounds should be mowed two times a week or a sufficient frequency so that the turf does not exceed a height greater than 1.5-inch. The remaining rough outside of these areas should be mowed at least once per week when sustained growth is occurring.

Height of Cut (effective) - 1.25 to 1.50-inch.
Cultural Practices - Ideally, the core aeration program of the fairways should be extended out to include the primary roughs, putting green and tee surrounds. Here to, supplemental core aeration or deep slicing to alleviate the buildup of soil compaction in locations where concentrated traffic occurs should be performed to prevent turf thinning or loss. In place of verticutting, the primary rough areas and surrounds should be scaled down to a height of cut of 1.0-inch or slightly lower annually in the late spring to early summer.

Bunkers:

The bunkers will be maintained to provide a clean, well defined weed-free presentation, along with a reasonably consistent play character with each bunker through the golf course. A minimum sand depth of

4-inches should be maintained in the base of the bunkers. It is preferred but not mandatory that rakes be placed outside of the bunkers and parallel to the line of play.

Raking Frequency - All greenside bunkers will be raked three times per week and the fairway bunkers will be raked once per week using mechanical sand rakes. When mechanical raking is not scheduled, all of the bunkers will be visually checked and spot touch up hand raking performed as needed.

Edging - Mechanical edging of the bunker perimeters should be performed as needed throughout the year so that the margin of the hazard is always well defined. During the summer, occasional chemical edging with a non-selective herbicide will be allowed as long and this can be performed without causing excessive turf kill around the perimeters of the bunkers.

Perimeter Mowing - Any perimeter turf areas that cannot be cut as part of the routine mowing frequencies will need to be regularly mowed using a "fly-mow" type unit or string head trimmer to maintain a manicured appearance at all times. When sustained turf growth is occurring during the summer, a mowing frequency of once per week can be necessary.

Sand Depth - The depth of the bunker sand will be checked two times per year and the sand re-distributed as needed to maintain approximately 4-inches of material in the base of all of the bunkers.

Practice Areas: Practice putting greens will be maintained so that the same condition and quality as the regular putting greens is provided. Natural turf practice tee areas will be maintained to provide a similar condition as the golf course fairways.

Fertilization:

Fertilization of the putting greens, tees, fairways and roughs will be performed in accordance with Best Management Practices and based on annual soil and irrigation water quality test results. Soil samples shall be taken from nine representative putting greens, tees and fairways in the spring and fall of each year. In order to have a historical perspective and develop a database of soil fertility, it is requested that an odd and even hole sampling format be used. The samples shall be submitted to a chemical soil-testing laboratory for analysis of nutrient content including: Phosphorus, potassium, calcium, sulfur, magnesium, zinc, manganese, copper, iron and boron. Additional properties that shall be tested include: PH, soluble salts (EC) and caution exchange capacity (CEC). The results of the soil tests will then be used to formulate
the fertilization program on the basis of maintaining sufficient levels of available nutrients (SLAN) in the soil.

A representative sample of the irrigation water shall also be submitted annually for analysis. The test shall include an analysis for soluble salts (TDS or ECw), sodium absorption ratio (SAR), pH carbonate and bicarbonate levels.

The Contractor is required to submit a copy of the soil test results along with a proposed annual fertility program to the City during the 1st quarter of each year. The quantity of phosphorus, potassium, magnesium, calcium, sulfur, soil amendments and micronutrients shall be based on the result of the bi-annual soil tests. The timing and application of nitrogen shall be based on the turf cultivar and use of the intended area (i.e. putting green, tee, fairway or rough). The goal is to support sustained healthy growth and consistent proper playability while at the same time maintaining a reasonable color plus resistance to pest and weed invasion. Based on hosting heavy play on a year round basis, the following nitrogen fertilization rates would be suggested:

Putting Greens - 8 to 12 pounds of actual nitrogen per 1,000 square feet per year.

Tees - 8 to 10 pounds of actual nitrogen per 1,000 square feet per year.

Fairways - 6 to 8 pounds of actual nitrogen per 1,000 square feet per year.

Roughs - 4 to 6 pounds of actual nitrogen per 1,000 square feet per year.

With the putting greens and tees, a combination of granular and liquid fertilizer formulations can be used in a "spoon feeding" program and depending on the materials utilized, applications made on an every 7 to 21-day interval. For all Bermuda grass fairway and primary rough areas, bulk granular fertilizer formulations should be used with the majority of the nitrogen being in a slow-release form. The nitrogen release rate will need to be taken into consideration in determining application frequency. Supplemental fertilization will need to be performed as needed to reestablish full dense turf coverage in weak or damaged locations. Based on soil test results, other amendments may be required to maintain a soil pH in the range of 6.0 to 7.0 and facilitate leaching of salts out of the root zone.

Irrigation:

Scheduling - The automatic irrigation system shall be monitored and adjusted daily according to the needs of the turf and changes in weather patterns. The goal should be to promote healthy turf growth and dry, firm playing conditions with minimal wet spots.

Hand Watering - Hand watering shall be accomplished as needed on a daily basis to address any localized dry spots on the putting greens and tees.

Irrigation System Maintenance and Repairs - Downstream of the pressure regulating valve, the Contractor will be responsible for maintaining and repairing the irrigation system, including, but not limited to: controllers, heads, isolation valves, satellites, master controller, wiring, hydraulics, etc.

Pest Management:

General pest management standards are covered in the individual putting green, tee, fairway and rough sections. It is understood that pest pressure is very high in South Florida and also that eradication of weeds and other pests is economically and environmentally impossible. However, with the putting greens it is again required that a weed-free condition be maintained and also appropriate preventative treatments be conducted so that turf damage and loss due to insects and diseases does not occur. Through the rest of the primary play areas, maintaining 85% to 90% control of pests is desired and considered an acceptable level. A pest management plan must be submitted annually to the City.

Equipment Maintenance and Repair: The Contractor will be responsible for preventative maintenance in accordance with all manufacturer guidelines and repair of the equipment. The equipment technicians are required to attend manufacturer workshops and seminars to stay up to date on the latest trends and repair of equipment. An equipment maintenance and repair log will be maintained and available for review on a monthly basis by the City's representative.

Cart Paths: All cart paths shall be mechanically or chemically edged as needed to maintain a neat appearance and definitive lines. Debris and overhanging branches shall be attended to on a daily basis.

Service: In addition to changing of hole locations and tee marker positions as described in the putting green and tee sections, the Contractor is responsible for all trash removal and servicing a ball washers on the course. The ball washer soap will be changed at a minimum of once per week during the entire year.

Replacement of all tee and putting green supplies will be responsibility of the Contractor.

Debris: When the golf course is open for play, any vegetation debris or trash will be picked up. The debris will be hauled to the appropriate areas of disposal. Disposal of debris off of the golf course property will be the responsibility of the City.

Maintenance Records:

Accurate maintenance records shall be kept by the Contractor and furnished to the City by the first day of each month.

Weekly Records - A weekly checklist shall be developed to record the frequency of mowing operations, vertical mowing, changing of holes and tee marker locations, as well as notations of any special problems.

Monthly Records - Monthly records shall include a list and description of any special projects completed on the golf course, a list of repairs, the irrigation system report and a detailed report of fertilizers and pesticide applications.

Annual Maintenance Plan - The Contractor shall formulate an annual maintenance plan that includes scheduled dates for core aeration, broad-scale pesticide application (e.g. pre-emergent or post-emergent herbicide applications) and any other duties that will result in significant disruption to the golf course. The plan shall be coordinated with the annual tournament schedule to avoid conflicts. The plan shall be flexible; however, maintenance programs should have priority over tournament schedules.

Landscape Areas:
All areas within the perimeter of the golf course planted with ornamentals and having a definable border. Clean-up - The golf course and clubhouse areas shall be policed daily and maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

Weed Control - All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means. Any area that has been chemically treated for weed control must have any unsightly dead vegetation removed.

Flower Beds - Annual flowerbeds will be planted with appropriate plant material to provide a vibrant color display around the clubhouse, clubhouse entrance and its containers near the clubhouse and other specified beds. The golf course beds shall receive four plantings of annuals. The planting schedule shall coincide with the schedule set forth in the Landscape Specifications for Pompano Beach Municipal Golf course.

Edging - The Contractor shall neatly edge the trim around all plant beds, curbs, streets, trees, plant buildings, etc., and maintain the shape and configuration of all plantings. All walks, drives, cart paths, and parking lots shall be immediately blown or vacuumed following edging. All paved areas and walks (hardedges) shall be edged as needed.

String Trimming -Areas inaccessible to mowing machinery shall be maintained with string trimmers, fly-moss or chemical means as environmental conditions permit. Extra care will be given when trimming around wooden or painted signs to minimize damage to the City's property.

Fertilization - Plant beds, shrubs, woody-ornamental and ground covers shall be fertilized two times per year to maintain good appearance and color using a balanced analysis such as 8-10-10 with a good minor

nutrient content. Nitrogen sources shall consist of a minimum of 40% slow release product. Fertilizer will be applied to supply approximately four (4) pounds of actual nitrogen per year.

Insect and Disease Control - Plants will be treated chemically as required to effectively control insect infestation and disease as horticultural and weather conditions permit. The Contractor will implement an Integrated Pest Management Program to minimize the use of pesticides. The Contractor must possess an active Restricted Pesticide Applicators License issued through the Florida Department of Agriculture and Consumer Services. Only trained operators will be allowed to apply agricultural chemicals. Application logs must be maintained on the property along with MSDS sheets for each approved product.

Mulching - All stipulated beds shall be maintained with a 3-inch layer of mulch. Mulch material shall consist of premium grade cypress bark mulch. Pine straw mulch may be used for slope beds where bark mulch may wash out. Any other material must first be approved by the City.

Landscape Maintenance (Non-Golf Areas):

Clean-Up - The golf course, clubhouse, and parking areas shall be policed daily and maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.
Weed Control - All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means.

Trimming - Plant material fifteen (15) feet tall or less (trees, shrubbery and ground covering) shall be trimmed as necessary to provide for good appearance, protection from wind and insect damage. Trees taller than fifteen (15) feet including palm trees will be pruned, as necessary, under a separate agreement. Trees shall be pruned of all sucker growth and small horizontal branching (3 feet branch diameter or less) to a height of eight (8) feet from the ground, for clearance of mowing equipment and golf cart traffic. The structure and shape of trees being pruned or trimmed shall be given first consideration for horizontal branch pruning.

Fertilization - Plant beds, shrubs, woody ornamental and ground covers shall be fertilized two times per year to maintain good appearance and color using a balanced analysis such as 8-10-10 with a good minor nutrient content. Nitrogen sources shall consist of a minimum of 40% slow release product. Fertilizer will be applied to supply approximately four (4) pounds of actual nitrogen per year.

Insect and Disease Control - Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. The Contractor will implement an Integrated Pest Management Program to minimize the use of pesticides. The Contractor must possess an active Restricted Pesticide Applicators License issued through the Florida Department of Agriculture and Consumer Service. Only trained operators will be allowed to apply agricultural chemicals. Application logs must be maintained on the property along with MSDS sheets for each approved product.

Flower Beds - Annual flowerbeds will be planted with appropriate plant material to provide a constant vibrant color display at the clubhouse entrance and in containers near the clubhouse.

Mowing - St. Augustine turf grass areas will be mowed with a rotary mower approximately forty-six (46) times per year. Bermuda grass areas will be mowed with a reel mower at a frequency that provides a continuous detailed manicure look. Edging, trimming and clean-up will accompany the mowing operation.

Additional Maintenance Areas:

Golf Course - Supplies and Services Islands - The Contractor will be responsible for all replacement of flagsticks, flags, cups and tee markers. The Contractor will not be responsible for damage or replacement of these items caused by acts of vandalism and/or theft.

Rain Shelters - Rain shelters shall be kept free of debris and swept clean as required to maintain a clean and healthy environment. Trash receptacles in shelters and restrooms shall be emptied on a daily basis and a new trash can liner installed in the trash receptacle.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

2.10 Special Condition

a. Proposer accepts and hereby incorporates by reference in this RFP Form all of the terms and conditions of the RFP and Instructions to Proposers, including without limitation those pertaining to the disposition of Bid Security.

b. Proposer has become fully informed concerning the local conditions, and nature and extent of work. Proposer has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.

c. Proposer has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the RFP and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Proposer.

d. Proposer proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows in section 2.2.

e. The CITY reserves the right to award this contract based on any combination of the above items, or all items, in which the CITY deems in its best interests. The City reserves the right to make award to more than one vendor.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. In addition, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The proposal shall include a list of person(s) who would conduct inspections, their credentials/certifications, and five (5) references with contact name and number.

SECTION 4 - TERM OF CONTRACT

4.1 The City anticipates awarding a contract(s) for two (2) years with two one (1) year extensions. Failure to complete work or satisfy deadline requirements shall result in termination of any future obligations of the City of Lauderhill to the company.

SECTION 5 – INQUIRIES/AVAILABILITY

5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderhill – Purchasing Division
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
Email: purchasing@lauderhill-fl.gov
www.lauderhill-fl.gov

5.2 Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712.

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERHILL OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request For Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: 2017-037
RFP Name: GOLF COURSE MAINTENANCE
Due Date/ Time: Date, August 30, 2017 @ 2:45 P.M.

6.2 All (RFP's), must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and six (6) bound copies along with a PDF **[a total of eight (8)]** of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

Evaluation Criteria

A contract will be awarded to the company whose proposal is judged by the City of Lauderhill to be in its best interests, and whose proposal most closely satisfies the overall project specifications as well as a number of other factors including, but not limited, to:

CRITERIA	MAXIMUM POINTS
Cost	45
Experience	30
Samples of Work	10
References	10
Staff	5
Total	100

The City will assemble an evaluation and selection committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein, and other requirements as required by the City.

SECTION 8 - SELECTION PROCEDURE

8.1 A Selection/Negotiation Committee appointed by the City Manager will be responsible for selecting the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.

8.3 The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.

8.4 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AWARDS, AND THE CITY SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9– REJECTION CRITERIA

9.1 Your proposal shall be considered non-responsive if any of the following criteria exist, (this list is not all-inclusive):

9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.

9.3 The instructions, order, and matrixes in the Proposal Package have not been properly followed.

9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.

9.5 The City did not receive the RFP Package prior to the submittal deadline.

9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**

9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.

9.8 The Proposal signature page and certification is not properly executed.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - INSURANCE REQUIREMENTS

11.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, Even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

11.2 The City of Lauderhill shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with

this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing Division.

11.3 The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

11.4 Any firm performing work on behalf of the City of Lauderhill must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>

11.5 Commercial General Liability Insurance
Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage should include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Personal and Advertising Injury Liability
d. Products/Completed Operations
e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage $1,000,000

Professional Liability (Errors & Omissions)

Limits: $2,000,000 per occurrence

This coverage should include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability

11.6 Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury	$500,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: $2,000,000 per occurrence

11.7 A copy of ANY current Certificate of Insurance should be included with your proposal.

11.8 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

11.9 Certificate holder should be addressed as follows:
City of Lauderhill
Finance Department
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

SECTION 12 – GENERAL CONDITIONS

12.1 The Request for Proposal is open to any not-for-profit and/or for profit organization holding a contractor's license to design and build single family homes.

12.2 The Bidder must provide a copy of its general contractor's license with Broward County, Florida to verify that it is fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of the RFP.

12.3 The Bidder (other than governmental agencies) must provide a copy of its occupational license with Broward County to verify that it is fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of RFP.

12.4 Not-for- Profit agencies must provide IRS501(c) (3) letter with their submittal.

12.5 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

12.6 **EXPENSES:** Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

12.7 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

12.8 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.9 **ASSIGNMENT**: Any Purchase Order or Contract issued pursuant to this Request For Proposal and the monies which may become due hereunder are not assignable, in whole or part.

12.10 **INDEMNIFICATION**: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives. The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.
Documents on this Project are hereby amended to include the foregoing indemnification and the " Specific Consideration" therefore.

12.11 **PROPOSALS TO REMAIN OPEN:** All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

12.12 **ANNUAL APPROPRIATION:** Any Contract issued is conditional upon the City appropriating funding to implement the Contract.

12.13 **EMPLOYEES:** Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

12.14 **ADDITIONAL TERMS AND CONDITIONS**: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12.15 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

12.16 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at

the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, if it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

SECTION 13 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

Responses to Tab #'s 1-7 should not exceed 30 pages. Points may be deducted for Responses that exceed thirty (30) pages.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 **Statement of Capabilities:**
Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page.)

TAB #3 **Management Team:**
Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility.

Also, describe the Proposer's approach to organizational management and the responsibilities of Proposer's management and staff personnel that will perform work for this contract; describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training. Please explain any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them. (Limit to three (3) pages including organizational chart.)

For each proposed project manager list five (5) projects/contracts comparable and specific to this project to include the following information:

- Client Name, address, and telephone number
- Licensing/ certifications, various subordinate member team positions
- Whether your firm was the primary or a subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

TAB #4 Specific Related Experience of the Firm
List the last five (5) contracts held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, and telephone number
- Principal/ Project Manager in Charge, licensing/ certifications, various team positions
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

Management team members listed in Tab #3 who managed these projects

TAB #5 **Financial Statement:**

Provide the most recent certified business financial statements as of a date not earlier that the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

Tab #6 **Current Workload:**

List, for the Proposer and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Total value to the Proposer's firm for the project
- Total fees remaining to be paid to the applicant firm
- Contract period and duration
- List number of professional staff assigned
- Percentage complete
- Brief Project description

TAB #7 **Cost Schedule:**

Submit your cost schedule here.

Rate Adjustment: The hourly Rate Schedule shall be adjusted annually, on October 1st. The adjustment shall be made based upon the previous annual Consumer Price Index for goods and services issued by the United States Department of Labor, Bureau of Labor Statistics, for FT. Lauderdale, FL. Such adjustment shall be calculated by multiplying the percent difference of the current index divided by the previous year's index multiplied by the Hourly Rates to define the new Hourly Rates. Adjustments for services in excess of 5% will not be considered.

TAB #8 **Attachments:**

Insert
Proposer's Qualification Statement (Attachment "A")
Non-Collusive Affidavit (Attachment "B")
Cost Schedule, (Attachment "C")
Confirmation of Drug-Free Workplace (Attachment "D")
Signature Page (Attachment "E")
Acknowledgement of Addendums (Attachment "F")
Certificate of Insurance, and Licenses

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

_____

_____

_____

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

_____

_____

_____

_____

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

_____

_____

_____

Have you ever failed to complete work awarded to you. If so, when, where and why? _____

_____

_____

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

_____

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

_____

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

_____

By _____
(Signature)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "C"

ATTACHMENT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

_____

Vendor's Signature

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;

2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;

3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.

4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.

5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the City of Lauderhill and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Lauderhill and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

_____
Witness

_____
Printed

_____
Title

_____
Company

_____
By

_____
Printed Name, Title

(If a corporation, affix seal)

_____
Company

_____
By

_____
Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between the City of Lauderhill, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20___, between the City of Lauderhill, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

ATTACHMENT "F"

ACKNOWLEDGEMENT OF ADDENDUM

RFP _____
TITLE_____

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____-Dated _____

Addendum No. _____-Dated _____

Addendum No. _____-Dated _____

Name of Vendor's Service Contact: _____

Address: _____

_____

Signature_____ Date_____

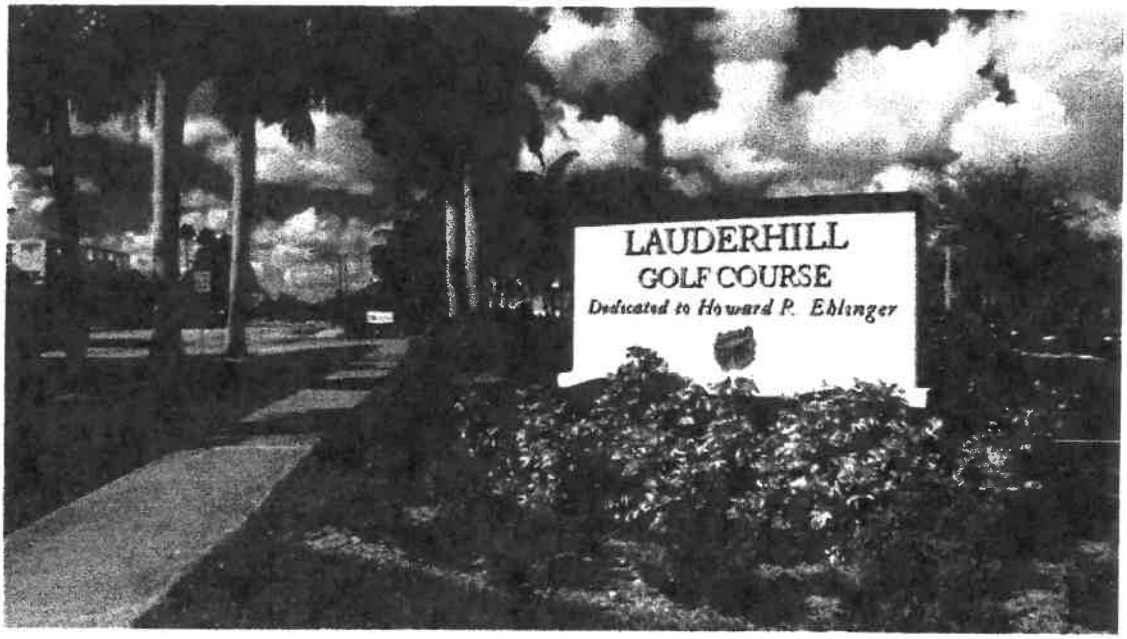
This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.

REQUEST FOR PROPOSAL

RFP #2017-037

GOLF COURSE MAINTENANCE SERVICES

CITY OF LAUDERHILL



CORPORATE HEADQUARTERS

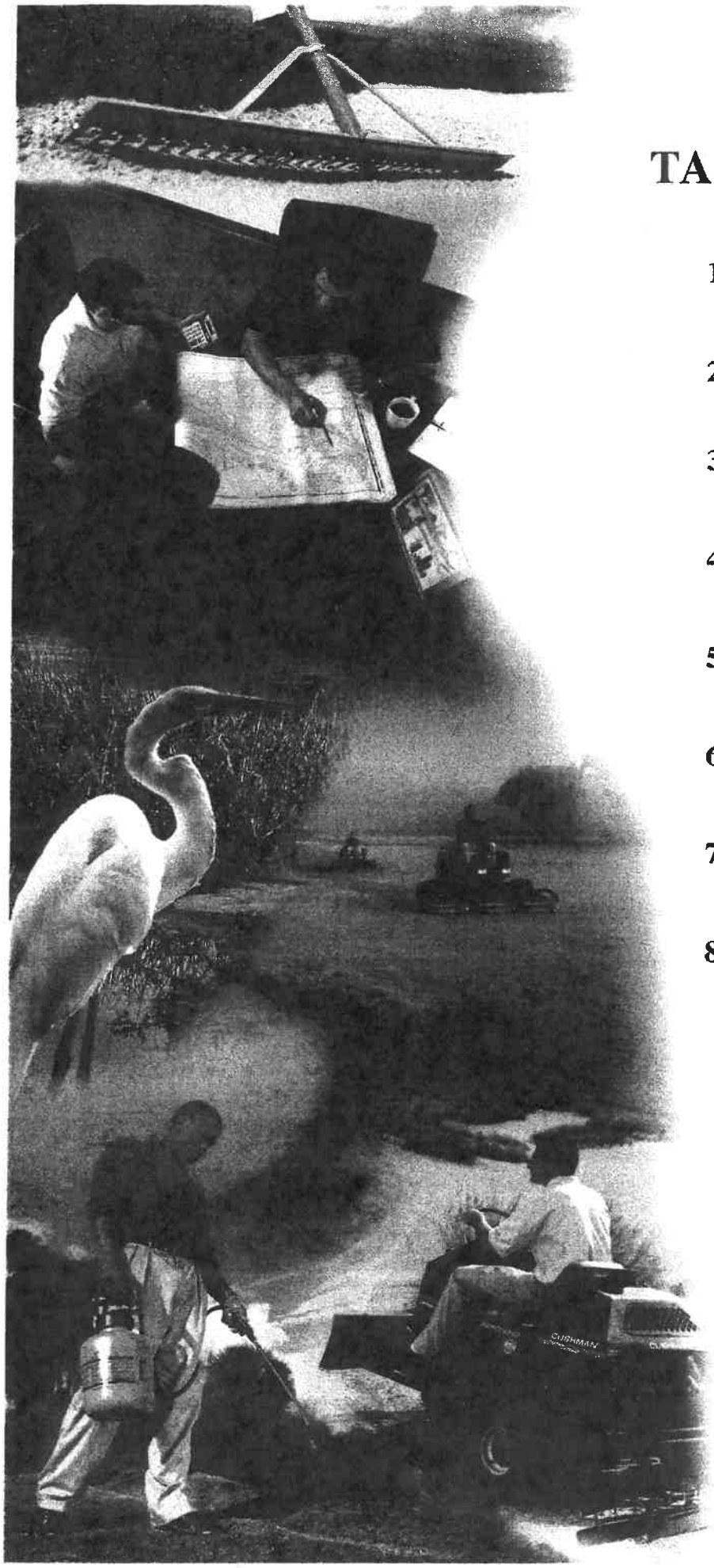
INTERNATIONAL GOLF MAINTENANCE

5385 GATEWAY BLVD. #12, LAKELAND, FL 33811

(800) 413-5500 (407) 589-7200 FAX: (863) 373-8810

www.igminc.net • http://blog.igminc.net

Boston • Las Vegas • Phoenix • Tampa • Virginia Beach



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2. Statement of Capabilities
3. Management Team
4. Related Experience
5. Financial Statement
6. Current Workload
7. Cost Schedule
8. Attachments

QUALIFICATION STATEMENT

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:
I6M INC.
5385 GATEWAY BLVD. #12
LAKELAND, FL 33811

Contact Person's Name and Title: GREG A. PLOTNER EXE VP.

PROPOSER'S Telephone and Fax Number: 407-589-7200 /

PROPOSER'S License Number: _____
(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: 59-3489578

Number of years your organization has been in business, in this type of work: 23 YEARS

Names and titles of all officers, partners or individuals doing business under trade name:
RON JACKSON CEO / PRESIDENT
ERIC BURK CFO / SECRETARY
GREG A. PLOTNER EXE VP

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation X

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:
N/A.

Have you ever failed to complete work awarded to you. If so, when, where and why?
NO.

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?
YES.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

NO.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

IGM INC.

By _____
(Signature)

2017 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F98000000631

Entity Name: INTERNATIONAL GOLF MAINTENANCE, INC.

FILED
Apr 28, 2017
Secretary of State
CC0808841848

Current Principal Place of Business:

5385 GATEWAY BLVD
SUITE 12
LAKELAND, FL 33811

Current Mailing Address:

5385 GATEWAY BLVD
SUITE 12
LAKELAND, FL 33811 US

FEI Number: 59-3489578

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CFO
Name	BURK, K ERIC
Address	5385 GATEWAY BLVD SUITE 12
City-State-Zip:	LAKELAND FL 33811

Title	CEO
Name	JACKSON, RON E
Address	5385 GATEWAY BLVD SUITE 12
City-State-Zip:	LAKELAND FL 33811

Title	SECRETARY
Name	BURK, K ERIC
Address	5385 GATEWAY BLVD SUITE 12
City-State-Zip:	LAKELAND FL 33811

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: K ERIC BURK CFO 04/28/2017

Electronic Signature of Signing Officer/Director Detail — Date

STATEMENT OF CAPABILITIES

Statement of Qualifications

August 16, 2017

Kentrea White
City of Lauderhill – Purchasing Division
5581W. Oakland Park Blvd. Suite 421
Lauderhill, FL 33313

Dear Kentrea,

Please accept the following response to your Request for Proposal for Golf Course Maintenance Services RFP #2017-037 at the Lauderhill Municipal Golf Course. We are extremely proud of the relationship that IGM has developed over the past four years with the City of Lauderhill. We believe this makes us uniquely qualified to continue to be your golf course maintenance partner.

Since we are headquartered in Florida, we have a tremendous amount of resources in the South Florida area. As you have seen over the four years we have worked on your course, we can bring efficiencies as well as the ability to address any specific turf maintenance needs as they arise. Another benefit of having the IGM team onboard at your facility is that our Regional Manager, Bill Jeffrey, lives in the Delray Beach areas and provides oversight of IGM's maintenance operations to courses in your area. He works directly with the golf course superintendent, Tommy Coffey, at your facility and would ensure playing conditions exceed your expectations.

Our proposal is based on a full-time dedicated Golf Course Superintendent and supported by part time employees as needed in order to accomplish all required maintenance tasks outlined with the RFP. An equipment technician would visit the property as needed to provide support in the care of the maintenance equipment.

I will be your point of contact should you need any additional information. Please feel free to contact me if there is anything else that I can assist you with in making your decision. Thanks for allowing IGM to present our response to your proposal, and I look forward to hearing from you soon.

Regards,

Greg A. Plotner CGCS, Executive Vice President
5385 Gateway Blvd. Suite 12
Lakeland, FL 33811
Phone: 407-589-7200
Cell: 813-230-2837
Email: gregp@igminc.net

MANAGEMENT TEAM

International Golf Maintenance, Inc. (IGM) is a golf course maintenance company whose broad knowledge and unsurpassed experience in the industry has brought IGM to the front as the leader in the industry. IGM has developed the knowledge, techniques, and sensitivity to not only meet, but also exceed customers' expectations. IGM's dedication to customer satisfaction is the cornerstone of the Company's vision for its management team and employees. IGM's management team is made up of highly qualified and trained professionals, all who have many years of experience in all facets of the golf industry. Committed to the highest degree of maintenance standards and practices, we can respond immediately to any need which may arise.

IGM MANAGEMENT TEAM

Most importantly, our team members are our #1 asset! Our management team consists of top corporate staff, which is led by our President and CEO, Ron E. Jackson. An unmatched administrative, accounting, HR and IT staff supports all of IGM's operations. Open communication between IGM and the course is vital. Should a problem arise at the Club that needs immediate attention, IGM wants to be informed so we can act quickly to rectify the situation. The management team that would be responsible for operations is as follows -

- **Greg A. Plotner CGCS** serves as head of all maintenance operations and business development for the company. He also ensures that full agronomic support is provided to IGM's managed facilities. Greg has been recognized as a Certified Golf Course Superintendent (CGCS) with the Golf Course Superintendents Association of America since 1991.

- **Steve Gano** is the Vice President of Operations for IGM. Steve graduated with President's Honors from the University of Florida with a Bachelor of Science Degree in Agriculture with concentration in Turfgrass Management. Steve is responsible for developing and implementing operating budgets, training programs as well a five-year improvement plans. Steve also assists IGM regional managers in overseeing the day-to-day operations and agronomic planners. In addition, Steve coordinates quality control reports or "PAR Reports" with IGM customers to ensure their satisfaction.

KEY PERSONNEL AT THE CLUB

GOLF COURSE SUPERINTENDENT – Tommy Coffey

The most important position for IGM at any course is the golf course superintendent. The IGM golf course superintendent is responsible for the day-to-day operation of the golf course. Open communication is essential for the success of the operation; therefore, the IGM superintendent shall be easily contacted at all times by two-way radio, cell phone and email. This will ensure both IGM and the Club that in the event of an emergency, the IGM superintendent will be able to respond quickly to any situation.

EQUIPMENT TECHNICIAN – Brian Aiken
The IGM equipment technician will be responsible for the service and repair of the golf course maintenance equipment and will work under the supervision of the golf course superintendent. This position is one of the most critical for any golf course operation, as the equipment technician must have the equipment in safe operation and available for use on the course at all times.

GREENSMEN (1-2)
The IGM Greensmen at your Club will be fully trained in the safe operation of all types of golf course and landscape maintenance equipment. They are also responsible for the daily care and set-up of the golf course. They are also trained to show the utmost respect and courtesy to any golfers that they might encounter while performing their various maintenance tasks.

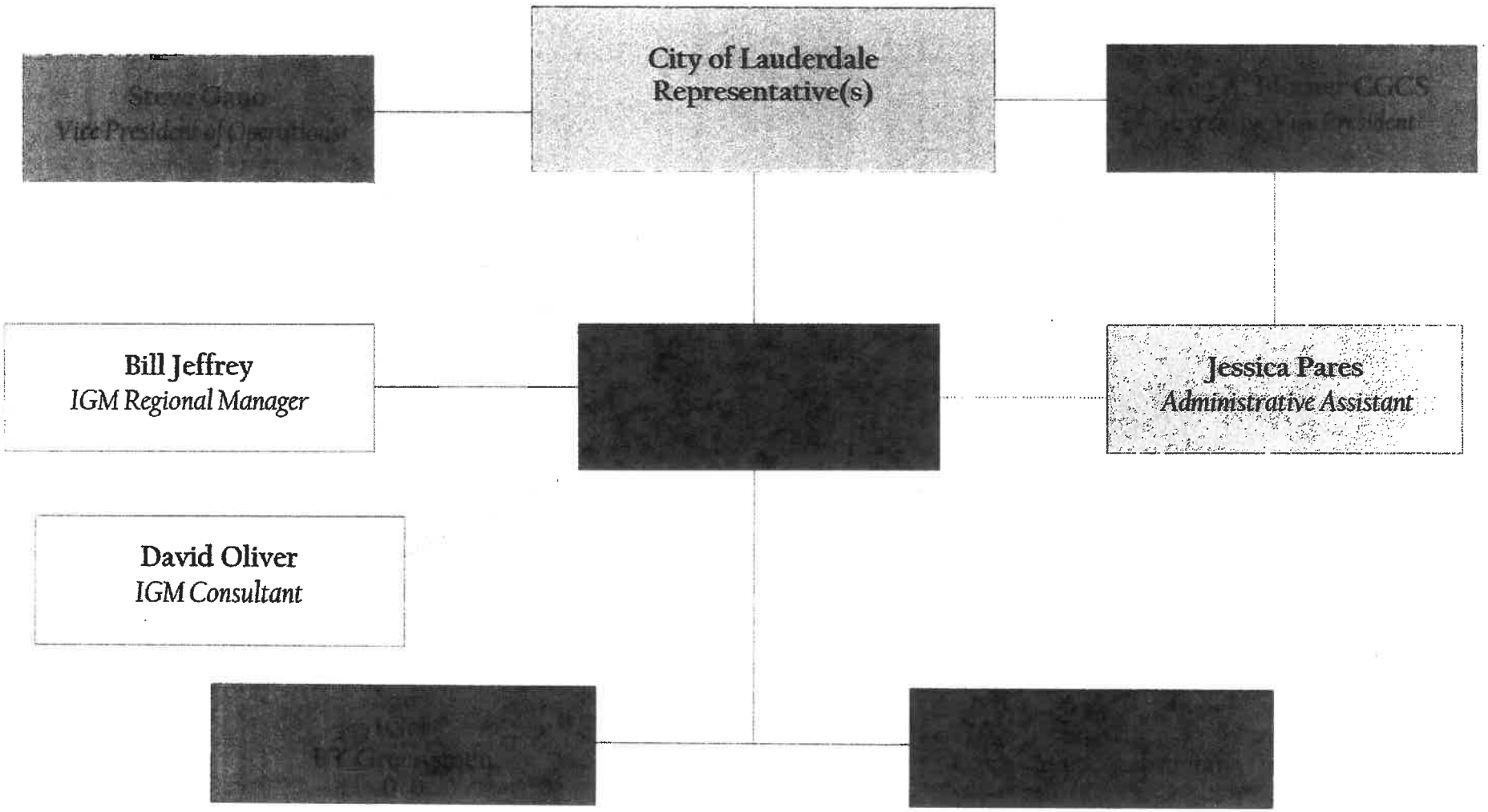
THE IGM TEAM PHILOSOPHY

PEOPLE
IGM's foremost resource to provide the highest-quality golf course conditions is our PEOPLE! IGM personnel will possess the following traits:

- Professional
- Friendly
- Tactful
- Communicative
- Helpful

IGM team members will be trained utilizing a proprietary manual specific to golf course maintenance tasks. Team members will be introduced to the game of golf and understand the terminology appropriate for use at a golfing facility. Personnel will be in an approved uniform which is clean and well-kept. Team members will be required to participate in monthly safety meetings. And, most importantly, they will be encouraged to always find a win-win outcome in any situation.

LOCAL MANAGEMENT FLOW CHART
CITY OF LAUDERDALE



IGM RELATED EXPERIENCE

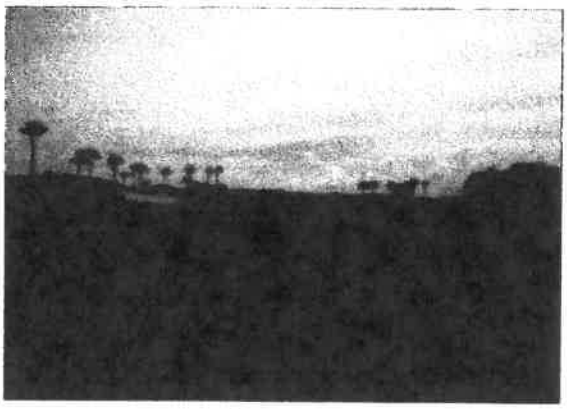
References

Property: **North Palm Beach Country Club**

Location: Palm Beach, Florida

Contact: Casey Mitchell
Dir of Golf

Phone: 561.691.3421



The **North Palm Beach Country Club** is a Village-owned and operated facility consisting of an 18-hole, links-style, Jack Nicklaus "Signature" Course. Situated among many high-end golf properties, the golf course stands out due to its player-oriented conditioning standards and unique topography in the region. Since the course is a Jack Nicklaus Signature, IGM must meet elevated conditioning standards daily.

Status: Municipal - 18 Holes

Contract: 2007 to Present

Acreage: Greens: 3
Tees: 4
Fairways: 40
Rough: 36
Common Area: 10

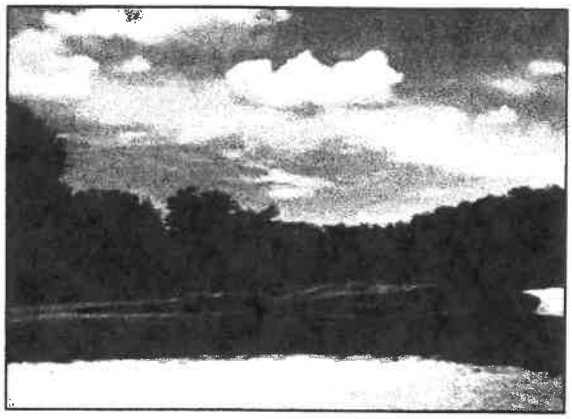
References

Property: **Sandridge Golf Club**

Location: 5300 73rd St
Vero Beach, FL 32967

Contact: Bela Nagy
Director of Golf

Phone: 561.770.5003



Sandridge Golf Club is owned and operated by Indian River County and offers two 18 - hole championship layouts designed by Ron Garl. The Dunes course opened in April 1987, and the Lakes course debuted in December 1992. The island green fourteenth is a memorable feature of the Lakes course which is in contrast to the rolling hills of the Dunes course as it winds around a native ridge that runs up the East Coast of Florida that was once used for mining operations.

IGM has partnered with the County for twenty years! IGM has completed a number of improvement projects including a greens renovation project that has been very well received by the golfing community.

Status: Municipal - 36 Holes

Contract: 10.01.96 - Present

Acreage: Greens: 5.5
Tees: 5
Fairways: 63
Rough: 80
Common Area: 5

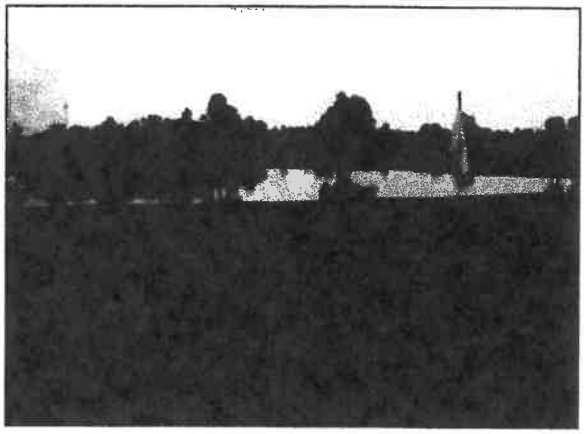
References

Property: **Sebastian Golf Club**

Location: 101 East Airport Dr
Sebastian, FL 32958

Contact: Greg Gardner
Director of Golf

Phone: 772.589.6801



The 18-hole "Sebastian" course at the Sebastian Municipal Golf Course facility in Sebastian, Florida features 6,717 yards of golf from the longest tees for a par of 72. Designed by Charles Ankrom and opened in 1981, the course has been a central part in the community ever since.

Through a multi-faceted approach, IGM developed maintenance programs and practices that not only improved daily course conditions but did so within the strict guidelines of the St. John's Water Management District. IGM has also spearheaded efforts to control invasive animal species in order to help protect the City's asset.

In 2014, IGM was awarded a new 10-year contract to continue serving the City of Sebastian!

Status: Municipal - 18 Holes

Contract: 10.01.2009 - Present

Acreage: Greens: 2.5
Tees: 2.5
Fairways: 13.5
Rough: 40
Common Area: 3

References

Property: **Chicopee Country Club**

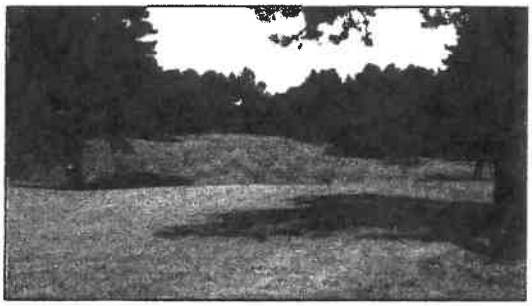
Location: 1290 Burnett Road
Chicopee, MA 01020

Contact: Mike O'Neill
Director of Golf

Phone: 413.594.9295

Designed by Geoffrey Cornish in 1965, Chicopee Country Club features rolling terrain, tree-lined fairways and fast, sloping greens. Through the years, this picturesque golf course has received accolades from publications such as Golf Digest, USA Today, and the New England Journal of Golf magazines. It has been touted as being among the best public courses in Massachusetts and has been named as one of New England's top 100 golf courses.

The City chose to partner with IGM in 2013 to help reestablish the course's reputation as well as to assist with a $1.8 million dollar irrigation renovation project.



Status: Municipal - 18 Holes

Contract: 2013 - Present

Acreage: Greens: 3
Tees: 4
Fairways: 22
Rough: 30
Common Area: 2

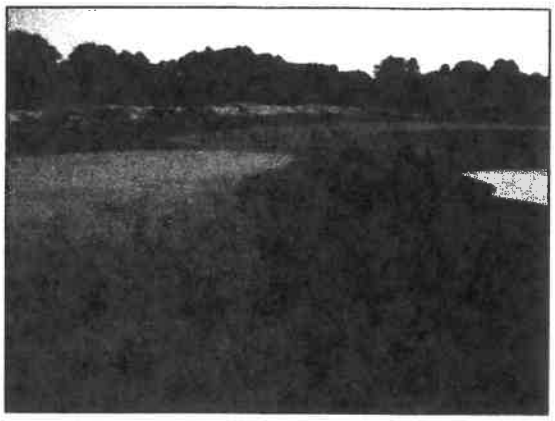
References

Property: **The Ledges Golf Club**

Location: 18 Mulligan Drive
South Hadley, MA 01075

Contact: Doug Juhasz
General Manager

Phone: 413.532.2307



Just north of Springfield, Massachusetts, The Ledges is an 18-hole championship course that opened for play August 2001. Designed by architect Howard Maurer, Ledges is a mix of tree-lined parkland and open links-type holes. The Ledges is a par 72 course and plays to 6,500-yards from the tips.

IGM was hired following a steady decline in conditions under the care of a landscape maintenance firm. IGM brought tried and proven maintenance programs which included environmentally friendly practices geared toward reducing chemical and fertilizer input. Now, the course is known for its first rate conditions and is a must-play course in the Pioneer Valley.

Status: Municipal - 18 Holes

Contract: 03.01.05 - Present

Acreage: Greens: 4
Tees: 4
Fairways: 30
Rough: 24
Common Area: 1.5

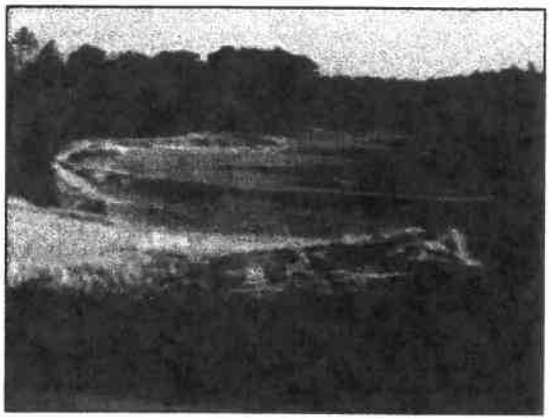
References

Property: **Widow's Walk Golf Course**

Location: 250 The Driftway
Scituate, MA 02066

Contact: Patricia Vinchesi
Town Administrator

Phone: 781.545.8741



Located in Scituate, Massachusetts, on the coast midway between Boston and Plymouth, Widow's Walk is a Town owned 18-hole layout adjacent to the historic North River and within sight of the Atlantic Ocean. Designed by the nationally recognized architect, Dr. Michael Hurdzan, Widow's Walk was built on 100 acres of an abandoned sand and gravel quarry that was long devoid of vegetation and wildlife. It is known as America's first "environmental demonstration course."

With IGM's environmentally sensitive approach to golf course maintenance, the course has won numerous environmental stewardship awards. It has been IGM's high standard for daily conditioning that has made the course a favorite place to play for the entire region.

At the beginning of 2014, IGM was awarded another five-year agreement!

Status: Municipal - 18 Holes

Contract: 1999 - Present

Acreage: Greens: 4
Tees: 4
Fairways: 30
Rough: 24
Common Area: 1.5

FINANCIAL STATEMENT

International Golf Maintenance
Balance Sheet
For Period Ended April 30, 2017

ASSETS

CURRENT ASSETS	
Cash Operating	$426,369.00
Accounts Receivable	
Accounts Receivable Trade - Net	998,736
Accounts Receivable - NTE	24,852
Accounts Receivalbe - Intercompany	15,989,571
Accounts Receivable - Other	96,473
Note Receivable - Cat & Lady's Island Investors	202,634
Total Accounts Receivable	17,312,266
Prepaid Expenses	72,960
TOTAL CURRENT ASSETS	17,811,595
PROPERTY AND EQUIPMENT, AT COST	
Golf Course Equipment	7,039,964
Computer Equipment	55,064
Furniture and Fixtures	13,644
Vehicles	551,988
	7,660,660
LESS: ACCUMULATED DEPRECIATION	6,555,456
TOTAL PROPERTY AND EQUIPMENT	1,105,204
OTHER ASSETS	
Deposits	12,575
INTANGIBLE ASSETS	
Goodwill	5,787,016
Non Compete	10,000
	5,797,016
LESS ACCUMULATED AMORTIZATION	1,076,725
TOTAL INTANGIBLE ASSETS	4,720,291
TOTAL ASSETS	$23,649,665.00

International Golf Maintenance
Balance Sheet
For Period Ended April 30, 2017

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES	
Accounts Payable	$649,572
Accounts Payable - NTE	1,897
Accrued Expenses	1,289,740
Current Portion of Long Term Debt	17,463
Current Portion of Capital Leases	436,019
Other Accrued Expenses	81,417
TOTAL CURRENT LIABILITIES	2,476,108
LONG TERM LIABILITIES	
Long Term Debt	33,824
Capital Lease Obligation	396,645
TOTAL LONG TERM LIABILITIES	430,469
TOTAL LIABILITIES	2,906,577
STOCKHOLDER'S EQUITY	
Additional Paid in Capital - Common	8,288,819
Retained Earnings	11,734,946
Net Profit/(Loss)	719,323
	20,743,088
TOTAL STOCKHOLDER'S EQUITY	20,743,088
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	23,649,665

IGM CURRENT WORKLOAD

Current Workload

Kentrea White
City of Lauderhill – Purchasing Division
5581W. Oakland Park Blvd. Suite 421
Lauderhill, FL 33313

Kentrea,

Please refer to Section #4 entitled Related Experience which details a few of our current customers.

If there is a need to see our entire work portfolio, it can be sent to the City under separate cover as it is proprietary information.

Thanks for your understanding.

Regards,

Greg A. Plotner CGCS, Executive Vice President
5385 Gateway Blvd. Suite 12
Lakeland, FL 33811
Phone: 407-589-7200
Cell: 813-230-2837
Email: gregp@igminc.net

COST SCHEDULE

Contract Information	Description
Contract Price w Equipment	164,652.00
Utilitites	Provided by City
Management Fee	Built into base contract price
Invoicing/Payment	Monthly billing - Net / 10 days
Annual Rate Adjustment	Determined by Consumer Price Index (CPI)
Equipment / Irrigation	**Description**
Maintenance Facility	IGM to use facility and storage areas
Equipment	IGM responsibility
Equipment Maintenance and Repair	IGM responsibility
Irrigation Maintenance and Repair	IGM responsibility - NTE $1,200
Pump Station Repairs	City responsibility
Controller Repairs	City responsibility
Employees	**Description**
Hiring of Staff	IGM responsibility
Rountine Background Checks	Upon hire and there after - Included
Employee Benefits	Provided for all IGM employees
Personal Protective Equipment	Provided for all IGM employees
Employee Training Program	Included
Job Safety Inspection Program	Included
Activity Reports (Quality, Field)	Included
Fertility Program	**Description**
Tifdwarf greens	All foliar and granular products included
Tees, fairways, roughs	All granular and liquid products included
Fertilization/Insecticide/Herbicide Applicators Training	Included
Soil Testing	Included
Turf Chemicals	**Description**
Mole Cricket/Insect Control Products	Included
Pre-emergent Products	Included
Post Emerge Products	Included
Cultural Practices	**Description**
Small Tyne Aeration - Greens	Included
Verticut Greens	Included
Overseeding	Perennial ryegrass and poa triv blend for greens
Topdressing Sand	Included
Divot Sand	Included
Aeration - (other than greens)	Included
Verticut/Scalp - (other than greens)	Included
Accessories/Materials	**Description**
Flags	Included
Standard Flagsticks	Included
Practice Flagsticks	Included
Standard Cups	Included
Practice Cups	Included
Bunker Rakes	Included
Mulch	Included
Bunker Sand	City responsibility
Disposal of Organic Debris	City responsibility

ATTACHMENTS

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF POLK

GREG A. PLOTNER being first duly sworn deposes and says that:

BIDDER is the REPRESENTATIVE,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this 15TH day of AUGUST, 2017.

JESSICA PARES
MY COMMISSION # GG 083912
EXPIRES: March 27, 2021
Bonded Thru Notary Public Underwriters

_____
Notary Public (Signature)

My Commission Expires: 3/27/2021

ATTACHMENT "C"
COST SCHEDULE

Monthly Cost Proposal

General Services..... $ 13,721.00
(Programming and Strategic Planning and Consulting)

Marketing.....$ 0

Total.....**$** 13,721.00

Staffing.....$ List All Positions
hourly rate

ATTACHMENT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

Vendor's Signature

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;

2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;

3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.

4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.

5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the City of Lauderhill and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Lauderhill and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this 15TH day of AUGUST, 2017

(If an individual, partnership, or non-incorporated organization)

Witness JESSICA MARS

Printed

Title

IGM INC.
Company

Greg A. Pluta
By

GREG A. PLUTNER
Printed Name, Title EXE. VP

(If a corporation, affix seal)

IGM INC.
Company

Greg A. Pluta
By

GREG A. PLUTNER
Printed Name, Title EXE VP.

Attested by Secretary

Incorporated under the laws of the State of DELEWARE.

CERTIFICATE

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of IGM INC., a corporation under the laws of the State of DELAWARE held on JUNE 6, 2017, the following resolution was duly passed and adopted:

"RESOLVED, that GREG A. PIONEER as EXE VP of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20___, between the City of Lauderhill, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 6 day of JUNE, 2017.

Secretary

STATE OF FLORIDA

COUNTY OF POLK

Sworn to and subscribed before me on this 6TH day of JUNE, 2017 by GREG A. PIONEER who [X] is personally known to me or who [ ] has presented the following type of identification: FLORIDA DL.

Signature of Notary Public, State of Florida

JESSICA PARES
MY COMMISSION # GG 083912
EXPIRES: March 27, 2021
Bonded Thru Notary Public Underwriters

Notary seal

OR

Printed, typed or stamped name of Notary and Commission Number

ATTACHMENT "F"

ACKNOWLEDGEMENT OF ADDENDUM

RFP 2017-037
TITLE GOLF COURSE MAINTENANCE SERVICES

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____-Dated _____

Addendum No. _____-Dated _____

Addendum No. _____-Dated _____

Name of Vendor's Service Contact: GREG PIONER

Address: 5385 GATEWAY BLVD #12
LAKELAND, FL 33811

Cell- 813-230-2837

Signature _____ Date 8-15-17

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.

Client#: 154049 MEADGOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/02/2017

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

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

PRODUCER	CONTACT NAME: Rebecca St. Pierre
CBIZ Weekes & Callaway 3945 West Atlantic Avenue Delray Beach, FL 33445 561 278-0448	PHONE (A/C, No, Ext): 561-900-1656 FAX (A/C, No): E-MAIL ADDRESS: rstpierre@cbizwc.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
International Golf Maintenance, Inc. 5385 Gateway Boulevard Suite 12 Lakeland, FL 33811	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: American Guarantee & Liability	26247
	INSURER C: Zenith Insurance Co.	13269
	INSURER D: Hartford Fire Insurance Co.	02231
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			21CESOF7135	03/01/2017	03/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X BI/PD Ded:10000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			21UENHV1311	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car						Uninsrd Mot	$1,000,000
B	X UMBRELLA LIAB X OCCUR			AUC557147205	03/01/2017	03/01/2018	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			M1108906	03/01/2017	03/01/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Florida statute requires 10 day notice of cancellation for non-payment of premium and 45 day notice for non renewal.

CERTIFICATE HOLDER

Lauderhill Golf Course
4141 NW 16th Street
Lauderhill, FL 33313

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CBIZ Insurance Services, Inc.

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International Golf Maintenance, Inc.
5385 Gateway Boulevard, Suite 12 • Lakeland, Florida 33811
(800) 413-5500 • (407) 589-7200 • Fax: (407) 589-7216

www.golfmaintenance.com

September 13, 2018

Danny Visconti, PGA
Director of Golf / GM
City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950

Dear Mr. Visconti:

First, we would like to thank you, the City, the operation's staff and the players at Indian Hills for your business and support over the last year. With your leadership and the improved golf course conditions, there is a resounding level of player excitement and endearment at the course once again. We are proud of the work Chris Garrett and our maintenance team have accomplished over the last year, and we are excited about the opportunity to continue the positive trend as the City's golf course maintenance provider.

We agree to the City's request to "piggyback" onto our contract with the City of Lauderhill, Florida. The contract terms and conditions are very similar to those we are performing at Indian Hills. A description of the maintenance services we provide to Indian Hills is below.

Services	**Description**
Utilities and Water	Provided by City
Phones / Internet / IT Support at Maintenance	Provided by IGM
Insurance	General Liability / WC provided by IGM
Capital Projects	Provided by City - IGM will assist with planning, budgeting and oversight
Invoicing / Payment	Monthly
Equipment / Irrigation Services	**Description**
Maintenance Facility	IGM to use facility and storage areas
Equipment Supply	Provided by City w/ IGM providing a rough mower

Inventory Records	Provided by IGM
Equipment and Irrigation Maintenance and Normal Repair	Provided by IGM
Pump Station and Well Repair and Maintenance	Provided by City
Fuel for Maintenance Operations	Provided by IGM
Employee Services	**Description**
Background Checks	Provided by IGM upon hire
Uniforms	Provided by IGM
Employee Training Program	Included
Job Safety Program	Included
Activity Reports (Quality, Field)	Included - Daily verbal - Monthly written recap
Routine Services	**Frequency**
Mow Greens	7x per week
Mow Tees, Collars and Approaches	3x per week
Mow Fairways	2-3x per week
Mow Tee and Green Slopes	1-2x per week
Mow Rough	1x per week
Rake Bunkers	4x per week
Change Cups and Tee Markers	5x per week unless rounds do not exceed 50 during the previous day
Accessories/Materials/Services	**Description**
Regulation and Practice Flags	Included - 1x per year
Regulation and Practice Flagsticks	Replaced 1x per year
Regulation and Practice Cups	Replaced 1x per year
Signage	Repair included if possible, replacement provided by City
Bunker Rakes	Repair and as-needed replacement included
Bunker Sand	Provided by City if needed
Soil Tests	Included

Topdressing and Divot Sand	Included
Wall, Bridge and Water Feature Repair	Provided by City if needed
Fungicides	Included
Herbicides	Included for irrigated areas
Insecticides	Included
Fertilizers	Included
Tree Pruning	Included up to a height of 12 feet
Cart Path Repair	Provided by City
Disposal of Organic and Inorganic Debris	Provided by City

The fees for the new contract term include:

Annual Fee Year 1 (Oct 2018 – Sept 2019)	$567,476 (equal to current amount)
Year 2	$584,500
Year 3	$593,268
Option Year 4	$602,167
Option Year 5	$611,199

Please let us know if we can answer any questions regarding this proposal, and we look forward to serving you and the City for another contract term.

Best Regards,

Steve Gano
Vice President of Operations

City Commission Regular Meeting **11.d.**

Meeting Date: 10/01/2018

Re: Approval of Johnson-Davis, Inc. Change Order No. 3 - $1,265,000 - Ref. Bid No. 2017-024

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request approval of a $1,265,000 construction contract award issued to Johnson-Davis, Inc. as required for emergency restoration and hardening of the Mayflower Canal between Gardenia Avenue and Virginia Avenue.

SUMMARY:

Hurricane Irma caused significant canal damage to the Mayflower Canal situated between Virginia Avenue and Edwards Road. The USDA Natural Resources Conservation Service (NRCS) previously allocated 75% of the estimated construction funding along with administration funding totaling $1,858,076.20 for the proposed repair work. However, this funding fell short of the total funding needed and only provided compensation for canal armoring between Edwards Road and Gardenia Avenue. NRCS has since approved allocation of additional funding in the amount of $1,265,000 (75% or $948,750 NRCS reimbursable and 25% or $316,250 SMU funded) for the construction work located between Gardenia Avenue and Virginia Avenue.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Leave the canal as-is and decline the grant funding

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works
USDA NRCS

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	40343003490
Amount:	$1,265,000

FISCAL IMPACT:

The initial cost of the construction shall be encumbered from SMU Revenue Account 403-4300-538-3490 with NRCS reimbursement in the amount of $948,750 to follow.

Attachments

CO No. 3 - Johnson-Davis - 091418

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/20/2018 03:43 PM
City Manager	Nick Mimms	09/25/2018 05:12 PM
Form Started By: Tracy Telle		Started On: 09/18/2018 09:47 AM
Final Approval Date: 09/25/2018		

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	
Due Date:	
Hours:	

REQUEST FOR LEGAL SERVICES

TO: BEN BRYAN, JR., CITY ATTORNEY

SUBMITTED BY: TRACY TELLE, ASSISTANT CITY ENGINEER

THROUGH: JOHN R. ANDREWS, P.E., CITY ENGINEER

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER

RE: JOHNSON-DAVIS, INC. CHANGE ORDER NO. 3
UNIT PRICE CONTRACT FOR STORMWATER UTILITY
INFRASTRUCTURE REPAIRS
REF. BID NO. 2017-024

DATE: SEPTEMBER 14, 2018

Service Required: (please circle or underline)

Review Documents | **Draft Document** | **Written Opinion Requested**

Attend Meetings | **Advise** | **Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Review and approval of Change Order No. 3 for Form and Correctness

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** This change order will provide construction services for the stabilization of the Mayflower Canal between Virginia Avenue and Gardenia Avenue as identified in the USDA Natural Resources Conservation Service (NRCS) Grant Agreement approved by the City Commission on May 29, 2018.

3. **Time considerations and their significance:** In accordance with the NRCS Agreement all work shall be completed by December 29, 2018 in order to qualify for the grant funding. Therefore, we request that this review be given priority so we may present this to the City Commission for final approval.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** SMU funding in the amount of $316,250 is required in order to fund the mandatory 25% construction match as stipulated within the USDA NRCS Agreement. Upon completion of City Attorney's review Change Order No. 3 will be presented to the Commission for approval.

5. **Factual background:** This construction is needed to fulfill a portion of the NRCS Agreement requirements which provides 75% compensation for Mayflower Canal Stabilization Phase III extending between Virginia Avenue and Gardenia Avenue. The Commission previously approved Johnson-Davis Change Order No. 2 on August 6, 2018 which funded construction costs associated with the Mayflower Canal Stabilization Phases I and II.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.)**

    - USDA NRCS Agreement
    - Bid No 2017-024 Agreement
    - Change Order No. 3 (2-originals)

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**

    Change Order No. 2 and USDA NRCS Agreement reviewed by James Messer

8. **If this is a request for review of a contract, provide the following:**

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** This change order has been reviewed and approved by the Assistant City Engineer

    b. **Insurance requirements that differ from the City's template insurance terms:** N/A

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

CHANGE ORDER NO. 3

UNIT PRICE CONTRACT FOR STORMWATER UTILITY INFRASTRUCTURE REPAIRS

Bid No. 2017-024

PROJECT: MAYFLOWER CANAL STABILIZATION PHASE III (VIRGINIA AVENUE TO GARDENIA AVENUE)

DATE: September 5, 2018

CONTRACTOR: Johnson-Davis, Inc.

OWNER: City of Fort Pierce

ORIGINAL 2018 ANNUAL CONTRACT AMOUNT	:	$ 200,000.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 2,287,626.88
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 1,265,000.00**
PROPOSED ANNUAL CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 3,552,626.88**
PROJECT EXPIRATION DATE	:	December 29, 2018

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for armoring of the remaining 1,419 LF of Mayflower Canal situated between Gardenia Avenue and Virginia Avenue. During Hurricane Irene this canal sustained damage to the canal banks and as part of the USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program, grant funding was made available for the repairs. The proposed work includes installation of rip-rap along the canal banks and canal bottom. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Description	*Unit*	*Qty*	*Unit Price*	*Amount*
1. Mobilization/Bond/General Conditions	LS	1	$70,000.00	$70,000.00
2. Maintenance of Traffic	LS	1	$5,400.00	$5,400.00
3. Clearing & Grubbing	LS	1	$25,000.00	$25,000.00
4. Canal Excavation	CY	7,700	$21.00	$161,700.00
5. Bedding Stone (#4) & Filter Fabric	TN	2,200	$90.00	$198,000.00
6. Rip-Rap (6" -12" coquina rock) Ditch Lining	TN	7,100	$100.00	$710,000.00
7. 6" PVC Extension	EA	1	$900.00	$900.00
8. 8" PVC Extension	EA	1	$1,000.00	$1,000.00
9. 10" PVC Extension	EA	3	$1,100.00	$3,300.00
10. 15" RCP Extension	EA	2	$1,400.00	$2,800.00
11. 18" RCP Extension	EA	8	$1,600.00	$12,800.00
12. 6'x6' Concrete End Treatment	EA	3	$500.00	$1,500.00
13. 6'x10' Concrete End Treatment	EA	4	$650.00	$2,600.00
14. 6'x13' Concrete End Treatment	EA	2	$900.00	$1,800.00
15. 13'x13' Concrete End Treatment	EA	1	$1,500.00	$1,500.00
16. 20'x18' Concrete End Treatment	EA	1	$2,100.00	$2,100.00

17. Rework Existing Rubble Outfall	EA	1	$4,500.00	$4,500.00
18. Dewatering	LS	1	$31,300.00	$31,300.00
19. Bahia Sod w/ Grading	SY	3,600	$8.00	$28,800.00
NET INCREASE BY THIS CHANGE ORDER				**$1,265,000.00**

III. JUSTIFICATION:

New construction

IV. PAYMENT:

This change order work will increase the existing Unit Price Stormwater Infrastructure Repairs Contract by $1,265,000. **Funding shall be encumbered from SMU Revenue Account No. 403-4300-538-3490 with NRCS reimbursement in the amount of $948,750.00 (75% of construction cost)**

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 9/14/18

APPROVED AS TO FORM AND CORRECTNESS:

Ben Bryan, Jr.
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

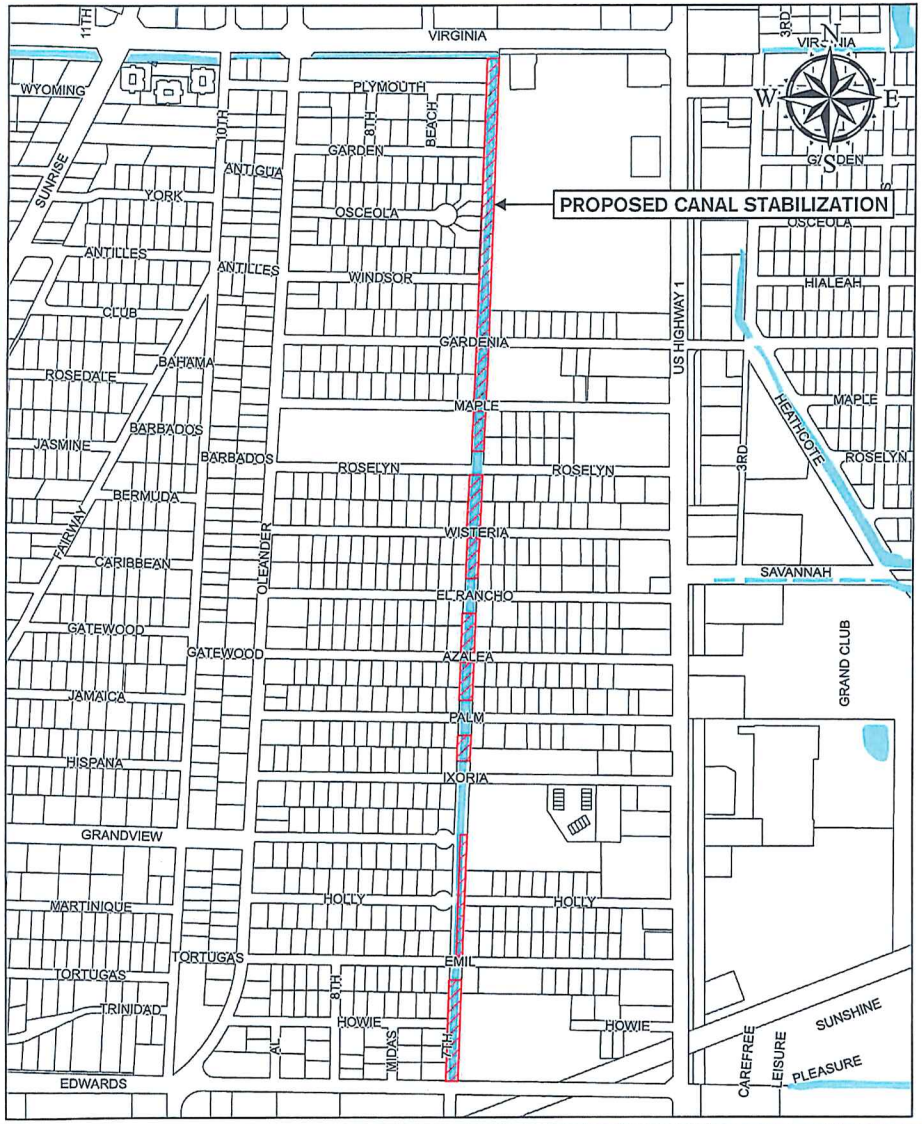
Date: _____

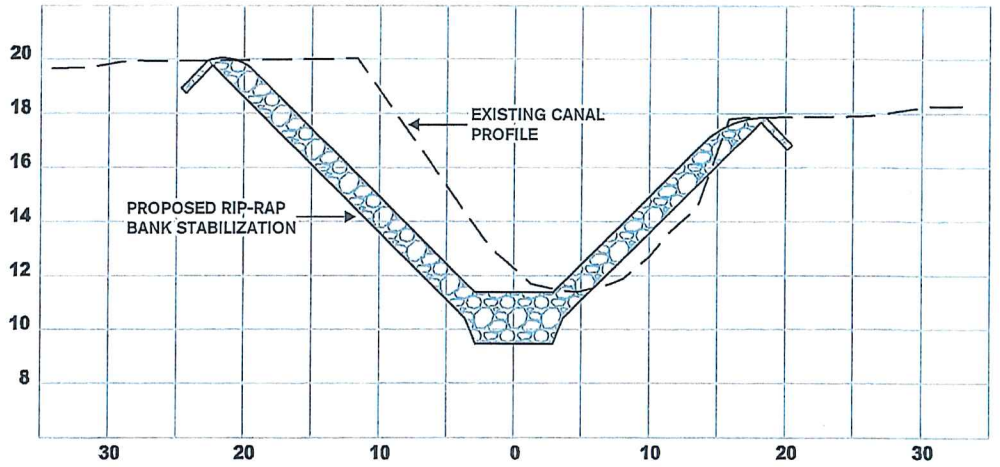
ACCEPTED BY:

Scott J. Johnson, President
Johnson-Davis, Inc.

By: _____
Signature

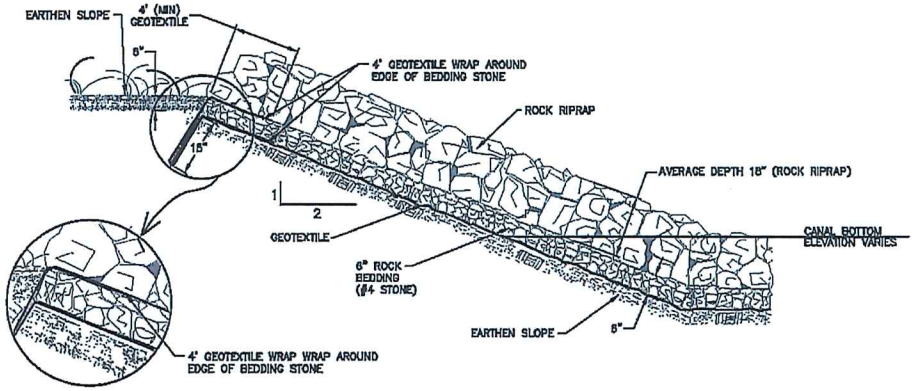
Date: 9/10/18





TYPICAL CANAL CROSS-SECTION

1" = 20' (horizontal) 1" = 10" (vertical)



TYPICAL ROCK RIPRAP DETAIL

SCALE: NONE

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

MAYFLOWER CANAL DETAIL SHEET

City Commission Regular Meeting **11.e.**

Meeting Date: 10/01/2018

Re: Case #16-1082 - 619 S 17th St - Bisesar

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

---

SUBJECT:

Request to reduce code enforcement lien in the amount of $44,040.00 against 619 S 17th Street, Ft. Pierce, FL 34950 - Parcel ID #2409-712-0120-000-4 - owned by Shawnawati Bisesar, 105 S. 21st Street, Ft. Pierce, FL 34950 to $500.00 payable in 30 days and to waive the $250.00 administration fee that may be imposed by the City Commission.

SUMMARY:

- The requestor is the property owner and she is responsible for the accumulation of fines. Digbijai Rai, her brother-in-law, has power of attorney.
- Mr. Rai disputed the code officer's report that the violations were not done in a timely manner. He hired a licensed contractor, Ray Villanova, to obtain the permit and to communicate with the building inspector, Shaun Coss.
- They are requesting the fines be waived but was willing to pay $500.00 to satisfy the lien.

RECOMMENDATION:

The Special Magistrate heard the property owner's request and recommends to the City Commission to reduce the lien to $500.00, to cover the administration costs incurred by the City, payable in 30 days.

Additionally, Staff recommends the City Commission waive the Administrative Fee of $250.00 that may be imposed by the City Commission for reduction requests placed before them for consideration.

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.

Fiscal Impact

Budgeted Y/N: 2018

Amount: 500.00

OTHER INFORMATION:

The Fiscal Impact could vary based on the decisions made by the City Commission concerning requests for reduction/rescindment of code enforcement liens.
$500.00 to the general fund providing the City Commission approves the reduction request as recommended by Staff.
$750.00 to the general fund should the City Commission impose the $250.00 administrative fee established by Rules of Procedure
Section 17 (e) for any requests for mitigation of a code enforcement lien heard by the City Commission.

Attachments

Request
Breakdown
7 Criteria
Admin Fees
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Kaitlyn Ballard	09/21/2018 07:51 AM
City Manager	Nick Mimms	09/25/2018 05:12 PM

Form Started By: Colleen Greer Started On: 09/13/2018 08:14 AM
Final Approval Date: 09/25/2018

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Fill out and return to me
I have your letter
SM Hearing Sept 5
City comm Sept 17

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	8/14/18				
Property address:	619 S. 17th STREET FORT PIERCE FL 34950				
Owner(s) of record:	SHANAWATTI BISESAR				
Mailing address:	105 S. 21st STREET FORT PIERCE FL 34950				
Property tax ID #:	2409-712-0120-000/4				
Original purchase date:		Original purchase price:			
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	DIGBIJAI RAI	Relationship to owner(s):	BROTHER IN LAW	~~516-383-7611~~	
Telephone #: 516 383-7611		Mobile phone #:	516-383-7611		
E-mail: BETTYRAI98@YAHOO.COM		Preferred contact method:			
What are owner(s) intentions for property: KEEP & MAINTAIN PROPERLY					
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 44,040.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 44,040.00

DOLLAR AMOUNT I AGREE TO PAY $ 500.00

X _____ 8/14/18 DIGBIJAI RAI

Signature of Owner or Representative Date Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 619 S. ~~21st~~ 17th STREET FORT PIERCE FL 34950

Property Owner: SHANAWATTI BISESAR

Mailing Address: 105 S. 21st STREET FORT PIERCE FL 34950

Telephone #: 516-383-7611 Cell Phone #: 516-383-7611

E-Mail Address: BETTYRAI98@YAHOO.COM

Is the property in compliance? YES If no, please explain in the narrative of your request.

I, DIGBIJAI RAI, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I HEREBY MAKE APPLICATION FOR A RESCINDMENT OF THE FINE OF $44,040.00 SINCE THE VILOTIONS WERE COMPLIED WITH. MY SELF AND WIFE WAS THERE WHEN IT WAS INSPECTED ON TIME BUT UNAWARE WHEN MY PAID LICENSED CONTRACTOR MR. VILLANOVA REPORTED IT. SINCE I AM UNWARE OF THE TIME HE REPORTED IT, I KINDLY ASK YOUR HONORABLE JUDGE TO WAIVE THE FINE. IF I AM IN ANY WAY RESPONSIBLE OR PARTIALLY RESPONSIBLE, THEN I AM WILLING TO PAY A FINE OF $500.00.

Date: 8/14/18

Signed: Digbijai Rai

Print Name: DIGBIJAI RAI

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Digbijai Rai who acknowledged before me that the information contained herein is true and correct He or She is / is not personally known to me and has produced Florida Dr. License as identification.

SWORN TO AND SUBSCRIBED before me this 14th day of August, 2018.

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	619 S. 17th STREET FORT PIERCE FL 34950

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☐ I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(c), I understand the requirements to be met and that my request will be heard and determination made by either the Special Magistrate or Code Enforcement Board that authorized Order Assessing Fine and Imposing Lien.

☒ I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(e) and that my request will be heard and determination made by the City Commission of the City of Fort Pierce.

[signature] 8/14/18 DIGBIJAI RAI

Signature of Owner or Representative — Date — Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before either the Special Magistrate or Code Enforcement Board that authorized the Order Assessing Fine and Imposing Lien.

Margaret M Amis 9/4/18 Margaret M Amis

City Representative — Date — Printed Name

105 S. 21st Street
Fort Pierce Fl 34950
6/27/18

Re - Property 619 S. 17th Street
Fort Pierce Fl 34950
Tax ID# 2400-712-0120-000/4
Code enforcement Clerk

My name is DIGBIJAI RAI and has a Power of attorney for Shanawattie Bisesar also known as Radica Shanawatte Pooneri by change of name and I will be her agent to represent her in the matter above.

1. I am filing this appeal to say, I never received a notice of a court date and this matter was tried without her being represented.
2. I am disputing the findings that the violations were not done on a timely matter and ask that the penalty be null and Void.
3. I have a letter dated 7/21/2016 that Shanawatte Bisesar was in compliance.
4. The only delay I know about in completion of the violations was Mr Shaun (Inspector) said we had to take out a new permit for a window. I hire a new contractor name Nillonavo who had to order the window, but was in communication with Mr Shaun.

Thank you.

yours faithfully

Dig Bij - Rai

DIGBIJAI RAI

Agent for Shanawatte Biseser

AKA: Radica Shanawatte Poonai

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **CODE ENFORCEMENT LIEN REDUCTION**
619 S 17th Street, Ft. Pierce, FL 34950

DATE: October 1, 2018

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 16-1082	$44,000.00	$.00	$40.00
TOTAL	$44,000.00	$.00	$40.00

CAN BE WAIVED (ALL COSTS) $44,040.00

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE
Special Magistrate Hearing Date: September 5, 2018

Case No: 16-1082 **Address: 619 S 17th Street**

1.) The gravity or seriousness of the violation:	**MODERATE**
2a.) Any and all actions taken by the violator to correct the violations; OR	**OWNER HIRED A CONTRACTOR TO OBTAIN A PERMIT AND MAKE ALL NECESSARY CORRECTIONS**
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	**N/A**
3.) The length of time necessary to bring the property into compliance:	**2 YEARS, 2 MONTHS**
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	**3**
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	**8**
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	**NOT TO MY KNOWLEDGE**
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	**NONE**

Administrative Cost Estimator

8/29/2018

Property Address: 619 S 17th Street Case 16-1082

Date case originated: 4/28/2016

Date case complied: 7/9/2018

Total time: 26 months

Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

Mailing Expense			
Regular 1st Class:	$0.44	10	$4.40
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	11	$5.50
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	26	$1,300.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
	Total Estimated Cost:		**$2,430.00**

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 619 S 17th ST	Parcel ID: 2409-712-0120-000-4	Account #: 22580	Sec/Town/Range: 09/35S/40E
Map ID: 24/09S	Zoning: R3	Use Type: 0800	Jurisdiction: Fort Pierce

Ownership

Shanawatti Bisesar
105 S 21st ST
Fort Pierce, FL 34950

Legal Description

TUCKER TERRACE BLK 7 LOT 22 (OR 2120-322)

Current Values

Just/Market:	$52,400	Assessed:	$26,753	Year	Just/Market	Assessed	Exemptions	Taxable
Exemptions:	$0	Taxable:	$26,753	2018	$52,400	$26,753	$0	$26,753
				2017	$35,400	$24,321	$0	$24,321
				2016	$29,900	$22,110	$0	$22,110

Historical Values 3-year

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-13-2004	2120 / 0322	XX00	WD	Robinson Gisella H	$89,000
06-27-2001	1412 / 0990	XX01	WD	Three Properties X Inc	$90,000
04-30-2001	1387 / 2163	XX03	SP	C G and L Properties	$1,400,000

Primary Building Information

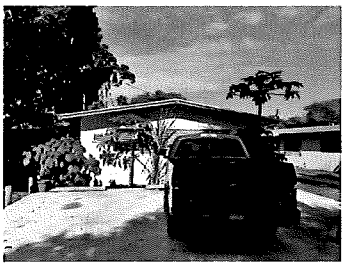
Finished Area of this building: 1,296 SF
Gross Area of this building: 1,296 SF

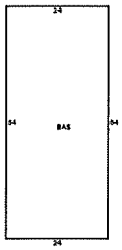
Exterior Data

View:	Roof Cover: Asph Shingle	Roof Structure: Gable	Building Type: MFH
Year Built: 1959	Frame:	Grade: MFAQ	Effective Year: 1970
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 2	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 2	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors: Terrazo





Total Areas

Finished/Under Air (SF):	1,296
Gross Area (SF):	1,296
Land Size (acres):	0.13
Land Size (SF):	5,579
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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City Commission Regular Meeting **11.f.**

Meeting Date: 10/01/2018

Re: 510 Wisteria Avenue - Installation of Above-Ground Diesel Storage Tank for Generator

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to install an above-ground diesel storage tank at 510 Wisteria Avenue.

SUMMARY:

Request to install a 211 gallon above ground SD25 SSS 2.4L diesel storage tank for 25 kw Industrial diesel generator set (generator) located at 510 Wisteria Avenue.

RECOMMENDATION:

Approve installation.

ALTERNATIVES:

Do not approve installation.

RESPONSIBLE STAFF:

Shaun Coss, CFM, Building Department Coordinator

COORDINATED WITH:

Paul Thomas, CBO, CFM, Building Official

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

510 Wisteria - Tank

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	09/19/2018 08:37 AM
City Manager	Nick Mimms	09/25/2018 05:12 PM

Form Started By: Karen Murphy Started On: 09/12/2018 02:42 PM

Final Approval Date: 09/25/2018

A2P0068A

CITY OF FORT PIERCE, FLORIDA
BUILDING DEPARTMENT
APPLICATION FOR BUILDING PERMIT

(772) 467-3718 FAX (772) 467-3849
building@city-ftpierce.com

PERMIT # 18-3032
FBC (2017) 6th Edition
PIN # 28 7632

Building Department Project Manager: Shawna

*Property Address 510 Wisteria AVE West *Date _____

Parcel ID# 2422-602-0241-020-7 (Located on your tax bill) *# of plans submitted ____ * # of CD's submitted ____

*Owner Name Mar Investment Enterprises *Owner Address 119 SE 12th St Fort Lauderdale, FL 33316

Phone # (954) 444 - 2822 Fax # (____)_____-_____ Cell # (____)_____-_____

Email Address bart.simon@towerquest.com

***Required Information**

Type of permit Back up generator *Valuation $ 10,000.00

*Description of Work: Install diesel generator on existing concrete slab (A2P0068A)

Architect: _____

Phone(____)_____-_____Fax (____)_____-_____Email Address _____

Engineer: _____

Phone(____)_____-_____Fax (____)_____-_____Email Address _____

***CONTRACTOR/APPLICANT INFORMATION:**

City License # _____ State License # EC0000187

Company Name East Ocean Electric Qualifier Robert Koenekamp

Address 1581 Bayridge Place City/State Wellington Zip 33414

Phone # (954) 444 - 2822 Fax # (____)_____-_____ Cell # (____)_____-_____

Email Address Stordemseelectric@gmail.com

Occupancy _____ Construction Type _____ # of Units _____ # of Stories _____

Sq. Ft. Conditioned Space _____ Total Sq. Ft. _____

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city ordinances, state statutes and other applicable rules and regulations have been satisfied. I am also verifying that all sets of plans submitted are identical.

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for electrical work, plumbing, signs, wells, pools, furnaces, boilers, heaters, tanks, and air conditioners etc.

Owner's Affidavit: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

City of Fort Pierce - Electrical Information Form

To be completed with every electrical permit application

*Items must be filled in

Address: 2633 S. US1 Ft Pierce # of Units _____ Permit # _____

*Current Size of Service: _____ *Proposed size of service: _____

*Size of Amps: 200A Phases: _____ # of Units being worked on: _____

Circle all that Apply

Use of Building: Single Family Duplex Garage Multi-family Commercial

*Existing Service: Underground overhead

Changing from overhead to underground: Yes no

Scope of Work:

New Service Mobile Home Hook-up Swimming Pool Temp Pole Sign

Service Repair Service Change: Increase from _____ to _____

Renovation or Addition (specify): Adding generator diesel 25kW

Other (specify) : _____

INDICATE EQUIPMENT TO BE INSTALLED

Circle all that apply

Air Conditioning	Stoves	Switches	Phone
Exhaust Fan	Disposal	Pool	Security
Neon Tubing	Furnace	Electric Sign	Communications
Pumps	Paddle Fan	Motors	Sound
Dishwasher	Spa	Outdoor Lighting	Signaling
Fixtures	Dryer	Water Heater	Photovoltaic KW _____
Outlets	Hood Fan	TV	Other (specify) Generator

If you are upgrading the service: the service must go underground per Fort Pierce Code of Ordinance Section 5-1.101.4.1.1: Underground Electrical Service. All new or replacement utility service(s) shall be served by means of underground lateral service from the distribution point to the building in accordance with the requirements as set forth by the Fort Pierce Utilities Authority. Approval to activate electrical service shall not be granted if there is failure to comply with this provision.

WARNING TO OWNER:
YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.
IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Must be signed by owner/Agent and applicant:

Robert Koenekamp
(Signature of contractor)

State of Florida, County of Palm Beach

Affirmed to and subscribed before me this 13 Aug 2018, by Robert Koenekamp personally known to me or who has produced as identification.

Notary Signature: Linda Palozzola

Notary Public State of Florida
Linda Palozzola
My Commission GG 197440
Expires 04/07/2022

Notary (print name) Linda Palozzola

(Signature of Owner or Agent (including contractor))

State of Florida, County of Broward

Affirmed to and subscribed before me this 21, August 2018, by Jose Delgado personally known to me or who has produced as identification.

Notary Signature:

MARIA SIMON
Notary Public - State of Florida
Commission # GG 005405
My Comm. Expires Sep 10, 2020
Bonded through National Notary Assn.

Notary (print name)

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies. "SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate applications.

Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

FEE SIMPLE TITLEHOLDER, BONDING COMPANY AND MORTGAGE LENDER INFORMATION IS REQUIRED WHEN THE AGGREGATE VALUE (TOTAL COST OF ALL IMPROVEMENTS AND NOT JUST WORK AUTHORIZED BY THE INDIVIDUAL PERMIT) IS $2500 OR MORE (EXCEPT HVAC REPAIR/REPLACEMENT< $7500). PLEASE ADDRESS ALL ITEMS.

Fee Simple Titleholder's ☐ **Same as Owner**
Name (if other than owner):
Address:
City: **State:** **Zip:**

Bonding Company ☐ **Not Applicable**
Name:
Address:
City: **State:** **Zip:**

Mortgage Lender's ☐ **Not Applicable**
Name:
Address:
City: **State:** **Zip:**

OFFICE USE ONLY

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

☐ Yes ☒ No SCB

Flood Zone: Reviewed by: Determination:

Permit Fee	$ 125	Other	$	Plan Review Fee	$ 75 pd
State Surcharge	$ 5.00	Other	$	Routing Fee	$
Subcontractor	$	Flood Review Fee	$	Other	$
Total Amount Due at Issuance		$ 130 pd			

Active Code Violation ☐ Yes ☒ No
Case #
Case Type

Remarks

Reviewed by SCB Date 9-6-18 Final Check Date

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

Permit Conditions

DATE: SEPTEMBER 10, 2018

PERMIT #: 18-3032
OWNER: MAR INVESTMENT ENTERPRISES
CONTRACTOR: EAST OCEAN ELECTRIC
PROJECT ADDRESS: 510 WISTERIA AVE

THE ABOVE REFERENCED PERMIT HAS BEEN ISSUED WITH THE FOLLOWING CONDITIONS: ANY FURTHER QUESTIONS PLEASE CONTACT MARIA LEWICKA - PLANNING & ZONING 772-467-3738

1) **THE PROPOSED ABOVE GROUND DIESEL TANK WILL REQUIRE CITY COMMISION APPROVAL (SEC. 7-20)**

The above conditions must be addressed prior to requesting an inspection for the item included or prior to final approval of the project. Any items not properly addressed will hold up final approval and issuance of the required certificate of occupancy/completion. Some items listed above may require revised plans, as-built plans and/or certification by a licensed architect or *Engineer. When dealing with revised* documents, please allow sufficient time for review and approval by appropriate departments or agencies. **Approval must be granted prior to requesting any inspection.**

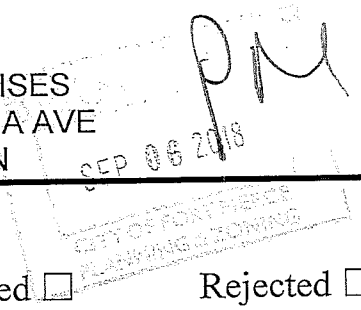
I have read the above statement and will abide by same:

_____

Contractor or Owner/Builder's Signature Date

CITY OF FORT PIERCE BUILDING DEPARTMENT ROUTING FORM

September 6, 2018
Permit #:18-00003032
Owner Name: MAR INVESTMENT ENTERPRISES
Property Address: 510 (W PARCEL) WISTERIA AVE
Type of Permit: GENERATOR INSTALLATION



PM Shanna

Planning:
Approved ☑ ML 9/7/2018 Approved as Noted ☐ Rejected ☐ N/A ☐

Historic:
Approved ☐ Individually Designated ☐ Approved as Noted ☐ District ☐ Rejected ☐ N/A ☐

Arch Design:
Approved ☐ Approved as Noted ☐ Rejected ☐ N/A ☐

Landscape:
Approved ☐ Approved as Noted ☐ Rejected ☐

Comments: THE PROPOSED ABOVE GROUND DIESEL TANK WILL REQUIRE City Commission Approval (SEC. 7-20.

Zoning _____

Calculations (Road)

Land Use		Fee per Unit		Impact Fee
# Units _____	x	_____	=	_____
# Sq. Ft_____	x	_____	=	_____

Calculations (School, Parks, Library, Public Bldgs)

# Units _____	x	_____	=	_____
# Sq. Ft_____	x	_____	=	_____

Impact fee credits due to change of use or previously demolished buildings: $_____

Road Impact Fee: _____ Road Impact Fee: _____ Road Impact Fee: _____
School Impact Fee: _____ School Impact Fee: _____ School Impact Fee: _____
Parks Impact Fee: _____ Parks Impact Fee: _____ Parks Impact Fee: _____
Library Impact Fee: _____ Library Impact Fee: _____ Library Impact Fee: _____
Public Bldg Impact Fee: _____ Public Bldg Impact Fee: _____ Public Bldg Impact Fee: _____
Fire/ EMS Impact Fee: _____ Fire/ EMS Impact Fee: _____ Fire/ EMS Impact Fee: _____
Law Impact Fee: _____ Law Impact Fee: _____ Law Impact Fee: _____

Impact Fee Credit: _____

TOTAL IMPACT FEE: _____

SD025 | 2.4L | 25 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

STANDBY POWER RATING

25 kW, 31 kVA, 60 Hz

PRIME POWER RATING*

23 kW, 28 kVA, 60 Hz

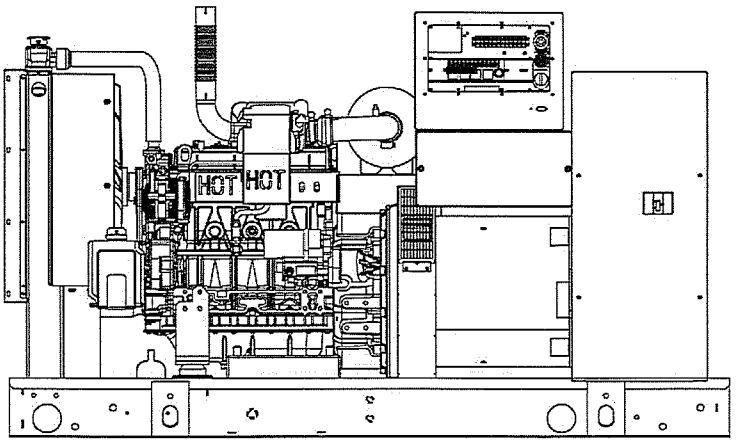


Image used for illustration purposes only

*Built in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the U.S. or its Territories.

**Certain options or customization may not hold certification valid.

CODES AND STANDARDS

Generac products are designed to the following standards:

UL2200, UL508, UL142, UL498

NFPA70, 99, 110, 37

NEC700, 701, 702, 708

ISO9001, 8528, 3046, 7637, Pluses #2b, 4

NEMA ICS10, MG1, 250, ICS6, AB1

ANSI C62.41

POWERING AHEAD

For over 50 years, Generac has led the industry with innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac's gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial application under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD025 | 2.4L | 25 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM

General

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel flexible exhaust connection
- Critical Exhaust Silencer (enclosed only)
- Factory Filled Oil
- Radiator Duct Adapter (open set only)

Fuel System

- Fuel lockoff solenoid
- Primary fuel filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone resistant hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene glycol antifreeze
- 120 VAC Coolant Heater

Engine Electrical System

- Battery charging alternator
- Battery cables
- Battery tray
- Solenoid activated starter motor
- Rubber-booted engine electrical connections

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 leads (3-phase, non 600 V)
- Class H insulation material
- Vented rotor
- 2/3 pitch
- Skewed stator
- Auxiliary voltage regulator power winding
- Amortisseur winding
- Brushless Excitation
- Sealed Bearings
- Automated manufacturing (winding, insertion, lacing, varnishing)
- Rotor dynamically spin balanced
- Full load capacity alternator
- Protective thermal switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of circuits - high/low voltage
- Separation of circuits - multiple breakers
- Silencer Heat Shield
- Wrapped Exhaust Piping
- Silencer housed in discharge hood (enclosed only)
- Standard Factory Testing
- 2 Year Limited Warranty (Standby rated Units)
- 1 Year Limited Warranty (Prime rated Units)
- Silencer mounted in the discharge hood (enclosed only)

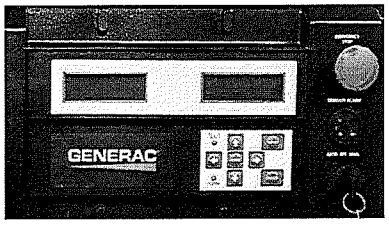
ENCLOSURE (IF SELECTED)

- Rust-proof fasteners with nylon washers to protect finish
- High performance sound-absorbing material
- Gasketed doors
- Stamped air-intake louvers
- Air discharge hoods for radiator-upward pointing
- Stainless steel lift off door hinges
- Stainless steel lockable handles
- Rhino Coat™- Textured polyester powder coat

TANKS (IF SELECTED)

- UL 142
- Double wall
- Vents
- Sloped top
- Sloped bottom
- Factory pressure tested (2 psi)
- Rupture basin alarm
- Fuel level
- Check valve in supply and return lines
- Rhino Coat™- Textured polyester powder coat
- Stainless hardware

CONTROL SYSTEM



Control Panel

- Digital H Control Panel - Dual 4x20 Display
- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable PLC
- RS-232/485
- All-Phase Sensing DVR
- Full System Status
- Utility Monitoring
- Low Fuel Pressure Indication
- 2-Wire Start Compatible
- Power Output (kW)
- Power Factor
- kW Hours, Total & Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus protocol
- Predictive Maintenance algorithm
- Sealed Boards
- Password parameter adjustment protection
- Single point ground
- 15 channel data logging
- 0.2 msec high speed data logging
- Alarm information automatically comes up on the display

Alarms

- Oil Pressure (Pre-programmable Low Pressure Shutdown)
- Coolant Temperature (Pre-programmed High Temp Shutdown)
- Coolant Level (Pre-programmed Low Level Shutdown)
- Low Fuel Pressure Alarm
- Engine Speed (Pre-programmed Over speed Shutdown)
- Battery Voltage Warning
- Alarms & warnings time and date stamped
- Alarms & warnings for transient and steady state conditions
- Snap shots of key operation parameters during alarms & warnings
- Alarms and warnings spelled out (no alarm codes)

SD025 | 2.4L | 25 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

CONFIGURABLE OPTIONS

ENGINE SYSTEM

General

- O Oil Heater
- O Industrial Exhaust Silencer

Fuel System

- O Flexible fuel lines
- O Primary fuel filter

Engine Electrical System

- O 10A UL battery charger
- O 2.5A UL battery charger
- O Battery Warmer

ALTERNATOR SYSTEM

- O Alternator Upsizing
- O Anti-Condensation Heater
- O Tropical coating
- O Permanent Magnet Excitation

CIRCUIT BREAKER OPTIONS

- O Main Line Circuit Breaker
- O 2nd Main Line Circuit Breaker
- O Shunt Trip and Auxiliary Contact
- O Electronic Trip Breaker

GENERATOR SET

- O Gen-Link Communications Software (English Only)
- O 8 Position Load Center
- O 2 Year Extended Warranty
- O 5 Year Warranty
- O 5 Year Extended Warranty

ENCLOSURE

- O Weather Protected
- O Level 1 Sound Attenuation
- O Level 2 Sound Attenuation
- O Steel Enclosure
- O Aluminum Enclosure
- O 150 MPH Wind Kit
- O 12 VDC Enclosure Lighting Kit
- O 120 VAC Enclosure Lighting Kit
- O AC/DC Enclosure Lighting Kit
- O Door Alarm Switch

TANKS (Size on last page)

- O Electrical Fuel Level
- O Mechanical Fuel Level
- O 54 Gal (204.4 L) Usable Capacity
- O 132 Gal (499.7 L) Usable Capacity
- O 211 Gal (798.7 L) Usable Capacity
- O 300 Gal (1135.6 L) Usable Capacity
- O 8" Fill Extension
- O 13" Fill Extension
- O 19" Fill Extension

CONTROL SYSTEM

- O 21-Light Remote Annunciator
- O Remote Relay Panel (8 or 16)
- O Oil Temperature Sender with Indication Alarm
- O Remote E-Stop (Break Glass-Type, Surface Mount)
- O Remote E-Stop (Red Mushroom-Type, Surface Mount)
- O Remote E-Stop (Red Mushroom-Type, Flush Mount)
- O Remote Communication - Modem
- O Remote Communication - Ethernet
- O 10A Run Relay
- O Ground Fault Indication and Protection Functions

ENGINEERED OPTIONS

ENGINE SYSTEM

- O Coolant heater ball valves
- O Block Heaters
- O Fluid containment pans

ALTERNATOR SYSTEM

- O 3rd Breaker Systems

CONTROL SYSTEM

- O Spare inputs (x4) / outputs (x4) - H Panel Only
- O Battery Disconnect Switch

GENERATOR SET

- O Special Testing
- O IBC Seismic Certification

ENCLOSURE

- O Motorized Dampers
- O Door switched for intrusion alert
- O Enclosure ambient heaters

TANKS

- O Overfill Protection Valve
- O UL2085 Tank
- O ULC S-601 Tank
- O Stainless Steel Tank
- O Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- O Vent Extensions

RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications. Power ratings in accordance with ISO 8528-1, Second Edition

SD025 | 2.4L | 25 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Generac
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emissions Data Sheet
Cylinder #	4
Type	In-Line
Displacement - L (cu In)	2.4 (146.46)
Bore - mm (in)	90 (3.54)
Stroke - mm (in)	94 (3.70)
Compression Ratio	21.3:1
Intake Air Method	Turbocharged
Cylinder Head Type	Cast Iron
Piston Type	Aluminium

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	+/- 0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow
Crankcase Capacity - L (qts)	6.2 (6.52)

Cooling System

Cooling System Type	Closed Recovery
Water Pump	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed (rpm)	2698
Fan Diameter mm (in)	560 (22)
Coolant Heater Wattage	1500
Coolant Heater Standard Voltage	120 VAC

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (microns)	5
Fuel Injection	Distribution Injection Pump
Fuel Pump Type	Engine Driven Gear
Injector Type	Mechanical
Fuel Supply Line mm (in)	7.94 (0.31)
Fuel Return Line mm (in)	7.94 (0.31)

Engine Electrical System

System Voltage	12 VDC
Battery Charging Alternator	Std
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	390
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	<50

Standard Excitation	Synchronous
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SD025 | 2.4L | 25 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

OPERATING DATA

POWER RATINGS

		Standby
Single-Phase 120/240 VAC @1.0pf	25 kW	Amps: 104
Three-Phase 120/208 VAC @0.8pf	25 kW	Amps: 87
Three-Phase 120/240 VAC @0.8pf	25 kW	Amps: 75
Three-Phase 277/480 VAC @0.8pf	25 kW	Amps: 38
Three-Phase 346/600 VAC @0.8pf	25 kW	Amps: 30

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

		480 VAC						208/240 VAC					
Alternator	kW	10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%
Standard	25	16	25	33	41	49	57	12	19	25	31	37	43
Upsize 1	35	24	36	48	60	72	84	18	27	36	45	54	63
Upsize 2	40	27	41	54	68	81	95	20	31	41	51	61	71

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)
3 (1)
Total Fuel Pump Flow (Combustion + Return)
4.5 gal/hr

Diesel - gal/hr (l/hr)

Percent Load	Standby
25%	0.8 (3.0)
50%	1.33 (5.0)
75%	1.67 (6.3)
100%	2.5 (9.5)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow per Minute	gal/min (l/min)	10 (38)
Coolant System Capacity	gal (L)	2.8 (10.95)
Heat Rejection to Coolant	BTU/hr	103,080
Inlet Air	cfm (m3/hr)	4,500 (7647)
Max. Operating Radiator Air Temp	F° (C°)	122 (50)
Max. Ambient Temperature (before derate)	F° (C°)	110 (43.3)
Maximum Radiator Backpressure	in H_2O	0.5

COMBUSTION AIR REQUIREMENTS

		Standby
Flow at Rated Power	cfm (m3/min)	90 (2.55)

ENGINE

		Standby
Rated Engine Speed	rpm	1800
Horsepower at Rated kW**	hp	49
Piston Speed	ft/min (m/min)	1110 (338)
BMEP	psi	117

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		Standby
Exhaust Flow (Rated Output)	cfm (m^3/min)	208 (354)
Max. Backpressure (Post Silencer)	inHg (Kpa)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	790 (421)
Exhaust Outlet Size (Open Set)	mm (in)	63.5 (2.5)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards.

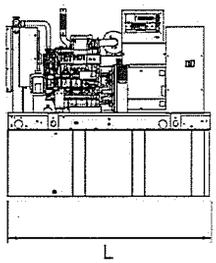
SD025 | 2.4L | 25 kW

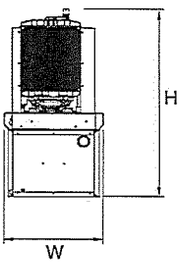
INDUSTRIAL DIESEL GENERATOR SET

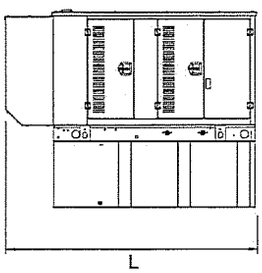
EPA Certified Stationary Emergency

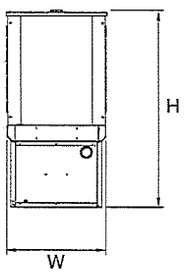
GENERAC | INDUSTRIAL POWER

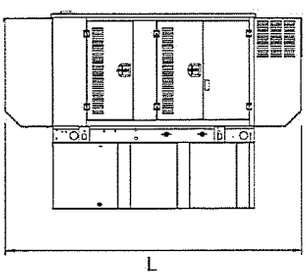
DIMENSIONS AND WEIGHTS*

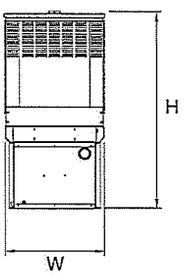


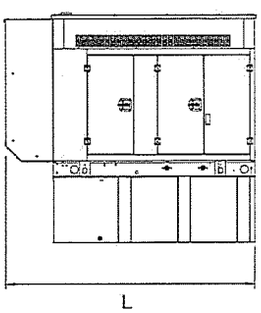


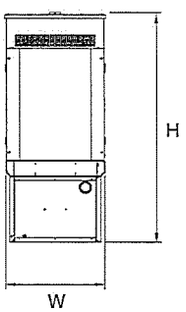












OPEN SET

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Tank & Open Set
NO TANK	-	76 (1930.4) x 37.4 (949.9) x 42.2 (1072.1)	2060 (934)
21	54 (204.4)	76 (1930.4) x 37.4 (949.9) x 55.2 (1402.1)	2540 (1152)
52	132 (499.7)	76 (1930.4) x 37.4 (949.9) x 67.2 (1706.9)	2770 (1257)
84	211 (798.7)	76 (1930.4) x 37.4 (949.9) x 79.2 (2011.7)	2979 (1351)
120	300 (1135.6)	92.9 (2360) x 37.4 (949.9) x 82.7 (2100.6)	3042 (1380)

STANDARD ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	94.8 (2408.9) x 38 (965.2) x 49.5 (1258.1)		
21	54 (204.4)	94.8 (2408.9) x 38 (965.2) x 62.5 (1587.5)		
52	132 (499.7)	94.8 (2408.9) x 38 (965.2) x 74.5 (1892.3)	302 (137)	191 (87)
84	211 (798.7)	94.8 (2408.9) x 38 (965.2) x 86.5 (2197.1)		
120	300 (1135.6)	94.8 (2408.9) x 38 (965.2) x 90 (2286)		

LEVEL 1 ACOUSTIC ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	112.5 (2857.1) x 38 (965.2) x 49.5 (1258.1)		
21	54 (204.4)	112.5 (2857.1) x 38 (965.2) x 62.5 (1587.5)		
52	132 (499.7)	112.5 (2857.1) x 38 (965.2) x 74.5 (1892.3)	455 (206)	288 (131)
84	211 (798.7)	112.5 (2857.1) x 38 (965.2) x 86.5 (2197.1)		
120	300 (1135.6)	112.5 (2857.1) x 38 (965.2) x 90 (2286)		

LEVEL 2 ACOUSTIC ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	94.8 (2408.9) x 38 (965.2) x 62 (1573.9)		
21	54 (204.4)	94.8 (2408.9) x 38 (965.2) x 75 (1905)		
52	132 (499.7)	94.8 (2408.9) x 38 (965.2) x 87 (2209.8)	460 (209)	291 (132)
84	211 (798.7)	94.8 (2408.9) x 38 (965.2) x 99 (2514.6)		
120	300 (1135.6)	94.8 (2408.9) x 38 (965.2) x 102.5 (2603.5)		

*All measurements are approximate and for estimation purposes only. Sound dBA can be found on the sound data sheet. Enclosure Only weight is added to Tank & Open Set weight to determine total weight.

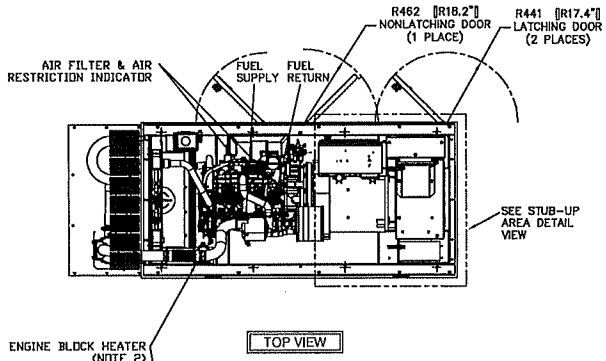
YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

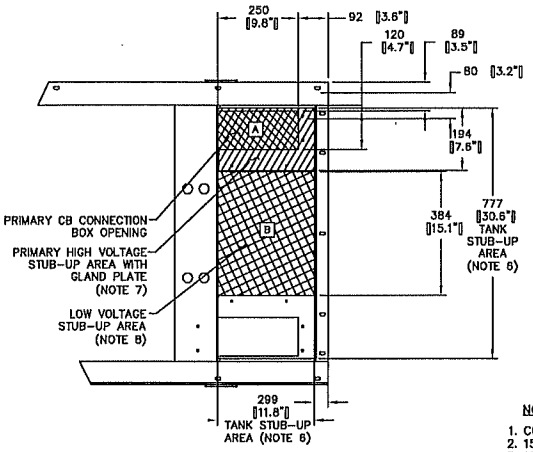
Generac Power Systems, Inc. | P.O. Box 8 | Waukesha, WI 53187
P: (262) 544-4811 © 2015 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice.

Part No 0K5084
Rev. E 08/19/15

0J7500A-TM

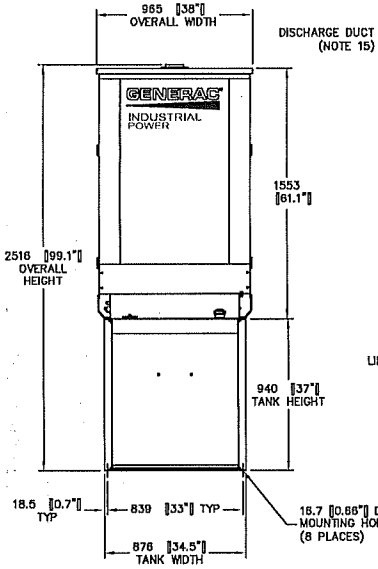


TOP VIEW

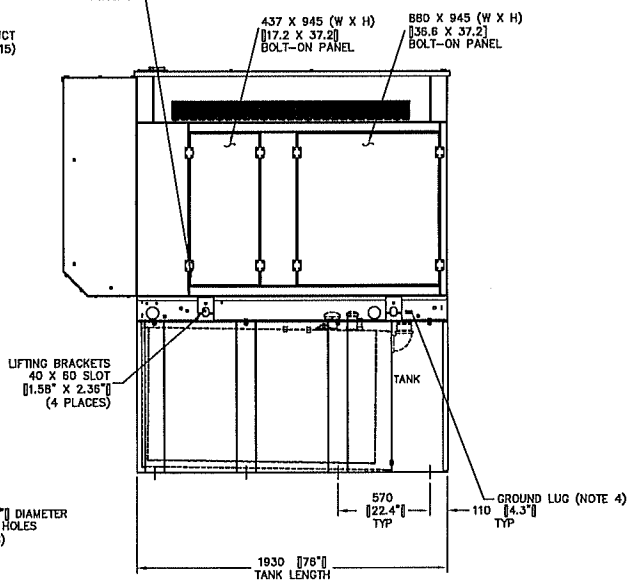


STUB-UP AREA DETAIL VIEW (2X SCALE)

RECOMMENDED ELECTRICAL STUB-UPS (SEE DETAILED VIEW & TOP VIEW)	
DESCRIPTION	INSIDE BASE
HIGH VOLTAGE STUB-UP AREA 1) AC LOAD LEAD CONDUIT AREA. 2) 120/240 VAC FROM UTILITY (BY OTHERS) (GLAND PLATE INCLUDED)	A
LOW VOLTAGE STUB-UP AREA 1) TRANSFER SWITCH/ COMMUNICATION CONDUITS. COMMUNICATIONS AND 2-WIRE START MUST NOT BE RUN IN CONDUIT WITH AC WIRING. (SEE NOTE 8)	B



FRONT VIEW



LEFT SIDE VIEW
(WITH DOORS REMOVED)

NOTES:

1. CONTROL PANEL INCLUDES BATTERY CHARGER WITH THREE PRONG CORD.
2. 1500W 120VAC ENGINE BLOCK HEATER WITH THREE PRONG CORD.
3. 12 VOLT NEGATIVE GROUND SYSTEM.
4. GENERATOR MUST BE GROUNDED.
5. CENTER OF GRAVITY & WEIGHT MAY SHIFT SLIGHTLY DUE TO UNIT OPTIONS.
6. STUB-UPS: BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
7. HIGH VOLTAGE STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTION TO THE MAIN LINE CIRCUIT BREAKER, THE NEUTRAL CONNECTION, AND AUXILIARY 120/240V CONNECTION.
8. CONNECTION POINTS FOR CONTROL WIRES. BOTTOM OF LOW VOLTAGE CUSTOMER CONNECTION BOX HAS KNOCKOUTS FOR 1/2" AND 3/4" CONDUIT FITTINGS.
9. MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
10. MUST ALLOW FREE FLOW OF INTAKE AIR. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
11. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM THE RADIATOR IS NOT RECIRCULATED.
12. IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS.
13. 211 GALLON USEABLE CAPACITY BASETANK IS INCLUDED WITH GENERATOR.
14. UNIT IS SHIPPED WITH FUEL SUPPLY AND RETURN LINES DISCONNECTED AND PLUGGED BETWEEN ENGINE AND FUEL TANK. THIS HAS BEEN DONE TO FACILITATE PRESSURE TESTING OF THE TANK IN THE FIELD. FOR INFORMATION REGARDING CONNECTING THE FUEL SUPPLY AND RETURN LINES PRIOR TO START UP, SEE THE FUEL TANK FIELD TESTING PROCEDURE (0E5082) SUPPLIED IN THE TANK LOOSE VENTS KIT, WHICH IS SHIPPED WITH THIS GENERATOR.
15. SEE DRAWING 0C3850 FOR DISCHARGE DUCT REMOVAL. REMOVAL OF DUCT WILL PROVIDE ACCESS TO MUFFLER FOR SERVICING.

WEIGHT DATA: (INCLUDES EMPTY FUEL TANK)
GENERATOR: (3280 LBS)

UNITS: mm [INCHES]

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS.

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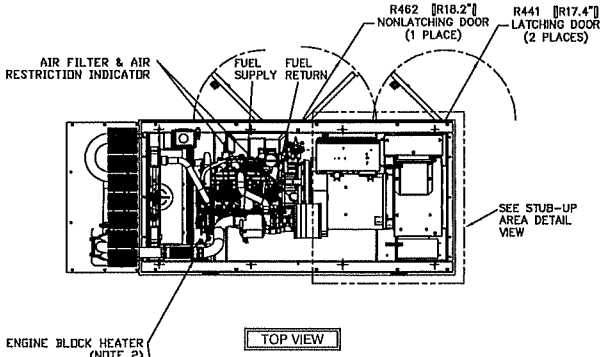
INSTALLATION DRAWING

INSTALL SD25 SSS DIESEL 2.4L
LV2A OUTDOOR SOUND ATTENUATED
WITH 211 GALLON U.L. 142
DOUBLE WALL FUEL TANK BASE

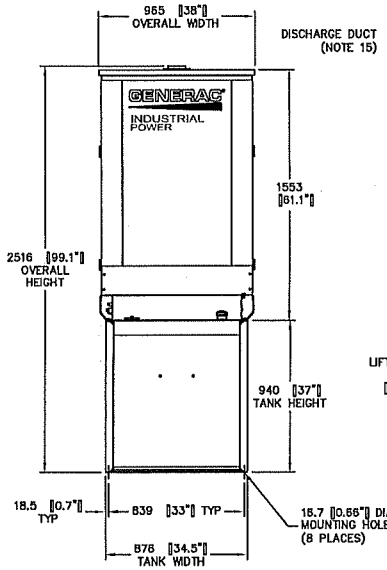
GENERAC POWER SYSTEMS
Waukesha
P.O. BOX 8
WAUKESHA, WIS. 53187

FILE NAME	0J7500A-TM.DWG	SIZE B
SCALE	1 = 30	FIRST USE
DWG NO.	0J7500A-TM	REV A

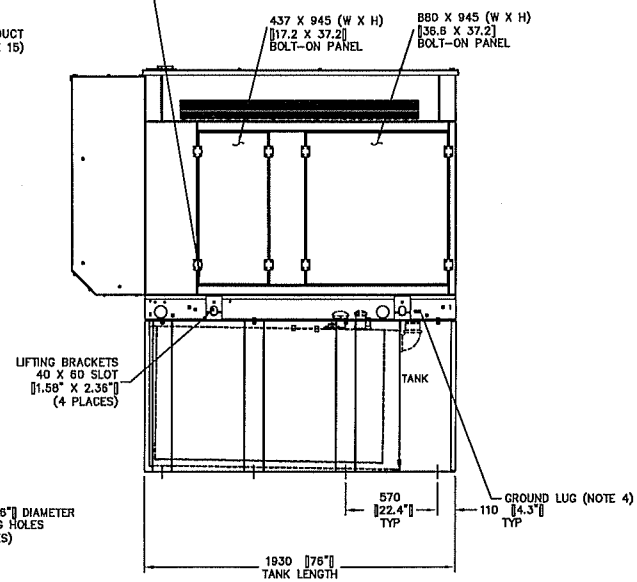
0J7500A-TM



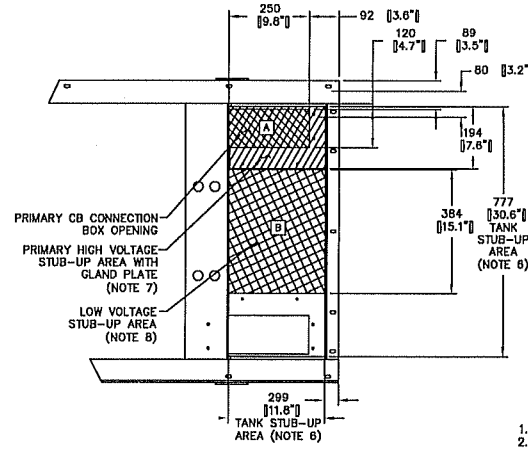
TOP VIEW



FRONT VIEW



LEFT SIDE VIEW
(WITH DOORS REMOVED)



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GENERATOR: (3280 LBS)

UNITS: mm [INCHES]

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INSTALLATION DRAWING

INSTALL SD25 SSS DIESEL 2.4L
LV2A OUTDOOR SOUND ATTENUATED
WITH 211 GALLON U.L. 142
DOUBLE WALL FUEL TANK BASE

GENERAC POWER SYSTEMS
Waukesha
P.O. BOX 8
WAUKESHA, WIS. 53187

FILE NAME	0J7500A-TM.DWG	SIZE B
SCALE	1 = 30	FIRST USE
DWG NO.	0J7500A-TM	REV A

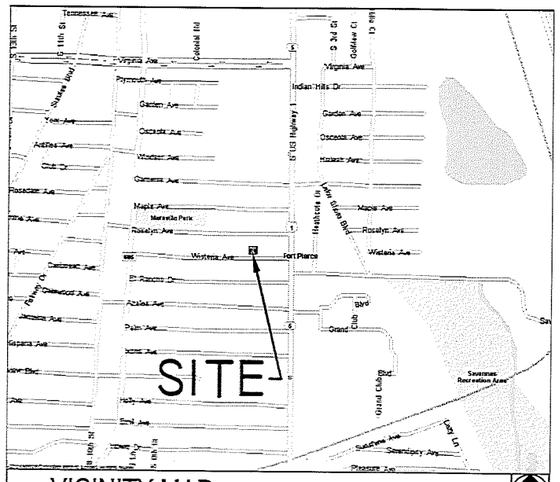
T-Mobile

1300 CONCORD TERRACE, SUITE 200
SUNRISE FL, 33323

A2P0068A - CINGULAR EAST FORT PIERCE (BU: 842793)

2633 SOUTH US 1
FORT PIERCE, FL 34982

LATITUDE 27°25'7.62"N, LONGITUDE 80°19'39.00"W



VICINITY MAP

THIS IS AN APPLICATION FOR THE UPGRADE OF AN EXISTING WIRELESS FACILITY CONSISTING OF A NEW GENERATOR INSTALLATION.

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. 6TH EDITION (2017) FLORIDA BUILDING CODE
2. NATIONAL ELECTRIC CODE (NEC) WITH LOCAL AMENDMENTS LATEST ED.
3. ANSI/TIA/EIA APPLICABLE STANDARDS
4. LIFE SAFETY CODE NFPA-101-2018
5. 6TH EDITION (2017) FLORIDA FIRE PREVENTION CODE
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
7. UNDERWRITERS LABORATORIES (U.L.) APPROVED ELECTRICAL PRODUCTS
8. LOCAL BUILDING CODE
9. CITY/COUNTY ORDINANCES
10. NFPA 55 (2016) AND 70 (2017)

CODE COMPLIANCE

SHEET	DESCRIPTION	REV.
T-1	COVER SHEET	0
G-1	GENERAL NOTES	0
C-1	SITE PLAN & EQUIPMENT LAYOUT PLANS	0
C-2	GENERATOR DETAILS	0
E-1	ELECTRICAL NOTES	0
E-2	ELECTRICAL PLAN	0
E-3	ELECTRICAL DETAILS	0

SHEET INDEX

ISSUED FOR: GENERATOR UPGRADE
DATE: JULY 2018

FROM T-MOBILE OFFICE, HEAD NORTHWEST ON CONCORD TERRACE TOWARD SAWGRASS CORPORATE PKWY, TURN LEFT ONTO SAWGRASS CORPORATE PKWY, USE THE 2ND FROM THE RIGHT LANE TO TURN LEFT ONTO W SUNRISE BLVD, USE THE RIGHT 2 LANES TO MERGE ONTO FL-869 N VIA THE RAMP TO W PALM BEACH, MERGE ONTO FL-869 N, USE THE RIGHT 2 LANES TO TAKE EXIT 21A-B FOR FLORIDA'S TURNPIKE N, MERGE ONTO FLORIDA'S TURNPIKE, TAKE EXIT 152 FOR FL-70 TOWARD FT PIERCE/OKEECHOBEE, USE THE RIGHT 2 LANES TO TURN RIGHT ONTO FL-70/OKEECHOBEE RD, USE THE RIGHT 2 LANES TO TURN RIGHT ONTO US-1 S, TURN RIGHT ONTO ROSELYN AVE, THE SITE WILL BE ON THE RIGHT.

DRIVING DIRECTIONS

APPLICANT/LESSEE

MDCMC NAME: T-MOBILE
PROJECT MANAGER: DENISE CORREA
PHONE: (954) 604-9031

PROPERTY INFORMATION

OWNER: CROWN CASTLE INTERNATIONAL
6420 CONGRESS AVENUE
BOCA RATON, FL 33487

CONTACT: DEREK J. SMITH
(717) 856-0045

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

JURISDICTION: CITY OF FORT PIERCE

PARCEL ID: 2422-602-0241-020-7

PROJECT INFORMATION

EQUIPMENT LOCATION: ☒ OUTDOOR ☐ INDOOR

ANTENNA LOCATION:
☐ BELLTOWER
☐ SELF SUPPORT TOWER
☒ MONOPOLE
☐ ROOF TOP
☐ NEW TOWER
☐ OTHER

PROJECT SUMMARY

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33407
(561) 845-0665

STRUCTURAL ENGINEER:

N/A

ELECTRICAL ENGINEER:

WAYPOINT ENGINEERING AND EQUIPMENT LLC
RUSSELL C. MORRISON
820 W. INDIANTOWN ROAD, SUITE 105
JUPITER, FLORIDA 33458
PH: 561-252-1220

SURVEYOR:

N/A

TOWER ENGINEER:

N/A

PROJECT TEAM

DESIGN:
6TH EDITION (2017) FLORIDA BUILDING CODE
WIND LOADS (ASCE 7-10)
ULTIMATE WIND SPEED = 160 MPH
NOMINAL WIND SPEED = 124 MPH
RISK CATEGORY II
WIND EXPOSURE = C

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. Reuse of and improper reliance on this document 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_CAE\CELL SITES\Crown\044290125 - Crown T-Mobile Generator Upgrade - 2018\A2P0068A - 842793\CAD\A2P0068A_Cover-CVR_.dwg T-1 Jul 26, 2018 3:15pm by Garydaniel

T-Mobile
1300 CONCORD TERRACE, SUITE 200
SUNRISE FL, 33323

PROJECT INFORMATION:
CINGULAR EAST FORT PIERCE
A2P0068A
510 WISTERIA AVENUE
FORT PIERCE, FL 34982
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
JULY 2018

ISSUED FOR:
GENERATOR UPGRADE

REV.: DATE: DESCRIPTION:

SEAL: MARIA VICTORIA MARTIN LICENSE No. 72397 STATE OF FLORIDA PROFESSIONAL ENGINEER JULY 26, 2018

PLANS PREPARED BY:
Kimley»Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE CA00000696

PROVIDER:

DRAWN BY:	CHK.:	APV.:
GD	LF	MVM

LICENSURE:

KEVIN K. MARAJH	PE 71455
MARIA VICTORIA MARTIN	PE 72397
ARNOLDO A. ARTILES	PE 70545

SHEET TITLE:
COVER SHEET

SHEET NUMBER: T-1 REVISION:

KHA Job #:
044290125

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 T–MOBILE 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. THE PURPOSE OF THE SPECIFICATIONS IS TO SUPPLEMENT THE INTENT OF THE DRAWINGS AND TO DESIGNATE A PROCEDURE, TYPE OR QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.

E. 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 T–MOBILE, 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 T–MOBILE 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 BUIDING 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 T–MOBILE 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 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.

C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
1. REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

D. CONTRACTOR SHALL WASH AND WAX FLOOR PRIOR TO FINAL ACCEPTANCE. FLOOR WAX SHALL BE OF THE ANTI–STATIC TYPE.

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.

SHOP DRAWINGS:

A. CONTRACTORS TO SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS THROUGH THE GENERAL CONTRACTOR TO THE CPM, FOR REVIEW.

B. ALL SHOP DRAWINGS TO BE REVIEWED, CHECKED, CORRECTED, STAMPED AND SIGNED BY GENERAL CONTRACTOR PRIOR TO SUBMITTAL TO THE CPM.

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 T–MOBILE 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 6TH EDITION (2017) 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 APPLICABLE STANDARDS
6TH EDITION (2017) 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 – 101–2018
FEDERAL AVIATION REGULATIONS
NFPA 55 (2016) AND 70 (2017)

PERMITS AND LICENSES

A. THE SITE ACQUISITION SPECIALIST SHALL OBTAIN, AT HIS OWN EXPENSE, 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. PRIOR TO COMMENCING THE WORK, THE CPM SHALL SCHEDULE AN ON–SITE MEETING WITH ALL MAJOR PARTIES TO THE PROJECT. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE DESIGNATED ELECTRICIAN, LOCAL TELEPHONE COMPANY, CARPENTRY FOREMAN (IF SUBCONTRACTED), A REPRESENTATIVE FROM THE LOCAL SPECIFIED WAREHOUSE AND CPM OR HIS DESIGNATED REPRESENTATIVE.

C. 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.

D. THE CONTRACTOR SHALL BE EQUIPPED WITH A MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A CELLULAR PHONE OR A PAGER.

E. 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.

F. PROVIDE DAILY UPDATES ON SITE PROGRESS, EITHER VERBAL OR WRITTEN TO CPM.

G. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.

H. 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.

I. INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE CPM AT LEAST 24 HOURS IN ADVANCE OF REQUIRED INSPECTIONS. INSPECTIONS THAT WILL BE REQUIRED BY THE CPM OR OTHER DESIGNATED T–MOBILE REPRESENTATIVE ARE:

1. INSPECTION OF GROUNDING SYSTEM
2. PRACTICAL COMPLETION

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 T–MOBILE'S' DESIGNATED ENGINEERING FIRM TO OBTAIN ALL REQUIRED INSPECTIONS AND TESTING. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

J. 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.

K. 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.

L. 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 T–MOBILE. SUCH DRAWINGS SHALL BE SUBMITTED TO T–MOBILE WITHIN TWO WEEKS FROM PRACTICAL COMPLETION AND PRIOR TO APPROVAL OF THE CONTRACTOR'S FINAL INVOICE.

M. PRACTICAL COMPLETION

THE FOLLOWING DOCUMENTATION SHALL BE PROVIDED TO T–MOBILE WIRELESS PRIOR TO THE DATE OF PRACTICAL COMPLETION:

1. ALL QUALITY ASSURANCE CHECKLISTS AS OUTLINED IN THE PREVIOUS SECTIONS
2. WARRANTIES AND MAINTENANCE MANUALS, IF APPLICABLE
3. GROUND SYSTEM RESISTANCE TEST
4. 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.

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Drawing name: K:\WPB_CM\CELL SITES\Crown\044290125 – Crown T–Mobile Generator Upgrade – 2018\A2P0068A – 842783\CAD\A2P0068A Cover–Civil.dwg G–1 Jul 26, 2018 3:15pm by Garyjdaniel

T · · Mobile ·
1300 CONCORD TERRACE, SUITE 200
SUNRISE FL, 33323

PROJECT INFORMATION:
CINGULAR EAST FORT PIERCE
A2P0068A
510 WISTERIA AVENUE
FORT PIERCE, FL 34982
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
JULY 2018

ISSUED FOR:
GENERATOR UPGRADE

REV.:	DATE:	DESCRIPTION:

SEAL:
MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF FLORIDA
PROFESSIONAL ENGINEER
JULY 26, 2018

PLANS PREPARED BY:
Kimley»Horn
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PROVIDER:

DRAWN BY:	CHK.:	APV.:
GD	LF	MVM

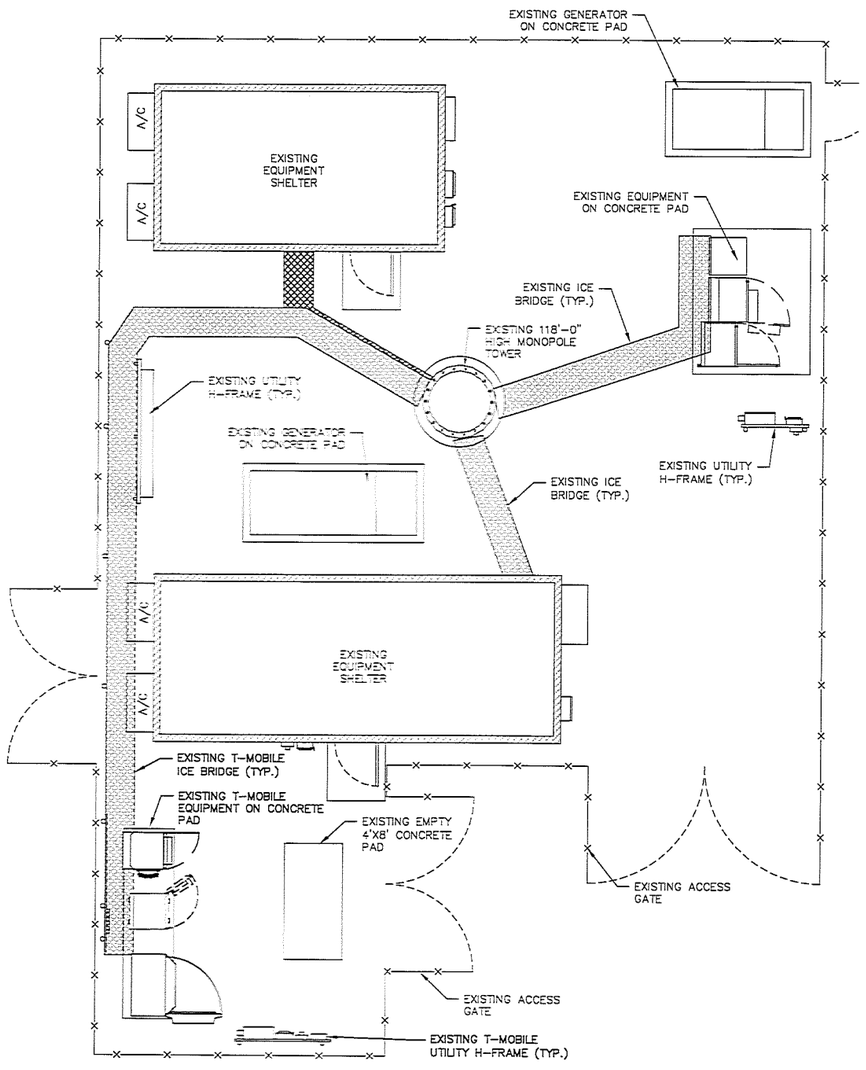
LICENSURE:

KEVIN K. MARAJH	PE 71455
MARIA VICTORIA MARTIN	PE 72397
ARNOLDO A. ARTILES	PE 70645

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER: G–1
REVISION:

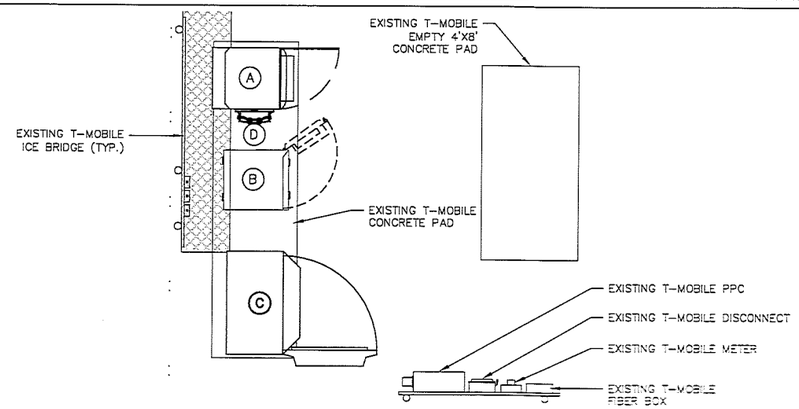
KHA Job #:
044290125



NORTH

0 5' 10'
SCALE FEET

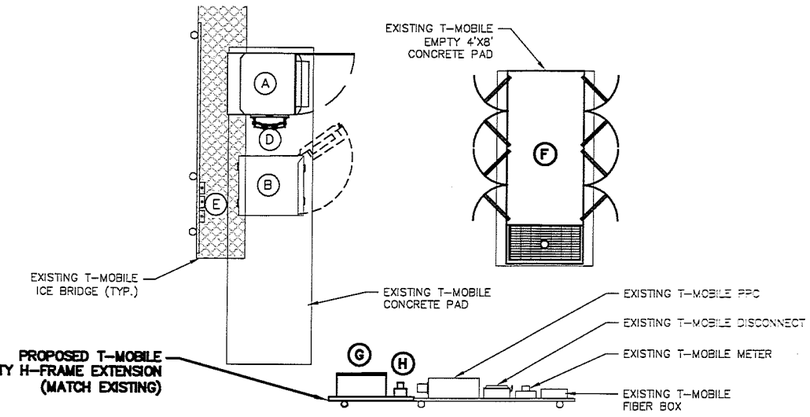
SITE PLAN



EXISTING T-MOBILE EQUIPMENT LAYOUT PLAN

LEGEND

- (A) EXISTING T-MOBILE FCOA CABINET
- (B) EXISTING T-MOBILE SSC (TALL)
- (C) **EXISTING T-MOBILE GSM CABINET TO BE REMOVED**
- (D) EXISTING T-MOBILE COVP
- (E) EXISTING T-MOBILE (3) TWIN AWS/PCS DIPLEXERS MOUNTED TO EXISTING RACK
- (F) **PROPOSED T-MOBILE 25KW DIESEL GENERATOR W/ 211 GAL TANK ON A EXISTING 5'X8' CONCRETE PAD**
- (G) **PROPOSED T-MOBILE GENERATOR ATS**
- (H) **PROPOSED T-MOBILE GENERATOR SHUT OFF SWITCH**



PROPOSED T-MOBILE EQUIPMENT LAYOUT PLAN

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

EMERGENCY PUSH BUTTON NOTE

1. PROPOSED EMERGENCY STOP BUTTON MAINTAINED 50MM RED MUSHROOM PUSH BUTTON, EMERGENCY STOP ENGRAVED, BLACK BEZEL, WITH ONE N.C. CONTACT MODEL E22JLB2N88 BY EATON OR APPROVED EQUAL IN NEMA 3R HOUSING W/P600 CONTACT RATING DESIGNATION TO BREAK IGNITION POWER OF EMERGENCY GENERATOR (VERIFY CONTACT RATING AND EXACT WIRING WITH GEN.. MANUF.) SUPPLY AND INSTALL ENGRAVED PLAQUE STATING "T-MOBILE EMERGENCY STOP"
2. CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATIONAL TESTING OF EPSS SHALL COMPLY THE LATEST ADOPTED EDITION OF NFPA 110.
3. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF NFPA 70 NATIONAL ELECTRICAL CODE

FLOOD ZONE INFORMATION						
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION	LOWEST FLOOR ELEV.
120285	0187	J	02/16/2012	X	N/A	N/A

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T-Mobile
1300 CONCORD TERRACE, SUITE 200
SUNRISE FL, 33323

PROJECT INFORMATION:
CINGULAR EAST FORT PIERCE
A2P0068A
510 WISTERIA AVENUE
FORT PIERCE, FL 34982
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
JULY 2018

ISSUED FOR:
GENERATOR UPGRADE

REV.:	DATE:	DESCRIPTION:

SEAL:
MARIA VICTORIA MARTIN LICENSE No. 72397 STATE OF FLORIDA PROFESSIONAL ENGINEER
JULY 26, 2018

PLANS PREPARED BY:
Kimley»Horn
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(561) 845-0665
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PROVIDER:

DRAWN BY:	CHK.:	APV.:
GD	LF	MVM

LICENSURE:

KEVIN K. MARAJH	PE 71455
MARIA VICTORIA MARTIN	PE 72397
ARNOLDO A. ARTILES	PE 70645

SHEET TITLE:
SITE PLAN & T-MOBILE EQUIPMENT LAYOUT

SHEET NUMBER: C-1
REVISION:

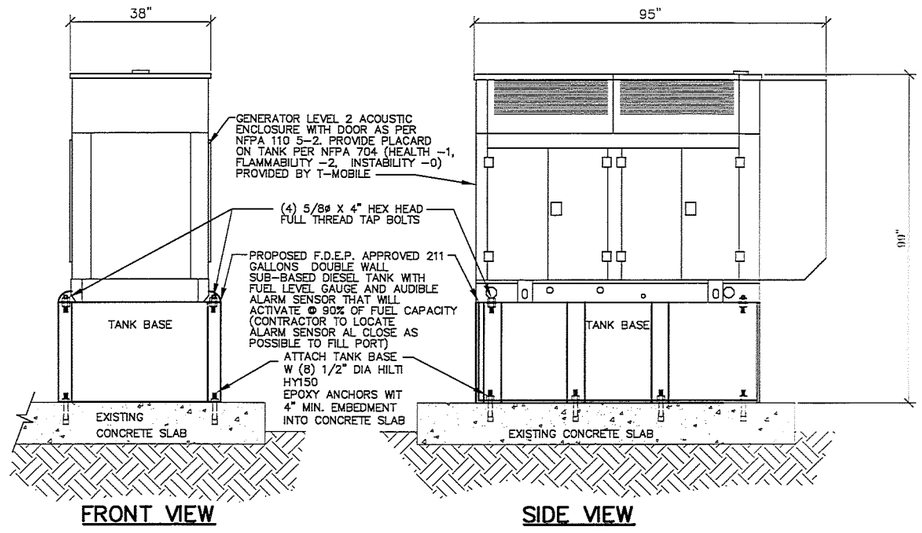
KHA Job #:
044290125

EMERGENCY PUSH BUTTON NOTE

1. PROPOSED EMERGENCY STOP BUTTON MAINTAINED 50MM RED MUSHROOM PUSH BUTTON, EMERGENCY STOP ENGRAVED, BLACK BEZEL, WITH ONE N.C. CONTACT MODEL E22JLB2N88 BY EATON OR APPROVED EQUAL IN NEMA 3R HOUSING W/P600 CONTACT RATING DESIGNATION TO BREAK IGNITION POWER OF EMERGENCY GENERATOR (VERIFY CONTACT RATING AND EXACT WIRING WITH GEN. MANUF.) SUPPLY AND INSTALL ENGRAVED PLAQUE STATING "T-MOBILE EMERGENCY STOP"
2. CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATIONAL TESTING OF EPSS SHALL COMPLY THE LATEST ADOPTED EDITION OF NFPA 110.
3. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF NFPA 70 NATIONAL ELECTRICAL CODE

NOTE

1. CONTRACTOR SHALL EQUIPPED TANK WITH A 5 GAL SPILL CONTAINMENT AT FILL PORT TO PREVENT SPILL OF FUEL DURING FILLING OPERATIONS
2. FUEL TANK SHALL BE PROVIDED WITH LEAK GAUGE FOR LEAK DETECTION IN THE INTERSTITIAL SPACE OF THE DOUBLE WALL FUEL TANK, GAUGE TO BE AN AT-A-GLANCE LEAK GAUGE BY "KRUEGER SENTRY GAUGE" OR APPROVED EQUAL
3. ALL FUEL STORAGE EQUIPMENT AND ACCESSORIES TO BE F.D.E.P. PRODUCT APPROVED
4. ABOVE GROUND DOUBLE-WALLED FUEL STORAGE WITH ABOVE GROUND PIPING INSTALLATION APPLICATION FOR EMERGENCY GENERATOR ONLY
5. CONTRACTOR SHALL PROVIDE A NON-SMOKING SIGN ON GENERATOR METAL ENCLOSURE.
6. THIS UNIT IS NOT SUBJECT TO VEHICULAR TRAFFIC.
7. GENERATOR IS CLASS 36, LEVEL 2, TYPE 60 PER THE REQUIREMENTS OF NFPA 110.



FRONT VIEW SIDE VIEW

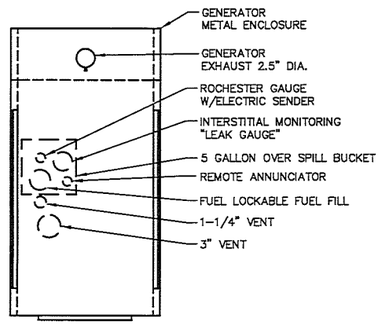
GENERATOR DETAIL

N.T.S.

STORAGE TANK INFORMATION

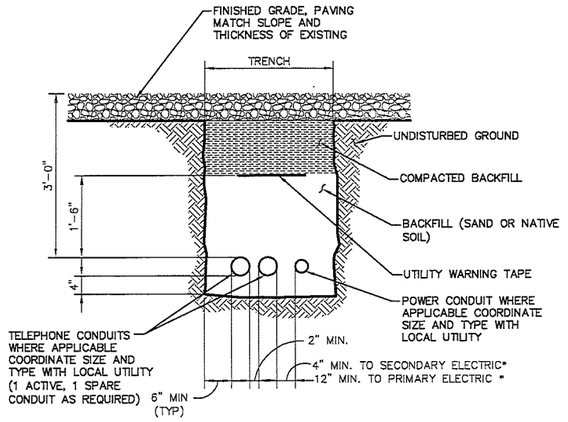
TANK NO.	TANK CAPACITY (GALLONS)	MANUFACTURER FDEP EQ#	PRODUCT STORED	OVERFILL EQUIPED	TYPE OF OVERFILL	TYPE OF INTERSTICE	PIPING CONSTRUCTION	STEEL VENT RISER HT.
1	211 GAL.	GENERAC 25KW GEN. W/ 211 GAL UL#142 DOUBLE WALL TANK	DIESEL FUEL	YES	LOCKABLE 5 GAL. FUEL CONTAINMENT	VISUAL	STEEL	3"

NOTE: THERE ARE NO DOORS OR WINDOWS WITHIN THE 10' EXHAUST BUFFER.



STORAGE TANK PIPING LAYOUT

N.T.S.



SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

BACFILL TO BE PLACED IN LIFTS NOT TO EXCEED 6".

JOINT SERVICE TRENCH BURIED CONDUIT ELEC/TELE

NOT TO SCALE

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T-Mobile
1300 CONCORD TERRACE, SUITE 200
SUNRISE FL, 33323

PROJECT INFORMATION:
CINGULAR EAST FORT PIERCE
A2P0068A
510 WISTERIA AVENUE
FORT PIERCE, FL 34982
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
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ISSUED FOR:
GENERATOR UPGRADE

REV.	DATE	DESCRIPTION

SEAL:
MARIA VICTORIA MARTIN LICENSE No. 72397 STATE OF FLORIDA PROFESSIONAL ENGINEER
JULY 26, 2018

PLANS PREPARED BY:
Kimley»Horn
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(561) 845-0665
FBPE CA00000696

PROVIDER:

DRAWN BY:	CHK.:	APV.:
GD	LF	MVM

LICENSURE:

KEVIN K. MARAJH	PE 71455
MARIA VICTORIA MARTIN	PE 72397
ARNOLDO A. ARTILES	PE 70645

SHEET TITLE:
GENERATOR DETAILS

SHEET NUMBER: C-2 REVISION:

KHA Job #:
044290125

ELECTRICAL SYSTEM NOTES

1. GENERAL
   A. 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.
   B. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.
   C. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE U.L. APPROVED.
   D. 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.
   E. EXACT LOCATION OF ALL EQUIPMENT SHALL BE COORDINATED WITH WIRELESS CARRIER, THE BUILDING OWNER AND OTHER TRADES.
   F. 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.
2. SCOPE OF WORK
   A. THE CONTRACTOR SHALL PROVIDE ALL ELECTRICAL WIRING AND EQUIPMENT UNLESS OTHERWISE INDICATED. MAIN COMPONENTS ARE AS FOLLOWS:
      1. PROVIDE ELECTRICAL SERVICE AS INDICATED ON THE DRAWINGS.
      2. PROVIDE SERVICE EQUIPMENT MOUNTED AS DIRECTED BY CARRIER AND AS INDICATED ON THE DRAWINGS.
      3. PROVIDE TELEPHONE CONDUIT WITH PULL WIRE AND CABLE AS INDICATED ON DRAWINGS.
      4. COORDINATE ELECTRICAL SERVICE WITH POWER CO. CONTACT REPRESENTATIVE & OBTAIN FAULT CURRENT LETTER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL MAKE ADJUSTMENTS TO CIRCUIT BREAKERS TO MEET FAULT CURRENT WHEN NOT USING CURRENT LIMITING FUSES.
      5. COORDINATE TELEPHONE SERVICE WITH THE TELEPHONE CO. CONTACT REPRESENTATIVE PRIOR TO CONSTRUCTION.
      6. INSTALL WIRE AND CONDUIT AS INDICATED. PROVIDE CABLE SUPPORTS AS INDICATED.
      7. PROVIDE GROUNDING AND LIGHTNING PROTECTION SYSTEM AS INDICATED.
      8. RESTORE ALL AREAS TO ORIGINAL CONDITION AFTER INSTALLATION OF CONDUIT.
      9. CONTRACTOR SHALL CLEARLY LABEL DISCONNECTS AND OTHER RELATED GEAR.
      10. AT TIME OF PLAN PERMITTING, CONTRACTOR SHALL APPLY FOR A THIRTY (30) DAY TEMPORARY POWER PERMIT FOR TESTING PURPOSES.
3. CONDUIT
   A. CONDUIT SIZES AS SHOWN ON THE DRAWINGS ARE A MINIMUM. THE CONTRACTOR MAY INCREASE AS REQUIRED FOR EASE OF PULLING.
   B. CONDUIT TYPES SHALL BE AS FOLLOWS UNLESS OTHERWISE INDICATED:
      1. ALL ABOVE GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL.
      2. ALL CONDUIT BELOW GRADE SHALL BE SCHEDULE 40 PVC.
      3. CONCEALED CONDUIT IN WALLS OR ABOVE CEILING SHALL BE EMT.
   C. 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. NYLON INSULATED BUSHINGS SHALL BE USED ON ALL CONDUIT TERMINATIONS.
   D. FLEX CONDUIT SHALL BE LIQUID TIGHT FLEXIBLE METALLIC CONDUIT.
   E. NO CONDUIT SHALL BE INSTALLED IN LIFE SAFETY AREAS SUCH AS STAIRWAYS.
   F. CONDUIT ROUTES ARE SCHEMATIC. FIELD VERIFY ROUTE BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.
   G. WEATHERPROOF HUBS SHALL BE USED FOR ALL TOP AND SIDE PENETRATIONS TO ENCLOSURE LOCATED OUTDOORS.
4. CONDUCTORS
   A. CONDUCTORS SHALL BE STRANDED COPPER TYPE THWN WITH 90 DEGREE C RISE INSULATION.
5. PULL BOXES AND JUNCTION BOXES
   A. INTERIOR ENCL. SHALL BE NEMA 1. EXTERIOR ENCL. SHALL BE NEMA 3R.
6. GROUNDING
   A. PROVIDE GROUND SYSTEM AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.
   B. ALL RACEWAYS REQUIRE GROUNDING CONDUCTORS. BONDING CONDUCTORS THROUGH THE RACEWAY SYSTEM SHALL BE CONTINUOUS FROM MAIN SWITCH GROUND BUSES 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.
   C. COORDINATE WITH ENCLOSURE SUPPLIER TO INSTALL TELCO GROUND BARS BELOW THE TELCO BOARD. CONNECT TO MAIN GROUNDING SYSTEM.

GROUNDING PROTECTION SYSTEM NOTES

1. PROVIDE "CABLE ENTRANCE GROUND BAR" (CEGB), 3"H X 6"L X 1/4"D. MOUNT AT TELCO CABINET. COORD. INSTALLATION WITH CPM.
2. PROVIDE A GROUND RING BURIED A MINIMUM OF 18" BELOW GRADE. THE GROUND RING SHALL BE INSTALLED A MINIMUM OF 2'-0" AWAY FROM THE FOUNDATION UNLESS SHOWN ON DRAWING.
3. 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 #2 TO EACH FENCE PLANE TO ANY PLANES WITHIN 50'.
4. BOND DISCONNECT SWITCH, METER, TELEPHONE CABINET AND SERVICE CONDUITS TO BURIED GROUND RING AS THEY CROSS.
5. EACH LEG OF THE WAVEGUIDE STRUCTURE SHALL BE INDIVIDUALLY BONDED TO THE BURIED GND RING. EXOTHERMICALLY WELD CONNECTIONS AT POST FOR WAVEGUIDE STRUCTURE AND BURIED GND RING. PLACE 5/8"X10' COPPERCLAD GND ROD AT 10' INTERVALS ALONG WAVEGUIDE PATH.
6. 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.
7. PROVIDE INSPECTION SLEEVE AT MAIN SERVICE GROUNDS. EXOTHERMIC CONNECTIONS.
8. 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.
9. 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.
10. 5/8"X10'-0" LONG COPPER CLAD GND ROD AS SHOWN ON PLAN (NON-LINEAR). TYPICAL FOR ALL GROUND RODS SHOWN. USE STAINLESS STEEL HARDWARE WHERE APPLICABLE.
11. ELECTRICAL CONTRACTOR SHALL TAKE MEGGER READINGS OF GROUND. THE RESULTS SHALL NOT BE GREATER THAN 5 OHMS.
12. 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.
13. ALL BENDS IN GROUND WIRES SHALL BE NOMINAL 12" RADIUS.
14. ANTENNA CABLES SHALL BE BONDED AT EACH END. RUNS GREATER THAN 150' SHALL BE BONDED TOWARDS MIDDLE OF LENGTH. COORDINATE LOCATION WITH WIRELESS CARRIER'S PROJECT MANAGER.
15. WHEN APPLICABLE, CONTRACTOR SHALL BOND FRAMES TO EACH OTHER AND TO GND RING VIA TWO PATHS. COORDINATE WITH WIRELESS CARRIER PROJECT MANAGER.
16. CONTRACTOR CAN PROVIDE ONE OF THE FOLLOWING AS DIRECTED BY THE PROJECT MANAGER: THE SECOND OPTION IS PREFERRED.
    A. CADWELD EACH CABINET GROUND WIRE TO GROUND RING AS SHOWN IN EQUIPMENT GROUND DETAIL.
    B. CADWELD EACH WIRE TO A 1/4"X4"X24" MIN. COPPER BUS BAR LOCATED BEHIND RADIO CABINET. EXTEND A #2 WIRE FROM EACH END OF COPPER BUS BAR TO GROUND RING.
17. PROVIDED BRAIDED BONDING JUMPERS BETWEEN EACH GATE AND POST (OPTIONAL).
19. CONTRACTOR SHALL PROVIDE EXOTHERMIC BONDING AT ALL BURIED GROUND RING CONNECTIONS, STRUCTURAL EQUIPMENT FRAME, SERVICE RACK(S), EXISTING TOWER GROUND RINGS, AND AS INSTRUCTED BY METROPCS CPM.
20. CONTRACTOR SHALL PROVIDE MECHANICAL BONDING AT ALL ANTENNA SECTOR GROUND BARS, ALL ELECTRICAL EQUIPMENT DISCONNECTS, TRANSFORMERS, J-BOXES, PANEL-BOARDS, CABINETS, AND MAIN GROUND BAR AS DIRECTED BY METROPCS CPM. ALL MECHANICAL CONNECTIONS SHALL BE PROPERLY TERMINATED W/ LUGS, NUTS & BOLTS.
21. CONTRACTOR SHALL COAT WITH NOX-OX ALL POINTS OF CONTACT BETWEEN DISSIMILAR METALS.

ABBREVIATIONS

ANT	ANTENNA
AWG	AMERICAN WIRE GAUGE
BCW	BARE COPPER WIRE
RWY	RACEWAY
TYP.	TYPICAL
RGS	RIGID GALVANIZED STEEL
EMT	ELECTRICAL METALLIC TUBING
DWG	DRAWING
LPS.	LIGHTNING PROTECTION SYSTEM
S.S.	STAINLESS STEEL
PNL.	PANEL
CLF.	CURRENT LIMITING FUSE
CPM	CONST. PROJ. MANAGER

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
- ——— UNDER GROUND TELCO CONDUIT
- ——— UNDER GROUND ELECTRIC CONDUIT
- (C01) CONDUIT TAG 1; REFER TO RISER
- (M-1,3) CONDUIT TAG 1; PANEL SCHEDULE
- △ GENERATOR RECEPTACLE

N24° 42' 12"
W81° 21' 10"
WAYPOINT
ENGINEERING AND EQUIPMENT LLC
820 W. INDIANTOWN ROAD, SUITE 105
JUPITER, FLORIDA 33458
PHONE: 561-252-1220
FLORIDA CA #29673
RUSSELL C. MORRISON, P.E., #51567
CHARLES G. NERO, P.E., #51540

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T-Mobile
1300 CONCORD TERRACE, SUITE 200
SUNRISE FL, 33323

PROJECT INFORMATION:
CINGULAR EAST FORT PIERCE
A2P0068A
510 WISTERIA AVENUE
FORT PIERCE, FL 34982
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
APRIL 2018

ISSUED FOR:
GENERATOR UPGRADE

REV.	DATE	DESCRIPTION

SEAL:
RUSSELL C. MORRISON LICENSE No. 51567 STATE OF FLORIDA PROFESSIONAL ENGINEER
APRIL 13, 2018

PLANS PREPARED BY:
Kimley»Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE CA00000696

PROVIDER:

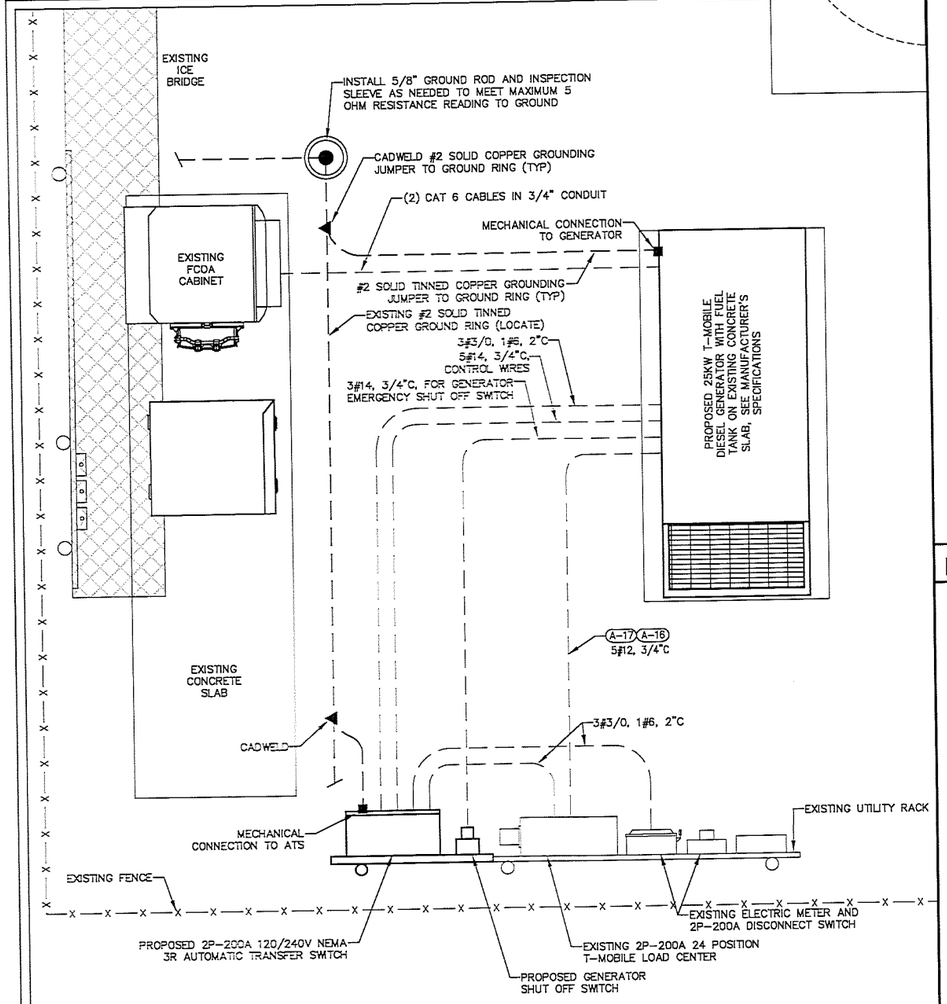
DRAWN BY:	CHK.:	APV.:
GD	LF	MVM

LICENSURE:
KEVIN K. MARAJH PE 71455
MARIA VICTORIA MARTIN PE 72397
ARNOLDO A. ARTILES PE 70645

SHEET TITLE:
ELECTRICAL NOTES

SHEET NUMBER: E-1
REVISION:

KHA Job #: 044290125



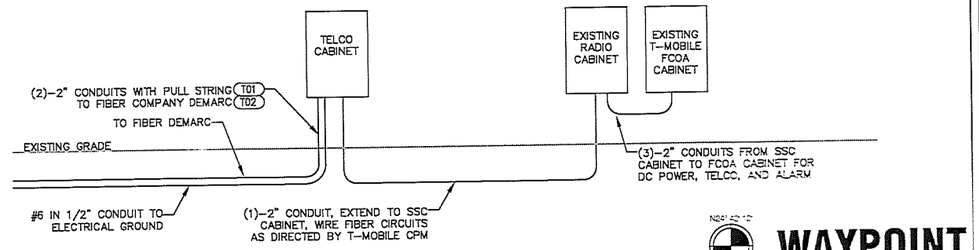
ELECTRICAL SITE PLAN 1

EXISTING PANELBOARD T-MOBILE

WIRE SIZE	COND SIZE	BUS AMPS L1	BUS AMPS L2	LOAD	POLES	AMPS	BUS L1	BUS L2	AMPS	POLES	LOAD	BUS AMPS L1	BUS AMPS L2	WIRE SIZE	COND SIZE
		0		SURGE PROTECTOR	2	60	1	13	20	1	GFCI	1			
			0				2	14	40	2	GSM CABINET		0		
		0		SPARE	2	30	3	15				0			
			0				4	16	20	1	GENERATOR BLOCK HTR		1	5#12	3/4"
		25		SSC CABINET	2	100	5	17	20	1	GENERATOR BATT. CHRGR	1			
			25				6	18							
							7	19							
							8	20							
							9	21							
							10	22							
							11	23							
							12	24							

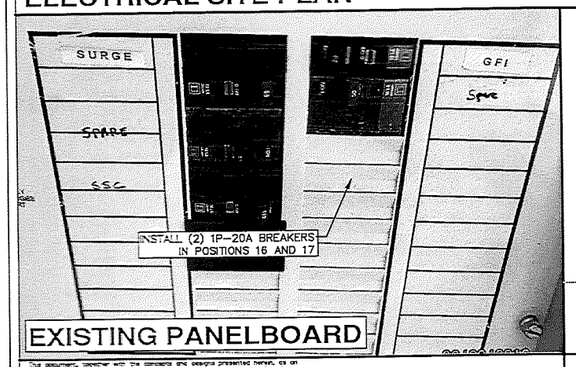
RATED VOLTAGE: ☒ 120/240 ☐ _____ 1 PHASE, 3 WIRE | BRANCH POLES: ☐12 ☒24 ☐30 ☐42 | APPROVED MF'RS.
RATED AMPS: ☐125 ☒200 ☐400 ☐ _____ | CABINET: ☒SURFACE ☐FLUSH | NEMA ☐1 ☒3R ☐4X
☐MAIN LUGS ONLY ☐MAIN 200 AMPS ☒BREAKER ☐FUSED SWITCH | ☒HINGED DOOR | ☒KEYED DOOR LATCH
☐FUSED ☒CIRCUIT BREAKER BRANCH DEVICES | ☐ _____ TO BE GFCI BREAKERS | FULL NEUTRAL BUS | GROUND BUS
ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ISC OF 10,000 AMPS SYMMETRICAL

PANELBOARD SCHEDULE 2

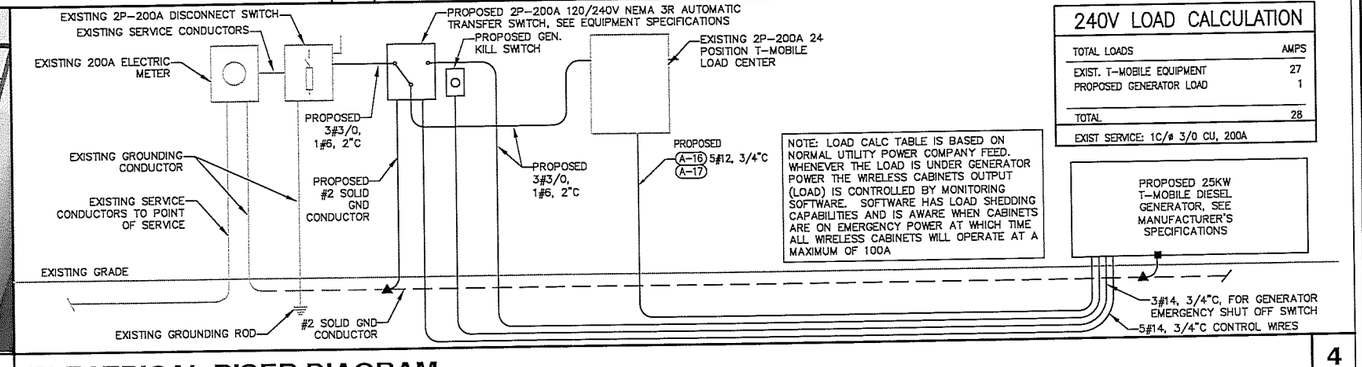


TELCO RISER DIAGRAM 3

WAYPOINT
ENGINEERING AND EQUIPMENT LLC
820 W. INDIANTOWN ROAD, SUITE 105
JUPITER, FLORIDA 33458
PHONE: 561-252-1220
FLORIDA CA #29673
RUSSELL C. MORRISON, P.E., #51567
CHARLES G. NERO, P.E., #51540



EXISTING PANELBOARD



240V LOAD CALCULATION

TOTAL LOADS	AMPS
EXIST. T-MOBILE EQUIPMENT	27
PROPOSED GENERATOR LOAD	1
TOTAL	28
EXIST SERVICE: 1C/# 3/0 CU, 200A	

NOTE: LOAD CALC TABLE IS BASED ON NORMAL UTILITY POWER COMPANY FEED. WHENEVER THE LOAD IS UNDER GENERATOR POWER THE WIRELESS CABINETS OUTPUT (LOAD) IS CONTROLLED BY MONITORING SOFTWARE. SOFTWARE HAS LOAD SHEDDING CAPABILITIES AND IS AWARE WHEN CABINETS ARE ON EMERGENCY POWER AT WHICH TIME ALL WIRELESS CABINETS WILL OPERATE AT A MAXIMUM OF 100A

ELECTRICAL RISER DIAGRAM 4

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SUNRISE FL, 33323

PROJECT INFORMATION:
CINGULAR EAST FORT PIERCE
A2P0068A
510 WISTERIA AVENUE
FORT PIERCE, FL 34982
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
APRIL 2018

ISSUED FOR:
GENERATOR UPGRADE

REV.	DATE:	DESCRIPTION:

SEAL:
RUSSELL C. MORRISON LICENSE No. 51567 STATE OF FLORIDA PROFESSIONAL ENGINEER
7/23/18
APRIL 23, 2018

PLANS PREPARED BY:
Kimley»Horn
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1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE CA00000696

PROVIDER:

DRAWN BY:	CHK.:	APV.:
GD	LF	MVM

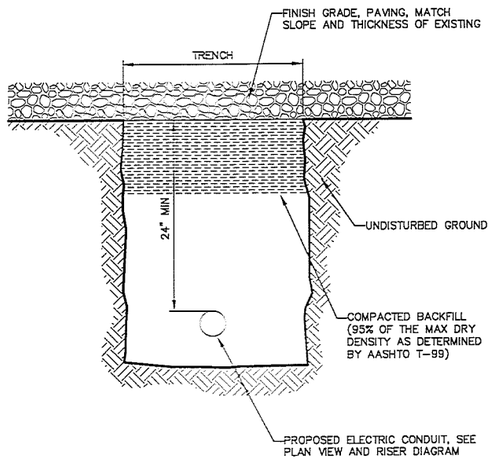
LICENSURE:

KEVIN K. MARAJH	PE 71455
MARIA VICTORIA MARTIN	PE 72397
ARNOLDO A. ARTILES	PE 70645

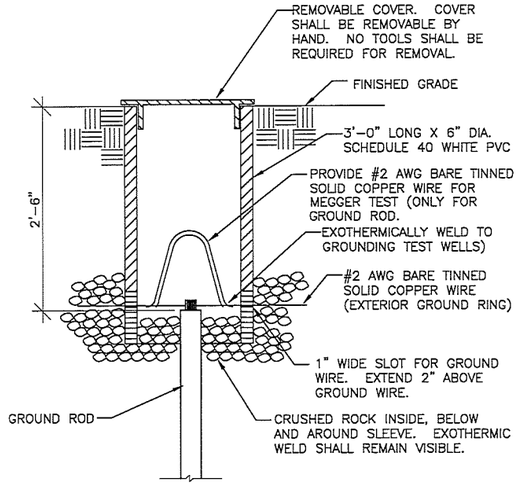
SHEET TITLE:
ELECTRICAL PLAN

SHEET NUMBER: E-2 REVISION:

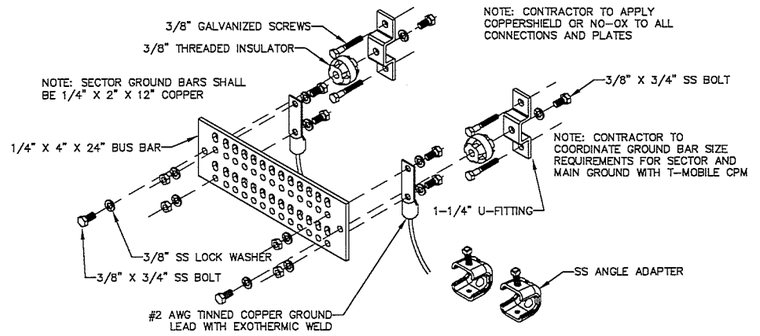
KHA Job #:
044290125



CONDUIT TRENCH DETAIL | 1

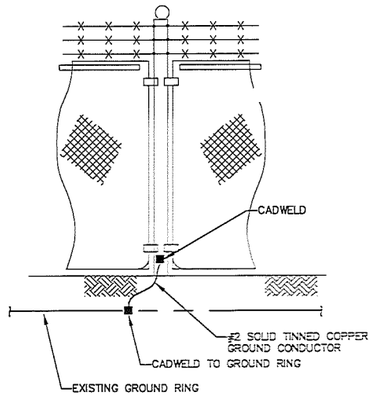


GROUND ROD INSPECTION SLEEVE | 2

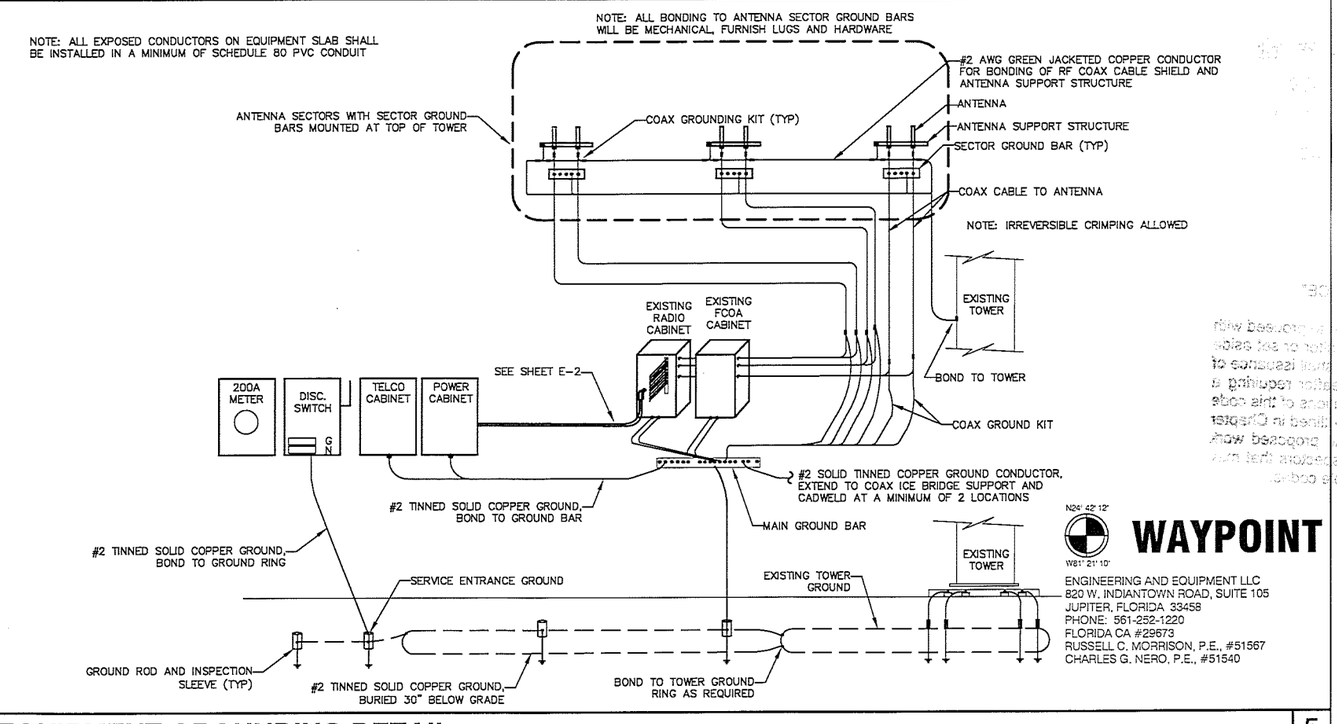


GROUND BAR DETAIL | 3

NOTES:
1. VERTICAL POSTS SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AT A MINIMUM, ONE VERTICAL PST SHALL BE BONDED TO THE GROUND RING IN EVERY 50 FEET OF STRAIGHT RUN OF FENCE.
2. HORIZONTAL POLES SHALL BE BONDED TO EACH OTHER



FENCE BONDING DETAIL | 4



EQUIPMENT GROUNDING DETAIL | 5

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SUNRISE FL, 33323

PROJECT INFORMATION:
CINGULAR EAST FORT PIERCE
A2P0068A
510 WISTERIA AVENUE
FORT PIERCE, FL 34982
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
APRIL 2018

ISSUED FOR:
GENERATOR UPGRADE

REV.	DATE:	DESCRIPTION:

SEAL:
RUSSELL C. MORRISON LICENSE No. 51567 STATE OF FLORIDA PROFESSIONAL ENGINEER APRIL 2018

PLANS PREPARED BY:
Kimley»Horn
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1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0565
FBPE CA00000696

PROVIDER:

DRAWN BY:	CHK.:	APV.:
GD	LF	MVM

LICENSURE:

KEVIN K. MARAJH	PE 71455
MARIA VICTORIA MARTIN	PE 72397
ARNOLDO A. ARTILES	PE 70845

SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER: E-3
REVISION:

KHA Job #:
044290125

WAYPOINT
ENGINEERING AND EQUIPMENT LLC
820 W. INDIANTOWN ROAD, SUITE 105
JUPITER, FLORIDA 33458
PHONE: 561-252-1220
FLORIDA CA #29673
RUSSELL C. MORRISON, P.E., #51567
CHARLES G. NERO, P.E., #51540

JOB SITE COPY

CITY OF FT. PIERCE
PLAN REVIEW
REVIEWED BY:
BLDG. X
DATE:
ELEC: SB
DATE: 9-6-18
PLUMB:
DATE:
MECH. X
DATE:

18-3032

510 Wisteria Ave

Mar Investments

Generator

These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes

"REVIEWED FOR CODE COMPLIANCE"

A permit issued shall be construed to be a license to **proceed with** the work and not as authority to violate, cancel, alter **or set aside** any of the provisions of the technical codes, nor shall **issuance of** a permit prevent the building official from thereafter **requiring a** correction of errors in plans, construction or violations **of this code** **inadvertently** overlooked during plan review as outlined **in Chapter** **1 Section** 105.4 of the Florida Building Code. **All proposed work** **is subject** to any corrections required by field inspectors **that may** **be necessary** in order to comply with all applicable codes.

City Commission Regular Meeting **11.g.**

Meeting Date: 10/01/2018

Re: 1606 Frances Avenue - Installation of Above Ground Tank

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval of installation of above ground one (1) 120- gallon LP tank at 1606 Frances Avenue.

SUMMARY:

Request approval to Install one (1) 120-gallon LP tank for residential use at 1606 Frances Avenue.

RECOMMENDATION:

Approval of installation.

ALTERNATIVES:

Do not approve installation.

RESPONSIBLE STAFF:

Shaun Coss, CFM, Building Department Coordinator

COORDINATED WITH:

Paul Thomas, CBO, CFM, Building Official

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

1606 Frances Ave. - Applic. Tank

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	09/19/2018 08:37 AM
City Manager	Nick Mimms	09/24/2018 08:39 AM

Form Started By: Karen Murphy Started On: 09/18/2018 01:58 PM

Final Approval Date: 09/24/2018

CITY OF FORT PIERCE, FLORIDA
BUILDING DEPARTMENT
APPLICATION FOR BUILDING PERMIT
(772) 467-3718 FAX (772) 467-3849
building@city-ftpierce.com

PERMIT # 18-3143
FBC (2017) 6th Edition
PIN # 941672

Building Department Project Manager: Shanna

*Property Address 1606 FRANCES Ave *Date July 30, 2018

Parcel ID# 2401-605-0110-000-8 *# of plans submitted 2 * # of CD's submitted 0
(Located on your tax bill)

*Owner Name Joseph GRIFFIN *Owner Address 1606 FRANCES Ave

Phone # (____)____-____ Fax # (____)____-____ Cell # (____)____-____

Email Address ____

***Required Information**

Type of permit LP GAS *Valuation $ 2492.00

*Description of Work: INSTALLATION OF 1-120 LP GAS TANK RUN LINES to STOVE

RECEIVED
SEP 14 2018
Building Department

Architect: ____

Phone(____)____-____ Fax (____)____-____ Email Address ____

Engineer: ____

Phone(____)____-____ Fax (____)____-____ Email Address ____

***CONTRACTOR/APPLICANT INFORMATION:**

City License # 18-00029718 State License # 30558

Company Name FERRELLGAS Qualifier GAMALIEL PORTALES

Address 3332 SE DIXIE Hwy City/State Stuart Zip 34997

Phone # (772) 287-4330 Fax # (772) 287-3456 Cell # (____)____-____

Email Address EMILYGALEN@FERRELLGAS.COM

Occupancy SF Construction Type ____ # of Units ____ # of Stories ____

Sq. Ft. Conditioned Space ____ Total Sq. Ft. ____

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city ordinances, state statutes and other applicable rules and regulations have been satisfied. I am also verifying that all sets of plans submitted are identical.

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for electrical work, plumbing, signs, wells, pools, furnaces, boilers, heaters, tanks, and air conditioners etc.

Owner's Affidavit: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

update - License

WARNING TO OWNER:
YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.
IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Must be signed by owner/Agent and applicant:

Gld Pld

(Signature of contractor)

State of Florida, County of Martin

Affirmed to and subscribed before me this 12 September 2018, by Gamaliel Portales personally known to me or who has produced as identification.

Notary Signature: Kimberley L. Wilkins

KIMBERLEY L. WILKINS
MY COMMISSION # FF 063105
EXPIRES: November 28, 2021
Bonded Thru Notary Public Underwriters

Notary (print name) KIMBERLEY L. WILKINS

Gld Pld

(Signature of Owner or Agent (including contractor))

State of Florida, County of Martin

Affirmed to and subscribed before me this 12th September 2018, by Gamaliel Portales personally known to me or who has produced as identification.

Notary Signature: Kimberley L. Wilkins

KIMBERLEY L. WILKINS
MY COMMISSION # FF 063105
EXPIRES: November 28, 2021
Bonded Thru Notary Public Underwriters

Notary (print name) KIMBERLEY L. WILKINS

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies. "SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate applications.

Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

FEE SIMPLE TITLEHOLDER, BONDING COMPANY AND MORTGAGE LENDER INFORMATION IS REQUIRED WHEN THE AGGREGATE VALUE (TOTAL COST OF ALL IMPROVEMENTS AND NOT JUST WORK AUTHORIZED BY THE INDIVIDUAL PERMIT) IS $2500 OR MORE (EXCEPT HVAC REPAIR/REPLACEMENT< $7500). PLEASE ADDRESS ALL ITEMS.

Fee Simple Titleholder's Name (if other than owner): ☐ Same as Owner
Address:
City: **State:** **Zip:**

Bonding Company ☐ Not Applicable
Name:
Address:
City: **State:** **Zip:**

Mortgage Lender's ☐ Not Applicable
Name:
Address:
City: **State:** **Zip:**

OFFICE USE ONLY

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

Flood Zone: AE16' Reviewed by: SG ☒ Yes ☐ No Determination: KK

Permit Fee	$ 100	Other	$	Plan Review Fee	$ 75
State Surcharge	$ 4.00	Other	$	Routing Fee	$
Subcontractor	$	Flood Review Fee	$ 15	Other	$
Total Amount Due at Issuance	$				

Remarks

Active Code Violation ☐ Yes ☒ No
Case #
Case Type

Reviewed by JZB Date 9/18/18 Final Check Date

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 1606 FRANCES AVE
Sec/Town/Range: 01/35S/40E
Map ID: 24/01D
Zoning: R2

Parcel ID: 2401-605-0110-000-8
Account #: 15289
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

Joseph Griffin III
Julia Judge

14434 Mandolin DR
Orlando, FL 32837

Legal Description

THUMB POINT BLK 7 LOT 6 (OR 4137-1184)

Current Values

Just/Market Value:	$195,700
Assessed Value:	$126,558
Exemptions:	$75,500
Taxable Value:	$51,058

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	1,656
Gross Area (SF):	2,927
Land Size (acres):	0.24
Land Size (SF):	10,371

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
May 17, 2018	4137 / 1184	0001	WD	Aiello Arthur	$290,000
Jan 27, 2014	3599 / 0531	0314	QC	Aiello Rose Marie	$100
Jan 27, 2014	3599 / 0531	0314	QC	Aiello Rose Marie	$100
Jan 27, 2014	3599 / 0531	0314	QC	Aiello Rose Marie	$100
Jan 27, 2014	3599 / 0531	0314	QC	Aiello Rose Marie	$100
Jan 1, 1900					$0

Building Information (1 of 1)

Finished Area: 1,656 SF

Gross Total Area: 2,927 SF

Exterior Data

View:
Building Type: HC
Grade: C
Story Height: 1 Story

Roof Cover: Dim Shingle
Year Built: 1974
Effective Year: 1974
No. Units: 1

Roof Structure: Gable
Frame:
Primary Wall: CB Stucco
Secondary Wall:

Interior Data

Bedrooms: 3
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: Carpet
Sprinkled %: 0%

GAS APPLIANCE INSIDE BUILDING ENVELOPE, UG LINE 10 PSI/ INTERIOR 12" TO 13" WC

Reviewed: _____ Date: _____

CITY OF FORT PIERCE

RECEIVED
JUL 30 2018
ST. Lucie County, Permitting

These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes

FERRELLGAS
3232 SE. Dixie Hwy.
Stuart, FL 34997
Office 772-287-4330
Fax 772-287-3456

OWNER: Bruce Griffen

ADDRESS 1606 Frances Ave.
CITY Ft. Pierce
STATE FLORIDA **ZIP** 34949

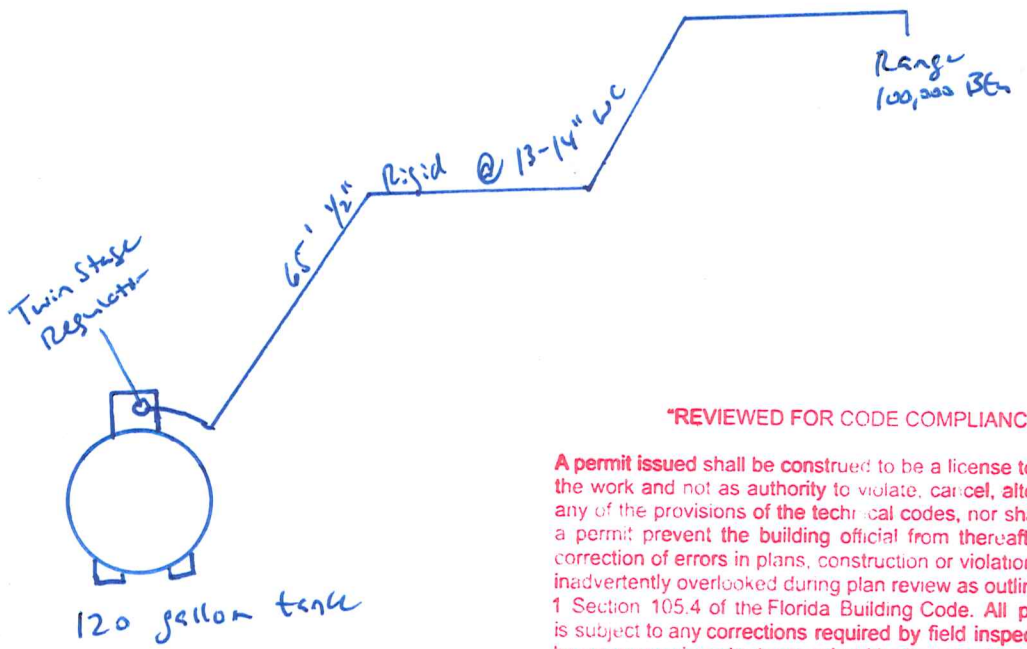
BUILDER Owner

FERRELLGAS BY JOSH
CELL 239-300-3145

INSTALLATION TO BE MADE IN OCCORDANCE WITH NFPA 54 & 58 AS WELL AS ALL STATE AND LOCAL CODES

OUTLETS	1	
TOTAL BTU'S	109,000	
REGULATORS		
1ST STAGE	522HGJ	MEC
2ND STAGE	652 HSRL	MEC

TANK SIZE 420 (horizontal)
A/G xxx
U/G



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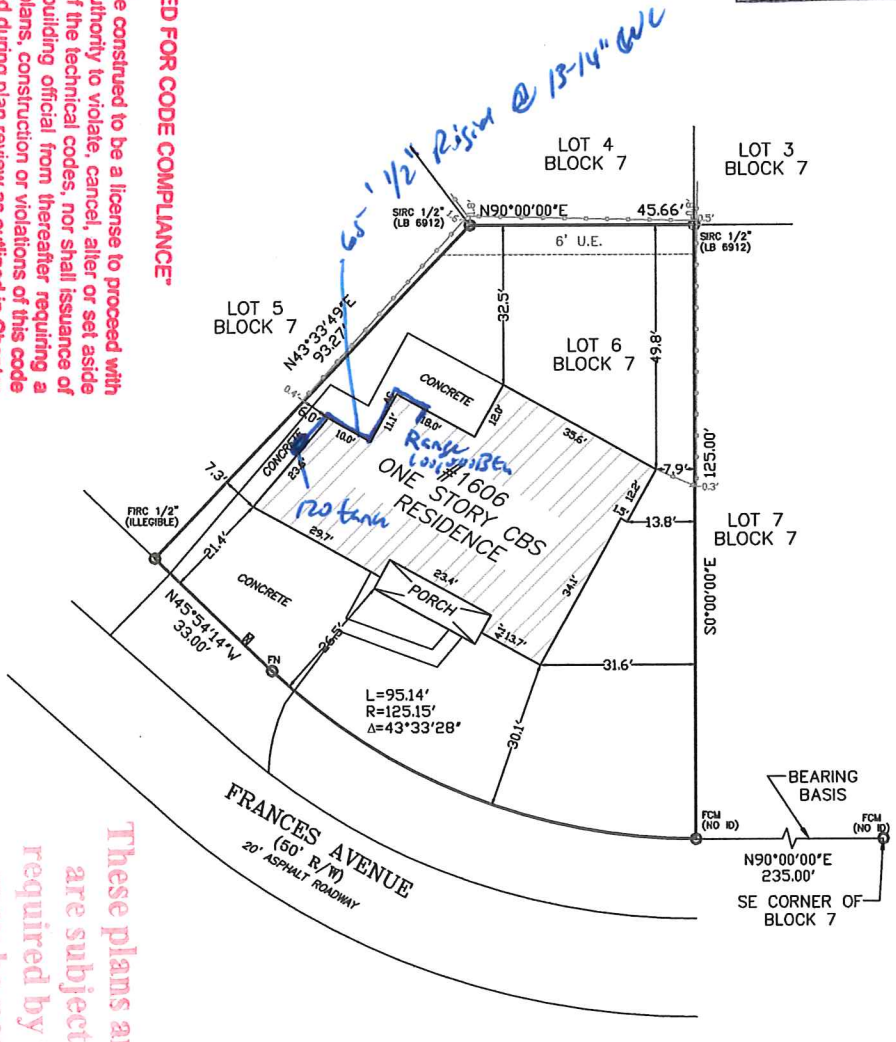
A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 of the Florida Building Code. All proposed work is subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

MAP OF BOUNDARY SURVEY PREPARED FOR JULIA JUDGE AND JOSEPH GRIFFIN III

"REVIEWED FOR CODE COMPLIANCE"

A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 of the Florida Building Code. All proposed work is subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

RECEIVED
JUL 30 2018
ST. Lucie County, Permitting



These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes

NOTES:
PROPERTY APPEARS TO BE SERVICED BY PUBLIC UTILITIES.
ALL BEARINGS AND DISTANCES SHOWN ARE RECORD AND MEASURED, UNLESS OTHERWISE SHOWN.
U.E. = UTILITY EASEMENT
BEARINGS ARE BASED UPON A MEASURED BEARING FOR THE NORTHERLY RIGHT OF WAY LINE OF FRANCES AVENUE.

NORTH ARROW & GRAPHIC SCALE
0' 1" = 30' 30'

JOB # - 1805-004	REVISION -
FIELD DATE - 05/03/2018	REVISION -
DRAWN BY - M.W.S.	REVISION -
REVISION -	REVISION -
REVISION -	REVISION -
REVISION -	REVISION -

FLORIDA BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER LB 6912

KNOW IT NOW, INC.
PROFESSIONAL SURVEYING AND MAPPING
5220 US HIGHWAY 1, #140
VERO BEACH, FL 32967
PHONE - (888) 396-7770
WWW.KINSURVEY.COM

ALL WORK SHALL BE IN ACCORDANCE WITH NFPA 54-58, NATIONAL FUEL GAS CODE AND FLORIDA FUEL GAS CODE 2017.

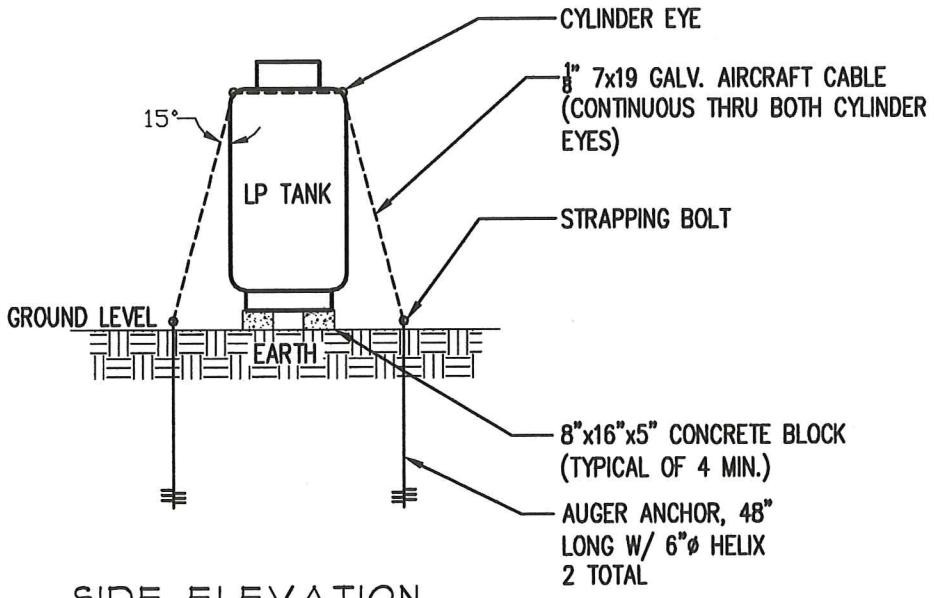
TANKS INSTALLED IN TRAFFIC AREAS SHALL BE PROTECTED WITH GALV. STEEL SCHED. 80 PIPE BOLLARDS (4"ø) 6' LONG X 3' BURY DEPTH WITH CAP @ 3' O.C.

PROPANE TANK WIND LOAD
FORCE ON TANK = $0.00256V^2*A*Cd$
= $0.00256(170mph)^2 * 13.33ft^2 * 1.2$ = 1184 LBS

FORCE ON $\frac{1}{8}$" CABLE = 1184 LBS
TENSILE STRENGTH OF $\frac{1}{8}$" CABLE = 2000 LBS

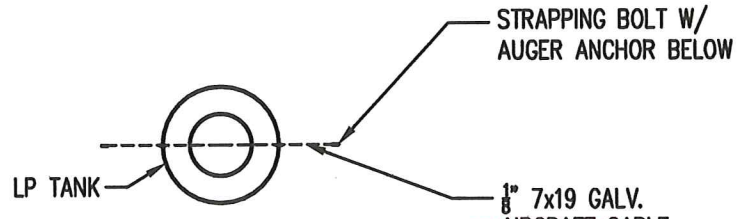
FORCE ON AUGER ANCHOR = 1184 / 2 = 592 LBS
MIN. PULL-OUT RESISTANCE OF AUGER ANCHOR = 1360 LBS

WIND LOAD CERTIFICATION:
CODE FBC 2017 / ASCE 7-10
WIND SPEED = 170 MPH, 3 SEC. GUST
EXPOSURE D
INTERNAL PRESSURE COEFF. 0.00



SIDE ELEVATION

SCALE 1/4" = 1'-0"



PLAN VIEW

SCALE 1/4" = 1'-0"

"REVIEWED FOR CODE COMPLIANCE"

A permit issued shall be construed as a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 of the Florida Building Code. All proposed work is subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes

Ferrellgas

3232 SE Dixie Hwy.
Stuart, FL 34997

LP TANK ANCHORING - 120 GALLON UPRIGHT ABOVE GROUND

ISSUE DATE:

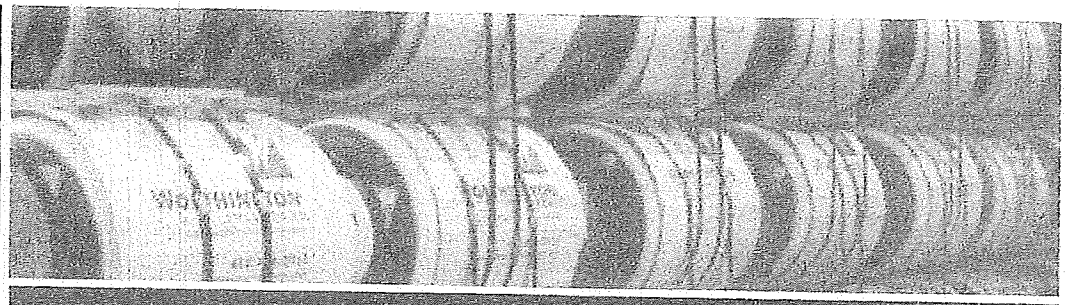
DRAWN:

APPROVED:

DRAWING NUMBER

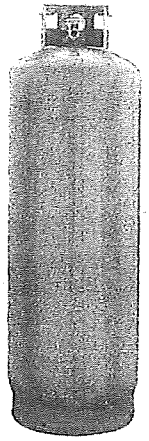
T-1

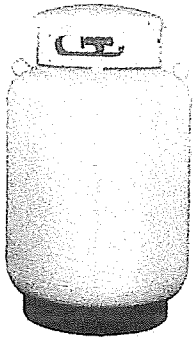
LP120UpAG

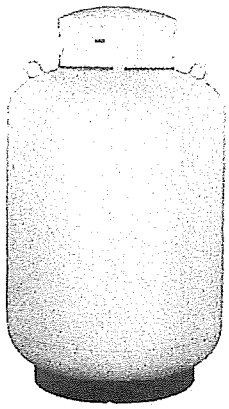


LPG

HEATING







SPECIFICATIONS

STANDARD

MODEL/SIZE (LBS)	100	200	420
HEIGHT (IN)	48	40	52
LPG CAPACITY (GAL)	23.6	47.2	99.1
WATER CAPACITY (LBS)	239	474	1,000
NOMINAL TARE WEIGHT (LBS)	68	142	271
CYLINDER DIAMETER (IN)	14.7	24	30
CYLINDER VOLUME (CU. IN)	6,616	13,120	27,680
COLLAR DIAMETER (IN)	6.5	16	16
COLLAR HEIGHT (IN)	5.1	6.9	6.9
FOOTRING DIAMETER (IN)	14.5	19	22
VALVE	CGA-510 NO OPD	CGA-510 NO OPD	CGA-510 NO OPD
STANDARD SPECIFICATION	DOT-4BW240	DOT-4BW240	DOT-4BW240

METRIC

MODEL/SIZE (LBS)	100	200	420
HEIGHT (MM)	1,219	1,016	1,321
LPG CAPACITY (L)	86.7	172	360
WATER CAPACITY (KG)	108.4	215	450
NOMINAL TARE WEIGHT (KG)	30.8	64.4	122.9
CYLINDER DIAMETER (MM)	373	610	762
CYLINDER VOLUME (L)	108.4	215	450
COLLAR DIAMETER (MM)	165	406	406
COLLAR HEIGHT (MM)	130	175	175
FOOTRING DIAMETER (MM)	368	483	559
VALVE	CGA-510 NO OPD	CGA-510 NO OPD	CGA-510 NO OPD
STANDARD SPECIFICATION	DOT-4BW240	DOT-4BW240	DOT-4BW240

All dimensions are approximate.

200 OLD WILSON BRIDGE ROAD
COLUMBUS, OHIO 43085
P: 614.438.3013
F: 614.438.3063

TOLL-FREE: 866.228.2657
CYLINDERS@WORTHINGTONINDUSTRIES.COM
WORTHINGTONCYLINDERS.COM

WORTHINGTON INDUSTRIES

©2014, Worthington Cylinder Corporation, A Worthington Industries Company 05/14

Table 6.3(d) Schedule 40 Metallic Pipe

Gas:	Undiluted Propane
Inlet Pressure:	11.0 in. w.c.
Pressure Drop:	0.5 in. w.c.
Specific Gravity:	1.50

INTENDED USE: Pipe Sizing Between Single or Second-Stage (Low-Pressure) Regulator and Appliance.

	Pipe Size (in.)								
Nominal Inside:	½	¾	1	1¼	1½	2	2½	3	4
Actual:	0.622	0.824	1.049	1.380	1.610	2.067	2.469	3.068	4.026
Length (ft)	Capacity in Thousands of Btu per Hour								
10	291	608	1,150	2,350	3,520	6,790	10,800	19,100	39,000
20	200	418	787	1,620	2,420	4,660	7,430	13,100	26,800
30	160	336	632	1,300	1,940	3,750	5,970	10,600	21,500
40	137	287	541	1,110	1,660	3,210	5,110	9,030	18,400
50	122	255	480	985	1,480	2,840	4,530	8,000	16,300
60	110	231	434	892	1,340	2,570	4,100	7,250	14,800
80	101	212	400	821	1,230	2,370	3,770	6,670	13,600
100	94	197	372	763	1,140	2,200	3,510	6,210	12,700
125	89	185	349	716	1,070	2,070	3,290	5,820	11,900
150	84	175	330	677	1,010	1,950	3,110	5,500	11,200
175	74	155	292	600	899	1,730	2,760	4,880	9,950
200	67	140	265	543	814	1,570	2,500	4,420	9,010
250	62	129	243	500	749	1,440	2,300	4,060	8,290
300	58	120	227	465	697	1,340	2,140	3,780	7,710
350	51	107	201	412	618	1,190	1,900	3,350	6,840
400	46	97	182	373	560	1,080	1,720	3,040	6,190
450	42	89	167	344	515	991	1,580	2,790	5,700
500	40	83	156	320	479	922	1,470	2,600	5,300
550	37	78	146	300	449	865	1,380	2,440	4,970
600	35	73	138	283	424	817	1,300	2,300	4,700
650	33	70	131	269	403	776	1,240	2,190	4,460
700	32	66	125	257	385	741	1,180	2,090	4,260
750	30	64	120	246	368	709	1,130	2,000	4,080
800	29	61	115	236	354	681	1,090	1,920	3,920
850	28	59	111	227	341	656	1,050	1,850	3,770
900	27	57	107	220	329	634	1,010	1,780	3,640
950	26	55	104	213	319	613	978	1,730	3,530
1,000	25	53	100	206	309	595	948	1,680	3,420
1,100	25	52	97	200	300	578	921	1,630	3,320
1,200	24	50	95	195	292	562	895	1,580	3,230
1,300	23	48	90	185	277	534	850	1,500	3,070
1,400	22	46	86	176	264	509	811	1,430	2,930
1,500	21	44	82	169	253	487	777	1,370	2,800
1,600	20	42	79	162	243	468	746	1,320	2,690
1,700	19	40	76	156	234	451	719	1,270	2,590
1,800	19	39	74	151	226	436	694	1,230	2,500
1,900	18	38	71	146	219	422	672	1,190	2,420
2,000	18	37	69	142	212	409	652	1,150	2,350

Note: All table entries are rounded to 3 significant digits.

Tarantin INDUSTRIES, INC.

RegO First Stage Regulators

LV3403TR

LV4403TR

First Stage Regulators, High Pressure Domestic

Provides accurate first stage regulation in two-stage bulk tank systems. Reduces tank pressure to an intermediate pressure of 5 to 10 PSIG. Also used to supply high pressure burners for applications like industrial furnaces or boilers. Domestic LP-gas installations, also incorporated in multiple cylinder installations.

PART NUMBER	INLET CONNECTION	OUTLET CONNECTION	ORIFICE SIZE	FACTORY DELIVERED PRESSURE	INTEGRAL ADJUSTMENT RANGE	RELIEF VALVE INCLUDED	VAPOR CAPACITY BTU/HR. PROPANE
LV3403TR	1/4" F. NPT	1/2" F.NPT	1/4"	11	9-13	Yes	1,500,000
LV4403TR4	1/2" F. NPT	1/2" F. NPT	1/4"	10	5-10	Yes	2,500,000*
LV4403SR9	1/2" F. NPT	1/2" F. NPT	1/4"	5	1-5	Yes	2,500,000*
LV4403TR9	F. POL	1/2" F. NPT	1/4"	10	5-10	Yes	2,500,000*
LV4403SR96	F. POL	3/4" F. NPT	1/4"	5	1-5	Yes	2,500,000*
LV4403TR96	F. POL	3/4" F. NPT	1/4"	10	5-10	Yes	2,500,000*
LV3403TRV9	1/4" F. NPT	1/2" F. NPT	1/4"	10	-	Yes	1,500,000**

* Maximum flow based on inlet pressure 20 PSIG higher than the regulator setting and delivery pressure 20% lower than the setting.
** Vent at 9 o'clock.

RegO Low Pressure Second Stage Regulators

LV4403B

LV5503B

Second Stage Regulators Low Pressure, Domestic

Designed to reduce first stage pressure of 5 to 20 PSIG down to burner pressure, normally 11" WC. Ideal for medium commercial installations, multiple cylinder installations and normal domestic loads.

Backmount Design

Mounts directly to house line piping. Eliminates need for union joints and elbows and mounting brackets. Quick and easy to install.

PART NUMBER	INLET CONNECTION	OUTLET CONNECTION	ORIFICE SIZE	FACTORY DELIVERED PRESSURE	ADJUSTMENT RANGE	VENT POSITION	VAPOR CAPACITY BTU/HR. PROPANE
LV4403B4	1/2" F. NPT	1/2" F. NPT	#28 Drill	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	935,000
LV4403B46	1/2" F. NPT	3/4" F. NPT	#28 Drill	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	935,000
LV4403B46R*	1/2" F. NPT	3/4" F. NPT	#28 Drill	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	935,000
LV4403B66	3/4" F. NPT	3/4" F. NPT	#28 Drill	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	935,000
LV4403B66R*	3/4" F. NPT	3/4" F. NPT	#28 Drill	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	935,000
LV5503B4	1/2" F. NPT	3/4" F. NPT	1/4"	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	1,600,000
LV5503B6	3/4" F. NPT	3/4" F. NPT	1/4"	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	1,600,000
LV5503B8	3/4" F. NPT	1" F. NPT	9/32"	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	2,300,000
LV4403B66RA**	3/4" F. NPT	3/4" F. NPT	3/16"	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	1,000,000
LV4403B66R-AB**	3/4" F. NPT	3/4" F. NPT	3/16"	11" WC at 10 PSIG Inlet	9" to 13" WC	Over Inlet	1,000,000
LV3403B4	1/2" F. NPT	1/2" F. NPT	1/4"	11" WC at 10 PSIG Inlet	-	-	-

* Backmount Design ** Sidemount Design

RegO Low Pressure Second Stage Tobacco Barn Regulator

Especially developed for drying barns in the tobacco industry. The LV5503G4 regulator will supply a steady and constant flow of fuel to as many as 12 to 20 burners throughout the barn.

LV5503G4

PART NUMBER	INLET CONNECTION	OUTLET CONNECTION	ORIFICE SIZE	FACTORY DELIVERED PRESSURE	ADJUSTMENT RANGE	VENT POSITION	VAPOR CAPACITY BTU/HR. PROPANE
LV5503G4	1/2" F. NPT	3/4" F. NPT	1/4"	15" WC at 15 PSI Inlet	8"-18" WC	Over Inlet	1,750,000

*Maximum flow is based on 15 PSIG inlet and 13" WC delivery pressure.

City Commission Regular Meeting **11.h.**

Meeting Date: 10/01/2018

Re: Letter to Oppose FCC 5G Proposal

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of letter to oppose the Federal Communications Commissioner's (FCC) Declaratory Ruling regarding the siting of small cell wireless infrastructure.

SUMMARY:

This proposed rule will serve to preempt local control over land use decisions.

RECOMMENDATION:

The Legislative Affairs Director recommends the Mayor to execute the letter expressing the City's opposition to the Federal Communications Commission's proposed rule "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment".

ALTERNATIVES:

Do not send the letter, or send with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Nicole Fogarty, Legislative Affairs Director

Fiscal Impact

OTHER INFORMATION:

None.

Attachments

Letter of Opposition

Proposed Rule

Fogarty Recommendation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/25/2018 05:20 PM

Form Started By: Linda Cox Started On: 09/19/2018 02:27 PM

Final Approval Date: 09/25/2018

THE SUNRISE CITY
FORT PIERCE
Florida
OFFICE OF THE MAYOR
AND CITY COMMISSION

October 1, 2018

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, District of Columbia 20554

RE: Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, WC Docket No. 17-84; Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, WT Docket No. 17-79

Dear Ms. Dortch:

On behalf of the City of Fort Pierce, Florida I write to express our concerns and opposition to the Federal Communications Commission's (FCC) Declaratory Ruling regarding state and local governance of the siting of small cell wireless infrastructure. The City supports the deployment of new technology, but not at the expense of local control over land use decisions and publicly owned infrastructure. This action by the FCC would undermine state law, cause confusion for local governments and the telecommunications industry, and would get ahead of Congressional efforts on this issue.

While we share the FCC's goal of ensuring the growth of cutting-edge broadband services for all Americans, we remain deeply concerned about several provisions of this proposal. Local governments have an important responsibility to protect the health, safety and welfare of residents. Local governments are best suited to evaluate the impact of any potential infrastructure on public rights of way and ensure that facilities are sited in a way that best serves our citizens. The FCC cannot fully understand local needs, safety requirements, future development plans, or the aesthetic character of communities located thousands of miles away. A one size fits all policy does not make sense and will be unable to address the needs of diverse communities across the country. The State of Florida recognized that even within one state, the needs would not be the same, with exemptions built into the state law for retirement communities, municipalities with certain characteristics such as barrier islands, and areas governed by covenants or restrictions of a homeowner's association. Additionally, the Florida law exempts collocation on municipal electric utility poles, private utility poles, in the Florida Department of Transportation's right of way, and other specific instances. None of these exemptions are preserved in the Declaratory Ruling.

The Declaratory Ruling would place processing requirements on local governments and limit our ability to recover the costs incurred. The State of Florida already has statewide shot clock and fee requirements and this proposal would cause confusion and render existing agreements negotiated between localities and telecommunications companies void. The Declaratory Ruling could require every local government statewide to once again update their ordinances on this issue and require telecommunications companies to learn an entirely new process. Finally, the FCC's proposed definition

of "effective prohibition" is overly broad. The draft report and order proposes a definition of "effective prohibition" that invites challenges to long-standing local rights of way requirements unless they meet a subjective and unclear set of guidelines. While the FCC may have intended to preserve local review, this framing and definition of effective prohibition opens local governments to the likelihood of more, not less, conflict and litigation over requirements for aesthetics, spacing, and undergrounding.

This Declaratory Ruling is seeking to solve a problem that local and state governments have already addressed. Small cell deployment is expected to increase 550 percent over 2017 levels this year. Local governments are partnering with the telecommunications industry to deploy this technology quickly, safely, and in a way that best serves our citizens. We strongly urge you to oppose this Declaratory Ruling and allow local governments and the industry to continue to work together without interference.

Sincerely,

Linda Hudson
Mayor

September 5, 2018

FCC FACT SHEET[1]

Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment;
Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment

Declaratory Ruling and Third Report and Order
WT Docket No. 17-79; WC Docket No. 17-84

Background: To meet rapidly increasing demand for wireless services and prepare our national infrastructure for 5G, providers must deploy infrastructure at significantly more locations using new, small cell facilities. Building upon streamlining actions already taken by state and local governments, this *Declaratory Ruling and Third Report and Order* is part of a national strategy to promote the timely buildout of this new infrastructure across the country by eliminating regulatory impediments that unnecessarily add delays and costs to bringing advanced wireless services to the public.

What the Declaratory Ruling and Third Report and Order Would Do:

- Clarify the scope and meaning of the effective prohibition standard set forth in Sections 253 and 332(c)(7) of the Communications Act as they apply to state and local regulation of wireless infrastructure deployment.
- Conclude that Sections 253 and 332(c)(7) limit state and local governments to charging fees that are no greater than a reasonable approximation of their costs for processing applications and for managing deployments in the rights-of-way.
- Identify specific fee levels for small wireless facility deployments that presumably comply with the relevant standard.
- Provide guidance on certain state and local non-fee requirements, including aesthetic and undergrounding requirements.
- Establish two new shot clocks for small wireless facilities (60 days for collocation on preexisting structures and 90 days for new builds) and codify the existing 90 and 150 day shot clocks for non-small wireless facility deployments that were established in the *2009 Declaratory Ruling*.
- Make clear that all state and local government authorizations necessary for the deployment of personal wireless service infrastructure are subject to those shot clocks.
- Conclude that a failure to act within the new small wireless facility shot clock constitutes a presumptive prohibition on the provision of services. Accordingly, we would expect local governments to provide all required authorizations without further delay.

[1] This document is being released as part of a "permit-but-disclose" proceeding. Any presentations or views on the subject expressed to the Commission or its staff, including by email, must be filed in WT Docket No. 17-79 and WC Docket No. 17-84, which may be accessed via the Electronic Comment Filing System (https://www.fcc.gov/ecfs/). Before filing, participants should familiarize themselves with the Commission's ex parte rules, including the general prohibition on presentations (written and oral) on matters listed on the Sunshine Agenda, which is typically released a week prior to the Commission's meeting. *See* 47 CFR § 1.1200 *et seq*.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment	)	WT Docket No. 17-79
	)	
Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment	)	WC Docket No. 17-84

DECLARATORY RULING AND THIRD REPORT AND ORDER*

Adopted: [] **Released: []**

By the Commission:

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* This document has been circulated for tentative consideration by the Commission at its September 2018 open meeting. The issues referenced in this document and the Commission's ultimate resolution of those issues remain under consideration and subject to change. This document does not constitute any official action by the Commission. However, the Chairman has determined that, in the interest of promoting the public's ability to understand the nature and scope of issues under consideration, the public interest would be served by making this document publicly available. The FCC's ex parte rules apply, and presentations are subject to "permit-but-disclose" ex parte rules. *See, e.g.*, 47 C.F.R. §§ 1.1206, 1.1200(a). Participants in this proceeding should familiarize themselves with the Commission's ex parte rules, including the general prohibition on presentations (written and oral) on matters listed on the Sunshine Agenda, which is typically released a week prior to the Commission's meeting. *See* 47 CFR §§ 1.1200(a), 1.1203.

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I. INTRODUCTION

1. America is in the midst of a transition to the next generation of wireless services, known as 5G. These new services can unleash a new wave of entrepreneurship, innovation, and economic opportunity for communities across the country. The FCC is committed to doing our part to help ensure the United States wins the global race to 5G to the benefit of all Americans. Today's action is the next step in the FCC's ongoing efforts to remove regulatory barriers that would unlawfully inhibit the deployment of infrastructure necessary to support these new services. We proceed by drawing on the balanced and commonsense ideas generated by many of our state and local partners in their own small cell bills.

2. Supporting the deployment of 5G and other next-generation wireless services through smart infrastructure policy is critical. Indeed, upgrading to these new services will, in many ways, represent a more fundamental change than the transition to prior generations of wireless service. 5G can enable increased competition for a range of services—including broadband—support new healthcare and Internet of Things applications, speed the transition to life-saving connected car technologies, and create jobs. It is estimated that wireless providers will invest $275 billion over the next decade in next-generation wireless infrastructure deployments, which should generate an expected three million new jobs and boost our nation's GDP by half a trillion dollars. Moving quickly to enable this transition is important, as a new report forecasts that speeding 5G infrastructure deployment by even one year would unleash an additional $100 billion to the U.S. economy.[1] Removing barriers can also ensure that every community gets a fair shot at these deployments and the opportunities they enable.

3. The challenge for policymakers is that the deployment of these new networks will look different than the 3G and 4G deployments of the past. Over the last few years, providers have been increasingly looking to densify their networks with new small cell deployments that have antennas often no larger than a small backpack. From a regulatory perspective, these raise different issues than the construction of large, 200-foot towers that marked the 3G and 4G deployments of the past. Indeed, estimates predict that upwards of 80 percent of all new deployments will be small cells going forward. To support advanced 4G or 5G offerings, providers must build out small cells at a faster pace and at a far greater density of deployment than before.

4. To date, regulatory obstacles have threatened the widespread deployment of these new services and, in turn, U.S. leadership in 5G. The FCC has lifted some of those barriers, including our decision in March 2018, which excluded small cells from some of the federal review procedures designed

[1] Accenture Strategy, *Accelerating Future Economic Value From the Wireless Industry* at 2 (2018), https://ecfsapi.fcc.gov/file/10719049775997/Accenture-Strategy-Wireless-5G-Accelerating-Economic-Value-POV-July-2018.pdf.

for those larger, 200-foot towers. But as the record here shows, the FCC must continue to act in partnership with our state and local leaders.

5. Many states and localities have acted to update and modernize their approaches to small cell deployments. They are working to promote deployment and balance the needs of their communities. At the same time, the record shows that problems remain. In fact, many state and local officials have urged the FCC to continue our efforts in this proceeding and adopt additional reforms. Indeed, we have heard from a number of local officials that the excessive fees or other costs associated with deploying small scale wireless infrastructure in large or otherwise "must serve" cities are materially inhibiting the buildout of wireless services in their own communities.

6. We thus find that now is the appropriate time to move forward with an approach geared at the conduct that threatens to limit the deployment of 5G services. In reaching our decision today, we have benefited from the input provided by a range of stakeholders, including state and local elected officials. FCC leadership spent substantial time over the course of this proceeding meeting directly with local elected officials in their jurisdictions. In light of those discussions and our consideration of the record here, we reach a decision today that does not preempt nearly any of the provisions passed in recent state-level small cell bills. We have reached a balanced, commonsense approach, rather than adopting a one-size-fits-all regime. This ensures that state and local elected officials will continue to play a key role in reviewing and promoting the deployment of wireless infrastructure in their communities.

7. By building on state and local ideas, today's action boosts the United States' standing in the race to 5G. Our action would eliminate around $2 billion in unnecessary costs, which would stimulate around $2.5 billion of additional buildouts. And that new service would be deployed where it is needed most: 97 percent of new deployments would be in rural and suburban communities that otherwise would be on the wrong side of the digital divide.[2]

8. The FCC will keep pressing ahead to ensure that every community in the country gets a fair shot at the opportunity that next-generation wireless services can enable. As detailed in the sections that follow, we do so by taking the following steps.

9. In the Declaratory Ruling, we note that a number of appellate courts have articulated different and often conflicting views regarding the scope and nature of the limits Congress imposed on state and local governments through Sections 253 and 332. We thus address and reconcile this split in authorities by taking three main actions.

10. First, we express our agreement with the U.S. Courts of Appeals for the First, Second, and Tenth Circuits that the "materially inhibit" standard articulated in 1997 by the Clinton-era FCC's *California Payphone* decision is the appropriate standard for determining whether a state or local law operates as a prohibition or effective prohibition within the meaning of Sections 253 and 332.

11. Second, we note, as numerous courts and prior FCC cases have recognized, that state and local fees and other charges associated with the deployment of wireless infrastructure can unlawfully prohibit the provision of service. At the same time, courts have articulated various approaches to determining the types of fees that run afoul of Congress's limits in Sections 253 and 332. We thus clarify the particular standard that governs the fees and charges that violate Sections 253 and 332 when it comes to the Small Wireless Facilities at issue in this decision.[3] Namely, fees are only permitted to the extent

[2] *See* Letter from Thomas J. Navin, Counsel to Corning, Inc. to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 (filed Aug. 29, 2018), Attach.A. at 3.

[3] "Small Wireless Facilities," as used herein and consistent with Rule 1.1312(e)(2), encompasses facilities that meet the following conditions:

(1) The structure on which antenna facilities are mounted—

(i) is 50 feet or less in height, or

(continued….)

that they are nondiscriminatory and represent a reasonable approximation of the locality's reasonable costs. In this section, we also identify specific fee levels for the deployment of Small Wireless Facilities that presumptively comply with this standard. We do so to help avoid unnecessary litigation over fees.

12. Third, we focus on a subset of other, non-fee provisions of local law that could also operate as prohibitions on service. We do so in particular by addressing state and local consideration of aesthetic concerns in the deployment of Small Wireless Facilities, recognizing that certain reasonable aesthetic considerations do not run afoul of Sections 253 and 332. This responds in particular to many concerns we heard from state and local governments about deployments in historic districts.

13. Next, we issue a Report and Order that addresses the "shot clocks" governing the review of wireless infrastructure deployments. We take three main steps in this regard. First, we create a new set of shot clocks tailored to support the deployment of Small Wireless Facilities. In particular, we read Sections 253 and 332 as allowing 60 days for reviewing the attachment of a Small Wireless Facility to an existing structure and 90 days for the construction of new qualifying facilities. Second, while we do not adopt a "deemed granted" remedy for violations of our new shot clocks, we clarify that failing to issue a decision up or down during this time period is not simply a "failure to act" within the meaning of applicable law. Rather, missing the deadline also constitutes a presumptive prohibition. We would thus expect any locality that misses the deadline to issue any necessary permits or authorizations without further delay. We also anticipate that a provider would have a strong case for quickly obtaining an injunction from a court that compels the issuance of all permits in these types of cases. Third, we clarify a number of issues that are relevant to all of the FCC's shot clocks, including the types of authorizations subject to these time periods.

II. BACKGROUND

A. Legal Background

14. In the Telecommunications Act of 1996 (the 1996 Act), Congress enacted sweeping new provisions intended to facilitate the deployment of telecommunications infrastructure. As U.S. Courts of Appeals have stated, "[t]he [1996] Act 'represents a dramatic shift in the nature of telecommunications regulation.'"[4] The Senate floor manager, Senator Larry Pressler, stated that "[t]his is the most comprehensive deregulation of the telecommunications industry in history."[5] Indeed, the purpose of the 1996 Act is to "provide for a pro-competitive, deregulatory national policy framework . . . by opening all telecommunications markets to competition."[6] The conference report on the 1996 Act similarly indicates

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(ii) is no more than 10 percent taller than other adjacent structures, or

(iii) is not extended to a height of more than 50 feet or by more than 10 percent above its preexisting height as a result of the collocation of new antenna facilities; and

(2) Each antenna associated with the deployment (excluding the associated equipment) is no more than three cubic feet in volume; and

(3) All antenna equipment associated with the facility (excluding antennas) are cumulatively no more than 28 cubic feet in volume; and

(4) The facility does not require antenna structure registration under part 17 of this chapter; and

(5) The facility is not located on Tribal lands, as defined under 36 CFR 800.16(x); and

(6) The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in Rule 1.1307(b).

[4] *Sprint Telephony PCS LP v. County of San Diego*, 543 F.3d 571, 575 (9th Cir. 2008) (*County of San Diego*) (quoting *Cablevision of Boston, Inc. v. Pub. Improvement Comm'n*, 184 F.3d 88, 97 (1st Cir. 1999).

[5] CONG. REC. S8188–04, S8197 (daily ed. June 12, 1995).

[6] H.R. Conf. Rep. No. 104–458, at 113 (1996), reprinted in 1996 U.S.C.C.A.N. (100 Stat. 5) 124.

that Congress "intended to remove all barriers to entry in the provision of telecommunications services."[7] The 1996 Act thus makes clear Congress's commitment to a competitive telecommunications marketplace unhindered by unnecessary regulations, explicitly directing the FCC to "promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies."[8]

15. Several provisions of the 1996 Act speak directly to Congress's determination that certain state and local regulations are unlawful. Section 253(a) provides that "[n]o State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service."[9] Courts have observed that Section 253 represents a "broad preemption of laws that inhibit competition."[10]

16. The Commission has issued several rulings interpreting and providing guidance regarding the language Congress used in Section 253. For instance, in the 1997 *California Payphone* decision, the Commission, under the leadership of then Chairman William Kennard, stated that, in determining whether a state or local law has the effect of prohibiting the provision of telecommunications services, it "consider[s] whether the ordinance materially inhibits or limits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment."[11]

17. Similar to Section 253, Congress specified in Section 332(c)(7) that "[t]he regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof—(I) shall not unreasonably discriminate among providers of functionally equivalent services; and (II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services."[12] Clause (B)(ii) of that section further provides that "[a] State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request."[13] Section 332(c)(7) generally preserves state and local authority over the "placement, construction, and modification of personal wireless service facilities" but with the important limitations described above.[14] Section 332(c)(7) also sets forth a judicial remedy, stating that "[a]ny person adversely affected by any final action or failure to act by a State or local government" that is inconsistent with the requirements of Section 332(c)(7) "may, within 30 days after such action or failure to act, commence an action in any

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[7] S. Rep. No. 104-230, at 126 (1996) (Conf. Rep.).

[8] Preamble, Telecommunications Act of 1996, P.L. 104-104, 100 Stat. 56 (1996); *see also AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366, 371 (1999) (noting that the 1996 Act "fundamentally restructures local telephone markets" to facilitate market entry); *Reno v. American Civil Liberties Union*, 521 U.S. 844, 857-58 (1997) ("The Telecommunications Act was an unusually important legislative enactment . . . designed to promote competition").

[9] 47 U.S.C. § 253(a).

[10] *Puerto Rico Tel. Co. v. Telecomm. Reg. Bd. of Puerto Rico*, 189 F.3d 1, 11 n.7 (1st Cir. 1999).

[11] *California Payphone Ass'n*, 12 FCC Rcd 14191, 14206, para. 31 (1997) (*California Payphone*).

[12] 47 U.S.C. § 332(c)(7)(B)(i).

[13] 47 U.S.C § 332(c)(7)(B)(ii).

[14] 47 U.S.C. § 332(c)(7)(A) (stating that, "[e]xcept as provided in this paragraph, nothing in this chapter shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless services facilities"). The statute defines "personal wireless services" to include CMRS, unlicensed wireless services, and common carrier wireless exchange access services. 47 U.S.C. § 332(c)(7)(C). In 2012, Congress expressly modified this preservation of local authority by enacting Section 6409(a), which requires local governments to approve certain types of facilities siting applications "[n]otwithstanding section 704 of the Telecommunications Act of 1996 [codified in substantial part as Section 332(c)(7)] . . . or any other provision of law." Spectrum Act, 47 U.S.C. § 6409(a)(1).

court of competent jurisdiction."[15] The provision further directs the court to "decide such action on an expedited basis."[16]

18. The Commission has previously interpreted the language Congress used and the limits it imposed on state and local authority in Section 332. For instance, in interpreting Section 332(c)(7)(B)(i)(II), the Commission has found that "a State or local government that denies an application for personal wireless service facilities siting solely because 'one or more carriers serve a given geographic market' has engaged in unlawful regulation that 'prohibits or ha[s] the effect of prohibiting the provision of personal wireless services,' within the meaning of Section 332(c)(7)(B)(i)(II)."[17] In adopting this interpretation, the Commission explained that its "construction of the provision achieves a balance that is most consistent with the relevant goals of the Communications Act" and its understanding that "[i]n promoting the construction of nationwide wireless networks by multiple carriers, Congress sought ultimately to improve service quality and lower prices for consumers."[18] The Commission also noted that an alternative interpretation would "diminish the service provided to [a wireless provider's] customers."[19]

19. In the *2009 Declaratory Ruling*, the Commission acted to speed the deployment of then-new 4G services and concluded that, "[g]iven the evidence of unreasonable delays [in siting decisions] and the public interest in avoiding such delays," it should offer guidance regarding the meaning of the statutory phrases "reasonable period of time" and "failure to act" "in order to clarify when an adversely affected service provider may take a dilatory State or local government to court."[20] The Commission interpreted "reasonable period of time" under Section 332(c)(7)(B)(ii) to be 90 days for processing collocation applications and 150 days for processing applications other than collocations. [21] The Commission further determined that failure to meet the applicable time frame enables an applicant to pursue judicial relief within the next 30 days.[22] In litigation involving the 90-day and 150-day time frames, the locality may attempt to "rebut the presumption that the established timeframes are reasonable."[23] If the agency fails to make such a showing, it may face "issuance of an injunction granting the application."[24] In its *2014 Wireless Infrastructure Order*, [25] the Commission clarified that the time

[15] 47 U.S.C. § 332(c)(7)(B)(v).

[16] 47 U.S.C. § 332(c)(7)(B)(v).

[17] *Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7) to Ensure Timely Siting Review*, Declaratory Ruling, 24 FCC Rcd 13994, 14016, para. 56 (2009) (*2009 Declaratory Ruling*), *aff'd*, *City of Arlington v. FCC*, 668 F.3d 229 (5th Cir. 2012), *aff'd*, 133 S. Ct. 1863, 569 U.S. 290 (2013).

[18] *2009 Declaratory Ruling*, 24 RCC Rcd at 14017-18, para. 61.

[19] *Id.*

[20] *Id.* at 14008, para. 37; *see also id.* at 14029 (Statement of Chairman Julius Genachowski) ("the rules we adopt today . . . will have an important effect in speeding up wireless carriers' ability to build new 4G networks--which will in turn expand and improve the range of wireless choices available to American consumers").

[21] *Id.* at 14012, para. 45.

[22] *Id.* at 14005, 14012, paras. 32, 45.

[23] *Id.* at 14008-10, 14013-14, paras. 37-42, 49-50.

[24] *Id.* at 14009, para. 38; *see also City of Rancho Palos Verdes v. Abrams*, 544 U.S. 113, 115 (2005) (proper remedies for Section 332(c)(7) violations include injunctions but not constitutional tort damages).

[25] Specifically, the Commission determined that once a siting application is considered complete for purposes of triggering the Section 332(c)(7) shot clocks, those shot clocks run regardless of any moratoria imposed by state or local governments, and the shot clocks apply to DAS and small-cell deployments so long as they are or will be used to provide "personal wireless services." *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, Report & Order, 29 FCC Rcd 12865, 12966, 12973, paras. 243, 270, (2014) (*2014 Wireless Infrastructure Order*), *aff'd*, *Montgomery County v. FCC*, 811 F.3d 121 (4th Cir. 2015); *see also Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, Notice of Proposed

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frames under Section 332(c)(7) are presumptively reasonable and begin to run when the application is submitted, not when it is found to be complete by a siting authority.[26]

20. In 2012, Congress adopted Section 6409 of the Middle Class Tax Relief and Job Creation Act (the Spectrum Act), which provides further evidence of Congressional intent to limit state and local laws that operate as barriers to infrastructure deployment. It states that, "[n]otwithstanding section 704 of the Telecommunications Act of 1996 [codified as 47 U.S.C. § 332(c)(7)] or any other provision of law, a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station."[27] Subsection (a)(2) defines the term "eligible facilities request" as any request for modification of an existing wireless tower or base station that involves (a) collocation of new transmission equipment; (b) removal of transmission equipment; or (c) replacement of transmission equipment.[28] In implementing Section 6409 and in an effort to "advance[e] Congress's goal of facilitating rapid deployment,"[29] The Commission adopted rules to expedite the processing of eligible facilities requests, including documentation requirements and a 60-day period for states and localities to review such requests.[30] The Commission further determined that a "deemed granted" remedy was necessary for cases in which the reviewing authority fails to issue a decision within the 60-day period in order to "ensur[e] rapid deployment of commercial and public safety wireless broadband services."[31] The Fourth Circuit, affirming that remedy, explained that "[f]unctionally, what has occurred here is that the FCC—pursuant to properly delegated Congressional authority—has preempted state regulation of wireless towers."[32]

21. Consistent with these broad federal mandates, courts have recognized that the Commission has authority to interpret Sections 253 and 332 of the Act to further elucidate what types of state and local legal requirements run afoul of the statutory parameters Congress established.[33] For instance, the Fifth Circuit affirmed the *2009 Declaratory Ruling* in *City of Arlington*. The court concluded that the Commission possessed the "authority to establish the 90– and 150–day time frames" and that its decision was not arbitrary and capricious.[34] More generally, as the agency charged with administering the Communications Act, the Commission has the authority, responsibility, and expert judgement to issue interpretations of the statutory language and to adopt implementing regulations that clarify and specify the scope and effect of the Act. Such interpretations are particularly appropriate where the statutory language is ambiguous, or the subject matter is "technical, complex, and dynamic," as it is in

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Rulemaking and Notice of Inquiry, 32 FCC Rcd 3330, 3339, para. 22 (2017) (*Wireless Infrastructure NPRM/NOI*); *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment,* Third Report and Order and Declaratory Ruling, WC Docket No. 17-84, FCC 18-111, paras. 140-68 (rel. Aug. 3, 2018) (*Moratoria Declaratory Ruling*).

[26] *2014 Wireless Infrastructure Order,* 29 FCC Rcd at 12970, para. 258. ("Accordingly, to the extent municipalities have interpreted the clock to begin running only after a determination of completeness, that interpretation is incorrect.").

[27] Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96 § 6409(a)(2), 126 Stat. 156 (2012).

[28] *Id*.

[29] *2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12872, para. 15.

[30] *2014 Wireless Infrastructure Order,* 29 FCC Rcd at 12922, 12956-57, paras. 135, 214-15.

[31] *2014 Wireless Infrastructure Order,* 29 FCC Rcd at 12961-62, paras. 226, 228.

[32] *Montgomery County v. FCC*, 811 F.3d at 129.

[33] *See, e.g.*, *City of Arlington v. FCC*, 668 F.3d 229, 253-54 (5th Cir. 2012) (*City of Arlington*); *County of San Diego*, 543 F.3d at 578; *RT Comms. v. FCC*, 201 F.3d 1264, 1268 (10th Cir. 2000).

[34] *City of Arlington*, 668 F.3d at 254, 260-61.

the Communications Act, as recognized by the Supreme Court.[35] Here, the Commission has ample experience monitoring and regulating the telecommunications sector. It is well-positioned, in light of this experience and the record in this proceeding, to issue a clarifying interpretation of Sections 253 and 332(c)(7) that accounts both for the changing needs of a dynamic wireless sector that is increasingly reliant on Small Wireless Facilities and for state and local oversight that does not materially inhibit wireless deployment.

22. The congressional and FCC decisions described above point to consistent federal action, particularly when faced with changes in technology, to ensure that our country's approach to wireless infrastructure deployment promotes buildout of the facilities needed to provide Americans with next-generation services. Consistent with that long-standing approach, in the 2017 *Wireless Infrastructure NPRM/NOI*, the Commission sought comment on whether the FCC should again update its approach to infrastructure deployment to ensure that regulations are not operating as prohibitions in violation of Congress's decisions and federal policy.[36] In August 2018, the Commission concluded that state and local moratoria on telecommunications services and facilities deployment are barred by Section 253(a).[37]

B. The Need for Commission Action

23. In response to the opportunities presented by offering new wireless services, and the problems facing providers that seek to deploy networks to do so, we find it necessary and appropriate to exercise our authority to interpret the Act and clarify the preemptive scope that Congress intended. The introduction of advanced wireless services has already revolutionized the way Americans communicate and transformed the U.S. economy. Indeed, the FCC's most recent wireless competition report indicates that American demand for wireless services continues to grow exponentially. It has been reported that monthly data usage per smartphone subscriber rose to an average of 3.9 gigabytes per subscriber per month, an increase of approximately 39 percent from year-end 2015 to year-end 2016.[38] As more Americans use more wireless services, demand for new technologies, coverage and capacity will necessarily increase, making it critical that the deployment of wireless infrastructure, particularly Small Wireless Facilities, not be stymied by unreasonable state and local requirements.

24. 5G wireless services, in particular, will transform the U.S. economy through increased use of high-bandwidth and low-latency applications and through the growth of the Internet of Things.[39] While the existing wireless infrastructure in the U.S. was erected primarily using macro cells with relatively large antennas and towers, wireless networks increasingly have required the deployment of small cell systems to support increased usage and capacity. We expect this trend to increase with next-generation networks, as demand continues to grow, and providers deploy 5G service across the nation. It is precisely "[b]ecause providers will need to deploy large numbers of wireless cell sites to meet the country's wireless broadband needs and implement next-generation technologies" that the Commission has acknowledged "an urgent need to remove any unnecessary barriers to such deployment, whether

[35] *Nat'l Cable & Telecommunications Ass'n, Inc. v. Gulf Power Co.*, 534 U.S. 327, 328 (2002); *FDA v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120 (2000) (recognizing "agency's greater familiarity with the ever-changing facts and circumstances surrounding the subjects regulated"); s*ee also, e.g., National Cable & Telecomm. Ass'n v. Brand X Internet Servs.*, 545 U.S. 967, 983-986 (2005) (Commission's interpretation of an ambiguous statutory provision overrides earlier court decisions interpreting the same provision).

[36] *See generally Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3332-39, paras. 4-22.

[37] *See generally Moratoria Declaratory Ruling*.

[38] *See Implementation of Section 6002(b) of the Omnibus Budget Reconciliation Act of 1993 Annual Report and Analysis of Competitive Market Conditions with Respect to Mobile Wireless, Including Commercial Mobile Services*, Twentieth Report, 32 FCC Rcd 8968, 8972, para. 20 (2017) (*Twentieth Wireless Competition Report*).

[39] *See Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3331, para. 1.

caused by Federal law, Commission processes, local and State reviews, or otherwise."[40] As explained below, the need to site so many more 5G-capable nodes leaves providers' deployment plans and the underlying economics of those plans vulnerable to increased per site delays and costs.

25. Some states and local governments have acted to facilitate the deployment of 5G and other next-gen infrastructure, looking to bring greater connectivity to their communities through forward-looking policies. Leaders in these states are working hard to meet the needs of their communities and balance often competing interests. At the same time, outlier conduct persists. The record here suggests that the legal requirements in place in other state and local jurisdictions are materially impeding that deployment in various ways.[41] Crown Castle, for example, describes "excessive and unreasonable" "fees to access the [rights-of-way] that are completely unrelated to their maintenance or management." It also points to barriers to market entry "for independent network and telecommunications service providers," including municipalities that "restric[t] access to the [right-of-way] only to providers of commercial mobile services" or that impose "onerous zoning requirements on small cell installations when other similar [right of way] utility installations are erected with simple building permits."[42] Crown Castle is not alone in describing local regulations that slow deployment. AT&T states that localities in Maryland, California, and Massachusetts have imposed fees so high that it has had to pause or decrease deployments.[43] Likewise, AT&T states that a Texas city has refused to allow small cell placement on any structures in a right-of-way (ROW).[44] T-Mobile states that the Town of Hempstead, New York requires service providers who seek to collocate or upgrade equipment on existing towers that have been properly constructed pursuant to Class II standards to upgrade and certify these facilities under Class III standards that apply to civil and national defense and military facilities.[45] Verizon states that a Minnesota town has proposed barring construction of new poles in rights-of-way and that a Midwestern suburb where it has been trying to get approval for small cells since 2014 has no established procedures for small cell approvals.[46] Verizon states that localities in New York and Washington have required special use permits involving multiple layers of approval to locate small cells in some or all zoning districts.[47]

26. Further, the record in this proceeding demonstrates that many local siting authorities are not complying with our existing Section 332 shot clock rules.[48] WIA states that its members routinely

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[40] *See Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3331, para. 2.

[41] *See, e.g.*, Letter from Henry Hultquist, AT&T, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 1 (filed Aug. 10, 2018) ("Unfortunately, many municipalities are unable, unwilling, or do not make it a priority to act on applications within the shot clock period."); Letter from Keith Buell, Sprint, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 1-2 (filed Aug. 13, 2018) (Sprint Aug. 13, 2018 *Ex Parte* Letter); Letter from Katherine R. Saunders, Verizon, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 2 (filed June 21, 2018) ("[L]ocal permitting delays continue to stymie deployments."); Letter from Kenneth J. Simon, Crown Castle, to Marlene H. Dortch, FCC, WT Docket No. 17-79 (filed Aug. 10, 2018); Letter from Scott K. Bergmann, Senior Vice President, Regulatory Affairs, CTIA, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 1 (filed Aug. 30, 2018).

[42] Crown Castle Comments at 7.

[43] Letter from Henry Hultquist, Vice President, Federal Regulatory, AT&T, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 2 (filed Aug. 6, 2018) (AT&T Aug. 6, 2018 *Ex Parte* Letter).

[44] AT&T Comments at 6-7.

[45] T-Mobile Reply Comments at 7-9; *see also* CCA Reply Comments at 12; CTIA Reply Comments at 18; WIA Reply Comments at 22-23.

[46] *See* Verizon Comments at 7.

[47] *See* Verizon Comments at 35.

[48] *See, e.g.*, T-Mobile Comments at 8 (stating that "roughly 30% of all of its recently proposed sites (including small cells) involve cases where the locality failed to act in violation of the shot clocks."). According to WIA, one of its members "reports that 70% of its applications to deploy Small Wireless Facilities in the public ROWs during a two-

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face lengthy delays and specifically cite localities in New Jersey, New Hampshire, and Maine as being problematic.[49] Similarly, AT&T identified an instance in which it took a locality in California 800 days to process an application.[50] GCI provides an example in which it took an Alaska locality nine months to decide an application.[51] T-Mobile states that a community in Colorado and one in California have lengthy pre-application processes for all small cell installations that include notification to all nearby households, a public meeting, and the preparation of a report, none of which these jurisdictions view as triggering a shot clock.[52] Similarly, Lightower provides examples of long delays in processing siting applications.[53] Finally, Crown Castle describes a case in which a "town took approximately two years and nearly twenty meetings, with constantly shifting demands, before it would even 'deem complete' Crown Castle's application."[54]

27. Our Declaratory Ruling and Third Report and Order are intended to address these issues and outlier conduct. Our conclusions are also informed by findings, reports, and recommendations from the FCC Broadband Deployment Advisory Committee (BDAC), including the Model Code for Municipalities, the Removal of State and Local Regulatory Barriers Working Group report, and the Rates and Fees Ad Hoc Working Group report, which the Commission created in 2017 to identify barriers to deployments of broadband infrastructure, many of which are addressed here.[55] We also considered input

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year period exceeded the 90-day shot clock for installation of Small Wireless Facilities on an existing utility pole, and 47% exceeded the 150-day shot clock for the construction of new towers." WIA Comments at 7. A New Jersey locality took almost five years to deny a Sprint application. *See Sprint Spectrum L.P. v. Zoning Bd. of Adjustment of the Borough of Paramus, N.J.*, 21 F. Supp. 3d 381, 383, 387 (D.N.J. 2014), *aff'd*, 606 Fed. App'x 669 (3d Cir. 2015). Another locality took almost three years to deny a Crown Castle application to install a DAS system. *See Crown Castle NG East, Inc. v. Town of Greenburgh*, 2013 WL 3357169, *6-8 (S.D.N.Y. 2013), *aff'd*, 552 Fed. Appx. 47 (2d Cir. 2014).

[49] WIA Comments at 8. WIA states that one of its "member reports that the wireless siting approval process exceeds 90 days in more than 33% of jurisdictions it surveyed, and exceeds 150 days in 25% of surveyed jurisdictions." WIA Comments at 8. In some cases, WIA members have experienced delays ranging from one to three years in multiple jurisdictions—significantly longer than the 90- and 150-day time frames that the Commission established in 2009.

[50] *See* WIA Comments at 9 (citing and discussing AT&T's Comments in the 2016 Streamlining Public Notice, WT Docket No. 16-421).

[51] GCI Comments at 5-6.

[52] T-Mobile Comments at 21.

[53] Lightower submits that average processing timeframes have increased from 300 days in 2016 to approximately 570 days in 2017, much longer than the Commission's shot clocks. Lightower states that "forty-six separate jurisdictions in the last two years had taken longer than 150 days to consider applications, with twelve of those jurisdictions—representing 101 small wireless facilities—taking more than a year." Lightower Comments at 5-6. *See also* WIA Comments at 9 (citing and discussing Lightower's Comments in the 2016 Streamlining Public Notice, WT Docket No. 16-421).

[54] WIA Comments at 8 (citing and discussing Crown Castle's Comments in 2016 Streamlining Public Notice, WT Docket No. 16-421).

[55] BDAC Report of the Removal of State and Local Barriers Working Group, https://www.fcc.gov/sites/default/files/bdac-regulatorybarriers-01232018.pdf (approved January 10, 2018) (BDAC Regulatory Barriers Report); Draft Final Report of the Ad Hoc Committee on Rates and Fees to the BDAC, https://www.fcc.gov/sites/default/files/bdac-07-2627-2018-rates-fees-wg-report-07242018.pdf (July 26, 2018) (Draft BDAC Rates and Fees Report); BDAC Model Municipal Code (Harmonized), https://www.fcc.gov/sites/default/files/bdac-07-2627-2018-harmonization-wg-model-code-muni.pdf (approved July 26, 2018) (BDAC Model Municipal Code). The Draft Final Report of the Ad Hoc Committee on Rates and Fees to the BDAC was presented to the BDAC on July 26, 2018 but has not been voted by the BDAC as of the adoption of this Declaratory Ruling.

from numerous state and local officials, about their concerns and how they have approached wireless deployment, much of which we took into account here. Our action is also consistent with congressional efforts to hasten deployment, including bi-partisan legislation pending in Congress like the STREAMLINE Small Cell Deployment Act and SPEED Act. The STREAMLINE Small Cell Deployment Act proposes to streamline wireless infrastructure deployments by requiring siting agencies to act on deployment requests within specified time frames and by limiting the imposition of onerous conditions and fees.[56] The SPEED Act would similarly streamline federal permitting processes.[57] In the same vein, the Model Code for Municipalities adopts streamlined infrastructure siting requirements while other BDAC reports and recommendations emphasize the negative impact of high fees on infrastructure deployments.[58]

28. As do members of both parties of Congress and experts on the BDAC, we recognize the urgent need to streamline regulatory requirements to accelerate the deployment of wireless infrastructure for current needs and for the next generation of wireless service in 5G. State government officials also have urged us to act to expedite the deployment of 5G technology, in particular, by streamlining overly burdensome regulatory processes to ensure that 5G technology will expand beyond just urban centers. These officials have expressed their belief that reducing high regulatory costs and delays in urban areas would leave more money and encourage development in rural areas.[59] "[G]etting [5G] infrastructure out in a timely manner can be a challenge that involves considerable time and financial resources. The solution is to streamline relevant policies – allowing more modern rules for modern infrastructure."[60] State officials have acknowledged that current regulations are "outdated" and "could hinder the timely arrival of 5G throughout the country," and urged the FCC "to push for more reforms that will streamline infrastructure rules from coast to coast."[61]

29. Accordingly, in this Declaratory Ruling and Third Report and Order, we act to reduce regulatory barriers to the deployment of wireless infrastructure and to ensure that our nation remains the leader in advanced wireless services and wireless technology.

III. DECLARATORY RULING

30. In this Declaratory Ruling, we note that a number of appellate courts have articulated different and often conflicting views regarding the scope and nature of the limits Congress imposed on state and local governments through Sections 253 and 332. In light of these diverging views, Congress's

[56] *See, e.g.*, STREAMLINE Small Cell Deployment Act, S.3157, 115th Congress (2017-2018).

[57] *See, e.g.*, Streamlining Permitting to Enable Efficient Deployment of Broadband Infrastructure Act of 2017 (SPEED Act), S. 1988.

[58] *See* BDAC Model Municipal Code; Draft BDAC Rates and Fees Report; BDAC Regulatory Barriers Report.

[59] Letter from Montana State Senator Duane Ankney to Marlene H. Dortch, Secretary, FCC, WT Docket 17-79, at 1 (filed July 31, 2018) (Duane Ankney July 31, 2018 *Ex Parte* Letter) .

[60] Letter from LaWana Mayfield, City Council Member, Charlotte, NC, to Marlene H. Dortch, Secretary, FCC, WT Docket 17-79, at 1 (filed July 31, 2018) (LaWana Mayfield July 31, 2018 *Ex Parte* Letter); *see also* Letter from South Carolina State Representative Terry Alexander to Marlene H. Dortch, Secretary, FCC, WT Docket 17-79, at 1 (filed August 7, 2018) ("[P]olicymakers at all levels of government must streamline complex siting stipulations that will otherwise slow down 5G buildout for small cells in particular."); Letter from Sal Pace, Pueblo County Commissioner, District 3, CO, to Marlene H. Dortch, Secretary, FCC, WT Docket 17-79, at 1 (filed July 30, 2018) (Sal Pace July 30, 2018 *Ex Parte* Letter) ("[T]he FCC should ensure that localities are fully compensated for their costs . . . Such fees should be reasonable and non-discriminatory, and should ensure that localities are made whole. Lastly, the FCC should set reasonable and enforceable deadlines for localities to act on wireless permit applications. . . . The distinction between siting large macro-towers and small cells should be reflected in any rulemaking.")

[61] Letter from Dr. Carolyn A. Prince, Chairwoman, Marlboro County Council, SC, to Marlene H. Dortch, Secretary, FCC, WT Docket 17-79, at 1 (filed July 31, 2018) (Dr. Carolyn Prince July 31, 2018 *Ex Parte* Letter)

vision for a consistent, national policy framework, and the need to ensure that our approach continues to make sense in light of the relatively new trend towards the large-scale deployment of Small Wireless Facilities, we take this opportunity to clarify and update the FCC's reading of the limits Congress imposed. We do so in three main respects.

31. First, in Part III.A, we express our agreement with the views already stated by the First, Second, and Tenth Circuits that the "materially inhibit" standard articulated in 1997 by the Clinton-era FCC's *California Payphone* decision is the appropriate standard for determining whether a state or local law operates as a prohibition or effective prohibition within the meaning of Sections 253 and 332.

32. Second, in Part III.B, we note, as numerous courts have recognized, that state and local fees and other charges associated with the deployment of wireless infrastructure can effectively prohibit the provision of service. At the same time, courts have articulated various approaches to determining the types of fees that run afoul of Congress's limits in Sections 253 and 332. We thus clarify the particular standard that governs the fees and charges that violate Sections 253 and 332 when to comes to the Small Wireless Facilities at issue in this decision. Namely, fees are only permitted to the extent that they represent a reasonable approximation of the local government's objectively reasonable costs, and are non-discriminatory.[62] In this section, we also identify specific fee levels for the deployment of Small Wireless Facilities that presumptively comply with this standard. We do so to help avoid unnecessary litigation, while recognizing that it is the standard itself, not the particular, presumptive fee levels we articulate, that ultimately will govern whether a particular fee is allowed under Sections 253 and 332. So fees above those levels would be permissible under Sections 253 and 332 to the extent a locality's actual, reasonable costs (as measured by the standard above) are higher.

33. Finally, in Part III.C, we focus on a subset of other, non-fee provisions of state and local law that could also operate as prohibitions on service. We do so in particular by addressing state and local consideration of aesthetic concerns in the deployment of Small Wireless Facilities.

A. Overview of the Section 253 and Section 332(c)(7) Framework Relevant to Small Wireless Facilities Deployment

34. In Sections 253(a) and 332(c)(7)(B) of the Act, Congress determined that state or local requirements that prohibit or have the effect of prohibiting the provision of service are unlawful and thus preempted.[63] Section 253(a) addresses "any interstate or intrastate telecommunications service," while Section 332(c)(7)(B)(i)(II) addresses "personal wireless services."[64] Although the provisions contain

[62] Fees charged by states or localities in connection with Small Wireless Facilities would be "compensation" for purposes of Section 253(c). This Declaratory Ruling interprets Section 253 and 332(c)(7) in the context of three categories of fees, one of which applies to all deployments of Small Wireless Facilities while the other two are specific to Small Wireless Facilities deployments inside the ROW. (1) "Event" or "one-time" fees are charges that providers pay on a non-recurring basis in connection with a one-time event, or series of events occurring within a finite period. The one-time fees addressed in this Declaratory Ruling are not specific to the ROW. For example, a provider may be required to pay fees during the application process to cover the costs related to processing an application building or construction permits, street closures, or a permitting fee, whether or not the deployment is in the ROW. (2) Recurring charges for a Small Wireless Facility's use of or attachment to property inside the ROW owned or controlled by a state or local government, such as a light pole or traffic light, is the second category of fees addressed here, and is typically paid on a per structure/per year basis. (3) Finally, ROW access fees are recurring charges that are assessed, in some instances, to compensate a state or locality for a Small Wireless Facility's access to the ROW, which includes the area on, below, or above a public roadway, highway, street, sidewalk, alley, utility easement, or similar property (including when such property is government-owed). A ROW access fee may be charged even if the Small Wireless Facility is not using government owned property within the ROW. *See* Draft BDAC Rates and Fees Report at p. 15-16. Unless otherwise specified, a reference to "fee" or "fees" herein refers to any one of, or any combination of, these three categories of charges.

[63] 47 U.S.C. §§ 253(a), 332(c)(7)(B)(i)(II).

[64] *Id.*

identical "effect of prohibiting" language,[65] the Commission and different courts over the years have each employed inconsistent approaches to deciding what it means for a state or local legal requirement to have the "effect of prohibiting" services under these two sections of the Act. This has caused confusion among both providers and local governments about what legal requirements are permitted under Section 253. For example, despite Commission decisions to the contrary, some courts have held that a denial of a wireless siting application will "prohibit or have the effect of prohibiting" the provision of a personal wireless service under Section 332(c)(7)(B)(i)(II) only if the provider can establish that it has a significant gap in service coverage in the area and a lack of feasible alternative locations for siting facilities.[66] Other courts have held that evidence of an already-occurring or complete inability to offer a telecommunications service is required to demonstrate an effective prohibition under Section 253(a).[67] Conversely, still other courts like the First and Second Circuits have both endorsed prior Commission interpretations of what constitutes an effective prohibition and recognized that, under that analytical framework, a legal requirement can constitute an effective prohibition of services even if it is not an insurmountable barrier.[68] In this Declaratory Ruling, we first reaffirm, as our definitive interpretation of the effective prohibition standard, the test we set forth in *California Payphone*, namely, that a state or local legal requirement constitutes an effective prohibition if it "materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment."[69] We then explain how this "material inhibition" standard applies in the context of state and local fees and aesthetic requirements. In doing so, we confirm the First and Second Circuits' understanding that under this analytical framework, a legal requirement can "materially inhibit" the provision of services even if it is

[65] *Id.*

[66] Courts vary widely regarding the type of showing needed to satisfy the second part of that standard. The First, Fourth, and Seventh Circuits have imposed a "heavy burden" of proof on applicants to establish a lack of alternative feasible sites, requiring them to show "not just that *this* application has been rejected but that further reasonable efforts to find another solution are so likely to be fruitless that it is a waste of time even to try." *Green Mountain Realty Corp. v. Leonard*, 750 F.3d 30, 40 (1st Cir. 2014); *accord New Cingular Wireless PCS, LLC v. Fairfax County*, 674 F.3d 270, 277 (4th Cir. 2012); *T-Mobile Northeast LLC v. Fairfax County*, 672 F.3d 259, 266-68 (4th Cir. 2012) (*en banc*); *Helcher v. Dearborn County*, 595 F.3d 710, 723 (7th Cir. 2010). The Second, Third, and Ninth Circuits have held that an applicant must show only that its proposed facilities are the "least intrusive means" for filling a coverage gap in light of the aesthetic or other values that the local authority seeks to serve. *Sprint Spectrum, LP v. Willoth*, 176 F.3d 630, 643 (2d Cir. 1999) (*Willoth*); *APT Pittsburgh Ltd. P'ship v. Penn Township*, 196 F.3d 469, 480 (3d Cir. 1999) (*APT*); *American Tower Corp. v. City of San Diego*, 763 F.3d 1035, 1056-57 (9th Cir. 2014); *T-Mobile USA, Inc. v. City of Anacortes*, 572 F.3d 987, 995-99 (9th Cir. 2009).

[67] *See, e.g., County of San Diego*, 543 F.3d at 579-80; *Level 3 Commc'ns, LLC v. City of St. Louis*, 477 F.3d 528, 533-34 (8th Cir. 2007) (*City of St. Louis*).

[68] *Puerto Rico Tel. Co. v. Municipality of Guayanilla*, 450 F.3d 9, 18 (1st Cir. 2006) (*Municipality of Guayanilla*); *TCG New York, Inc. v. City of White Plains*, 305 F.3d 67, 76 (2d Cir. 2002) (*City of White Plains*).

[69] *California Payphone*, 12 FCC Rcd at 14206, para. 31. A number of circuit courts have cited *California Payphone* as the leading authority regarding the standard to be applied under Section 253(a). *See, e.g., County of San Diego*, 543 F.3d at 578; *City of St. Louis*, 477 F.3d at 533; *Municipality of Guayanilla*, 450 F.3d at 18; *Qwest Corp. v. City of Santa Fe*, 380 F.3d 1258, 1270 (10th Cir. 2004) (*City of Santa Fe*); *City of White Plains*, 305 F.3d at 76. Crown Castle argues that the Eighth and Ninth Circuit cited the FCC's *California Payphone* decision, but read the standard in an overly narrow fashion. *See, e.g.*, Letter from Kenneth J. Simon, Senior Vice Pres. and Gen. Counsel, Crown Castle, *et al.*, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 12 (filed June 7, 2018) (Crown Castle June 7, 2018 *Ex Parte* Letter); *see also* Smart Cities Coal. Comments at 60-61 (describing circuit split). Some commenters cite selected dictionary definitions or otherwise argue for a narrow definition of "prohibit." *See, e.g.*, Smart Cities Coal. Reply at 53. But because they do not go on to dispute the validity of the *California Payphone* standard that has been employed not only by the Commission but also many courts, those arguments do not persuade us to depart from the *California Payphone* standard here.

not an insurmountable barrier.[70] We also resolve the conflicting court interpretations of the 'effective prohibition' language so that continuing confusion on Section 253 does not materially inhibit the critical deployments of Small Wireless Facilities and our nation's drive to deploy 5G.[71]

35. As an initial matter, we note that our Declaratory Ruling applies with equal measure to the effective prohibition standard that appears in both Sections 253(a) and 332(c)(7).[72] This ruling is consistent with the basic canon of statutory interpretation that identical words appearing in neighboring provisions of the same statute should be interpreted to have the same meaning.[73] Moreover, both of these

[70] *See, e.g.*, *City of White Plains*, 305 F.3d at 76; *Municipality of Guayanilla*, 450 F.3d at 18; *see also, e.g.*, Crown Castle June 7, 2018 *Ex Parte* Letter at 12. Because the clarifications in this order should reduce uncertainty regarding the application of these provisions for state and local governments as well as stakeholders, we are not persuaded by some commenters' arguments that an expedited complaint process is required. *See, e.g.*, AT&T Comments at 28; CTIA Reply at 21. Nor do we address, at this time, requests for clarification and/or action on other issues raised in the record beyond those expressly discussed in this order. These other issues include arguments regarding other statutory interpretations that we do not address here. *See, e.g.*, CTIA Reply at 23 (raising broader questions about the precise interplay of Section 253 and Section 332(c)(7)); Crown Castle June 7, 2018 *Ex Parte* Letter at 16-17 (raising broader questions about the scope of "legal requirements" under Section 253(a)). Consequently, this order should not be read as impliedly taking a position on those issues.

[71] *See, e.g.*, Crown Castle June 7, 2018 *Ex Parte* Letter at 11-12 (arguing that "[d]espite the Commission's efforts to define the boundaries of federal preemption under Section 253, courts have issued a number of conflicting decisions that have only served to confuse the preemption analysis sunder section 253" and that "the Commission should clarify that the *California Payphone* standard as interpreted by the First and Second Circuits is the appropriate standard going forward"); *see also* BDAC Regulatory Barriers Report at p. 9 ("The Commission should provide clarity on what actually constitutes an "excessive" fee for right-of-way access and use. The FCC should provide guidance on what constitutes a fee that is excessive and/or duplicative, and that therefore is not "fair and reasonable." The Commission should specifically clarify that "fair and reasonable" compensation for right-of way access and use implies some relation to the burden of new equipment placed in the ROW or on the local asset, or some other objective standard.").

[72] *See infra* Part III.A, B.

[73] *See County of San Diego*, 543 F.3d at 579 ("We see nothing suggesting that Congress intended a different meaning of the text 'prohibit or have the effect of prohibiting' in the two statutory provisions, enacted at the same time, in the same statute. * * * * * As we now hold, the legal standard is the same under either [Section 253 or 332(c)(7)]."); *see also, e.g.*, *Puerto Rico v. Franklin Cal. Tax-Free Trust*, 136 S.Ct. 1938, 1946 (2016) (citing *Sullivan v. Stroop*, 496 U.S. 478, 484 (1990) (reading same term used in different parts of the same Act to have the same meaning) and *Northcross v. Board of Ed. of Memphis City Schools*, 412 U.S. 427, 428 (1973) (per curiam) ("[S]imilarity of language . . . is . . . a strong indication that the two statutes should be interpreted *pari passu*"); Verizon Comments at 9-10; AT&T Reply at 3-4; Crown Castle June 7, 2018 *Ex Parte* Letter at 15.

provisions apply to wireless telecommunications services[74] as well as to commingled services and facilities.[75]

36. As explained in *California Payphone* and reaffirmed here, a state or local legal requirement will have the effect of prohibiting wireless telecommunications services if it materially inhibits the provision of such services. We clarify that an effective prohibition occurs where a state or local legal requirement materially inhibits a provider's ability to engage in any of a variety of activities related to its provision of a covered service.[76] This test is met not only when filling a coverage gap but also when densifying a wireless network, introducing new services or otherwise improving service capabilities.[77] Under the *California Payphone* standard, a state or local legal requirement could materially inhibit service in numerous ways—not only by rendering a service provider unable to provide an existing service in a new geographic area or by restricting the entry of a new provider in providing service in a particular area, but also by materially inhibiting the introduction of new services or the

[74] Common carrier wireless services meet the definition of "telecommunications services," and thus are within the scope of Section 253(a) of the Act. *See, e.g.*, *Moratoria Declaratory Ruling*, FCC 18-111, para 142 n.523; *see also, e.g.*, League of Minnesota Cities Comments at 11; Verizon Reply at 9-10. While some commenters cite certain distinguishing factual characteristics between wireline and wireless services, the record does not reveal why those distinctions would be material to whether wireless telecommunications services are covered by Section 253 in the first instance. *See, e.g.*, City of San Antonio *et al*. Comments, Exh. A at 13; Virginia Joint Commenters Comments at 5; *id*., Exh. A at 45-46. To the contrary, Section 253(e) expressly preserves "application of section 332(c)(3) of this title to commercial mobile service providers" notwithstanding Section 253—a provision that would be meaningless if wireless telecommunications services already fell outside the scope of Section 253. 47 U.S.C. § 253(e). For this same reason, we also reject claims that the existence of certain protections for personal wireless services in Section 332(c)(7) demonstrate that wireless telecommunications services must fall outside the scope of Section 253. *See, e.g.*, Virginia Joint Commenters Comments, Exh. A at iii, 45-46.

[75] *See, e.g.*, *Moratoria Declaratory Ruling*, FCC 18-111, para 145 n.531; *Restoring Internet Freedom*, Declaratory Ruling, Report and Order, and Order, 33 FCC Rcd 311, 425, para. 190 (2018); *see also, e.g.*, *Coastal Communications Service v. City of New York*, 658 F.Supp.2d 425, 441-42 (E.D.N.Y. 2009) (finding that a restriction on advertising on newly-installed payphones was subject to Section 253(a) where the advertising was a material factor in the provider's ability to provide the payphone service itself). The fact that facilities are sometimes deployed by third parties not themselves providing covered services also does not place such deployment beyond the purview of Section 253(a) or Section 332(c)(7)(B)(i) insofar as the facilities are used by wireless service providers on a wholesale basis to provide covered services (among other things). *See, e.g.*, T-Mobile Comments at 26. Given our conclusion that neither commingling of services nor the identity of the entity engaged in the deployment activity changes the applicability of Section 253(a) or Section 332(c)(7)(B)(i)(II) where the facilities are being used for the provisioning of services within the scope of the relevant statutory provisions, we reject claims to the contrary. *See, e.g.*, Colorado Communications and Utility Alliance *et al*. Comments at 15-16; City of San Antonio *et al*. Comments, Exh. A at 12; *id*., Exh. C at 13-15.

[76] By "covered service" we mean a telecommunications service or a personal wireless service for purposes of Section 253 and Section 332(c)(7), respectively.

[77] *See, e.g.*, Crown Castle Comments at 54-55; Free State Foundation Comments at 12; T-Mobile Comments at 43-45; CTIA Reply at 14; WIA Reply at 26; Crown Castle June 7, 2018 *Ex Parte* Letter at 13-14; Letter from Kara Romagnino Graves, Director, Regulatory Affairs, CTIA, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 8-9 (filed June 27, 2018) (CTIA June 27, 2018 *Ex Parte* Letter). As T-Mobile explains, for example, a provider might need to improve "signal strength or system capacity to allow it to provide reliable service to consumers in residential and commercial buildings." T-Mobile Comments at 43; *see also, e.g.*, *Acceleration of Broadband Deployment By Improving Wireless Facilities Siting Policies et al.*, WT Docket Nos. 13-238, *et al.*, Notice of Proposed Rulemaking, 28 FCC Rcd 14238, 14253, para. 38 (2013) (observing that "DAS and small cell facilities[ ] are critical to satisfying demand for ubiquitous mobile voice and broadband services"). The growing prevalence of smart phones has only accelerated the demand for wireless providers to take steps to improve their service offerings. *See, e.g.*, *Twentieth Wireless Competition Report*, 32 FCC Rcd at 9011-13, paras. 62-65.

improvement of existing services. Thus, an effective prohibition includes materially inhibiting additional services or improving existing services.[78]

37. Our reading of Section 253(a) and Section 332(c)(7)(B)(i)(II) reflects and supports a marketplace in which services can be offered in a multitude of ways with varied capabilities and performance characteristics consistent with the policy goals in the 1996 Act and the Communications Act. To limit Sections 253(a) and 332(c)(7)(B)(i)(II) to protecting only against coverage gaps or the like would be to ignore Congress's contemporaneously-expressed goals of "promot[ing] competition[,] . . . secur[ing] . . . higher quality services for American telecommunications consumers and encourage[ing] the rapid deployment of new telecommunications technologies."[79] In addition, as the Commission recently explained, the implementation of the Act "must factor in the fundamental objectives of the Act, including the deployment of a 'rapid, efficient . . . wire and radio communication service with adequate facilities at reasonable charges' and 'the development and rapid deployment of new technologies, products and services for the benefit of the public . . . without administrative or judicial delays[, and] efficient and intensive use of the electromagnetic spectrum.'"[80] These provisions demonstrate that our interpretation of Section 253 and Section 332(c)(7)(B)(i)(II) is in accordance with the broader goals of the various statutes that the Commission is entrusted to administer.

38. *California Payphone* further concluded that providers must be allowed to compete in a "fair and balanced regulatory environment."[81] As reflected in decisions such as the Commission's *Texas PUC Order*, a state or local legal requirement can function as an effective prohibition either because of the resulting "financial burden" in an absolute sense, or, independently, because of a resulting competitive disparity.[82] We clarify that "[a] regulatory structure that gives an advantage to particular services or facilities has a prohibitory effect, even if there are no express barriers to entry in the state or local code; the greater the discriminatory effect, the more certain it is that entities providing service using the

[78] Our conclusion finds further support in our broad understanding of the statutory term "service," which, as we explained in our recent *Moratoria Declaratory Ruling*, means "any covered service a provider wishes to provide, incorporating the abilities and performance characteristics it wishes to employ, including to provide existing services more robustly, or at a higher level of quality—such as through filling a coverage gap, densification, or otherwise improving service capabilities." *Moratoria Declaratory Ruling*, FCC 18-111, para. 162 n.594; *see also Public Utility Comm'n of Texas, et al., Pet. for Decl. Ruling and/or Preemption of Certain Provisions of the Texas Pub. Util. Reg. Act of 1995*, Memorandum Opinion and Order, 13 FCC Rcd 3460, 3496, para. 74 (1997) (*Texas PUC Order)* (interpreting the scope of 'telecommunications services' covered by Section 253(a) and clarifying that it would be an unlawful prohibition for a state or locality to specify "the means or facilities" through which a service provider must offer service); Crown Castle June 7, 2018 *Ex Parte* Letter at 10-11 (discussing this precedent). We find this interpretation of "service" warranted not only under Section 253(a), but Section 332(c)(7)(B)(i)(II)'s reference to "services" as well.

[79] Preamble to the Telecommunications Act of 1996, Pub. Law. No. 104-104, § 202, 110 Stat. 56 (1996). Consequently, we reject arguments suggesting that the provision of some level of wireless service in the past necessarily demonstrates that there is no effective prohibition of service under the state or local legal requirements that applied during those periods or that an effective prohibition only is present if a provider can provide no covered service whatsoever. *See, e.g.*, City and County of San Francisco Comments at 25-26; Virginia Joint Commenters Comments, Exh. A at 31-33. Nor, in light of these goals, do we find it reasonable to interpret the protections of these provisions as doing nothing more than guarding against a monopoly as some suggest. *See, e.g.*, Smart Cities Coal. Comments, WC Docket No. 17-84, at 8-9 (filed June 15, 2017) cited in Smart Cities Coal. Comments at 57 n.141.

[80] *Accelerating Wireless Broadband Deployment By Removing Barriers To Infrastructure Investment*, Second Report and Order, FCC 18-30, para. 62 (rel. Mar. 30, 2018) (*Wireless Infrastructure Second R & O*) (quoting 47 U.S.C. §§ 151, 309(j)(3)(A), (D)).

[81] *California Payphone*, 12 FCC Rcd at 14206, para. 31.

[82] *Texas PUC Order*, 13 FCC Rcd at 3466, 3498-500, paras. 13, 78-81; *see also, e.g.*, Crown Castle June 7, 2018 *Ex Parte* at 10-11, 13.

disfavored facilities will experience prohibition."[83] This conclusion is consistent with both Commission and judicial precedent recognizing the prohibitory effect that results from a competitor being treated materially differently than similarly-situated providers.[84] We provide our authoritative interpretation below of the circumstances in which a "financial burden," as described in the *Texas PUC Order*, constitutes an effective prohibition in the context of certain state and local fees.

39. As we explained above, we reject alternative readings of the effective prohibition language that have been adopted by some courts and used to defend local requirements that have the effect of prohibiting densification of networks. Decisions that have applied solely a "coverage gap"-based approach under Section 332(c)(7)(B)(i)(II) reflect both an unduly narrow reading of the statute and an outdated view of the marketplace.[85] Those cases, including some that formed the foundation for "coverage gap"-based analytical approaches, appear to view wireless service as if it were a single, monolithic offering provided only via traditional wireless towers.[86] By contrast, the current wireless

[83] Crown Castle June 7, 2018 *Ex Parte* Letter at 13.

[84] *See, e.g.*, *Texas PUC Order*, 13 FCC Rcd at 3466, 3498-500, paras. 13, 78-81; *Federal-State Joint Board On Universal Service; Western Wireless Corporation Petition For Preemption Of An Order Of The South Dakota Public Utilities*, Declaratory Ruling, 15 FCC Rcd 15168, 15173, paras. 12-13 (2000) (*Western Wireless Order*); *Pittencrieff Communications, Inc. For Declaratory Ruling Regarding Preemption of the Texas Public Utility Regulatory Act Of 1995*, Memorandum Opinion and Order, 13 FCC Rcd 1735, 1751-52, para. 32 (1997); *City of White Plains*, 305 F.3d at 80.

[85] Some courts have expressed concern about alternative readings of the statute that would lead to extreme outcomes—either always requiring a grant under some interpretations, or never preventing a denial under other interpretations. *See, e.g.*, *Willoth*, 176 F.3d at 639-41; *APT*, 196 F.3d at 478-79; *Town of Amherst v. Omnipoint Communications Enterprises, Inc.*, 173 F.3d 9, 14 (1st Cir. 1999); *AT&T Wireless PCS v. City Council of Virginia Beach*, 155 F.3d 423, 428 (4th Cir. 1998) (*City Council of Virginia Beach*); *see also, e.g.*, Greenling Comments at 2; City and County of San Francisco Reply at 16. Our interpretation avoids those concerns while better reflecting the text and policy goals of the Communications Act and 1996 Act than coverage gap-based approaches ultimately adopted by those courts. Our approach ensures meaningful constraints on state and local conduct that otherwise would prohibit or have the effect of prohibiting the provision of personal wireless services. At the same time, our standard does not preclude all state and local denials of requests for the placement, construction, or modification of personal wireless service facilities, as explained below. *See infra* III.B, C.

[86] *See, e.g.*, *Willoth*, 176 F.3d at 641-44; *360 Degrees Commc'ns Co. v. Board of Supervisors of Albemarle County*, 211 F.3d 79, 86-88 & n.1 (4th Cir. 2000) (*Albermarle County*); *see also, e.g.*, ExteNet Comments at 29; T-Mobile Comments at 42; Verizon Comments at 18; WIA Comments at 38-40. Even some cases that implicitly recognize the limitations of a gap-based test fail to account for those limitations in practice when applying Section 332(c)(7)(B)(i)(II). *See, e.g.*, *Second Generation Properties v. Town of Pelham*, 313 F.3d 620, 633 n.14 (4th Cir. 2002) (discussing scenarios where a carrier has coverage but insufficient capacity to adequately handle the volume of calls or where new technology emerges and a carrier would like to use it in areas that already have coverage using prior-generation technology). Courts that have sought to identify limited set of characteristics of personal wireless services covered by the Act essentially allow actual or effective prohibition of many personal wireless services that providers wish to offer with additional or more advanced characteristics. *See, e.g.*, *Willoth*, 176 F.3d at 641-43 (drawing upon certain statutory definitions); *Cellular Tel. Co. v. Zoning Bd. of Adjustment of the Borough of Ho-Ho-Kus*, 197 F.3d 64, 70 (3d Cir. 1999) (*Borough of Ho-Ho-Kus*) (concluding that it should be up to state or local authorities to assess and weigh the benefits of differing service qualities); *Albermarle County*, 211 F.3d at 87 (citing 47 CFR §§ 22.99, 22.911(b) as noting the possibility of some 'dead spots'); *cf. USCOC of Greater Iowa, Inc. v. Zoning Bd. of Adjustment of the City of Des Moines*, 465 F.3d 817 (8th Cir. 2006) (describing as a "dubious proposition" the argument that a denial of a request to construct a tower resulting in "less than optimal" service quality could be an effective prohibition). An outcome that allows the actual or effective prohibition of some covered services is contrary to the Act. Section 253(a) applies to any state or local legal requirement that prohibits or has the effect of prohibiting any entity from providing "any" interstate or intrastate telecommunications service, 47 U.S.C. § 253(a). Similarly, Section 332(c)(7)(B)(i)(II) categorically precludes state or local regulation of the placement, construction, or modification of personal wireless service facilities that prohibits or has the effect of prohibiting the provision of personal wireless "services." 47 U.S.C. § 332(c)(7)(B)(i)(II). We find the most natural

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marketplace is characterized by a wide variety of offerings with differing service characteristics and deployment strategies.[87] As Crown Castle explains, coverage gap-based approaches are "simply incompatible with a world where the vast majority of new wireless builds are going to be designed to add network capacity and take advantage of new technologies, rather than plug gaps in network coverage."[88] Moreover, a critical feature of these new wireless builds is to accommodate increased in-building use of wireless services, necessitating deployment of small cells in order to ensure quality service to wireless callers within such buildings.[89]

40. Likewise, we reject the suggestion of some courts like the Eighth and Ninth Circuits that evidence of an existing or complete inability to offer a telecommunications service is required under 253(a).[90] Such an approach is contrary to the material inhibition standard of *California Payphone* and the

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interpretation of these sections is that any service that meets the definition of "telecommunications service" or "personal wireless service" is encompassed by the language of each provision, rather than only some subset of such services or service generally. The notion that such state or local regulation permissibly could prohibit some personal wireless services, so long as others are available, is at odds with that interpretation. In addition as we explain above, a contrary approach would fail to advance important statutory goals as well as the interpretation we adopt. Further, the approach reflected in these court decisions could involve state or local authorities "inquir[ing] into and regulat[ing] the services offered—an inquiry for which they are ill-qualified to pursue and which could only delay infrastructure deployment." Crown Castle June 7, 2018 *Ex Parte* Letter at 14. Instead, our effective prohibition analysis focuses on the service the provider wishes to provide, incorporating the capabilities and performance characteristics it wishes to employ, including facilities deployment to provide existing services more robustly, or at a better level of quality, all to offer a more robust and competitive wireless service for the benefit of the public.

[87] *See generally, e.g.*, *Twentieth Wireless Competition Report*, 32 FCC Rcd at 8968; *see also, e.g.*, T-Mobile Comments at 42-43; AT&T Reply at 4-5; CTIA Reply at 13-14; WIA Reply at 23-24; Crown Castle June 7, 2018 *Ex Parte* Letter at 15. We do not suggest that viewing wireless service as if it were a single, monolithic offering provided only via traditional wireless towers would have reflected an accurate understanding of the marketplace in the past, even if it might have been somewhat more understandable that courts held such a simplified view at that time. Rather, the current marketplace conditions highlight even more starkly the shortcomings of coverage gap-based approaches, which do not account for other characteristics and deployment strategies. *See, e.g.*, *Twentieth Wireless Competition Report*, 32 FCC Rcd at 8974-75, para. 12 (observing that "[p]roviders of mobile wireless services typically offer an array of mobile voice and data services," including "interconnected mobile voice services"); *id*. at 8997-97, paras. 42-43 (discussing various types of wireless infrastructure deployment to, among other things, "improve spectrum efficiency for 4G and future 5G services," "to fill local coverage gaps, to densify networks and to increase local capacity").

[88] Crown Castle June 7, 2018 *Ex Parte* Letter at 15; *see also id*. at 13 ("Densification of networks will be key for augmenting the capacity of existing networks and laying the groundwork for the deployment of 5G."); *id*. at 15-16 ("When trying to maximize spectrum re-use and boost capacity, moving facilities by just a few hundred feet can mean the difference between excellent service and poor service. The FCC's rules, therefore, must account for the effect siting decisions would have on every level of service, including increasing capacity and adding new spectrum bands. Practices and decisions that prevent carriers from doing either materially prohibit the provision of telecommunications service and thus should be considered impermissible under Section 332."). Contrary approaches appear to occur in part when courts' policy balancing places more importance on broadly preserving state and local authority than is justified. *See, e.g.*, *APT*, 196 F.3d at 479; *Albermarle County*, 211 F.3d at 86; *City Council of Virginia Beach*, 155 F.3d at 429; *National Tower, LLC v. Plainville Zoning Bd. of Appeals*, 297 F.3d 14 (1st Cir. 2002); *see also, e.g.*, League of Arizona Cities *et al.* Joint Comments at 45; Smart Cities Coal. Reply at 33. As explained above, our interpretation that "telecommunications services" in Section 253(a) and "personal wireless services" in Section 332(c)(7)(B)(i)(II) are focused on the covered services that providers seek to provide — including the relevant service characteristics they seek to incorporate—not only is consistent with the text of those provisions but better reflects the broader policy goals of the Communications Act and the 1996 Act.

[89] *See* WIA Comments at 39; T-Mobile Comments at 43-44.

[90] *See, e.g.*, *County of San Diego*, 543 F.3d at 577, 579-80; *City of St. Louis*, 477 F.3d at 533-34; *see also, e.g.*, Virginia Joint Commenters Comments, Exh. A at 39-41. Although the Ninth Circuit in *County of San Diego* found that "the unambiguous text of §253(a)" precluded a prior Ninth Circuit approach that found an effective prohibition
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correct recognition by courts "that a prohibition does not have to be complete or 'insurmountable'" to constitute an effective prohibition.[91] The "effectively prohibit" language must have some meaning independent of the "prohibit" language, and we find that the interpretation of the First, Second, and Tenth Circuits reflects that principle, while being more consistent with the *California Payphone* standard than the approach of the Eighth and Ninth Circuits.[92]

B. State and Local Fees

41. Federal courts have long recognized that the fees charged by local governments for the deployment of communications infrastructure can run afoul of the limits Congress imposed in the effective prohibition standard embodied in Sections 253 and 332.[93] In *Municipality of Guayanilla*, for example, the First Circuit addressed whether a city could lawfully charge a 5 percent gross revenue fee. The court found that the "5% gross revenue fee would constitute a substantial increase in costs" for the provider, and that the ordinance consequently "will negatively affect [the provider's] profitability."[94] The fee, together with other requirements, thus "place a significant burden" on the provider.[95] In light of this analysis, the First Circuit agreed that the fee "'materially inhibits or limits the ability'" of the provider "'to compete in a fair and balanced legal and regulatory environment.'"[96] The court thus held that the fee does not survive scrutiny under Section 253. In doing so, the First Circuit also noted that the inquiry is not limited to the impact that a fee would have on deployment in the jurisdiction that imposes the fee. Rather, the court noted the aggregate effect of fees when totaled across all relevant jurisdictions.[97] At the same time, the First Circuit did not decide whether the fair and reasonable compensation allowed under Section 253 must be limited to cost recovery or, at the very least, related to the actual use of the ROW.[98]

42. In *City of White Plains*, the Second Circuit likewise faced a 5 percent gross revenue fee,

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based on broad governmental discretion and the "mere possibility of prohibition," that holding is not implicated by our interpretations here. *County of San Diego*, 543 F.3d at 578; *cf. City of St. Louis*, 477 F.3d at 532. Consequently, those decisions do not preclude the Commission's interpretations here, *see, e.g.*, Verizon Reply at 7, and we reject claims to the contrary. *See, e.g.*, Smart Communities Comments at 60.

[91] *City of White Plains*, 305 F.3d at 76 (citing *RT Commc'ns*, 201 F.3d at 1268); *see also, e.g.*, *Municipality of Guayanilla*, 450 F.3d at 18 (quoting *City of White Plains*, 305 F.3d at 76 and citing *City of Santa Fe*, 380 F.3d at 1269); Crown Castle June 7, 2018 *Ex Parte* Letter at 12.; Letter from Tamara Preiss, Vice President, Federal Regulatory and Legal Affairs, Verizon, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, Attach. at 5 (filed Aug. 10, 2018) (Verizon Aug. 10, 2018 *Ex Parte* Letter).

[92] *See supra* note 85. We discuss specific applications of the *California Payphone* standard in the context of certain fees and non-fee regulations in the sections below, and leave others to be addressed case-by-case as they arise or otherwise are taken up by the Commission or courts in the future.

[93] The Commission also has recognized the potential for fees to result in an effective prohibition. *See, e.g.*, *Pittencrieff Communications, Inc. For Declaratory Ruling Regarding Preemption of the Texas Public Utility Regulatory Act Of 1995*, Memorandum Opinion and Order, 13 FCC Rcd 1735, 1751-52, para. 37 (1997) (observing that "even a neutral [universal service] contribution requirement might under some circumstances effectively prohibit an entity from offering a service").

[94] *Municipality of Guayanilla*, 450 F.3d at 18-19.

[95] *Id*. at 19.

[96] *Id*. (quoting *City of White Plains*, 305 F.3d at 76).

[97] *Municipality of Guayanilla*, 450 F.3d at 17 (looking at the aggregate cost of fees charged across jurisdictions given the interconnected nature of the service).

[98] *Id*. at 22 ("We need not decide whether fees imposed on telecommunications providers by state and local governments must be limited to cost recovery. We agree with the district court's reasoning that fees should be, at the very least, related to the actual use of rights of way and that 'the costs [of maintaining those rights of way] are an essential part of the equation.'").

which it found to be "[t]he most significant provision" in a franchise agreement implementing an ordinance that the court concluded effectively prohibited service in violation of Section 253.[99] While the court noted that "compensation is . . . sometimes used as a synonym for cost,"[100] it ultimately did not resolve whether fair and reasonable compensation "is limited to cost recovery, or whether it also extends to a reasonable rent," relying instead on the fact that "White Plains has not attempted to charge Verizon the fee that it seeks to charge TCG," thus failing Section 253's "competitively neutral and nondiscriminatory" standard.[101] But the court did observe that "Section 253(c) requires compensation to be reasonable essentially to prevent monopolist pricing by towns."[102]

43. In another example, the Tenth Circuit in *City of Santa Fe* addressed a $6,000 per foot fee set for Qwest's use of the ROW.[103] The court held "that the rental provisions are prohibitive because they create[d] a massive increase in cost" for Qwest.[104] The court recognized that Section 253 allows the recovery of cost-based fees, though it ultimately did not decide whether to "measure 'fair and reasonable' by the City's costs or by a 'totality of circumstances test'" applied in other courts because it determined that the fees at issue were not cost-based and "fail[ed] even the totality of the circumstances test."[105] Consequently, the fee was preempted under Section 253.

44. At the same time, the courts have adopted different approaches to analyzing whether fees run afoul of Section 253, at times failing even to articulate a particular test.[106] Among other things, courts have expressed different views on whether Section 253 limits states' and localities' fees to recovery of their costs or allows fees set in excess of that level.[107] We articulate below the Commission's

[99] *City of White Plains*, 305 F.3d at 77.

[100] *City of White Plains*, 305 F.3d at 77. In this context, the court stated that the term "compensation" is "flexible" and capable of different meanings depending on the context in which it is used. *Id.*

[101] *City of White Plains*, 305 F.3d at at 79. In particular, the court concluded that "fees that exempt one competitor are inherently not 'competitively neutral,' regardless of how that competitor uses its resulting market advantage," *id.* at 80, and thus "[a]llowing White Plains to strengthen the competitive position of the incumbent service provider would run directly contrary to the pro-competitive goals of the [1996 Act]," *id.* at 79.

[102] *City of White Plains*, 305 F.3d at 79.

[103] *City of Santa Fe*, 380 F.3d at 1270-71.

[104] *Id*. at 1271.

[105] *Id*. at 1272 (observing that "[t]he City acknowledges . . . that the rent required by the Ordinance is not limited to recovery of costs").

[106] *Compare, e.g.*, *Municipality of Guayanilla*, 450 F.3d at 18-19 (finding that fees were significant and had the effect of prohibiting service); *City of Santa Fe*, 380 F.3d at 1271 (similar); *with, e.g.*, *Qwest v. Elephant Butte Irrigation Dist.*, 616 F.Supp.2d 1110, 1123-24 (D.N.M. 2008) (rejecting Qwest's reliance on preceding finding of effective prohibition from quadrupled costs where the fee at issue was a penny per foot); *Qwest v. City of Portland*, 2006 WL 2679543, *15 (D. Or. 2006) (asserting with no explanation that "a registration fee of $35 and a refundable deposit of $2,000 towards processing expenses . . . could not possibly have the effect of prohibiting Qwest from providing telecommunications services").

[107] For example and as noted above, in *Municipality of Guayanilla* the First Circuit reserved judgment on whether the fair and reasonable compensation allowed under Section 253 must be limited to cost recovery or if it was sufficient if the compensation was related to the actual use of rights of way. *Municipality of Guayanillia*, 450 F.3d at 22. Other courts have found reasonable compensation to require cost-based fees. *XO Missouri v. City of Maryland Heights*, 256 F.Supp.2d 987, 993-95 (E.D. Mo. 2003) (*City of Maryland Heights*); *Bell Atlantic–Maryland, Inc. v. Prince George's County*, 49 F.Supp.2d 805, 818 (D. Md. 1999) (*Prince George's County*) vacated on other grounds, 212 F.3d 863 (4th Cir. 2000). Still other courts have applied a test that weighs a number of considerations when evaluating whether compensation is fair and reasonable. *TCG Detroit v. City of Dearborn*, 206 F.3d 618, 625 (6th Cir. 2000) (*City of Dearborn*) (considering "the amount of use contemplated . . . the amount that other providers

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interpretation of Section 253(a) and the standards we adopt for evaluating when a fee for Small Wireless Facility deployment is preempted, regardless how the fee is challenged. We also clarify that the Commission interprets Section 332(c)(7)(B)(i)(II) to have the same substantive meaning as Section 253(a).

45. *Record Evidence on Costs Associated with Small Wireless Facilities.* Keeping pace with the demands on current 4G networks and upgrading our country's wireless infrastructure to 5G require the deployment of many more Small Wireless Facilities.[108] For example, Verizon anticipates that network densification and the upgrade to 5G will require 10 to 100 times more antenna locations than currently exist. AT&T estimates that providers will deploy hundreds of thousands of wireless facilities in the next few years alone—equal to or more than the number providers have deployed in total over the last few decades.[109] Sprint, in turn, has announced plans to build at least 40,000 new small sites over the next few years.[110] A report from Accenture estimates that, overall, during the next three or four years, 300,000 small cells will need to be deployed—a total that it notes is "roughly double the number of macro cells built over the last 30 years."[111]

46. The many-fold increase in Small Wireless Facilities will magnify per-facility fees charged to providers. Per-facility fees that once may have been tolerable when providers built macro towers several miles apart now act as effective prohibitions when multiplied by each of the many Small Wireless Facilities to be deployed. Thus a per-facility fee may affect a prohibition on 5G service or the densification needed to continue 4G service even if that same per-facility fee did not effectively prohibit previous generations of wireless service.

47. Cognizant of the changing technology and its interaction with regulations created for a previous generation of service, the *2017 Wireline Infrastructure NPRM/NOI* sought comment on whether government-imposed fees could act as a prohibition within the meaning of Section 253, and if so, what fees would qualify for 253(c)'s savings clause.[112] The *2017 Wireless Infrastructure NPRM/NOI* similarly sought comment on the scope of Sections 253 and 332(c)(7) and on any new or updated guidance the Commission should provide, potentially through a Declaratory Ruling.[113] In particular, the Commission sought comment on whether it should provide further guidance on how to interpret and apply the phrase

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would be willing to pay . . . and the fact that TCG had agreed in earlier negotiations to a fee almost identical to what it now was challenging as unfair").

[108] *See* CTIA June 27, 2018 *Ex Parte* Letter at 6 ("[s]mall cell technology is needed to support 4G densification and 5G connectivity."); *see also* Accelerating Wireless Deployment by Removing Barriers to Infrastructure Investment, Report and Order, 32 FCC Rcd 9760, 9765, para. 12 (2017) (*2017 Pole replacement Order*) (recognizing that Small Wireless Facilities will be increasingly necessary to support the rollout of next-generation services).

[109] *See* Verizon Comments at 3; AT&T Comments at 1.

[110] *See* Letter from Keith C. Buell, Senior Counsel, Sprint, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 2 (filed Feb. 21, 2018).

[111] Letter from Scott K. Bergmann, Senior Vice President, Regulatory Affairs, CTIA, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 et al., at 1 & Attach. at 6 (filed July 19, 2018) (CTIA July 19, 2018 *Ex Parte*).

[112] *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Notice of Proposed Rulemaking and Notice of Inquiry, 32 FCC Rcd 3266, 3296-97, paras. 100 -101 and 3298-99, paras. 104-105 (2017) (*Wireline Infrastructure NPRM/NOI*).

[113] *Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3360, para. 87. In addition, in 2016, the Wireless Telecommunications Bureau released a public notice seeking comment on ways to expedite the deployment of next generation wireless infrastructure, including providing guidance on application processing fees and charges for use of rights of way. *See Streamlining Deployment of Small Cell Infrastructure by Improving Wireless Facilities Siting Policies*, Public Notice, 31 FCC Rcd 13360 (WTB 2016).

"prohibit or have the effect of prohibiting."[114]

48. We conclude that ROW access fees, and fees for the use of government property in the ROW,[115] such as light poles, traffic lights, utility poles, and other similar property suitable for hosting Small Wireless Facilities, as well as application or review fees and similar fees imposed by a state or local government as part of their regulation of the deployment of Small Wireless Facilities inside and outside the ROW, violate Sections 253 or 332(c)(7) unless these conditions are met: (1) the fees are a reasonable approximation of the state or local government's costs,[116] (2) only objectively reasonable costs are factored into those fees, and (3) the fees are no higher than the fees charged to similarly-situated competitors in similar situations.[117]

49. We base our interpretation on several considerations, including the text and structure of the Act as informed by legislative history, the economics of capital expenditures in the context of Small Wireless Facilities (including the manner in which capital budgets are fixed *ex ante*) and the extensive record evidence that shows the actual effects that state and local fees have in deterring wireless providers from adding to, improving, or densifying their networks and consequently the service offered over them (including, but not limited to, introducing next-generation 5G wireless service). We address each of these considerations in turn.

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[114] *Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3362, para. 90.

[115] We do not find these fees to be taxes within the meaning of Section 601(c)(2) of the 1996 Act. *See, e.g.*, Smart Cities Coal. Reply at 36 (quoting the savings clause for "State or local law pertaining to taxation" in Section 601(c)(2) of the 1996 Act). It is ambiguous whether a fee charged for access to ROWs should be viewed as a tax for purposes of Section 601(c)(2) of the 1996 Act. *See, e.g.*, *City of Dallas v. FCC*, 118 F.3d 393, 397-98 (5th Cir. 1997) (distinguishing "the price paid to rent use of public right-of-ways" from a "tax" and citing similar precedent). Given that Congress clearly contemplated in Section 253(c) that states' and localities' fees for access to ROWs could be subject to preemption where they violate Section 253—or else the savings clause in that regard would be superfluous—we find the better view is that such fees do not represent a tax encompassed by Section 601(c)(2) of the 1996 Act. We do not address whether particular fees could be considered taxes under other statutes not administered by the FCC, but we reject the suggestion that tests courts use to determine what constitute "taxes" in the context of such other statutes should apply to the Commission's interpretation of Section 601(c)(2) here in light of the statutory context for Section 601(c)(2) in the 1996 Act and the Communications Act discussed above. *See, e.g.*, *Qwest Corp. v. City of Surprise*, 434 F.3d 1176, 1183-84 & n.3 (9th Cir. 2006) (holding that particular fees at issue there were taxes for purposes of the Tax Injunction Act and stating in dicta that had the Tax Injunction Act not applied it would agree with the conclusion of the district court that it was covered by Section 601(c)(2) of the 1996 Act); *MCI Communications Services, Inc. v. City of Eugene*, 359 F. Appx. 692, 696 (9th Cir. 2009) (asserting without analysis that the same test would apply to determine if a fee constitutes a tax under both the Tax Injunction Act and Section 601(c)(2) of the 1996 Act).

[116] By costs, we mean those costs specifically related to and caused by the deployment. These include, for instance, the costs of processing applications or permits, maintaining the ROW, and maintaining a structure within the ROW. *See Puerto Rico Tel. Co. v. Municipality of Guayanilla*, 354 F. Supp. 2d 107, 114 (D.P.R. 2005), *aff'd*, 450 F.3d 9 (1st Cir. 2006) ("fees charged by a municipality need to be related to the degree of actual use of the public rights-of way" to constitute fair and reasonable compensation under Section 253(c)).

[117] We explain above what we mean by "fees." *See supra* note 62. Contrary to some claims, we are not asserting a "general ratemaking authority." Virginia Joint Commenters Comments at 6. Our interpretations in this order bear on whether and when fees associated with Small Wireless Facility deployment have the effect of prohibiting wireless telecommunications service and thus are subject to preemption under Section 253(a), informed by the savings clause in Section 253(c). While that can implicate issues surrounding how those fees were established, it does so only to the extent needed to vindicate Congress's intent in Section 253. We do not interpret Section 253(a) or (c) to authorize the regulation or establishment of state and local fees as an exercise in itself. We likewise are not persuaded by undeveloped assertions that the Commission's interpretation of Section 253 in the context of fees would somehow violate constitutional separation of powers principles. *See, e.g.*, Virginia Joint Commenters Comments, Exh. A at 52.

50. *Text and Structure.* We start our analysis with a consideration of the text and structure of Section 253. That section contains several related provisions that operate in tandem to define the roles that Congress intended the federal government, states, and localities to play in regulating the provision of telecommunications services. Section 253(a) sets forth Congress's intent to preempt state or local legal requirements that "prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service."[118] Section 253(b), in turn, makes clear Congress's intent that state and local "requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers" are not preempted.[119] Of particular importance in the fee context, Section 253(c) reflects a considered policy judgment that "[n]othing in this section" shall prevent states and localities from recovering certain carefully delineated fees. Specifically, Section 253(c) makes clear that fees are not preempted that are "fair and reasonable" and imposed on a "competitively neutral and nondiscriminatory basis," for "use of public rights-of-way on a "nondiscriminatory basis," so long as they are "publicly disclosed" by the government.[120] Section 253(d), in turn, provides one non-exclusive mechanism by which a party can obtain a determination from the Commission of whether a specific state or local requirement is preempted under Section 253(a)—namely, by filing a petition with the Commission.[121]

51. In reviewing this statutory scheme, the Commission previously has construed Section 253(a) as "broadly limit[ing] the ability of state[s] to regulate," while the remaining subsections set forth "defined areas in which states may regulate."[122] We reaffirm this conclusion, consistent with the view of most courts to have considered the issue—namely, that Sections 253(b) and (c) make clear that certain state or local laws, regulations, and legal requirements are not preempted under the expansive scope of Section 253(a).[123] Our interpretation of Section 253(a) is informed by this statutory context,[124] and the observation of courts that when a preemption provision precedes a narrowly-tailored savings clause, it is reasonable to infer that Congress intended a broad preemptive scope.[125] We need not decide today whether Section 253(a) preempts all fees not expressly saved by Section 253(c) with respect to all types of deployments. Rather, we conclude, based on the record before us, that with respect to Small Wireless Facilities, even fees that might seem small in isolation have material and prohibitive effects on

[118] 47 U.S.C. § 253(a).

[119] 47 U.S.C. § 253(b).

[120] 47 U.S.C. § 253(c).

[121] 47 U.S.C. § 253(d).

[122] *Texas PUC Order*, 13 FCC Rcd at 3481, para. 44.

[123] *See, e.g., Connect America Fund Sandwich Isles Communications*, Memorandum Opinion and Order, 32 FCC Rcd 5878, 5881, 5885-87, paras. 8, 19-25 (2017) *(Sandwich Isles Section 253 Order)*; Texas PUC Order, , 13 FCC Rcd at 3480-81, paras. 41-44; *Global Network Commc'ns, Inc. v. City of New York*, 562 F.3d 145, 150-51 (2d Cir. 2009); *Southwestern Bell Tel. Co. v. City of Houston*, 529 F.3d 257, 262 (5th Cir. 2008); *City of St. Louis*, 477 F.3d at 531-32 (8th Cir. 2007); *Municipality of Guayanilla*, 450 F.3d at 15-16; *City of Santa Fe*, 380 F.3d at 1269; *BellSouth Telecomm's, Inc. v. Town of Palm Beach*, 252 F.3d 1169, 1187-89 (11th Cir. 2001). Some courts appear to have viewed Section 253(c) as an independent basis for preemption. *See, e.g., City of Dearborn*, 206 F.3d at 624 (after concluding that a franchise fee did not violate Section 253(a), going on to evaluate whether it was "fair and reasonable" under Section 253(c)). We find more persuasive the Commission and other court precedent to the contrary, which we find better adheres to the statutory language.

[124] *See, e.g., Utility Air Regulatory Group v. EPA*, 134 S.Ct. 2427, 2442 (2014).

[125] *See, e.g., Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 44-45 (1987); *City of New York v. Permanent Mission of India to United Nations*, 618 F.3d 172, 189-90 (2d Cir. 2010); *Frank v. Delta Airlines, Inc*., 314 F.3d 195, 199 (5th Cir. 2002); *cf. United States v. Kay*, 359 F.3d 738 (5th Cir. 2004) (justifying a broad reading of a statute given that Congress "narrowly defin[ed] exceptions and affirmative defenses against a backdrop of broad applicability").

deployment,[126] particularly when considered in the aggregate given the nature and volume of anticipated Small Wireless Facility deployment.[127] Against this backdrop, and in light of significant evidence, set forth herein, that Congress intended Section 253 to preempt legal requirements that effectively prohibit service, including wireless infrastructure deployment, we view the substantive standards for fees that Congress sought to insulate from preemption in Section 253(c) as an appropriate ceiling for state and local fees that apply to the deployment of Small Wireless Facilities in public ROWs.[128]

52. In addition, notwithstanding that Section 253(c) only expressly governs ROW fees, we find it appropriate to look to its substantive standards as a ceiling for other state and local fees addressed by this *Declaratory Ruling*.[129] For one, our evaluation of the material effects of fees on the deployment of Small Wireless Facilities does not differ whether the fees are for ROW access, use of government property within the ROW, or one-time application and review fees or the like—any of which drain limited capital resources that otherwise could be used for deployment—and we see no reason why the Act would tolerate a greater prohibitory effect in the case of application or review fees than for ROW fees.[130] In addition, elements of the substantive standards for ROW fees in Section 253(c) appears at least analogous to elements of the *California Payphone* standard for evaluating an effective prohibition under Section 253(a). In pertinent part, both incorporate principles focused on the legal requirements to which a provider may be fairly subject,[131] and seek to guard against competitive disparities.[132] Without resolving the precise interplay of those concepts in Section 253(c) and the *California Payphone* standard, their similarities support our use of the substantive standards of Section 253(c) to inform our evaluation of fees at issue here that are not directly governed by that provision.

53. From the foregoing analysis, we can derive the three principles that we articulate in this Declaratory Ruling about the types of fees that are preempted. As explained in more detail below, we also interpret Section 253(c)'s "fair and reasonable compensation" to refer to fees that represent a reasonable approximation of actual and direct costs incurred by the government, where the costs being

[126] *See infra* paras. 62-63.

[127] *See, e.g.*, *Wireless Infrastructure Second R&O*, FCC 18-30, para. 64.

[128] *See, e.g.*, Verizon Aug. 10, 2018 *Ex Parte* Letter, Attach. at 9-10. We therefore reject the view of those courts that have concluded that Section 253(a) necessarily requires some additional showing beyond the fact that a particular fee is not cost-based. *See, e.g.*, *Qwest v. City of Berkeley*, 433 F.3d 1253, 1257 (9th Cir. 2006) ("we decline to read" prior Ninth Circuit precedent "to mean that all non-cost based fees are automatically preempted, but rather that courts must consider the substance of the particular regulation at issue"). At the same time, our interpretation does not take the broader view of the preemptive scope of Section 253 adopted by the Sixth Circuit, which interpreted Section 253(c) as an independent prohibition on conduct that is not itself prohibited by Section 253(a). *City of Dearborn*, 206 F.3d at 624.

[129] *See supra* note 62.

[130] *Cf. Cheney R. Co. v. ICC*, 902 F.2d 66, 69 (D.C. Cir. 1990) (observing that the *expressio unius* canon is a "feeble helper in an administrative setting, where Congress is presumed to have left to reasonable agency discretion questions that it has not directly resolved," and concluding there that "Congress's mandate in one context with its silence in another suggests not a prohibition but simply a decision not to mandate any solution in the second context, i.e., to leave the question to agency discretion").

[131] For ROW compensation to be saved under Section 253(c) it must be "fair and reasonable," while the *California Payphone* standard looks to whether a legal requirement "materially limits or inhibits" the ability to compete in a "fair" legal environment for a covered service. *California Payphone*, 12 FCC Rcd at 14206, para. 31.

[132] For ROW compensation to be saved under Section 253(c) it also must be "competitively neutral and nondiscriminatory," while the *California Payphone* standard also looks to whether a legal requirement "materially limits or inhibits" the ability to compete in a "balanced" legal environment for a covered service. *California Payphone*, 12 FCC Rcd at 14206, para. 31.

passed on are themselves objectively reasonable.[133] Although there is precedent that "fair and reasonable" compensation could mean not only cost-based charges but also market-based charges in certain instances,[134] the statutory context persuades us to adopt a cost-based interpretation here. In particular, while the general purpose of Section 253(c) is to preserve certain state and local conduct from preemption, it includes qualifications and limitations to cabin state and local action under that savings clause in ways that ensure appropriate protections for service providers. The reasonableness of interpreting the qualifications and limitations in the Section 253(c) savings clause as designed to protect the interests of service providers is emphasized by the statutory language. The "competitively neutral and nondiscriminatory" and public disclosure qualifications in Section 253(c) appear most naturally understood as protecting the interest of service providers from fees that otherwise would have been saved from preemption under Section 253(c) absent those qualifiers. Under the *noscitur a sociis* canon of statutory interpretation, that context persuades us that the "fair and reasonable" qualifier in Section 253(c) similarly should be understood as focused on protecting the interest of providers.[135] As discussed in greater detail below, while it might well be fair for providers to bear basic, reasonable costs of entry,[136] the record does not reveal why it would be fair or reasonable from the standpoint of protecting providers to require them to bear costs beyond that level, particularly in the context of the deployment of Small Wireless Facilities. In addition, the text of Section 253(c) provides that ROW access fees must be imposed on a "competitively neutral and nondiscriminatory basis." This means, for example, that fees charged to one provider cannot be materially higher than those charged to a competitor for similar uses.[137]

54. Other considerations support our approach, as well. By its terms, Section 253(a) preempts state or local legal requirements that "prohibit" or have the "effect of prohibiting" the provision of services, and we agree with court precedent that "[m]erely allowing the [local government] to recoup its processing costs . . . cannot in and of itself prohibit the provision of services."[138] The Commission has long understood that Section 253(a) is focused on state or local barriers to entry for the provision of service,[139] and we conclude that states and localities do not impose an unreasonable barrier to entry when they merely require providers to bear the direct and reasonable costs caused by their decision to enter the

[133] *See infra* paras. 68-74; *see also, e.g.*, *City of Maryland Heights*, 256 F.Supp.2d at 993-95; *Bell Atlantic–Maryland*, 49 F.Supp.2d at 818.

[134] *See, e.g.*, *NetCoalition v. SEC*, 615 F.3d 525 (D.C. Cir. 2010) (statute did not unambiguously require the SEC to interpret "fair and reasonable" to mean cost-based, and the SEC's reliance on market-based rates as "fair and reasonable" where there was competition was a reasonable interpretation).

[135] *See, e.g.*, *Life Technologies Corp. v. Promega Corp.*, 137 S.Ct. 734 (2017) ("A word is given more precise content by the neighboring words with which it is associated." (internal alteration and quotation marks omitted)).

[136] *See infra* para. 55.

[137] *See, e.g.*, *City of White Plains*, 305 F.3d at 80.

[138] *City of Santa Fe*, 380 F.3d at 1269; *see also* Verizon Comments at 17.

[139] *See, e.g.*, *Sandwich Isles Section 253 Order*, 32 FCC Rcd at 5878, 5882-83, paras. 1, 13; *Western Wireless Order*, 15 FCC Rcd at 16231, para. 8; Petition of the State of Minnesota for a Declaratory Ruling regarding the Effect of Section 253 on an Agreement to Install Fiber Optic Wholesale Transport Capacity in State Freeway Rights of Way, Memorandum Opinion and Order, 14 FCC Rcd 21697, 21707, para. 18 (*Minnesota Order*); *Hyperion Order*, 14 FCC Rcd at 11070, para. 13; *Texas PUC Order*, 13 FCC Rcd at 3480, para. 41; *TCI Cablevision Of Oakland County, Inc. Petition for Declaratory Ruling, Preemption and Other Relief Pursuant to 47 U.S.C. §§ 541, 544(e), and 253*, Memorandum Opinion and Order, 12 FCC Rcd 21396, 21399, para. 7 (1997) (*TCI Order*); *California Payphone*, 12 FCC Rcd at 14209, para. 38; *see also, e.g.*, *AT&T Comm'ns of the Sw. v. City of Dallas*, 8 F.Supp.2d 582, 593 (N.D. Tx. 1998) (*AT&T v. City of Dallas*) ("[A]ny fee that is not based on AT&T's use of City rights-of-way violates § 253(a) of the FTA as an economic barrier to entry."); Verizon Comments at 11-12; Verizon Aug. 10, 2018 *Ex Parte* Letter, Attach. at 7. Because we view the *California Payphone* standard as reflecting a focus on barriers to entry, we decline requests to adopt a distinct, additional standard with that as an explicit focus. *See, e.g.*, T-Mobile Comments at 35.

market.[140] We decline to interpret a government's recoupment of such fundamental costs of entry as having the effect of prohibiting the provision of services, nor has any commenter argued that recovery of cost by a government would prohibit service in a manner restricted by Section 253(a).[141] Reasonable state and local regulation of facilities deployment is an important predicate for a viable marketplace for communications services by protecting property rights and guarding against conflicting deployments that could harm or otherwise interfere with others' use of property.[142] By contrast, fees that recover more than the state or local costs associated with facilities deployment—or that are based on unreasonable costs, such as exorbitant consultant fees or the like—go beyond such governmental recovery of fundamental costs of entry. In addition, interpreting Section 253(a) to prohibit states and localities from recovering a reasonable approximation of reasonable costs could interfere with the ability of states to exercise the police powers reserved to them under the Tenth Amendment.[143] We therefore conclude that Section 253(a) is circumscribed to permit states and localities to recover a reasonable approximation of their costs related to the deployment of Small Wireless Facilities.

55. *Commission Precedent*. We draw further confidence in our conclusions from the Commission's *California Payphone* decision, which we reaffirm here, finding that a state or local legal requirement would violate Section 253(a) if it "materially limits or inhibits" an entity's ability to compete in a "balanced" legal environment for a covered service.[144] As explained above, fees charged by a state or locality that recover the reasonable approximation of reasonable costs do not "materially inhibit" a

[140] *See, e.g.*, *Implementation of Section 224 of the Act*, Report and Order and Order on Reconsideration, 26 FCC Rcd 5240, 5301-03, paras. 142-45 (2011) (rejecting an approach to defining a lower bound rate for pole attachments that "would result in pole rental rates *below* incremental cost" as contrary to cost causation principles); *Investigation of Interstate Access Tariff Non-Recurring Charges*, Memorandum Opinion and Order, 2 FCC Rcd 3498, 3502, para. 34 (1987) (observing in the rate regulation context that "the public interest is best served, and a competitive marketplace is best encouraged, by policies that promote the recovery of costs from the cost-causer"). Our interpretation limiting states and localities to the recovery of a reasonable approximation of objectively reasonable cost also takes into account state and local governments' exclusive control over access to the ROW.

[141] For example, Verizon states that "[a]lthough *any* fee could be said to raise the cost of providing service," Verizon Aug. 10, 2018 *Ex Parte* Letter, Attach. at 9, "[t]he Commission should interpret . . . Section 253(a) to allow cost-based fees for access to public rights-of-way and structures within them, but to prohibit above-cost fees that generate revenue in excess of state and local governments' actual costs." *Id*., Attach. at 6.

[142] *See, e.g.*, *TCI Order*, 12 FCC Rcd at 21441, para. 103; *see also, e.g.*, Garrett Hardin, *The Tragedy of the Commons*, 162 SCI. 1243 (1968). States' or localities' regulation premised on addressing effects of deployment besides these costs caused by facilities deployment are distinct issues, which we discuss below. *See infra* Part III.C.

[143] The Supreme Court has recognized that land use regulation can involve an exercise of police powers. *See, e.g.*, *Hodel v. Va. Surface Min. & Reclamation Ass'n, Inc.*, 452 U.S. 264, 289 (1981). As that Court observed, "[i]t would . . . be a radical departure from long-established precedent for this Court to hold that the Tenth Amendment prohibits Congress from displacing state police power laws regulating private activity." *Id*. at 292. At the same time, the Court also has held that "historic police powers of the States" are not to be preempted by federal law "unless that was the clear and manifest purpose of Congress." *Wisconsin Public Intervenor v. Mortier*, 501 U.S. 597, 605 (1991) (internal quotation marks omitted). As relevant here, we see no clear and manifest intent that Congress intended to preempt publicly disclosed, objectively reasonable cost-based fees imposed on a nondiscriminatory basis, particularly in light of Section 253(c).

[144] We disagree with suggestions that the Commission applied an additional and more stringent "commercial viability" test in *California Payphone*. *See, e.g.*, Crown Castle June 7, 2018 *Ex Parte* Letter at 10. Instead, the Commission was simply evaluating the Section 253 petition on its own terms, *see, e.g.*, *California Payphone*, 12 FCC Rcd at 14204, 14210, paras. 27, 41, and, without purporting to define the bounds of Section 253(a), explaining that the petitioner "ha[d] not sufficiently supported its allegation" that the provision of service at issue "would be 'impractical and uneconomic.'" *Id*. at 14210, para. 41. Confirming that this language was simply the Commission's short-hand reference to arguments put forward by the petitioner itself, and not a Commission-announced standard for applying Section 253, the Commission has not applied a "commercial viability" standard in other decisions, as these same commenters recognize. *See, e.g.*, Crown Castle June 7, 2018 *Ex Parte* Letter at 10.

provider's ability to compete in a "balanced" legal environment. To the contrary, those costs enable localities to recover their necessary expenditures to provide a stable and predictable framework in which market participants can enter and compete. On the other hand, in the *Texas PUC Order* interpreting *California Payphone*, the Commission concluded that state or local legal requirements such as fees that impose a "financial burden" on providers can be effectively prohibitive.[145] As the record shows, excessive state and local governments' fees assessed on the deployment of Small Wireless Facilities in the ROW in fact materially inhibit the ability of many providers to compete in a balanced environment.[146]

56. *California Payphone* and *Texas PUC* separately support the conclusion that fees cannot be discriminatory or introduce competitive disparities, as such fees would be inconsistent with a "balanced" regulatory marketplace. Thus, fees that treat one competitor materially differently than other competitors in similar situations are themselves grounds for finding an effective prohibition—even in the case of fees that are a reasonable approximation of the actual and reasonable costs incurred by the state or locality. Indeed, the Commission has previously recognized the potential for subsidies provided to one competitor to distort the marketplace and create a barrier to entry in violation of Section 253(a).[147] We reaffirm that conclusion here.

57. *Legislative History*. While our interpretation follows directly from the text and structure of the Act, our conclusion finds further support in the legislative history, which reflects Congress's focus on the ability of states and localities to recover the reasonable costs they incur in maintaining the rights of way.[148] Significantly, Senator Dianne Feinstein, during the floor debate on Section 253(c), "offered examples of the types of restrictions that Congress intended to permit under Section 253(c), including [to] 'require a company to pay fees to *recover an appropriate share of the increased street repair and paving costs* that result from repeated excavation.'"[149] Representative Bart Stupak, a sponsor of the legislation, similarly explained during the debate on Section 253 that "if a company plans to run 100 miles of trenching in our streets and wires to all parts of the cities, it *imposes a different burden* on the right-of-way than a company that just wants to string a wire across two streets to a couple of buildings," making clear that the compensation described in the statute is related to the burden, or cost, from a provider's use of the ROW.[150] These statements buttress our interpretation of the text and structure of Section 253 and confirm Congress's apparent intent to craft specific safe harbors for states and localities, and to permit recovery of reasonable costs related to the ROW as "fair and reasonable compensation," while preempting fees above a reasonable approximation of cost that improperly inhibit service.[151]

58. *Capital Expenditures.* Apart from the text, structure, and legislative history of the 1996 Act, an additional, independent justification for our interpretation follows from the simple, logical premise, supported by the record, that state and local fees in one place of deployment necessarily have the effect of reducing the amount of capital that providers can use to deploy infrastructure elsewhere, whether

[145] *Texas PUC Order*, 13 FCC Rcd at 3466, 3498-500, paras. 13, 78-81.

[146] *See infra* paras. 58-63.

[147] *See, e.g., Western Wireless Order*, 15 FCC Rcd at 16231, para. 8.

[148] *See, e.g.*, WIA Comments, Attach. 2 at 70.

[149] WIA Comments, Attach. 2 at 70 (quoting 141 Cong. Rec. S8172 (daily ed. June 12, 1995) (statement of Sen. Feinstein, quoting letter from Office of City Attorney, City and County of San Francisco)) (emphasis added)); *see also, e.g.*, Verizon Comments at 15 (similar); *City of Maryland Heights*, 256 F.Supp.2d at 995-96.

[150] 141 Cong. Rec. H8460-01, H8460 (daily ed. Aug. 4, 1995).

[151] We reject other comments downplaying the relevance of legislative statements by some commenters as inconsistent with the text and structure of the Act. *See, e.g.*, League of Arizona Cities *et al.* Joint Comments at 27-28; NATOA Comments, Exh. A at 26-28; Smart Cities Coal. Reply at 57-58; Cities of San Antonio et al. Reply at 20-21; *see also, e.g., City of Portland v. Electric Lightwave, Inc.*, 452 F.Supp.2d 1049, 1071-72 (D. Or. 2005).

the reduction takes place on a local, regional or national level.[152] We are persuaded that providers and infrastructure builders, like all economic actors, have a finite (though perhaps fluid)[153] amount of resources to use for the deployment of infrastructure. This does not mean that these resources are limitless, however. We conclude that fees imposed by localities, above and beyond the recovery of localities' reasonable costs, materially and improperly inhibit deployment that could have occurred elsewhere.[154] This and regulatory uncertainty created by such effectively prohibitive conduct[155] creates an appreciable impact on resources that materially limits plans to deploy service. This record evidence emphasizes the importance of evaluating the effect of fees on Small Wireless Facility deployment on an aggregate basis. Consistent with the First Circuit's analysis in *Municipality of Guayanilla*, the record persuades us that fees associated with Small Wireless Facility deployment lead to "a substantial increase in costs"—particularly when considered in the aggregate—thereby "plac[ing] a significant burden" on carriers and materially inhibiting their provision of service contrary to Section 253 of the Act.[156]

59. The record is replete with evidence that providers have limited capital budgets that are constrained by state and local fees.[157] As AT&T explains, "[a]ll providers have limited capital dollars to invest, funds that are quickly depleted when drained by excessive ROW fees."[158] AT&T added that "[c]ompetitive demands will force carriers to deploy small cells in the largest cities. But, when those largest cities charge excessive fees to access ROWs and municipal ROW structures, carriers' finite capital

[152] At a minimum, this analysis complements and reinforces the justifications for our interpretation provided above. While the relevant language of Section 253(a) and Section 332(c)(7)(B)(i)(II) is not limited just to Small Wireless Facilities, we proceed incrementally in our Declaratory Ruling here and address the record before us, which indicates that our interpretation of the effective prohibition standard here is particularly reasonable in the context of Small Wireless Facility deployment.

[153] For example, the precise amount of these resources might shift as a service provider encounters unexpected costs, recovers costs passed on to subscribers, or earns a profit above those costs.

[154] As Verizon observes, "[a] number of states enacted infrastructure legislation because they determined that rate relief was necessary to ensure wireless deployment," and thus could be seen as having "acknowledged that excessive fees impose a substantial barrier to the provision of service." Verizon Aug. 10, 2018 *Ex Parte* Letter, Attach. at 7-8.

[155] *See, e.g.*, CTIA Comments at 32 (identifying "disparate interpretations" regarding the fees that are preempted and seeking FCC clarification to "dispel the resulting uncertainty"); Verizon Comments at 10 (similar); Letter from Cathleen A. Massey, Vice Pres.-Fed. Regulatory Affairs, T-Mobile, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, Attach. at 7 (filed Sept. 21, 2017) (seeking clarification of Section 253); BDAC Regulatory Barriers Report, p. 9 ("The FCC should provide guidance on what constitutes a fee that is excessive and/or duplicative, and that therefore is not "fair and reasonable." The Commission should specifically clarify that "fair and reasonable" compensation for right-of way access and use implies some relation to the burden of new equipment placed in the ROW or on the local asset, or some other objective standard.").

[156] *Municipality of Guayanilla*, 450 F.3d at 19.

[157] *See, e.g.*, AT&T Comments at 2; Conterra Broadband et al. Comments at 6; Mobilitie Comments at 3; Sprint Comments at 17; Letter from Courtney Neville, Associate General Counsel, Competitive Carriers Association, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 2-3 (filed July 16, 2018) (CCA July 16, 2018 *Ex Parte* Letter); Letter from Henry Hultquist, Vice President, Federal Regulatory, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 2 (filed June 8, 2018) (AT&T June 8, 2018 *Ex Parte* Letter); Crown Castle June 7, 2018 *Ex Parte* Letter at 2; Letter from Katharine R. Saunders, Managing Associate General Counsel, Federal Regulatory and Legal Affairs, Verizon, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 2 (filed June 21, 2018) (Verizon June 21, 2018 *Ex Parte* Letter); Letter from Ronald W. Del Sesto, Jr., Counsel for Uniti Fiber, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 5 (filed Oct. 30, 2017); Verizon Aug. 10, 2018 *Ex Parte* Letter, Attach. at 2-4. When developing capital budgets, companies rationally would account for anticipated revenues associated with the services that can be provided by virtue of planned facilities deployment, and the record does not reveal—nor do we see any basis to assume—that such revenues would be so great as to eliminate constraints on providers' capital budgets so as to enable full deployment notwithstanding the level of state and local fees.

[158] AT&T Aug. 6, 2018 *Ex Parte* Letter at 2.

dollars are prematurely depleted, leaving less for investment in mid-level cities and smaller communities. Larger municipalities have little incentive to not overcharge, and mid-level cities and smaller municipalities have no ability to avoid this harm."[159] As to areas that might not be sufficiently crucial to deployment to overcome high fees, AT&T identified jurisdictions in Maryland, California, and Massachusetts where high fees have directly resulted in paused or decreased deployments.[160] Limiting localities to reasonable cost recovery will "allow[] AT&T and other providers to stretch finite capital dollars to additional communities."[161] Verizon similarly explains that "[c]apital budgets are finite. When providers are forced to spend more to deploy infrastructure in one locality, there is less money to spend in others. The leverage that some cities have to extract high fees means that other localities will not enjoy next generation wireless broadband services as quickly, if at all."[162] Sprint, too, affirms that, because "all carriers face limited capital budgets, they are forced to limit the number and pace of their deployment investments to areas where the delays and impediments are the least onerous, to the detriment of their customers and, ultimately and ironically, to the very jurisdictions that imposed obstacles in the first place."[163] Sprint gives a specific example of its deployments in two adjacent jurisdictions – the City of Los Angeles and Los Angeles County – and describes how high fees in the county prevented Sprint from activating any small cells there, while more than 500 deployments occurred in the city, which had significantly lower fees.[164] Similarly, Conterra Broadband states that "[w]hen time and capital are diverted away from actual facility installation and instead devoted to clearing regulatory roadblocks, consumers and enterprises, including local small businesses, schools and healthcare centers, suffer."[165] Based on the record, we find that fees charged by states and localities are causing *actual* delays and restrictions on deployments of Small Wireless Facilities in a number of places across the country in violation of Section 253(a).[166]

60. Our conclusion finds further support when one considers the aggregate effects of fees imposed by individual localities, including, but not limited to, the potential limiting implications for a nationwide wireless network that reaches all Americans, which is among the key objectives of the statutory provisions in the 1996 Act that we interpret here.[167] When evaluating whether fees result in an effective prohibition of service due to financial burden, we must consider the marketplace regionally and nationally and thus must consider the cumulative effects of state or local fees on service in multiple geographic areas that providers serve or potentially would serve. Where providers seek to operate on a regional or national basis, they have constrained resources for entering new markets or introducing, expanding, or improving existing services, particularly given that a provider's capital budget for a given

[159] *Id.*

[160] *Id.* (pausing or delaying deployments in Citrus Heights, CA, Oakland, CA and three Maryland counties; decreasing deployments in Lowell, MA and decreasing deployments from 98 to 25 sites in Escondido, CA).

[161] *Id*.

[162] Verizon Aug. 10, 2018 *Ex Parte* Letter at 5, Attach. at 2-4.

[163] Sprint Comments at 17.

[164] Sprint Aug. 13, 2018 *Ex Parte* Letter at 1-2.

[165] Conterra Broadband *et al*. Comments at 6.

[166] Letter from Kenneth J. Simon, Senior Vice President and General Counsel, Crown Castle, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79 at 4 (filed August 10, 2018) (Crown Castle Aug. 10, 2018 *Ex Parte* Letter).

[167] *New England Public Comms. Council Petition for Preemption Pursuant to Section 253*, Memorandum Opinion and Order, 11 FCC Rcd 19713, 19717, para. 9 (1996) (1996 Act intent of "accelerat[ing] deployment of advanced telecommunications services to all Americans by opening all telecommunications markets to competition."); *see also* Crown Castle Aug. 10, 2018 *Ex Parte* Letter at 7.

period of time is often set in advance.[168] In such cases, the resources consumed in serving one geographic area are likely to deplete the resources available for serving other areas.[169] The text of Section 253(a) is not limited by its terms only to effective prohibitions within the geographic area targeted by the state or local fee. Where a fee in a geographic area affects service outside that geographic area, the statute is most naturally read to encompass consideration of all affected areas.

61. A contrary, geographically-restrictive interpretation of Section 253(a) would exacerbate the digital divide by giving dense or wealthy states and localities that might be most critical for a provider to serve the ability to leverage their unique position to extract fees for their own benefit at the expense of regional or national deployment by decreasing the deployment resources available for less wealthy or dense jurisdictions.[170] As a result, the areas likely to be hardest hit by excessive government fees are not necessarily jurisdictions that charge those fees, but rather areas where the case for new, expanded, or improved service was more marginal to start—and whose service may no longer be economically justifiable in the near-term given the resources demanded by the "must-serve" areas. To cite some examples of harmful aggregate effects, AT&T notes that high annual recurring fees are particularly harmful because of their "continuing and compounding nature."[171] It also states that, "if, as S&P Global Market Intelligence estimates, small-cell deployments reach nearly 800,000 by 2026, a ROW fee of $1000 per year …would result in nearly $800 million annually in forgone investment." [172] Yet another commenter notes that, "[f]or a deployment that requires a vast number of small cell facilities across a metropolitan area, these fees quickly mount up to hundreds of thousands of dollars, often making deployment economically infeasible," and "far exceed[ing] any costs the locality incurs by orders of magnitude, while taking capital that would otherwise go to investment in new infrastructure."[173] Endorsing such a result would thwart the purposes underlying Section 253(a). As Crown Castle observes, "[e]ven where the fees do not result in a direct lack of service in a high-demand area like a city or urban core, the high cost of building and operating facilities in these jurisdictions consume [sic] capital and revenue that could otherwise be used to expand wireless infrastructure in higher cost areas. This impact of egregious fees is prohibitory, and should be taken into account in any prohibition analysis."[174]

62. Some municipal commenters endorse a cost-based approach to "ensure that localities are fully compensated for their costs [and that] fees should be reasonable and non-discriminatory, and should ensure that localities are made whole"[175] in recognition that "getting [5G] infrastructure out in a timely manner can be a challenge that involves considerable time and financial resources."[176] Commenters from smaller municipalities recognize that "thousands and thousands of small cells are needed for 5G… [and]

[168] *See, e.g.*, AT&T June 8, 2018 *Ex Parte* Letter at 2; Crown Castle June 7, 2018 *Ex Parte* Letter at 2; Verizon June 21, 2018 *Ex Parte* Letter at 2.

[169] *See, e.g., Municipality of Guayanilla*, 450 F.3d at 17 ("Given the interconnected nature of utility services across communities and the strain that the enactment of gross revenue fees in multiple municipalities would have on PRTC's provision of services, the Commonwealth-wide estimates are relevant to determining how the ordinance affects PRTC's 'ability . . . to provide any interstate or intrastate telecommunications service'" under Section 253(a)).

[170] *See, e.g.*, Letter from Sam Liccardo, Mayor or San Jose, to the Hon. Brendan Carr, Commissioner, FCC, WT Docket No. 17-79, Attachment at 1-2 (filed Aug. 2, 2018) (describing payment by providers of $24 million to a Digital Inclusion Fund in order to deploy small cells in San Jose on city owned light poles).

[171] AT&T Comments at 19.

[172] AT&T Comments at 19-20.

[173] Mobilitie Comments at 3.

[174] Crown Castle Aug. 10, 2018 *Ex Parte* Letter at 2.

[175] Sal Pace July 30, 2018 *Ex Parte* Letter at 1.

[176] LaWana Mayfield July 31, 2018 *Ex Parte Letter* at 1.

old regulations could hinder the timely arrival of 5G throughout the country"[177] and urge the Commission to "establish some common-sense standards insofar as it relates to fees associated with the deployment of small cells [due to] a cottage industry of consultants [] who have wrongly counseled communities to adopt excessive and arbitrary fees."[178] Representatives from non-urban areas in particular caution that, "if the investment that goes into deploying 5G on the front end is consumed by big, urban areas, it will take longer for it to flow outwards in the direction of places like Florence, [SC]."[179] "[R]educing the high regulatory costs in urban areas would leave more dollars to development in rural areas [because] most of investment capital is spent in the larger urban areas [since] the cost recovery can be made in those areas. This leaves the rural areas out."[180] We agree with these commenters, and we further agree with courts that have considered "the *cumulative effect* of future similar municipal [fees ordinances]" across a broad geographic area when evaluating the effect of a particular fee in the context of Section 253(a).[181]

63. Applying this approach here, the record reveals that fees above a reasonable approximation of cost, even when they may not be perceived as excessive or likely to prohibit service in isolation, will have the effect of prohibiting wireless service when the aggregate effects are considered, particularly given the nature and volume of anticipated Small Wireless Facility deployment.[182] The record reveals that these effects can take several forms. In some cases, the fees in a particular jurisdiction will lead to reduced or entirely forgone deployment of Small Wireless Facilities in the near term for that jurisdiction.[183] In other cases, where it is essential for a provider to deploy in a given area, the fees charged in that geographic area can deprive providers of capital needed to deploy elsewhere, and lead to reduced or forgone near-term deployment of Small Wireless Facilities in other geographic areas.[184] In both of those scenarios the bottom-line outcome on the national development of 5G networks is the same—diminished deployment of Small Wireless Facilities critical for wireless service and building out 5G networks.[185]

64. *Relationship to Section 332*. While the above analysis focuses on the text and structure of the Act, legislative history, Commission orders, and case law interpreting Section 253(a), we clarify that the statutory phrase "prohibit or have the effect of prohibiting" in Section 332(c)(7)(B)(i)(II) has the

[177] Dr. Carolyn A. Prince July 31, 2018 *Ex Parte* Letter at 2.

[178] Letter from Ashton J. Hayward III, Mayor, Pensacola, FL to Commr. Brendan Carr, WT Docket No. 17-79 at 1 (filed June 8, 2018).

[179] Representative Terry Alexander Aug. 7, 2018 *Ex Parte* Letter at 1.

[180] Senator Duane Ankney July 31, 2018 *Ex Parte* Letter at 1; *see also* Letter from Elder Alexis D. Pipkins, Sr. to the Hon. Brendan Carr, Commissioner, FCC at 1 (filed July 26, 2018) ("the race to 5G is global…instead of each city or state for itself, we should be working towards aligned, streamlined frameworks that benefit us all.").

[181] *Puerto Rico Tel. Co. v. Municipality of Guayanilla*, 354 F. Supp. 2d 107, 111–12 (D.P.R. 2005), aff'd, 450 F.3d 9 (1st Cir. 2006) (emphasis added).

[182] *See, e.g., Wireless Infrastructure Second R&O*, FCC 18-30, at para. 64. In addition, although one could argue that, in theory, a sufficiently small departure from actual and reasonable costs might not have the effect of prohibiting service in a particular instance, the record does not reveal an alternative, administrable approach to evaluating fees without a cost-based focus.

[183] *See, e.g.*, AT&T June 8, 2018 *Ex Parte* Letter at 1-2; Crown Castle June 7, 2018 *Ex Parte* Letter at 2.

[184] AT&T June 8, 2018 *Ex Parte* Letter at 1-2; Crown Castle June 7, 2018 *Ex Parte* Letter at 2; Verizon June 21, 2018 *Ex Parte* Letter at 2; CCA July 16, 2018 *Ex Parte* Letter at 2-3.

[185] *See, e.g.*, Letter from Thomas J. Navin, Counsel to Corning, Inc. to Marlene Dortch, Secretary, FCC, WT Docket No. 17-79 (filed Jan 25, 2018), Attach. at 6-7 (comparing different effects on deployment between a base case and a high fee case, and estimating that pole attachment fees nationwide assuming high fees would result in 28.2M fewer premises passed, or 31 percent of the 5G Base case results, and an associated $37.9B in forgone network deployment).

same meaning as the phrase "prohibits or has the effect of prohibiting" in Section 253(a). As noted in the prior section, there is no evidence to suggest that Congress intended for virtually identical language to have different meanings in the two provisions.[186] Instead, we find it more reasonable to conclude that the language in both sections should be interpreted to have the same meaning and to reflect the same standard,[187] including with respect to preemption of fees that could "prohibit" or have "the effect of prohibiting" the provision of covered service. Both sections were enacted to address concerns about state and local government practices that undermined providers' ability to provide covered services, and both bar state or local conduct that prohibits or has the effect of prohibiting service.

65. To be sure, Sections 253 and 332(c)(7) may relate to different categories of state and local fees. Ultimately, we need not resolve here the precise interplay between Sections 253 and 332(c)(7). It is enough for us to conclude that, collectively, Congress intended for the two provisions to cover the universe of fees charged by state and local governments in connection with the deployment of telecommunications infrastructure. Given the analogous purposes of both sections and the consistent language used by Congress, we find the phrase "prohibit or have the effect of prohibiting" in Section 332(c)(7)(B)(i)(II) should be construed as having the same meaning and governed by the same preemption standard as the nearly identical language in Section 253(a).[188]

66. *Application of the Interpretations and Principles Established Here*. Consistent with the interpretations above, the requirement that compensation be limited to a reasonable approximation of objectively reasonable costs and be non-discriminatory applies to all state and local government fees paid in connection with a provider's use of the ROW to deploy Small Wireless Facilities including, but not limited to, fees for access to the ROW itself, and fees for the attachment to or use of property within the ROW owned or controlled by the government (*e.g.*, street lights, traffic lights, utility poles, and other infrastructure within the ROW suitable for the placement of Small Wireless Facilities). This interpretation applies with equal force to any fees reasonably related to the placement, construction, maintenance, repair, movement, modification, upgrade, replacement, or removal of Small Wireless Facilities within the ROW, including, but not limited to, application or permit fees such as siting applications, zoning variance applications, building permits, electrical permits, parking permits, or

[186] We reject the claims of some commenters that Section 332(c)(7)(B)(i)(II) must be interpreted differently than Section 253(a) because Section 332(c)(7)(B)(i)(II) is limited exclusively to decisions on individual requests. *See, e.g.*, City and County of San Francisco Comments at 24-26. Even assuming *arguendo* that position reflects the appropriate interpretation of the scope of Section 332(c)(7)(B)(i)(II), the record does not reveal why a distinction between broadly-applicable requirements and decisions on individual requests would call for a materially different analytical approach, even if it arguably could be relevant when evaluating the application of that analytical approach to a particular preemption claim. In addition, although some commenters assert that such an interpretation "would make it virtually impossible for local governments to enforce their zoning laws with regard to wireless facility siting," they provide no meaningful explanation why that would be the case. *See, e.g.*, City and County of San Francisco Reply at 16. While some local commenters note that the savings clauses in Section 253(b) and (c) do not have express counterparts in the text of Section 332(c)(7)(B)(i), *see, e.g.*, City and County of San Francisco Comments at 26, we are not persuaded that this compels a different interpretation of the virtually identical language restricting actual or effective prohibitions of service in Section 253(a) and Section 332(c)(7)(B)(i)(II), particularly given our reliance on considerations in addition to the savings clauses themselves when interpreting the 'effective prohibition' language. *See supra* paras. 55-63.

[187] *See, e.g.*, *County of San Diego*, 543 F.3d at 579; *see also, e.g.*, *Puerto Rico v. Franklin Cal. Tax-Free Trust*, 136 S.Ct. 1938, 1946 (2016); Verizon Comments at 9-10; AT&T Reply at 3-4; Crown Castle June 7, 2018 *Ex Parte* Letter at 15.

[188] Section 253(a) expressly addresses state or local activities that prohibit or have the effect of prohibiting "any entity" from providing a telecommunications service. 47 U.S.C. § 253(a). In the *2009 Declaratory Ruling*, the Commission likewise interpreted Section 332(c)(7)(B)(i)(II) as implicated where the state or local conduct prohibits or has the effect of prohibiting the provision of personal wireless service by one entity even if another entity already is providing such service. *See 2009 Declaratory Ruling*, 24 FCC Rcd at 14016-19, paras. 56-65.

excavation permits.

67. Applying the principles established in this Declaratory Ruling, a variety of fees not reasonably tethered to costs appear to violate Sections 253(a) or 332(c)(7) in the context of Small Wireless Facility deployments.[189] For example, we agree with courts that have recognized that gross revenue fees generally are not based on the costs associated with an entity's use of the ROW,[190] and where that is the case, are preempted under Section 253(a). In addition, although we reject calls to preclude a state or locality's use of third party contractors or consultants, or to find all associated compensation preempted,[191] we make clear that the principles discussed herein regarding the reasonableness of cost remain applicable. Thus, fees must not only be limited to a reasonable approximation of costs, but in order to be reflected in fees the *costs themselves* must also be reasonable. Accordingly, any unreasonably high costs, such as excessive charges by third party contractors or consultants, may not be passed on through fees even though they are an actual "cost" to the government. If a locality opts to incur unreasonable costs, Sections 253 and 332(c)(7) do not permit it to pass those costs on to providers. Fees that depart from these principles are not saved by Section 253(c), as we discuss below.

68. *Interpretation of Section 253(c) in the Context of Fees.* In this section, we turn to the interpretation of several provisions in Section 253(c), which provides that state or local action that otherwise would be subject to preemption under Section 253(a) may be permissible if it meets specified criteria. Section 253(c) expressly provides that state or local governments may require telecommunications providers to pay "fair and reasonable compensation" for use of public ROWs but requires that the amounts of any such compensation be "competitively neutral and nondiscriminatory" and "publicly disclosed."[192]

69. We interpret the ambiguous phrase "fair and reasonable compensation," within the statutory framework we outlined for Section 253, to allow state or local governments to charge fees that recover a reasonable approximation of the state or local governments' actual and reasonable costs. We conclude that an appropriate yardstick for "fair and reasonable compensation," and therefore an indicator of whether a fee violates Section 253(c), is whether it recovers a reasonable approximation of a state or local government's objectively reasonable costs of, respectively, maintaining the ROW, maintaining a structure within the ROW, or processing an application or permit.[193]

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[189] We acknowledge that a fee not calculated by reference to costs might nonetheless happen to land at a level that is a reasonable approximation of objectively reasonable costs, and otherwise constitute fair and reasonable compensation as we describe herein. If all these criteria are met, the fee would not be preempted.

[190] *See, e.g.*, *Municipality of Guayanilla*, 450 F.3d at 21; *City of Maryland Heights*, 256 F.Supp.2d at 993-96; *Prince George's County*, 49 F.Supp.2d at 818; *AT&T. v. City of Dallas*, 8 F.Supp.2d at 593; *see also, e.g.*, CTIA Comments at 30, 45; *id*. Attach. at 17; ExteNet Comments, Exh. 1 at 41; T-Mobile Comments at 7; WIA Comments at 52-53.

[191] *See, e.g.*, CCA Comments at 17-21 (asking the Commission to declare franchise fees or percentage of revenue fees outside the scope of fair and reasonable compensation and to prohibit State and localities from requiring service providers to obtain business licenses for individual cell sites). For example, although fees imposed by a state or local government calculated as a percentage of a provider's revenue are unlikely to be a reasonable approximation of cost, if such a percentage of revenue fee was, in fact, ultimately shown to be a reasonable approximation of costs, the fee would not be preempted.

[192] 47 U.S.C. § 253(c).

[193] *Puerto Rico Tel. Co. v. Municipality of Guayanilla*, 354 F. Supp. 2d 107, 114 (D.P.R. 2005), aff'd, 450 F.3d 9 (1st Cir. 2006) ("fees charged by a municipality need to be related to the degree of actual use of the public rights-of way" to constitute fair and reasonable compensation under Section 253(c)); *New Jersey Payphone Ass'n, Inc. v. Town of West New York*, 130 F.Supp.2d 631, 638 (D. N.J. 2001) (*New Jersey Payphone Ass'n*) ("Plainly, a fee that does more than make a municipality whole is not compensatory in the literal sense, and risks becoming an economic barrier to entry.")

70. We disagree with arguments that "fair and reasonable compensation" in Section 253(c) should somehow be interpreted to allow state and local governments to charge "any compensation" and we give weight to BDAC comments that "[a]s a policy matter, the Commission should recognize that local fees designed to maximize profit are barriers to deployment."[194] Several commenters argue, in particular, that Section 253(c)'s language must be read as permitting localities latitude to charge any fee at all[195] or a "market-based rent."[196] Many of these arguments seem to suggest that Section 253 or 332 have not previously been read to impose limits on fees, but as noted above courts have long read these provisions as imposing such limits. Still others argue that limiting the fees state and local governments may charge amounts to requiring taxpayers to subsidize private companies' use of public resources.[197] We find little support in the record, legislative history, or case law for that position.[198] Indeed, our approach to compensation ensures that cities are not going into the red to support or subsidize the deployment of wireless infrastructure.

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[194] BDAC Regulatory Barriers Report, Appendix C, p. 3 (a "[ROW] burden-oriented [fee] standard is flexible enough to suit varied localities and network architectures, would ensure that fees are not providing additional revenues for other localities purposes unrelated to providing and maintaining the ROW, and would provide some basis to challenge fees that, on their face, are so high as to suggest their sole intent is to maximize revenue.")

[195] *See, e.g.*, Baltimore Comments at 15-16 (noting that local governments traditionally impose fees based on rent, and other ROW users pay market-based fees and arguing that citizens should not have to "subsidize" wireless deployments); Bellevue *et al*. Reply at 12-13 (stating that "the FCC should compensate municipalities at fair market value because any physical invasion is a taking under the Fifth Amendment, and just compensation is "typically" calculated using fair market value."); National League of Cities Comments at 5 ("local governments, like private landlords, are entitled to collect rent for the use of their property and have a duty to their residents to assess appropriate compensation. This does not necessarily translate to restricting this compensation to just the cost of managing the asset – just as private property varies in value, so does municipal property."); Smart Cities Coal. Reply at 7-10 (stating that "fair and reasonable compensation (i.e., fair market value) is not, as some commenters contend, measured by the regulatory cost for use of a ROW or other property; rather it is measured by what it would cost the user of the ROW to purchase rights form a local property owner.").

[196] Draft BDAC Rates and Fees Report, p. 10 (listing "Local Government Perspectives").

[197] National League of Cities Comments, Statement of the Hon. Gary Resnick, Mayor Wilton Manors, FL Comments at 6-7 ("preemption of local fees or rent for use of government-owned light and traffic poles, or fees for use of the right-of-way amounts to a taxpayer subsidy of wireless providers and wireless infrastructure companies. There is no corresponding benefit for such taxpayers such as requiring the broadband industry to reduce consumer rates or offer advanced services to all communities within a certain time frame."); Letter from Rondella M. Hawkins, Officer, City of Austin - Telecom. & Reg. Affairs to Marlene Dortch, Secretary, FCC, WT Docket No. 17-79 (filed Aug. 7, 2018) at 1. These commenters do not explain why allowing recovery of a reasonable approximation of the state or locality's objectively reasonable costs would involve a taxpayer subsidy of service providers, and we are not persuaded that our interpretation would create a subsidy.

[198] As discussed more fully above, Congress intended through Section 253 to preempt state and local governments from imposing barriers in the form of excessive fees, while also preserving state and local authority to protect specified interests through competitively neutral regulation consistent with the Act. Our interpretation of Section 253(c) is consistent with Congress's objectives. Our interpretation of "fair and reasonable compensation" in Section 253(c) is also consistent with prior Commission action limiting fees, and easing access, to other critical communications infrastructure. For example, in implementing the requirement in the Pole Attachment Act that utilities charge "just and reasonable" rates, the Commission adopted rules limiting the rates utilities can impose on cable companies for pole attachments. Based on the costs associated with building and operation of poles, the rates the Commission adopted were upheld by the Supreme Court, which found that the rates imposed were permissible and not "confiscatory" because they "provid[ed] for the recovery of fully allocated cost, including the actual cost of capital." *See FCC v. Florida Power Corp.*, 480 U.S. 245, 254 (1987). Here we adopt an analogous approach in interpreting the statutory requirement in Section 253(c) that state and local governments be permitted to recover only "fair and reasonable compensation" for their maintenance of ROW and government-owned structures within ROW used to host Small Wireless Facilities.

71. The existence of Section 253(c) makes clear that Congress anticipated that "effective prohibitions" could result from state or local government fees, and intended through that clause to provide protections in that respect, as discussed in greater detail herein.[199] Against that backdrop, we find it unlikely that Congress would have left providers entirely at the mercy of effectively unconstrained requirements of state or local governments.[200] Our interpretation of Section 253(c), in fact, is consistent with the views of many municipal commenters, at least with respect to one-time permit or application fees, and the members of the BDAC Ad Hoc Committee on Rates and Fees who unanimously concurred that one-time fees for municipal applications and permits, such as an electrical inspection or a building permit, should be based on the cost to the government of processing that application.[201] The Ad Hoc Committee noted that "[the] cost-based fee structure [for one-time fees] unanimously approved by the committee accommodates the different siting related costs that different localities may incur to review and process permit applications, while precluding excessive fees that impede deployment.[202] We find that the same reasoning should apply to other state and local government fees such as ROW access fees or fees for the use of government property within the ROW.[203]

72. We recognize that state and local governments incur a variety of direct and actual costs in connection with Small Wireless Facilities, such as the cost for staff to review the provider's siting application, costs associated with a provider's use of the ROW, and costs associated with maintaining the ROW itself or structures within the ROW to which Small Wireless Facilities are attached.[204] We also recognize that direct and actual costs may vary by location, scope, and extent of providers' planned deployments, such that different localities will have different fees under the interpretation set forth in this Declaratory Ruling.

73. Because we interpret fair and reasonable compensation as a *reasonable approximation* of costs, we do not suggest that localities must use any specific accounting method to document the costs they may incur when determining the fees they charge for Small Wireless Facilities within the ROW. Moreover, in order to simplify compliance, when a locality charges both types of recurring fees identified above (i.e., for access to the ROW and for use of or attachment to property in the ROW), we see no reason for concern with how it has allocated costs between those two types of fees. It is sufficient under the statute that the total of the two recurring fees reflects the total costs involved.[205] Fees that cannot

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[199] *See supra* Part III.A, B.

[200] *See, e.g., City of White Plains*, 305 F.3d at 78–79; *Puerto Rico Tel. Co. v. Municipality of Guayanilla*, 354 F. Supp. 2d 107, 114 (D.P.R. 2005), *aff'd*, 450 F.3d 9 (1st Cir. 2006). We disagree with arguments that competition between municipalities, or competition from adjacent private landowners, would be sufficient to ensure reasonable pricing in the ROW. *See e.g.*, Smart Communities Comments, Exh. 2, The Economics of Government Right of Way Fees, Declaration of Kevin Cahill, Ph.D at para. 15. We find this argument unpersuasive in view of the record evidence in this proceeding showing significant fees imposed on providers in localities across the country. *See, e.g.*, AT&T Comments at 18; Verizon Comments at 6-7; *see also* BDAC Regulatory Barriers Report, Appendix. C, p. 2.

[201] *See, e.g.*, Smart Communities Comments Cahill 2A at 2-3 (noting that "…a common model is to charge a fee that covers the costs that a municipality incurs in conducting the inspections and proceedings required to allow entry, fees that cover ongoing costs associated with inspection or expansion of facilities ..."); Colorado Comm. and Utility All. *et al.* Comments at 19 (noting that "application fees are based upon recovery of costs incurred by localities."); Draft BDAC Rates and Fees Report, p. 15-16.

[202] *See* Draft BDAC Rates and Fees Report, p. 15-16. Although the BDAC Ad Hoc Rates and Fees Committee and municipal commenters only support a cost-based approach for one-time fees, we find no reason not to extend the same reasoning to ROW access fees or fees for the use of government property within the ROW, when all three types of fees are a legal requirement imposed by a government and pose an effective prohibition.

[203] *See supra* para. 48.

[204] *See, e.g.*, Colorado Comm. and Utility All. *et al*. Comments at 18-19 (discussing range of costs that application fees cover).

[205] *See supra* note 62 (identifying three categories of fees charged by states and localities).

ultimately be shown by a state or locality to be a reasonable approximation of their costs, such as high fees designed to subsidize local government costs in another geographic area or accomplish some public policy objective beyond the providers' use of the ROW, are not "fair and reasonable compensation…for *use* of the public rights-of-way" under Section 253(c).[206] Likewise, we agree with both industry and municipal commenters that excessive and arbitrary consulting fees or other costs should not be recoverable as "fair and reasonable compensation,"[207] because they are not a function of the provider's "use" of the public ROW.

74. In addition to requiring that compensation be "fair and reasonable," Section 253(c) requires that it be "competitively neutral and nondiscriminatory." The Commission has previously interpreted this language to prohibit states and localities from charging fees on new entrants and not on incumbents.[208] Courts have similarly found that states and localities may not impose a range of fees on one provider but not on another[209] and even some municipal commenters acknowledge that governments should not discriminate on the fees charged to different providers.[210] The record reflects continuing concerns from providers, however, that they face discriminatory charges.[211] We reiterate the Commission's previous determination that state and local governments may not impose fees on some providers that they do not impose on others. We would also be concerned about fees, whether one-time or recurring, related to Small Wireless Facilities, that exceed the fees for other wireless telecommunications infrastructure in similar situations, and to the extent that different fees are charged for similar use of the public ROW.[212]

75. *Fee Levels Likely to Comply with Section 253***.** Our interpretation of Section 253(a) and "fair and reasonable compensation" under Section 253(c) provides guidance for local and state fees charged with respect to one-time fees generally, and recurring fees for deployments in the ROW. Following suggestions for the Commission to "establish a presumptively reasonable 'safe harbor' for

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[206] 47 U.S.C. § 253(c) (emphasis added). Our interpretation is consistent with court decisions interpreting the "fair and reasonable" compensation language as requiring fees charged by municipalities relate to the degree of actual use of a public ROW. *See, e.g, P.R. Tel. Co. v. Municipality of Guayanilla*, 283 F. Supp. 2d 534, 543-44 (D.P.R. 2003); *see also Municipality of Guayanilla*, 450 F.3d at 21-24; *City of Maryland Heights*, 256 F. Supp. 2d at 984.

[207] *See* Letter from Ashton J. Hayward III, Mayor, Pensacola, FL to Commr. Brendan Carr, WT Docket No. 17-79 at 1 (filed June 8, 2018); *see also*, Illinois Municipal League Comments at 2 (noting that proposed small cell legislation in Illinois allows municipalities to recover "reasonable costs incurred by the municipality in reviewing the application.").

[208] *TCI Cablevision of Oakland County*, Memorandum Opinion and Order, 12 FCC Rcd. 21396, 21443 para.108 (1997).

[209] *City of White Plains*, 305 F.3d 80.

[210] City of Baltimore Reply at 15 ("The City does agree that rates to access the right of way by similar entities must be nondiscriminatory."). Other commenters argue that nothing in Section 253 can apply to property in the ROW. City of San Francisco Reply at 2-3, 19 (denying that San Francisco is discriminatory to different providers but also asserting that "[l]ocal government fees for use of their poles are simply beyond the purview of section 253(c)").

[211] *See, e.g.*, CFP Comments at 31-33 (noting that the City of Baltimore charges incumbent Verizon "less than $.07 per linear foot for the space that it leases in the public right-of-way" while it charges other providers "$3.33 per linear foot to lease space in the City's conduit). Some municipal commenters argue that wireless infrastructure occupies more space in the ROW. *See* Smart Communities Reply Comments at 82 ("wireless providers are placing many of those permanent facilities in the public rights-of-way, in ways that require much larger deployments. It is not discrimination to treat such different facilities differently, and to focus on their impacts"). We recognize that different uses of the ROW may warrant charging different fees, and we only find fees to be discriminatory and not competitively neutral when different amounts are charged for similar uses of the ROW.

[212] Our interpretation is consistent with principles described by the BDAC's Ad Hoc Committee on Rates and Fees. Draft BDAC Rates and Fees Report at 5 (Jul. 24, 2018) (listing "neutral treatment and access of all technologies and communication providers based upon extent/nature of ROW use" as principle to guide evaluation of rates and fees).

certain ROW and use fees,"[213] and to facilitate the deployment of specific types of infrastructure critical to the rollout of 5G in coming years, we identify in this section three particular types of fee scenarios and supply specific guidance on amounts that are presumptively not prohibited by Section 253. Informed by our review of information from a range of sources, we conclude that fees at or below these amounts presumptively do not constitute an effective prohibition under Section 253(a) or Section 332(c)(7), and are presumed to be "fair and reasonable compensation" under Section 253(c).

76. Based on our review of the Commission's pole attachment rate formula, which would require fees below the levels described in this paragraph, as well as small cell legislation in twenty states, local legislation from certain municipalities in states that have not passed small cell legislation, and comments in the record, we presume that the following fees would not be prohibited by Section 253 or Section 332(c)(7): (a) $500 for a single up-front application that includes up to five Small Wireless Facilities, with an additional $100 for each Small Wireless Facility beyond five, and (b) $270 per Small Wireless Facility per year for all recurring fees, including any possible ROW access fee or fee for attachment to municipally-owned structures in the ROW.[214]

77. By presuming that fees at or below the levels above comply with Section 253, we assume that there would be almost no litigation by providers over fees set at or below these levels. Likewise, our review of the record, including the many state small cell bills passed to date, indicate that there should be only very limited circumstances in which localities can charge higher fees consistent with the requirements of Section 253. In those limited circumstances, a locality could prevail in charging fees that are above this level by showing that such fees nonetheless comply with the limits imposed by Section 253—that is, that they are (1) a reasonable approximation of costs, (2) those costs themselves are reasonable, and (3) are non-discriminatory. Allowing localities to charge fees above these levels upon this showing recognizes local variances in costs.

C. Other State and Local Requirements that Govern Small Facilities Deployment

78. There are also other types of state and local land-use or zoning requirements that may restrict Small Wireless Facility deployments to the degree that they have the effect of prohibiting service in violation of Sections 253 and 332. In this section, we discuss how those statutory provisions apply to requirements outside the fee context both generally, and with particular focus on aesthetic and undergrounding requirements.

79. As discussed above, a state or local legal requirement constitutes an effective prohibition if it "materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair

[213] BDAC Regulatory Barriers Report, Appendix C, p. 3.

[214] 47 CFR § 1.1409; National Conference of State Legislatures, Mobile 5G and Small Cell Legislation, (May 7, 2018), http://www.ncsl.org/research/telecommunications-and-information-technology/mobile-5g-and-small-cell-legislation.aspx (providing description of state small cell legislation); Little Rock, Ark. Ordinance No. 21,423 (June 6, 2017); NCTA August 20, 2018 *Ex Parte* Letter, Attachment; *see also* H.R. 2365, 2018 Leg. 2d Reg. Sess. (Ariz. 2018) ($100 per facility for first 5 small cells in application; $50 annual utility attachment rate, $50 ROW access fee); H.R. 189 149th Gen. Assemb. Reg. Sess. (Del. 2017) ($100 per small wireless facility on application; fees not to exceed actual, direct and reasonable cost); S. 21320th Gen. Assemb. Reg. Sess. (Ind. 2017) ($100 per small wireless facility); H.R. 1991, 99th Gen. Assemb. 2nd Reg. Sess. (Missouri, 2018) ($100 for each facility collocated on authority pole; $150 annual fee per pole); H.R. 38 2018 Leg. Assemb. 2d Reg. Sess. (N.M. 2018) ($100 for each of first 5 small facilities in an application; $20 per pole annually; $250 per facility annually for access to ROW); S. 189, 2018 Leg. Gen. Sess. (Utah 2018) ($100 per facility to collocate on existing or replacement utility pole; $250 annual ROW fee per facility for certain attachments). *See also* Letter from Kara R. Graves, Dir. Reg. Affairs and D. Zachary Champ, Dir. Govt. Affairs to Marlene Dortch, Secretary, FCC WT Docket No. 17-79 (filed Aug. 10, 2018) Attach. (listing fees in twenty state small cell legislations) (CTIA/WIA Aug. 10, 2018 *Ex Parte* Letter). We recognize that certain fees in a minority of state small cell bills are above the levels we presume to be allowed under Section 253. Any party may still charge fees above the levels we identify by demonstrating that the fee is a reasonable approximation of cost that itself is objectively reasonable.

and balanced legal and regulatory environment."[215] Our interpretation of that standard, as set forth above, applies equally to fees and to non-fee legal requirements. And as with fees, Section 253 contains certain safe harbors that permit some legal requirements that might otherwise be preempted by Section 253(a). Section 253(b) saves "requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers.[216] And Section 253(c) preserves state and local authority to manage the public rights-of-way.[217]

80. Given the wide variety of possible legal requirements, we do not attempt here to determine which of every possible non-fee legal requirements are preempted for having the effect of prohibiting service, although our discussion of fees above should prove instructive in evaluating specific requirements. Instead, we focus on some specific types of requirements raised in the record and provide guidance on when those particular types of requirements are preempted by the statute.

81. *Aesthetics.* The *Wireless Infrastructure NPRM/NOI* sought comment on whether deployment restrictions based on aesthetic or similar factors are widespread and, if so, how Sections 253 and 332(c)(7) should be applied to them.[218] Parties describe a wide range of such requirements that allegedly restrict deployment of Small Wireless Facilities. For example, many providers criticize burdensome requirements to deploy facilities using "stealth" designs or other means of camouflage,[219] as well as unduly stringent mandates regarding the size of equipment, colors of paint, and other details.[220] Providers also assert that the procedures some localities use to evaluate the appearance of proposed facilities and to decide whether they comply with applicable land-use requirements are overly restrictive.[221] Many providers are particularly critical of the use of unduly vague or subjective criteria

[215] *California Payphone*, 12 FCC Rcd at 14206, para. 31; *see supra* paras. 34-40.

[216] 47 U.S.C. § 253(b).

[217] 47 U.S.C. § 253(c).

[218] *Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3362-66, paras. 90-92, 95, 97-99.

[219] *See, e.g.*, CCIA Comments at 14-15 (discussing regulations enacted by Village of Skokie, Illinois); WIA Reply Comments (WT Docket No. 16-421) at 9-10 (discussing restrictions imposed by Town of Hempstead, New York); *see also* AT&T Comments at 14-17; PTA-FLA Comments at 19; Verizon Comments at 19-20; AT&T Aug. 6, 2018 *ex parte* at 3.

[220] *See, e.g.*, CCIA Comments at 13-14 (describing regulations established by Skokie, Illinois that prescribe in detail the permissible colors of paint and their potential for reflecting light); AT&T Aug. 6, 2018 *ex parte* at 3 ("Some municipalities require carriers to paint small cell cabinets a particular color when like requirements were not imposed on similar equipment placed in the ROW by electric incumbents, competitive telephone companies, or cable companies," and asserts that it often "is highly burdensome to maintain non-factory paint schemes over years or decades, including changes to the municipal paint scheme," due to "technical constraints as well such as manufacture warranty or operating parameters, such as heat dissipation, corrosion resistance, that are inconsistent with changes in color, or finish."); AT&T Comments at 16-17 (contending that some localities "allow for a single size and configuration for small cell equipment while requiring case-by-case approval of any non-conforming equipment, even if smaller and upgraded in design and performance," and thus effectively compel "providers [to] incur the added expense of conforming their equipment designs to the approved size and configuration, even if newer equipment is smaller, to avoid the delays associated with the approval of an alternative equipment design and the risk of rejection of that design."); *id.* at 17 (some local governments "prohibit the placement of wireless facilities in and around historic properties and districts, regardless of the size of the equipment or the presence of existing more visually intrusive construction near the property or district").

[221] *See, e.g.*, Crown Castle Comments at 14-15 (criticizing San Francisco's aesthetic review procedures that discriminate against providers and criteria and referring to extended litigation); CTIA Reply Comments at 17 ("San Francisco imposes discretionary aesthetic review for wireless ROW facilities."); T-Mobile Comments at 40; *but see* San Francisco Comments at 3-7 (describing aesthetic review procedures). *See also* AT&T Comments at 13-17;

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that may apply inconsistently to different providers or are only fully revealed after application, making it impossible for providers to take these requirements into account in their planning and adding to the time necessary to deploy facilities.[222] At the same time, we have heard concerns in the record about carriers deploying unsightly facilities that are significantly out of step with similar, surrounding deployments.

82. State and local governments add that many of their aesthetic restrictions are justified by factors that the providers fail to mention. They assert that their zoning requirements and their review and enforcement procedures are properly designed to, among other things, (1) ensure that the design, appearance, and other features of buildings and structures are compatible with nearby land uses; (2) manage ROW so as to ensure traffic safety and coordinate various uses; and (3) protect the integrity of their historic, cultural, and scenic resources and their citizens' quality of life.[223]

83. Given these differing perspectives and the significant impact of aesthetic requirements on the ability to deploy infrastructure and provide service, we provide guidance on whether and in what circumstances aesthetic requirements violate the Act. This will help localities develop and implement lawful rules, enable providers to comply with these requirements, and facilitate the resolution of disputes. We conclude that aesthetics requirements are not preempted if they are (1) reasonable, (2) no more burdensome than those applied to other types of infrastructure deployments, and (3) published in advance.

84. Like fees, compliance with aesthetic requirements imposes costs on providers, and the impact on their ability to provide service is just the same as the impact of fees. We therefore draw on our analysis of fees to address aesthetic requirements. We have explained above that fees that merely require providers to bear the direct and reasonable costs that their deployments impose on states and localities should not be viewed as having the effect of prohibiting service and are permissible.[224] Analogously, aesthetic requirements that are reasonable in that they are reasonably directed to avoiding or remedying the intangible public harm of unsightly or out-of-character deployments are also permissible. In assessing whether this standard has been met, aesthetic requirements that are more burdensome than those the state or locality applies to similar infrastructure deployments are not permissible, because such discriminatory application evidences that the requirements are not, in fact, reasonable and directed at remedying the impact of the wireless infrastructure deployment.

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Extenet Comments at 37; CTIA Comments at 21-22; Sprint Comments at 38-40; T-Mobile Comments at 8-12; Verizon Comments at 5-8.

[222] *See, e.g.*, AT&T Comments at 13-17; Sprint Comments at 38-40; T-Mobile Comments at 8-12; Verizon Comments at 5-8. WIA cites allegations that an unnamed city in California recently declined to support approval of a proposed small wireless installation, claiming that the installations do not meet "Planning and Zoning Protected Location Compatibility Standards," even though the same equipment has been deployed elsewhere in the city dozens of times, and even though the "Protected Location" standards should not apply because the proposals are not on "protected view" streets). WIA Reply Comments, WT Docket No. 16-421 at 9-10; *id.* at 8 (noting that one city changed its aesthetic standards after a proposal was filed); AT&T Comments at 17 (noting that a design approval took over a year); Virginal Joint Commenters, WT Docket No. 16-421 (state law providing discretion for zoning authority to deny application because of "aesthetics" concerns without additional guidance); Extenet Reply Comments at 13 (noting that some "local governments impose aesthetic requirements based entirely on subjective considerations that effectively give local governments latitude to block a deployment for virtually any aesthetically-based reason")

[223] *See, e.g.*, NLC Comments, WT Docket No. 16-421 at 8-10; Smart Communities Comments, WT Docket No. 16-421 at 35-36; New York City Comments at 10-15; New Orleans Comments at 1-2, 5-8; San Francisco Comments at 3-12; CCUA Reply Comments at 5; Irvine (CA) Comments at 2; Oakland County (MI) Comments at 3-5; Florida Coalition of Local Gov'ts Reply Comments at 6-12 (justifications for undergrounding requirements); *id.* at 16-21 (justifications for municipal historic-preservation requirements); *id.* at 22-16 (justifications for aesthetics and design requirements).

[224] *See supra* paras. 53-4.

85. Finally, in order to establish that they are reasonable and reasonably directed to avoiding aesthetic harms, aesthetic requirements must be published in advance. "Secret" rules that require applicants to guess at what types of deployments will pass aesthetic muster substantially increase providers' costs without providing any public benefit or addressing any public harm. Providers cannot design or implement rational plans for deploying Small Wireless Facilities if they cannot predict in advance what aesthetic requirements they will be obligated to satisfy to obtain permission to deploy a facility at any given site.

86. *Undergrounding requirements.* We understand that some local jurisdictions have adopted undergrounding provisions that require infrastructure to be deployed below ground based, at least in some circumstances, on the locality's aesthetic concerns. A number of providers have complained that these types of requirements amount to an effective prohibition. [225] In addressing this issue, we first reiterate that while undergrounding requirements may well be permissible under state law as a general matter, any local authority to impose undergrounding requirements under state law does not remove the imposition of such undergrounding requirements from the provisions of Section 253. In this sense, we note that a requirement that *all* wireless facilities be deployed underground would amount to an effective prohibition given the propagation characteristics of wireless signals. In this sense, we agree with the U.S. Court of Appeals for the Ninth Circuit when it observed that "[i]f an ordinance required, for instance, that all facilities be underground and the plaintiff introduced evidence that, to operate, wireless facilities must be above ground, the ordinance would effectively prohibit it from providing services."[226] Thus undergrounding requirements can amount to effective prohibitions by materially inhibiting the deployment of wireless service.

87. *Minimum spacing requirements.* Some parties complain of municipal requirements regarding the spacing of wireless installations—*i.e.*, mandating that facilities be sited at least 100, 500, or 1,000 feet, or some other minimum distance, away from other facilities, ostensibly to avoid excessive overhead "clutter" that would be visible from public areas.[227] We acknowledge that while some such requirements may violate 253(a), others may be reasonable aesthetic requirements. Therefore, such requirements should be evaluated under the same standards as other aesthetic requirements.[228]

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[225] *See, e.g.,* AT&T Comments at 14-15; Crown Castle Comments at 54-56; T-Mobile Comments at 38; Verizon Comments at 6-8; WIA Comments at 56; CTIA Reply at 16. *But see* Chicago Comments at 15; City of Claremont (CA) Comments at 1; City of Kenmore (WA) Comments at 1; City of Mukilteo (--) Comments at 2; Florida Coalition of Local Gov'ts Comments at 6-12; Smart Communities Comments at 74.

[226] *County of San Diego*, 543 F.3d at 580, *accord*, BDAC Model Municipal Code at 13, § 2.3.e (providing for municipal zoning authority to allow providers to deploy small wireless facilities on existing vertical structures where available in neighborhoods with undergrounding requirements, or if no technically feasible structures exist, to place vertical structures commensurate with other structures in the area).

[227] *See, e.g.,* Verizon Comments at 8 (describing requirements imposed by Buffalo Grove, Illinois); CCIA Comments at 14-15 ("These restrictions stifle technological innovation and unnecessarily burden the ability of a provider to use the best available technological to serve a particular area. For example, 5G technology will require higher band spectrum for greater network capacity, yet some millimeter wave spectrum simply cannot propagate long distances over a few thousand feet—let alone a few hundred. Therefore, a local requirement of, for example, a thousand-foot minimum separation distance between small cells would unnecessarily forestall any network provider seeking to use higher band spectrum with greater capacity when that provider needs to boost coverage in a specific area of a few hundred feet."). *See also* AT&T Comments at 15; CTIA Reply at 17.

[228] Another type of restriction that imposes substantial burdens on providers, but does not meaningfully advance any recognized public-interest objective, is an explicit or implicit *quid pro quo* in which a municipality makes clear that it will approve a proposed deployment only on condition that the provider supply an "in-kind" service or benefit to the municipality, such as installing a communications network dedicated to the municipality's exclusive use. *See, e.g.*, Comcast Comments at 9-10 Verizon Comments at 7, Crown Castle Comments at 55-56. Such requirements impose costs, but rarely, if ever, yield benefits directly related to the deployment. Additionally, where such restrictions are not cost-based, they inherently have "the effect of prohibiting" service, and thus are preempted by

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D. States and Localities Act in Their Regulatory Capacities When Authorizing and Setting Terms for Wireless Infrastructure Deployment in Public Rights of Way

88. We confirm that our interpretations today extend to state and local governments' terms for access to public ROW that they own or control, including areas on, below, or above public roadways, highways, streets, sidewalks, or similar property, as well as their terms for use of or attachment to government-owned property within such ROW, such as light poles, traffic lights, and similar property suitable for hosting Small Wireless Facilities.[229] As explained below, for two alternative and independent reasons, we disagree with state and local government commenters who assert that, in providing or denying access to government-owned structures, these governmental entities function solely as "market participants" whose rights cannot be subject to federal preemption under Section 253(a) or Section 332(c)(7).[230]

89. First, this effort to differentiate between such governmental entities' "regulatory" and "proprietary" capacities in order to insulate the latter from preemption ignores a fundamental feature of the market participant doctrine.[231] As the Ninth Circuit has observed, at its core, this doctrine is "a presumption about congressional intent," which "may have a different scope under different federal statutes."[232] The Supreme Court has likewise made clear that the doctrine is applicable only "[i]n the absence of any express or implied indication by Congress."[233] In contrast, where state action conflicts with express or implied federal preemption, the market participant doctrine does not apply, whether or not the state or local government attempts to impose its authority over use of public rights-of-way by permit or by lease or contract.[234] Here, both Sections 253(a) and Section 332(c)(7)(B)(i)(II) expressly address preemption, and neither carves out an exception for proprietary conduct.[235]

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Section 253(a). *See also* BDAC Regulatory Barriers Report, Appendix E at 1 (describing "conditions imposed that are unrelated to the project for which they were seeking ROW access" as "inordinately burdensome"); BDAC Model Municipal Code at 19, § 2.5a.(v)(F) (providing that municipal zoning authority "may not require an Applicant to perform services . . . or in-kind contributions [unrelated] to the Communications Facility or Support Structure for which approval is sought").

[229] *See supra* paras. 48-66. We are not addressing here how our interpretations apply to access or attachments to government-owned property located outside the public ROW.

[230] *See, e.g.*, AASHTO Comments, Att. 1 (Del. DOT Comments) at 3-5; New York City Comments at 2-8; San Antonio *et al.* Comments at 14-15; Smart Communities Comments at 62-66; San Francisco Comments at 28-30; League of Arizona Cities *et al.* Comments, WT Docket No. 16-421 at 3-9; San Antonio *et al.* Comments, WT Docket No. 16-421 at 14-15. *See also Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3364-65, para. 96 (seeking comment on this issue).

[231] The market participant doctrine establishes that, unless otherwise specified by Congress, federal statutory provisions may be interpreted as preempting or superseding state and local governments' activities involving regulatory or public policy functions, but not their activities as "market participants" to serve their "purely proprietary interests," analogous to similar transactions of private parties. *Building & Construction Trades Council v. Associated Builders & Contractors*, 507 U.S. 218, 229, 231 (1993) (*Boston Harbor*); *see also Wisconsin Dept. of Industry, Labor, and Human Relations v. Gould, Inc.*, 475 U.S. 282, 289 (1986) (*Gould*).

[232] *See, e.g.*, *Engine Mfrs. Ass'n v. South Coast Air Quality Mgmt. Distr.*, 498 F.3d 1031, 1042 (9th Cir. 2007); *Johnson v. Rancho Santiago Comm. College*, 623 F.3d 1011, 1022 (9th Cir. 2010).

[233] *See Boston Harbor*, 507 U.S. at 231.

[234] *See American Trucking Ass'n v. City of Los Angeles*, 569 U.S. 641, 650 (2013) (*American Trucking*).

[235] At a minimum, we conclude that Congress's language has not unambiguously pointed to such a distinction. *See* Letter from Tamara Preiss, Vice President, Federal Regulatory and Legal Affairs, Verizon, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 2 (filed Aug. 23, 2018) (Verizon Aug. 23, 2018 *Ex Parte* Letter). Furthermore, we contrast these statutes with those that do not expressly or impliedly preempt proprietary conduct. *Compare, e.g.*, *American Trucking*, 569 U.S. 641 (finding that FAA Authorization Act of 1994's provision that
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90. Specifically, Section 253(a) expressly preempts certain state and local "legal requirements" and makes no distinction between a state or locality's regulatory and proprietary conduct. Indeed, as the Commission has long recognized, Section 253(a)'s sweeping reference to "state [and] local statute[s] [and] regulation[s]" and "other State [and] local legal requirement[s]" demonstrates Congress's intent "to capture a broad range of state and local actions that prohibit or have the effect of prohibiting entities from providing telecommunications services."[236] Section 253(b) mentions "requirement[s]," a phrase that is even broader than that used in Section 253(a) but covers "universal service," "public safety and welfare," "continued quality of telecommunications," and "safeguard[s for the] rights of consumers." The subsection does not recognize a distinction between regulatory and proprietary. Section 253(c), which expressly insulates from preemption certain state and local government activities, refers in relevant part to "manag[ing] the public rights-of-way" and "requir[ing] fair and reasonable compensation," while eliding any distinction between regulatory and proprietary action in either context. The Commission has previously observed that Section 253(c) "makes explicit a local government's continuing authority to issue construction permits regulating how and when construction is conducted on roads and other public rights-of-way;"[237] we conclude here that, as a general matter, "manage[ment]" of the ROW includes any conduct that bears on access to and use of those ROW, notwithstanding any attempts to characterize such conduct as proprietary.[238] This reading, coupled with Section 253(c)'s narrow scope, suggests that Congress's omission of a blanket proprietary exception to preemption was intentional and thus that such conduct can be preempted under Section 253(a). We therefore construe Section 253(c)'s requirements, including the requirement that compensation be "fair and reasonable," as applying equally to charges imposed via contracts and other arrangements between a state or local government and a party engaged in wireless facility deployment.[239] This interpretation is consistent with Section 253(a)'s reference to "State

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"State [or local government] may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier . . . with respect to the transportation of property" expressly preempted the terms of a standard-form concession agreement drafted to govern the relationship between the Port of Los Angeles and any trucking company seeking to operate on the premises), *and Gould*, 475 U.S. at 289 (finding that NLRA preempted a state law barring state contracts with companies with disfavored labor practices because the state scheme was inconsistent with the federal scheme), *with Boston Harbor*, 507 U.S. at 224-32. In *Boston Harbor*, the Supreme Court observed that the NLRA contained no express preemption provision or implied preemption scheme and consequently held:

> In the absence of any express or implied indication by Congress that a State may not manage its own property when it pursues its purely proprietary interests, and where analogous private conduct would be permitted, this Court will not infer such a restriction.

Id. (internal citations omitted).

[236] *See Minnesota Order*, 14 FCC Rcd at 21707, para. 18. We find these principles to be equally applicable to our interpretation of the meaning of "regulation[s]" referred to under Section 332(c)(7)(B) insofar as such actions impermissibly "prohibit or have the effect of prohibiting the provision of personal wireless services." *Supra* paras. 34-40.

[237] *See Minnesota Order*, 14 FCC Rcd at 21728-29, para. 60, quoting H. R. Rep. No. 104-204, U.S. Congressional & Administrative News, March 1996, vol.1, Legislative History section at 41 (1996).

[238] Indeed, to permit otherwise could limit the utility of ROW access for telecommunications service providers and thus conflict with the overarching preemption scheme set up by Section 253(a), for which 253(b) and 253(c) are exceptions. By construing "manage[ment]" of a ROW to include some proprietary behaviors, we mean to suggest that conduct taken in a proprietary capacity is likewise subject to 253(c)'s general limitations, including the requirement that any compensation charged in such capacity be "fair and reasonable."

[239] *Cf. Minnesota Order*, 14 FCC Rcd at 21729-30, para. 61-62 (internal citations omitted) ("Moreover, Minnesota has not shown that the compensation required for access to the right-of-way is 'fair and reasonable.' The compensation appears to reflect the value of the exclusivity inherent in the Agreement[, which provides the developer with exclusive physical access, for at least ten years, to longitudinal rights-of-way along Minnesota's

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or local legal requirement[s]," which the Commission has consistently construed to include such agreements.[240] In light of the foregoing, whatever the force of the market participant doctrine in other contexts,[241] we believe the language, legislative history, and purpose of Sections 253(a) and (c) are incompatible with the application of this doctrine in this context. We observe once more that "[o]ur conclusion that Congress intended this language to be interpreted broadly is reinforced by the scope of section 253(d)," which "directs the Commission to preempt any statute, regulation, or legal requirement *permitted* or imposed by a state or local government if it contravenes sections 253(a) or (b). A more restrictive interpretation of the term 'other legal requirements' easily could permit state and local restrictions on competition to escape preemption based solely on the way in which [State] action [is] structured. We do not believe that Congress intended this result."[242]

91. Similarly, and as discussed elsewhere,[243] we interpret Section 332(c)(7)(B)(ii)'s references to "any request[s] for authorization to place, construct, or modify personal wireless service facilities" broadly, consistent with Congressional intent. As described below, we find that "any" is unqualifiedly broad, and that "request" encompasses anything required to secure all authorizations necessary for the deployment of personal wireless services infrastructure. In particular, we find that Section 332(c)(7) includes authorizations relating to access to a ROW, including but not limited to the "place[ment], construct[ion], or modif[ication]" of facilities on government-owned property, for the purpose of providing "personal wireless service." We observe that this result, too, is consistent with Commission precedent such as the *Minnesota Order*, which involved a contract that provided exclusive access to a ROW. As but one example, to have limited that holding to exclude government-owned property within the ROW even if the carrier needed access to that property would have the effect of diluting or completely defeating the purpose of Section 332(c)(7).[244]

92. Second, and in the alternative, even if Section 253(a) and Section 332(c)(7) were to permit leeway for States and localities acting in their proprietary role, the examples in the record would be excepted because they involve States and localities fulfilling regulatory objectives.[245] In the

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interstate freeway system,] rather than fair and reasonable charges for access to the right-of-way. Nor has Minnesota shown that the Agreement provides for 'use of public rights-of-way on a nondiscriminatory basis.'")

[240] *Cf.* Crown Castle June 7, 2018 *Ex Parte* Letter at 17 n.83 ("Section 253(c), which carves out ROW management, would hardly be necessary if all ROW decisions were proprietary and shielded from the statute's sweep.").

[241] We acknowledge that the Commission previously "conclude[ed] that Section 6409(a) applies only to State and local governments acting in their role as land use regulators" and "f[ound] that this conclusion is consistent with judicial decisions holding that Sections 253 and 332(c)(7) of the Communications Act do not preempt 'non regulatory decisions[.]'" *See 2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12964-65, paras. 237-240. To the extent necessary, we clarify here that the actions and analysis there were limited in scope given the different statutory scheme and record in that proceeding, which did not, at the time, suggest a need to "further elaborate as to how this principle should apply to any particular circumstance" (there, in connection with application of Section 6409(a)). Here, in contrast, as described herein, we find that further elucidation by the Commission is needed.

[242] *Minnesota Order*, 14 FCC Rcd at 21707, para. 18 (internal citations omitted) (emphasis omitted).

[243] *See infra* Part IV.C.1 (Authorizations Subject to the "Reasonable Period of Time" Provision of Section 332(c)(7)(B)(ii)).

[244] *See also infra* para. 132 and cases cited therein. Precedent that may appear to reach a different result can be distinguished in that it resolves disputes arising under Section 332 and/or 253(a) without analyzing the scope of Section 253(c). Furthermore, those situations did not involve government-owned property or structures within a public ROW. *See, e.g., Sprint Spectrum L.P. v. Mills*, 283 F.3d 404, 420-21 (2d Cir. 2002) (declining to find preemption under Section 332 applicable to terms of a school rooftop lease); *Omnipoint Commc'ns, Inc. v. City of Huntington Beach*, 738 F.3d 192, 195-96, 200-01 (9th Cir. 2013) (declining to find preemption under Section 332 applicable to restrictions on lease of parkland).

[245] In this regard, also relevant to our interpretations here is courts' admonition that government activities that are characterized as transactions but in reality are "tantamount to regulation" are subject to preemption, *Gould*, 475 U.S. (continued….)

proprietary context, "a State acts as a 'market participant with no interest in setting policy.'"[246] We contrast state and local governments' purely proprietary actions with states and localities acting with respect to managing or controlling access to property within public ROW, or to decisions about where facilities that will provide personal wireless service to the public may be sited. As several commenters point out, courts have recognized that states and localities "hold the public streets and sidewalks in trust for the public" and "manage public ROW in their regulatory capacities."[247] These decisions could be based on a number of regulatory objectives, such as aesthetics or public safety and welfare, some of which, as we note elsewhere, would fall within the preemption scheme envisioned by Congress. In these situations, the State or locality's role seems to us to be indistinguishable from its function and objectives as a regulator.[248] To the extent that there is some distinction, the temptation to blend the two roles for purposes of insulating conduct from federal preemption cannot be underestimated in light of the overarching statutory objective that telecommunications service and personal wireless services be deployed without material impediments.

93. Our interpretation of both provisions finds ample support in the record of this proceeding. Specifically, commenters explain that public ROW and government-owned structures within such ROW are frequently relied upon to supply services for the benefit of the public, and are often the best-situated locations for the deployment of wireless facilities.[249] However, the record is also replete with examples of states and localities refusing to allow access to such ROW or structures, or imposing onerous terms and conditions for such access.[250] These examples extend far beyond governments' treatment of single structures;[251] indeed, in some cases it has been suggested that states or localities are using their

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at 289, and that government action disguised as private action may not be relied on as a pretext to advance regulatory objectives. *See, e.g., Coastal Communications Service v. City of New York*, 658 F.Supp.2d 425, 441-42 (E.D.N.Y. 2009) (finding that a restriction on advertising on newly-installed payphones was subject to section 253(a) where the advertising was a material factor in the provider's ability to provide the payphone service itself).

[246] *See, e.g., Chamber of Commerce of U.S. v. Brown*, 554 U.S. 60, 70 (2008).

[247] *See* Verizon Comments at 26-28 & n.85; T-Mobile Comments at 50 & n.210 and cases cited therein.

[248] Indeed, the Commission has long recognized that, in enacting Sections 253(c) and 332(c)(7), Congress affirmatively protected the ability of state and local governments to carry out their responsibilities for maintaining, managing, and regulating the use of ROW and structures therein for the benefit of the public. *TCI Cablevision of Oakland County, Inc.*, 12 FCC Rcd 21396, 21441, para. 103 (1997) ("We recognize that section 253(c) preserves the authority of state and local governments to manage public rights-of-way. Local governments must be allowed to perform the range of vital tasks necessary to preserve the physical integrity of streets and highways, to control the orderly flow of vehicles and pedestrians, to manage gas, water, cable (both electric and cable television), and telephone facilities that crisscross the streets and public rights-of-way."); *Moratoria Declaratory Ruling*, para. 142 (same); *Classic Telephone*, Petition for Preemption, Declaratory Ruling, and Injunctive Relief, 11 FCC Rcd 13082, 13103, para. 39 (1996) (same). We find these situations to be distinguishable from those where a State or locality might be engaged in a discrete, *bona fide* transaction involving sales or purchases of services that do not otherwise violate the law or interfere with a preemption scheme. *Compare, e.g., Cardinal Towing & Auto Repair, Inc., v. City of Bedford*, 180 F.3d 686, 691, 693-94 (5th Cir. 1999) (declining to find that the FAA Authorization Act of 1994, as amended by the ICC Termination Act of 1995, preempted an ordinance and contract specifications that were designed only to procure services that a municipality itself needed, not to regulate the conduct of others), *with NextG Networks of N.Y., Inc. v. City of New York*, 2004 WL 2884308 (N.D.N.Y., Dec. 10, 2004) (crediting allegations that a city's actions, such as issuing a request for proposal and implementing a general franchising scheme, were not of a purely proprietary nature, but rather, were taken in pursuit of a regulatory objective or policy). This action could include, e.g., procurement of services for the State or locality, or a contract for employment services between a State or locality and one of its employees. We do not intend to reach these scenarios with our interpretations today.

[249] *See, e.g.,* Verizon Aug. 23, 2018 *Ex Parte* Letter at 4-5.

[250] *See supra* para. 25.

[251] *Cf. Sprint Spectrum L.P. v. Mills*, 283 F.3d 404.

proprietary roles to effectuate a general municipal policy disfavoring wireless deployment in public ROW.[252] We believe that Section 253(c) is properly construed to suggest that Congress did not intend to permit states and localities to rely on their ownership of property within a ROW as a pretext to advance regulatory objectives that prohibit or have the effect of prohibiting the provision of covered services, and thus that such conduct is preempted.[253] Our interpretations here are intended to facilitate the implementation of the scheme Congress intended and to provide greater regulatory certainty to states, municipalities, and regulated parties about what conduct is preempted under Section 253(a). Should factual questions arise about whether a state or locality is engaged in such behavior, Section 253(d) affords state and local governments and private parties an avenue for specific preemption challenges.

E. Responses to Challenges to Our Interpretive Authority and Other Arguments

94. We reject claims that we lack authority to issue authoritative interpretations of Sections 253 and 332(c)(7) in this Declaratory Ruling. As explained above, we act here pursuant to our broad authority to interpret key provisions of the Communications Act, consistent with our exercise of that interpretive authority in the past.[254] In this instance, we find that issuing a Declaratory Ruling is necessary to remove what the record reveals is substantial uncertainty and to reduce the number and complexity of legal controversies regarding certain fee and non-fee state and local legal requirements in connection with Small Wireless Facility infrastructure. We thus exercise our authority in this Declaratory Ruling to interpret Section 253 and Section 332(c)(7) and explain how those provisions apply in the specific scenarios at issue here.[255]

95. Nothing in Sections 253 or 332(c)(7) purports to limit the exercise of our general

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[252] *See NextG Networks of N.Y., Inc. v. City of New York*, 2004 WL 2884308; *Coastal Communications Service v. City of New York*, 658 F.Supp.2d at 441-42.

[253] We contrast this instance to others in which we either declined to act or responded to requests for action with respect to specific disputes. *See, e.g.*, *2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12964-65, paras. 237-240; *Continental Airlines Petition for Declaratory Ruling Regarding the Over-the-Air Reception Devices (OTARD) Rules*, Memorandum Opinion and Order, 21 FCC Rcd 13201, 13220, para. 43 (2006) (observing, in the context of a different statutory and regulatory scheme, that "[g]iven that the Commission intended to preempt restrictions [regarding restrictions on Continental's use of its Wi-Fi antenna] in private lease agreements, however, Massport would be preempted even if it is acting in a private capacity with regard to its lease agreement with Continental."); *Connect America Fund*, Memorandum Opinion and Order, FCC 17-85, para. 14 (July 3, 2017) (rejecting argument that argument that Section 253(a) is inapplicable where it would affect the State's ability to "deal[] with its real estate interests . . . as it sees fit," such as by granting access to "rights-of-way over land that it owns); *Minnesota Order*, 14 FCC Rcd at 21706-08, paras. 17-19; *cf. Amigo.Net Pet. for Decl. Ruling*, Mem. Op. and Order, 17 FCC Rcd 10964, 10967 (WCB 2002) (Section 253 did not apply to carrier's provision of network capacity to government entities exclusively for such entities' internal use); *T-Mobile West Corp. v. Crow*, 2009 WL 5128562 (D. Ariz., Dec. 17, 2009) (Section 332(c)(7) did not apply to contract for deployment of wireless facilities and services for use on state university campus). We clarify here that such prior instances are not to be construed as a concession that Congress did not make preemption available, or that the Commission lacked the authority to support parties' attempts to avail themselves of relief offered under preemption schemes, when confronted with instances in which a state or locality is relying on its proprietary role to skirt federal regulatory reach. Indeed, these instances demonstrate the opposite – that preemption is available to effectuate Congressional intent – and merely illustrate application of this principle. Also, we do not find it necessary to await specific disputes in the form of Section 253(d) petitions to offer these interpretations. In the alternative and as an independent means to support the interpretations here, we clarify that we intend for our views to guide how preemption should apply in fact-specific scenarios.

[254] *See, e.g.*, *Moratoria Declaratory Ruling*, FCC 18-111, paras. 161-68; *2009 Declaratory Ruling*, 24 FCC Rcd at 14001, para. 23.

[255] Targeted interpretations of the statute like those we adopt here fall far short of a "federal regulatory program dictating the scope and policies involved in local land use" that some commenters fear. League of Minnesota Cities Comments at 9.

interpretive authority.[256] Congress's inclusion of preemption provisions in Section 253(d) and Section 332(c)(7)(B)(v) does not limit the Commission's ability pursuant to other sections of the Act to construe and provide its authoritative interpretation as to the meaning of those provisions.[257] Any preemption under Section 253 and/or Section 332(c)(7)(B) that subsequently occurs will proceed in accordance with the enforcement mechanisms available in each context. But whatever enforcement mechanisms may be available to preempt specific state and local requirements, nothing in Section 253 or Section 332(c)(7) prevents the Commission from declaring that a category of state or local laws is inconsistent with Section 253(a) or Section 332(c)(7)(B)(i)(II) because it prohibits or has the effect of prohibiting the relevant covered service.[258]

96. Although some commenters contend in general terms that differences in judicial approaches to Section 253 are limited and thus there is little need for Commission guidance,[259] the

[256] We also reject claims that Section 601(c)(1) of the 1996 Act constrains our interpretation of these provisions. *See, e.g.*, NARUC Reply at 3; Smart Cities Coal. Reply at 33, 35-36. That provision guards against implied preemption, while Section 253 and Section 332(c)(7)(B) both expressly restrict state and local activities. *See, e.g., Texas PUC Order*, 14 FCC Rcd at 3485-86, para. 51. Courts also have read that provision narrowly. *See, e.g., In re: FCC 11-161*, 753 F.3d 1015, 1120 (10th Cir. 2014); *Qwest Corp. v. Minnesota Pub. Utilities Comm'n*, 684 F.3d 721, 730-31 (8th Cir. 2012); *Farina, v. Nokia Inc.*, 625 F.3d 97, 131 (3d Cir. 2010). Although the Ninth Circuit in *County of San Diego* asserted that there is a presumption that express preemption provisions should be read narrowly, and that the presumption would apply to the interpretation of Section 253(a), *County of San Diego*, 543 F.3d at 548, the cited precedent applies that presumption where "the State regulates in an area where there is no history of significant federal presence." *Air Conditioning & Refrigeration Inst. v. Energy Res. Conservation & Dev. Comm'n*, 410 F.3d 492, 496 (9th Cir.2005). Whatever the applicability of such a presumption more generally, there is a substantial history of federal involvement here, particularly insofar as interstate telecommunications services and wireless services are implicated. *See, e.g., Ting v. AT&T*, 319 F.3d 1126, 1136 (9th Cir. 2003); *Ivy Broad. Co. v. Am. Tel. & Tel. Co.*, 391 F.2d 486, 490–92 (2d Cir. 1968); 47 U.S.C., Title III (1934).

[257] *See, e.g.*, California PUC Comments at 11; Verizon Comments at 31-33; CTIA Reply at 22-23; WIA Reply at 16-18. We thus reject claims to the contrary. *See, e.g.*, City of New York Comments at 8; Virginia Joint Commenters Comments, Exh. A at 41-44; City of New York Reply at 1-2; NATOA Reply at 9-10; Smart Cities Coal. Reply at 34. Indeed, the Fifth Circuit upheld just such an exercise of authority with respect to the interpretation of Section 332(c)(7) in the past. *See generally City of Arlington*, 668 F.3d at 249-54. While some commenters assert that the questions addressed by the Commission in the order underlying the Fifth Circuit's *City of Arlington* decision are somehow more straightforward than our interpretations here, they do not meaningfully explain why that is the case, instead seemingly contemplating that the Commission would address a wider, more general range of circumstances than we actually do here. *See, e.g.*, Virginia Joint Commenters Comments, Exh. A at 44-45.

[258] Consequently, we reject claims that relying on our general interpretative authority to interpret Section 253 and Section 332(c)(7) would render any provisions of the Act mere surplusage, *see, e.g.*, Smart Cities Coal. Reply at 34-35, or would somehow "usurp the role of the judiciary." Washington State Cities Reply at 14. We likewise reject other arguments insofar as they purport to treat Section 253(d)'s provision for preemption as more specific than, or otherwise controlling over, other Communications Act provisions enabling the Commission to authoritatively interpret the Act. *See, e.g.*, Virginia Joint Commenters Comments, Exh. A at 43. To the contrary, "[t]he specific controls but only within its self-described scope." *Nat'l Cable & Telecomm's Ass'n v. Gulf Power*, 534 U.S. 327, 336 (2002). In addition, concerns that the Commission might interpret Section 253(c) in a manner that would render it a nullity or in a manner divorced from relevant context—things we do not do here—bear on the reasonableness of a given interpretation and not on the existence of interpretive authority in the first instance, as some contend. *See, e.g.*, Virginia Joint Commenters Comments, Exh. A at 43-44.

[259] *See, e.g.*, City of San Antonio *et al*. Comments, Exh. B at 26-27; Fairfax County Comments at 20; Smart Cities Coal. Comments at 61. Some commenters assert that there are reasonable, material reliance interests arising from past court interpretations that would counsel against our interpretations in this order because "localities and providers have adjusted to the tests within their circuits" and "reflected those standards in local law." Smart Communities Comments, WT Docket No. 16-141 at 67 (filed Mar. 8, 2017) cited in City of Austin Comments at 2 n.3. Arguments such as these, however, merely underscore the regulatory patchwork that inhibits the development of a robust nationwide telecommunications and private wireless service as envisioned by Congress. By offering

(continued….)

interpretations we offer in this Declaratory Ruling are intended to help address certain specific scenarios that have caused significant uncertainty and legal controversy, irrespective of the degree to which this uncertainty has been reflected in court decisions. We also reject claims that a Supreme Court brief joined by the Commission demonstrates that there is no need for the interpretations in this Declaratory Ruling.[260] To the contrary, that brief observed that some potential interpretations of certain court decisions "would create a serious conflict with the Commission's understanding of Section 253(a), and [] would undermine the federal competition policies that the provision seeks to advance."[261] The brief also noted that, if warranted, "the Commission can restore uniformity by issuing authoritative rulings on the application of Section 253(a) to particular types of state and local requirements."[262] Rather than cutting against the need for, or desirability of, the interpretations we offer in this Declaratory Ruling, the brief instead presaged them.[263]

97. Our interpretations of Sections 253 Section 332(c)(7) are likewise not at odds with the Tenth Amendment and constitutional precedent, as some commenters contend.[264] In particular, our interpretations do not directly "compel the states to administer federal regulatory programs or pass legislation."[265] The outcome of violations of Section 253(a) or Section 332(c)(7)(B) of the Act are no more than a consequence of "the limits Congress already imposed on State and local governments"

(Continued from previous page)
interpretations of the relevant statutes here, we intend, thereby, to eliminate potential regional regulatory disparities flowing from differing interpretations of those provisions. *See, e.g.*, WIA Reply at 19-20.

[260] *See* City of San Antonio *et al*. Comments, Exh. B at 27 (citing Brief for the United States as Amicus Curiae, *Level 3 Commc'ns v. City of St. Louis*, Nos. 08-626, 08-759 at 9, 11 (filed May 28, 2009) (Amicus Brief)).

[261] Amicus Brief at 12-13. The brief also identified other specific areas of concern with those cases. *See, e.g.*, *id*. at 13 ("The court appears to have accorded inordinate significance to Level 3's inability to 'state with specificity what additional services it might have provided' if it were not required to pay St. Louis's license fee. That specific failure of proof—which the court of appeals seems to have regarded as emblematic of broader evidentiary deficiencies in Level 3's case—is not central to a proper Section 253(a) inquiry." (citation omitted)); *id*. at 14 ("Portions of the Ninth Circuit's decision, moreover, could be read to suggest that a Section 253 plaintiff must show effective preclusion—rather than simply material interference—in order to prevail. As discussed above, limiting the preemptive reach of Section 253(a) to legal requirements that completely preclude entry would frustrate the policy of open competition that Section 253 was intended to promote." (citation omitted)).

[262] *Id*. at 18.

[263] Contrary to some claims, the need for these clarifications also is not undercut by prior determinations that advanced telecommunications capability is being deployed in a reasonable and timely fashion to all Americans. *See, e.g.*, Letter from Nancy Werner, General Counsel, NATOA, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 2 (filed June 21, 2018) (NATOA June 21, 2018 *Ex Parte* Letter) (citing *Inquiry Concerning Deployment of Advanced Telecommunications Capability to All Americans in a Reasonable and Timely Fashion*, GN Docket N. 17-199, 2018 Broadband Deployment Report, 33 FCC Rcd 1660, 1707-08, para. 94 (2018) (*2018 Broadband Deployment Report*)). These commenters do not explain why the distinct standard for evaluating deployment of advanced telecommunications capability, *see 2018 Broadband Deployment Report*, 33 FCC Rcd at 1663-76, paras. 9-39, should bear on the application of Section 253 or Section 332(c)(7). Further, as the Commission itself observed, "[a] finding that deployment of advanced telecommunications capability is reasonable and timely in no way suggests that we should let up in our efforts to foster greater deployment." *Id*. at 1664, para. 13.

[264] *See, e.g.*, City of San Antonio *et al*. Comments, Exh. A at 28; Smart Cities Coal. Comments at 77-78; Smart Cities Coal. Reply at 48-50; NATOA June 21, 2018 *Ex Parte* Letter at 3.

[265] *Montgomery County v. FCC*, 811 F.3d at 128; *see Printz v. United States*, 521 U.S. 898, 117 S.Ct. 2365, 138 L.Ed.2d 914 (1997); *New York v. United States*, 505 U.S. 144, 112 S.Ct. 2408, 120 L.Ed.2d 120 (1992). These provisions preempting state law thus do not "compel the States to enact or administer a federal regulatory program," *Printz*, 521 U.S. at 900, or "dictate what a state . . . may or may not do." *Murphy v. Nat'l Collegiate Athletic Ass'n*, 138 S.Ct. 1461, 1478 (2018).

through its enactment of Section 332(c)(7).[266]

98. We also reject the suggestion that the limits Section 253 places on state and local rights-of-way fees and management will unconstitutionally interfere with the relationship between a state and its political subdivisions.[267] As relevant to our interpretations here, it is not clear, at first blush, that such concerns would be implicated.[268] Because state and local legal requirements can be written and structured in myriad ways, and challenges to such state or local activities could be framed in broad or narrow terms, we decline to resolve such questions here, divorced from any specific context.

IV. THIRD REPORT AND ORDER

99. In this Third Report and Order, we address the application of shot clocks to state and local review of wireless infrastructure deployments. We do so by taking action in three main areas. First, we adopt a new set of shot clocks tailored to support the deployment Small Wireless Facilities. Second, we adopt a specific remedy that applies to violations of these new Small Wireless Facility shot clocks, which we expect will operate to significantly reduce the need for litigation over missed shot clocks. Third, we clarify a number of issues that are relevant to all of the FCC's shot clocks, including the types of authorizations subject to these time periods.

A. New Shot Clocks for Small Wireless Facility Deployments

100. In 2009, the Commission concluded that we should use shot clocks to define a presumptive "reasonable period of time" beyond which state or local inaction on wireless infrastructure siting applications would constitute a "failure to act" within the meaning of Section 332.[269] We adopted a 90-day clock for reviewing collocation applications and a 150-day clock for reviewing siting applications other than collocations. The record here suggests that our two existing Section 332 shot clocks have increased the efficiency of deploying wireless infrastructure. Many localities already process wireless siting applications in less time than required by those shot clocks and a number of states have enacted laws requiring that collocation applications be processed in 60 days or less.[270] Some siting agencies acknowledge that they have worked to gain efficiencies in processing siting applications and welcome the

[266] *2009 Declaratory Ruling*, 24 FCC Rcd at 14002, para. 25. The Communications Act establishes its own framework for oversight of wireless facility deployment—one that is largely deregulatory, *see, e.g.*, *Wireless Infrastructure Second R&O*, FCC 18-30, at para. 63; *Implementation of Sections 3(n) and 332 of the Communications Act*, GN Docket No. 93-252, Second Report and Order, 9 FCC Rcd 1411, 1480-81, para. 182 (1994)—and it is reasonable to expect state and local governments electing to act in that area to do so only in a manner consistent with the Act's framework. *See, e.g.*, *Murphy*, 138 S.Ct. at 1470-71, 1480. Thus, the application of Section 253 and Section 332(c)(7)(B) is clearly distinguishable from the statute the Supreme Court struck down in *Murphy*, which did not involve a preemption scheme but nonetheless prohibited state authorization of sports gambling. *Id*. at 1481. The application here is also clearly distinguishable from the statute in *Printz*, which mandated states to run background checks on handgun purchases, *Printz*, 521 U.S. at 904–05, and the statute in *New York*, which required states to enact state laws that provide for the disposal of radioactive waste or else take title to such waste. *New York*, 505 U.S. at 151–52.

[267] *See, e.g.*, City of New York Comments at 9-10; Smart Cities Coal. Comments at 78.; *see also, e.g.*, *Nixon v. Mo. Mun. League*, 541 U.S. 125, 134 (2004) (identifying Tenth Amendment issues with the application of Section 253 where that application would implicate "state or local governmental self-regulation (or regulation of political inferiors)").

[268] For example, where a state or local law or other legal requirement simply sets forth particular fees to be paid, or where the legal requirement at issue is simply an exercise of discretion that governing law grants the state or local government, it is not clear that preemption would unconstitutionally interfere with the relationship between a state and its political subdivisions.

[269] *2009 Declaratory Ruling*, 24 FCC Rcd at 13994.

[270] *See infra* para. 102.

addition of new shot clocks tailored to the deployment of small scale facilities.[271] Given siting agencies' increased experience with existing shot clocks, the greater need for rapid siting of Small Wireless Facilities nationwide, and the lower burden siting of these facilities places on siting agencies in many cases, we take this opportunity to update our approach to speed the deployment of Small Wireless Facilities.[272]

1. Two New Section 332 Shot Clocks for Deployment of Small Wireless Facilities

101. In this section, using authority confirmed in *City of Arlington*, we adopt two new Section 332 shot clocks for Small Wireless Facilities – 60 days for collocation of Small Wireless Facilities on preexisting structures and 90 days for new construction of such facilities. These new Section 332 shot clocks carefully balance the well-established authority that states and local authorities have over review of wireless siting applications with the requirements of Section 332(c)(7)(ii) to exercise that authority "within a reasonable period of time… taking into account the nature and scope of the request."[273] Further, our decision is consistent with the Model Code for Municipalities recommended by the FCC's Broadband Deployment Advisory Committee, which utilizes this same 60-day and 90-day framework for collocation of Small Wireless Facilities and new structures.[274] Our actions will modernize the framework for wireless facility siting by taking into consideration that states and localities should be able to address the siting of Small Wireless Facilities in a more expedited review period than needed for larger facilities.[275]

102. We find compelling reasons to establish a new presumptively reasonable Section 332 shot clock of 60 days for collocations of Small Wireless Facilities on existing structures. The record demonstrates the need for, and reasonableness of, expediting the siting review of these collocations.[276]

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[271] Chicago Comments at 7 ("the City has worked to achieve efficient processing times even for applications where no federal deadline exists."); New Orleans Comments at 3 ("City supports the concept proposed by the Commission . . . to establish . . . more narrowly defined classes of deployments, with distinct reasonable times frames for action within each class).

[272] *See* Letter from LaWana Mayfield, City Council of Charlotte, North Carolina, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 2 ("However, getting this infrastructure out in a timely manner can be a challenge that involves considerable time and financial resources. The solution is to streamline relevant policies – allowing more modern rules for modern infrastructure."); Letter from John Richard C. King, House of Representatives, South Carolina, to Brendan Carr, Commissioner, FCC, WT Docket No. 17-79, at 1 ("A patchwork system of town-to-town, state-to-state rules slows the approval of small cell installations and delays the deployment of 5G. We need a national framework with guardrails to streamline the path forward to our wireless future"); Letter from Andy Thompson, State Representative, Ohio House District 95, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 1 ("In order for 5G to arrive as quickly and as effectively as possible, relevant infrastructure regulations must be streamlined. It makes very little sense for rules designed for 100-foot cell towers to govern the path to deployment for modern equipment called small cells that can fit into a pizza box.").

[273] 47 U.S.C. § 332(c)(7)(ii).

[274] BDAC Model Municipal Code at § 3.2a(i)(B).

[275] Just like the shot clocks originally established in 2009—later affirmed by the Fifth Circuit and the Supreme Court—the shot clocks framework in this Third Report and Order are no more than an interpretation of "the limits Congress already imposed on State and local governments" through its enactment of Section 332(c)(7). *2009 Declaratory Ruling*, 24 FCC Rcd at 14002, para. 25. *See also City of Arlington*, 668 F.3d at 259. As explained in the *2009 Declaratory Ruling*, the shot clocks derived from Section 332(c)(7) "will not preempt State or local governments from reviewing applications for personal wireless service facilities placement, construction, or modification," and they "will continue to decide the outcome of personal wireless service facility siting applications pursuant to the authority Congress reserved to them in Section 332(c)(7)(A)." *2009 Declaratory Ruling*, 24 FCC Rcd at 14002, para. 25.

[276] CTIA Comments, WT Docket No 16-421, at 33 (filed Mar. 8, 2017); Letter from Juan Huizar, City Manager of the City of Pleasanton Texas, to Brendan Carr, Commissioner, FCC, WT Docket No. 17-79, at 1 (filed June 4, 2018) (continued….)

Notwithstanding the implementation of the current shot clocks, more streamlined procedures are both reasonable and necessary to provide greater predictability for siting applications nationwide for the deployment of Small Wireless Facilities. The two current Section 332 shot clocks do not reflect the evolution of the application review process and evidence that localities can complete reviews more quickly than was the case when the existing Section 332 shot clocks were adopted nine years ago. Since 2009, localities have gained significant experience processing wireless siting applications.[277] Indeed, many localities already process wireless siting applications in less than the required time[278] and several jurisdictions require by law that collocation applications be processed in 60 days or less.[279] With the passage of time, siting agencies have become more efficient in processing siting applications.[280] These facts demonstrate that a shorter, 60-day shot clock for processing collocation applications for Small Wireless Facilities is reasonable.[281]

103. As we found in 2009, collocation applications are generally easier to process than new

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(describing the firsthand benefit of small cells and noting that communications infrastructure is a critical component of local growth); Letter from Sara Blackhurst, President, Action 22, to Brendan Carr, Commissioner, FCC, WT Docket 17-79, at 2 (filed May 18, 2018) ("While we understand the need for relevant federal rules and protections appropriate for larger wireless infrastructure, we feel these same rules are not well-suited for smaller wireless facilities and risk slowing deployment in communities that need connectivity now.").

[277] T-Mobile Comments at 20; Crown Castle Reply at 5 (noting that the adoption of similar time frames by several states for small cell siting review confirms their reasonableness, and the Commission should apply these deadlines on a nationwide basis).

[278] Alaska Dep't of Natural Resources Comments at 2 ("[W]e are currently meeting or exceeding the proposed timeframe of the "Shot Clock."); *see also* Letter from Scott K. Bergmann, Senior Vice President, Regulatory Affairs, CTIA, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 5 (filed Aug. 30, 2018) ("Eleven states – Delaware, Florida, Indiana, Kansas, Missouri, North Carolina, Rhode Island, Tennessee, Texas, Utah, and Virginia – recently adopted small cell legislation that includes 45-day or 60-day shot clocks for small cell collocations.").

[279] North Carolina requires its local governments to decide collocation applications within 45 days of submission of a complete application. N.C. Gen. Stat. Ann. § 153A-349.53(a2). The same 45-day shot clock applies to certain collocations in Florida. Fla. Stat. Ann. § 365.172(13)(a)(1), (d)(1). In New Hampshire, applications for collocation or modification of wireless facilities generally have to be decided within 45 days (subject to some exceptions under certain circumstances) or the application is deemed approved. N.H. Rev. Stat. Ann. § 12-K:10. Wisconsin requires local governments to decide within 45 days of receiving complete applications for collocation on existing support structure that does not involve substantial modification, or the application will be deemed approved, unless the local government and applicant agree to an extension. Wis. Stat. Ann. § 66.0404(3)(c). Local governments in Indiana have 45 days to decide complete collocation applications, unless an extension is allowed under the statute. Ind. Code Ann. § 8-1-32.3-22. Minnesota requires any zoning application, including both collocation and non-collocation applications, to be processed in 60 days. MINN. STAT. § 15.99, Subd. 2(a). By not requiring hearings, collocation applications in these states can be processed in a timely manner.

[280] Chicago Comments at 7 ("the City has worked to achieve efficient processing times even for applications where no federal deadline exists."); New Orleans Comments at 3 ("City supports the concept proposed by the Commission . . . to establish . . . more narrowly defined classes of deployments, with distinct reasonable times frames for action within each class); Letter from Sara Blackhurst, President, Action 22, to Brendan Carr, Commissioner, FCC, WT Docket 17-79, at 2 (filed May18, 2018) ("While we understand the need for relevant federal rules and protections appropriate for larger wireless infrastructure, we feel these same rules are not well-suited for smaller wireless facilities and risk slowing deployment in communities that need connectivity now.").

[281] CCA Comments at 11-14; T-Mobile Comments at 20; Incompas Reply at 9; Sprint Comments at 45-47 (noting that Florida, Indiana, Kansas, Texas and Virginia all have passed small cell legislation that requires small cell application attachments to be acted upon in 60 days); T-Mobile Comments at 18 (arguing that the Commission should accelerate the Section 332 shot clocks for all sites to 60 days for collocations, including small cells).

construction because the community impact is likely to be smaller.[282] In particular, the addition of an antenna to an existing tower or other structure is unlikely to have a significant visual impact on the community.[283] The size of Small Wireless Facilities poses little or no risk of adverse effects on the environment or historic preservation.[284] Indeed, many jurisdictions do not require public hearings for approval of such attachments, underscoring their belief that such attachments do not implicate complex issues requiring a more searching review.[285]

104. Further, we find no reason to believe that applying a 60-day time frame for Small Wireless Facility collocations under Section 332 creates confusion with collocations that fall within the scope of "eligible facilities requests" under Section 6409 of the Spectrum Act, which are also subject to a 60-day review.[286] The type of facilities at issue here are distinctly different and the definition of a Small Wireless Facility is clear. Further, siting authorities are required to process Section 6409 applications involving the swap out of certain equipment in 60 days, and we see no meaningful difference in processing these applications than processing Section 332 collocation applications in 60 days. There is no reason to apply different time periods (60 vs. 90 days) to what is essentially the same review: modification of an existing structure to accommodate new equipment.[287] Finally, adopting a 60-day shot clock will encourage service providers to collocate rather than opting to build new siting structures which has numerous advantages.[288]

105. Some municipalities argue that smaller facilities are neither objectively "small" nor less obtrusive than larger facilities.[289] Others contend that shorter shot clocks for a broad category of "smaller" facilities would fail to take into account the varied and unique climate, historic architecture, infrastructure, and volume of siting applications that municipalities face.[290] We take those considerations into account by clearly defining the category of "Small Wireless Facility" in our rules and allowing siting agencies to rebut the presumptive reasonableness of the shot clocks based upon the actual circumstances

[282] *2009 Declaratory Ruling*, 24 FCC Rcd at 14012, para. 40.

[283] TIA Comments at 4.

[284] *Wireless Infrastructure Second R&O*, FCC 18-30 at para. 42 (citing Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, 47 CFR Part 1, Appx. B, § VI (Collocation NPA); *see also* 47 CFR § 1.1306(c)(1) (excluding certain wireless facilities from NEPA review).

[285] *2009 Declaratory Ruling*, 24 FCC Rcd at 14012, para. 46.

[286] DESHPO Comments at 2 ("opposes the application of separate time limits for review of facility deployments not covered by the Spectrum Act, as it would lead to confusion within the process for all parties involved (Applicants/Carrier, Consultants, SHPO)").

[287] Letter from Scott K. Bergmann, Senior Vice President, Regulatory Affairs, CTIA, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 6 (filed Aug. 30, 2018).

[288] Letter from Richard Rossi, Senior Vice President, General Counsel, U.S. Tower, to Marlene Dortch, Secretary, FCC, WT Docket No. 17-79, at 3 (filed Aug. 10, 2018) ("The reason to encourage collocation is straightforward, it is faster, cheaper, more environmentally sound, and less disruptive than building new structures.").

[289] League of Az Cities and Towns Comments at 13, 29 (arguing that many small cells or micro cells can be taller and more visually intrusive than macro cells).

[290] Philadelphia Comments at 4-5 (arguing that shorter shot clocks should not be implemented because "cities are already resource constrained and any further attempt to further limit the current time periods for review of applications will seriously and adversely affect public safety as well as diminish the proper role, under our federalist system, of state and local governments in regulating local rights of way"); Smart Cities Coal. Comments, Docket 16-421, at 13 (filed Mar. 8, 2017) (included by reference by Austin's Comments); Alaska Dept. of Trans. Comments at 2. *See, e.g.*, TX Hist. Comm. Comments at 2 (current shot clocks are appropriate and that further shortening these shot clocks is not warranted); Arlington, TX Comments at 2.

they face. For similar reasons, we disagree that establishing shorter shot clocks for smaller facilities would impair states' and localities' authority to regulate local rights of way.[291]

106. While some commenters argue that additional shot clock classifications would make the siting process needlessly more complex without any proven benefits,[292] any additional administrative burden from increasing the number of Section 332 shot clocks from two to four is outweighed by the likely significant benefit of regulatory certainty and the resulting streamlined deployment process.[293] We also reject the assertion that revising the period of time to review siting decisions would amount to a nationwide land use code for wireless siting.[294] Our approach is consistent with the Model Code for Municipalities that recognizes that the shot clocks that we are adopting for the review of Small Wireless Facility deployment applications correctly balance the needs of local siting agencies and wireless service providers.[295] Our balance of the relevant considerations is informed by our experience with the previously adopted shot clocks, the record in this proceeding, and our predictive judgment about the effectiveness of actions taken here to promote the provision of personal wireless services.

107. For similar reasons as set forth above, we also find it reasonable to establish a new 90 day Section 332 shot clock for new construction of Small Wireless Facilities. Ninety days is a presumptively reasonable period of time for localities to review such siting applications. Small Wireless Facilities have far less visual and other impact than the facilities we considered in 2009, and should accordingly require less time to review.[296] Indeed, some state and local governments have already adopted 60-day maximum reasonable periods of time for review of *all* small cell siting applications, and, even in the absence of such maximum requirements, several are already reviewing and approving small-cell siting applications within 60 days or less after filing.[297] Numerous industry commenters advocated a 90-day shot clock for all non-

[291] League of Az Cities and Towns *et al.* Comments at 26-27, 29-35; Cities of San Antonio *et. al* Comments at 8; Philadelphia Comments at 4.

[292] T-Mobile Comments at 22; Florida Coalition Comments at 9 (Creating new shot clocks would result in "too many 'shot clocks' and both the industry and local governments would be confused as to which shot clock applied to what application").

[293] While several parties proposed additional shot clock categories, we believe that the any benefit from a closer tailoring of categories to circumstances is not outweighed by the administrative burden on siting authorities and providers to manage these categories. *See* TX Hist. Comm. Comments at 2 (stating that it "could support a shorter review period for new structures less than fifty (50) feet tall, or where structures are located within or adjacent to existing utility rights-of-way (but not transportation rights-of-way) with existing utility structures taller than the proposed telecommunications structure"); Georgia Dept. Tran. Comments at 2 (stating that time frames based on the zoning area are reasonable).

[294] Cities of San Antonio *et. al* Comments, Exh. A at 17-18. In the same vein, the Florida Department of Transportation contends that "[p]ermit review times should comply with state statutes," especially if the industry insists on being treated similarly as other utilities. AASHTO Comments, Attach. at 13 (Florida Dept. of Trans. Comments); *see also* Alaska Dept. of Trans. Comments at 2 and TX Dept. of Trans. Comments at 2 (explaining that variations in topography, weather, government interests, and state and local political structure counsel against standardized nationwide shot clocks). The Maryland Department of Transportation is concerned about the shortened shot clocks proposed because they would conflict with a Maryland law that requires a 90-day comment period in considering wireless siting applications and because certain applications can be complex and necessitate longer review periods. AASHTO Comments, Attach. at 40 (MD Dept. of Trans. Comments).

[295] BDAC Model Municipal Code at § 3.2a(i)(B),.

[296] CTIA Comments, Attach. 1 at 38.

[297] T-Mobile Comments at 19-20 (stating that some states already have adopted more expedited time frames to lower siting barriers and speed deployment, which demonstrates the reasonableness of the proposed 60-day and 90-day revised shot clocks); Incompas Reply at 9 (stating that there is no basis for differing time-periods for similarly-situated small cell installation requests, and the lack of harmonization could discourage the use of a more efficient infrastructure); CCA Comments at 14, n.52 (citing CCA Streamlining Reply at 7-8 that in Houston, Texas, the

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collocation deployments.[298] Based on this record, we find it reasonable to conclude that construction of a new Small Wireless Facility warrants more review time than a mere collocation of the same, but less than the construction of a macro tower.

108. Finally, we note that our 60- and 90-day approach is similar to that in pending legislation that has bipartisan congressional support, and is consistent with the Model Code for Municipalities. Specifically, the draft STREAMLINE Small Cell Deployment Act, would apply a 60-day shot clock to collocation of small personal wireless service facilities and a 90-day shot clock to any other action relating to small personal wireless service facilities.[299] Further, the Model Code for Municipalities recommended by the FCC's Broadband Deployment Advisory Committee also utilizes this same 60-day and 90-day framework for collocation of Small Wireless Facilities and new structures.[300]

2. Batched Applications for Small Wireless Facilities

109. Given the way in which Small Wireless Facilities are likely to be deployed, in large numbers as part of a system meant to cover a particular area, we anticipate that some applicants will submit "batched" applications: multiple separate applications filed at the same time, each for one or more sites *or* a single application covering multiple sites.[301] In the *Wireless Infrastructure NPRM/NOI*, the Commission asked whether batched applications should be subject to either longer or shorter shot clocks than would apply if each component of the batch were submitted separately.[302] Industry commenters contend that the shot clock applicable to a batch or a class of applications should be no longer than that applicable to an individual application of the same class.[303] On the other hand, several commenters, contend that batched applications have often been proposed in historic districts and historic buildings (areas that require a more complex review process), and given the complexities associated with reviews of that type, they urge the Commission not to apply shorter shot clocks to batched applications.[304] Some

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review process for small cell deployments "usually takes 2 weeks, but no more than 30 days to process and complete the site review. In Kenton County, Kentucky, the maximum time permitted to act upon new facility siting requests is 60 days. Louisville, Kentucky generally processes small cell siting requests within 30 days, and Matthews, North Carolina generally processes wireless siting applications within 10 days").

[298] CTIA Reply at 3 (stating that the Commission should shorten the shot clocks to 90 days for new facilities); CTIA Comments at 11-12 (asserting that the existing 150-day review period for new wireless sites should be shortened to 90 days); Crown Castle Comments at 29 (stating that a 90-day shot clock for new facilities is appropriate for macro cells and small cells alike, to the extent such applications require review under Section 332 at all); ExteNet Comments at 8 (asserting that the Commission should accelerate the shot clock for all other non-collocation applications, including those for new DNS poles, from 150 days to 90 days); WIA Reply at 2.

[299] STREAMLINE Small Cell Deployment Act, S.3157, 115 Congress, 2D Session (June 28,2018).

[300] BDAC Model Municipal Code at § 3.2a(i)(B),

[301] We define either scenario as "batching" for the purpose of our discussion here.

[302] *Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3338, para. 18.

[303] *See, e.g.*, Extenet Comments at 10-11 ("The Commission should not adopt a longer shot clock for batches of multiple DNS applications."); Sprint Comments, Docket 16-421, at 43-44 (filed Mar. 8, 2017); CCA Comments at 16 ("The FCC also should ensure that batch applications are not saddled with a longer shot clock than those afforded to individual siting applications . . . ."); Verizon Comments at 42 ("The same 60-day shot clock should apply to applications proposing multiple facilities – so called 'batch applications.'"); Crown Castle Comments at 30 ("Crown Castle also does not support altering the deadline for 'batches' of requests."); T-Mobile Comments at 22-23 ("[A]n application that batches together similar numbers of small cells of like character and in proximity to one another should also be able to be reviewed within the same time frame . . . ."); CTIA Comments at 17 ("There is, however, no need for the Commission to establish different shot clocks for batch processing of similar facilities . . . .").

[304] San Antonio Comments, Exh. A at 17, 19-20; *see also* Smart Cities Coal. Comments, Docket 16-421, at 47 (filed Mar. 8, 2017) (referenced by Austin's Comments).

localities also argue that a single, national shot clock for batched applications would fail to account for unique local circumstances.[305]

110. We see no reason why the shot clocks for batched applications to deploy Small Wireless Facilities should be longer than those that apply to individual applications because, in many cases, the batching of such applications has advantages in terms of administrative efficiency that could actually make review easier.[306] Our decision flows from our current Section 332 shot clock policy. Under our two existing Section 332 shot clocks, if an applicant files multiple siting applications on the same day for the same type of facilities, each application is subject to the same number of review days by the siting agency.[307] These multiple siting applications are equivalent to a batched application and therefore the shot clocks for batching should follow the same rules as if the applications were filed separately. Accordingly, when applications to deploy Small Wireless Facilities are filed in batches, the shot clock that applies to the batch is the same one that would apply had the applicant submitted individual applications. Should an applicant file a single application for a batch that includes both collocated and new construction of Small Wireless Facilities, the longer 90-day shot clock will apply, to ensure that the siting authority has adequate time to review the new construction sites.

111. We recognize the concerns raised by parties arguing for a longer time period for at least some batched applications, but conclude that a separate rule is not necessary to address these concerns. Under our approach, in extraordinary cases, a siting authority, as discussed below, can rebut the presumption of reasonableness of the applicable shot clock period where a batch application causes legitimate overload on the siting authority's resources.[308] Thus, contrary to some localities' arguments,[309] our approach provides for a certain degree of flexibility to account for exceptional circumstances. In addition, consistent with, and for the same reasons as our conclusion below that Section 332 does not permit states and localities to prohibit applicants from requesting multiple types of approvals simultaneously,[310] we find that Section 332(c)(7)(B)(ii) similarly does not allow states and localities to refuse to accept batches of applications to deploy Small Wireless Facilities.

B. New Remedy for Violations of the Small Wireless Facilities Shot Clocks

112. In adopting these new shot clocks for Small Wireless Facility applications, we also provide an additional remedy that we expect will substantially reduce the likelihood that applicants will need to pursue additional and costly relief in court at the expiration of those time periods.

113. At the outset, and for the reasons the Commission articulated when it adopted the 2009 shot clocks, we determine that the failure of a state or local government to issue a decision on a Small Wireless Facility siting application within the presumptively reasonable time periods above will constitute a "failure to act" within the meaning of Section 332(c)(7)(B)(v). Therefore, a provider is, at a minimum, entitled to the same process and remedies available for a failure to act within the new Small Wireless Facility shot clocks as they have been under the FCC's 2009 shot clocks. But we also add an

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[305] Cities of San Antonio *et al*. Comments, Exh. A at 17, 19-20; *see also* Smart Cities Coal. Comments, Docket 16-421, at 47 (filed Mar. 8, 2017) (referenced by Austin's Comments).

[306] *See, e.g.*, Sprint Comments, Docket 16-421, at 43-44 (filed Mar. 8, 2017); Verizon Comments at 42; CTIA Comments at 17.

[307] WIA Comments at 27 ("Merely bundling similar sites into a single batched application should not provide a locality with more time to review a single batched application than to process the same applications if submitted individually.").

[308] *See infra* para. 116.

[309] Cities of San Antonio *et al*. Comments, Exh. A at 17, 19-20; *see also* Smart Cities Coal. Comments, Docket 16-421, at 47 (filed Mar. 8, 2017) (referenced by Austin's Comments).

[310] *See infra* para. 139.

additional remedy for our new Small Wireless Facility shot clocks.

114. State or local inaction by the end of the Small Wireless Facility shot clock will function not only as a Section 332(c)(7)(B)(v) failure to act but also amount to a presumptive prohibition on the provision of personal wireless services within the meaning of Section 332(c)(7)(B)(i)(II). Accordingly, we would expect the state or local government to issue all necessary permits without further delay. In cases where such action is not taken, we assume, for the reasons discussed below, that the applicant would have a straightforward case for obtaining expedited relief in court.[311]

115. As discussed in the Declaratory Ruling, a regulation under Section 332(c)(7)(B)(i)(II) constitutes an effective prohibition if it materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.[312] Missing shot clock deadlines would thus presumptively have the effect of unlawfully prohibiting service in that such failure to act can be expected to materially limit or inhibit the introduction of new services or the improvement of existing services.[313] Thus, when a siting authority misses the applicable shot clock deadline, the applicant may commence suit in a court of competent jurisdiction alleging a violation of Section 332(c)(7)(B)(i)(II), in addition to a violation of Section 332(c)(7)(B)(ii), as discussed above. The siting authority then will have an opportunity to rebut the presumption of effective prohibition by demonstrating that the failure to act was reasonable under the circumstances and, therefore, did not materially limit or inhibit the applicant from introducing new services or improving existing services.

116. Given the seriousness of failure to act within a reasonable period of time, we expect, as noted above, siting authorities to issue without any further delay all necessary authorizations when notified by the applicant that they have missed the shot clock deadline, absent extraordinary circumstances. Where the siting authority nevertheless fails to issue all necessary authorizations and litigation is commenced based on violations of Sections 332(c)(7)(B)(i)(II) and/or 332(c)(7)(B)(ii), we expect that applicants and other aggrieved parties will likely pursue equitable judicial remedies.[314] Given the relatively low burden on state and local authorities of simply acting—one way or the other—within the Small Wireless Facility shot clocks, we think that applicants would have a relatively low hurdle to clear in establishing a right to expedited judicial relief. Indeed, for violations of Section 332(c)(7)(B), courts commonly have based the decision whether to award permanent injunctive relief on several factors. As courts have concluded, permanent injunctions fulfill Congressional intent that action on applications be timely and that courts consider violations of Section 332(c)(7)(B) on an expedited basis.[315] In addition, courts have observed that "[a]lthough Congress in the Telecommunications Act left intact some of local zoning boards' authority under state law," they should not be owed deference on issues relating to Section 332(c)(7)(B)(ii), meaning that "in the majority of cases the proper remedy for a zoning board decision

[311] Where we discuss litigation here, we refer, for convenience, to "the applicant" or the like, since that is normally the party that pursues such litigation. But we reiterate that under the Act, "[a]ny person adversely affected by" the siting authority's failure to act could pursue such litigation. 47 U.S.C. § 332(c)(7)(B)(v).

[312] *See supra* paras. 34-40.

[313] *See supra* paras. 34-40.

[314] *See, e.g., 2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12978, para. 284.

[315] *See, e.g., Green Mountain Realty Corp. v. Leonard*, 750 F.3d 30, 41 (1st Cir. 2014) (addressing claimed violation of Section 332(c)(7)(B)(i)(II) of the Act); *Nat'l Tower, LLC v. Plainville Zoning Bd. of Appeals*, 297 F.3d 14, 21-22 (1st Cir. 2002) (same); *Cellular Telephone Co. v. Town of Oyster Bay*, 166 F.3d 490, 497 (2d Cir. 1999) (addressing violation of Section 332(c)(7)(B)(v) of the Act); *AT&T Mobility Svcs., LLC v. Village of Corrales*, 127 F. Supp. 3d 1169, 1175-76 (D.N.M. 2015) (addressing violation of Section 332(c)(7)(B)(i)(II)); *Bell Atlantic Mobile of Rochester v. Town of Irondequoit*, 848 F. Supp. 2d 391, 403 (W.D.N.Y. 2012) (addressing violation of Section 332(c)(7)(B)(ii)); *New Cingular Wireless PCS, LLC v. City of Manchester*, 2014 WL 79932, *8 (D.N.H. Feb. 28, 2014) (addressing violation of Section 332(c)(7)(B)(i)(II)).

that violates the Act will be an order. . . instructing the board to authorize construction."[316] Such relief also is supported where few or no issues remain to be decided, and those that remain can be addressed by a court.[317]

117. Consistent with those sensible considerations reflected in prior precedent, we expect that courts will typically find expedited and permanent injunctive relief warranted for violations of Sections 332(c)(7)(B)(i)(II) and 332(c)(7)(B)(ii) of the Act when addressing the circumstances discussed in this Order. Prior findings that permanent injunctive relief best advances Congress's intent in assuring speedy resolution of issues encompassed by Section 332(c)(7)(B) appear equally true in the case of deployments of Small Wireless Facilities covered by our interpretation of Section 332(c)(7)(B)(ii) in this Third Report and Order.[318] Although some courts, in deciding whether a permanent injunction is the appropriate form of relief, have considered whether a siting authority's delay resulted from bad faith or involved other abusive conduct,[319] we do not read the trend in court precedent overall to treat such considerations as more than relevant (as opposed to indispensable) to an injunction. We believe that this approach is sensible because guarding against barriers to the deployment of personal wireless facilities not only advances the goal of Section 332(c)(7)(B) but also policies set out elsewhere in the Communications Act and 1996 Act, as the Commission recently has recognized in the case of Small Wireless Facilities.[320] This is so whether or not these barriers stem from bad faith. Nor do we anticipate that there would be unresolved issues implicating the siting authority's expertise and therefore requiring remand in most instances.

118. In light of the more detailed interpretations that we adopt here regarding reasonable time frames for siting authority action on specific categories of requests—including guidance regarding circumstances in which longer time frames nonetheless can be reasonable—we expect that litigation generally will involve issues that can be resolved entirely by the relevant court. Thus, as the Commission has stated in the past, "in the case of a failure to act within the reasonable time frames set forth in our rules, and absent some compelling need for additional time to review the application, we believe that it would also be appropriate for the courts to treat such circumstances as significant factors weighing in favor of [injunctive] relief."[321] We therefore caution those involved in potential future disputes in this area against placing too much weight on the Commission's recognition that a siting authority's failure to act within the associated timeline might not always result in a permanent injunction under the Section 332(c)(7)(B) framework while placing too little weight on the Commission's recognition that policies established by federal communications laws are advanced by streamlining the process for deploying wireless facilities.

119. We anticipate that the traditional requirements for awarding permanent injunctive relief would likely be satisfied in most cases and in most jurisdictions where a violation of 332(c)(7)(B)(i)(II) and/or 332(c)(7)(B)(ii) is found. Typically, courts require movants to establish the following elements of

[316] *See, e.g., Nat'l Tower*, 297 F.3d at 21-22; *AT&T Mobility*, 127 F. Supp. 3d at 1176.

[317] *See, e.g., Green Mountain Realty*, 750 F.3d at 41-42; *Nat'l Tower*, 297 F.3d at 24-25; *Cellular Telephone Co.*, 166 F.3d at 497; *Bell Atlantic Mobile*, 848 F. Supp. 2d at 403; *New Cingular Wireless PCS*, 2014 WL 79932, *8.

[318] *See Green Mountain Realty Corp.*, 750 F.3d at 41 (reasoning that remand to the siting authority "would not be in accordance with the text or spirit of the Telecommunications Act); *Cellular Telephone Co*, 166 F.3d at 497 (noting "that injunctive relief best serves the TCA's stated goal of expediting resolution" of cases brought under 47 U.S.C. § 332(c)(7)(B)(v)).

[319] *See, e.g., Nat'l Tower*, 297 F.3d at 23; *Up State Tower Co. v. Town of Kiantone*, 718 Fed. Appx. 29, 32 (2d Cir. 2017) (Summary Order).

[320] *See, e.g., Wireless Infrastructure Second R&O*, FCC 18-30 at para. 62; *Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3332, para. 5.

[321] *2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12978, para, 284.

permanent injunctive relief: (1) actual success on the merits, (2) continuing irreparable injury, (3) the absence of an adequate remedy at law, (4) the injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party, and (5) award of injunctive relief would not be adverse to the public interest. [322] Actual success on the merits would be demonstrated when an applicant prevails in its failure-to-act or effective prohibition case.[323] Continuing irreparable injury likely would be found because remand to the siting authority "would serve no useful purpose" and would further delay the applicant's ability to provide personal wireless service to the public in the area where deployment is proposed, as some courts have previously determined.[324] There also would be no adequate remedy at law because applicants "have a federal statutory right to participate in a local [personal wireless services] market free from municipally-imposed barriers to entry," and money damages cannot directly substitute for this right.[325] The public interest and the balance of harms also would likely favor the award of permanent injunction because the purpose of Section 332(c)(7) is to encourage the rapid deployment of personal wireless facilities while preserving, within bounds, the authority of states and localities to regulate the deployment of such facilities, and the public would benefit if further delays in the deployment of such facilities—which a remand would certainly cause—are prevented.[326] We also expect that the harm to the siting authority would be minimal because the only right of which it would be deprived by a permanent injunction is the right to act on the siting application beyond a reasonable time period,[327] a right that "is not legally cognizable, because under [Sections 332(c)(7)(B)(i)(II) and 332(c)(7)(B)(ii)], the [siting authority] has no right to exercise this power."[328] Thus, in the context of Small Wireless Facilities, we expect that the most appropriate remedy in typical cases involving a violation of Sections 332(c)(7)(B)(i)(II) and/or 332(c)(7)(B)(ii) is the award of permanent injunctive relief in the form of an order to issue all necessary authorizations.[329]

120. Our approach advances Section 332(c)(7)(B)(v)'s provision that certain siting disputes, including those involving a siting authority's failure to act, shall be heard and decided by a court of

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[322] *Pub. Serv. Tel. Co. v. Georgia Pub. Serv. Comm'n*, 755 F. Supp. 2d 1263, 1273 (N.D. Ga.), *aff'd*, 404 F. App'x 439 (11th Cir. 2010); *Klay v. United Healthgroup, Inc.*, 376 F.3d 1092, 1097 (11th Cir. 2004); *Nat. Res. Def. Council v. Texaco Ref. & Mktg., Inc.*, 906 F.2d 934, 941 (3d Cir. 1990); *Randolph v. Rodgers*, 170 F.3d 850, 857 (8th Cir. 1999); *Prairie Band Potawatomi Nation v. Wagnon*, 476 F.3d 818, 822 (10th Cir. 2007); *Walters v. Reno*, 145 F.3d 1032, 1048 (9th Cir. 1998); *K-Mart Corp. v. Oriental Plaza, Inc.*, 875 F.2d 907, 914–15 (1st Cir. 1989). Note that the standards for permanent injunctive relief differ in some respects among the circuits and the states. For example, "most courts do not consider the public interest element in deciding whether to issue a permanent injunction, though the Third Circuit has held otherwise." *Klay*, 376 F.3d at 1097. Courts in the Second Circuit consider only irreparable harm and success on the merits. *Omnipoint Commc'ns, Inc. v. Vill. of Tarrytown Planning Bd.*, 302 F. Supp. 2d 205, 225 (S.D.N.Y. 2004). The Third and Fifth Circuits have precedents holding that irreparable harm is not an essential element of a permanent injunction. *See Roe v. Operation Rescue*, 919 F.2d 857, 873 n. 8 (3d Cir. 1990); *Lewis v. S. S. Baune*, 534 F.2d 1115, 1123–24 (5th Cir. 1976). For the sake of completeness, our analysis discusses all of the elements that have been used in decided cases.

[323] *See New Jersey Payphone Ass'n, Inc. v. Town of W. New York*, 130 F. Supp. 2d 631, 640 (D.N.J. 2001), *aff'd*, 299 F.3d 235 (3d Cir. 2002).

[324] *See Omnipoint Commc'ns, Inc. v. Vill. of Tarrytown Planning Bd.*, 302 F. Supp. 2d 205, 225–26 (S.D.N.Y. 2004) (quoting *Nextel Partners, Inc. v. Town of Amherst, N.Y.*, 251 F.Supp.2d 1187, 1201 (W.D.N.Y. 2003)); *see Upstate Cellular Network v. City of Auburn*, 257 F. Supp. 3d 309, 318 (N.D.N.Y. 2017).

[325] *New Jersey Payphone Ass'n, Inc. v. Town of W. New York*, 130 F. Supp. 2d 631, 641 (D.N.J. 2001), *aff'd*, 299 F.3d 235 (3d Cir. 2002).

[326] *City of Arlington v. FCC*, 668 F.3d at 234.

[327] *Contra* 47 U.S.C. 332(c)(7)(B)(ii).

[328] *New Jersey Payphone Ass'n, Inc.*, 130 F. Supp. 2d at 641.

[329] *See Cellular Telephone Co. v. The Town of Oyster Bay*, 166 F.3d 490, 496 (2d Cir.1999).

competent jurisdiction on an expedited basis. The framework reflected in this Order will provide the courts with substantive guiding principles in adjudicating Section 332(c)(7)(B)(v) cases, but it will not dictate the result or the remedy appropriate for any particular case; the determination of those issues will remain within the courts' domain.[330] This accords with the Fifth Circuit's recognition in *City of Arlington* that the Act could be read "as establishing a framework in which a wireless service provider must seek a remedy for a state or local government's unreasonable delay in ruling on a wireless siting application in a court of competent jurisdiction while simultaneously allowing the FCC to issue an interpretation of § 332(c)(7)(B)(ii) that would guide courts' determinations of disputes under that provision."[331]

121. The guidance provided here should reduce the need for, and complexity of, case-by-case litigation and reduce the likelihood of vastly different timing across various jurisdictions for the same type of deployment.[332] This clarification, along with the other actions we take in this Third Report and Order, should streamline the courts' decision-making process and reduce the possibility of inconsistent rulings. Consequently, we believe that our approach helps facilitate courts' ability to "hear and decide such [lawsuits] on an expedited basis," as the statute requires.[333]

122. Reducing the likelihood of litigation and expediting litigation where it cannot be avoided should significantly reduce the costs associated with wireless infrastructure deployment. For instance, WIA states that if one of its members were to challenge every shot clock violation it has encountered, it would be mired in lawsuits with forty-six localities.[334] And this issue is likely to be compounded given the expected densification of wireless networks. Estimates indicate that deployments of small cells could reach up to 150,000 in 2018 and nearly 800,000 by 2026.[335] If, for example, 30 percent (based on T-

[330] Several commenters support this position, urging the Commission to reaffirm that adversely affected applicants must seek redress from the courts. *See, e.g.,* League of Ar Cities and Towns *et al*. Comments at 14-21; Philadelphia Comments at 2; Philadelphia Reply at 4-6; City of San Antonio *et al*. Comments, Exh. B at 14-15; San Francisco Comments at 16-17; Colorado Munis Comments at 7; CWA Reply at 5; Fairfax County Comments at 12-15; AASHTO Comments at 20-21, 23 (ID Dept. of Trans. Comments); NATOA Comments, Attach. 3 at 53-55; NLC Comments at 3-4; Smart Cities Coal Comments at 39-43. Our interpretation thus preserves a meaningful role for courts under Section 332(c)(7)(B)(v), contrary to the concern some commenters expressed with particular focus on alternative proposals we do not adopt, such as a deemed granted remedy. *See, e.g.*, Colorado Comm. and Utility All. *et al*. Comments at 6-7; League of Az Cities and Towns *et al*. Comments at 14-23; Philadelphia Comments at 2; Baltimore Reply at 11; City of San Antonio *et al*. Reply at 2; San Francisco Reply at 6; League of Az Cities and Towns *et al*. Reply at 2-3. In addition, our interpretation of Section 332(c)(7)(B)(ii) does not result in a regime in which the Commission could be seen as implicitly issuing local land use permits, a concern that states and localities raised regarding an absolute deemed granted remedy, because applicants are still required to petition a court for relief, which may include an injunction directing siting authorities to grant the application. *See* Alexandria Comments at 2; Baltimore Reply at 10; Philadelphia Reply at 8; Smart Cities Coal Comments at ii, 4, 39.

[331] *City of Arlington*, 668 F.3d at 250.

[332] The likelihood of non-uniform or inconsistent rulings on what time frames are reasonable or what circumstances could rebut the presumptive reasonableness of the shot clock periods stems from the intrinsic ambiguity of the phrase "reasonable period of time," which makes it susceptible of varying constructions. *See City of Arlington v. FCC*, 668 F.3d at 255 (noting "that the phrase 'a reasonable period of time,' as it is used in § 332(c)(7)(B)(ii), is inherently ambiguous"); *Capital Network System, Inc. v. FCC*, 28 F.3d 201, 204 (D.C. Cir. 1994) ("Because 'just,' 'unjust,' 'reasonable,' and 'unreasonable' are ambiguous statutory terms, this court owes substantial deference to the interpretation the Commission accords them."). *See also* Lightower Comments at 3 ("The lack of consistent guidance regarding statutory interpretation is creating uncertainty at the state and local level, with many local jurisdictions seeming to simply make it up as they go. Differences in the federal courts are only exacerbating the patchwork of interpretations at the state and local level.").

[333] 47 U.S.C. § 332(c)(7)(B)(v).

[334] WIA Comments at 16.

[335] *Comment Sought on Streamlining Deployment of Small Cell Infrastructure by Improving Wireless Facilities Siting Policies; Mobilitie, LLC Petition for Declaratory Ruling*, Public Notice, 31 FCC Rcd 13360, 13363-64 (2016) (continued….)

Mobile's experience[336]) of these expected deployments are not acted upon within the applicable shot clock period, that would translate to 45,000 violations in 2018 and 240,000 violations in 2026.[337] These sheer numbers would render it practically impossible to commence Section 332(c)(7)(B)(v) cases for all violations, and litigation costs for such cases likely would be prohibitive and could virtually bar providers from deploying wireless facilities.[338]

123. Our updated interpretation of Section 332(c)(7) for Small Wireless Facilities effectively balances the interest of wireless service providers to have siting applications granted in a timely and streamlined manner[339] and the interest of localities to protect public safety and welfare and preserve their authority over the permitting process.[340] Our specialized deployment categories, in conjunction with the acknowledgement that in rare instances, it may legitimately take longer to act, recognize that the siting process is complex and handled in many different ways under various states' and localities' long-established codes. Further, our approach tempers localities' concerns about the inflexibility of the *Wireless Infrastructure NPRM/NOI*'s deemed granted proposal because the new remedy we adopt here accounts for the breadth of potentially unforeseen circumstances that individual localities may face and the possibility that additional review time may be needed in truly exceptional circumstances.[341] We further find that our interpretive framework will not be unduly burdensome on localities because a number of states have already adopted even more stringent deemed granted remedies.[342]

124. At the same time, we see merit in the argument made by some commenters that the FCC has the authority to adopt a deemed granted remedy.[343] Nonetheless, we do not find it necessary to decide

(Continued from previous page)
(citing S&P Global Market Intelligence, John Fletcher, Small Cell and Tower Projections through 2026, SNL Kagan Wireless Investor (Sept. 27, 2016)).

[336] T-Mobile Comments at 8.

[337] These numbers would escalate under WIA's estimate that 70 percent of small cell deployment applications exceed the applicable shot clock. WIA Comments at 7.

[338] *See* CTIA Comments at 9 (explaining that, "[p]articularly for small cells, the expense of litigation can rarely be justified); WIA Comments at 16 (quoting and discussing Lightower's Comments in 2016 Streamlining Public Notice); T-Mobile Comment, Attach. A at 8.

[339] *See, e.g.*, AT&T Comments at 26; CCA Comments at 7, 9, 11-12; CCA Reply at 5-6, 8; Cityscape Consultants Comments at 1; CompTIA Comments at 3; CIC Comments at 17-18; Crown Castle Comments at 23-28; Crown Castle Reply at 3; CTIA Comments at 7-9, Attach. 1 at 5, 39-43, Attach. 2 at 3, 23-24; GCI Comments at 5-9; Lightower Comments at 7, 18-19; Samsung Comments at 6; T-Mobile Comments at 13, 16, Attach. A at 25; WIA Comments at 15-17.

[340] *See, e.g.*, Arizona Munis Comments at 23; Arizona Munis Reply at 8-9; Baltimore Reply at 10; Lansing Comments at 2; Philadelphia Reply at 9-12; Torrance Comments at 1-2; CPUC Comments at 14; CWA Reply at 5; Minnesota Munis Comments at 9; *but see* CTIA Reply at 9.

[341] *See, e.g.*, Chicago Comments at 2 (contending that wireless facilities siting entails fact-specific scenarios); AASHTO Comments, Attach. at 40 (MD Dept. of Trans. SHA Comments) (describing the complexity of reviewing proposed deployments on rights-of-way); AASHTO Comments, Attach. at 51 (Wyoming DOT Comments); Baltimore Reply at 11; Philadelphia Comments at 4; Alexandria Comments at 6; Mukilteo Comments at 1; Alaska Dept. of Trans. Comments at 2; Alaska SHPO Reply at 1.

[342] *See* Fla. Stat. Ann. § 365.172(13)(d)(3.b); Ariz. Rev. Stat. Ann. § 9-594(C) (3); 53 Pa. Stat. Ann. § 11702.4; Cal. Gov't Code § 65964.1; Va. Code Ann. § 15.2-2232; Va. Code Ann. § 15.2-2316.4; Va. Code Ann. § 56-484.29; Va. Code Ann. § 56-484.28; Ky. Rev. Stat. Ann. § 100.987; N.H. Rev. Stat. Ann. § 12-K:10; Wis. Stat. Ann. § 66.0404; Kan. Stat. Ann. § 66-2019(h)(3); Del. Code Ann. tit. 17, § 1609; Iowa Code Ann. § 8C.7A(3)(c)(2); Iowa Code Ann. § 8C.4(4)(5); Iowa Code Ann. § 8C.5; Mich. Comp. Laws Ann. § 125.3514. *See also* CCA Reply at 9.

[343] *See, e.g.*, CTIA Comments at 10-11; T-Mobile Comments at 15-18, Verizon Comments at 37, 39-41, WIA Comments at 17-20.

that issue today, as we are confident that the rules and interpretations adopted here will provide substantial relief, effectively avert unnecessary litigation, allow for expeditious resolution of siting applications, and strike the appropriate balance between relevant policy considerations and statutory objectives[344] guiding our analysis.[345]

125. We expect that our decision here will result in localities addressing applications within the applicable shot clocks in a far greater number of cases. Moreover, we expect that the limited instances in which a locality does not issue a decision within that time period will result in an increase in cases where the locality then issues all needed permits. In what we expect would then be only a few cases where litigation commences, our decision makes clear the burden that localities would need to clear in those circumstances.[346] Our updated interpretation of Section 332 for Small Wireless Facilities will help courts to decide failure-to-act cases expeditiously and avoid delays in reaching final dispositions.[347]

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[344] *City of Arlington v. FCC*, 668 F.3d at 234 (noting that the purpose of Section 332(c)(7) is to balance the competing interests to preserve the traditional role of state and local governments in land use and zoning regulation and the rapid development of new telecommunications technologies).

[345] *See supra* paras. 116-7 (explaining how the remedy strikes the proper balance between competing interests). Because our approach to shot clocks involves our interpretation of Section 332(c)(7)(B)(ii) and the consequences that flow from that—and does not rely on Section 253 of the Act—we need not, and thus do not, resolve disputes about the potential use of Section 253 in this specific context, such as whether it could serve as authority for a deemed granted or similar remedy. *See, e.g.*, San Francisco Comments at 9-10; CPUC Comments at 10; Smart Cities Coal. Comments at 6-11, 21; Smart Cities Coal. Reply at 78-79; League of Az Cities and Towns *et al*. Reply at 4; Alexandria Comments at 5; Irvine Comments at 5; Minnesota Cities Comments at 11-13; Smart Cities Coal. Comments at 4; Smart Cities Coal. Reply at 78-79; Philadelphia Reply at 2, 7; Fairfax County Comments at 17; Greenlining Reply at 4; NRUC Reply at 3-5; Smart Cities Coal. Reply at 78-79; NATOA June 21, 2018 *Ex Parte* Letter. To the extent that commenters raise arguments regarding the proper interpretation of "prohibit or have the effect of prohibiting" under Section 253 or the scope of Section 253, these issues are discussed in the Declaratory Ruling, *see supra* paras. 34-40.

[346] *See* App Association Comments at 9; CCI Comments at 6-8; Conterra Comments at 14-17; ExteNet Comments at 13; T-Mobile Comments at 17; Quintillion Reply at 6; Verizon Comments at 8-18; WIA Comments at 9-10. WIA contends that adoption of a deemed granted remedy is needed because various courts faced with shot clock claims have failed to provide meaningful remedies, citing as an example a case in which the court held that the town failed to act within the shot clock period but then declined to issue an injunction directing the siting agency to grant the application. WIA Comments at 16-17. However, a number of cases involving violations of the "reasonable period of time" requirement of Section 332(c)(7)(B)(ii)—decided either before or after the promulgation of the Commission's Section 332(c)(7)(B)(ii) shot clocks—have concluded with an award of injunctive relief. *See, e.g.*, *Upstate Cellular Network v. City of Auburn*, 257 F. Supp. 3d 309, 318 (N.D.N.Y. 2017) (concluding that the siting authority's failure to act within the 150-day shot clock was unreasonable and awarding a permanent injunction in favor of the applicant); *Am. Towers, Inc. v. Wilson County*, No. 3:10-CV-1196, 2014 WL 28953, at *13–14 (M.D. Tenn. Jan. 2, 2014) (finding that the county failed to act within a reasonable period of time, as required under Section 332(c)(7)(B)(ii), and granting an injunction directing the county to approve the applications and issue all necessary authorizations for the applicant to build and operate the proposed tower); *Cincinnati Bell Wireless, LLC v. Brown County*, Ohio, No. 1:04-CV-733, 2005 WL 1629824, at *4–5 (S.D. Ohio July 6, 2005) (finding that the county failed to act within a reasonable period of time under Section 332(c)(7)(B)(ii) and awarding injunctive relief). *But see Up State Tower Co. v. Town of Kiantone*, 2017 WL 6003349 (2d Cir. 2017) (declining to reverse district court's refusal to issue injunction compelling immediate grant of application). Courts have also held "that injunctive relief best serves the TCA's stated goal of expediting resolution of" cases brought under Section 332(c)(7)(B)(v). *Cellular Tel. Co. v. Town of Oyster Bay*, 166 F.3d 490, 497 (2d Cir. 1999); *Brehmer v. Planning Bd. of Town of Wellfleet*, 238 F.3d 117, 121 (1st Cir. 2001). Under these circumstances, we do not agree with WIA that courts have failed to provide meaningful remedies to such an extent as would require the adoption of a deemed granted remedy.

[347] *Sprint Spectrum L.P. v. Zoning Bd. of Adjustment of the Borough of Paramus, N.J.*, 21 F. Supp. 3d 381, 383, 387 (D.N.J. 2014) (more than four-and-a-half years for Sprint to prevail in court), *aff'd*, 606 F. App'x 669 (3d Cir. 2015); *AT&T Mobility Servs. v. Village of Corrales*, 127 F. Supp. 3d 1169 (D.N.M.), *aff'd*, 642 Fed. App'x 886 (10th Cir. (continued….)

Placing this burden on the siting authority should address the concerns raised by supporters of a deemed granted remedy—that filing suit in court to resolve a siting dispute is burdensome and expensive on applicants, the judicial system, and citizens—because our interpretations should expedite the courts' decision-making process.

126. We find that the more specific deployment categories and shot clocks, which presumptively represent the reasonable period within which to act, will prevent the outcome proponents of a deemed granted remedy seek to avoid: that siting agencies would be forced to reject applications because they would be unable to review the applications within the prescribed shot clock period.[348] Because the more specific deployment categories and shot clocks inherently account for the nature and scope of a variety of deployment applications, our new approach should ensure that siting agencies have adequate time to process and decide applications and will minimize the risk that localities will fail to act within the established shot clock periods. Further, in cases where a siting authority misses the deadline, the opportunity to demonstrate exceptional circumstances provides an effective and flexible way for siting agencies to justify their inaction if genuinely warranted. Our overall framework, therefore, should prevent situations in which a siting authority would feel compelled to summarily deny an application instead of evaluating its merits within the applicable shot clock period.[349] We also note that if the approach we take in this Order proves insufficient in addressing the issues it is intended to resolve, we may again consider adopting a deemed granted remedy in the future.

127. Some commenters also recommend that the Commission issue a list of "Best Practices" or "Recommended Practices."[350] The joint comments filed by NATOA and other government associations suggest the "development of an informal dispute resolution process to remove parties from an adversarial relationship to a partnership process designed to bring about the best result for all involved" and the development of "a mediation program which could help facilitate negotiations for deployments for parties who seem to have reached a point of intractability."[351] Although we do not at this time adopt these proposals, we note that the steps taken in this order are intended to facilitate cooperation between parties to reach mutually agreed upon solutions. For example, as explained below, mutual agreement between the parties will toll the running of the shot clock period, thereby allowing parties to resolve disagreements in a collaborative, instead of an adversarial, setting.[352]

C. Clarification of Issues Related to All Section 332 Shot Clocks

1. Authorizations Subject to the "Reasonable Period of Time" Provision of Section 332(c)(7)(B)(ii)

128. As indicated above, Section 332(c)(7)(B)(ii) requires state and local governments to act "within a reasonable period of time" on "any request for authorization to place, construct, or modify personal wireless service facilities."[353] Neither the *2009 Declaratory Ruling* nor the *2014 Wireless*

(Continued from previous page)
2016) (nineteen months from complaint to grant of summary judgment); *Orange County–Poughkeepsie Ltd. P'ship v. Town of E. Fishkill*, 84 F. Supp. 3d 274, 293 (S.D.N.Y.), *aff'd sub nom., Orange County–County Poughkeepsie Ltd. P'ship v. Town of E. Fishkill*, 632 F. App'x 1 (2d Cir. 2015) (seventeen months from complaint to grant of summary judgment).

[348] Baltimore Reply at 12; Mukilteo Comments at 1; Cities of San Antonio *et al*. Reply at 10; Washington Munis Comments, Attach. 1 at 8-9; *but see* CTIA Reply at 9.

[349] We also note that a summary denial of a deployment application is not permitted under Section 332(c)(7)(B)(iii), which requires the siting authority to base denials on "substantial evidence contained in a written record."

[350] KS Rep. Sloan Comments at 2; Nokia Comments at 10.

[351] NATOA *et al*. Comments at 16-17.

[352] *See infra* paras. 140-1.

[353] *See* 47 U.S.C. § 332(c)(7)(B)(ii).

Infrastructure Order addressed the specific types of authorizations subject to this requirement. Industry commenters contend that the shot clocks should apply to all authorizations a locality may require, and to all aspects of and steps in the siting process, including license or franchise agreements to access ROW, building permits, public notices and meetings, lease negotiations, electric permits, road closure permits, aesthetic approvals, and other authorizations needed for deployment.[354] Local siting authorities, on the other hand, argue that a broad application of Section 332 will harm public safety and welfare by not giving them enough time to evaluate whether a proposed deployment endangers the public.[355] They assert that building and encroachment permits should not be subsumed within the shot clocks because these permits incorporate essential health and safety reviews.[356] After carefully considering these arguments, we find that "any request for authorization to place, construct, or modify personal wireless service facilities" under Section 332(c)(7)(B)(ii) means all authorizations necessary for the deployment of personal wireless services infrastructure. This interpretation finds support in the record and is consistent with the courts' interpretation of this provision and the text and purpose of the Act.

129. The starting point for statutory interpretation is the text of the statute,[357] and here, the statute is written broadly, applying to "any" request for authorization to place, construct, or modify personal wireless service facilities. The expansive modifier "any" typically has been interpreted to mean "one or some indiscriminately of whatever kind," unless Congress "add[ed] any language limiting the breadth of that word."[358] The title of Section 332(c)(7) ("Preservation of local zoning authority") does not restrict the applicability of this section to zoning permits in light of the clear text of Section 332(c)(7)(B)(ii).[359] The text encompasses not only requests for authorization to *place* personal wireless service facilities, e.g., zoning requests, but also requests for authorization to *construct* or *modify* personal wireless service facilities. These activities typically require more than just zoning permits. For example, in many instances, localities require building permits, road closure permits, and the like to make construction or modification possible.[360] Accordingly, the fact that the title standing alone could be read

[354] *See, e.g.,* CTIA Comments at 15; CTIA Reply at 10; Mobilitie Comments at 6-7; WIA Comments at 24; WIA Reply at 13; T-Mobile Comments at 21-22; CCA Reply at 9; Sprint June 18 *Ex Parte* at 3.

[355] League of Az Cities and Towns *et al*. Reply at 21-22.

[356] League of Az Cities and Towns *et al*. Reply at 21-22.

[357] *Implementation of Section 402(b)(1)(a) of the Telecommunications Act of 1996,* Notice of Proposed Rulemaking, 11 FCC Rcd 11233 (1996); *2002 Biennial Regulatory Review*, Report, 18 FCC Rcd 4726, 4731–32 (2003); *Perrin v. United States*, 444 U.S. 37, 42 (1979) ("A fundamental canon of statutory construction is that, unless otherwise defined, words will be interpreted as taking their ordinary, contemporary, common meaning."); *Communications Assistance for Law Enf't Act & Broadband Access & Servs.*, First Report and Order and Further Notice of Proposed Rulemaking, 20 FCC Rcd. 14989, 14992–93, para. 9 (2005) (interpreting an ambiguous statute by considering the "structure and history of the relevant provisions, including Congress's stated purposes" in order to "faithfully implement[] Congress's intent"); *Cohen v. JP Morgan Chase & Co.*, 498 F.3d 111, 116 (2d Cir. 2007) (using legislative history "to identify Congress's clear intent"); *Arnold v. United Parcel Serv., Inc.*, 136 F.3d 854, 858 (1st Cir. 1998) (same).

[358] *United States v. Gonzales*, 520 U.S. 1, 5 (1997) (quoting Webster's Third New International Dictionary 97 (1976)); *HUD v. Rucker*, 535 U.S. 125, 131 (2002).

[359] *See Bhd. of R. R. Trainmen v. Baltimore & O. R. Co.*, 331 U.S. 519, 528–29 (1947) ("[H]eadings and titles are not meant to take the place of the detailed provisions of the text."). Our conclusion is also consistent with our interpretation that Sections 253 and 332(c)(7) apply to fees for all applications related to a Small Wireless Facility. *See supra* para. 48.

[360] *See, e.g.,* Virginia Joint Commenters Comments at 21-22 (stating that deployment of personal wireless facilities generally requires excavation and building permits); San Francisco Comments at 4-7, 12, 20-22 (describing the permitting process in San Francisco, the layers of multi-departmental review involved, and the required authorizations before certain personal wireless facilities can be constructed); Smart Cities Coal Comments at 33-34 (describing several authorizations necessary to deploy personal wireless facilities depending on the location, e.g., public rights-of-way and other public properties, of the proposed site and the size of the proposed facility).

to limit Section 332(c)(7) to zoning decisions does not overcome the specific language of Section 332(c)(7)(B)(ii), which explicitly applies to a variety of authorizations.[361]

130. The purpose of the statute also supports a broad interpretation. As noted above, the Supreme Court has stated that the 1996 Act was enacted "to promote competition and higher quality in American telecommunications services and to encourage the rapid deployment of new telecommunications technologies" by, *inter alia*, reducing "the impediments imposed by local governments upon the installation of facilities for wireless communications, such as antenna towers."[362] A narrow reading of the scope of Section 332 would frustrate that purpose by allowing local governments to erect impediments to the deployment of personal wireless services facilities by using or creating other forms of authorizations outside of the scope of Section 332(c)(7)(B)(ii).[363] This is especially true in jurisdictions requiring multi-departmental siting review or multiple authorizations. [364]

131. In addition, our interpretation remains faithful to the purpose of Section 332(c)(7) to balance Congress's competing desires to preserve the traditional role of state and local governments in regulating land use and zoning, while encouraging the rapid development of new telecommunications technologies.[365] Under our interpretation, states and localities retain their authority over personal wireless facilities deployment. At the same time, deployment will be kept on track by ensuring that the entire approval process necessary for deployment is completed within a reasonable period of time, as defined by the shot clocks addressed in this Third Report and Order.

132. A number of courts have either explicitly or implicitly adopted the same view, that all necessary permits are subject to Section 332. For example, in *Cox Communications PCS, L.P. v. San Marcos*, the court considered an excavation permit application as falling within the parameters of Section 332.[366] In *USCOC of Greater Missouri, LLC v. County of Franklin*, the Eighth Circuit reasoned that "[t]he issuance of the requisite building permits" for the construction of a personal wireless services facility arises under Section 332(c)(7).[367] In *Ogden Fire Co. No. 1 v. Upper Chichester Township*, the Third Circuit affirmed the district court's order compelling the township to issue a building permit for the

[361] *See Bhd. of R. R. Trainmen v. Baltimore & O. R. Co.*, 331 U.S. 519, 528-29 (1947). If the title of Section 332(c)(7) were to control the interpretation of the text, it would render superfluous the provision of Section 332(c)(7)(B)(ii) that applies to "authorization to . . . construct, or modify personal wireless service facilities" and give effect only to the provision that applies to "authorization to place . . . personal wireless service facilities." This result would "flout[] the rule that 'a statute should be construed so that effect is given to all its provisions, so that no part will be inoperative or superfluous.'" *Clark v. Rameker*, 134 S. Ct. 2242, 2248 (2014) (quoting *Corley v. United* States, 556 U.S. 303, 314 (2009)).

[362] *City of Rancho Palos Verdes v. Abrams*, 544 U.S. at 115 (internal quotation marks and citations omitted).

[363] For example, if we were to interpret Section 332(c)(7)(B)(ii) to cover only zoning permits, states and localities could delay their consideration of other permits (e.g., building, electrical, road closure or other permits) to thwart the proposed deployment.

[364] *See, e.g.,* Virginia Joint Commenters Comments at 21-22; San Francisco Comments at 4-7, 12, 20-22; Smart Cities Coal. at 33-34; CTIA Comments at 15 (stating that some jurisdictions "impose multiple, sequential stages of review"); WIA Comments at 24 (noting that "[m]any jurisdictions grant the application within the shot clock period only to stall on issuing the building permit"); Verizon Comments at 6 (stating that "[a] large Southwestern city requires applicants to obtain separate and sequential approvals from three different governmental bodies before it will consider issuing a temporary license agreement to access city rights-of-way"); Sprint June 18 *Ex Parte* at 3 (noting that "after a land-use permit or attachment permit is received, many localities still require electric permits, road closure permits, aesthetic approval, and other types of reviews that can extend the time required for final permission well beyond just the initial approval.").

[365] *City of Arlington v. FCC*, 668 F.3d at 234.

[366] *Cox Communications PCS, L.P. v. San Marcos*, 204 F. Supp. 2d 1272 (S.D. Cal. 2002).

[367] *USCOC of Greater Mo., LLC v. County of Franklin*, 636 F.3d 927, 931-32 (8th Cir. 2011).

construction of a wireless facility after finding that the township had violated Section 332(c)(7).[368] In *Upstate Cellular Network v. Auburn*, the court directed the city to approve the application, including site plan approval by the planning board, granting a variance by the zoning authority, and "any other municipal approval or permission required by the City of Auburn and its boards or officers, including but not limited to, a building permit."[369] And in *PI Telecom Infrastructure V, LLC v. Georgetown–Scott County Planning Commission*, the court ordered that the locality grant "any and all permits necessary for the construction of the proposed wireless facility."[370] Our interpretation is also consistent with judicial precedents involving challenges under Section 332(c)(7)(B) to denials by a wide variety of governmental entities, many of which involved variances,[371] special use/conditional use permits,[372] land disturbing activity and excavation permits,[373] building permits,[374] and a state department of education permit to install an antenna at a high school.[375] Notably, a lot of cases have involved local agencies that are separate and distinct from the local zoning authority,[376] confirming that Section 332(c)(7)(B) is not limited in application to decisions of zoning authorities. Our interpretation also reflects the examples in the record where providers are required to obtain other types of authorizations besides zoning permits before they can "place, construct, or modify personal wireless service facilities."[377]

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[368] *Ogden Fire Co. No. 1 v. Upper Chichester TP.*, 504 F.3d 370, 395-96 (3d Cir. 2007).

[369] *Upstate Cellular Network v. Auburn*,257 F. Supp. 3d 309, 319 (N.D.N.Y. 2017).

[370] *PI Telecom Infrastructure V, LLC v. Georgetown–Scott County Planning Commission*, 234 F. Supp. 3d 856, 872 (E.D. Ky. 2017). *Accord T-Mobile Ne. LLC v. Lowell*, Civil Action No. 11–11551–NMG, 2012 WL 6681890, *6-7, *11 (D. Mass. Nov. 27, 2012) (directing the zoning board "to issue all permits and approvals necessary for the construction of the plaintiffs' proposed telecommunications facility"); *New Par v. Franklin County Bd. of Zoning Appeals*, No. 2:09–cv–1048, 2010 WL 3603645, *4 (S.D. Ohio Sept. 10, 2010) (enjoining the zoning board to "grant the application and issue all permits required for the construction of the" proposed wireless facility).

[371] *See, e.g., New Par v. City of Saginaw*, 161 F. Supp. 2d 759, 760 (E.D. Mich. 2001), *aff'd*, 301 F.3d 390 (6th Cir. 2002)

[372] *See, e.g., Virginia Metronet, Inc. v. Bd. of Sup'rs of James City County*, 984 F. Supp. 966, 968 (E.D. Va. 1998); *Cellular Tel. Co. v. Town of Oyster Bay*, 166 F.3d 490, 491 (2nd Cir. 1999); *T-Mobile Cent., LLC v. Unified Gov't of Wyandotte County*, 546 F.3d 1299, 1303 (10th Cir. 2008); T-*Mobile USA, Inc. v. City of Anacortes*, 572 F.3d 987, 989 (9th Cir. 2009); *Helcher v. Dearborn County*, 595 F.3d 710, 713–14 (7th Cir. 2010); *AT&T Wireless Servs. of California LLC v. City of Carlsbad*, 308 F. Supp. 2d 1148, 1152 (S.D. Cal. 2003); *Primeco Pers. Commc'ns v. City of Mequon*, 242 F. Supp. 2d 567, 570 (E.D. Wis.), *aff'd sub nom., PrimeCo Pers. Commc'ns, L.P. v. City of Mequon*, 352 F.3d 1147 (7th Cir. 2003); *Preferred Sites, LLC v. Troup County*, 296 F.3d 1210, 1212 (11th Cir. 2002).

[373] *See, e.g., Tennessee ex rel. Wireless Income Properties, LLC v. City of Chattanooga*, 403 F.3d 392, 394 (6th Cir. 2005); *Cox Commc'ns PCS, L.P. v. San Marcos*, 204 F. Supp. 2d 1272 (S.D. Cal. 2002).

[374] *See, e.g., Upstate Cellular Network v. Auburn*, 257 F. Supp. 3d 309 (N.D.N.Y. 2017); *Ogden Fire Co. No. 1 v. Upper Chichester Twp.*, 504 F.3d 370, 395-96 (3rd Cir. 2007).

[375] *Sprint Spectrum, L.P. v. Mills*, 65 F. Supp. 2d 148, 150 (S.D.N.Y. 1999), *aff'd*, 283 F.3d 404 (2d Cir. 2002).

[376] *See, e.g., Tennessee ex rel. Wireless Income Properties, LLC v. City of Chattanooga*, 403 F.3d 392, 394 (6th Cir. 2005) (city public works department); *Sprint PCS Assets, L.L.C. v. City of Palos Verdes Estates*, 583 F.3d 716, 720 (9th Cir. 2009) (city public works director, city planning commission, and city council); *Sprint Spectrum, L.P. v. Mills*, 65 F. Supp. 2d at 150 (New York State Department of Education).

[377] *See, e.g.*, Virginia Joint Commenters Comments at 21-22 (stating that deployment of personal wireless facilities generally requires excavation and building permits); San Francisco Comments at 4-7, 12, 20-22 (describing the permitting process in San Francisco, the layers of multi-departmental review involved, and the required authorizations before certain personal wireless facilities can be constructed); Smart Cities Coal. Comments at 33-34 (describing several authorizations necessary to deploy personal wireless facilities depending on the location, e.g., public rights-of-way and other public properties, of the proposed site and the size of the proposed facility).

133. We reject the argument that this interpretation of Section 332 will harm the public because it would "mean that building and safety officials would have potentially only a few days to evaluate whether a proposed deployment endangers the public."[378] Building and safety officials will be subject to the same applicable shot clock as all other siting authorities involved in processing the siting application, with the amount of time allowed varying in the rare case where officials are unable to meet the shot clock because of exceptional circumstances.

2. Codification of Section 332 Shot Clocks

134. In addition to establishing two new Section 332 shot clocks for Small Wireless Facilities, we take this opportunity to codify our two existing Section 332 shot clocks for siting applications that do not involve Small Wireless Facilities. In the *2009 Declaratory Ruling*, the Commission found that 90 days is a reasonable time frame for processing collocation applications and 150 days is a reasonable time frame to process applications other than collocations.[379] Since these Section 332 shot clocks were adopted as part of a declaratory ruling, they were not codified in our rules. In the *Wireless Infrastructure NPRM/NOI*, the Commission sought comment on whether to modify these shot clocks.[380] We find no need to modify them here and will continue to use these shot clocks for processing Section 332 siting applications that do not involve Small Wireless Facilities.[381] We do, though, codify these two existing shot clocks in our rules alongside the two newly-adopted shot clocks so that all interested parties can readily find the shot clock requirements in one place.

135. While some commenters argue for a 60-day shot clock for all collocation categories,[382] we conclude that we should retain the existing 90-day shot clock for collocations not involving Small Wireless Facilities. Collocations that do not involve Small Wireless Facilities include deployments of larger antennas and other equipment that may require additional time for localities to review and process.[383] For similar reasons, we maintain the existing 150-day shot clock for new construction applications that are not for Small Wireless Facilities. While some industry commenters such as WIA, Samsung, and Crown Castle argue for a 90-day shot clock for macro cells and small cells alike, we agree with commenters such as the City of New Orleans that there is a significant difference between the review of applications for a single 175-foot tower versus the review of a Small Wireless Facility with much smaller dimensions.[384]

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[378] League of Az Cities and Towns *et al*. Reply at 21-22.

[379] *2009 Declaratory Ruling*, 24 FCC Rcd at 14012-013, paras. 45, 48.

[380] *Wireless Infrastructure NPRM/NOI*, 24 FCC Rcd at 3332-33, 3334, 3337-38, paras. 6, 9, 17-19.

[381] Chicago Comments at 2 (supporting maintaining existing shot clocks); Bellevue *et al*. Comments at 13-14 (supporting maintaining existing shot clocks).

[382] CCIA Comments at 10; CCA Comments at 13-14; CCA Reply at 6 (arguing for 30-day shot clock for collocations and a 60-to-75-day shot clock for all other siting applications); WIA Reply at 21. *See also* Letter from Jill Canfield, NTCA Vice President Legal & Industry and Assistant General Counsel, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 17-79, at 2 (filed June 19, 2018) (stating that NTCA supports a revised interpretation of the phrase "reasonable period of time" as found in Section 332(c) (7)(B)(ii) of the Communications Act as applicable to small cell facilities. Sixty days for collocations and 90 days for all other small cell siting applications should provide local officials sufficient time for review of requests to install small cell facilities in public rights-of-way).

[383] *Wireless Infrastructure Second R&O*, FCC 18-30 at paras. 74-76.

[384] New Orleans Comments at 2-3; Samsung Comments at 4-5 (arguing that the Commission should reduce the shot clock applicable to new construction from 150 days to 90 days); Crown Castle Comments at 29 (stating that a 90-day shot clock for new facilities is appropriate for macro cells and small cells alike, to the extent such applications require review under Section 332 at all); TX Hist. Comm. Comments at 2 (arguing that the reasonable periods of time that the FCC proposed in 2009, 90 days for collocation applications and 150 days for other applications appear to be appropriate); WIA Comments at 20-23; WIA Reply at 11 (arguing for a 90-day shot clock for applications

(continued….)

3. Collocations on Structures Not Previously Zoned for Wireless Use

136. Wireless industry commenters assert that they should be able to take advantage of the Section 332 collocation shot clock even when collocating on structures that have not previously been approved for wireless use.[385] Siting agencies respond that the wireless industry is effectively seeking to have both the collocation definition and a reduced shot clock apply to sites that have never been approved by the local government as suitable for wireless facility deployment.[386] We take this opportunity to clarify that for purposes of the Section 332 shot clocks, attachment of facilities to existing structures constitutes collocation, regardless whether the structure or the location has previously been zoned for wireless facilities. As the Commission stated in the *2009 Declaratory Ruling*, "an application is a request for collocation if it does not involve a 'substantial increase in the size of a tower' as defined in the Nationwide Programmatic Agreement (NPA) for the Collocation of Wireless Antennas."[387] The definition of "[c]ollocation" in the NPA provides for the "mounting or installation of an antenna on an existing tower, *building or structure* for the purpose of transmitting and/or receiving radio frequency signals for communications purposes, *whether or not there is an existing antenna on the structure.*"[388] The NPA's definition of collocation explicitly encompasses collocations on structures and buildings that have not yet been zoned for wireless use. To interpret the NPA any other way would be unduly narrow and there is no persuasive reason to accept a narrower interpretation. This is particularly true given that the NPA definition of collocation stands in direct contrast with the definition of collocation in the Spectrum Act, pursuant to which facilities only fall within the scope of an "eligible facilities request" if they are attached to towers or base stations that have already been zoned for wireless use.[389]

4. When Shot Clocks Start and Incomplete Applications

137. In the *2014 Wireless Infrastructure Order*, the Commission clarified, among other things, that a shot clock begins to run when an application is first submitted, not when the application is deemed complete.[390] The clock can be paused, however, if the locality notifies the applicant within 30 days that the application is incomplete.[391] The locality may pause the clock again if it provides written notice within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information.[392] In the *Wireless Infrastructure NPRM/NOI*, the Commission

(Continued from previous page)
involving substantial modifications, including tower extensions; and a 120-day shot clock for applications for all other facilities, including new macro sites); CTIA Reply at 3 (stating that the Commission should shorten the shot clocks to 90 days for new facilities).

[385] AT&T Comments at 10; AT&T Reply at 9; Verizon Reply at 32; WIA Comments at 22; ExteNet Comments at 9.

[386] Bellevue *et al.* Reply at 6-7 (arguing that the Commission has rejected this argument twice and instead determined that a collocation occurs when a wireless facility is attached to an existing infrastructure that houses wireless communications facilities; San Francisco Reply at 7-8 (arguing that under Commission definitions, a utility pole is neither an existing base station nor a tower; thus, the Commission simply cannot find that adding wireless facilities to utility pole that has not previously been used for wireless facilities is an eligible facilities request).

[387] *2009 Declaratory Ruling*, 24 FCC Rcd at 14012, para 46.

[388] 47 CFR Part 1, App. B, NPA, Subsection C, Definitions.

[389] *See* 47 CFR § 1.40001(b)(3), (4), (5) (definitions of eligible facilities request, eligible support structure, and existing). Each of these definitions refers to facilities that have already been approved under local zoning or siting processes.

[390] *2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12970, at para. 258.

[391] *2009 Declaratory Ruling*, 24 FCC Rcd at 14014, paras. 52-53 (providing that the "timeframes do not include the time that applicants take to respond to State and local governments' requests for additional information").

[392] *2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12970, para. 259.

sought comment on these determinations.[393] Localities contend that the shot clock period should not begin until the application is deemed complete.[394] Industry commenters argue that the review period for incompleteness should be decreased from 30 days to 15 days.[395]

138. Based on the record, we find no cause to alter the Commission's prior determinations and now codify them in our rules. Codified rules, easily accessible to applicants and localities alike, should provide helpful clarity. The complaints by states and localities about the sufficiency of some of the applications they receive are adequately addressed by our current policy, which preserves the states' and localities' ability to pause review when they find an application to be incomplete. We do not find it necessary at this point to shorten our 30-day initial review period for completeness because, as was the case when this review period was adopted in the *2009 Declaratory Ruling*, it remains consistent with review periods for completeness under existing state wireless infrastructure deployment statutes[396] and still "gives State and local governments sufficient time for reviewing applications for completeness, while protecting applicants from a last minute decision that an application should be denied as incomplete."[397]

139. As noted above, multiple authorizations may be required before a deployment is allowed to move forward. For instance, a locality may require a zoning permit, a building permit, an electrical permit, a road closure permit, and an architectural or engineering permit for an applicant to place, construct, or modify its proposed personal wireless service facilities. [398] All of these permits are subject to Section 332's requirement to act within a reasonable period of time, and thus all are subject to the shot clocks we adopt or codify here.

140. We also find that mandatory pre-application procedures and requirements do not toll the shot clocks. [399] Industry commenters claim that some localities impose burdensome pre-application requirements before they will start the shot clock.[400] Localities counter that in many instances, applicants submit applications that are incomplete in material respects, that pre-application interactions smooth the application process, and that many of their pre-application requirements go to important health and safety

[393] *Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3338, para. 20.

[394] *See, e.g.*, Maine DOT Comments at 2-3; Philadelphia Comments at 6; League of Az Cities and Towns *et al.* at 4, 8-9.

[395] Verizon Comments at 43. *See* Sprint June 18 *Ex Parte* at 2 (asserting that the shot clocks should begin to run when the application is complete and that a siting authority should review the application for completeness within the first 15 days of receipt or it would waive the right to object on that basis).

[396] Most states have a 30-day review period for incompleteness. *See, e.g.*, Colo. Rev. Stat. Ann. § 29-27-403; Ga. Code Ann. § 36-66B-5; Iowa Code Ann. § 8C.4; Kan. Stat. Ann. § 66-2019; Minn. Stat. Ann. § 237.163(3c)(b); 53 Pa. Stat. Ann. § 11702.4(b)(1); Cal. Gov't Code § 65943. A minority of states have adopted either a longer or shorter review period for incompleteness, ranging from 5 days to 45 days. *See* N.C. Gen. Stat. Ann. § 153A-349.53 (45 days); Wash. Rev. Code Ann. § 36.70B.070 (28 days); N.H. Rev. Stat. Ann. § 12-K:10 (15 days); Del. Code Ann. tit. 17, § 1609 (14 days); Va. Code Ann. §§ 15.2-2316.4; 56-484.28; 56-484.29 (10 days); Wis. Stat. Ann. § 66.0404(3) (5 days).

[397] *2009 Declaratory Ruling*, 24 FCC Rcd at 14014-15, para. 53.

[398] *See* Sprint June 18 *Ex Parte* at 3; *cf.* Virginia Joint Commenters Comments at 21-22; San Francisco Comments at 4-7, 12, 20-22; CTIA Comments at 15 ("The Commission should declare that the shot clocks apply to the entire local review process.").

[399] *Wireless Infrastructure NPRM/NOI*, 32 FCC Rcd at 3338, para. 20.

[400] *See, e.g.*, CCA Reply at 7 (noting also that some localities unreasonably request additional information after submission that is either already provided or of unreasonable scope); GCI Comments at 8-9; WIA Comments at 24; Crown Castle Comments at 21-22; CTIA Reply at 21; CIC Comments at 18; WIA Reply at 14; Conterra Comments at 2-3; Crown Castle Comments at 30-31; CTIA Comments at 15; ExteNet Comments at 4, 15-16; Mobilitie Comments at 6; T-Mobile Comments at 21-22; Verizon Comment at 42-43; AT&T Comments at 26.

matters.[401] We conclude that the ability to toll a shot clock when an application is found incomplete or by mutual agreement by the applicant and the siting authority should be adequate to address these concerns. Much like a requirement to file applications one after another, requiring pre-application review would allow for a complete circumvention of the shot clocks by significantly delaying their start date. An application is not ruled on within "a reasonable period of time after the request is duly filed" if the state or locality takes the full ordinary review period after having delayed the filing in the first instance due to required pre-application review. Indeed, requiring a pre-application review before an application may be filed is similar to imposing a moratorium, which the Commission has made clear does not stop the shot clocks from running.[402] Therefore, we conclude that if an applicant proffers an application, but a state or locality refuses to accept it until a pre-application review has been completed,[403] the shot clock begins to run when the application is proffered. In other words, the request is "duly filed" at that time,[404] notwithstanding the locality's refusal to accept it.

141. That said, we encourage *voluntary* pre-application discussions, which may well be useful to both parties. The record indicates that such meetings can clarify key aspects of the application review process, especially with respect to large submissions or applicants new to a particular locality's processes, and may speed the pace of review.[405] To the extent that an applicant voluntarily engages in a pre-application review to smooth the way for its filing, the shot clock will begin when an application is filed, presumably after the pre-application review has concluded.

142. We also reiterate, consistent with the *2009 Declaratory Ruling*, that the remedies granted under Section 332(c)(7)(B)(v) are independent of, and in addition to, any remedies that may be available under state or local law.[406] Thus, where a state or locality has established its own shot clocks, an

[401] *See, e.g.*, Philadelphia Reply at 9 (arguing that shot clocks should not run until a complete application with a full set of engineering drawings showing the placement, size and weight of the equipment, and a fully detailed structural analysis is submitted, to assess the safety of proposed installations); Philadelphia Comments at 6; League of Az Cities and Towns *et al*. Comments at 4 (arguing that the shot clock should not begin until after an application has been "duly filed," because "some applicants believe the shot clock commences to run no matter how they submit their request, or how inadequate their submittal may be"); Colorado Comm. and Utility All. *et al*. Comments at 14 (explaining that the pre-application meetings are intended "to give prospective applicants an opportunity to discuss code and regulatory provisions with local government staff, and gain a better understanding of the process that will be followed, in order to increase the probability that once an application is filed, it can proceed smoothly to final decision"); Smart Cities Coal. Comments at 15, 35 (pre-application procedures "may translate into faster consideration of individual applications over the longer term, as providers and communities alike, gain a better understanding of what is required of them, and providers submit applications that are tailored to community requirements"); UT Dept. of Trans. Comments at 5 ("The purpose of the pre-application access meeting is to help the entity or person with the application and provide information concerning the requirements contained in the rule."); CCUA *at al*. Reply at 6 ("[Pre-application meetings] provide an opportunity for informal discussion between prospective applicants and the local jurisdiction. Pre-application meetings serve to educate, answer questions, clarify process issues, and ultimately result in a more efficient process from application filing to final action."); AASHTO Comments, Attach. at 3 (GA Dept. of Trans. contending that pre-application procedures "should be encouraged and separated from an 'official' "application submittal"); League of Az Cities and Towns *et al*. Comments at 5-7 (providing examples of incomplete applications).

[402] *2014 Wireless Infrastructure Order*, 29 FCC Rcd at 12971, at para. 265.

[403] *See, e.g.*, CCA Reply at 7; GCI Comments at 8-9; WIA Comments at 24; Crown Castle Comments at 21-22; CTIA Reply at 21; CIC Comments at 18; WIA Reply at 14; Conterra Comments at 2-3; Crown Castle Comments at 30-31; CTIA Comments at 15; ExteNet Comments at 4, 15-16; Mobilitie Comments at 6; T-Mobile Comments at 21-22; Verizon Comment at 42-43; AT&T Comments at 26.

[404] 47 U.S.C. § 332(c)(7)(B)(ii).

[405] *See* Colorado Comm. and Utility All. *et al*. Comments at 14; Smart Cities Coal. Comments at 15, 35; Utah Dept. of Trans. Comments at 5; CCUA *et al*. Reply at 6; Mukilteo Reply, Docket No. WC 17-84, at 1 (filed July 10, 2017).

[406] *2009 Declaratory Ruling*, 24 FCC Rcd at 14013-14, para. 50.

applicant may pursue any remedies granted under state or local law in cases where the siting authority fails to act within those shot clocks.[407] However, the applicant must wait until the Commission shot clock period has expired to bring suit for a "failure to act" under Section 332(c)(7)(B)(v).[408]

V. PROCEDURAL MATTERS

143. *Final Regulatory Flexibility Analysis*. With respect to this Third Report and Order, a Final Regulatory Flexibility Analysis (FRFA) is contained in Appendix C. As required by Section 603 of the Regulatory Flexibility Act, the Commission has prepared a FRFA of the expected impact on small entities of the requirements adopted in this Third Report and Order. The Commission will send a copy of the Third Report and Order, including the FRFA, to the Chief Counsel for Advocacy of the Small Business Administration.

144. *Paperwork Reduction Act*. This Third Report and Order does not contain new or revised information collection requirements subject to the Paperwork Reduction Act of 1995 (PRA), Public Law 104-13.

145. *Congressional Review Act*. The Commission will send a copy of this Declaratory Ruling and Third Report and Order in a report to be sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act (CRA), *see* 5 U.S.C. § 801(a)(1)(A).

VI. ORDERING CLAUSES

146. Accordingly, IT IS ORDERED, pursuant to Sections 1, 4(i)-(j), 7, 201, 253, 301, 303, 309, 319, and 332 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i)-(j), 157, 201, 253, 301, 303, 309, 319, 332, that this Declaratory Ruling and Third Report and Order in WT Docket No. 17-79 IS hereby ADOPTED.

147. IT IS FURTHER ORDERED that Part 1 of the Commission's Rules is AMENDED as set forth in Appendix A, and that these changes SHALL BE EFFECTIVE 30 days after publication in the Federal Register.

148. IT IS FURTHER ORDERED that this Third Report and Order SHALL BE effective 30 days after its publication in the Federal Register. The Declaratory Ruling and the obligations set forth therein ARE EFFECTIVE on the same day that this Third Report and Order becomes effective. It is our intention in adopting the foregoing Declaratory Ruling and these rule changes that, if any provision of the Declaratory Ruling or the rules, or the application thereof to any person or circumstance, is held to be unlawful, the remaining portions of such Declaratory Ruling and the rules not deemed unlawful, and the application of such Declaratory Ruling and the rules to other person or circumstances, shall remain in effect to the fullest extent permitted by law.

149. IT IS FURTHER ORDERED that the Commission's Consumer & Governmental Affairs Bureau, Reference Information Center, SHALL SEND a copy of this Declaratory Ruling and Third Report and Order, including the Final Regulatory Flexibility Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

150. IT IS FURTHER ORDERED that this Declaratory Ruling and Third Report and Order SHALL BE sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act, *see* 5 U.S.C. 801(a)(1)(A).

FEDERAL COMMUNICATIONS COMMISSION

[407] *2009 Declaratory Ruling*, 24 FCC Rcd at 14013-14, para. 50.

[408] 47 U.S.C. § 332(c)(7)(B)(v).

Marlene H. Dortch
Secretary

APPENDIX A

Final Rules

Streamlining State and Local Review of Wireless Facility Siting Applications

Part 1 – Practice and Procedure

1. authority citation for Part 1 continues to read as follows:

AUTHORITY: 47 U.S.C. 151, 154(i) and (j), 155, 157, 160, 201, 224, 225, 227, 303, 309, 310, 332, 1403, 1404, 1451, 1452, and 1455.

2. Add subpart U to Part 1 of Title 47 to read as follows:

Subpart U—State and Local Government Regulation of the Placement, Construction, and Modification of Personal Wireless Service Facilities

§ 1.6001 Purpose.

This subpart implements 47 U.S.C. 332(c)(7) and 1455.

§ 1.6002 Definitions.

Terms used in this subpart have the following meanings:

(a) *Action* or *to act* on a siting application means a siting authority's grant of a siting application or issuance of a written decision denying a siting application.

(b) *Antenna*, consistent with Rule 1.1320(d), means an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to Commission authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under part 15 of this title.

(c) *Antenna equipment*, consistent with Rule 1.1320(d), means equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when collocated on a structure, is mounted or installed at the same time as such antenna.

(d) *Antenna facility* means an antenna and associated antenna equipment.

(e) *Applicant* means a person or entity that submits a siting application and the agents, employees, and contractors of such person or entity.

(f) *Authorization* means any approval that a siting authority must issue under applicable law prior to the deployment of personal wireless service facilities, including, but not limited to, zoning approval and building permit.

(g) *Collocation*, consistent with the Nationwide Programmatic Agreement (NPA) for the Collocation of Wireless Antennas, means—

(1) Mounting or installing an antenna facility on a pre-existing structure, and/or

(2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

(h) *Deployment* means placement, construction, or modification of a personal wireless service facility.

(i) *Facility* or *personal wireless service facility* means an antenna facility or a structure that is used for the provision of personal wireless service, whether such service is provided on a stand-alone basis or commingled with other wireless communications services.

(j) *Siting application* or *application* means a written submission to a siting authority requesting authorization for the deployment of a personal wireless service facility at a specified location.

(k) *Siting authority* means a State government, local government, or instrumentality of a State government or local government, including any official or organizational unit thereof, whose authorization is necessary prior to the deployment of personal wireless service facilities.

(l) *Small wireless facility*, consistent with Section 1.1312(e)(2), is a facility that meets each of the following conditions:

(1) The structure on which antenna facilities are mounted—

(i) Is 50 feet or less in height, or

(ii) Is no more than 10 percent taller than other adjacent structures, or

(iii) Is not extended to a height of more than 10 percent above its preexisting height as a result of the collocation of new antenna facilities; and

(2) Each antenna (excluding associated antenna equipment) is no more than three cubic feet in volume; and

(3) All antenna equipment associated with the facility (excluding antennas) are cumulatively no more than 28 cubic feet in volume; and

(4) The facility does not require antenna structure registration under part 17 of this chapter;

(5) The facility is not located on Tribal lands, as defined under 36 C.F.R. § 800.16(x); and

(6) The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in Rule 1.1307(b)

(m) *Structure* means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of services).

Terms not specifically defined in this section or elsewhere in this subpart have the meanings defined in Part 1 of Title 47 and the Communications Act of 1934, 47 U.S.C. § 151 *et seq*.

§ 1.6003 Reasonable periods of time to act on siting applications

(a) *Timely action required.* A siting authority that fails to act on a siting application on or before the shot clock date for the application, as defined in paragraph (e) of this section, is presumed not to have acted within a reasonable period of time.

(b) *Shot clock period*. The shot clock period for a siting application is the sum of—

(1) the number of days of the presumptively reasonable period of time for the pertinent type of application, pursuant to paragraph (c) of this section, plus

(2) the number of days of the tolling period, if any, pursuant to paragraph (d) of this section.

(c) *Presumptively reasonable periods of time*.

(1) The following are the presumptively reasonable periods of time for action on applications seeking authorization for deployments in the categories set forth below:

(i) Collocation of small wireless facilities: 60 days.

(ii) Collocation of facilities other than small wireless facilities: 90 days.

(iii) Construction of new small wireless facilities: 90 days.

(iv) Construction of new facilities other than small wireless facilities: 150 days.

(2) *Batching*.

(i) If a single application seeks authorization for multiple deployments, all of which fall within a category set forth in either paragraph (c)(1)(i) or paragraph (c)(1)(iii) of this section, then the presumptively reasonable period of time for the application as a whole is equal to that for a single deployment within that category.

(ii) If a single application seeks authorization for multiple deployments, the components of which are a mix of deployments that fall within paragraph (c)(1)(i) and deployments that fall within paragraph (c)(1)(iii) of this section, then the presumptively reasonable period of time for the application as a whole is 90 days.

(iii) Siting authorities may not refuse to accept applications under paragraphs (c)(2)(i) and (c)(2)(ii).

(d) *Tolling period*. The tolling period for an application (if any) is—

(1) The period of time established by written agreement of the applicant and the siting authority; or

(2) The number of days from—

(i) The day after the date when the siting authority notifies the applicant in writing that the application is materially incomplete and clearly and specifically identifies the missing documents or information that the applicant must submit to render the application complete, until

(ii) The date when the applicant submits all the documents and information identified by the siting authority to render the application complete,

(iii) But only if the notice pursuant to paragraph (d)(2)(i) is effectuated on or before the 30th day after the date when the application was submitted; or

(3) The number of days from—

(i) The day after the date when the siting authority notifies the applicant in writing that the applicant's supplemental submission was not sufficient to render the application complete and clearly and specifically identifies the missing documents or information that need to be submitted based on the siting authority's original request under paragraph (d)(2) of this section, until

(ii) The date when the applicant submits all the documents and information identified by the siting authority to render the application complete,

(iii) But only if the notice pursuant to paragraph (d)(3)(i) is effectuated on or before the 10th day after the date when the applicant makes a supplemental submission in response to the siting authority's request under paragraph (d)(2) of this section

(e) *Shot clock date*. The shot clock date for a siting application is determined by counting forward, beginning on the day after the date when the application was submitted, by the number of calendar days of the shot clock period identified pursuant to paragraph (b) of this section and including any pre-application period asserted by the siting authority; *provided*, that if the date calculated in this manner is a "holiday" as defined in Rule 1.4(e)(1) or a legal holiday within the relevant State or local jurisdiction, the shot clock date is the next business day after such date. The term "business day" means any day as defined in Rule 1.4(e)(2) and any day that is not a legal holiday as defined by the State or local jurisdiction.

1. Redesignate section 1.40001 as section 1.6100, and remove and reserve paragraph (a).

2. Remove subpart CC.

APPENDIX B
Comments and Reply Comments

Comments

5G Americas
Aaron Rosenzweig
ACT | The App Association
Advisory Council on Historic Preservation
Advisors to the International EMF Scientist Appeal
African American Mayors Association
Agua Caliente Band of Cahuilla Indians Tribal Historic Preservation Office
Alaska Department of Transportation & Public Facilities
Alaska Native Health Board
Alaska Office of History and Archaeology
Alexandra Ansell
American Association of State Highway and Transportation Officials
American Bird Conservancy
American Cable Association
American Petroleum Institute
American Public Power Association
Angela Fox
Arctic Slope Regional Corporation
Arizona State Parks & Trails, State Historic Preservation Office
Arkansas SHPO
Arnold A. McMahon
Association of American Railroads
AT&T
B. Golomb
Bad River Band of Lake Superior Tribe of Chippewa Indians
Benjamin L. Yousef
BioInitiative Working Group
Blue Lake Rancheria
Board of County Road Commissioners of the County of Oakland
Bristol Bay Area Health Corporation
Cahuilla Band of Indians
California Office of Historic Preservation, Department of Parks and Recreation
California Public Utilities Commission
Cape Cod Bird Club, Inc.
Catawba Indian Nation Tribal Historic Preservation Office
Charter Communications, Inc.
Cheyenne River Sioux Tribe Cultural Preservation Office
Chickasaw Nation
Chippewa Cree Tribe
Choctaw Nation of Oklahoma
Chuck Matzker
Cindy Li
Cindy Russell
Cities of San Antonio, Texas; Eugene, Oregon; Bowie, Maryland; Huntsville, Alabama; and Knoxville, Tennessee
Citizen Potawatomi Nation
Citizens Against Government Waste
City and County of San Francisco
City of Alexandria, Virginia; Arlington County, Virginia; and Henrico County, Virginia

City of Arlington, Texas
City of Austin, Texas
City of Bellevue, City of Bothell, City of Burien, City of Ellensburg, City of Gig Harbor, City of Kirkland, City of Mountlake Terrace, City of Mukilteo, City of Normandy Park, City of Puyallup, City of Redmond, and City of Walla Walla
City of Chicago
City of Claremont (Tony Ramos, City Manager)
City of Eden Prairie, MN
City of Houston
City of Irvine, California
City of Kenmore, Washington, and David Baker, Vice-Chair, National League of Cities Information Technology and Communications Committee
City of Lansing, Michigan
City of Mukilteo
City of New Orleans, Louisiana
City of New York
City of Philadelphia
City of Springfield, Oregon
Cityscape Consultants, Inc.
Coalition for American Heritage, Society for American Archaeology, American Cultural Resources Association, Society for Historical Archaeology, and American Anthropological Association
Colorado Communications and Utility Alliance (CCUA), Rainier Communications Commission (RCC), City of Seattle, Washington, City of Tacoma, Washington, King County, Washington, Jersey Access Group (JAG), and Colorado Municipal League (CML)
Colorado River Indian Tribes
Colorado State Historic Preservation Office
Comcast Corporation
Commissioner Sal Pace, Pueblo Board of County Commissioners
Community Associations Institute
Competitive Carriers Association
CompTIA (The Computing Technology Industry Association)
Computer & Communications Industry Association (CCIA)
Confederated Tribes of the Colville Reservation
Confederated Tribes of the Umatilla Indian Reservation Cultural Resources Protection Program
Consumer Technology Association
Conterra Broadband Services, Southern Light, LLC, and Uniti Group, Inc.
Critical Infrastructure Coalition
Crow Creek Sioux Tribe
Crown Castle
CTIA
CTIA and Wireless Infrastructure Association
David Roetman, Minnehaha County GOP Chairman
Defenders of Wildlife
Department of Arkansas Heritage (Arkansas Historic Preservation Program)
DuPage Mayors and Managers Conference
East Bay Municipal Utility District
Eastern Shawnee Tribe of Oklahoma
Edward Czelada
Elijah Mondy
Elizabeth Doonan
Ellen Marks
EMF Safety Network, Ecological Options Network

Environmental Health Trust
ExteNet Systems, Inc.
Fairfax County, Virginia
FibAire Communications, LLC d/b/a AireBeam
Florida Coalition of Local Governments
Fond du Lac Band of Lake Superior Chippewa
Forest County Potawatomi Community of Wisconsin
Fort Belknap Indian Community
Free State Foundation
General Communication, Inc.
Georgia Department of Transportation
Georgia Historic Preservation Division
Georgia Municipal Association, Inc.
Gila River Indian Community
Greywale Advisors
History Colorado (Colorado State Historic Preservation Office)
Hongwei Dong
Hualapai Department of Cultural Resources
Illinois Department of Transportation
Illinois Municipal League
INCOMPAS
Information Technology and Innovation Foundation
International Telecommunications Users Group
Jack Li
Jackie Cale
Jerry Day
Joel M. Moskowitz, Ph.D.
Jonathan Mirin
Joyce Barrett
Karen Li
Karen Spencer
Karon Gubbrud
Kate Kheel
Kaw Nation
Kevin Mottus
Keweenaw Bay Indian Community
Kialegee Tribal Town
League of Arizona Cities and Towns, League of California Cities, and League of Oregon Cities
League of Minnesota Cities
Leo Cashman
Lower Brule Sioux Tribe
Li Sun
Lightower Fiber Networks
Lisbeth Britt
Lower Brule Sioux Tribe
Maine Department of Transportation
Marty Feffer
Mary Whisenand, Iowa Governor’s Commission on Community Action Agencies
Mashantucket (Western) Pequot Tribe
Mashpee Wampanoag Tribe
Matthew Goulet
Mayor Patrick Furey, City of Torrance, California

McLean Citizens Association
Miami Tribe of Oklahoma
Missouri State Historic Preservation Office
Mobile Future
Mobilitie, LLC
Mohegan Tribe of Indians of Connecticut
Montana State Historic Preservation Office
Monte R. Lee and Company
Muckleshoot Indian Tribe
Muscogee (Creek) Nation
National Association of Tower Erectors (NATE)
National Association of Tribal Historic Preservation Officers
National Black Caucus of State Legislators
National Conference of State Historic Preservation Officers
National Congress of American Indians
National Congress of American Indians, National Association of Tribal Historic Preservation Officers, and United South and Eastern Tribes Sovereignty Protection Fund
National Congress of American Indians and United South and Eastern Tribes Sovereignty Protection Fund
National League of Cities
National League of Cities, United States Conference of Mayors, International Municipal Lawyers Association, Government Finance Officers Association, National Association of Counties, National Association of Regional Councils, National Association of Towns and Townships, and National Association of Telecommunications Officers and Advisors
National Tribal Telecommunications Association
National Trust for Historic Preservation
Native Public Media
NATOA
Natural Resources Defense Council
Navajo Nation and the Navajo Nation Telecommunications Regulatory Commission
Naveen Albert
NCTA – The Internet & Television Association
nepsa solutions LLC
New Mexico Department of Cultural Affairs, Historic Preservation Division
Nez Perce Tribe
Nina Beety
Nokia
North Carolina State Historic Preservation Office
Northern Cheyenne Tribal Historic Preservation Office
NTCA – The Rural Broadband Association
Office of Historic Preservation for the Mashantucket Pequot Tribal Nation of Connecticut
Ohio State Historic Preservation Office
Oklahoma History Center State Historic Preservation Office
Olemara Peters
Omaha Tribe of Nebraska
ONE Media, LLC
Oregon State Historic Preservation Office
Osage Nation
Otoe-Missouria Tribe
Pala Band of Mission Indians
Patrick Wronkiewicz
Pechanga Band of Luiseno Indians

Pennsylvania State Historic Preservation Office
Prairie Island Indian Community
PTA-FLA, Inc .
Pueblo of Laguna
Pueblo of Pojoaque
Pueblo of Tesuque
Puerto Rico State Historic Preservation Office
Quad Cities Cable Communications Commission
Quapaw Tribe of Oklahoma
R Street Institute
Rebecca Carol Smith
Red Cliff Band of Lake Superior Chippewa
Representative Tom Sloan, State of Kansas House of Representatives
Representatives Anna G. Eshoo, Frank Pallone, Jr., and Raul Ruiz, U.S. House of Representatives
Rhode Island Historical Preservation and Heritage Commission
Rosebud Sioux Tribe Tribal Historic Preservation Cultural Resource Management Office
Ronald M. Powell, Ph.D.
S. Quick
Sacred Wind Communications, Inc.
Samsung Electronics America, Inc.
Santa Clara Pueblo
Sault Ste. Marie Tribe of Chippewa Indians
SCAN NATOA, Inc.
Seminole Nation of Oklahoma
Seminole Tribe of Florida
Senator Duane Ankney, Montana State Senate
Shawnee Tribe
Sisseton Wahpeton Oyate
Skokomish Indian Tribe Tribal Historic Preservation Office
Skull Valley Band of Goshute
Smart Communities and Special Districts Coalition
Soula Culver
Sprint
Standing Rock Sioux Tribe
Starry, Inc.
State of Washington Department of Archaeology & Historic Preservation
Sue Present
Swinomish Indian Tribal Community
Table Mountain Rancheria Tribal Government Office
Tanana Chiefs Conference
Telecommunications Industry Association
Texas Department of Transportation
Texas Historical Commission
Thlopthlocco Tribal Town
T-Mobile USA, Inc.
Tonkawa Tribe of Oklahoma
Triangle Communication System, Inc.
Twenty-Nine Palms Band of Mission Indians
United Keetoowah Band of Cherokee Indians In Oklahoma
Utah Department of Transportation
Ute Mountain Ute Tribe
Utilities Technology Council

Verizon
Wampanoag Tribe of Gay Head (Aquinnah)
WEC Energy Group, Inc.
Wei Shen
Wei-Ching Lee, MD, California Medical Association Delegate of Los Angeles County
Winnebago Tribe of Nebraska
Wireless Infrastructure Association
Wireless Internet Service Providers Association
Xcel Energy Services Inc.

Reply Comments
Alaska State Historic Preservation Office
American Cable Association
American Public Power Association
Association of American Railroads
California Public Utilities Commission
Catherine Kleiber
Chippewa Cree Tribe
Cities of San Antonio, Texas; Eugene, Oregon; Bowie, Maryland; Huntsville, Alabama; and Knoxville, Tennessee
City of Baltimore, Maryland
City of New York
City of Philadelphia
Colorado Communications and Utility Alliance (CCUA), Rainier Communications Commission (RCC), City of Seattle, Washington, City of Tacoma, Washington, King County, Washington, Jersey Access Group (JAG), and Colorado Municipal League (CML)
Comcast Corporation
Communications Workers of America
Competitive Carriers Association
Consumer Technology Association
Conterra Broadband Services, Southern Light, LLC, and Uniti Group Inc.
Critical Infrastructure Coalition
CTIA
Dan Kleiber
Enterprise Wireless Alliance
Environmental Health Trust
ExteNet Systems, Inc.
Florida Coalition of Local Governments
Confederated Tribes of Grand Ronde Community of Oregon Historic Preservation Department
INCOMPAS
Irregulators
League of Arizona Cities and Towns, League of California Cities, and League of Oregon Cities
National Association of Regulatory Utility Commissioners
National Association of Telecommunications Officers and Advisors, National League of Cities, National Association of Towns and Townships, National Association of Regional Councils, United States Conference of Mayors, and Government Finance Officers Association
National Congress of American Indians, United South and Eastern Tribes Sovereignty Protection Fund, and National Association of Tribal Historic Preservation Officers
National Organization of Black Elected Legislative (NOBEL) Women
National Rural Electric Cooperative Association
Navajo Nation and the Navajo Nation Telecommunications Regulatory Commission
NCTA – The Internet & Television Association

Pueblo of Acoma
Puerto Rico Telephone Company, Inc., d/b/a Claro
Quintillion Networks, LLC, and Quintillion Subsea Operations, LLC
Rebecca Carol Smith
SDN Communications
Skyway Towers, LLC
SmallCellSite.Com
Smart Communities and Special Districts Coalition
Sue Present
The Greenlining Institute
T-Mobile USA, Inc.
Triangle Communication System, Inc.
United States Conference of Mayors
Verizon
Washington, D.C. Office of the Chief Technology Officer
Wireless Internet Service Providers Association
Xcel Energy Services Inc.

APPENDIX C

Final Regulatory Flexibility Analysis

1. As required by the Regulatory Flexibility Act of 1980, as amended (RFA),[409] an Initial Regulatory Flexibility Analysis (IRFA) was incorporated in the *Notice of Proposed Rulemaking* (*NPRM*), released in April 2017.[410] The Commission sought written public comment on the proposals in the *NPRM*, including comment on the IRFA. The comments received are addressed below in Section B. This present Final Regulatory Flexibility Analysis (FRFA) conforms to the RFA.[411]

A. Need for and Objectives of the Rules

2. In the *Third Report and Order*, the Commission continues its efforts to promote the timely buildout of wireless infrastructure across the country by eliminating regulatory impediments that unnecessarily delay bringing personal wireless services to consumers. The record shows that lengthy delays in approving siting applications by siting agencies has been a persistent problem.[412] With this in mind, the *Third Report and Order* establishes and codifies specific rules concerning the amount of time siting agencies may take to review and approve certain categories of wireless infrastructure siting applications. More specifically, the Commission addresses its Section 332 shot clock rules for infrastructure applications which will be presumed reasonable under the Communications Act. As an initial matter, the Commission establishes two new shot clocks for Small Wireless Facilities applications. For collocation of Small Wireless Facilities on preexisting structures, the Commission adopts a 60-day shot clock which applies to both individual and batched applications. For applications associated with Small Wireless Facilities new construction we adopt a 90-day shot clock for both individual and batched applications.[413] Next, the Commission codifies two existing Section 332 shot clocks for all other Non-Small Wireless Facilities that were established in the *2009 Declaratory Ruling* without codification.[414] These existing shot clocks require 90-days for processing of all other Non-Small Wireless Facilities collocation applications, and 150-days for processing of all other Non-Small Wireless Facilities applications other than collocations.

3. The Commission then addresses other issues related to both the existing and new shot clocks. In particular we address the specific types of authorizations subject to the "Reasonable Period of Time" provisions of Section 332(c)(7)(B)(ii), finding that "any request for authorization to place, construct, or modify personal wireless service facilities" under Section 332(c)(7)(B)(ii) means all authorizations a locality may require, and to all aspects of and steps in the siting process, including license or franchise agreements to access ROW, building permits, public notices and meetings, lease negotiations, electric permits, road closure permits, aesthetic approvals, and other authorizations needed for deployment of personal wireless services infrastructure.[415] The Commission also addresses collocation on structures not previously zoned for wireless use,[416] when the four Section 332 shot clocks

[409] *See* 5 U.S.C. § 603. The RFA, *see* 5 U.S.C. §§ 601 – 612, has been amended by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA), Pub. L. No. 104-121, Title II, 110 Stat. 857 (1996).

[410] *See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Deployment*, Notice of Proposed Rulemaking, 32 FCC Rcd 3330 (2017).

[411] *See* 5 U.S.C. § 604.

[412] *See supra* paras. 23-9.

[413] *See supra* paras. 107, 109-12.

[414] *See supra* paras. 134-5; *2009 Declaratory Ruling*.

[415] *See supra* paras. 128-33.

[416] *See supra* para. 138.

begin to run, [417] the impact of incomplete applications on our Section 332 shot clocks,[418] and how state imposed shot clocks effect our Section 332 shot clocks.[419]

4. Finally, the Commission discuss the appropriate judicial remedy that applicants may pursue in cases where a siting authority fails to act within the applicable shot clock period.[420] In those situations, applicants may commence an action in a court of competent jurisdiction alleging a violation of Section 332(c)(7)(B)(i)(II) and seek injunctive relief granting the application. Notwithstanding the availability of a judicial remedy if a shot clock deadline is missed, the Commission recognizes that the Section 332 time frames might not be met in exceptional circumstances and has refined its interpretation of the circumstances when a period of time longer than the relevant shot clock would nonetheless be a reasonable period of time for action by a siting agency.[421] In addition, a siting authority that is subject to a court action for missing an applicable shot clock deadline has the opportunity to demonstrate that the failure to act was reasonable under the circumstances and, therefore, did not materially limit or inhibit the applicant from introducing new services or improving existing services thereby rebutting the effective prohibition presumption.

5. The rules adopted in the *Third Report and Order* will accelerate the deployment of wireless infrastructure needed for the mobile wireless services of the future, while preserving the fundamental role of localities in this process. Under the Commission's new rules, localities will maintain control over the placement, construction and modification of personal wireless facilities, while at the same time the Commission's new process will streamline the review of wireless siting applications.

B. Summary of Significant Issues Raised by Public Comments in Response to the IRFA

6. Only one party—the Smart Cities and Special Districts Coalition—filed comments specifically addressing the rules and policies proposed in the IRFA. They argue that any shortening or alternation of the Commission's existing shot clocks or the adoption of a deemed granted remedy will adversely affect small local governments, special districts, property owners, small developers, and others by placing their siting applications behind wireless provider siting applications.[422] This argument, however, fails to acknowledge that Section 332 shot clocks have been in place for years and reflect Congressional intent as seen in the statutory language of Section 332. The Commission has carefully considered this issue and has established shot clocks that take into consideration the nature and scope of siting requests by establishing shot clocks of different lengths of time that depend on the nature of the siting request at issue. [423] The length of these shot clocks is based in part on the need to ensure that local governments have ample time to take any steps needed to protect public safety and welfare and to process other pending utility applications.[424] The Commission, therefore, has taken into consideration the concerns of the Smart Cities and Special Districts Coalition and established shot clocks that will not favor wireless providers over other applicants with pending siting applications. Further, instead of adopting a deemed granted remedy that would grant a siting application when a shot clock lapses without a decision on the merits, the Commission provides guidance as to the appropriate judicial remedy that applicants may pursue and examples of exceptional circumstance where a siting authority may be justified in

[417] *See supra* paras. 137-42.

[418] *Id*.

[419] *See supra* para. 142.

[420] *See supra* paras. 112-27

[421] *See supra* para. 126.

[422] Smart Cities Coal. Comments at 81.

[423] *See supra* paras. 101-8, 134-5.

[424] *See supra id*.

needing additional time to review a siting application then the applicable shot clock allows.[425] Under this approach, the applicant may seek injunctive relief as long as several minimum requirements are met. The siting authority, however, can rebut the presumptive reasonableness of the applicable shot clock under certain circumstances. Under this carefully crafted approach, the interests of siting applicants, siting authorities, and citizens are protected.

C. Response to Comments by the Chief Counsel for Advocacy of the Small Business Administration

7. Pursuant to the Small Business Jobs Act of 2010, which amended the RFA, the Commission is required to respond to any comments filed by the Chief Counsel for Advocacy of the Small Business Administration (SBA), and to provide a detailed statement of any change made to the proposed rules as a result of those comments.[426]

8. The Chief Counsel did not file any comments in response to the proposed rules in this proceeding.

D. Description and Estimate of the Number of Small Entities to Which the Rules Will Apply

9. The RFA directs agencies to provide a description of, and where feasible, an estimate of the number of small entities that may be affected by the rules adopted herein.[427] The RFA generally defines the term "small entity" as having the same meaning as the terms "small business," "small organization," and "small governmental jurisdiction."[428] In addition, the term "small business" has the same meaning as the term "small business concern" under the Small Business Act.[429] A "small business concern" is one which: (1) is independently owned and operated; (2) is not dominant in its field of operation; and (3) satisfies any additional criteria established by the SBA.[430]

10. *Small Businesses, Small Organizations, Small Governmental Jurisdictions*. Our actions, over time, may affect small entities that are not easily categorized at present. We therefore describe here, at the outset, three broad groups of small entities that could be directly affected herein.[431] First, while there are industry specific size standards for small businesses that are used in the regulatory flexibility analysis, according to data from the SBA's Office of Advocacy, in general a small business is an independent business having fewer than 500 employees.[432] These types of small businesses represent 99.9 percent of all businesses in the United States which translates to 28.8 million businesses.[433]

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[425] *See supra* paras. 112-127.

[426] 5 U.S.C. § 604(a)(3).

[427] *See* 5 U.S.C. § 604(a)(3).

[428] 5 U.S.C. § 601(6).

[429] 5 U.S.C. § 601(3) (incorporating by reference the definition of "small-business concern" in the Small Business Act, 15 U.S.C. § 632). Pursuant to 5 U.S.C. § 601(3), the statutory definition of a small business applies "unless an agency, after consultation with the Office of Advocacy of the Small Business Administration and after opportunity for public comment, establishes one or more definitions of such term which are appropriate to the activities of the agency and publishes such definition(s) in the Federal Register."

[430] 15 U.S.C. § 632.

[431] *See* 5 U.S.C. § 601(3)-(6).

[432] *See* SBA, Office of Advocacy, "Frequently Asked Questions, Question 1 – What is a small business?" https://www.sba.gov/sites/default/files/advocacy/SB-FAQ-2016_WEB.pdf (June 2016).

[433] *See* SBA, Office of Advocacy, "Frequently Asked Questions, Question 2- How many small businesses are there in the U.S.?" https://www.sba.gov/sites/default/files/advocacy/SB-FAQ-2016_WEB.pdf (June 2016).

11. Next, the type of small entity described as a "small organization" is generally "any not-for-profit enterprise which is independently owned and operated and is not dominant in its field."[434] Nationwide, as of August 2016, there were approximately 356,494 small organizations based on registration and tax data filed by nonprofits with the Internal Revenue Service (IRS).[435]

12. Finally, the small entity described as a "small governmental jurisdiction" is defined generally as "governments of cities, counties, towns, townships, villages, school districts, or special districts, with a population of less than fifty thousand."[436] U.S. Census Bureau data from the 2012 Census of Governments[437] indicate that there were 90,056 local governmental jurisdictions consisting of general purpose governments and special purpose governments in the United States.[438] Of this number there were 37, 132 General purpose governments (county[439], municipal and town or township[440]) with populations of less than 50,000 and 12,184 Special purpose governments (independent school districts[441] and special districts[442]) with populations of less than 50,000. The 2012 U.S. Census Bureau data for most types of governments in the local government category show that the majority of these governments have

[434] 5 U.S.C. § 601(4).

[435] Data from the Urban Institute, National Center for Charitable Statistics (NCCS) reporting on nonprofit organizations registered with the IRS was used to estimate the number of small organizations. Reports generated using the NCCS online database indicated that as of August 2016 there were 356,494 registered nonprofits with total revenues of less than $100,000. Of this number 326,897 entities filed tax returns with 65,113 registered nonprofits reporting total revenues of $50,000 or less on the IRS Form 990-N for Small Exempt Organizations and 261,784 nonprofits reporting total revenues of $100,000 or less on some other version of the IRS Form 990 within 24 months of the August 2016 data release date. *See* http://nccs.urban.org/sites/all/nccs-archive/html//tablewiz/tw.php where the report showing this data can be generated by selecting the following data fields: Report: "The Number and Finances of All Registered 501(c) Nonprofits"; Show: "Registered Nonprofits"; By: "Total Revenue Level (years 1995, Aug to 2016, Aug)"; and For: "2016, Aug" then selecting "Show Results".

[436] 5 U.S.C. § 601(5).

[437] *See* 13 U.S.C. § 161. The Census of Government is conducted every five (5) years compiling data for years ending with "2" and "7". *See also* Program Description Census of Government *https://factfinder.census.gov/faces/affhelp/jsf/pages/metadata.xhtml?lang=en&type=program&id=program.en.COG#*.

[438] *See* U.S. Census Bureau, 2012 Census of Governments, Local Governments by Type and State: 2012 - United States-States. https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG02.US01. Local governmental jurisdictions are classified in two categories - General purpose governments (county, municipal and town or township) and Special purpose governments (special districts and independent school districts).

[439] *See* U.S. Census Bureau, 2012 Census of Governments, County Governments by Population-Size Group and State: 2012 - United States-States. https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG06.US01. There were 2,114 county governments with populations less than 50,000.

[440] *See* U.S. Census Bureau, 2012 Census of Governments, Subcounty General-Purpose Governments by Population-Size Group and State: 2012 - United States – States. https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG07.US01. There were 18,811 municipal and 16,207 town and township governments with populations less than 50,000.

[441] *See* U.S. Census Bureau, 2012 Census of Governments, Elementary and Secondary School Systems by Enrollment-Size Group and State: 2012 - United States-States. https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG11.US01. There were 12,184 independent school districts with enrollment populations less than 50,000.

[442] *See* U.S. Census Bureau, 2012 Census of Governments, Special District Governments by Function and State: 2012 - United States-States. https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG09.US01. The U.S. Census Bureau data did not provide a population breakout for special district governments.

populations of less than 50,000.[443] Based on this data we estimate that at least 49,316 local government jurisdictions fall in the category of "small governmental jurisdictions."[444].

13. *Wireless Telecommunications Carriers (except Satellite).* This industry comprises establishments engaged in operating and maintaining switching and transmission facilities to provide communications via the airwaves. Establishments in this industry have spectrum licenses and provide services using that spectrum, such as cellular services, paging services, wireless Internet access, and wireless video services.[445] The appropriate size standard under SBA rules is that such a business is small if it has 1,500 or fewer employees.[446] For this industry, U.S. Census data for 2012 show that there were 967 firms that operated for the entire year.[447] Of this total, 955 firms had employment of 999 or fewer employees and 12 had employment of 1000 employees or more.[448] Thus under this category and the associated size standard, the Commission estimates that the majority of wireless telecommunications carriers (except satellite) are small entities.

14. The Commission's own data—available in its Universal Licensing System—indicate that, as of May 17, 2018, there are 264 Cellular licensees that will be affected by our actions.[449] The Commission does not know how many of these licensees are small, as the Commission does not collect that information for these types of entities. Similarly, according to Commission data, 413 carriers reported that they were engaged in the provision of wireless telephony, including cellular service, Personal Communications Service (PCS), and Specialized Mobile Radio (SMR) Telephony services.[450] Of this total, an estimated 261 have 1,500 or fewer employees and 152 have more than 1,500 employees.[451] Thus, using available data, we estimate that the majority of wireless firms can be considered small.

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[443] *See* U.S. Census Bureau, 2012 Census of Governments, **C**ounty Governments by Population-Size Group and State: 2012 - United States-States - https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG06.US01; Subcounty General-Purpose Governments by Population-Size Group and State: 2012 - United States–States - https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG07.US01; and Elementary and Secondary School Systems by Enrollment-Size Group and State: 2012 - United States-States. https://factfinder.census.gov/bkmk/table/1.0/en/COG/2012/ORG11.US01. While U.S. Census Bureau data did not provide a population breakout for special district governments, if the population of less than 50,000 for this category of local government is consistent with the other types of local governments the majority of the 38, 266 special district governments have populations of less than 50,000.

[444] *Id.*

[445] U.S. Census Bureau, 2012 NAICS Definitions, "517210 Wireless Telecommunications Carriers (Except Satellite)," *See* https://factfinder.census.gov/faces/affhelp/jsf/pages/metadata.xhtml?lang=en&typib&id=ib.en./ECN.NAICS2012.517210.

[446] 13 CFR § 121.201, NAICS Code 517210.

[447] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ5, *Information: Subject Series: Estab and Firm Size: Employment Size of Firms for the U.S.: 2012* NAICS Code 517210, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ5//naics~517210.

[448] *Id*. Available census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is for firms with "1000 employees or more."

[449] *See* http://wireless.fcc.gov/uls. For the purposes of this FRFA, consistent with Commission practice for wireless services, the Commission estimates the number of licensees based on the number of unique FCC Registration Numbers.

[450] *See* Federal Communications Commission, Wireline Competition Bureau, Industry Analysis and Technology Division, Trends in Telephone Service at Table 5.3 (Sept. 2010) (*Trends in Telephone Service*), https://apps.fcc.gov/edocs_public/attachmatch/DOC-301823A1.pdf.

[451] *See id*.

15. *Personal Radio Services.* Personal radio services provide short-range, low-power radio for personal communications, radio signaling, and business communications not provided for in other services. Personal radio services include services operating in spectrum licensed under Part 95 of our rules.[452] These services include Citizen Band Radio Service, General Mobile Radio Service, Radio Control Radio Service, Family Radio Service, Wireless Medical Telemetry Service, Medical Implant Communications Service, Low Power Radio Service, and Multi-Use Radio Service.[453] There are a variety of methods used to license the spectrum in these rule parts, from licensing by rule, to conditioning operation on successful completion of a required test, to site-based licensing, to geographic area licensing. All such entities in this category are wireless, therefore we apply the definition of Wireless Telecommunications Carriers (except Satellite), pursuant to which the SBA's small entity size standard is defined as those entities employing 1,500 or fewer persons.[454] For this industry, U.S. Census data for 2012 show that there were 967 firms that operated for the entire year.[455] Of this total, 955 firms had employment of 999 or fewer employees and 12 had employment of 1000 employees or more.[456] Thus under this category and the associated size standard, the Commission estimates that the majority of firms can be considered small. We note however that many of the licensees in this category are individuals and not small entities. In addition, due to the mostly unlicensed and shared nature of the spectrum utilized in many of these services, the Commission lacks direct information upon which to base an estimation of the number of small entities that may be affected by our actions in this proceeding.

16. *Public Safety Radio Licensees.* Public Safety Radio Pool licensees as a general matter, include police, fire, local government, forestry conservation, highway maintenance, and emergency medical services.[457] Because of the vast array of public safety licensees, the Commission has not developed a small business size standard specifically applicable to public safety licensees. The closest applicable SBA category is Wireless Telecommunications Carriers (except Satellite) which encompasses business entities engaged in radiotelephone communications. The appropriate size standard for this

[452] 47 CFR Part 90.

[453] The Citizens Band Radio Service, General Mobile Radio Service, Radio Control Radio Service, Family Radio Service, Wireless Medical Telemetry Service, Medical Implant Communications Service, Low Power Radio Service, and Multi-Use Radio Service are governed by subpart D, subpart A, subpart C, subpart B, subpart H, subpart I, subpart G, and subpart J, respectively, of Part 95 of the Commission's rules. *See generally* 47 CFR Part 95.

[454] 13 CFR § 121.201, NAICS Code 517312.

[455] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ5, *Information: Subject Series: Estab and Firm Size: Employment Size of Firms for the U.S.: 2012* NAICS Code 517210, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ5//naics~517210.

[456] *Id.* Available census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is for firms with "1000 employees or more."

[457] *See* subparts A and B of Part 90 of the Commission's Rules, 47 CFR §§ 90.1-90.22. Police licensees serve state, county, and municipal enforcement through telephony (voice), telegraphy (code), and teletype and facsimile (printed material). Fire licensees are comprised of private volunteer or professional fire companies, as well as units under governmental control. Public Safety Radio Pool licensees also include state, county, or municipal entities that use radio for official purposes. State departments of conservation and private forest organizations comprise forestry service licensees that set up communications networks among fire lookout towers and ground crews. State and local governments are highway maintenance licensees that provide emergency and routine communications to aid other public safety services to keep main roads safe for vehicular traffic. Emergency medical licensees use these channels for emergency medical service communications related to the delivery of emergency medical treatment. Additional licensees include medical services, rescue organizations, veterinarians, persons with disabilities, disaster relief organizations, school buses, beach patrols, establishments in isolated areas, communications standby facilities, and emergency repair of public communications facilities.

category under SBA rules is that such a business is small if it has 1,500 or fewer employees. [458] For this industry, U.S. Census data for 2012 show that there were 967 firms that operated for the entire year.[459] Of this total, 955 firms had employment of 999 or fewer employees and 12 had employment of 1000 employees or more.[460] Thus under this category and the associated size standard, the Commission estimates that the majority of firms can be considered small. With respect to local governments, in particular, since many governmental entities comprise the licensees for these services, we include under public safety services the number of government entities affected. According to Commission records, there are a total of approximately 133,870 licenses within these services.[461] There are 3,121 licenses in the 4.9 GHz band, based on an FCC Universal Licensing System search of March 29, 2017.[462] We estimate that fewer than 2,442 public safety radio licensees hold these licenses because certain entities may have multiple licenses.

17. *Private Land Mobile Radio Licensees*. Private land mobile radio (PLMR) systems serve an essential role in a vast range of industrial, business, land transportation, and public safety activities. These radios are used by companies of all sizes operating in all U.S. business categories. Because of the vast array of PLMR users, the Commission has not developed a small business size standard specifically applicable to PLMR users. The closest applicable SBA category is Wireless Telecommunications Carriers (except Satellite) which encompasses business entities engag*ed in radiotelephone communications.*[463] The appropriate size standard for this category under SBA rules is that such a business is small if it has 1,500 or fewer employees.[464] For this industry, U.S. Census data for 2012 show that there were 967 firms that operated for the entire year.[465] Of this total, 955 firms had employment of 999 or fewer employees and 12 had employment of 1000 employees or more.[466] Thus under this category and the associated size standard, the Commission estimates that the majority of PLMR Licensees are small entities.

[458] *See* 13 CFR § 121.201, NAICS Code 517210.

[459] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ5, *Information: Subject Series: Estab and Firm Size: Employment Size of Firms for the U.S.: 2012* NAICS Code 517210. https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ5//naics~517210.

[460] *Id*. Available census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is for firms with "1000 employees or more."

[461] This figure was derived from Commission licensing records as of June 27, 2008. Licensing numbers change daily. We do not expect this number to be significantly smaller as of the date of this order. This does not indicate the number of licensees, as licensees may hold multiple licenses. There is no information currently available about the number of public safety licensees that have less than 1,500 employees.

[462] Based on an FCC Universal Licensing System search of March 29, 2017. Search parameters: Radio Service = PA – Public Safety 4940-4990 MHz Band; Authorization Type = Regular; Status = Active.

[463] U.S. Census Bureau, 2012 NAICS Definitions, "517210 Wireless Telecommunications Carriers (Except Satellite)," *See* https://factfinder.census.gov/faces/affhelp/jsf/pages/metadata.xhtml?lang=en&type=ib&id=ib.en./ECN.NAICS2012.517210 (last visited Mar. 6, 2018).

[464] *See* 13 CFR § 121.201, NAICS Code 517210.

[465] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ5, *Information: Subject Series: Estab and Firm Size: Employment Size of Firms for the U.S.: 2012* NAICS Code 517210. https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ5//naics~517210.

[466] *Id*. Available census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is for firms with "1000 employees or more."

18. According to the Commission's records, a total of approximately 400,622 licenses comprise PLMR users.[467] Of this number there are a total of 3,374 licenses in the frequencies range 173.225 MHz to 173.375 MHz, which is the range affected by the *Third Report and Order*.[468] The Commission does not require PLMR licensees to disclose information about number of employees, and does not have information that could be used to determine how many PLMR licensees constitute small entities under this definition. The Commission however believes that a substantial number of PLMR licensees may be small entities despite the lack of specific information.

19. *Multiple Address Systems***.** Entities using Multiple Address Systems (MAS) spectrum, in general, fall into two categories: (1) those using the spectrum for profit-based uses, and (2) those using the spectrum for private internal uses. With respect to the first category, Profit-based Spectrum use, the size standards established by the Commission define "small entity" for MAS licensees as an entity that has average annual gross revenues of less than $15 million over the three previous calendar years.[469] A "Very small business" is defined as an entity that, together with its affiliates, has average annual gross revenues of not more than $3 million over the preceding three calendar years.[470] The SBA has approved these definitions.[471] The majority of MAS operators are licensed in bands where the Commission has implemented a geographic area licensing approach that requires the use of competitive bidding procedures to resolve mutually exclusive applications.

20. The Commission's licensing database indicates that, as of April 16, 2010, there were a total of 11,653 site-based MAS station authorizations. Of these, 58 authorizations were associated with common carrier service. In addition, the Commission's licensing database indicates that, as of April 16, 2010, there were a total of 3,330 Economic Area market area MAS authorizations. The Commission's licensing database also indicates that, as of April 16, 2010, of the 11,653 total MAS station authorizations, 10,773 authorizations were for private radio service. In 2001, an auction for 5,104 MAS licenses in 176 EAs was conducted.[472] Seven winning bidders claimed status as small or very small businesses and won 611 licenses. In 2005, the Commission completed an auction (Auction 59) of 4,226 MAS licenses in the Fixed Microwave Services from the 928/959 and 932/941 MHz bands. Twenty-six winning bidders won a total of 2,323 licenses. Of the 26 winning bidders in this auction, five claimed small business status and won 1,891 licenses.

21. With respect to the second category, Internal Private Spectrum use consists of entities that use, or seek to use, MAS spectrum to accommodate their own internal communications needs, MAS serves an essential role in a range of industrial, safety, business, and land transportation activities. MAS radios are used by companies of all sizes, operating in virtually all U.S. business categories, and by all types of public safety entities. For the majority of private internal users, the definition developed by the SBA would be more appropriate than the Commission's definition. The closest applicable definition of a

[467] This figure was derived from Commission licensing records as of September 19, 2016. Licensing numbers change on a daily basis. This does not indicate the number of licensees, as licensees may hold multiple licenses. There is no information currently available about the number of PLMR licensees that have fewer than 1,500 employees.

[468] This figure was derived from Commission licensing records as of August 16, 2013. Licensing numbers change daily. We do not expect this number to be significantly smaller as of the date of this order. This does not indicate the number of licensees, as licensees may hold multiple licenses. There is no information currently available about the number of licensees that have fewer than 1,500 employees.

[469] *See Amendment of the Commission's Rules Regarding Multiple Address Systems*, Report and Order, 15 FCC Rcd 11956, 12008 para. 123 (2000).

[470] *Id*.

[471] *See* Letter from Aida Alvarez, Administrator, Small Business Administration, to Thomas Sugrue, Chief, Wireless Telecommunications Bureau, FCC (June 4, 1999).

[472] *See Multiple Address Systems Spectrum Auction Closes*, Public Notice, 16 FCC Rcd 21011 (2001).

small entity is the "Wireless Telecommunications Carriers (except Satellite)" definition under the SBA rules.[473] The appropriate size standard under SBA rules is that such a business is small if it has 1,500 or fewer employees.[474] For this category, U.S. Census data for 2012 show that there were 967 firms that operated for the entire year.[475] Of this total, 955 firms had employment of 999 or fewer employees and 12 had employment of 1000 employees or more.[476] Thus under this category and the associated small business size standard, the Commission estimates that the majority of firms that may be affected by our action can be considered small.

22. *Broadband Radio Service and Educational Broadband Service.* Broadband Radio Service systems, previously referred to as Multipoint Distribution Service (MDS) and Multichannel Multipoint Distribution Service (MMDS) systems, and "wireless cable," transmit video programming to subscribers and provide two-way high-speed data operations using the microwave frequencies of the Broadband Radio Service (BRS) and Educational Broadband Service (EBS) (previously referred to as the Instructional Television Fixed Service (ITFS)).[477]

23. *BRS* - In connection with the 1996 BRS auction, the Commission established a small business size standard as an entity that had annual average gross revenues of no more than $40 million in the previous three calendar years.[478] The BRS auctions resulted in 67 successful bidders obtaining licensing opportunities for 493 Basic Trading Areas (BTAs). Of the 67 auction winners, 61 met the definition of a small business. BRS also includes licensees of stations authorized prior to the auction. At this time, we estimate that of the 61 small business BRS auction winners, 48 remain small business licensees. In addition to the 48 small businesses that hold BTA authorizations, there are approximately there are approximately 86 incumbent BRS licensees that are considered small entities (18 incumbent BRS licensees do not meet the small business size standard).[479] After adding the number of small business auction licensees to the number of incumbent licensees not already counted, we find that there are currently approximately 133 BRS licensees that are defined as small businesses under either the SBA or the Commission's rules.

24. In 2009, the Commission conducted Auction 86, the sale of 78 licenses in the BRS areas.[480] The Commission offered three levels of bidding credits: (i) a bidder with attributed average annual gross revenues that exceed $15 million and do not exceed $40 million for the preceding three years (small business) received a 15 percent discount on its winning bid; (ii) a bidder with attributed average annual gross revenues that exceed $3 million and do not exceed $15 million for the preceding

[473] 13 CFR § 121.201, NAICS Code 517210.

[474] *Id*.

[475] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ5, *Information: Subject Series: Estab and Firm Size: Employment Size of Firms for the U.S.: 2012* NAICS Code 517210, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ5//naics~517210.

[476] *Id*. Available census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is for firms with "1000 employees or more."

[477] *Amendment of Parts 21 and 74 of the Commission's Rules with Regard to Filing Procedures in the Multipoint Distribution Service and in the Instructional Television Fixed Service and Implementation of Section 309(j) of the Communications Act—Competitive Bidding*, Report and Order, 10 FCC Rcd 9589, 9593, para. 7 (1995).

[478] 47 CFR § 21.961(b)(1).

[479] 47 U.S.C. § 309(j). Hundreds of stations were licensed to incumbent MDS licensees prior to implementation of Section 309(j) of the Communications Act of 1934, 47 U.S.C. § 309(j). For these pre-auction licenses, the applicable standard is SBA's small business size standard of 1500 or fewer employees.

[480] *Auction of Broadband Radio Service (BRS) Licenses, Scheduled for October 27, 2009, Notice and Filing Requirements, Minimum Opening Bids, Upfront Payments, and Other Procedures for Auction 86*, Public Notice, 24 FCC Rcd 8277 (2009).

three years (very small business) received a 25 percent discount on its winning bid; and (iii) a bidder with attributed average annual gross revenues that do not exceed $3 million for the preceding three years (entrepreneur) received a 35 percent discount on its winning bid.[481] Auction 86 concluded in 2009 with the sale of 61 licenses.[482] Of the ten winning bidders, two bidders that claimed small business status won 4 licenses; one bidder that claimed very small business status won three licenses; and two bidders that claimed entrepreneur status won six licenses.

25. *EBS* - The Educational Broadband Service has been included within the broad economic census category and SBA size standard for Wired Telecommunications Carriers since 2007. Wired Telecommunications Carriers are comprised of establishments primarily engaged in operating and/or providing access to transmission facilities and infrastructure that they own and/or lease for the transmission of voice, data, text, sound, and video using wired telecommunications networks. Transmission facilities may be based on a single technology or a combination of technologies.[483] The SBA's small business size standard for this category is all such firms having 1,500 or fewer employees.[484] U.S. Census Bureau data for 2012 show that there were 3,117 firms that operated that year.[485] Of this total, 3,083 operated with fewer than 1,000 employees.[486] Thus, under this size standard, the majority of firms in this industry can be considered small. In addition to Census Bureau data, the Commission's Universal Licensing System indicates that as of October 2014, there are 2,206 active EBS licenses. The Commission estimates that of these 2,206 licenses, the majority are held by non-profit educational institutions and school districts, which are by statute defined as small businesses.[487]

26. *Location and Monitoring Service (LMS).* LMS systems use non-voice radio techniques to determine the location and status of mobile radio units. For purposes of auctioning LMS licenses, the Commission has defined a "small business" as an entity that, together with controlling interests and affiliates, has average annual gross revenues for the preceding three years not to exceed $15 million.[488] A "very small business" is defined as an entity that, together with controlling interests and affiliates, has average annual gross revenues for the preceding three years not to exceed $3 million.[489] These definitions

[481] *Id.* at 8296 para. 73.

[482] *Auction of Broadband Radio Service Licenses Closes, Winning Bidders Announced for Auction 86, Down Payments Due November 23, 2009, Final Payments Due December 8, 2009, Ten-Day Petition to Deny Period*, Public Notice, 24 FCC Rcd 13572 (2009).

[483] U.S. Census Bureau, 2017 NAICS Definitions, "517311 Wired Telecommunications Carriers,", https://www.census.gov/cgi-bin/sssd/naics/naicsrch?code=517110&search=2017.

[484] *See* 13 CFR § 121.201. The Wired Telecommunications Carrier category formerly used the NAICS code of 517110. As of 2017 the U.S. Census Bureau definition shows the NAICs code as 517311 for Wired Telecommunications Carriers. *See*, https://www.census.gov/cgi-bin/sssd/naics/naicsrch?code=517311&search=2017.

[485] *See* U.S. Census Bureau, *2012 Economic Census of the United States*, Table No. EC1251SSSZ5, *Information: Subject Series - Estab & Firm Size: Employment Size of Firms: 2012* (517110 Wired Telecommunications Carriers). https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ5//naics~517110.

[486] *Id.*

[487] The term "small entity" within SBREFA applies to small organizations (non-profits) and to small governmental jurisdictions (cities, counties, towns, townships, villages, school districts, and special districts with populations of less than 50,000). 5 U.S.C. §§ 601(4)-(6).

[488] *Amendment of Part 90 of the Commission's Rules to Adopt Regulations for Automatic Vehicle Monitoring Systems*, Second Report and Order, 13 FCC Rcd 15182, 15192 para. 20 (1998); *see also* 47 CFR § 90.1103.

[489] *Id.*

have been approved by the SBA.[490] An auction for LMS licenses commenced on February 23, 1999 and closed on March 5, 1999. Of the 528 licenses auctioned, 289 licenses were sold to four small businesses.

27. *Television Broadcasting*. This Economic Census category "comprises establishments primarily engaged in broadcasting images together with sound."[491] These establishments operate television broadcast studios and facilities for the programming and transmission of programs to the public.[492] These establishments also produce or transmit visual programming to affiliated broadcast television stations, which in turn broadcast the programs to the public on a predetermined schedule. Programming may originate in their own studio, from an affiliated network, or from external sources. The SBA has created the following small business size standard for such businesses: those having $38.5 million or less in annual receipts.[493] The 2012 Economic Census reports that 751 firms in this category operated in that year.[494] Of that number, 656 had annual receipts of $25,000,000 or less, 25 had annual receipts between $25,000,000 and $49,999,999 and 70 had annual receipts of $50,000,000 or more.[495] Based on this data we therefore estimate that the majority of commercial television broadcasters are small entities under the applicable SBA size standard.

28. The Commission has estimated the number of licensed commercial television stations to be 1,377.[496] Of this total, 1,258 stations (or about 91 percent) had revenues of $38.5 million or less, according to Commission staff review of the BIA Kelsey Inc. Media Access Pro Television Database (BIA) on November 16, 2017, and therefore these licensees qualify as small entities under the SBA definition. In addition, the Commission has estimated the number of licensed noncommercial educational (NCE) television stations to be 384.[497] Notwithstanding, the Commission does not compile and otherwise does not have access to information on the revenue of NCE stations that would permit it to determine how many such stations would qualify as small entities. There are also 2,300 low power television stations, including Class A stations (LPTV) and 3,681 TV translator stations.[498] Given the nature of these services, we will presume that all of these entities qualify as small entities under the above SBA small business size standard.

29. We note, however, that in assessing whether a business concern qualifies as "small" under the above definition, business (control) affiliations must be included.[499] Our estimate, therefore likely overstates the number of small entities that might be affected by our action, because the revenue figure on which it is based does not include or aggregate revenues from affiliated companies. In addition, another element of the definition of "small business" requires that an entity not be dominant in its field of

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[490] *See* Letter from Aida Alvarez, Administrator, Small Business Administration to Thomas J. Sugrue, Chief, Wireless Telecommunications Bureau, FCC (Feb. 22, 1999).

[491] U.S. Census Bureau, 2017 NAICS Definitions, "515120 Television Broadcasting," https://www.census.gov/cgi-bin/sssd/naics/naicsrch?input=515120&search=2017+NAICS+Search&search=2017.

[492] *Id*.

[493] 13 CFR § 121.201; 2012 NAICS Code 515120.

[494] U.S. Census Bureau, Table No. EC1251SSSZ4, *Information: Subject Series - Establishment and Firm Size: Receipts Size of Firms for the United States: 2012* (515120 Television Broadcasting). https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ4//naics~515120.

[495] *Id*.

[496] *Broadcast Station Totals as of* June 30, 2018, Press Release (MB, rel. Jul. 3, 2018) (June 30, 2018 Broadcast Station Totals Press Release), https://docs.fcc.gov/public/attachments/DOC-352168A1.pdf.

[497] *Id*.

[498] *Id.*

[499] *See* 13 CFR § 21.103(a)(1) "[Business concerns] are affiliates of each other when one concern controls or has the power to control the other or a third party or parties controls or has the power to control both."

operation. We are unable at this time to define or quantify the criteria that would establish whether a specific television broadcast station is dominant in its field of operation. Accordingly, the estimate of small businesses to which rules may apply does not exclude any television station from the definition of a small business on this basis and is therefore possibly over-inclusive. Also, as noted above, an additional element of the definition of "small business" is that the entity must be independently owned and operated. The Commission notes that it is difficult at times to assess these criteria in the context of media entities and its estimates of small businesses to which they apply may be over-inclusive to this extent.

30. *Radio Stations.* This Economic Census category "comprises establishments primarily engaged in broadcasting aural programs by radio to the public. Programming may originate in their own studio, from an affiliated network, or from external sources."[500] The SBA has established a small business size standard for this category as firms having $38.5 million or less in annual receipts.[501] Economic Census data for 2012 show that 2,849 radio station firms operated during that year.[502] Of that number, 2,806 operated with annual receipts of less than $25 million per year, 17 with annual receipts between $25 million and $49,999,999 million and 26 with annual receipts of $50 million or more.[503] Therefore, based on the SBA's size standard the majority of such entities are small entities.

31. According to Commission staff review of the BIA/Kelsey, LLC's Publications, Inc. Media Access Pro Radio Database (BIA) as of January 2018, about 11,261 (or about 99.92 percent) of 11,270 commercial radio stations had revenues of $38.5 million or less and thus qualify as small entities under the SBA definition.[504] The Commission has estimated the number of licensed commercial AM radio stations to be 4,633 stations and the number of commercial FM radio stations to be 6,738, for a total number of 11,371.[505] We note, that the Commission has also estimated the number of licensed NCE radio stations to be 4,128.[506] Nevertheless, the Commission does not compile and otherwise does not have access to information on the revenue of NCE stations that would permit it to determine how many such stations would qualify as small entities.

32. We also note, that in assessing whether a business entity qualifies as small under the above definition, business control affiliations must be included.[507] The Commission's estimate therefore likely overstates the number of small entities that might be affected by its action, because the revenue figure on which it is based does not include or aggregate revenues from affiliated companies. In addition, to be determined a "small business," an entity may not be dominant in its field of operation.[508] We further note, that it is difficult at times to assess these criteria in the context of media entities, and the estimate of small businesses to which these rules may apply does not exclude any radio station from the definition of a small business on these basis, thus our estimate of small businesses may therefore be over-

[500] U.S. Census Bureau, 2017 NAICS Definitions, "515112 Radio Stations," https://www.census.gov/cgi-bin/sssd/naics/naicsrch?input=515112&search=2017+NAICS+Search&search=2017.

[501] 13 CFR § 121.201, NAICS Code 515112.

[502] U.S. Census Bureau, *2012 Economic Census of the United States*, Table No. EC1251SSSZ4, *Information: Subject Series - Establishment and Firm Size: Receipts Size of Firms for the United States: 2012* NAICS Code 515112, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ4//naics~515112.

[503] *Id.*

[504] BIA/Kelsey, MEDIA Access Pro Database (viewed Jan. 26, 2018).

[505] Broadcast Station Totals as of June 30, 2018, Press Release (MB Jul. 3, 2018) (June 30, 2018 Broadcast Station Totals), https://docs.fcc.gov/public/attachments/DOC-352168A1.pdf.

[506] *Id.*

[507] 13 CFR § 121.103(a)(1). "[Business concerns] are affiliates of each other when one concern controls or has the power to control the other, or a third party or parties controls or has power to control both."

[508] 13 CFR § 121.102(b).

inclusive. Also, as noted above, an additional element of the definition of "small business" is that the entity must be independently owned and operated. The Commission notes that it is difficult at times to assess these criteria in the context of media entities and the estimates of small businesses to which they apply may be over-inclusive to this extent.

33. *FM Translator Stations and Low Power FM Stations.* FM translators and Low Power FM Stations are classified in the category of Radio Stations and are assigned the same NAICS Code as licensees of radio stations.[509] This U.S. industry, Radio Stations, comprises establishments primarily engaged in broadcasting aural programs by radio to the public.[510] Programming may originate in their own studio, from an affiliated network, or from external sources.[511] The SBA has established a small business size standard which consists of all radio stations whose annual receipts are $38.5 million dollars or less.[512] U.S. Census Bureau data for 2012 indicate that 2,849 radio station firms operated during that year.[513] Of that number, 2,806 operated with annual receipts of less than $25 million per year, 17 with annual receipts between $25 million and $49,999,999 million and 26 with annual receipts of $50 million or more.[514] Therefore, based on the SBA's size standard, we conclude that the majority of FM Translator Stations and Low Power FM Stations are small.

34. *Multichannel Video Distribution and Data Service (MVDDS).* MVDDS is a terrestrial fixed microwave service operating in the 12.2-12.7 GHz band. The Commission adopted criteria for defining three groups of small businesses for purposes of determining their eligibility for special provisions such as bidding credits. It defined a very small business as an entity with average annual gross revenues not exceeding $3 million for the preceding three years; a small business as an entity with average annual gross revenues not exceeding $15 million for the preceding three years; and an entrepreneur as an entity with average annual gross revenues not exceeding $40 million for the preceding three years.[515] These definitions were approved by the SBA.[516] On January 27, 2004, the Commission completed an auction of 214 MVDDS licenses (Auction No. 53). In this auction, ten winning bidders won a total of 192 MVDDS licenses.[517] Eight of the ten winning bidders claimed small business status and won 144 of the licenses. The Commission also held an auction of MVDDS licenses on December 7,

[509] *See*, U.S. Census Bureau, 2017 NAICS Definitions, "515112 Radio Stations," https://www.census.gov/cgi-bin/sssd/naics/naicsrch?input=515112&search=2017+NAICS+Search&search=2017.

[510] *Id.*

[511] *Id*.

[512] 13 CFR § 121.201, NAICS code 515112.

[513] U.S. Census Bureau, *2012 Economic Census of the United States*, Table No. EC1251SSSZ4, *Information: Subject Series - Establishment and Firm Size: Receipts Size of Firms for the United States: 2012* NAICS Code 515112, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ4//naics~515112.

[514] *Id.*

[515] *Amendment of Parts 2 and 25 of the Commission's Rules to Permit Operation of NGSO FSS Systems Co-Frequency with GSO and Terrestrial Systems in the Ku-Band Frequency Range; Amendment of the Commission's Rules to Authorize Subsidiary Terrestrial Use of the 12.2–12.7 GHz Band by Direct Broadcast Satellite Licensees and their Affiliates; and Applications of Broadwave USA, PDC Broadband Corporation, and Satellite Receivers, Ltd. to Provide A Fixed Service in the 12.2–12.7 GHz Band*, Memorandum Opinion and Order and Second Report and Order, 17 FCC Rcd 9614, 9711, para. 252 (2002).

[516] *See* Letter from Hector V. Barreto, Administrator, U.S. Small Business Administration, to Margaret W. Wiener, Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, FCC (Feb. 13, 2002).

[517] *See* "*Multichannel Video Distribution and Data Service Spectrum Auction Closes; Winning Bidders Announced*," Public Notice, 19 FCC Rcd 1834 (2004).

2005 (Auction 63). Of the three winning bidders who won 22 licenses, two winning bidders, winning 21 of the licenses, claimed small business status.[518]

35. *Satellite Telecommunications.* This category comprises firms "primarily engaged in providing telecommunications services to other establishments in the telecommunications and broadcasting industries by forwarding and receiving communications signals via a system of satellites or reselling satellite telecommunications."[519] Satellite telecommunications service providers include satellite and earth station operators. The category has a small business size standard of $32.5 million or less in average annual receipts, under SBA rules.[520] For this category, U.S. Census Bureau data for 2012 show that there were a total of 333 firms that operated for the entire year.[521] Of this total, 299 firms had annual receipts of less than $25 million.[522] Consequently, we estimate that the majority of satellite telecommunications providers are small entities.

36. *All Other Telecommunications.* The **"**All Other Telecommunications" category is comprised of establishments that are primarily engaged in providing specialized telecommunications services, such as satellite tracking, communications telemetry, and radar station operation.[523] This industry also includes establishments primarily engaged in providing satellite terminal stations and associated facilities connected with one or more terrestrial systems and capable of transmitting telecommunications to, and receiving telecommunications from, satellite systems.[524] Establishments providing Internet services or voice over Internet protocol (VoIP) services via client-supplied telecommunications connections are also included in this industry.[525] The SBA has developed a small business size standard for "All Other Telecommunications," which consists of all such firms with gross annual receipts of $32.5 million or less.[526] For this category, U.S. Census data for 2012 show that there were 1,442 firms that operated for the entire year.[527] Of these firms, a total of 1,400 had gross annual receipts of less than $25 million and 42 firms had annual receipts of $25 million to $49, 999,999.[528] Thus, a majority of "All Other Telecommunications" firms potentially affected by our action can be considered small.

37. *Fixed Microwave Services*. Microwave services include common carrier,[529] private-operational fixed,[530] and broadcast auxiliary radio services.[531] They also include the Local Multipoint

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[518] *See "Auction of Multichannel Video Distribution and Data Service Licenses Closes; Winning Bidders Announced for Auction No. 63,"* Public Notice, 20 FCC Rcd 19807 (2005).

[519] U.S. Census Bureau, 2017 NAICS Definitions, "517410 Satellite Telecommunications," https://www.census.gov/cgi-bin/sssd/naics/naicsrch?input=517410&search=2017+NAICS+Search&search=2017.

[520] 13 CFR § 121.201, NAICS Code 517410.

[521] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ4, *Information: Subject Series - Estab and Firm Size: Receipts Size of Firms for the United States: 2012*, NAICS Code 517410, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ4//naics~517410.

[522] *Id.*

[523] *See* U.S. Census Bureau, 2017 NAICS Definitions, NAICS Code "517919 All Other Telecommunications", https://www.census.gov/cgi-bin/sssd/naics/naicsrch?input=517919&search=2017+NAICS+Search&search=2017.

[524] *Id.*

[525] *Id*.

[526] 13 CFR § 121.201, NAICS Code 517919.

[527] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ4, *Information: Subject Series - Estab and Firm Size: Receipts Size of Firms for the United States: 2012*, NAICS code 517919, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ4//naics~517919.

[528] *Id*.

[529] *See* 47 CFR Part 101, Subpart I.

Distribution Service (LMDS),[532] the Digital Electronic Message Service (DEMS),[533] the 39 GHz Service (39 GHz),[534] the 24 GHz Service,[535] and the Millimeter Wave Service[536] where licensees can choose between common carrier and non-common carrier status.[537] At present, there are approximately 66,680 common carrier fixed licensees, 69,360 private and public safety operational-fixed licensees, 20,150 broadcast auxiliary radio licensees, 411 LMDS licenses, 33 24 GHz DEMS licenses, 777 39 GHz licenses, and five 24 GHz licenses, and 467 Millimeter Wave licenses in the microwave services.[538] The Commission has not yet defined a small business size standard for microwave services. The closest applicable SBA category is Wireless Telecommunications Carriers (except Satellite) and the appropriate size standard for this category under SBA rules is that such a business is small if it has 1,500 or fewer employees.[539] U.S. Census Bureau data for 2012, show that there were 967 firms in this category that operated for the entire year.[540] Of this total, 955 had employment of 999 or fewer, and 12 firms had employment of 1,000 employees or more. Thus, under this category and the associated small business size standard, the Commission estimates that a majority of fixed microwave service licensees can be considered small.

38. The Commission notes that the number of firms does not necessarily track the number of licensees. The Commission also notes that it does not have data specifying the number of these licensees that have more than 1,500 employees, and thus is unable at this time to estimate with greater precision the number of fixed microwave service licensees that would qualify as small business concerns under the SBA's small business size standard. The Commission estimates however, that virtually all of the Fixed Microwave licensees (excluding broadcast auxiliary licensees) would qualify as small entities under the SBA definition.

39. *Non-Licensee Owners of Towers and Other Infrastructure*. Although at one time most communications towers were owned by the licensee using the tower to provide communications service, many towers are now owned by third-party businesses that do not provide communications services themselves but lease space on their towers to other companies that provide communications services. The Commission's rules require that any entity, including a non-licensee, proposing to construct a tower over

(Continued from previous page)

[530] Persons eligible under parts 80 and 90 of the Commission's rules can use Private-Operational Fixed Microwave services. *See* 47 CFR Parts 80 and 90. Stations in this service are called operational-fixed to distinguish them from common carrier and public fixed stations. Only the licensee may use the operational-fixed station, and only for communications related to the licensee's commercial, industrial, or safety operations.

[531] *See* 47 CFR Parts 74, 78 (governing Auxiliary Microwave Service) Available to licensees of broadcast stations, cable operators, and to broadcast and cable network entities. Auxiliary microwave stations are used for relaying broadcast television signals from the studio to the transmitter, or between two points such as a main studio and an auxiliary studio. The service also includes TV pickup and CARS pickup, which relay signals from a remote location back to the studio.

[532] *See* 47 CFR §§ 101, 1001-101, 1017.

[533] *See* 47 CFR §§ 101, 101.501-101.538.

[534] *See* 47 CFR Part 101, Subpart N (reserved for Competitive bidding procedures for the 38.6-40 GHz Band).

[535] *See id.*

[536] *See* 47 CFR §§ 101, 101.1501-101.1527.

[537] *See* 47 CFR §§ 101.533, 101.1017.

[538] These statistics are based on a review of the Universal Licensing System on September 22, 2015.

[539] 13 CFR § 121.201.

[540] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ5, *Information: Subject Series, "Estab and Firm Size: Employment Size of Firms for the U.S.: 2012* NAICS Code 517210, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ5//naics~517210.

200 feet in height or within the glide slope of an airport must register the tower with the Commission's Antenna Structure Registration ("ASR") system and comply with applicable rules regarding review for impact on the environment and historic properties.

40. As of March 1, 2017, the ASR database includes approximately 122,157 registration records reflecting a "Constructed" status and 13,987 registration records reflecting a "Granted, Not Constructed" status. These figures include both towers registered to licensees and towers registered to non-licensee tower owners. The Commission does not keep information from which we can easily determine how many of these towers are registered to non-licensees or how many non-licensees have registered towers.[541] Regarding towers that do not require ASR registration, we do not collect information as to the number of such towers in use and therefore cannot estimate the number of tower owners that would be subject to the rules on which we seek comment. Moreover, the SBA has not developed a size standard for small businesses in the category "Tower Owners." Therefore, we are unable to determine the number of non-licensee tower owners that are small entities. We believe, however, that when all entities owning 10 or fewer towers and leasing space for collocation are included, non-licensee tower owners number in the thousands. In addition, there may be other non-licensee owners of other wireless infrastructure, including Distributed Antenna Systems (DAS) and small cells that might be affected by the measures on which we seek comment. We do not have any basis for estimating the number of such non-licensee owners that are small entities.

41. The closest applicable SBA category is All Other Telecommunications, and the appropriate size standard consists of all such firms with gross annual receipts of $32.5 million or less.[542] For this category, U.S. Census data for 2012 show that there were 1,442 firms that operated for the entire year.[543] Of these firms, a total of 1,400 had gross annual receipts of less than $25 million and 15 firms had annual receipts of $25 million to $49, 999,999.[544] Thus, under this SBA size standard a majority of the firms potentially affected by our action can be considered small.

E. Description of Projected Reporting, Recordkeeping, and Other Compliance Requirements for Small Entities

42. The *Third Report and Order* does not establish any reporting, recordkeeping, or other compliance requirements for companies involved in wireless infrastructure deployment.[545] In addition to not adopting any reporting, recordkeeping or other compliance requirements, the Commission takes significant steps to reduce regulatory impediments to infrastructure deployment and, therefore, to spur the growth of personal wireless services. Under the Commission's approach, small entities as well as large companies will be assured that their deployment requests will be acted upon within a reasonable period of time and, if their applications are not addressed within the established time frames, applicants may seek injunctive relief granting their siting applications. The Commission, therefore, has taken concrete steps to relieve companies of all sizes of uncertainly and has eliminated unnecessary delays.

43. The *Third Report and Order* also does not impose any reporting or recordkeeping requirements on state and local governments. While some commenters argue that additional shot clock classifications would make the siting process needlessly complex without any proven benefits, the

[541] We note, however, that approximately 13,000 towers are registered to 10 cellular carriers with 1,000 or more employees.

[542] 13 CFR § 121.201, NAICS Code 517919.

[543] U.S. Census Bureau, *2012 Economic Census of the United States*, Table EC1251SSSZ4, *Information: Subject Series - Estab and Firm Size: Receipts Size of Firms for the United States: 2012*, NAICS code 517919, https://factfinder.census.gov/bkmk/table/1.0/en/ECN/2012_US/51SSSZ4//naics~517919.

[544] *Id*.

[545] *See supra* para. 144.

Commission concludes that any additional administrative burden from increasing the number of Section 332 shot clocks from two to four is outweighed by the likely significant benefit of regulatory certainty and the resulting streamlined deployment process.[546] The Commission's actions are consistent with the statutory language of Section 332 and therefore reflect Congressional intent. As a result, the additional shot clocks that the Commission adopts will foster the deployment of the latest wireless technology and serve consumer interests.

F. Steps Taken to Minimize the Significant Economic Impact on Small Entities, and Significant Alternatives Considered

44. The RFA requires an agency to describe any significant alternatives that it has considered in reaching its approach, which may include the following four alternatives (among others): "(1) the establishment of differing compliance or reporting requirements or timetables that take into account the resources available to small entities; (2) the clarification, consolidation, or simplification of compliance and reporting requirements under the rule for such small entities; (3) the use of performance rather than design standards; and (4) an exemption from coverage of the rule, or any part thereof, for such small entities."[547]

45. The steps taken by the Commission in the *Third Report and Order* eliminate regulatory burdens for small entities as well as large companies that are involved with the deployment of person wireless services infrastructure. By establishing shot clocks and guidance on injunctive relief for personal wireless services infrastructure deployments, the Commission has standardized and streamlined the permitting process. These changes will significantly minimize the economic impact of the siting process on all entities, including small entities, involved in deploying personal wireless services infrastructure. The record shows that permitting delays imposes significant economic and financial burdens on companies with pending wireless infrastructure permits. Eliminating permitting delays will remove the associated cost burdens, and enabling significant public interest benefits by speeding up the deployment of personal wireless services and infrastructure.

46. The Commission considered but did not adopt proposals by commenters to issue "Best Practices" or "Recommended Practices,"[548] and to develop an informal dispute resolution process and mediation program, [549] noting that the steps taken in the *Third Report and Order* address the concerns underlying these proposals to facilitate cooperation between parties to reach mutually agreed upon solutions.[550] The Commission anticipates that the changes it has made to the permitting process will provide significant efficiencies in the deployment of personal wireless services facilities and this in turn will benefit all companies, but particularly small entities, that may not have the resources and economies of scale of larger entities to navigate the permitting process. By adopting these changes, the Commission will continue to fulfill its statutory responsibilities, while reducing the burden on small entities by removing unnecessary impediments to the rapid deployment of personal wireless services facilities and infrastructure across the country.

Report to Congress

47. The Commission will send a copy of the *Third Report and Order*, including this FRFA, in a report to Congress pursuant to the Congressional Review Act.[551] In addition, the Commission will

[546] *See supra* para. 106.

[547] 5 U.S.C. § 603(c)(1)-(4).

[548] KS Rep. Sloan Comments at 2; Nokia Comments at 10.

[549] NATOA *et al*. Comments at 16-17.

[550] *See supra* para. 127.

[551] 5 U.S.C. § 801(a)(1)(A).

send a copy of the *Third Report and Order*, including this FRFA, to the Chief Counsel for Advocacy of the SBA. A copy of the *Third Report and Order* and FRFA (or summaries thereof) also will be published in the *Federal Register*. [552]

[552] 5 U.S.C. § 604(b).

Re: From City Manager re- Agenda Item re- Letter to Oppose FCC 5G Proposal

Nicole Fogarty to: Linda Cox 09/21/2018 10:24 AM

From: Nicole Fogarty <FogartyN@stlucieco.org>
To: Linda Cox <LCox@City-FtPierce.Com>
History: This message has been forwarded.

6 attachments

ATT00001.gif ATT00002.gif ATT00001.gif ATT00002.gif ATT00001.gif ATT00002.gif

The declaratory ruling can be found here
https://docs.fcc.gov/public/attachments/DOC-353962A1.pdf

Staff recommends the Mayor to execute the letter expressing the City's opposition to the Federal Communications Commission's proposed rule "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment".

Nicole Fogarty
Legislative Affairs Manager
St. Lucie County Board of County Commissioners
Office: (772) 462-6406
Cell: (772) 708-3954

On Sep 21, 2018, at 9:27 AM, Linda Cox <LCox@City-FtPierce.Com> wrote:

> Good morning. Can you please send a copy of the proposed rule along with your recommendation that the City Commission approve this letter? Thanks.
>
> _____
> Linda W. Cox, MBA, CMC | City Clerk/Assistant City Manager | City of Fort Pierce
> City Clerk's Office
> Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950
>
> Website<http://www.cityoffortpierce.com/>| Facebook<https://www.facebook.com/ftpierce?ref=aymt_homepage_panel>| Survey<http://cityoffortpierce.com/FormCenter/Citizen-Feedback-Form-10/Customer-Service-Feedback-Form-72>
> [cid:_1_0BF65C300BF659C4004A17948525830F]
> "To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."
>
> ----- Forwarded by Linda Cox/cfp on 09/21/2018 09:28 AM -----
> From: Kaitlyn Ballard/cfp

City Commission Regular Meeting **12.a.**

Meeting Date: 10/01/2018

Re: Development Review & Design Review - Crabby's Dockside Restaurant - 5 Avenu A

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Application for Development Review of a Site Plan submitted by property owner, City of Fort Pierce and Applicant Greg Powers, CEO of Beachside Hospitality Group, to construct a new restaurant (Crabby's Dockside) consisting of 7, 035 sq. ft. and 199 seats. The property is zoned Planned Unit Redevelopment Zone (PUR). Parcel ID: 2410-503-0041-030-7.

SUMMARY:

- The applicant is seeking approval to demolish an existing restaurant (The Original Tiki Bar & Restaurant) and build a new restaurant (Crabby's Dockside) consisting of 7,035 sq. ft. and 199 seats. The 0.225 acre property is located on the north side of Avenue A; and is incorporated into the City of Fort Pierce Marina. The subject parcel is currently occupied by The Original Tiki Bar & Restaurant.
- The City Commission at their meeting on August 19, 1991; approved the Planned Unit Redevelopment Plan for the subject parcel. Through ordinance I-470 the subject parcel was approved for a rezoning from C-4, Central Commercial Zone to PUR, Planned Unit Redevelopment. On this date of August 19, 1991; a Final Development Plan was also approved.
- The proposed development "Fort Pierce Yachting Center" consisted of three (3) phases. Phase 1 included a tiki bar/restaurant, harbormaster building, marina services, and offices/marina Suites. Phase 2 included an office building/mixed use, landscape and upgrading of Moore's Creek parking. Phase 3 was never built but included plans to build a destination resort hotel and a commercial office building.
- The completion of the proposed Fort Pierce Yachting Center was never accomplished. Today, the Fort Pierce Yachting Center is now known as the Fort Pierce City Marina.
-

RECOMMENDATION:

The proposed Site Plan meets the criteria specified in Section 22-32 and 22-59 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends that the City Commission **approve** the proposed Development Review and Design Review Applications.

ALTERNATIVES:

Approval with Conditions
Denial

RESPONSIBLE STAFF:
Vennis Gilmore, Planning Analyst

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
Potential Increase in Ad Valorem Tax Revenue

Attachments

Staff Report
Development Review Application
Design Review Application
Property Card
Aerial Map
Zoning Map
Site Plan
Floor Plan & Elevations
Color Rendering
Capacity Analysis
Traffic Impact Statement
TRC Comments
Applicant TRC Response
Planning Board Minutes
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/25/2018 05:20 PM

Form Started By: Vennis Gilmore
Started On: 09/19/2018 03:50 PM
Final Approval Date: 09/25/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Development Review and Design Review**
Crabby's Dockside Restaurant
5 Avenue A (Marina Way)

DATE: September 19, 2018

STAFF REPORT

Owner: City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL. 34954

Applicant: Beachside Hospitality Group, Greg Powers CEO
11201 Corporate Circle N., Ste 100
St. Petersburg, FL. 33716

Applicant's Request: Approval of the demolition of an existing restaurant and the construction of a new 199 seat restaurant consisting of 7,035 sq. ft. at 5 Avenue A (Marina Way).

Location(s): 5 Avenue A (Marina Way)

Parcel ID: 2410-503-0041-030-7

Current Zoning: Planned Unit Redevelopment (PUR)

Future Land Use: Central Business District (CBD)

Surrounding Zoning:

North	East	South	West
OS-1	A-2	PUR	PUR/I-1

Site Size: 7.44 acres

Utilities: FPUA

Staff Analysis:

Request
The applicant is seeking approval to demolish an existing restaurant (The Original Tiki Bar & Restaurant) and build a new restaurant (Crabby's Dockside) consisting of 7,035 sq. ft. and 199 seats. The 0.225 acre property is located on the north side of Avenue A; and is incorporated into the City of Fort Pierce Marina. The subject parcel is currently occupied by The Original Tiki Bar & Restaurant.

History

The City Commission at their meeting on August 19, 1991; approved the Planned Unit Redevelopment Plan for the subject parcel. Through ordinance I-470 the subject parcel was approved for a rezoning from C-4, Central Commercial Zone to PUR, Planned Unit Redevelopment. On this date of August 19, 1991; a Final Development Plan was also approved. The proposed development "Fort Pierce Yachting Center" consisted of three (3) phases. Phase 1 included a tiki bar/restaurant, harbormaster building, marina services, and offices/marina Suites. Phase 2 included an office building/mixed use, landscape and upgrading of Moore's Creek parking. Phase 3 was never built but included plans to build a destination resort hotel and a commercial office building. The proposed Fort Pierce Yachting Center was approved in conjunction with the Cobb's Landing waterfront development bordering the Indian River shoreline. Both developments were to be the catalyst for Fort Pierce's downtown redevelopment efforts. The proposed projects were designed to be a magnet of activity for the surrounding community and visitors, the 7.3 acre projects included a 340 slip full-service marina, a floating theme restaurant with boating access, a destination resort hotel, marine related services buildings and two 30,000 to 50,000 sq. ft. commercial office buildings. The developments were to reflect a "Key West" style characterized by metal roofs, lap siding, french doors and windows and Victorian-era finish schedules. Parking lots were to be heavily landscaped and accented by turn-of-the century lighting fixtures. A public Riverwalk was proposed to overlook the Indian River and the Intracoastal waterway.

The completion of the proposed Fort Pierce Yachting Center was never accomplished. Today, the Fort Pierce Yachting Center is now known as the Fort Pierce City Marina. The Fort Pierce City Marina is a 138 slip full-service marina. The marina features a state of the art dock system, located in historic downtown Fort Pierce, and is a short distance from the Bahamas. The marina also provides all the amenities of home including free Wi-Fi.

Site Plan

The current applicant, Beachside Hospitality Group is proposing to build a restaurant consisting of 7,035 sq. ft. of finished floor area. The 199-seat restaurant is to be known as "Crabby's Dockside". The subject restaurant will be located within the City of Fort Pierce Marina on 0.225 acres that will be leased from the City of Fort Pierce. The 0.225 acres is a portion of the 7.33 acre property that the City of Fort Pierce owns. The parcel is within the PUR, Planned Unit Redevelopment zoning district and has a CBD, Central Business District land use. Currently, a 197- seat restaurant known as "The Original Tiki Bar & Restaurant" occupies the subject property. The existing building will be demolished to make room for the proposed restaurant. The applicant is proposing a two-story building.

The proposed development will complement the City of Fort Pierce Marina and the City of Fort Pierce Riverwalk. The site is located in the "Downtown Business and Entertainment Overlay District" and is exempt

from off-street parking requirements. Also in the "Downtown Business and Entertainment Overlay District", there is no minimum setback. There will be no encroachment of the foundation on the neighboring properties.

Design Review

The proposed building will replace the footprint of an existing tiki restaurant. The subject property is also within the Downtown District; a City of Fort Pierce Historic District. This designation will require the applicant to go before the Historic Preservation Board for a Certificate of Appropriateness; for design review and if exterior renovations are needed for ADA Compliance. Given the proposed use and the proposed zoning designation of the site, the site is considered to be conforming with regard to use. The (PUR) Planned Unit Redevelopment Zoning District is intended to encourage comprehensive redevelopment within existing residential and commercial areas of the city. It is designed to achieve a desirable environment through application of flexible and diversified land development standards in an overall site plan. It is further intended to promote economics in land development, maintenance, street systems and utility networks, resulting in the provision of needed housing and the redevelopment of older, less economically viable areas.

The proposed development's modern architectural design and construction are compatible with the scale and character of the city's mix of existing buildings and land uses. The design is architecturally compatible with surrounding structures. Architectural features include a standing seam metal roof with dimension, painted column detail, stainless steel cable railing, and stained wood column wrap. The exterior walls will include dimensional hardie-plank lap-siding. The property is located within a historic preservation district (Downtown Historic District). The design features are reasonably consistent with the historic character of the predominant architectural style within the district. The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty. The design however is not reasonably harmonious surrounding structures, due to the color scheme of the structure. Planning Staff recommends that the applicant considers a brighter color palette to match the "Key West" architectural theme along the waterfront. Per City Code Section 22-59. – Design Review(d)(2); the following standards are considered for approval:

(i)
The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;
(ii)
If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;
(iii)
The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;
(iv)
The design avoids undue monotony in structural design features.
The board may condition recommendation for approval upon an applicant obtaining of a suitable variance pursuant to article VIII from the board of adjustment.

Prior to City Commission approval the applicant must submit a Certificate of Appropriateness Application (including building materials and colors) for consideration by the Historic Preservation Board and is scheduled for their September 24, 2018 meeting.

Traffic Impact Study

An analysis of the traffic impacts associated with the proposed restaurant was performed using data provided by the latest edition of the ITE Trip Generation Manual. The calculations demonstrate that the proposed restaurant with two (2) extra seats compared to the existing restaurant will cause a very slight increase in traffic volumes with a de minimis impact. Therefore, the results indicate that an acceptable level of service will be maintained on the roadways servicing this project.

Technical Review Committee

All affected departments have reviewed the proposed Site Plan and Design Review with regards requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for viewing by the City Commission.

Planning Board Recommendation:
The Planning Board, at their September 11th, 2018 meeting, voted unanimously to recommend **approval** of the request.

Staff Recommendation

The proposed Site Plan meets the criteria specified in Section 22-32 and 22-59 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends that the City Commission **approve** the proposed Development Review and Design Review Applications.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 5 Avenue A

Parcel ID #(s) 2410-503-0041-030-7

Project description Demolition of existing restaurant and construction of new 199 seat restaurant

City of Fort Pierce	Beachside Hospitality Group, Greg Powers CEO
Property Owner(s)	**Applicant/Representative, Title, Company**
PO Box 1480	11201 Corporate Circle N., Ste 100
Street Address	Street Address
Fort Pierce FL 34954	St. Petersburg FL 33716
City State Zip	City State Zip
(772) 467-3000	(727) 210-0987
Phone Number	Phone Number
	greg@bshgrp.com
Email Address	Email Address

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 6th day of SEPTEMBER, 2018, by NICHOLAS C. MIMMS who is personally known to me ~~or has produced~~ N/A ~~as identification.~~

Signature of Notary

(seal)

Jennifer D. Robinson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG178619
Expires 3/26/2022

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		
■ Site Plan	❑ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

Site Information:

Non-Residential: Proposed Sq. Ft.: 7,035 (2 Stories) Residential: Proposed Units:_____

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

North	South	East	West
Marina Fuel Dock	Marina Store	Marina Docks	Marina Docks

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
- N/A 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)
- N/A Landscaping Plan (see Section 22-187)
- ☒ Storm Drainage Plan (see Section 22-58.d.6)
- N/A 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
- ☒ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 5 Avenue A
Parcel ID #(s) 2410-503-0041-030-7
Project Description Demolition of existing restaurant and construction of new 199 seat restaurant

City of Fort Pierce
Property Owner(s)

PO Box 1480
Street Address

Fort Pierce FL 34954
City State Zip

(772) 467-3000
Phone Number

Email Address

Beachside Hospitality Group, Greg Powers, CEO
Applicant/Representative, Title, Company

11201 Corporate Circle N., Ste 100
Street Address

St. Petersburg FL 33716
City State Zip

(727) 210-0987
Phone Number

greg@bshgrp.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 -- COUNTY OF ST. LUCIE
The foregoing instrument was acknowledged before me this 6th day of SEPTEMBER, 20 18, by NICHOLAS C. MIMMS who is personally known to me ~~or has produced~~ N/A ~~as identification.~~

Signature of Notary

Jennifer D. Robinson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG178619
Expires 3/26/2022

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

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	5 Avenue A
Parcel ID:	2410-503-0041-030-7
Account #:	23051
Map ID:	24/10N
Use Type:	8900
Zoning:	C-4 - FP
City/County:	Fort Pierce

Ownership

Ft Pierce City Of
PO Box 1480
Fort Pierce, FL 34954

Legal Description

AARON LEE`S MAP OF FORT PIERCE 10 35 40 COMM AT C/L INT OF N 2ND ST AND ORANGE AV RUN N 20 DEG 01 MIN 58 SEC W ALG C/L OF N 2NDAV 431.70 FT TO INT WITH EXT OF SLY R/W AV C, TH N 70 DEG 01 MIN 00 SEC E ALG SD SLY R/W 537.03 FT TO ELY R/W INDIAN RIVER DR AND POB, TH RUN N 20 DEG 00 DEG 57 MIN W ALG SD R/W 202.34 FT, TH S 78 DEG 27 MIN 08 SEC W 84.79 FT, TH N 14 DEG 54 MIN 14 SEC E 60.87 FT, TH N 75 DEG 05 MIN 46 SEC W 5 FT, TH N 06 DEG 45 MIN 22SEC W 55 FT, TH N 69 DEG 59 MIN 03 SEC E 24 FT, TH N 20 DEG 00 MIN 57 SEC W 116.67 FT, TH N 69 DEG 59 MIN 03 SEC E 50.67 FT, TH N 19 DEG 46 MIN 27 SEC W 120.05 FT, TH S 72 DEG 49 MIN 48 SEC W 19.10 FT, TH N 20 DEG 00 MIN 35 SEC W 35.64 FT, TH S 69 DEG 59 MIN 03 SEC W 32.10 FT, TH N 20 DEG 00 MIN 57 SEC W 213.95 FT, THN 59 DEG 45 MIN 23 SEC E 32.33 FT, TH S 20 DEG 01 MIN 36 SEC E 41.30 FT, TH N 69 DEG 59 MIN 03 SEC E 568.73 FT, TH S 74 DEG 57 MIN 04 SEC E 438.78 FT, TH S 18 DEG 23 MIN 57 SEC E 73.29 FT, TH N 70 DEG 23 MIN 03 SEC E 72.70 FT, TH S 15 DEG 32 MIN 53 SEC E 617.50 FT, TH S 74 DEG 27 MIN 07 SEC W 475 FT, TH N 15 DEG 32 MIN 53 SEC W 11.75 FT, TH S 74 DEG 27MIN 07 SEC W 125 FT, TH N 15 DEG 32 MIN 53 SEC W 15.17 FT, TH N 74DEG 27 MIN 07 SEC E 125 FT, TH N 15 DEG 32 MIN 53 SEC W 189 FT, THS 74 DEG 27 MIN 07 SEC W 125 FT, TH S 15 DEG 32 MIN 53 SEC E 111.13 FT, TH S 70 DEG 01 MIN 00 SEC W 392.21 FT TO POB (17.55 AC) (OR 755-270)

Total Areas

Finished/Under Air (SF):	8,639
Gross Area (SF):	15,435
Land Size (acres):	7.44
Land Size (SF):	323,951

Current Values

Just/Market Value:	$4,201,300
Assessed Value:	$4,201,300
Exemptions:	$4,201,300
Taxable Value:	$0

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date:	Jan 1, 1900
Book/Page:	
Sale Code:	
Deed:	
Grantor:	
Price:	$0

Building Information (1 of 3)

Finished Area: 1,836 SF

Gross Total Area: 6,150 SF

Exterior Data

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

Roof Cover: Roll Comp
Year Built: 1954
Effective Year: 1910
No. Units: 1

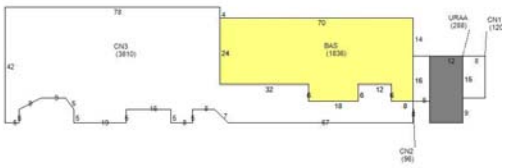
Roof Structure: Gable
Frame:
Primary Wall: Wood/Sheath
Secondary Wall:

Interior Data

Bedrooms: 0
Full Baths: 0
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: Hardwood
Sprinkled %: 0%



Building Information (2 of 3)

Finished Area: 1,280 SF

Gross Total Area: 2,640 SF

Exterior Data

View:
Building Type: UT4
Grade: Y_C
Story Height: 1 Story

Roof Cover: Clay Tile
Year Built: 2008
Effective Year: 2008
No. Units: 1

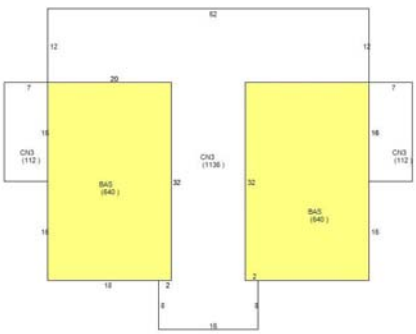
Roof Structure: Hip
Frame:
Primary Wall: CB Stucco
Secondary Wall:

Interior Data

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

Electric: MAXIMUM
Heat Type:
Heat Fuel:
Heated %: 0%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: CONC GRD
Sprinkled %: 100%



Building Information (3 of 3)

Finished Area: 5,523 SF

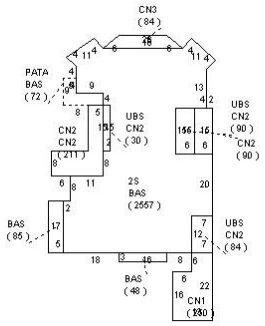
Gross Total Area: 6,645 SF

Exterior Data

View:	Roof Cover: Metal	Roof Structure: Hip
Building Type: HROF	Year Built: 1991	Frame:
Grade: Y_A	Effective Year: 1991	Primary Wall: Wood/Sheath
Story Height: 1 Story	No. Units: 2	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 0%



Special Features and Yard Items

Type:	ASP2 LOW
Quantity:	1
Units:	22875
Year Built:	1950
Type:	CONCRETE LOW
Quantity:	1
Units:	1800
Year Built:	1950
Type:	BOARDWALK
Quantity:	1
Units:	3242
Year Built:	1991
Type:	CONCRET HIGH
Quantity:	1
Units:	320
Year Built:	2003
Type:	WOOD FEN 6'
Quantity:	1
Units:	72
Year Built:	2003
Type:	CONCRETE LOW
Quantity:	1
Units:	476
Year Built:	2003
Type:	WOOD DECK
Quantity:	1
Units:	286
Year Built:	2003

Type:	COM POOL LOW
Quantity:	1
Units:	30
Year Built:	2004
Type:	CEMENT CURB
Quantity:	1
Units:	48
Year Built:	2008
Type:	CONCRETE LOW
Quantity:	1
Units:	1425
Year Built:	2008
Type:	SINGLE LIGHT
Quantity:	1
Units:	10
Year Built:	2008
Type:	ASP2 LOW
Quantity:	1
Units:	15600
Year Built:	2008
Type:	CONC-SRV STA
Quantity:	1
Units:	1392
Year Built:	2009

Current Year Values

Current Values Breakdown

Building:	$445,300
Land:	$3,756,000
Just/Market:	$4,201,300
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$4,201,300
Exemption(s):	$4,201,300
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2017		8000	City of Ft Pierce	$4,201,300

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2016	0041	27.6	Fort Pierce Stormwater Charge	$1,490.40

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

Historical Values

Permits

Number:	F00-0001041

Issue Date:	Sep 21, 2000
Description:	Alterations/Remodeling
Amount:	$500
Fee:	$0

Number:	F01-001306
Issue Date:	Oct 2, 2001
Description:	Fence
Amount:	$1,320
Fee:	$0

Number:	F87000605E
Issue Date:	Oct 1, 1987
Description:	Additions to existing construction
Amount:	$100
Fee:	$100

Number:	F88000060D
Issue Date:	Jan 1, 1988
Description:	Demolition
Amount:	$100
Fee:	$100

Number:	F88000407D
Issue Date:	Apr 1, 1988
Description:	Demolition
Amount:	$100
Fee:	$100

Number:	F89000272E
Issue Date:	Mar 1, 1989
Description:	Additions to existing construction
Amount:	$1,000
Fee:	$1,000

Number:	F89000725G
Issue Date:	Jul 1, 1989
Description:	Additions to existing construction
Amount:	$50,000
Fee:	$50,000

Number:	F900000456
Issue Date:	Jun 13, 1990
Description:	Alterations/Remodeling
Amount:	$12,000
Fee:	$12,000

Number:	F900000564
Issue Date:	Oct 3, 1990
Description:	Commercial New Construction
Amount:	$100,000
Fee:	$100,000

Number:	F91000210
Issue Date:	Apr 17, 1991
Description:	Commercial New Construction
Amount:	$325,000
Fee:	$325,000

Number:	F91-000210
Issue Date:	May 24, 1991
Description:	Heat and Air Conditioning
Amount:	$14,000
Fee:	$14,000

Number:	F920000032
Issue Date:	Feb 21, 1992
Description:	Dock
Amount:	$3,000
Fee:	$3,000

Number:	F920000033
Issue Date:	Feb 21, 1992
Description:	Dock
Amount:	$10,000
Fee:	$10,000

Number:	F920001120
Issue Date:	Sep 16, 1992
Description:	Fence
Amount:	$2,500
Fee:	$2,500

Number:	F94-000164
Issue Date:	Feb 17, 1994
Description:	Dock
Amount:	$3,000
Fee:	$3,000

Number:	F97-000628
Issue Date:	Jul 1, 1997
Description:	Additions to existing construction
Amount:	$3,080
Fee:	$3,080

Number:	F97-000629
Issue Date:	Jul 1, 1997
Description:	Additions to existing construction
Amount:	$484
Fee:	$484

Number:	F97-000843
Issue Date:	Aug 19, 1997
Description:	Dock
Amount:	$653,000
Fee:	$653,000

Number:	F98-001398
Issue Date:	Jan 15, 1998
Description:	Alterations/Remodeling
Amount:	$4,000
Fee:	$4,000

Number:	F98-000587
Issue Date:	May 8, 1998
Description:	Slab
Amount:	$350,000
Fee:	$350,000

Number:	F98-000450
Issue Date:	Aug 13, 1998
Description:	Alterations/Remodeling
Amount:	$1,400,000
Fee:	$1,400,000

Number:	F98-001094
Issue Date:	Aug 26, 1998
Description:	Heat and Air Conditioning

Amount:	$0
Fee:	$0
Number:	F98-001289
Issue Date:	Oct 16, 1998
Description:	Slab
Amount:	$7,500
Fee:	$7,500
Number:	F98-001449
Issue Date:	Nov 24, 1998
Description:	Additions to existing construction
Amount:	$35,000
Fee:	$0
Number:	F98-001439
Issue Date:	Nov 25, 1998
Description:	Alterations/Remodeling
Amount:	$3,500
Fee:	$3,500
Number:	F99-000798
Issue Date:	Jul 22, 1999
Description:	Additions to existing construction
Amount:	$330,000
Fee:	$330,000
Number:	F01-00001306
Issue Date:	Oct 2, 2001
Description:	Fence
Amount:	$1,320
Fee:	$75
Number:	CA2002-7
Issue Date:	Nov 5, 2002
Description:	Additions to existing construction
Amount:	$60,000
Fee:	$862
Number:	DI2002-14
Issue Date:	Oct 8, 2002
Description:	Demolition
Amount:	$0
Fee:	$100
Number:	FE2003-64
Issue Date:	Apr 16, 2003
Description:	Wood Fence
Amount:	$800
Fee:	$75
Number:	FSP2002-10
Issue Date:	May 6, 2003
Description:	Sprinkler System
Amount:	$600
Fee:	$75
Number:	POOL2003-9
Issue Date:	Jun 5, 2003
Description:	Pool
Amount:	$5,000
Fee:	$225
Number:	RF2004492

Issue Date:	Oct 4, 2004
Description:	Roof
Amount:	$95,000
Fee:	$0
Number:	RF200515
Issue Date:	May 25, 2005
Description:	Roof
Amount:	$8,000
Fee:	$205
Number:	0700000899
Issue Date:	Jul 25, 2007
Description:	Storm Shutters
Amount:	$28,000
Fee:	$280
Number:	0700001201
Issue Date:	Aug 27, 2007
Description:	Alterations/Remodeling
Amount:	$0
Fee:	$50
Number:	0700001201
Issue Date:	Aug 27, 2007
Description:	Unknown
Amount:	$0
Fee:	$0
Number:	0700001358
Issue Date:	Dec 13, 2007
Description:	Seawall
Amount:	$1,650,526
Fee:	$19,056
Number:	BP09-0486
Issue Date:	Apr 6, 2009
Description:	Roof
Amount:	$30,000
Fee:	$393
Number:	BP14-1839
Issue Date:	Jun 30, 2014
Description:	Air Conditioning Only
Amount:	$3,400
Fee:	$162
Number:	BP14-1383
Issue Date:	Jul 22, 2014
Description:	Gazebo/Greenhouse
Amount:	$25,000
Fee:	$283
Number:	BP14-0936
Issue Date:	Jun 3, 2014
Description:	Electric
Amount:	$2,826
Fee:	$155
Number:	BP14-1805
Issue Date:	Aug 27, 2014
Description:	Dock
Amount:	$10,993
Fee:	$114,222

Number:	BP14-2751
Issue Date:	Dec 1, 2014
Description:	Alterations/Remodeling
Amount:	$285,333
Fee:	$2,975

Number:	BP15-2330
Issue Date:	Aug 26, 2015
Description:	Electric
Amount:	$500
Fee:	$167

Number:	BP15-1616
Issue Date:	Oct 13, 2015
Description:	Air Conditioning Only
Amount:	$3,400
Fee:	$155

Number:	BP15-2857
Issue Date:	Oct 15, 2015
Description:	Air Conditioning Only
Amount:	$3,382
Fee:	$155

Number:	BP17-0408
Issue Date:	Feb 13, 2017
Description:	Electric
Amount:	$1,500
Fee:	$0

Number:	BP17-1162
Issue Date:	May 11, 2017
Description:	Electric
Amount:	$9,300
Fee:	$0

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

This information is believed to be correct at this time but it is subject to change and is not warranted.
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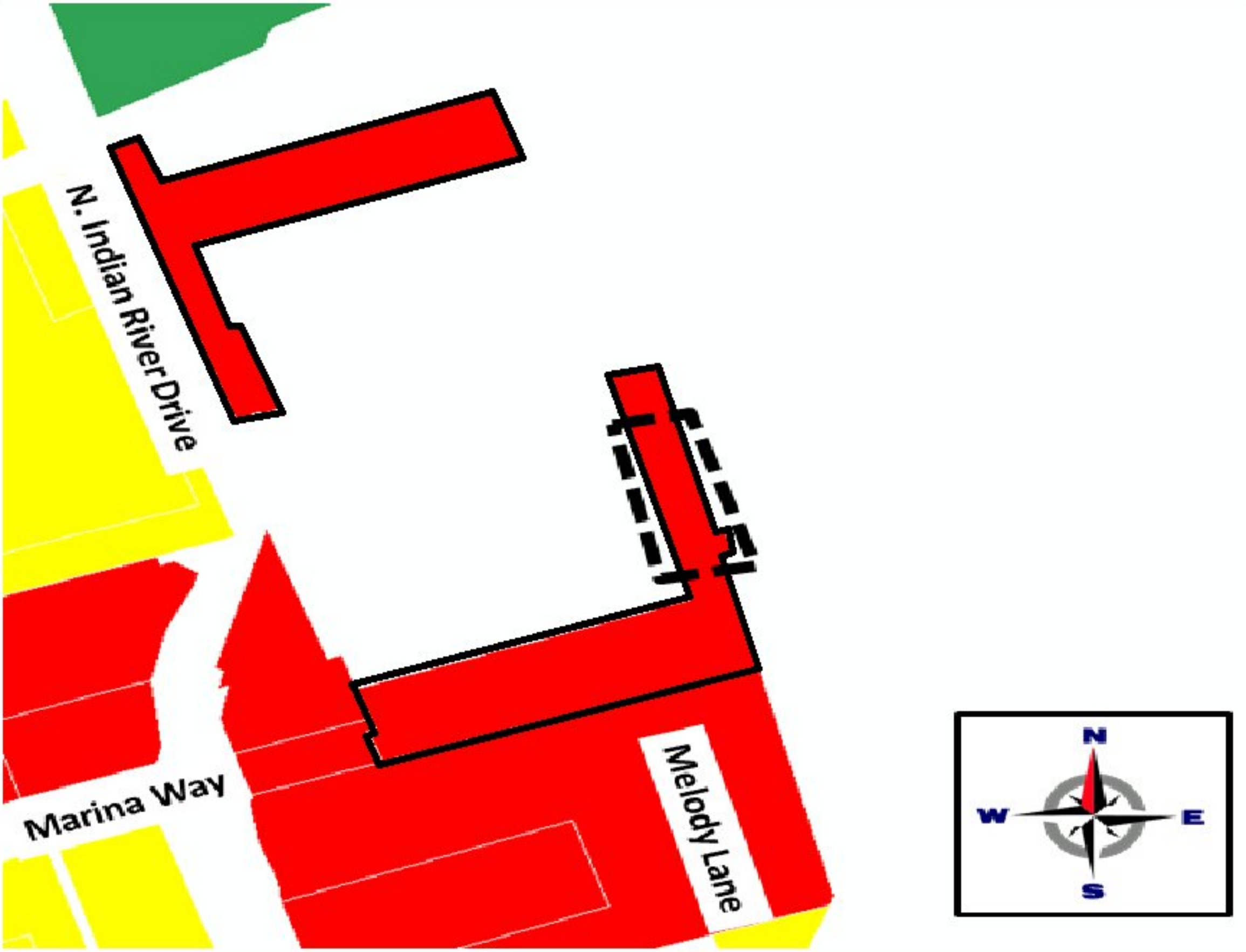
Aerial Map

5 Avenue A / Marina Way

Crabby's Dockside Restaurant

THE SUNRISE CITY
FORT PIERCE
Florida



Legend

Subject Site

PUR, Planned Unit Redevelopment

C-4, Central Commercial Zone

OS-1, General & Recreational Open Space

Zoning Map

Crabby's Dockside -
5 Avenue A / Marina Way

THE SUNRISE CITY
FORT PIERCE
Florida

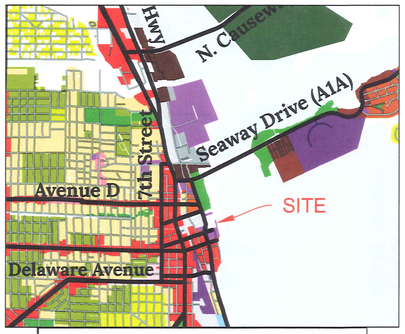
NAVD 1988

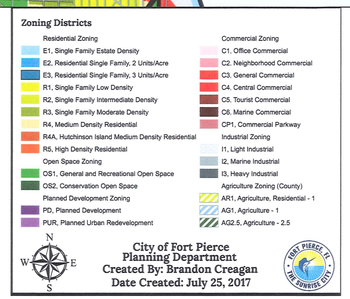
ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.50'

MAJOR SITE PLAN

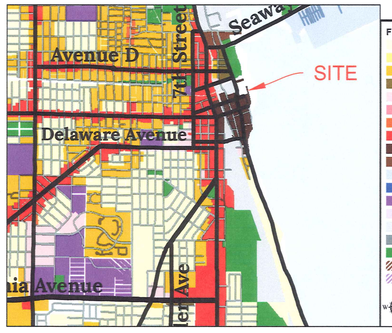
SHEET INDEX

S-1	BOUNDARY AND TOPOGRAPHIC SURVEY
C-1	SITE PLAN
C-2	GRADING, DRAINAGE AND UTILITIES PLAN
C-3	GENERAL DETAILS AND NOTES





ZONING MAP
NOT TO SCALE



LAND USE MAP
NOT TO SCALE

VICINITY MAP

GRAPHIC SCALE

100 0 100 200 300

SCALE: (1 Inch = 100 Feet)

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CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

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BEACHSIDE HOSPITALITY GROUP
11201 CORPORATE CIRCLE N., SUITE 100
ST. PETERSBURG, FLORIDA 33716
TEL: (727) 210-0987 FAX:

JOHN H. BLUM, P.E. LICENSE No. 45813 STATE OF FLORIDA PROFESSIONAL ENGINEER
8/24/18
JOHN H. BLUM, P.E. SIGNATURE DATE
FLORIDA LICENSE No. 45813
CARTER ASSOCIATES, INC. COA-205, LB 205

Dwg. #: PROJ. # 18-56E

N:\HBP\18-56E Crabby Dockside\dwg\18-56E.dwg, C-0, Clint Rahles
Aug 23, 18, 12:20 PM

SURVEYOR'S GENERAL NOTES AND REPORT:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. THE LAST DAY OF FIELD WORK PERFORMED FOR THE INITIAL SURVEY EFFORT WAS JULY 2, 2018. SUBSEQUENT ADDITIONS, DELETIONS AND/OR UPDATES, IF ANY, ARE REFLECTED IN THE DRAWING REVISIONS.
3. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901) AND ARE REFERENCED TO THE ESTABLISHED AND MONUMENTED LINE SHOWN HEREON LABELED AS THE BEARING BASIS.
4. UNLESS A DIFFERENCE IS SHOWN, OBSERVED AND RECORD DIMENSIONS ARE THE SAME. ALL DIMENSIONS SHOWN HEREON ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
5. THE BOUNDARY DETERMINATION AND DELINEATION SHOWN ON THIS MAP OF SURVEY WAS BASED UPON THE PROFESSIONAL OPINION OF THE REGISTERED SURVEYOR PURSUANT TO NORMAL PRINCIPALS AND PRACTICES OF LAND SURVEYING AND IS NOT INTENDED TO IMPLY OR DETERMINE OWNERSHIP. THIS SURVEY DOES NOT INTEND TO DELINEATE LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT AND USE OF THE PERSONS AND/OR ENTITIES NAMED HERON FOR THE PURPOSES IDENTIFIED HEREON ONLY. UNLESS OTHERWISE STATED, CERTIFICATION OF THIS SURVEY MAP APPLIES ONLY TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE CERTIFICATION IN NO WAY CONSTITUTES NEITHER GUARANTY NOR WARRANTY TO ANY OTHER INFORMATION NOT SHOWN HEREON. ADDITIONS, DELETIONS OR REVISIONS TO THIS DRAWING BY OTHERS ARE NOT PERMITTED AND THIS SURVEY MAY NOT BE TRANSFERRED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SIGNING SURVEYOR. THIS SURVEY IS NOT VALID FOR ANY OTHER PURPOSE OTHER THAN INTENDED BY THE SIGNING SURVEYOR.
7. THE LEGAL DESCRIPTION AND MATTERS OF PUBLIC RECORD WERE FURNISHED BY THE CLIENT. THIS PROPERTY(S) WAS NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR ENCUMBRANCES OF RECORD. THE HEREON DESCRIBED PROPERTY IS SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY. MATTERS OF RECORD NOT BROUGHT TO THE SURVEYOR'S ATTENTION BY THE CLIENT, THEIR AGENT OR AS DISCLOSED BY A FURNISHED TITLE INSURANCE POLICY WERE NOT INCLUDED. NO INVESTIGATION WAS MADE BY THIS OFFICE INTO THE VALIDITY OF ANY EASEMENTS CITED IN THE LEGAL DESCRIPTION OR FOR ANY ENCUMBRANCES NOT OF RECORD IN THE INFORMATION FURNISHED BY THE CLIENT. NO TITLE COMMITMENT OR ABSTRACT WAS FURNISHED FOR THE PREPARATION OF THIS SURVEY.
8. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J17 F.A.C.) IS COMMERCIAL/HIGH RISK. THE MINIMUM RELATIVE DISTANCE ACCURACY OF BOUNDARIES FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY MEETS OR EXCEEDS THE STATED ACCURACY REQUIREMENT.
9. WITH EXCEPTION TO WHAT HAS BEEN FIELD LOCATED AND SHOWN ON THIS SURVEY, THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. SUBSURFACE AND/OR AERIAL ENCROACHMENTS, IF ANY, WERE NOT LOCATED AND/OR DEPICTED ON THIS SURVEY UNLESS NOTED OR IDENTIFIED.
10. THE HEREON DESCRIBED PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE AE, BASE FLOOD ELEVATIONS DETERMINED, ELEVATION 4.0' NAVD 1988, AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12111C0179J, COMMUNITY NUMBER 120286, PANEL 0179, SUFFIX 'J' MAP REVISED DATE FEBRUARY 16, 2012, MAP INDEX DATE FEBRUARY 16, 2012.

DESCRIPTION OF LEASE AREA:

COMMENCING AT THE PUBLISHED NATIONAL GEODETIC SURVEY (NGS) MONUMENT WITH DISK STAMPED "H 231", HAVING COORDINATE VALUES OF NORTH 1133851.59, EAST 875503.22 BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011, AND PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901), RUN THE FOLLOWING COURSE ALONG A SURVEY REFERENCE LINE: SOUTH 06°34'32" EAST, A DISTANCE OF 810.63 FEET TO A FOUND "P-K" NAIL AND DISK STAMPED "C&T LB 4286"; THENCE RUN NORTH 45°39'07" EAST, A DISTANCE OF 702.41 FEET TO A FOUND "MAG" NAIL AND DISK STAMPED "NORTHSTAR TRAV TBM", HAVING COORDINATE VALUES OF NORTH 1133537.29, EAST 876098.35 BASED ON SAID NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011; THENCE RUN SOUTH 14°20'28" EAST ALONG A SURVEY CONTROL LINE, A DISTANCE OF 105.77 FEET; THENCE LEAVING SAID SURVEY CONTROL LINE RUN SOUTH 75°32'22" WEST, A DISTANCE OF 4.36 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LEASE AREA.

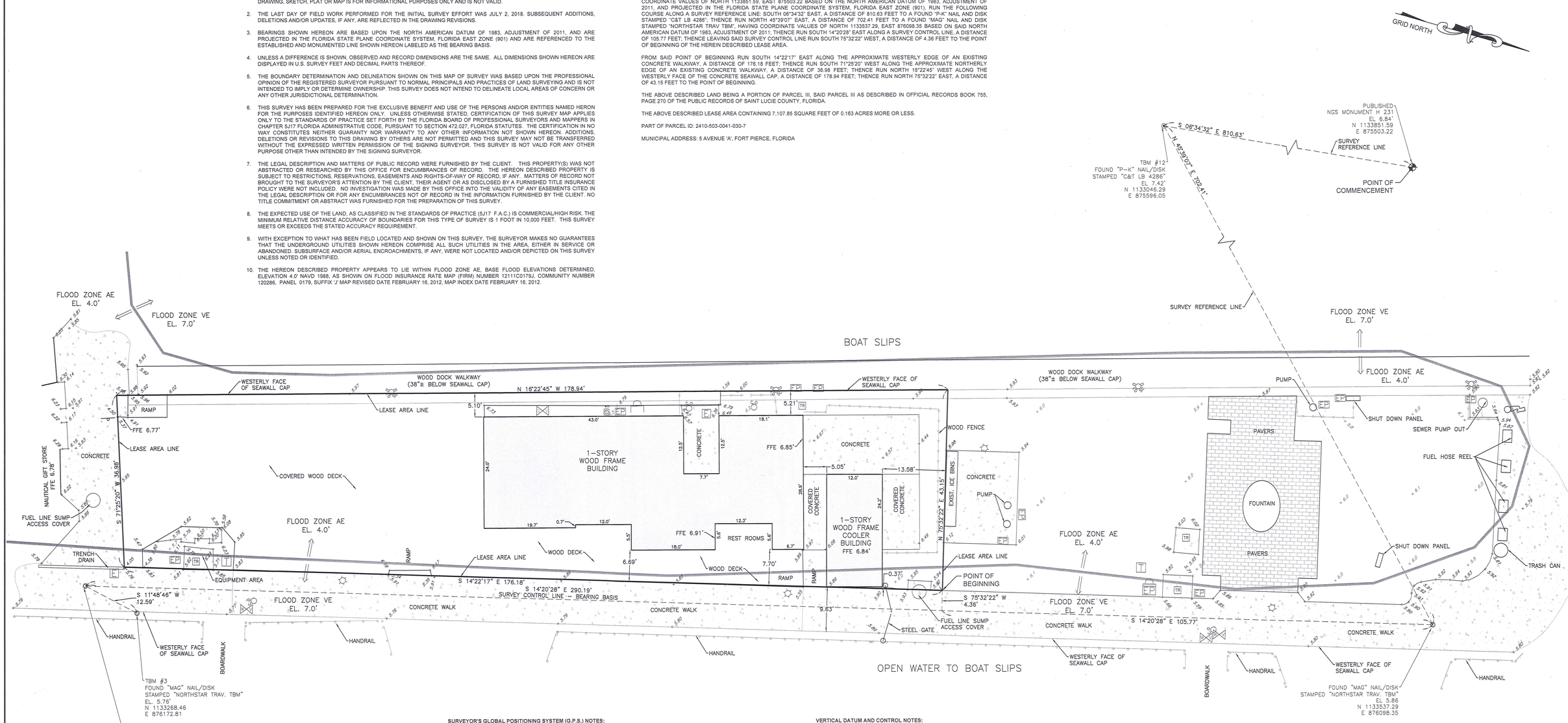
FROM SAID POINT OF BEGINNING RUN SOUTH 14°22'17" EAST ALONG THE APPROXIMATE WESTERLY EDGE OF AN EXISTING CONCRETE WALKWAY, A DISTANCE OF 176.18 FEET; THENCE RUN SOUTH 71°25'20" WEST ALONG THE APPROXIMATE NORTHERLY EDGE OF AN EXISTING CONCRETE WALKWAY, A DISTANCE OF 36.98 FEET; THENCE RUN NORTH 16°22'45" WEST ALONG THE WESTERLY FACE OF THE CONCRETE SEAWALL CAP, A DISTANCE OF 178.94 FEET; THENCE RUN NORTH 75°32'22" EAST, A DISTANCE OF 43.15 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND BEING A PORTION OF PARCEL III, SAID PARCEL III AS DESCRIBED IN OFFICIAL RECORDS BOOK 755, PAGE 270 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

THE ABOVE DESCRIBED LEASE AREA CONTAINING 7,107.85 SQUARE FEET OF 0.163 ACRES MORE OR LESS.

PART OF PARCEL ID: 2410-503-0041-030-7

MUNICIPAL ADDRESS: 5 AVENUE 'A', FORT PIERCE, FLORIDA



LEGEND

WM	WATER METER		EXISTING WELL	I.R.C., FL.	INDIAN RIVER COUNTY, FLORIDA
	ANCHOR & GUY WIRE		TELEPHONE\CATV RISER	SRC	SET 1/2" DIAMETER X 18" LONG REBAR/CAP STAMPED "CARTER ASSOC."
	SIGN		SANITARY CLEAN-OUT		
	DRAINAGE CATCH BASIN		YARD LIGHT	SRWC	SET 1/2" DIAMETER X 18" LONG REBAR/CAP STAMPED "WT.COR. LB.205"
	SANITARY SEWER MANHOLE	E	ELECTRICAL RISER		
	DRAINAGE MANHOLE	M	MAIL RECEPTACLE	P.O.B.	POINT OF BEGINNING
OE	OVERHEAD ELECTRIC		ELECTRICAL METER	P.O.C.	POINT OF COMMENCEMENT
	WATER VALVE	DIA.	DIAMETER	ORB PG	OFFICIAL RECORD BOOK PAGE
	SEWER VALVE	EOP	EDGE OF PAVEMENT	I.R.F.W.C.D.	INDIAN RIVER FARMS WATER CONTROL DISTRICT
	GAS VALVE/METER	R.O.W.	RIGHT OF WAY	I.R.F.C.SD.	INDIAN RIVER FARMS COMPANY SUBDIVISION
	FIRE HYDRANT	CONC.	CONCRETE	S.L.CO., FL	ST. LUCIE COUNTY, FLORIDA
	UTILITY POLE	L.P.	LIQUID PROPANE	C.B.S.	CONCRETE BLOCK STRUCTURE
(O)	OBSERVED DATA	SWL	SWALE		
(P)	PLAT DATA	EP	ELECTRIC PANEL	TR	TRANSFORMER
(C)	CALCULATED DATA		FIRE DEPARTMENT CONNECTION	FFE	FINISH FLOOR ELEVATION
(D)	DEED DATA				FLAG

SURVEYOR'S GLOBAL POSITIONING SYSTEM (G.P.S.) NOTES:

1. G.P.S. SURVEY METHOD: REAL TIME KINEMATIC (RTK)
2. G.P.S. RECEIVER TYPE: DUAL FREQUENCY LEICA GS 14 / CS 15 GPS/GLONASS GNSS (GLOBAL NAVIGATION SATELLITE SYSTEM), SBAS, CODE AND PHASE (L1 AND L2)
3. THE ORIGINAL GPS RTK MEASUREMENTS BEGAN JUNE 29, 2018 AND WERE COMPLETED ON JULY 2, 2018. TWO LEICA DUAL FREQUENCY GPS RECEIVERS EQUIPPED WITH RT-SKI (REAL TIME MEASUREMENT CAPABILITIES) WERE USED TO GATHER GPS DATA. TYPICALLY A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND/OR TOPOGRAPHIC DATA AND CONTROL THROUGHOUT THE PROJECT AREA. REAL-TIME COORDINATE COMPUTATIONS AND PRECISION INFORMATION ARE DETERMINED VIA RADIO / MODEM LINK WITH THE BASE STATION AND RECORDED AS THREE DIMENSIONAL (3D) POSITIONS.
4. G.P.S. SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING LEICA INFINITY, VERSION 2.1.0
5. THE HORIZONTAL TARGET ACCURACY FOR THIS SURVEY IS AS FOLLOWS:
   HORIZONTAL: 8MM + 1PPM (RMS)
   VERTICAL: 15MM + 1PPM (RMS).
6. HORIZONTAL POSITIONS OF SITE CONTROL WERE ESTABLISHED UTILIZING THE FDOT FPRN "MAX" NETWORK CORRECTION. LOCAL SITE CONTROL VALUES ARE NETWORK CORRECTED (ADJUSTED) POSITIONS.

VERTICAL DATUM AND CONTROL NOTES:

THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

ORIGINATING BENCH MARK(S):

IDENTIFICATION: H 231
PID: AF3246
STATE/COUNTY: FL/ST LUCIE
USGS QUAD: FORT PIERCE (1983)
NAD 83 (2011) POSITION: 27 27 04.95327 (N) 080 19 25.28512 (W)
NAD 83 (2011) ELLIP HEIGHT: -25.456 (METERS)
NAVD 88 ORTHO HEIGHT: 2.086 (METERS) 6.84 (FEET)
GEOID HEIGHT: -27.547 (METERS)
DESCRIPTION: BENCH MARK DISK SET IN THE ABUTMENT OF PIER BRIDGE ABUTMENT STAMPED "H 231 1965 CGS"
LOCATION: IN FT. PIERCE, AT THE INTERSECTION OF AVENUE C AND NORTH INDIAN RIVER DRIVE, IN TOP OF AND 1.6 FEET EAST OF THE WEST END OF THE NORTH CONCRETE ABUTMENT OF THE INDIAN RIVER DRIVE BRIDGE SPANNING MOORE CREEK, 84.3 FEET SOUTH OF THE AVENUE CENTERLINE, AND 21.0 FEET WEST OF AND LEVEL WITH THE DRIVE CENTERLINE.

TEMPORARY BENCHMARK(S): SEE TOPOGRAPHIC SURVEY PLAN FOR IDENTIFICATION, LOCATION AND ELEVATIONS.

GRAPHIC SCALE
10 0 10 20 30
SCALE: (1 Inch = 10 Feet)

CERTIFIED TO:
BEACHSIDE HOSPITALITY GROUP

S:\P\18-56E Tim Bardsley\18-56E-SURVEY.dwg, S-(1), Kirk Noonan
Aug 24, 18, 8:51 AM

NO.	REVISION	BY	DATE
1			
2			
3			
4			
5			
6			

Beachside Hospitality Group
11201 Corporate Circle North
Suite 100
St. Petersburg, Florida 33716
TEL: (727) 210-0918 FAX:

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CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

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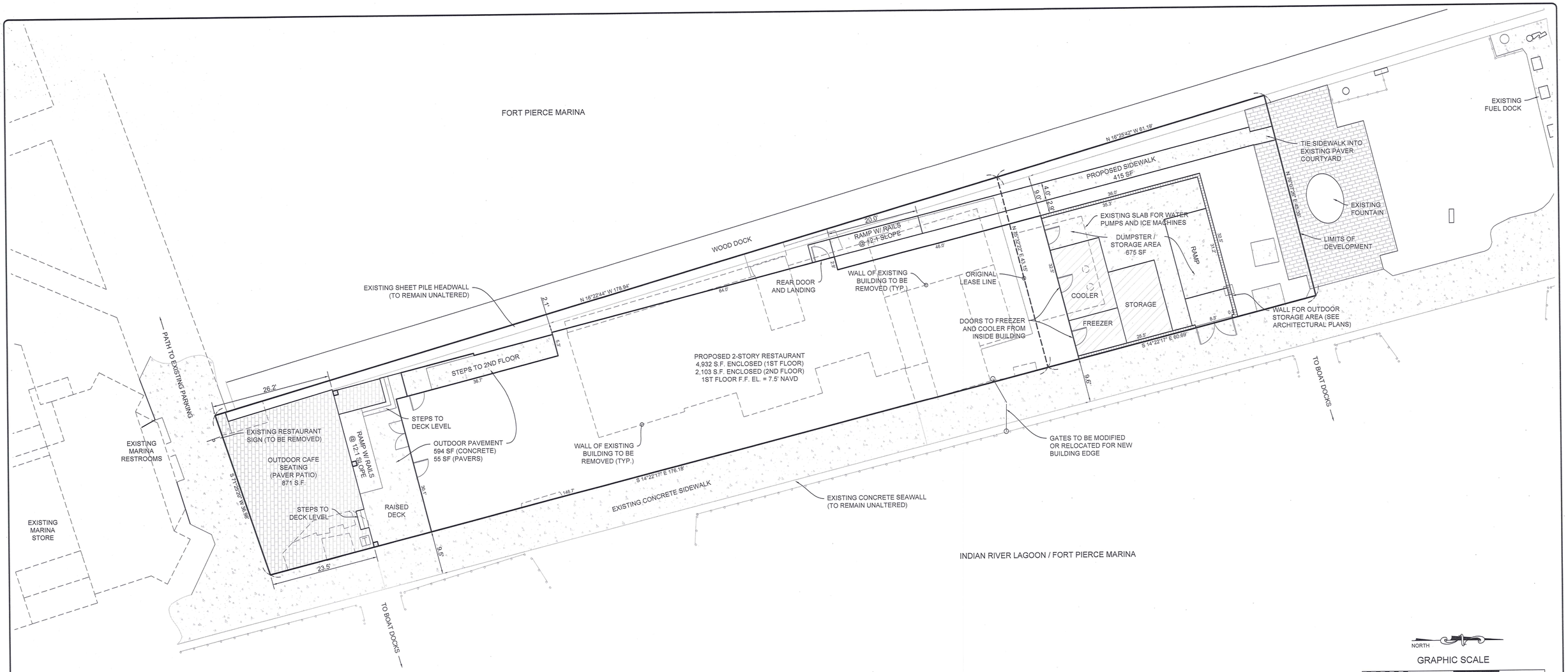
FRANK S. CUCCURESE, P.S.M. SIGNATURE DATE
FLORIDA LICENSE No. 4765
CARTER ASSOCIATES, INC. COA 205 / LB 205

DATE : 8/1/2018
PROJ. # : 18-56E
DRAWN BY: DJM
APPD. BY : FSC
PLOT BY : Kirk Noonan
FILE NAME : 18-56E-SURVEY.dwg
REF. # : 18-56E
F.B. & PG. : 869/37+

Crabby's Dockside Ft. Pierce, Florida

Topographic Survey

SHEET
S-1
Dwg. #: 21020-C



NORTH

GRAPHIC SCALE

10 0 10 20 30

SCALE: (1 Inch = 10 Feet)

SITE DATA

PROJECT NAME:	Crabby's Dockside
INTENDED USE:	Restaurant (Replacement of Exist. Buildings)
APPROVAL REQUESTED:	Major Site Plan
SITE ADDRESS:	5 Avenue A
OWNER/APPLICANT:	Beachside Hospitality Group 11201 Corporate Circle N., Suite 100 St. Petersburg, FL 33716 (727) 210-0987
ENGINEER/SURVEYOR:	Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32960 (772) 562-4191
ARCHITECT:	Architectonic, Inc 806 Delaware Ave Fort Pierce, FL 334950 (772) 460-7751
LEGAL DESCRIPTION:	See Survey
SEC-TOWNSHIP-RANGE:	Section 10, Township 35S, Range 40E
TAX PARCEL NO(s).:	2410-503-0041-030-7 (Part of Parcel)

START / FINISH DATE:	Fall 2018 / Spring 2019
FLOOD ZONE:	AE (EL 4.0' NAVD 1988), Map No. 12111C0179J (Dated 2/16/12)
ZONING:	PUR (Planned Urban Redevelopment)
LAND USE:	CBD (Central Business District)
LEASE AREA:	0.163 (Original), 0.225 Ac.(Limits of Development)

IMPERVIOUS AREA CALCULATIONS (IMPACTED AREAS ONLY):

Existing Impervious Area to Be Removed:	
Buildings (Incl. Deck):	5,609 SF
Walks / Equip. Pads:	1,071 SF
Total:	6,680 SF
Proposed Impervious Areas:	
Enclosed Buildings:	4,932 SF
Pavement (Under Roof):	
Pavers	55 SF
Concrete	596 SF
Pavement (Outside):	
Pavers	871 SF
Concrete	1,585 SF
Total:	8,039 SF

Net Change in Impervious Area: 8,039 SF - 6,680 SF = 1,359 SF

SEATING CAPACITY:	
Existing	197 Seats
Proposed	199 Seats
Net Change	2 Seats
OPERATING HOURS:	12 Hours/Day Average

BUILDING AREAS: Inside (Air Conditioned):

First Floor -	4,932 SF
Second Floor -	2,103 SF
Sub-Total -	7,035 SF
Outside Under Roof:	
First Floor -	589 SF
Second Floor -	847 SF
Sub-Total -	1,496 SF
Outdoor Uncovered:	
Uncovered Seating:	871 SF
Cooler Units:	495 SF
Enclosed Courtyard:	675 SF
Sub-Total -	2,041 SF

Total Restaurant Related Areas - 10,572 SF

SETBACKS:	
Front:	0 Feet
Side:	0 Feet
Rear:	0 Feet

PARKING: Required Parking Spaces:
No offstreet parking required per Downtown Business and Entertainment Overlay District

PROPOSED ELECTRIC:	Connect to existing FPUA Electric
PROPOSED WATER:	Connect to existing FPUA water
PROPOSED SEWER:	Connect to existing FPUA sewer
STORMWATER:	Utilization of creative BMPs to reduce pollutant loading versus existing site. Engineer shall coordinate with City of Fort Pierce and South Florida Water Management District to determine an acceptable solution.

REQUIRED PERMITS:

City of Fort Pierce:
- Development Review
- Driveway, Sidewalk & Drainage Permit

Fort Pierce Utilities Authority:
- Water / Sewer Permit
- Grease Trap Permit

S.F.W.M.D.
- 10-2 " No Notice" ERP

F.D.E.P.
- NPDES - Notice Of Intent

NOTE:
1. CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO INITIATING ANY WORK
2. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.50'

NO.	REVISION	BY	DATE
1			
2			
3			
4			
5			
6			

Beachside Hospitality Group
11201 Corporate Circle North
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TEL: (727) 210-0978 FAX:

CAI Serving Florida Since 1911 CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
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JOHN H. BLUM, P.E. FLORIDA LICENSE No. 45813 — SIGNATURE DATE
CARTER ASSOCIATES, INC. — COA 205 / LB 205

DATE : 8/1/18
PROJ. # : 18-56E
DRAWN BY: CJR
APPD. BY : JHB
PLOT BY : Kirk Noonan
FILE NAME :
REF. # : 18-56E
F.B. & PG. : 889/37+

Site Plan

SHEET C-1

N:\18EP\18-56E Crabby Dockside\dwg\18-56E dwg, C-1 Site Plan, Kirk Noonan

Aug 24, 18, 8:04 AM

NORTH

GRAPHIC SCALE

10 0 10 20 30

SCALE: (1 Inch = 10 Feet)

FORT PIERCE MARINA

INDIAN RIVER LAGOON / FORT PIERCE MARINA

EXISTING MARINA RESTROOMS

EXISTING MARINA STORE

CONNECT TO EXISTING SANITARY SERVICE. EXISTING SERVICE TO BE LOCATED AND ELEVATIONS DETERMINED PRIOR TO INSTALLATION.

3 - 1,250 GALLON GREASE INTERCEPTORS INSTALLED IN SERIES. EXISTING GREASE INTERCEPTOR TO BE REMOVED.

EXISTING ELECTRICAL EQUIPMENT TO REMAIN. SCREENING TO BE DETERMINED.

CONNECT TO EXISTING WATER SERVICE. EXISTING SERVICE TO BE LOCATED PRIOR TO INSTALLATION.

TRANSFORMER TO BE RELOCATED TO ADJACENT LANDSCAPE AREA

EXISTING UTILITIES TO REMAIN (SEE NOTE BELOW REGARDING LOCATIONS)

WOOD DOCK

STEPS TO 2ND FLOOR

STEPS TO DECK LEVEL

RAMP W/ RAILS @ 12:1 SLOPE

CONNECT TO INTERNAL PLUMBING (SEE BUILDING PLANS)

STEPS TO DECK LEVEL

RAISED DECK

PROPOSED 2-STORY RESTAURANT
1ST FLOOR F.F. EL. = 7.5' NAVD

PROPOSED SIDEWALK
415 SF

LIGHT TO BE REMOVED

MATCH EXISTING GRADES

DUMPSTER / STORAGE AREA

RAMP W/ RAILS @ 12:1 SLOPE

COOLER

STORAGE

FREEZER

TELEPHONE BOX TO BE RELOCATED

EXISTING UTILITIES TO REMAIN (SEE NOTE BELOW REGARDING LOCATIONS)

MATCH EXISTING GRADES

EXISTING ELECTRICAL EQUIPMENT TO REMAIN. SCREENING TO BE DETERMINED.

EXISTING FUEL LINE SUMP AND FUEL LINES TO BE MODIFIED / RELOCATED AS NECESSARY TO AVOID NEW BUILDING

EXISTING GATE TO BE RELOCATED / MODIFIED TO AVOID WALL

EXISTING UTILITIES TO REMAIN (SEE NOTE BELOW REGARDING LOCATIONS)

EXISTING FUEL LINES TO BE MODIFIED / RELOCATED AS NECESSARY TO AVOID NEW BUILDING FOUNDATION

A

A

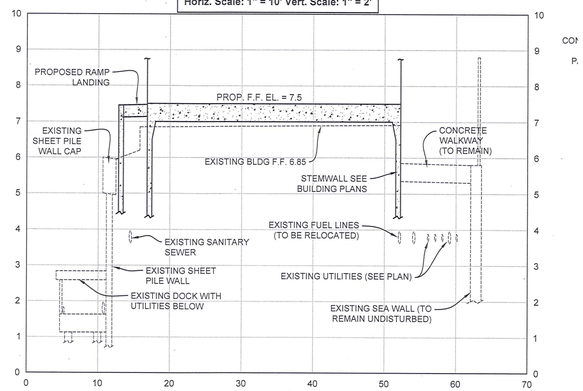
Restaurant Flow Design Criteria For Grease Trap Sizing	
S (Seats in Dining Area)	199 Seats
Opening Time	11:00 AM
Closing Time	11:00 PM
HR (Hours of Operation)	12.00 Hours
LF (Loading Factor)	0.8
GS (Gallons Wastewater/seat)	25.00 Gal
Effective Capacity of Grease Interceptor in Gallons:	
S x GS x HR/12 x LF =	3980 Gallons

LEGEND

- EXISTING SANITARY SERVICE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING GAS LINE
- EXISTING WATER SERVICE
- EXISTING FIRE SERVICE
- EXISTING CABLE TV LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING DIESEL FUEL LINE
- PROPOSED SANITARY SERVICE

Note: All existing underground utility locations as shown on this plan are approximate and have been sourced from the following:
- Fort Pierce Utilities GIS Information was used for the utilities approaching the site.
- Diesel Fuel Lines were shown on the record drawings for the "Fort Pierce City Marina Fuel Plan" prepared by RGD & Associates, Inc., Dated 2/15/08 These locations were then adjusted to match surveyed locations of the manholes on the south and east sides of the proposed lease area.
- Water and Fire Services on docks west of lease area were shown on the "Fort Pierce City Marina E & D Dock Renovations" plans prepared by Taylor Engineering, Inc. dated 7/6/04
- Utilities from the south side of the marina administrative building to the lease area and along the east side of the project were shown on the "Marine Utilities (As-Builts)" prepared by the City of Fort Pierce Engineering Department dated 4/1990.
- Minor adjustments have been made to the approximated locations of utilities in an attempt to better align with current survey information. Adjustments were based solely on equipment (clean-outs, valves, transformers, etc.) that was visible at the time of survey.

CROSS SECTION A-A
Horiz. Scale: 1" = 10' Vert. Scale: 1" = 2'



NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.50'

NO.	REVISION	BY	DATE
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APPD. BY : JHB
PLOT BY : Clint Rahjes
FILE NAME :
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F.B. & PG. : 869/37+

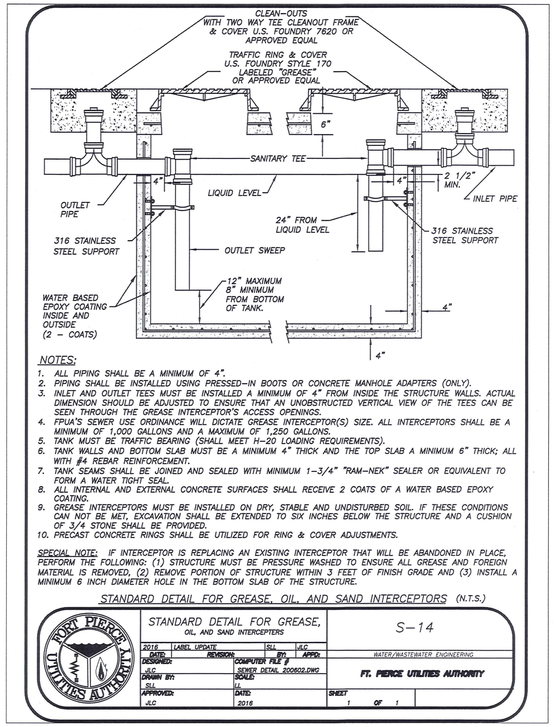
Crabby's DOCKSIDE Ft. Pierce, Florida

Grading, Drainage and Utilities Plan

SHEET
C-2

N:\HBP\18-56E Crabbys Dockside\dwg\18-56E dwg, C-2 PGD and Utilities Plan, Clint Rahjes

Aug. 23, 18, 12:29 PM



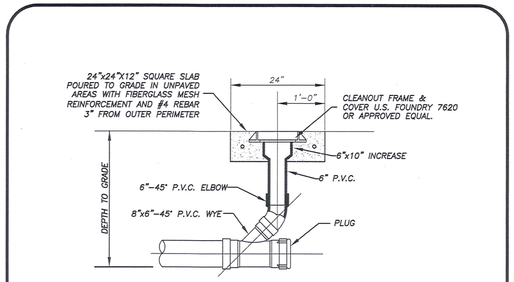
NOTES:

1. ALL PIPING SHALL BE A MINIMUM OF 4".
2. PIPING SHALL BE INSTALLED USING PRESSED-IN BOOTS OR CONCRETE MANHOLE ADAPTERS (ONLY).
3. INLET AND OUTLET TEES MUST BE INSTALLED A MINIMUM OF 4" FROM INSIDE THE STRUCTURE WALLS. ACTUAL DIMENSION SHOULD BE ADJUSTED TO ENSURE THAT AN UNOBSTRUCTED VERTICAL VIEW OF THE TEES CAN BE SEEN THROUGH THE GREASE INTERCEPTOR'S ACCESS OPENINGS.
4. FPUA'S SEWER USE ORDINANCE WILL DICTATE GREASE INTERCEPTOR(S) SIZE. ALL INTERCEPTORS SHALL BE A MINIMUM OF 1,000 GALLONS AND A MAXIMUM OF 1,250 GALLONS.
5. TANK MUST BE TRAFFIC BEARING (SHALL MEET H-20 LOADING REQUIREMENTS).
6. TANK WALLS AND BOTTOM SLAB MUST BE A MINIMUM 4" THICK AND THE TOP SLAB A MINIMUM 6" THICK; ALL WITH #4 REBAR REINFORCEMENT.
7. TANK SEAMS SHALL BE JOINED AND SEALED WITH MINIMUM 1-3/4" "RAM-NEK" SEALER OR EQUIVALENT TO FORM A WATER TIGHT SEAL.
8. ALL INTERNAL AND EXTERNAL CONCRETE SURFACES SHALL RECEIVE 2 COATS OF A WATER BASED EPOXY COATING.
9. GREASE INTERCEPTORS MUST BE INSTALLED ON DRY, STABLE AND UNDISTURBED SOIL. IF THESE CONDITIONS CAN NOT BE MET, EXCAVATION SHALL BE EXTENDED TO SIX INCHES BELOW THE STRUCTURE AND A CUSHION OF 3/4 STONE SHALL BE PROVIDED.
10. PRECAST CONCRETE RINGS SHALL BE UTILIZED FOR RING & COVER ADJUSTMENTS.

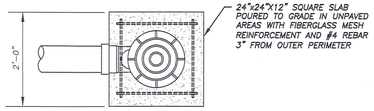
SPECIAL NOTE: IF INTERCEPTOR IS REPLACING AN EXISTING INTERCEPTOR THAT WILL BE ABANDONED IN PLACE, PERFORM THE FOLLOWING: (1) STRUCTURE MUST BE PRESSURE WASHED TO ENSURE ALL GREASE AND FOREIGN MATERIAL IS REMOVED, (2) REMOVE PORTION OF STRUCTURE WITHIN 3 FEET OF FINISH GRADE AND (3) INSTALL A MINIMUM 6 INCH DIAMETER HOLE IN THE BOTTOM SLAB OF THE STRUCTURE.

STANDARD DETAIL FOR GREASE, OIL, AND SAND INTERCEPTERS (N.T.S.)

STANDARD DETAIL FOR GREASE, OIL, AND SAND INTERCEPTERS			S-14
DATE: 2016	REVISION: LABEL UPDATE	BY: JLC	APPD:
DESIGNED: JLC	COMPUTER FILE #: SEWER DETAIL 200602.DWG	WATER/WASTEWATER ENGINEERING	
DRAWN BY: SLI	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY	
APPROVED: JLC	DATE: 2016	SHEET 1 OF 1	



SECTION



PLAN

TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

TERMINAL CLEANOUT DETAIL WASTEWATER			S-4B
DATE: 10-06	REVISION:	BY: RBE	APPD:
DESIGNED: JLC	COMPUTER FILE #: SEWER DETAIL 200602.DWG	WATER/WASTEWATER ENGINEERING	
DRAWN BY: SLI	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY	
APPROVED: JLC	DATE: 2010	SHEET 2 OF 3	

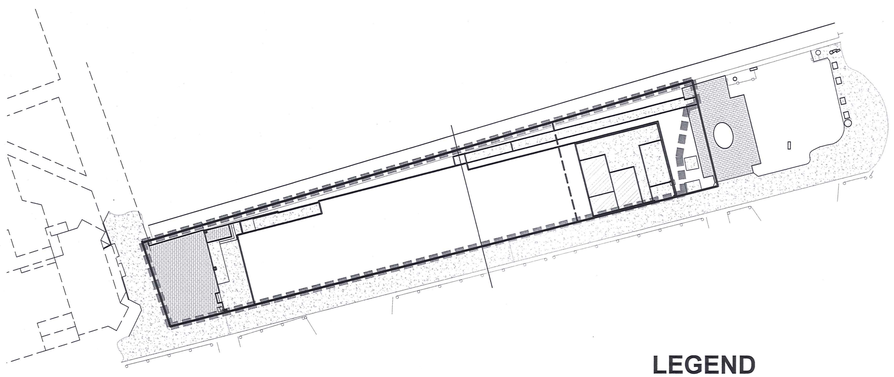
EROSION CONTROL NOTES

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.
19. DEWATERING ACTIVITIES:
    A - NO OFF-SITE DISCHARGE WITHOUT PRIOR PERMITTING BY CONTRACTOR.
    B - CONTRACTOR MUST SUBMIT A DEWATERING PLAN FOR APPROVAL FROM S.F.W.M.D., AND MUST HAVE A TRANSFERABLE S.F.W.M.D. CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING", FOR ANY ALTERNATIVE METHODS OF EXCAVATION.
    C - NO HYDRAULIC PUMPS MAY BE USED FOR DEWATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT.

NOTE: ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO DEMOLITION AND REMAIN IN PLACE UNTIL ALL STABILIZATION METHODS HAVE BEEN COMPLETED. ALL PERVIOUS AREAS DISTURBED BY CONSTRUCTION SHALL BE RE-PAVED, SODDED OR HYDROSEEDED. ANY SEDIMENTATION ENTERING THE PIPED SYSTEMS SHALL BE CLEANED PRIOR TO PROJECT CLOSE-OUT

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES. THE CONTRACTOR SHOULD CALL SUNSHINE STATE ONE CALL AT 1-800-432-4770 AND THE UTILITY OWNERS AT LEAST 48 HOURS PRIOR TO DIGGING NEAR UNDERGROUND UTILITIES.
2. THE LOCATION OF EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR AND UTILITY OWNER DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE RELOCATION OF UTILITIES WITH THE UTILITY COMPANIES.
3. ALL WORK SHALL BE IN CONFORMANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION'S ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND APPLICABLE FORT PIERCE UTILITIES AUTHORITY (FPUA) AND CITY OF FORT PIERCE STANDARDS.
4. A PRE-CONSTRUCTION MEETING IS REQUIRED BETWEEN FORT PIERCE UTILITIES AUTHORITY, CITY OF FORT PIERCE ENGINEERING, THE ENGINEER AND CONTRACTOR BEFORE COMMENCEMENT OF CONSTRUCTION.
5. THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE FOR ANY INSPECTION.
6. DENSITY TESTS ON ALL PIPE BACKFILL, SUBGRADE AND BASE WORK SHALL BE PERFORMED AND CERTIFIED BY AN INDEPENDENT GEOTECHNICAL TESTING LAB AND SHALL BE PAID FOR BY THE CONTRACTOR. DENSITY TESTS SHALL BE PERFORMED PER AASHTO T-180 METHOD. DENSITY TEST SHALL BE PERFORMED ON PIPE INSTALLATIONS PER CITY OF FORT PIERCE STANDARDS.
7. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER CLOTH.
8. ALL PIPE AND DRAINAGE STRUCTURES SHALL BE INSTALLED IN THE DRY.
9. BACKFILL AROUND DRAINAGE PIPES AND COMPACT TO 98% MAX DRY DENSITY PER AASHTO T-180.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PIPES, CONDUITS, CABLES, ETC., AND LANDSCAPED AREAS INCLUDING IRRIGATION PIPES AND SPRINKLERS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THAT ARE TO REMAIN IN PLACE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING COVERAGE UNDER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES
12. EXISTING PAVEMENT SHALL BE SAWCUT WHERE PAVEMENT IS TO BE REMOVED AND WHERE NEW PAVEMENT IS TO JOIN IT.
13. EXISTING SIGNAGE LOCATED IN CONFLICT WITH PROPOSED CONSTRUCTION SHALL BE RELOCATED PER THE DIRECTION OF THE ENGINEER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION ACTIVITIES. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
15. ALL DISTURBED AREAS WITHIN CITY, COUNTY, AND STATE RIGHTS-OF-WAY SHALL BE SODDED WITHIN 72 HOURS OF FINAL GRADING. PRIVATE R-O-WYS AND EASEMENTS SHALL BE FULLY SODDED OR SEED & MULCHED AT PROJECT COMPLETION.
16. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES
17. ALL COMMERCIAL/MULTI-FAMILY BUILDINGS SHALL POST A MINIMUM 6 INCH NUMERICAL ADDRESS.
18. COMMERCIAL COMPLEXES WITH MULTIPLE SUITES/UNITS SHALL POST A MINIMUM 4 INCH NUMERICAL ADDRESS ON OR ADJACENT TO THE FRONT AND REAR ENTRY DOOR.



NOTE: TURBIDITY BARRIERS TO BE INSTALLED AT ANY CONCENTRATED POINT OF RUNOFF DURING CONSTRUCTION. EXACT LOCATIONS TO BE DETERMINED.

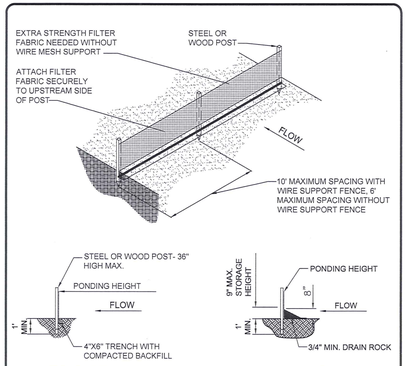
LEGEND

INSTALL SILT FENCE

INSTALL FLOATING TURBIDITY BARRIER

EROSION CONTROL PLAN

SCALE: 1" =30'

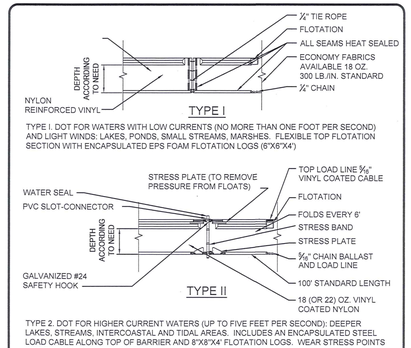


TRENCH DETAIL — INSTALLATION WITHOUT TRENCHING

NOTES:

1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

TYPE IV SILT FENCE (N.T.S.)



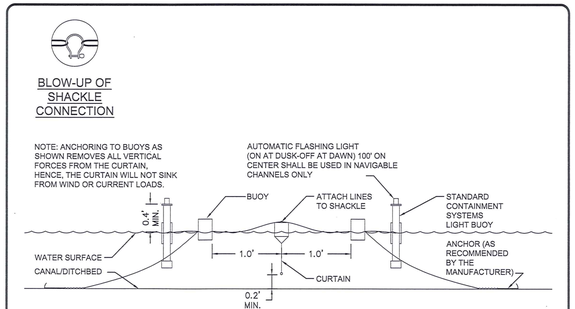
TYPE I. DOT FOR WATERS WITH LOW CURRENTS (NO MORE THAN ONE FOOT PER SECOND) AND LIGHT WINDS: LAKES, PONDS, SMALL STREAMS, MARSHES. FLEXIBLE TOP FLOTATION SECTION WITH ENCAPSULATED EPS FOAM FLOTATION LOGS (6"X6"X4')

TYPE 2. DOT FOR HIGHER CURRENT WATERS (UP TO FIVE FEET PER SECOND): DEEPER LAKES, STREAMS, INTERCOASTAL AND TIDAL AREAS. INCLUDES AN ENCAPSULATED STEEL LOAD CABLE ALONG TOP OF BARRIER AND 8"X8"X4' FLOTATION LOGS. WEAR STRESS POINTS ARE REINFORCED WITH SHIELDS.

TYPE 3. DOT IS SIMILAR TO TYPE 2, DOT EXCEPT THAT POLYPROPYLENE FILTER FABRIC IS PERMANENTLY INSERTED INTO THE BARRIER SKIRT TO MEET SOME STATE'S SPECIFICATIONS.

FLOATING TURBIDITY BARRIER (N.T.S.)

BLOW-UP OF SHACKLE CONNECTION



TYPE "ABOVE GRADE" WITH STRAW BALES

ORIENTATION WHEN INSTALLED (TIDAL SITUATION - TYPE III) (N.T.S.)

N:\HBP\18-56E Crabby Docks\dwg\18-56E dwg, C-3 Notes and Details, Clint Rahjes

Aug. 23, 18, 12:29 PM

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FILE NAME :
REF. # : 18-56E
F.B. & PG. : 869/37+

Crabby's DOCKSIDE Ft. Pierce, Florida

General Notes and Details

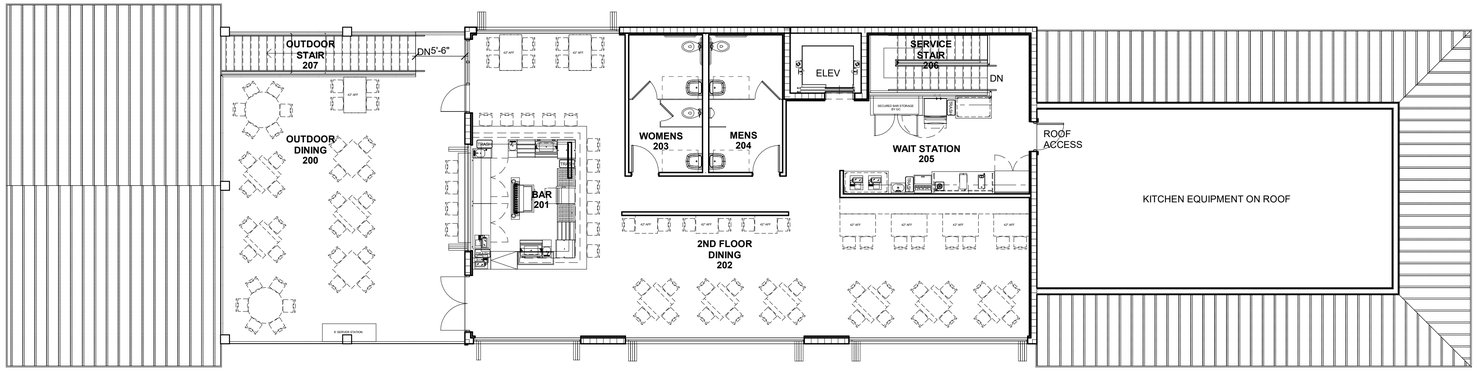
SHEET C-3

SEATING COUNTS:

1ST FLOOR	
BAR	8
(3) 2 TOPS	6
(17) 4 TOPS	68
(2) 6 TOPS	12
	94
2ND FLOOR	
BAR	15
(3) 2 TOPS	6
(18) 4 TOPS	72
(2) 6 TOPS	12
	105
TOTAL SEATS	**199**

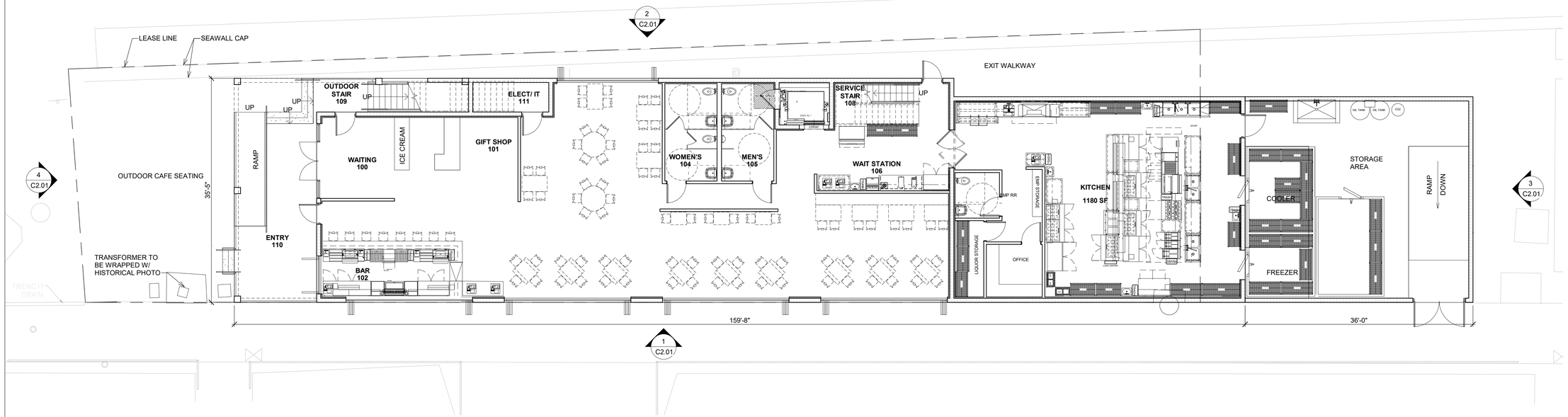
AREA CALCULATIONS

AIR CONDITIONED AREAS	**7,035 SF**
1ST FLOOR	4,932 SF
2ND FLOOR	2,103 SF
EXTERIOR AREAS UNDER ROOF	**1,436 SF**
1ST FLOOR	589 SF
2ND FLOOR	847 SF
GROSS AREA	**8,471 SF**
1ST FLOOR	5,521 SF
2ND FLOOR	2,950 SF



2 2ND FLOOR PLAN

1/8" = 1'-0"



1 1ST FLOOR PLAN

1/8" = 1'-0"

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751
F: 772 460 4244

WWW.ARCHITECTONICINC.COM

STATE REG # AA26003348

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PROJECT

CRABBY'S DOCKSIDE

FT. PIERCE, FL

CLIENT

BEACHSIDE HOSPITATLITY GROUP

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION

KEY PLAN

SHEET TITLE / SHEET NUMBER

CONCEPTUAL FLOOR PLANS

C1.00

PROJECT NUMBER **C18034**

DATE **08/24/2018**

2 VIEW FROM WEST (APPROACH)

1 VIEW FROM EAST (RIVER)

ARCHITECT

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FT. PIERCE, FL

CLIENT

BEACHSIDE HOSPITATLITY GROUP

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION

KEY PLAN

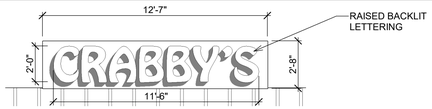
SHEET TITLE / SHEET NUMBER

CONCEPT ELEVATION 3D VIEWS

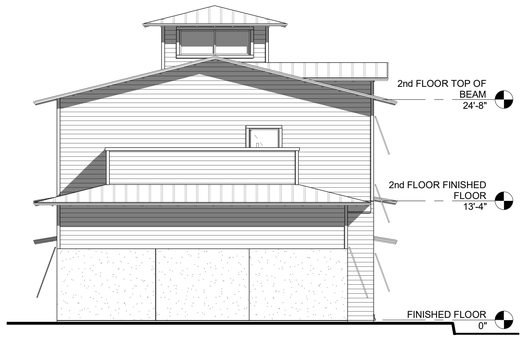
C2.00

PROJECT NUMBER **C18034**

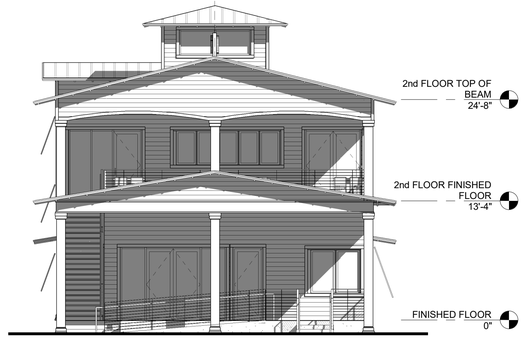
DATE **08/24/2018**



6 SIGN DETAIL
1/4" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



4 SOUTH ELEVATION
1/8" = 1'-0"

2 WEST ELEVATION
1/8" = 1'-0"

1 EAST ELEVATION
1/8" = 1'-0"

ARCHITECT

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PROJECT

CRABBY'S DOCKSIDE

FT. PIERCE, FL

CLIENT

BEACHSIDE HOSPITATLITY GROUP

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION

KEY PLAN

SHEET TITLE / SHEET NUMBER

CONCEPTUAL ELEVATIONS

C2.01

PROJECT NUMBER **C18034**

DATE **08/24/2018**

5 BUILDING OVERLAY ON SITE

3 NORTH ELEVATION

4 SOUTH ELEVATION

6 SIGN DETAIL

2 WEST ELEVATION

1 EAST ELEVATION

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Marina Fuel Dock	CBD	PUR
South	Marina Store & Restrooms	CBD	PUR
East	Marina Docks	-	-
West	Marina Docks	-	-

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	CBD	PUR	197 seat restaurant (Tiki Bar)	0.163	AE 4
****Proposed**	CBD	PUR	199 seat restaurant (Crabby's)	0.225	AE 4

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot (Use 40 gpd per seat)
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 7,880 gpd
**Proposed Zoning/FLU	Total gallons per day 7,960 gpd
**Change in Demand	Total gallons per day 80 gpd

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot (Use 40 gpd per seat)
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 7,880 gpd
**Proposed Zoning/FLU	Total gallons per day 7,960 gpd
**Change in Demand	Total gallons per day 80 gpd

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	N/A	N/A	N/A
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	N/A	N/A
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)

Demand Analysis	Maximum
Current Zoning/FLU	N/A
****Proposed Zoning/FLU**	N/A
***Change in Demand**	N/A

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	Per discussions with City of Ft. Pierce Engineering and SFWMD, there is no volume of retention required since the pre- and post-development sites both discharge roof runoff only into the adjacent Indian River lagoon.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

(Assume high-turnover restaurant ITE 932 - 4.83 AADT and 0.47 peak hour per seat)

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	952	93
****Proposed Zoning/FLU**	961	94
***Change in Demand**	Trips 9	Trips 1
Impact to Capacity	No significant Impact	

IV. Project Description

PHASING			
Is this project (phase) part of a larger project? ☐Yes ☑No			
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.			
Total Project: Residential Units:	Single Family:	Multifamily:	
Non-residential (square footage): 6,035 sf			
Mixed-use (describe use):			
(If this is a single phase project, name it Phase I – Total)			

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached	N/A				
Single-family, attached	N/A				
Multi-family	N/A				
Other (specify)	N/A				

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Sit Down Restaurant		6,035		Fall 2018	Spring 2019

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☑Yes ☐No
If yes, what is the size of the structure(s) to be demolished or re-used? 5,609 sf including deck

2. What is the current use of the structure to be demolished or re-used? Sit-down restaurant

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☑Yes ☐No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

CRABBY'S DOCKSIDE
CITY OF FORT PIERCE

TRAFFIC IMPACT STATEMENT
July 31, 2018

Prepared by:
CARTER ASSOCIATES, INC.

INTRODUCTION

This is a Traffic Impact Statement prepared for a proposed 198-seat sit-down restaurant to be known as "Crabby's Dockside". This statement is being supplied to City of Fort Pierce in conjunction with a development review application.

EXISTING CONDITIONS

The site is currently occupied by a 197-seat sit-down restaurant known as the "Tiki Bar".

PROPOSED CONDITIONS

The existing building will be demolished and replaced with the proposed 199-seat sit-down restaurant. The site is located in the "Downtown Business and Entertainment Overlay District" and is exempt from off-street parking requirements.

TRIP GENERATION

Using the 8th edition of the ITE Trip Generation Report, the following average daily trips and peak hour trip volumes for the proposed building uses were determined:

JOHN H. BLUM
LICENSE
No 45813
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

7/31/18

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Land Use	ITE Code	Intensity (seats)	Daily Trips	AM Total	AM in	AM out	PM Total	PM in	PM out
Proposed 198-seat Restaurant (Crabby's) (Assume High Turnover Sit-Down Restaurant)	932	198	956	93	48	45	81	46	35
Existing 197-seat Restaurant (Tiki Bar) (Assume High Turnover Sit-Down Restaurant)	932	197	952	93	48	44	81	46	35
Net Increase		1	5	0	0	0	0	0	0

Trip generation was computed using the following data from the 8th edition of the ITE Trip Generation Manual

Daily Trip Generation

High-Turnover (Sit-Down) Restaurant	ITE #932	4.83 Average Vehicle Trip Ends per seat

AM Peak Hour

High-Turnover (Sit-Down) Restaurant	ITE #932	0.47 Average Vehicle Trip Ends per seat (52% entering, 48% exiting)

PM Peak Hour

High-Turnover (Sit-Down) Restaurant	ITE #932	0.41 Average Vehicle Trip Ends per seat (57% entering, 43% exiting)

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CONCLUSION

As seen above, an analysis of the traffic impacts associated with the proposed restaurant was performed using data provided by the 8th edition of the ITE Trip Generation Manual. The calculations demonstrate that the proposed restaurant with one (1) extra seat compared to the existing restaurant will cause a very slight increase in traffic volumes. Therefore, the results indicate that an acceptable level of service will be maintained on the roadways servicing this project.

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THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: August 16, 2018
Property Address: 5 Avenue A – Development & Design Review
Property Name:
Project Name: Crabby's
Planner: Vennis Gilmore

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☑ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Be Aware of the neutral pass through to the meter

Building Official's or Representative's Signature _____ Date: 8/14/18

Please see the updated comment below concerning the submission for Crabby's Dockside discussed at the TRC meeting on 8/16/18.

Site Plan - Crabby's Dockside - 5 Avenue A (Vennis Gilmore)

· W/WW Engineering: FPUA is presently investigating the means by which water and wastewater service is being rendered to the subject site. Our department will contact the developer's civil engineer once this information is discovered.

· W/WW Engineering: FPUA currently has water and wastewater services available in the area to serve this development. However, given the proposed changes outlined in this TRC application Water and Wastewater engineering will require 2 full-size (24" x 36") sets of utility drawings for our plan review process.

· Electric & Gas Engineering: Approved as noted :

§ Electric and Gas Engineering Department have reviewed the TRC application for Development Review & Design Review – Crabby's – 5 Avenue A. FPUA currently provide both electric and gas service to the existing structure.

§ Gas service is currently located along the west side of the existing structure. However, FPUA will require design plan (riser diagram with the anticipated load) for the propose building.

§ Electric service is currently fed from a 150Kva, 120/208V pad mounted transformer (FPI #11171). Again, FPUA will require electric plans (riser diagram with the anticipated load) for the propose building.

§ Please be aware there is an existing pad mounted transformer (FPI #32569) on the east side of the existing structure that is currently servicing some of the docks. It may be prudent to look at adjusting the proposed building foot print to accommodate the existing pad mounted transformer and dock service main.

§ Please provide a copy of the AutoCad drawing.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you

Regards,

Martha Kerr

Staff Assistant

W/WW Engineering Department

Fort Pierce Utilities Authority

1701 S. 37th Street

Fort Pierce, FL 34947

Telephone: (772) 466-1600, Ext. 3473

Fax: (772) 468-2414

mkerr@fpua.com

August 13th, 2018

Project: **Crabby's - 5 Avenue A**
Subject: **SURVEY REVIEW**
To: Vennis Gilmore
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

I have no comments.

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Ionis Jefferson-Swoope
11201 Corporate Circle N., Ste 100
St. Petersburg, FL. 33716

Re: Annexation – Crabby's – 5 Avenue A

Dear Beachside Hospitality Group,

The following are comments from the Planning Department's review of the application for the Development Review & Design Review Applications (Please Provide a Written Response to all responsible Departments):

1) The site plan submitted for review indicates there are 198 seats (6,966 SF of air conditioned area); however, the submitted application indicates 199 seat (6,035 SF of air conditioned area). Please revise submitted documents and plans to reflect the correct numbers.

2) Please correct Concept Elevation 3D Views (C2.00) to specify river view as "View from East".

3) Please provide description/specifications for what is shown on the site plan (Sheet C-1) landscape area.

4) Prior to Certificate of Occupancy; please provide a Landscape Bond pursuant to City Code Section 22-187.

5) Please submit Certificate of Appropriateness Application (including building materials and colors), no later than September 7, 2018 for consideration by the Historic Preservation Board at the September 24, 2018.

6) Please provide a Photometric Plan.

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer JRA

RE : Crabby's Dockside Site Plan - 5 Marina Way
TRC No. 18-07000005

DATE : August 10, 2018

This is to advise you that we have completed the review of the following documents as received by this office on August 3, 2018:

- [x] Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Site Plan
- [ ] 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 engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\C\Crabby's Dockside\Site Plan\Submittal No. 1 - 080318\SP Approval - 081018.docx

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET • VERO BEACH, FLORIDA 32960-3472 • 772-562-4191 • 772-562-7180 (FAX)

JOHN H. BLUM, P.E., PRINCIPAL
DAVID E. LUETHJE, P.S.M., PRINCIPAL
GEORGE A. SIMONS, P.E., PRINCIPAL
PATRICK S. WALTHER, P.E., PRINCIPAL
MARVIN E. CARTER, P.S.M., Consultant to the Firm
DEAN F. LUETHJE, P.E., (FL & NC) Consultant to the Firm

FRANK S. CUCCURESE, P.S.M.
CLINTON J. RAHJES, P.E.
STEVE D. SNOBERGER, P.E.

August 24, 2018

Mr. Vennis Gilmore, Planning Analyst
City of Fort Pierce
Planning Department
100 N. US Highway 1
Fort Pierce, Florida 34950

RE: Crabby's Dockside
Site Plan
5 Avenue A
TRC No. 18-07000005

Dear Mr. Gilmore:

Please find attached eight (8) copies of the revised site plan (1 original) and architectural drawings for the above referenced project. Also included is an electronic version of the submittal. In addition, the following comments are in response to Technical Review Committee meeting held on August 16, 2018:

Planning Department

1. The site plan (site data) and Development Review & Design Review Applications (attached) have been revised to include the proposed seating and air-conditioned area of 199 seats and 7,035 square feet.

2. The architectural river view elevation on sheet C2.00 has been re-labeled as 'View from East".

3. The note referencing landscape area has been removed from sheet C-1. This small area between the building and ramp will be sodded.

4. Per section 22-16 (b) (3) (c) (2.), all parcels within the "Downtown Business and Entertainment District" are exempt from landscaping requirements. Therefore, a Landscape Bond is not required.

5. The architect will submit the Certificate of Appropriateness Application today (8/24/18).

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6. There is no site lighting proposed with this plan. All wall lighting associated with the proposed structure will be provided with the architectural plans at building permit submittal along with any photometric information.

Engineering Department

1. It is acknowledged that the Engineering Department recommends approval of the site plan.

FPUA

- Water and Wastewater Engineering

1. We have met with FPUA water/wastewater staff on-site to review service connections. Further coordination with the department will occur prior to FPUA Plan Review Application.

2. It is acknowledged that two (2) full sets of utility drawings will be required for the Plan Review Application.

- Electric & Gas Engineering

1. It is acknowledged that both electric and gas serve the existing structure.

2. It is noted that gas service is currently located along the west side of the existing structure and the architect will coordinate with FPUA for the requested gas riser diagram with the anticipated load.

3. It is noted that electric service is fed from a 150Kva, 120/208V pad mounted transformer on the east side of the existing structure and the architect will coordinate with FPUA for the requested electric riser diagram with the anticipated load.

4. The existing pad mounted transformer on the east side of the existing structure is well outside the footprint of the new building.

5. An AutoCad file of the site plan will be emailed to FPUA staff.

SLC Survey

1. Acknowledged. No comments.

Building Department

1. It is acknowledged the Building Official has no comments at this time, but reserves submission of comments upon completion of the official plan review.

2. A pre-construction meeting is scheduled for September 13th.

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3. It is acknowledged that all construction shall meet the requirements of the Florida Building Code 6th Edition.

8. The majority of the site is currently located within flood zone AE 4.0 with only a small portion along the eastern sidewalk in the VE 7.0 zone. Upon examination of the future flood zone maps for this area, the site will be re-designated to be in flood zone AE 5.0. The finished first floor elevation of the proposed building is proposed at El. 7.5 NAVD.

10. It is acknowledged that a building permit is required.

Hopefully we have addressed all of your concerns, however, if you should have any questions or need additional information, please do not hesitate to contact me at our office.

Sincerely,

CARTER ASSOCIATES, INC.

John H. Blum, P.E.
Principal

Cc: Keith Diaz, Stantec
Michael Seal, Architectonic
Michael Jacquin, Jacquin & Sons Construction

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D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, SEPTEMBER 11, 2018, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Tim O'Connell**; **Gloria Johnson-Scott**; **Bob Burdge**; **Michael Broderick**; **Frank Creyaufmiller**, **Chairman**

Absent: **Brian Paul**

Staff Present: **Rebecca Grohall**, **Planning Director**
Benjamin Bryan, **Interim City Attorney**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Paul was excused.

5. APPROVAL OF MINUTES

a. Minutes from the August 14, 2018 meeting

Motion was made by Michael Broderick, and seconded by Tim O'Connell to approve the minutes from the August 14, 2018 meeting.

AYE: **Bob Burdge**, **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

6. NEW BUSINESS

a. **Conditional Use - Winter Dwelling Rentals - 1931 & 1933 Crestview Drive**

Mr. Gilmore gave an overview of the application.

Margaret Mackenzie, Resident, spoke in favor of the application.

Mr. Broderick provided the Board a copy of his Fort Pierce vacation rental Business Tax License and also his St. Lucie County Business Tax Receipt for his Property Management Company. Mr. Broderick suggested the Board consider that the Business Tax control number appear in advertisements for the dwelling rental and that the property manager be licensed through St. Lucie County.

Ms. Grohall stated the City Commission has talked about trying to regulate units and whether or not it is possible to require a professional manager. She said the Board can add the conditions to there recommendation to City Commission.

Board discussion ensued.

The Board asked the Planning department to further investigate requiring dwelling rentals to have a St. Lucie County licensed property manager on staff.

Motion was made by Michael Broderick, **and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:**

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles per unit.
6) To include the City of Fort Pierce Businee Tax property control number on all advertising.

AYE: **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

b. **Conditional Use - Word of Faith Christian Academy - 907 N. 13th Street**

Mr. Cregan gave an overview of the application and answered questions from the Board on the Code Enforcement lien and improvements to the property.

Ms. Grohall stated the city would have to take action to foreclose on the liens. She said the liens run with the property so they are not necessarily assumed by the tenant and they stay with the property until the liens are paid. Ms. Grohall proceeded to say that once the building permit issues are resolved, the applicant can meet with the Code Enforcement department to dicuss lien reductions. Ms. Grohall explained that the applicant and architect met with the building department today to discuss moving forward with resolving the outstanding building issues.

Board discussion ensued.

Jerome Rhyant, Executive Director of the Love Center, clarified what has happened to the building since 2016 and stated the roof was destroyed in last year's hurricane. Mr. Rhyant explained that 907 N. 13th Street is the main address for the property and where the school will be located but the construction and liens are for the building at 911 N. 13th Street.

Mr. Creagan stated that the address tied to the liens is 907 N. 13th Street.

Ms. Grohalll explained that 911 N. 13th Street and 907 N.13th Street it is all part of one site.

Mr. Rhyant said the business address is 907 N. 13th Street and the building is a few years old. He went on to say that the building located at 911 N. 13th Street is 50 years old and under renovation.

Ms. Johnson-Scott commented that the building the school is requesting is a nice up to date building that is fenced in.

Board discussion ensued on removing the condition to address Code Enforcement and Building department's comments and concerns.

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to the City Commission with the following conditions:

1. A Change of Use permit must be filed with the Building Department and approved before the school can begin operations.
2. A landscape plan that demonstrates compliance with City Code 22-187, General Landscaping requirements must be submitted with the Change of Use building permit.
3. A lighting plan or photometric survey must be submitted with the Change of Use building permit that verifies lighting in the parking lot is in accordance with City Code 22-60 (j).
4. A unity of title must be performed on all parcels that will be utilized by the school.

AYE: **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

c. **Conceptual Site Plan - Sweetwater Village - 4001 Oleander Avenue**

Mr. Cregan gave an overview of the application and answered questions from the Board on the type of housing designation.

Ms. Grohall stated the state regulates 55 plus communities because of the special tax incentives and the applicant is pursuing a federal tax credit program specifically geared for senior housing.

No one spoke for or against the application.

Motion was made by Gloria Johnson-Scott, and seconded by Michael Broderick to forward a recommendation of approval for the conceptual parameters of the proposal to the City Commission with the following condition:

1. Formal Site Plan, Design Review, & Concurrency review will be required before this project can be developed on this site.

AYE: **Gloria Johnson-Scott**, **Bob Burdge**, **Michael Broderick**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

d. **Planned Development - Indian River Villas - 401 & 411 S. Indian River Drive**

Mr. Gilmore gave an overview of the application and answered questions from the Board on the landscaping hedge height, the kayak launch connection and development of the lot across the street.

Dr. Ronald Lyman, Resident, provided the Board a packet and spoke against the project.

Ms. Grohall explained that 2 years ago the City Engineer documented that the land far extends past the bulkhead line. She stated the City Engineer working in conjunction with the Army Corp of Engineers and Florida DEP has already permitted the bulkhead installation as shown on the plan, which matches the bulkhead installation for the project when it was approved as a 24 unit condominium.

Steve Hula, Downtown Resident, spoke against the project.

Rick Reed, a principal of the project, provided additional information and explained that the density will be lowered going from 24 units to 12 units and there will be a nice view of the river.

William Stoddard, Engineer of Record from Schulke, Bittle and Stoddard, provided detailed information on the bulkead and buildings.

Harold Holzberg, Resident, spoke against the project.

Ms. Grohall explained the updated traffic statement would reflect the proposed impacts of the previously approved project versus the impacts of the newly proposed project.

Jodah Bittle, Schulke Bittle and Stoddard, stated they are aware of the Fort Pierce Engineering comments and they are being addressed.

Motion was made by Bob Burdge, **and seconded by Michael Broderick to recommend approval of the presented plan (PD) and rezoning request with the following conditions:**

1) Site Lighting is provided in accordance with Land Development Code 22-600)(1) Off Street Parking and Loading at the time of Building Permit Review.
2) Please provide an updated traffic impact statement.

AYE: **Bob Burdge**, **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

e. **Site Plan - Publix - 1889 N. US Highway 1**

Mr. Cregan gave an overview of the application.

Michael Jacquin, Jacquin and Sons Construction, asked if parking improvements will be completed.

No one spoke against the project.

Motion was made by Tim O'Connell, and seconded by Bob Burdge to forward a recommendation of approval to the City Commission.

AYE: **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

f. **Site Plan - Crabby's Dockside Restaurant - 5 Avenue A**

Mr. Gilmore gave an overview of the application and answered questions from the Board on architectural features, relocating the sign, seating capacity and square footage.

Ms. Grohall stated staff has been having conversations with the applicant and she feels confident they will reach a consensus on the design. Ms. Grohall went onto say that one of the designs the applicant mentioned today is a similar restaurant chain that has a white facade, with natural wood and they pick up color in the canopies and awnings and with colored LED lighting.

Mike Menard, Architectonic, stated they are willing to work with staff on color selections and they will have a wide variety of options available with the LED lighting. Mr. Menard answered questions from the Board.

Mike Jacquin, Jacquin and Sons, provided additional design information and asked for input from Ms. Grohall on the LED lighting.

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to recommend approval of the proposed Site Plan and Design Review with the following conditions:

1) Per City Code Section 15-5 (1); Roof signs are prohibited. Please assign a different placement of the wall sign.
2) Per City Code Section 22-59 and Chapter 23; the design features must be reasonably consistent with the historic character of the predominant architectural style within the historic district (Downtown). Please consider a brighter color palette to match the "Key West" architectural theme along the marina.

AYE: **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

7. BOARD COMMENTS

Chairman Creyaufmiller asked Ms. Grohall what the Board needs to do in regards to Mr. George's resignation and his Vice-Chair position.

Ms. Grohall stated the elections will take place at the next meeting and the City Clerk has been made aware of Mr. George's resignation and asked to confer with Commissioner Sessions for consideration of applicant's.

8. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Development Review & Design Review - Crabby's Dockside - 5 Ave. A (Marina Way)

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: September 16th, 2018

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: **DATE:** September 19th, 2018

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2115927	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 16, 2018

Sworn to and subscribed before me this day of, September 17, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 1, 2018 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Development Review of a Site Plan submitted by property owner and applicant, Real Sub, LLC and representative Jason Kendall of CWH Real Estate Services, to demolish and reconstruct the Publix at Taylor Creek Plaza at 1889 N. US Highway 1, Fort Pierce, FL. The demolitions will take place on the existing Publix store and the back side of the former West Marine store. The rest of the plaza will remain. The new Publix will total 46,013 sq. ft. The property is zoned General Commercial Zone (C-3). Parcel ID: 1433-440-0005-000-0.
2. Application for Development Review of a Conceptual Site Plan submitted by property owner and applicant, Oleander Oaks LLC and representative Jason Goldfarb, of Green Mills Holdings, LLC, for the approval of an affordable housing apartment complex for seniors 55 and older. The development is planned to accommodate anywhere from 80-100 units total. The parcel has split zoning as the northern 4.3 acres has a zoning designation of C-3, General Commercial Zone and a future land use of GC, General Commercial. The southern 12.88 acres has a zoning designation of R-4, Medium Density Residential and a future land use of RM, Medium Density Residential. The development will commence on the south 12.88 acres of the parcel. The parcel ID for the property is 2433-144-0001-000-6.
3. Application for Development Review of a Site Plan submitted by property owner, City of Fort Pierce and Applicant Greg Powers, CEO of Beachside Hospitality Group, to construct a new restaurant (Crabby's Dockside) consisting of 7, 035 sq. ft. and 199 seats. The property is zoned Planned Unit Redevelopment Zone (PUR). Parcel ID: 2410-503-0041-030-7.
4. Application for a Conditional Use with No New Construction submitted by property owner and applicant, Larry Winter, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 1931 & 1933 Crestview Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-810-0010-000-7.
5. Application for a Conditional Use with No New Construction submitted by property owner, The Love Center Regeneration Ministries and Applicant Natalee Edwards, to operate a private K-12 school with a proposed max enrollment of 120 students at the Love Center Regeneration Ministries at 907 N. 13th Street, Fort Pierce, FL. The property is zoned Planned Unit Redevelopment Zone (PUR), Parcel ID(s): 2404-813-0031-000-8, 2404-813-0034-000-9, 2404-813-0033-000-2, & 2404-813-0032-000-5.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub September 16 2018
TCN 2115927

City Commission Regular Meeting **12.b.**

Meeting Date: 10/01/2018

Re: Conditional Use - Winter Dwelling Rentals - 1931 & 1933 Crestview Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Application for a Conditional Use with No New Construction submitted by property owner and applicant, Larry Winter, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 1931 & 1933 Crestview Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-810-0010-000-7.

SUMMARY:

The applicant is requesting the review and approval of a Conditional Use to operate Dwelling Rentals at 1931 & 1933 Crestview Drive, to offer lodging of less than six (6) months and a minimum of one (1) month to guests. The subject property consists of an apartment duplex. The apartment duplex structure contains two apartments each with (2) bedrooms, one (1) bathroom and traditional support rooms. The apartment duplex has designated two-car paved parking per unit. The property owner, Mr. Winter; is currently building a brand new single-family home at the corner of Crestview Drive and Fernandina Street in South Beach of Fort Pierce. Mr. Winter will live in one of the apartments and rent the other until his new home is complete. The brand new home is expected to be completed sometime in 2019. After completion of his new home; Mr. Winter will move out and began to rent both apartments in the duplex as dwelling rentals. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

RECOMMENDATION:

The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission **approve** the request with the following conditions:

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles per unit.

The Planning Board has suggested adding the following conditions:

6) Include the City of Fort Pierce Business Tax License number on all advertising.
7) Register as a Certified Property Manager with St. Lucie County.

ALTERNATIVES:

Approval with alternative conditions
Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Plannin Analsyt

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential increase in Ad-Valorem, Sales Tax, and Tourism Tax Revenue.

Attachments

Staff Report
Application
Supporting Documentation
Aerial
Location Map
Zoning Map
TRC Comments
Planning Board Minutes
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Vennis Gilmore	09/21/2018 01:52 PM
City Manager	Nick Mimms	09/25/2018 05:19 PM

Form Started By: Vennis Gilmore Started On: 09/19/2018 03:47 PM
Final Approval Date: 09/25/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Conditional Use**
Winter Dwelling Rentals
1931 & 1933 Crestview Drive

DATE: September 19, 2018

STAFF REPORT

Owner/Applicant: Larry Winter
3320 Compass Way
Alpharetta, GA. 30004

Applicant's Request: Approval of a Conditional Use to operate two (2) Dwelling Rentals, offering lodging for less than six months. The identified minimum rental period is identified as one (1) month.

Location(s): 1931 & 1933 Crestview Drive

Parcel ID: 2401-810-0010-000-7

Current Zoning: Hutchinson Island Medium Density Residential Zone (R4-A)

Future Land Use: Hutchinson Island Residential (HIR)

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R4-A	R-4A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate Dwelling Rentals at 1931 & 1933 Crestview Drive, to offer lodging of less than six (6) months and a minimum of one (1) month to guests. The subject property consists of an apartment duplex. The apartment duplex structure contains two apartments each with (2) bedrooms, one (1) bathroom and traditional support rooms. The apartment duplex has designated two-car paved parking per unit. The property owner, Mr. Winter; is currently building a brand new single-family home at the corner of Crestview Drive and Fernandina Street in South Beach of Fort Pierce. Mr. Winter will live in one of the apartments and rent the other until his new home is complete. The brand new home is expected to be completed sometime in 2019. After completion of his new home; Mr. Winter will move out and began to rent both apartments in the duplex as dwelling rentals. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

The property is located at the southeast corner of Crestview Drive and Granada Street. The subject site is surrounded by multi-family uses to the south, east, and west, and a vacant lot to the north.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a "Vacation rental", and defined such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than one (1) month. The rental of a dwelling for periods at a minimum of one (1) month, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	**Vacation Rental**
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License

Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Zoning & Land Use

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R4-A) district which is designed to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

The Hutchinson Island Residential (HlR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

Parking

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject site features a two (2) parking spaces per unit.

Conditional Use

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than one (1) month would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the City Commission.

Property Owner Response Summary:

A total of 42 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation:
The Planning Board, at their September 11th, 2018 meeting, voted unanimously to recommend **approval** of the request.

Staff Recommendation:
The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission **approve** the request with the following conditions:

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles per unit.

The Planning Board has suggested adding the following conditions:

6) Include the City of Fort Pierce Business Tax License number on all advertising.
7) Register as a Certified Property Manager with St. Lucie County.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 1933 Crestview Drive
1931 CRESTVIEW DRIVE FORT PIERCE, FL 34949

Parcel ID #(s) 2401-810-0010-000-7

Project description SHORT TERM RENTALS

LARRY & SELINA WINTER
Property Owner(s)
1931 & 1933 CRESTVIEW DRIVE
Street Address
FORT PIERCE FL 34949
City State Zip
770-714-2246
Phone Number
larry-winter30076@yahoo.com
Email Address

LARRY WINTER, OWNER
Applicant/Representative, Title, Company
3320 COMPASS WAY
Street Address
ALPHARETTA GA 30004
City State Zip
770-714-2246
Phone Number
larry-winter30076@yahoo.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.*

Larry Winter Selena Winter
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY
The foregoing instrument was acknowledged before me this 29th day of July, 2018, by Lawrence E Winter, Selina D Winter who is personally known to me or has produced GADL 028441073 / 064696669 as identification.

Emerson Merizier
Signature of Notary

(seal)

Emerson Merizier
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF986798
Expires 4/27/2020

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_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

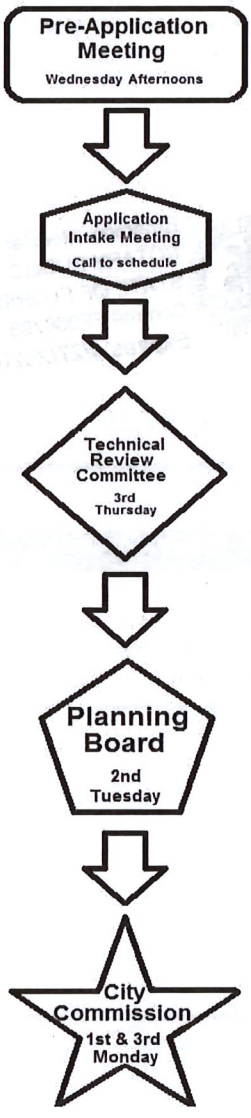
Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☑ *If no site improvements are required:*
  - ☑ As-built survey
  - ☑ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☐ Complete, notarized application

Application Outlook



Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 3,288 Parking Spaces: 4

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

North	South	East	West
Vacant	Duplex	Duplex	Duplex

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Conditional Use Application for Parcel 2401-810-0010-000-7
1931 and 1933 Crestview Drive

Checklist and supporting documentation for application:

1.	Narrative	Page2
2.	Rules and Regulations	Page 3
3.	Tax Records	Page 4
4.	Zoning	Page 5
5.	Aerial View	Page 6
6.	View Looking North	Page 7
7.	View Looking East	Page 8
8.	View Looking West	Page 9
9.	Front Picture	Page 10
10.	Right Unit Side Picture (1931 Crestview Drive)	Page 11
11.	Left Side Picture (1933 Crestview Drive)	Page 12
12.	Floorplan	Page 13
13.	Survey (Blown up/close up view)	Page 14
14.	Survey with notes and legal description	Page 15

Property Owners/Applicants:

Selina and Larry Winter

Current Local Address:
1931 Crestview Dr
Fort Pierce, Fl 34949

Current Mailing Address:
3320 Compass Way
Alpharetta, GA 30004

Emails:
selinadalewinter@Hotmail.com
Larry_Winter30076@yahoo.com

Phone Numbers:
Selina Winter 678-361-4558
Larry Winter 770-714-2246

Narrative for Parcel 2401-810-0010-000-7
1931 and 1933 Crestview Drive

- Submission of an application for a Conditional Use Permit with No New Construction, submitted by Property Owners (Selina and Larry Winter) to operate a Dwelling Rental offering lodging for less than six (6) months with a minimum rental period of one (1) month at 1931 and 1933 Crestview Drive, Fort Pierce, Fl.

- The property is zoned R-4 , Medium Density Residential Zone (Parcel 2401-810-0010-000-7).

- Property is a duplex located on Hutchinson Island. Property is just off S Ocean Drive (at corner of Crestview Drive and Hernando Street).

- Owner Larry Winter attended a pre-application meeting on Wednesday July 25, 2018. Vennis Gilmore (Planning Analyst with City of Fort Pierce Planning Department) and Ed Roseberry (Plans Examiner with City of Fort Pierce Building Department) were also at the meeting.

- Owners are building a new house at the corner of Crestview and Fernandina (new house is currently in design stage with architect).

- Owners will use on side and rent the other side of the duplex. After their new house is complete (completion should be in 2019), owners will move to new house (two blocks away) and then rent both sides of duplex.

Rules and Guidelines for Parcel 2401-810-0010-000-7
1931 and 1933 Crestview Drive

1. All tenants will fill out a rental application and agree to a background check prior to final rental approval. There is also no guarantee of final rental approval just by submitting an application.
2. Only those designated in agreement as tenant shall occupy the unit unless written consent of Owner or Owners agent is obtained.
3. Tenant shall not assign the agreement or sublet the premises or any part thereof. Any unauthorized transfer of Interest by the Tenant shall be a material breach of this agreement.
4. Units will be completely furnished including housewares and linens. Units are privately owned and interior decor will vary according to owners taste. Tenant is expected to return the unit and furnishings in same condition as start of agreement.
5. All rentals are subject to state and local state taxes.
6. Monthly minimum rental requirements are according to City and County Rules and Regulations only.
7. Telephone service is not provided by the owner.
8. Cable, electric, water/sewer, yard service, and trash service are all provided by the owner.
9. Tenant is responsible for setting out to the curbs and removing the trash and recycle bins from the curbs for weekly pickups (Mondays for just trash. Thursdays for trash and recycling).
10. Reservation fees required are as follows:
$1000.00 security deposit, $50.00 non-refundable processing fee, $125.00 non-refundable cleaning fee and advance rent payment of at least $1000.00, totaling at least $2175.00.
Balance of lease is due at least 60 days prior to occupancy. Monthly payment will vary by month rented (range of $1000 to $3000/month).
11. Tenant will be responsible for a $3.00 per day ($4.00 for June, July and August) electric fee for the term of the lease.
12. Pets are usually not permitted, however, there are some units that will allow pets with the owner's PRIOR approval. Ask us for pet application. If an exception is made, tenant agrees to execute a pet addendum and Owner will charge a non-refundable pet fee and/or a pet Deposit.
13. Smoking or drugs are NOT permitted in or around rental units at any time.
14. Tenant will agree to coordinate and communicate with the property manager in a timely manner to resolve any emergencies, complaints, or violations of City Code. Property manager agrees to be accessible at all times via phone or text. Tenant will confirm their cell number(s) and email(s) at check in.
15. Maximum of four people total per unit (this includes children).
16. Maximum of 2 vehicles per unit . All vehicles will be parked in driveway or car port at all times. No boats, trailers, motorcycles, jet skis, or RVs on property without prior owner approval.
17. Tenants agree to read and review the area guide booklets (provided by City Code Enforcement) regarding local rules and public service resources prior to signing rental agreement and paying reservation fees. A pdf copy will be provided with rental application.
18. Property manager will meet tenant at arrival/check in, will walk property with tenant to confirm property condition, and review area guide booklets with tenant.
19. With 8 hours notice, Owner or Owners representative(s) have the right to enter the unit for the purpose of making repairs, or to inspect unit. Owner & Property Manager and/or its representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises. Tenant shall not alter premises or add locks without prior written consent from Owner or Owners representative.
20. CHECK-IN: Check-In time is any time after 3:00 p.m. Property manager will meet tenant at check in, will walk property with tenant to confirm property condition, and review area guide booklets with tenant. If tenant plans to arrive after 5:00 p.m. Tenant will need to call the Property Manager at least one week in advance to arrange special timing for key pick up. REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON.
CHECK-OUT: Check-Out time is any time before 10:00 a.m. Tenant shall be liable for any damages as a result of late check-out as described in agreement.

Tax Record for Parcel 2401-810-0010-000-7
1931 and 1933 Crestview Drive

Michelle Franklin
Certified Florida Appraiser

✖ Close Property Card

Basic Info | Buildings | Features/Yard Items | Values | Sales | Permits | Tools | Property Card | Summary

Property Identification

Site Address: 1931 CRESTVIEW DR
Sec/Town/Range: 01/35S/40E
Map ID: 24/01H
Zoning: R4A

Parcel ID: 2401-810-0010-000-7
Account #: 15601
Use Type: 0800
Jurisdiction: Fort Pierce

Ownership

Selina D Winter
3320 Compass WAY
Alpharetta, GA 30004

Legal Description

TROPICAL BEACH BLK 2 LOT 1 (OR 4124-1221)

Current Values

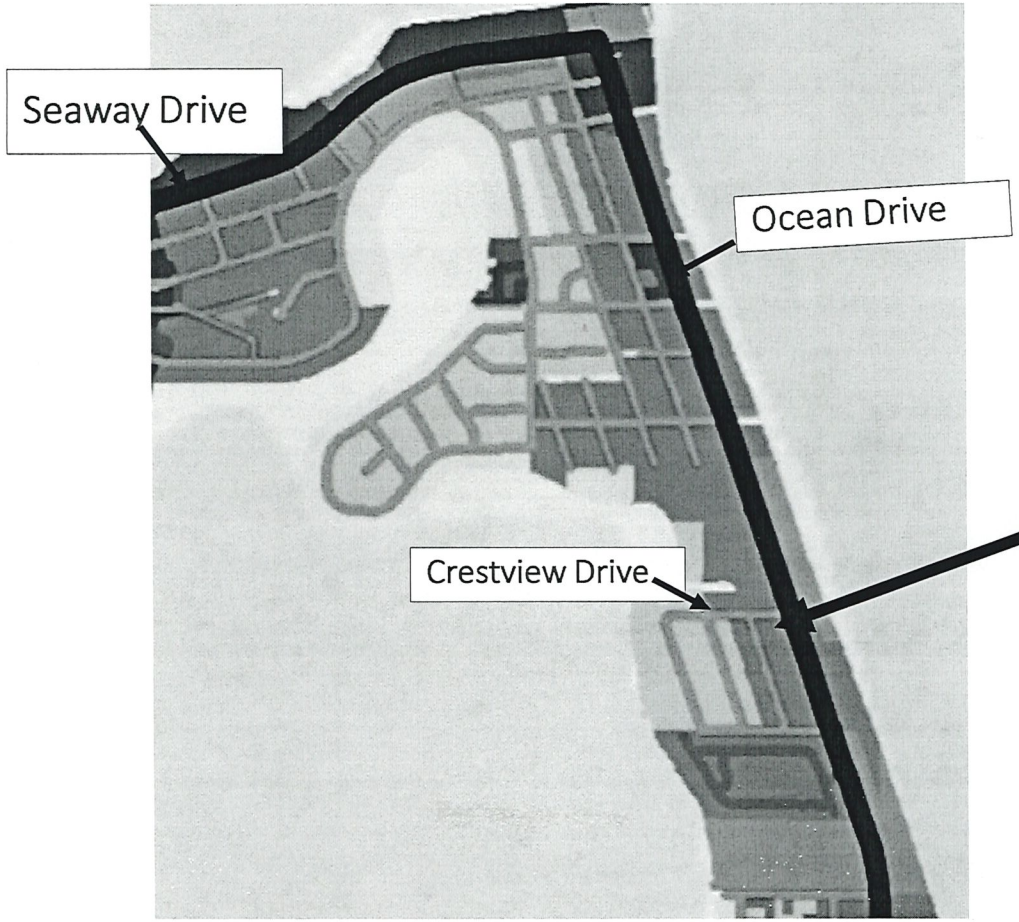
Just/Market Value:	$249,800
Assessed Value:	$249,800
Exemptions:	$0
Taxable Value:	$249,800

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	1,904
Gross Area (SF):	3,288
Land Size (acres):	0.21
Land Size (SF):	9,301

Zoning for Parcel 2401-810-0010-000-7
1931 and 1933 Crestview Drive



Zoning Districts

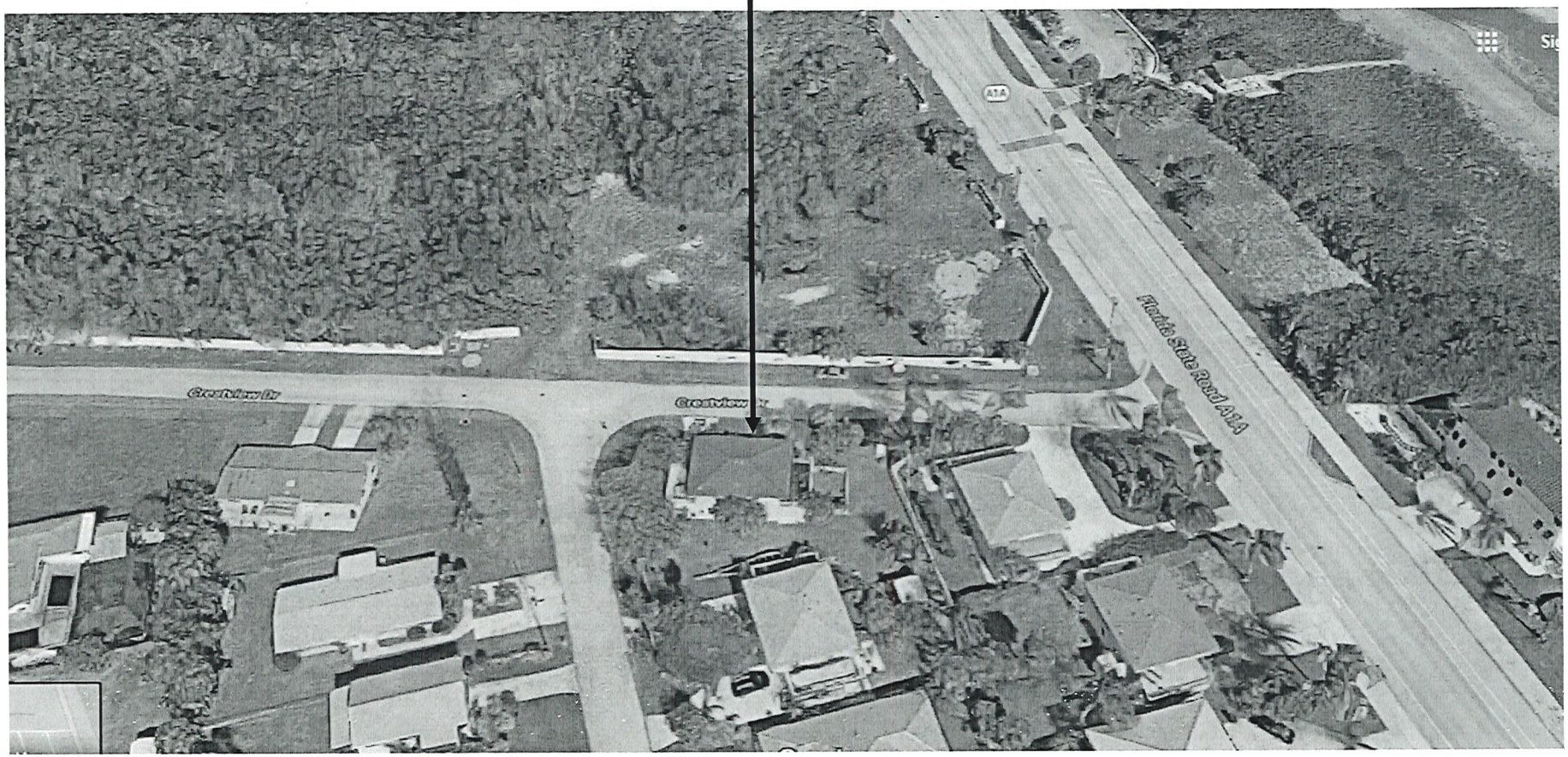
Residential Zoning

- E1, Single Family Estate Density
- E2, Residential Single Family, 2 Units/Acre
- E3, Residential Single Family, 3 Units/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

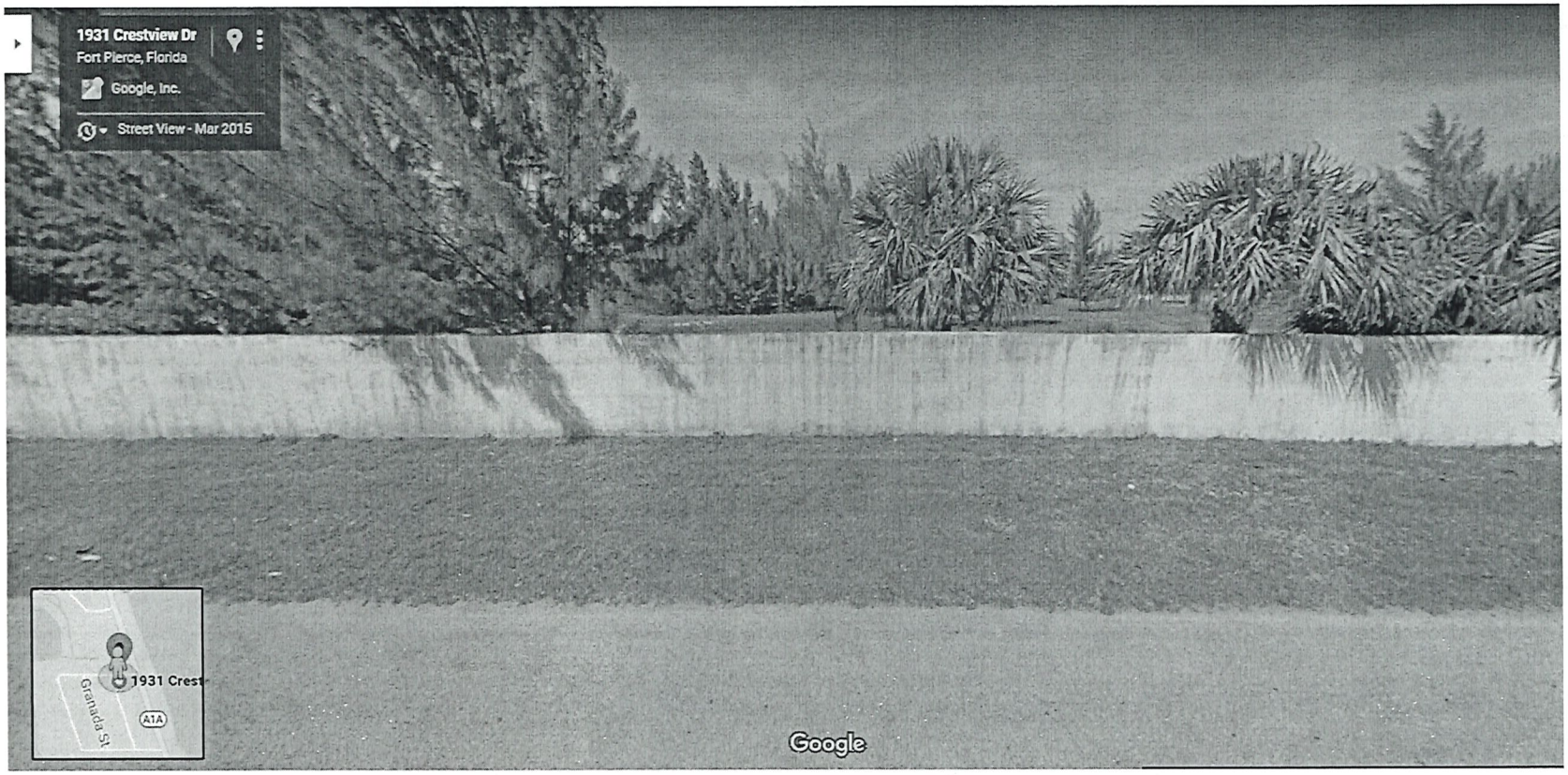
N W E S

City of Fort Pierce
Planning Department
Created By: Brandon Creagan
Date Created: July 25, 2017

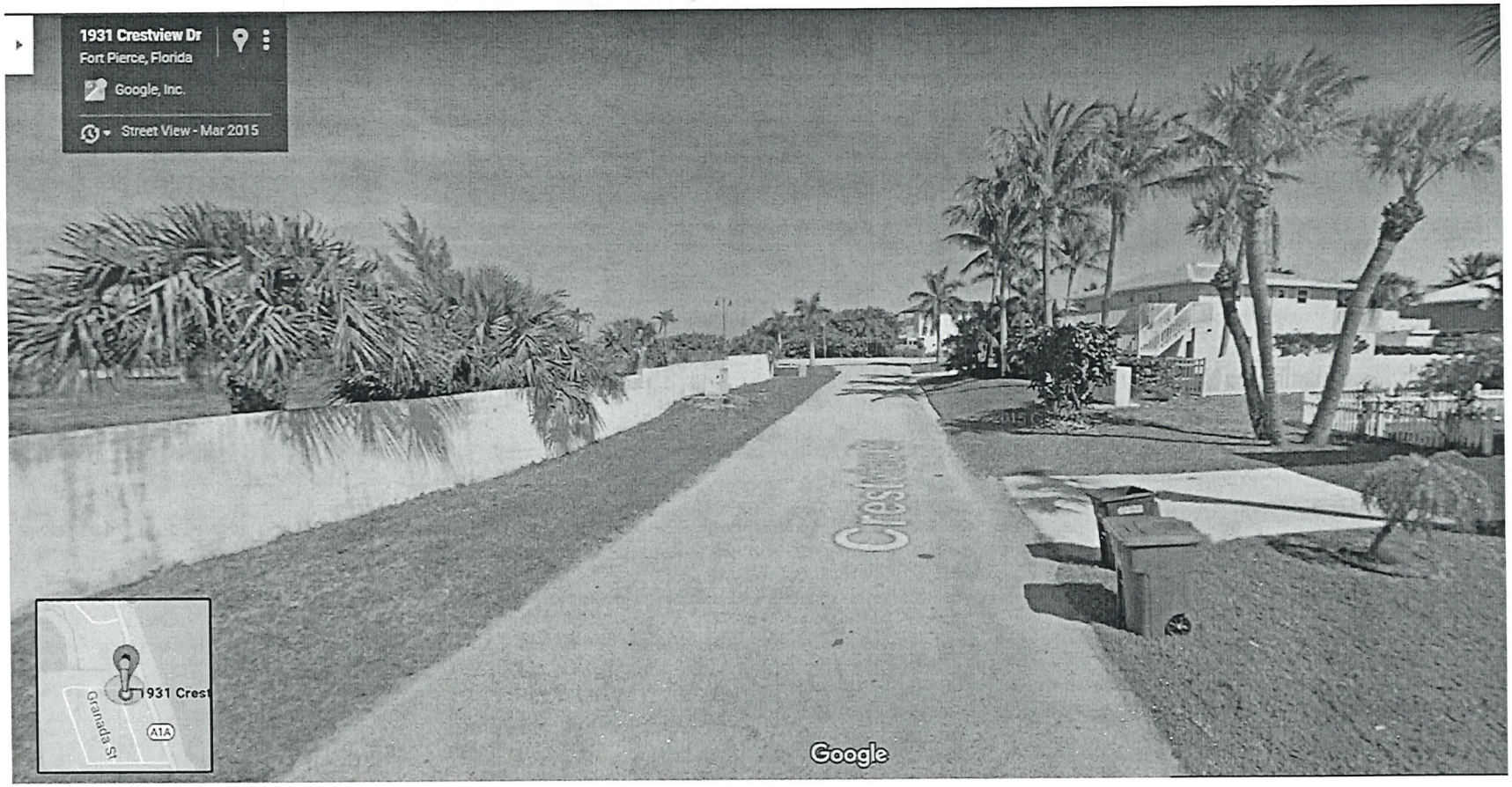
Aerial View for
Parcel 2401-810-0010-000-7
1931 and 1933 Crestview Drive



View Looking North from Parcel 2401-810-0010-000-7 1931 and 1933 Crestview Drive



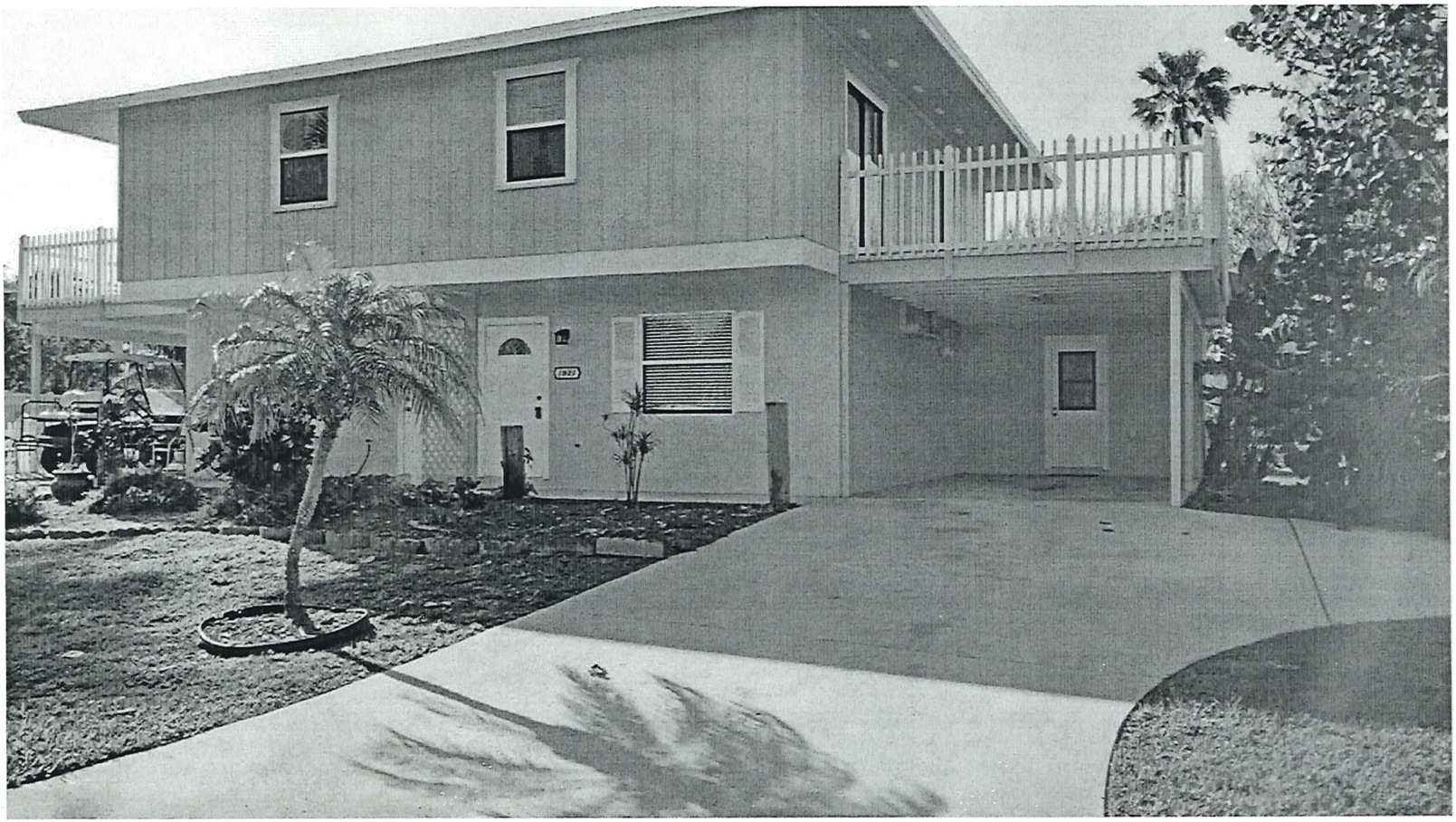
View Looking East from Parcel 2401-810-0010-000-7 1931 and 1933 Crestview Drive



View Looking West from Parcel 2401-810-0010-000-7 1931 and 1933 Crestview Drive

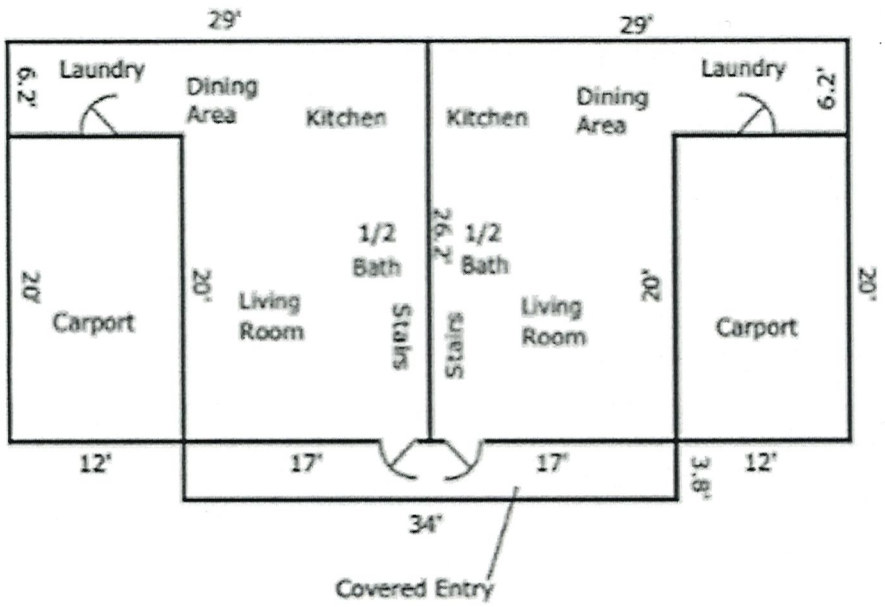
Parcel 2401-810-0010-000-7
1931 & 1933 Crestview Drive

1931 Crestview Drive (right side unit)

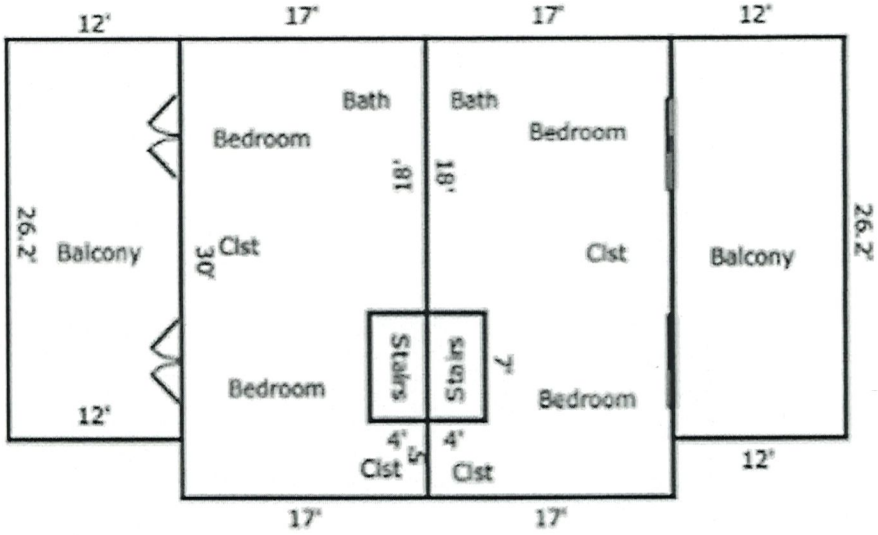


1933 Crestview Drive (left side unit)

Floorplan for Parcel 2401-810-0010-000-7
1931 & 1933 Crestview Drive

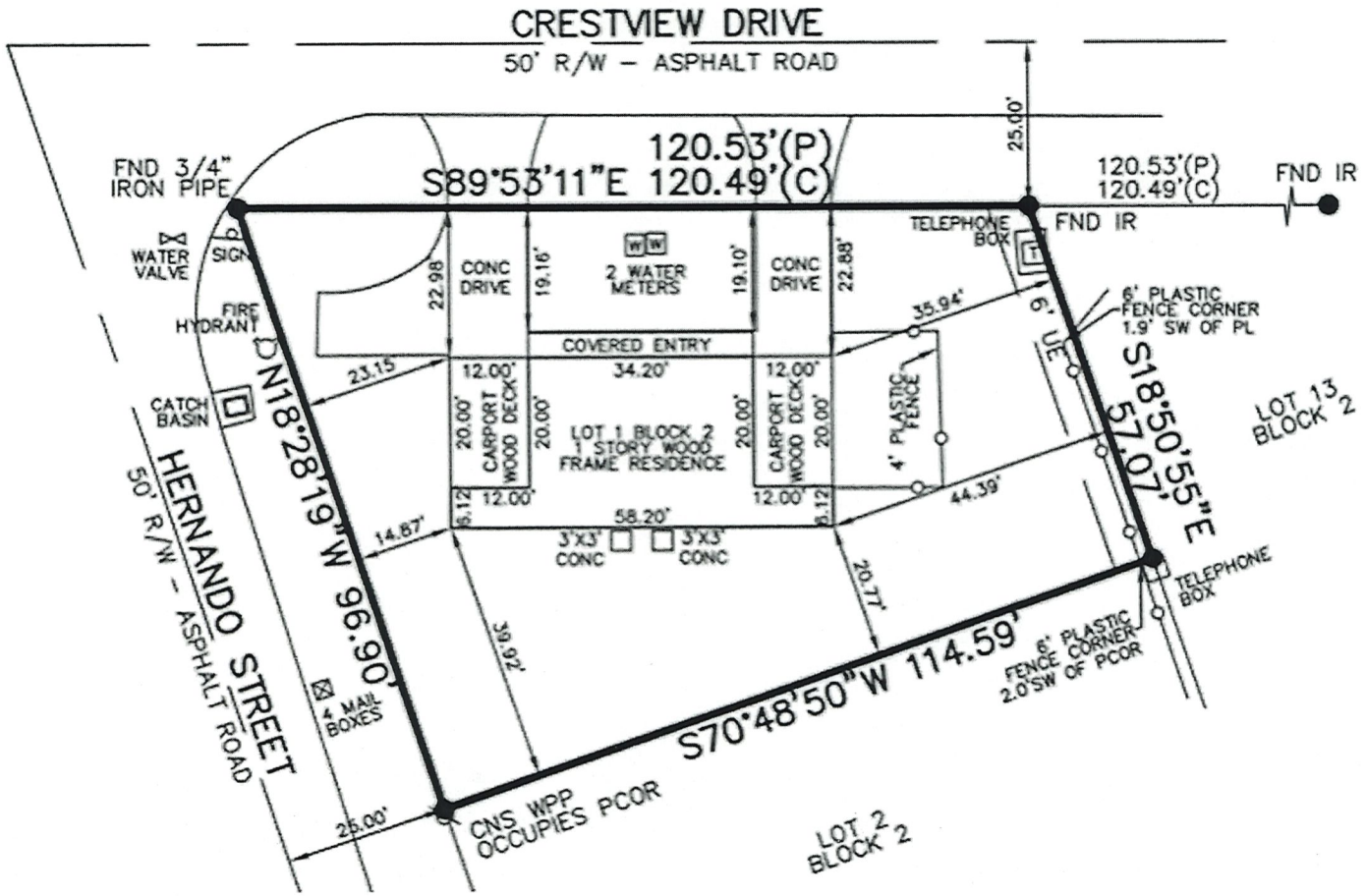


First Floor



Second Floor

Survey for Parcel 2401-810-0010-000-7
1931 & 1933 Crestview Drive



TYPE OF SURVEY:	BOUNDARY	PLOT PLAN	U/C TIE IN	FINAL	TOPOGRAPHIC
COMPLETED ON:	4-04-18				

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 2 OF TROPICAL BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 28, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

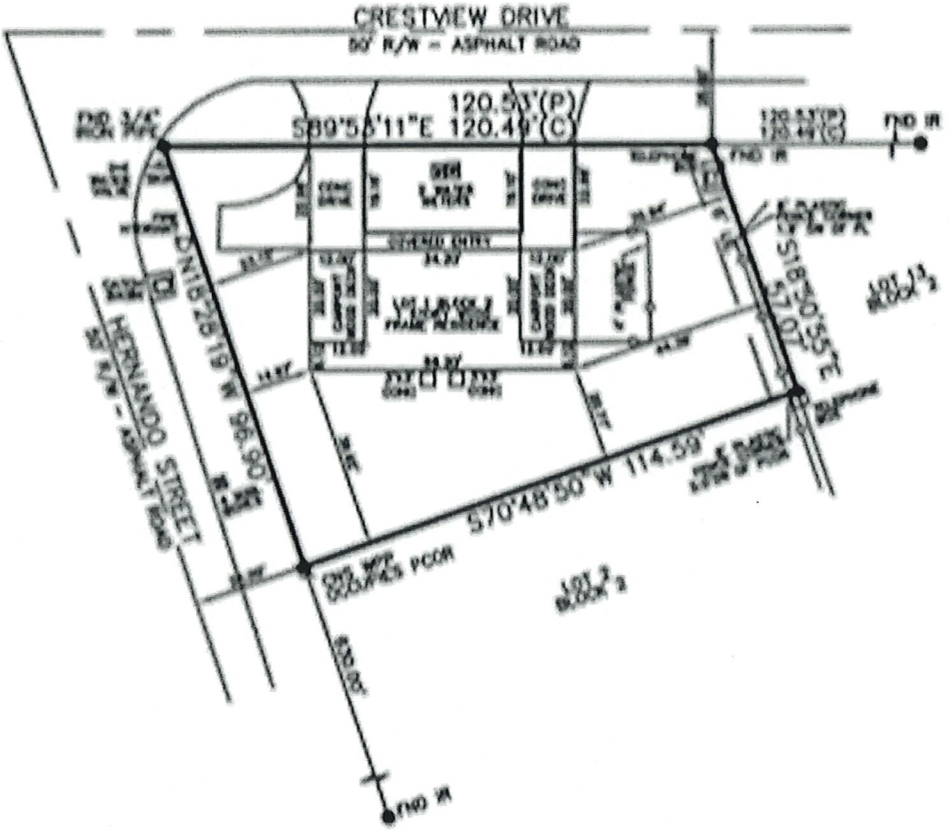
ABBREVIATIONS:

(C) = CALCULATED
(M) = MEASURED
(P) = PLATTED
CBS = CONCRETE BLOCK STRUCTURE
CMP = CORRUGATED METAL PIPE
CNS = COULD NOT SET
CONC = CONCRETE
FFE = FINISHED FLOOR ELEVATION
FND = FOUND 5/8" IRON REBAR
IRC = 5/8" IRON REBAR WITH PLASTIC CAP
IR = 5/8" IRON REBAR
PCOR = PROPERTY CORNER
PL = PROPERTY LINE
UE = UTILITY EASEMENT
R/W = RIGHT-OF-WAY
● = SET 5/8" IRON REBAR WITH PLASTIC CAP "ALP PSM 6330"

GRAPHIC SCALE IN FEET
SCALE: 1" = 30'

SURVEYOR'S NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
3. THIS SITE LIES WITHIN FLOOD ZONE "X" AND "AE" WITH A BASE FLOOD ELEVATION = 5.0, ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111C0183 J, EFFECTIVE DATE FEBRUARY 18, 2012. THE HOUSE LIES WITHIN FLOOD ZONE "X".
4. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF LOT 1 ASSUMED TO BEAR S18°50'55"E.
6. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE NOTED.
7. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ADDITIONS OR DELETIONS TO THE SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT CONSENT OF THE SIGNING PARTY OR PARTIES.



1931 CRESTVIEW DRIVE

LAST FIELD DATE: 4-04-18

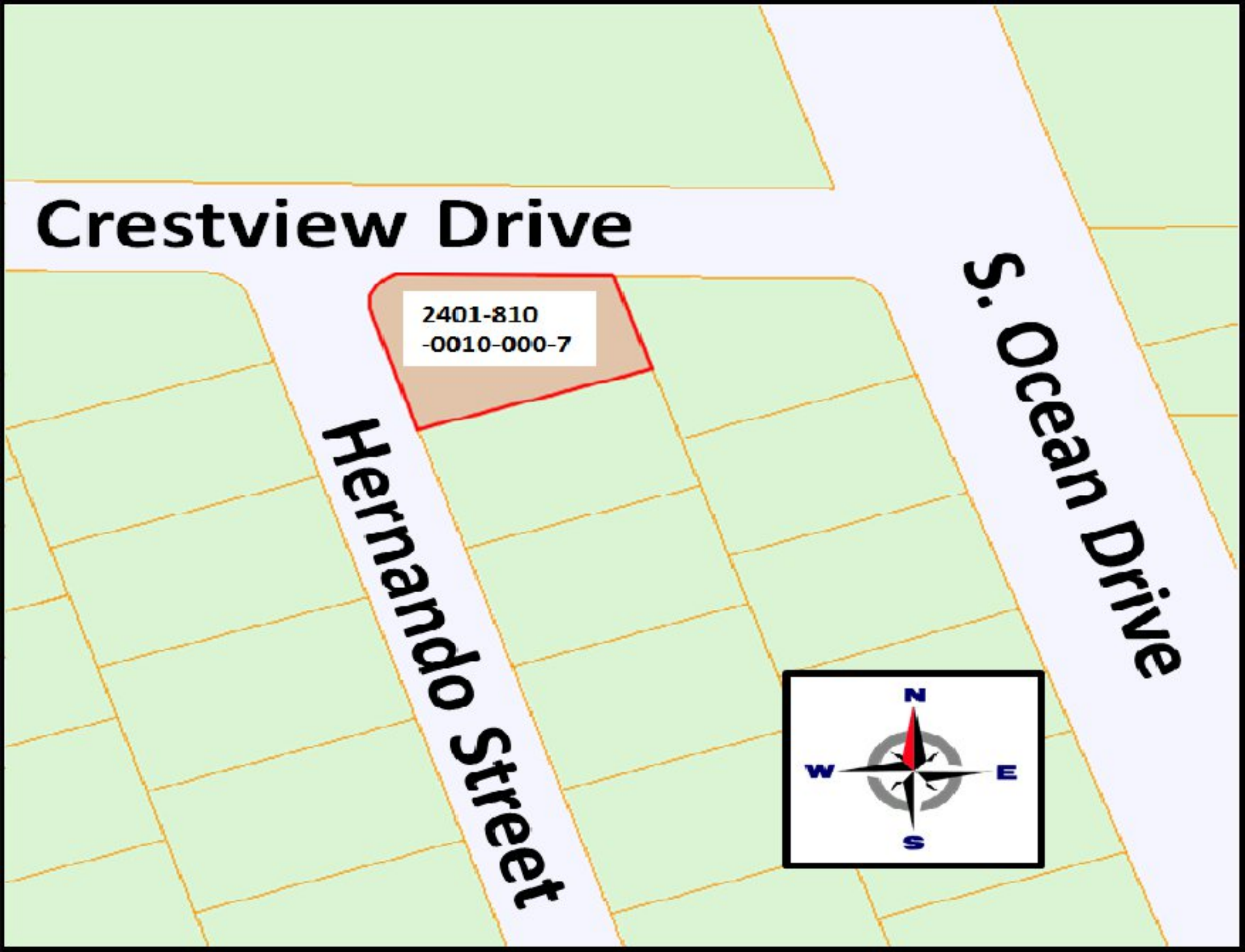
SCALE: 1"=30'	ALEXANDER J. PIAZZA PSM, INC.
DATE: 4-04-18	Surveying • Mapping • Consulting
DRAWN: CJM	819 SW Biltmore Street
JOB NO.: 18-3790	Port St. Lucie, Florida 34983
	Phone: (772) 340-7770
	Fax: (772) 340-2250
	LB#7280
DATE:	REVISIONS:
FB/PG: 1 49/14	- - - -

CERTIFIED TO:
LARRY WINTER

ALEXANDER J. PIAZZA
Professional Surveyor & Mapper
Florida Certificate No. 6330

K:\BUILDERS\DWG\2018\18-3790.dwg, 4/4/2018 4:31:31 PM

Crestview Drive
Hernando Street
S. Ocean Drive
N
W
E
S

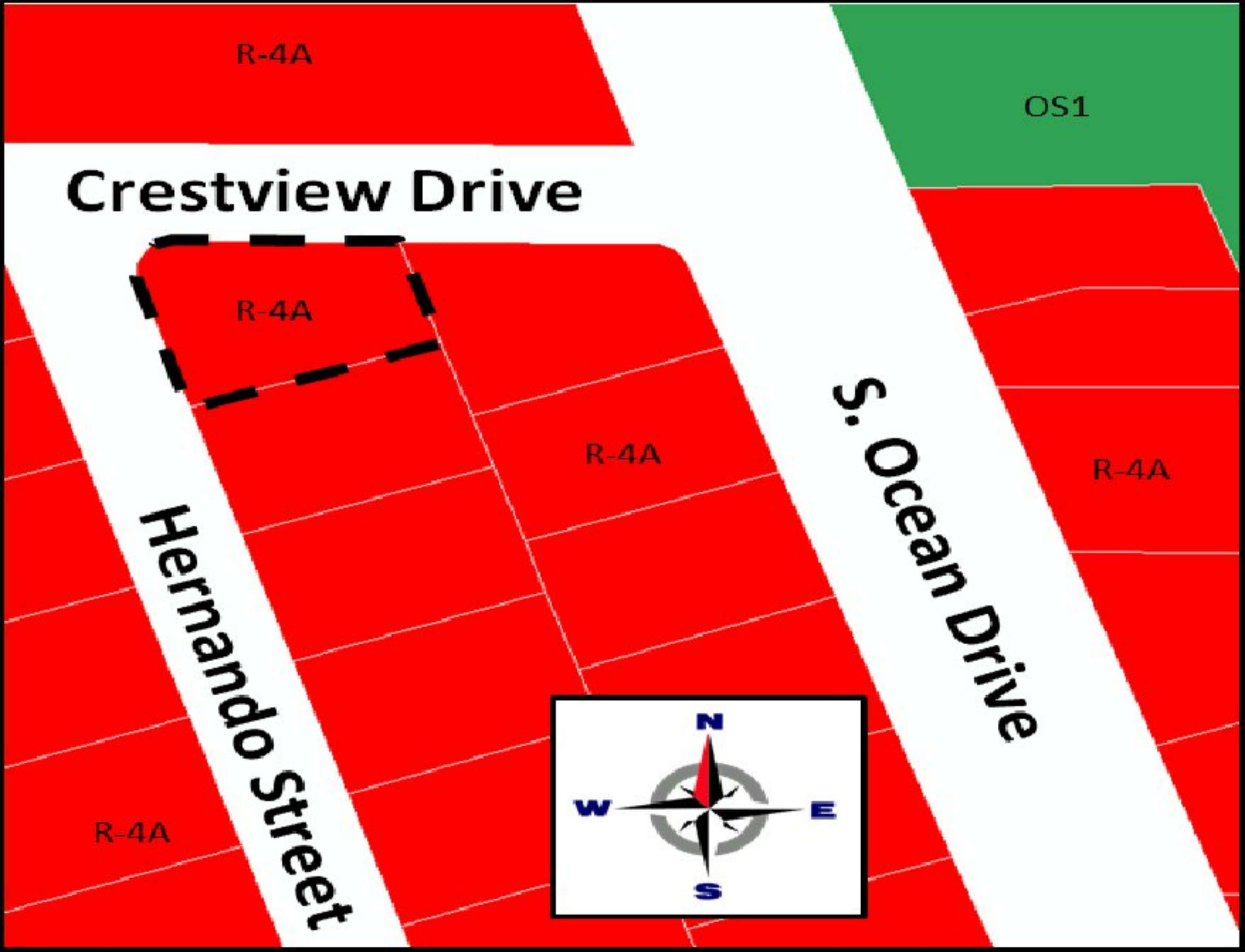


Location Map

1931 & 1933 Crestview Drive

Winter Dwelling Rentals

THE SUNRISE CITY
FORT PIERCE
Florida



Legend

Subject Site

R-4A, Hutchinson Island Medium Density

OS1, General & Recreational Open Space

Zoning Map

Winter Dwelling Rentals -
1931 & 1931 Crestview Drive

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Larry Winter
3320 Compass Way
Alpharetta, GA. 30004

Re: Conditional Use – Winter Dwelling Rentals – 1931 & 1933 Crestview Drive

Dear Mr. Winter,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (Please Provide a Written Response to all responsible Departments):

1) The maximum occupancy of the home ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty-one (31) days of Conditional Use approval.

5) Limit no more than 2 vehicles.

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: August 16, 2018
Property Address: 1931 & 1933 Crestview Drive – CU – Short-term Rental
Property Name:
Project Name:
Planner: Vennis Gilmore

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 8/14/18

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

AUG 09 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer

RE : Winter Residence – 1931 & 1933 Crestview Drive
Conditional Use
TRC No. 18-04000014

DATE : August 6, 2018

This is to advise you that we have completed the review of the following documents as received by this office on August 3, 2018:

- ☑ Conditional Use Application
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend
- ☑ Conditional Use Request
- ☐ 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 engineering comments

JRA/TST/dhr

Q:\ENGINEERING\Site Development Projects\Addresses\1931 & 1933 Crestview Drive\Conditional Use\Submittal #1 080318\CU Approval - 080618.docx

Fort Pierce Utilities Authority

Conditional Use - Winter Dwelling Rental - 1931 and 1933 Crestview Drive (Vennis Gilmore)

- W/WW Engineering: Approved
- Electric & Gas Engineering: No comments

August 13th, 2018

Project: **1931 - 1933 Crestview Drive**
Subject: **SURVEY REVIEW**
To: Vennis Gilmore
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

I have no comments.

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, SEPTEMBER 11, 2018, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Tim O'Connell**; **Gloria Johnson-Scott**; **Bob Burdge**; **Michael Broderick**; **Frank Creyaufmiller**, **Chairman**

Absent: **Brian Paul**

Staff Present: **Rebecca Grohall**, **Planning Director**
Benjamin Bryan, **Interim City Attorney**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Paul was excused.

5. APPROVAL OF MINUTES

a. Minutes from the August 14, 2018 meeting

Motion was made by Michael Broderick, and seconded by Tim O'Connell to approve the minutes from the August 14, 2018 meeting.

AYE: **Bob Burdge**, **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

6. NEW BUSINESS

a. **Conditional Use - Winter Dwelling Rentals - 1931 & 1933 Crestview Drive**

Mr. Gilmore gave an overview of the application.

Margaret Mackenzie, Resident, spoke in favor of the application.

Mr. Broderick provided the Board a copy of his Fort Pierce vacation rental Business Tax License and also his St. Lucie County Business Tax Receipt for his Property Management Company. Mr. Broderick suggested the Board consider that the Business Tax control number appear in advertisements for the dwelling rental and that the property manager be licensed through St. Lucie County.

Ms. Grohall stated the City Commission has talked about trying to regulate units and whether or not it is possible to require a professional manager. She said the Board can add the conditions to there recommendation to City Commission.

Board discussion ensued.

The Board asked the Planning department to further investigate requiring dwelling rentals to have a St. Lucie County licensed property manager on staff.

Motion was made by Michael Broderick, **and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:**

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles per unit.
6) To include the City of Fort Pierce Businee Tax property control number on all advertising.

AYE: **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

b. **Conditional Use - Word of Faith Christian Academy - 907 N. 13th Street**

Mr. Cregan gave an overview of the application and answered questions from the Board on the Code Enforcement lien and improvements to the property.

Ms. Grohall stated the city would have to take action to foreclose on the liens. She said the liens run with the property so they are not necessarily assumed by the tenant and they stay with the property until the liens are paid. Ms. Grohall proceeded to say that once the building permit issues are resolved, the applicant can meet with the Code Enforcement department to dicuss lien reductions. Ms. Grohall explained that the applicant and architect met with the building department today to discuss moving forward with resolving the outstanding building issues.

Board discussion ensued.

Jerome Rhyant, Executive Director of the Love Center, clarified what has happened to the building since 2016 and stated the roof was destroyed in last year's hurricane. Mr. Rhyant explained that 907 N. 13th Street is the main address for the property and where the school will be located but the construction and liens are for the building at 911 N. 13th Street.

Mr. Creagan stated that the address tied to the liens is 907 N. 13th Street.

Ms. Grohalll explained that 911 N. 13th Street and 907 N.13th Street it is all part of one site.

Mr. Rhyant said the business address is 907 N. 13th Street and the building is a few years old. He went on to say that the building located at 911 N. 13th Street is 50 years old and under renovation.

Ms. Johnson-Scott commented that the building the school is requesting is a nice up to date building that is fenced in.

Board discussion ensued on removing the condition to address Code Enforcement and Building department's comments and concerns.

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to the City Commission with the following conditions:

1. A Change of Use permit must be filed with the Building Department and approved before the school can begin operations.
2. A landscape plan that demonstrates compliance with City Code 22-187, General Landscaping requirements must be submitted with the Change of Use building permit.
3. A lighting plan or photometric survey must be submitted with the Change of Use building permit that verifies lighting in the parking lot is in accordance with City Code 22-60 (j).
4. A unity of title must be performed on all parcels that will be utilized by the school.

AYE: **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

c. **Conceptual Site Plan - Sweetwater Village - 4001 Oleander Avenue**

Mr. Cregan gave an overview of the application and answered questions from the Board on the type of housing designation.

Ms. Grohall stated the state regulates 55 plus communities because of the special tax incentives and the applicant is pursuing a federal tax credit program specifically geared for senior housing.

No one spoke for or against the application.

Motion was made by Gloria Johnson-Scott, and seconded by Michael Broderick to forward a recommendation of approval for the conceptual parameters of the proposal to the City Commission with the following condition:

1. Formal Site Plan, Design Review, & Concurrency review will be required before this project can be developed on this site.

AYE: **Gloria Johnson-Scott**, **Bob Burdge**, **Michael Broderick**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

d. **Planned Development - Indian River Villas - 401 & 411 S. Indian River Drive**

Mr. Gilmore gave an overview of the application and answered questions from the Board on the landscaping hedge height, the kayak launch connection and development of the lot across the street.

Dr. Ronald Lyman, Resident, provided the Board a packet and spoke against the project.

Ms. Grohall explained that 2 years ago the City Engineer documented that the land far extends past the bulkhead line. She stated the City Engineer working in conjunction with the Army Corp of Engineers and Florida DEP has already permitted the bulkhead installation as shown on the plan, which matches the bulkhead installation for the project when it was approved as a 24 unit condominium.

Steve Hula, Downtown Resident, spoke against the project.

Rick Reed, a principal of the project, provided additional information and explained that the density will be lowered going from 24 units to 12 units and there will be a nice view of the river.

William Stoddard, Engineer of Record from Schulke, Bittle and Stoddard, provided detailed information on the bulkead and buildings.

Harold Holzberg, Resident, spoke against the project.

Ms. Grohall explained the updated traffic statement would reflect the proposed impacts of the previously approved project versus the impacts of the newly proposed project.

Jodah Bittle, Schulke Bittle and Stoddard, stated they are aware of the Fort Pierce Engineering comments and they are being addressed.

Motion was made by Bob Burdge, **and seconded by Michael Broderick to recommend approval of the presented plan (PD) and rezoning request with the following conditions:**

1) Site Lighting is provided in accordance with Land Development Code 22-600)(1) Off Street Parking and Loading at the time of Building Permit Review.
2) Please provide an updated traffic impact statement.

AYE: **Bob Burdge**, **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

e. **Site Plan - Publix - 1889 N. US Highway 1**

Mr. Cregan gave an overview of the application.

Michael Jacquin, Jacquin and Sons Construction, asked if parking improvements will be completed.

No one spoke against the project.

Motion was made by Tim O'Connell, and seconded by Bob Burdge to forward a recommendation of approval to the City Commission.

AYE: **Michael Broderick**, **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

f. **Site Plan - Crabby's Dockside Restaurant - 5 Avenue A**

Mr. Gilmore gave an overview of the application and answered questions from the Board on architectural features, relocating the sign, seating capacity and square footage.

Ms. Grohall stated staff has been having conversations with the applicant and she feels confident they will reach a consensus on the design. Ms. Grohall went onto say that one of the designs the applicant mentioned today is a similar restaurant chain that has a white facade, with natural wood and they pick up color in the canopies and awnings and with colored LED lighting.

Mike Menard, Architectonic, stated they are willing to work with staff on color selections and they will have a wide variety of options available with the LED lighting. Mr. Menard answered questions from the Board.

Mike Jacquin, Jacquin and Sons, provided additional design information and asked for input from Ms. Grohall on the LED lighting.

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to recommend approval of the proposed Site Plan and Design Review with the following conditions:

1) Per City Code Section 15-5 (1); Roof signs are prohibited. Please assign a different placement of the wall sign.
2) Per City Code Section 22-59 and Chapter 23; the design features must be reasonably consistent with the historic character of the predominant architectural style within the historic district (Downtown). Please consider a brighter color palette to match the "Key West" architectural theme along the marina.

AYE: **Tim O'Connell**, **Gloria Johnson-Scott**, **Bob Burdge**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

7. BOARD COMMENTS

Chairman Creyaufmiller asked Ms. Grohall what the Board needs to do in regards to Mr. George's resignation and his Vice-Chair position.

Ms. Grohall stated the elections will take place at the next meeting and the City Clerk has been made aware of Mr. George's resignation and asked to confer with Commissioner Sessions for consideration of applicant's.

8. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Winter Dwelling Rentals - 1931 & 1933 Crestview Drive

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: September 16th, 2018

NOTICE BY MAIL: September 19th, 2018

NOTICE BY SIGNS: Planning Board - September 6th, 2018; City Commission - September 20th, 2018

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: **DATE:** September 19th, 2018

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2115927	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 16, 2018

Sworn to and subscribed before me this day of, September 17, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 1, 2018 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Development Review of a Site Plan submitted by property owner and applicant, Real Sub, LLC and representative Jason Kendall of CWH Real Estate Services, to demolish and reconstruct the Publix at Taylor Creek Plaza at 1889 N. US Highway 1, Fort Pierce, FL. The demolitions will take place on the existing Publix store and the back side of the former West Marine store. The rest of the plaza will remain. The new Publix will total 46,013 sq. ft. The property is zoned General Commercial Zone (C-3). Parcel ID: 1433-440-0005-000-0.
2. Application for Development Review of a Conceptual Site Plan submitted by property owner and applicant, Oleander Oaks LLC and representative Jason Goldfarb, of Green Mills Holdings, LLC, for the approval of an affordable housing apartment complex for seniors 55 and older. The development is planned to accommodate anywhere from 80-100 units total. The parcel has split zoning as the northern 4.3 acres has a zoning designation of C-3, General Commercial Zone and a future land use of GC, General Commercial. The southern 12.88 acres has a zoning designation of R-4, Medium Density Residential and a future land use of RM, Medium Density Residential. The development will commence on the south 12.88 acres of the parcel. The parcel ID for the property is 2433-144-0001-000-6.
3. Application for Development Review of a Site Plan submitted by property owner, City of Fort Pierce and Applicant Greg Powers, CEO of Beachside Hospitality Group, to construct a new restaurant (Crabby's Dockside) consisting of 7, 035 sq. ft. and 199 seats. The property is zoned Planned Unit Redevelopment Zone (PUR). Parcel ID: 2410-503-0041-030-7.
4. Application for a Conditional Use with No New Construction submitted by property owner and applicant, Larry Winter, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 1931 & 1933 Crestview Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-810-0010-000-7.
5. Application for a Conditional Use with No New Construction submitted by property owner, The Love Center Regeneration Ministries and Applicant Natalee Edwards, to operate a private K-12 school with a proposed max enrollment of 120 students at the Love Center Regeneration Ministries at 907 N. 13th Street, Fort Pierce, FL. The property is zoned Planned Unit Redevelopment Zone (PUR), Parcel ID(s): 2404-813-0031-000-8, 2404-813-0034-000-9, 2404-813-0033-000-2, & 2404-813-0032-000-5.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub September 16 2018
TCN 2115927

City Commission Regular Meeting **12.c.**

Meeting Date: 10/01/2018

Re: Conceptual Development Plan - Oleander Oaks, LLC - 4001 Oleander Avenue

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi Judicial Hearing - Review and approval of a Conceptual Development Plan submitted by property owner, Oleander Oaks, LLC. and representative Green Mill Holdings, LLC, which conceptualizes establishment of an 80-100 unit affordable housing complex exclusively for seniors 55 and older, located at 4001 Oleander Avenue in Fort Pierce, Florida. The property is zoned R-4 Medium Density Residential (south 12.88 acres) and C-3, General Commercial (north 4.3 acres). The development of this project would commence on the south 12.88 acres zoned R-4. The parcel ID for the property is 2433-144-0001-000-6

SUMMARY:

- The applicant is requesting the review and approval of a Conceptual Development Plan pursuant to Section 22-58(e) of the City Code. Section 22-58(e) of the City Code provides that prior to, but not in lieu of, submission of a complete application and site plan the applicant may, solely at the applicant's own election advance this preliminary proposal.
- The conceptual development plan proposes the establishment of an 80-100 unit affordable housing complex exclusively for seniors 55 and older. This project is for independent living and is not proposed as an ALF product.
- The proposal seeks to develop land that is currently vacant
- The Planning Board will review the Conceptual Development Plan at their meeting on December 12, 2017. An update will be provided after that meeting.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
Application & Supporting Documents
TRC Comments
Aerial Map
Zoning Map
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/25/2018 05:13 PM

Form Started By: Brandon Creagan
Started On: 09/19/2018 12:45 PM
Final Approval Date: 09/25/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

SUBJECT: **Conceptual Development Plan**
Sweetwater Village – Affordable Housing Complex for Seniors 55 and Older
Oleander Avenue - 4001 Oleander Avenue

DATE: September 19, 2018

STAFF REPORT

Owner(s)/Applicant(s): Oleander Oaks LLC
5801 S US Highway 1
Fort Pierce, FL 34982-3946

Representative: Jason Goldfarb
Green Mills Holdings, LLC
100 SE 3rd Avenue
Fort Lauderdale, FL 33394

Requested Action: Recommendation of Approval with Condition for a Conceptual Development Plan

Location: 4001 Oleander Avenue

Parcel IDs: 2433-144-0001-000-6

Collective Size: 17.18 acres

Zoning (Split): R-4 Medium Density Residential (south 12.88 acres) and C-3, General Commercial (north 4.3 acres)

Future Land Use (Split): RM, Medium Density Residential (south 12.88 acres) and GC, General Commercial (north 4.3 acres).

Surrounding Zoning:

North	East	South	West
C-3	I-1, R-1, R-4	R-4	County

Request:

The applicant is requesting the review and approval of a Conceptual Development Plan pursuant to Section 22-58(e) of the City Code. Section 22-58(e) of the City Code provides that prior to, but not in lieu of, submission of a complete application and site plan the applicant may, solely at his own election, utilize the following procedure:

1. A conceptual development plan may be submitted to the department of planning and development, which shall schedule a meeting for its consideration by the city planning board. The conceptual development plan shall include a map showing the general layout of the proposed development, statements describing in detail the character and intended use of the development and information bearing on the ownership and control of the proposed use;

2. The city planning board shall review the conceptual development plan and make recommendations as appropriate for its approval or disapproval;

3. The city commission shall hold a hearing and approve or disapprove the conceptual development plan or approve it with conditions.

Staff Analysis:

The Applicant is requesting review of a Conceptual Development Plan for an Affordable Housing Complex for seniors 55 and older on a parcel of land along Oleander Avenue. The location is on the west side of Oleander Avenue, south of Bell Avenue, and north of Tumblin Kling Road in Fort Pierce, Florida. The size of the property is 17.18 acres and was annexed into the City of Fort Pierce in April of 2007. The property is currently vacant

The subject site has a split Zoning Designation of R-4 Medium Density Residential (south 12.88 acres) and C-3, General Commercial (north 4.3 acres). The subject property also has a split Future Land-Use designation of RM, Medium Density Residential (south 12.88 acres) and GC, General Commercial (north 4.3 acres). This Conceptual Development Plan only has plans to develop on the south 12.88 acres. There are residential houses and vacant land surrounding this parcel.

Conceptualized Operation

The proposal seeks to provide a minimum of 80 units and a maximum of 100 units. The maximum allowable density in the R-4 Zoning District is 10 units per acres. The project site is 12.88 acres which would allow a maximum of 128 residential units. The applicant is only proposing a maximum of 100 units. There will be a mix of 1 bedroom/1 bath units and 2 bedroom/2 bath units. The development proposes to include amenities such as a pool, outdoor recreation area, common dining area, movie room, etc. On site management will be provided. This project is for independent living and is not proposed as an ALF product. The building is proposed at 3 stories which would be consistent with the maximum allowable height of 45 feet in the R-4 Zoning District. Pursuant to Code 22-60 the development will need to provide .5 parking spaces per unit.

Development Review Requirement

The type and scale of the development will necessitate formal Site Plan, Design Review, and Concurrency Review. The development would not require Conidial Use approval because multi-dwelling buildings are allowed in the R-4 Zoning District. Regarding Design Review, the request for new construction will be reviewed pursuant to the established design review guidelines in City Code Section 22-59, as it is proposed along an arterial roadway and requires site plan consideration.

This Conceptual Development Plan would seek to develop vacant land in a primarily residential area. The applicant is seeking review and approval of this Conceptual Development Plan so that they can submit an application to the Florida Housing Finance Corporation (FHFC) for an allocation of 9% tax credits that will fund the development of this complex.

When the applicant submits an application for formal Site Plan/Design Review they will need to provide a full landscape and lighting plan. They will need to submit a tree removal plan that shows all native tress 14 inches DBH. Pursuant to City Code 22-60 they need to provide bicycle parking that will accommodate 1 space for every 10 units. The development would need accommodations for 10 bicycles if they build 100 units. A Traffic Report would need to be provided as well as an Environmental Impact Report. The applicant did not provide any of the items listed above for staff to review, but is aware that they are required for formal review.

Technical Review Committee:

All affected departments have reviewed the proposed Conceptual Development Plan with regards to the requirements of the City Code. All outstanding responses from reviewing departments have been satisfied by the applicant and their representative at this current stage with the understanding that no development can commence until the development goes through the formal Site Plan, Design Review, and Concurrency Review process. Planning Staff comments from the review will be provided to view by the Planning Board.

Planning Board

At their meeting on September 11, 2018 the Planning Board voted unanimously to recommend approval of the request as presented.

Staff Recommendation:

Staff recommends that the City Commission review the Conceptual Development Plan and approve the conceptual parameters of the proposal with the following condition:

1. Formal Site Plan, Design Review, & Concurrency review will be required before this project can be developed on this site.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location Oleander Avenue. Approximately 900 Feet North of the Intersection of Oleander Avenue and Tumblin Kling Road, Fort Pierce, FL

Parcel ID #(s) 2433-144-0001-000-6

Project description Low Income Housing Multifamily Development for Elderly

Oleander Oaks, LLC	Oscar Sol / Principal/ Green Mills Holdings, LLC
Property Owner(s)	**Applicant/Representative, Title, Company**
5801 S. US Hwy 1	100 SE 3rd Ave, 10 Fl
Street Address	Street Address
Fort Pierce FL 34982	Fort Lauderdale FL 33394
City State Zip	City State Zip
772.834.8732	954.507.6222
Phone Number	Phone Number
toe645@hotmail.com	osol@greenmillsgroup.com; jgoldfarb@greenmillsgroup.c
Email Address	Email Address

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 26 day of July, 2018, by Matthew Toeniskoetter who is personally known to me or has produced Drivers License as identification.

Signature of Notary (seal)

LAWANA M. BROWN
MY COMMISSION EXPIRES
APRIL 8, 2021
#GG 088740
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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		
❑ Site Plan	❑ Conditional Use with New Const.	❑ Major Amendment
■ Conceptual Development Plan		❑ Minor Amendment

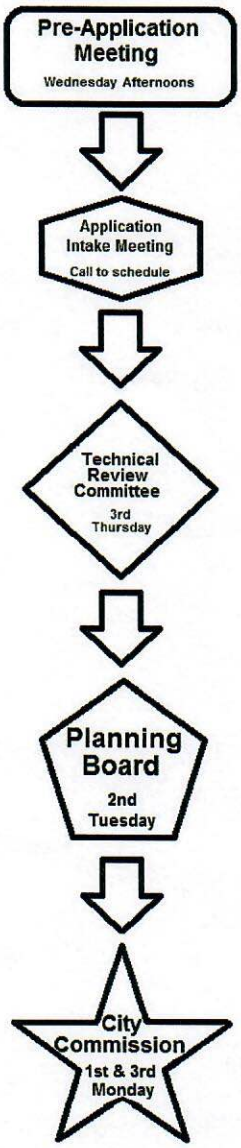
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: 80-100

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

North	South	East	West
Res	Res	Res	Res

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)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

GREEN MILLS
BUILDING COMMUNITIES

To: Ms. Rebecca Grohall, AICP
Planning Director
City of Fort Pierce Planning Department
100 N. U.S. Hwy 1,
Fort Pierce, Florida 34950

Applicant Contact Information

Jason Goldfarb
Oscar Sol
Green Mills Group
100 DE 3rd Avenue, 10 Floor
Fort Lauderdale, Florida 33394
Telephone: 954.507.6222

Development Name: Sweetwater Village
Development Address: Oleander Avenue; Approximately 900 Feet North of the Intersection of Oleander Avenue and Tumblin Kling Road, Fort Pierce, Florida

Proposed Development
The proposed development will be an affordable housing multifamily development serving elderly residents 55 years and older. The applicant will be submitting the subject property to the Florida Housing Finance Corporation for the competitive allocation of 9% tax credits to fund the development. The development will consist of a maximum 52- 1BR/1BA units and 48 2BR/2BA units for a total of no more than 100 units. The exact amount of units to be planned and applied for will be determined by many factors, including tax credit pricing at the time of application. However, at no instance will the unit count exceed 100 units as shown on the attached preliminary site plan and will range between 80-100 units. A wide variety of amenities will also be included, such as a pool, outdoor recreation area, community center, etc. Onsite management will also be provided. The development is for independent living and is not an ALF. The development will consist of three (3) residential buildings with elevators designed to comply with the City of Fort Pierce's development codes and guidelines.

Number of Residential Buildings: Three (3)

Residential Building Height: Three (3) stories

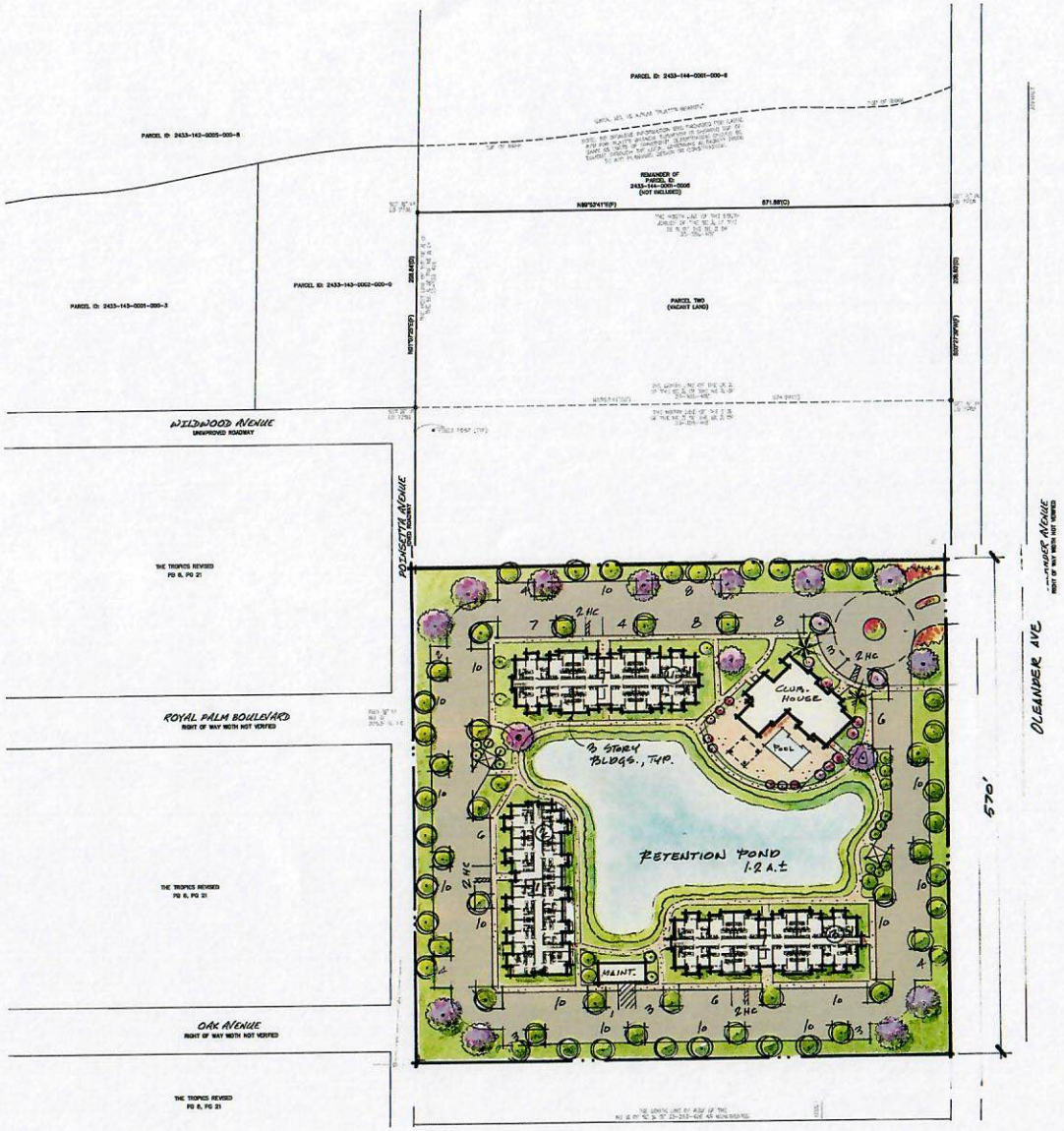
Community Center / Leasing Office Building: One (1)

Type of Construction: Concrete or wood frame (Depending on final FHFC specification)

Number of Parking Spaces Required: As this is a development for Elderly residents 55 years and older, the typical parking ration is around one (1) space per unit. However, the applicant will abide by parking ratios mandated by the City of Fort Pierce.

Number of Parking Spaces Proposed: As this is a development for Elderly residents 55 years and older, the typical parking ration is around one (1) space per unit. However, the applicant will abide by parking ratios mandated by the City of Fort Pierce.

Number of Handicap Spaces: The number of handicap spaces is to be determined as per City of Fort Pierce code requirements.



1 Architectural Conceptual Site Plan

1" = 60'-0"

Scale 1 = 720

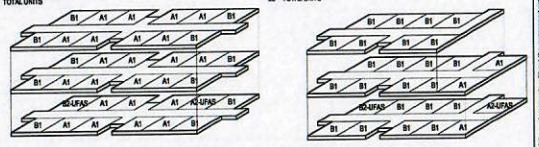
BUILDING AREA TABLE: RESIDENTIAL BUILDINGS

RESIDENTIAL BLDG TYPE	I			II		
BLDG # ON SITE	# & #			# & #		
# UNITS / BLDG TYPE	36 (2 TOTAL ON SITE)			29 (1 TOTAL ON SITE)		
	A/C	NON-A/C	GROSS	A/C	NON-A/C	GROSS
1ST FLOOR	9,175	3,304	12,569	7,677	3,987	11,664
2ND FLOOR	9,175	3,304	12,569	7,677	3,987	11,664
3RD FLOOR	9,175	3,304	12,569	7,677	3,987	11,664
BUILDING TOTAL	27,525	10,182	37,707	23,031	11,961	34,992
QUANTITY ON SITE	1			1		
TOTAL SF ON SITE	37,707			34,992		
RESIDENTIAL BLDG TOTAL	72,699					

RESIDENTIAL BUILDING TYPE DIAGRAMS

BUILDING TYPE I (2 ON SITE)
- 23 A1 - 1 BED / 1 BATH
- 1 A2-UFAS - 1 BED / 1 BATH
- 11 B1 - 2 BED / 2 BATH
- 1 B2-UFAS - 2 BED / 2 BATH
- 36 TOTAL UNITS

BUILDING TYPE II (1 ON SITE)
- 3 A1 - 1 BED / 1 BATH
- 1 A2-UFAS - 1 BED / 1 BATH
- 23 B1 - 2 BED / 2 BATH
- 1 B2-UFAS - 2 BED / 2 BATH
- 28 TOTAL UNITS



Required Parking Space 2 per unit = 200 Parking Spaces
Provided Parking Space on Conceptual Site Plan = 228 Parking Spaces

FORUM
ARCHITECTURE & INTERIOR DESIGN, INC.
PLANNING | ARCHITECTURE | INTERIOR DESIGN
237 s. westmonte drive, suite 22
altamonte springs, fl 3271
phone: 407.830.140
fax: 407.830.414
AA000273
www.forumarchitecture.cor

Sweetwater Village

Jurisdiction, FL

07/26/2018
James B. Black
AR0011224

SET DISTRIBUTIONS:

SHEET REVISIONS:

PROJECT NO. 374

Architectural Site Plan

A2.01

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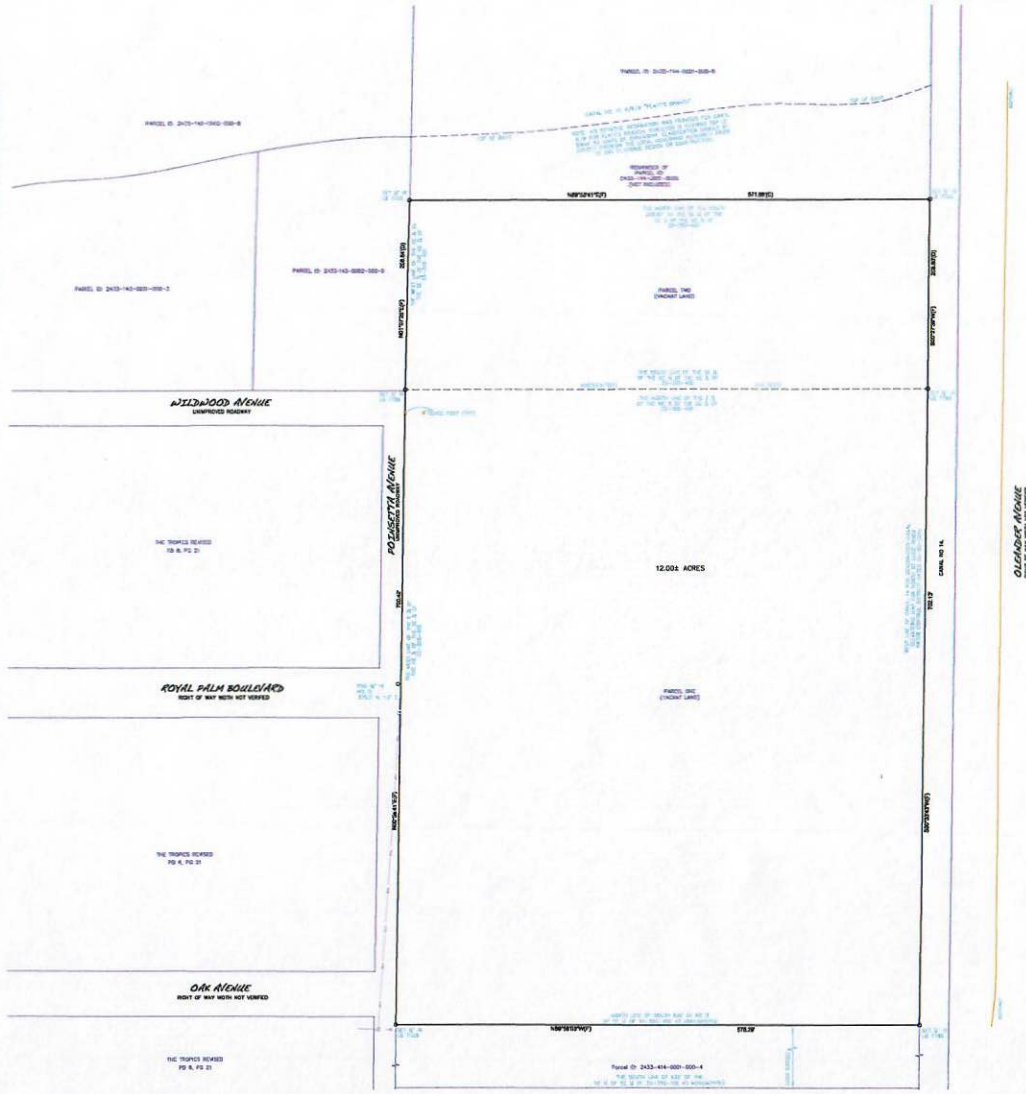
WILDWOOD AVENUE
POINSETTA AVE
ROYAL PALM BOULEVARD
OAK AVENUE
OLEANDER AVE
570'
CLUB-HOUSE
POOL
3 STORY BLDGS., TYP.
RETENTION POND 1.2 A.±
MAINT.
2 HC

Boundary Survey

ADDRESS
PARCEL ID: 2433-144-0001-000-8
ORLEANDER AVENUE
FORT PIERCE, FL 34982

LEGEND

□ = Concrete Monument (CM)
● = Drill Hole (DH)
O = Iron Pipe & Cap (IP)
○ = Iron Rod & Cap (IR)
⊗ = Nail & Disk (N&D)
PCP = Permanent Control Point
PRM = Permanent Reference Monument
OR Book = Official Record Book
PB = Plat Book
Pg = Page
CONC = Concrete
Δ = Central Angle
L = Arc Length
R = Radius
CB = Chord Bearing
CH = Chord Length
FND = Found
ID = Identification
LB = Licensed Business
LS = Licensed Surveyor
PVC = Polyvinyl Chloride
TYP. = Typical
= Cable TV Riser
= Catch Basin/Inlet
= Drainage Manhole
= Electric Box
= Fire Hydrant
= Guy Wire
= Light Pole
= Sanitary Cleanout
= Sanitary Manhole
= Sign
= Telephone Riser
= Transformer
= Power Pole
= Overhead Utilities
= Well
= Water Meter
= Water Valve
(C) = Calculated Distance
(D) = Deed Dimension
(F) = Field Measurement
(M) = Radial
(P) = Plat Measurement
on/s/o/f/a = On Site/Off Site
A/K/A = Also Known As


WILDWOOD AVENUE
UNIMPROVED ROADWAY
POINSETTIA AVENUE
UNIMPROVED ROADWAY
ROYAL PALM BOULEVARD
RIGHT OF WAY WIDTH NOT VERIFIED
OAK AVENUE
RIGHT OF WAY WIDTH NOT VERIFIED
ORLEANDER AVENUE
RIGHT OF WAY WIDTH NOT VERIFIED
12.00± ACRES
PARCEL TWO
(VACANT LAND)
PARCEL ONE
(VACANT LAND)
THE TROPICS REVISED
PB 8, PG 21
THE TROPICS REVISED
PB 8, PG 21
THE TROPICS REVISED
PB 8, PG 21
CANAL NO 14
571.88'(E)
N89°52'41"E(F)
S89°52'41"W(F)
N89°56'11"E(F)
N89°56'11"W(F)
S89°56'11"W(M)
N89°56'11"E(M)
S89°52'41"W(M)
N89°56'11"E(M)
578.39'
200.84'(M)
200.84'(M)
200.84'(M)

Proposed legal description:

That part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

Parcel 1:

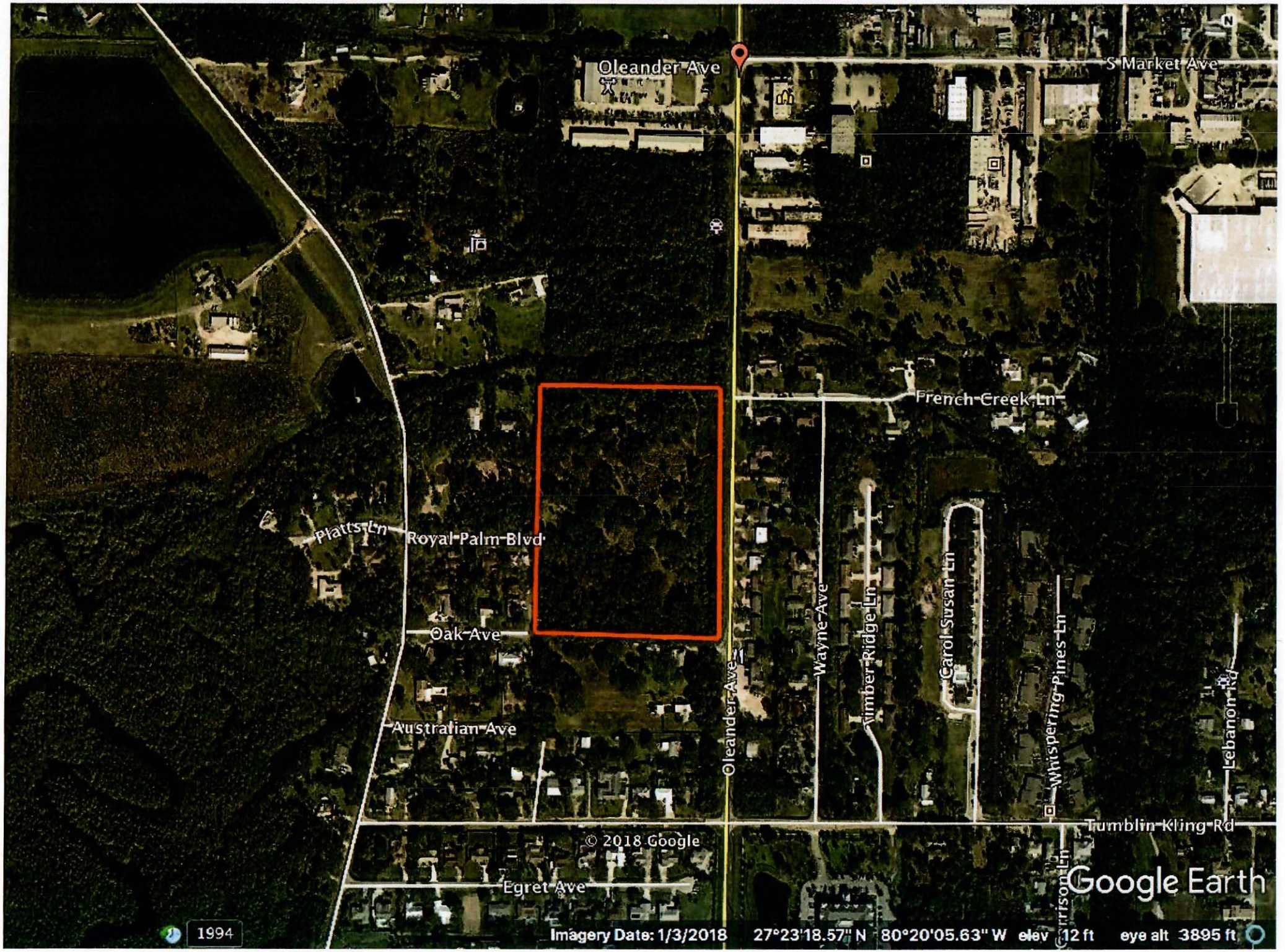
The East Half of the Northeast Quarter of the Southeast Quarter of said Section 33 Less the South 630.00 feet and Less the East 92.00 feet thereof for Oleander Avenue and Canal.

AND

Parcel 2:

The South 208.80 feet of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of said Section 33 Less the East 92.00 feet thereof for Oleander Avenue and Canal.

Containing 12.00 acres more or less.


Oleander Ave
S Market Ave
French Creek Ln
Platts Ln
Royal Palm Blvd
Oak Ave
Australian Ave
Oleander Ave
Wayne Ave
Timber Ridge Ln
Carol Susan Ln
Whispering Pines Ln
Lebanon Rd
Tumblin Kling Rd
Egret Ave
Garrison Ln
© 2018 Google
Google Earth
1994
Imagery Date: 1/3/2018 27°23'18.57" N 80°20'05.63" W elev 12 ft eye alt 3895 ft

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	OLEANDER AVE
Parcel ID:	2433-144-0001-000-6
Account #:	33036
Map ID:	24/33N
Use Type:	4000
Zoning:	RM-9
City/County:	Fort Pierce

Ownership

Oleander Oaks LLC
5801 S US Highway 1
Fort Pierce, FL 34982-3946

Legal Description

33 35 40 SE 1/4 OF SE 1/4 OF NE 1/4-LESS RD AND CANAL RS/W-AND E 1/2OF NE 1/4 OF SE 1/4-LESS S 630 FT AND LESS RD AND CANAL RS/W- (18.16 AC) (OR 3988-1547; 3994-1479: 3995-2451; 4050-2327)

Current Values

Just/Market Value:	$1,265,700
Assessed Value:	$1,265,700
Exemptions:	$1,265,700
Taxable Value:	$0

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):	18.16
Land Size (SF):	791,049.6

Sale History

Date:	Oct 5, 2017
Book/Page:	4050 / 2327
Sale Code:	0111
Deed:	QC
Grantor:	MJT Holdings Inc
Price:	$100
Date:	May 11, 2017
Book/Page:	3995 / 2451
Sale Code:	0118
Deed:	CT
Grantor:	MJT Holdings Inc
Price:	$0
Date:	May 11, 2017
Book/Page:	3995 / 2451
Sale Code:	0118
Deed:	CT
Grantor:	MJT Holdings Inc

August 16, 2018

Jason Goldfarb (Green Mills Group)
100 SE 3rd Avenue, 10th Floor
Fort Lauderdale, FL 33394

SUBJECT: **Sweetwater Village – Oleander Avenue**
TECHNICAL REVIEW PROJECT: # 18-40100002
CONCEPTUAL DEVELOPMENT PLAN

Comments:

1. When the formal Application for Site Plan review is submitted the applicant must include a landscape plan that meets the requirements of City Code 22-187, General Landscaping Requirements.

2. Before any clearing of the land can commence you will need to provide a tree removal plan/survey that conforms to the specifications as outlines in City Code 22-194, Tree Protection and Mitigation.

3. City Code 22-60 requires .5 parking spaces when a residential development is for public housing for the elderly. At time of application please provide a plan that outlines the parking on site pursuant to City Code 22-60, Off-Street Parking and Loading.

4. Bicycle Parking is required and the ratio is 1 space for every 10 dwelling units (City Code 22-60).

5. Lighting for off-street parking shall be provided at a minimum average of one foot candle for the whole parking lot area.

6. When the Application for Site Plan Review is filed please provide a Traffic Impact Report. This report will show the daily traffic impact from the proposed development as well as the current traffic conditions. The Traffic Impact Report will also help to determine if a turn lane would need to be added on Oleander to allow drivers a safe way to turn into the development.

7. An Environmental Impact Report will be required at the time of site plan submittal. The plan would outline items like any native trees on site, any protected species of animals that live on site, and any environmental concerns.

8. Concurrency Review and Design Review would also be required with the site plan submittal.

Additional Comments:

Items that will be required at time of Site Plan submittal.

1. Application for Development Review (Site Plan)
    a. Original Complete Notarized Application
    b. Warrantee Deed
    c. SLC Property Card
    d. Statement of Ownership
    e. General Location Map
    f. Sign and Sealed Survey
    g. Sign and Sealed Site Plan
    h. Sign and Sealed Landscape Plan
    i. Sign and Sealed Storm Drainage Plan
    j. Environmental Impact Report
    k. Sign and Sealed Lighting Plan
    l. Traffic Impact Report
    m. Application for Design Review and all required documents for that application.
    n. Concurrency Review Submittals

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: Bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Brandon Creagan, Planner

From : John R. Andrews, P.E., City Engineer

Re : Sweetwater Village – 4001 Oleander Avenue
Conceptual Development Plan
TRC No. 18-40100002

RECEIVED
AUG 13 2018
CITY OF FORT PIERCE
PLANNING & ZONING

Date : August 13, 2018

This is to advise you that we have completed the review of the following documents as received by this office on August 3, 2018:

- ☑ Conceptual Development Plan Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend
- ☑ Conceptual Development Plan w/ conditions
- ☐ 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 engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. **Advisory Comment:** Project may be located within a Special Flood Hazard Area.

JRA/DHR/dhr

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: August 16, 2018
Property Address: 4001 Oleander Avenue – Conc. Dev. Plan
Property Name:
Project Name: Sweetwater Village
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property may exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☑ 15. Other meet fair housing requirements

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 8/14/18

FPUA Comments

Conceptual Site Plan - Sweetwater Village - 4001 Oleander Avenue

· W/WW Engineering: Approved as noted

§ Submittal of utility plans, designs, and anticipated water usage to be provided to FPUA for review and approval. There is an existing 8” PVC water main along Oleander.

§ Wastewater will require the installation of a commercial lift station with infrastructure to be constructed to either a connection point 500’ north along Oleander, or 1000’ south along Oleander and east along Tumblin Kling Rd.

· Electric & Gas Engineering: Electric is not available. Gas is available please contact Ana Johnson (772)466-1600x3012

August 15, 2018

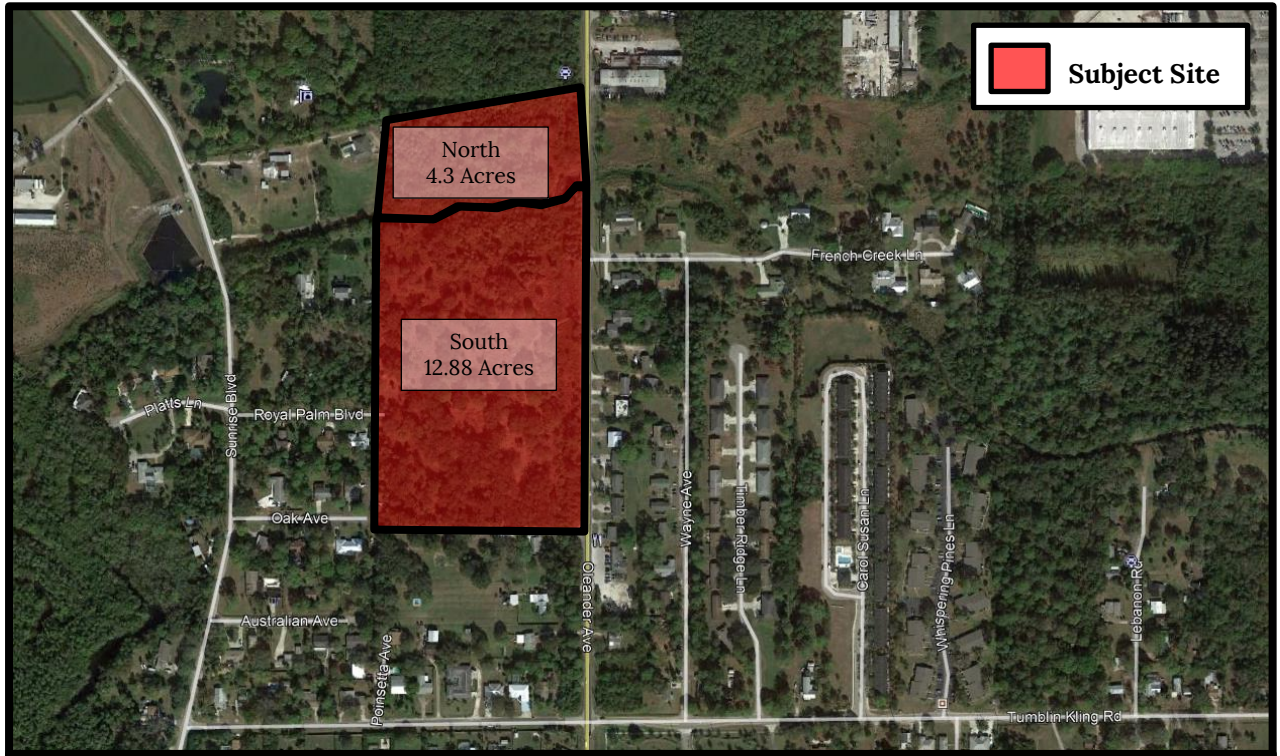
Project: **SWEETWATER VILLAGE**
Subject: **SITE PLAN**
To: Brandon Creagan
From: Grant Chambers
SLC-Engineering Division

1. Please dimension the distance from the driveway to the property lines. A minimum of 25-FT offset from the side property line is required when constructing a commercial driveway. A one-lane driveway shall not be more than 20 FT wide and shall not exceed 40 FT when a two-lane driveway is desired. Driveways that generate more than 50 VPD shall not be authorized left turn movements unless the nearest edge of the driveway is a minimum of 350 FT from the parallel base building line. Driveways within the road right-of-way shall be paved with an all-weather surface material. Please refer to Section 7.05.06 DRIVEWAYS of the LDC for more details.
2. A review of the traffic study by an outside party will be required at the cost of the applicant. The County will work with outside consultants to get pricing.
3. Oleander Avenue is identified on the County's Right-of-Way Protection Plan as a future 160 FT Right-of-Way. The current Right-of-Way width is 130 FT including the North St Lucie River Water Control District drainage system. Please include a line on the plan to show a possible 15 FT Right-of-Way dedication. A final determination if the dedication will be required will be made after review of the traffic report.
4. A 6' sidewalk will be required within the Right-of-Way along Oleander Avenue that abuts the property line of the proposed development site. The Board of County Commissioners may authorize total or partial relief from the requirements of sidewalk construction and may require the applicant to pay a fee-in-lieu to the County for sidewalk and/or greenways and trails construction. Please refer to Chapter 7.05.04 of the LDC for more details.
5. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Joanne Mitchell at 772-462-2824 for more information.
6. The applicant is advised that a Driveway Permit will be required for the proposed driveway. Please contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.
7. Please coordinate with the County's water quality division. The applicant is advised that a stormwater permit may be required for stormwater discharges within the County's roadway ROW or modifications made to the county drainage system. Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

8. The applicant is advised that after site plan approval construction plans shall be submitted to the Engineering Division for review and approval prior to construction authorization. Additional comments may be provided from the review of construction plans.

St. Lucie County Planning

In the future there may be a potential consideration of the developer to connect Oleander with Sunrise Boulevard.



THE SUNRISE CITY
FORT PIERCE
Florida

Conceptual Development Plan
Sweetwater Village – 4001 Oleander Avenue
Aerial Map

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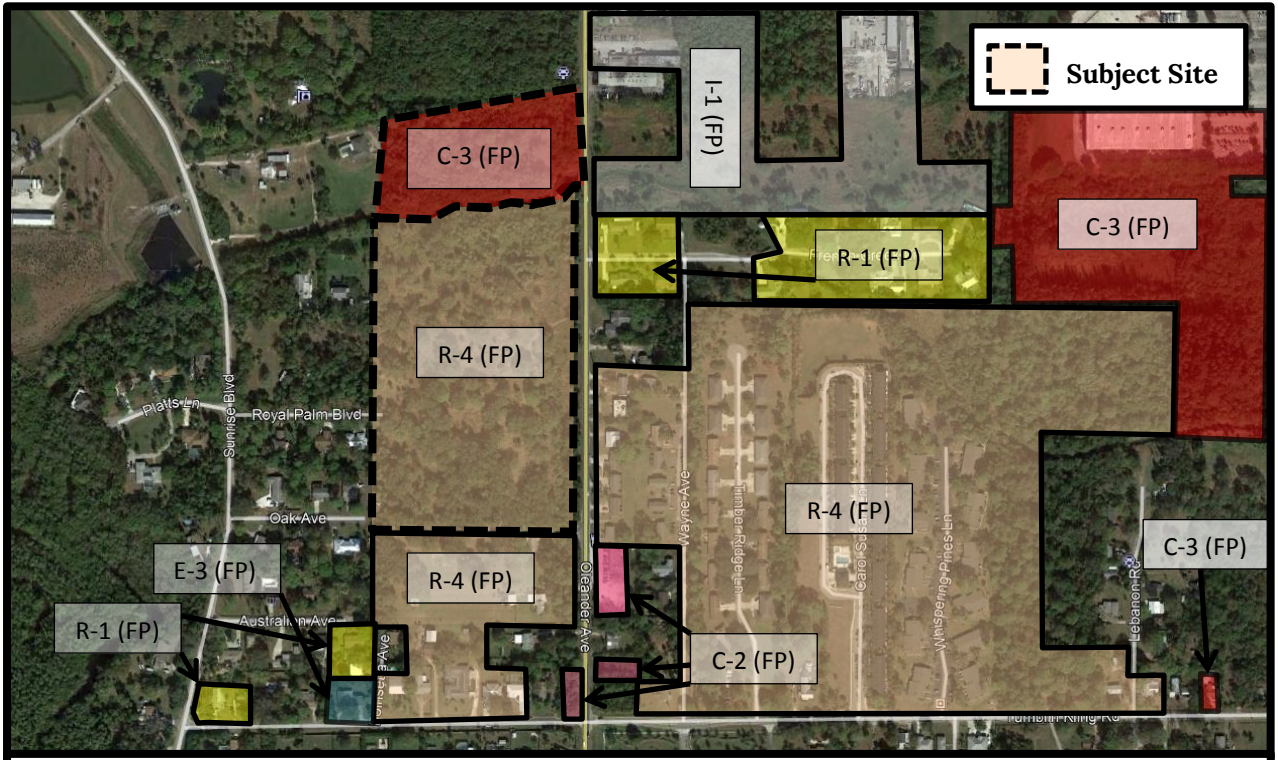

THE SUNRISE CITY
FORT PIERCE
Florida

Conceptual Development Plan
Sweetwater Village – 4001 Oleander Avenue
Zoning Map

N
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Sweetwater Village - Oleander Oaks, LLC

NOTICES PROVIDED PURSUANT TO: City Code 22-143

NOTICE BY NEWSPAPER: Sunday, September 16, 2018

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 9/19/18

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2115927	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 16, 2018

Sworn to and subscribed before me this day of, September 17, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 1, 2018 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Development Review of a Site Plan submitted by property owner and applicant, Real Sub, LLC and representative Jason Kendall of CWH Real Estate Services, to demolish and reconstruct the Publix at Taylor Creek Plaza at 1889 N. US Highway 1, Fort Pierce, FL. The demolitions will take place on the existing Publix store and the back side of the former West Marine store. The rest of the plaza will remain. The new Publix will total 46,013 sq. ft. The property is zoned General Commercial Zone (C-3). Parcel ID: 1433-440-0005-000-0.
2. Application for Development Review of a Conceptual Site Plan submitted by property owner and applicant, Oleander Oaks LLC and representative Jason Goldfarb, of Green Mills Holdings, LLC, for the approval of an affordable housing apartment complex for seniors 55 and older. The development is planned to accommodate anywhere from 80-100 units total. The parcel has split zoning as the northern 4.3 acres has a zoning designation of C-3, General Commercial Zone and a future land use of GC, General Commercial. The southern 12.88 acres has a zoning designation of R-4, Medium Density Residential and a future land use of RM, Medium Density Residential. The development will commence on the south 12.88 acres of the parcel. The parcel ID for the property is 2433-144-0001-000-6.
3. Application for Development Review of a Site Plan submitted by property owner, City of Fort Pierce and Applicant Greg Powers, CEO of Beachside Hospitality Group, to construct a new restaurant (Crabby's Dockside) consisting of 7, 035 sq. ft. and 199 seats. The property is zoned Planned Unit Redevelopment Zone (PUR). Parcel ID: 2410-503-0041-030-7.
4. Application for a Conditional Use with No New Construction submitted by property owner and applicant, Larry Winter, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 1931 & 1933 Crestview Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-810-0010-000-7.
5. Application for a Conditional Use with No New Construction submitted by property owner, The Love Center Regeneration Ministries and Applicant Natalee Edwards, to operate a private K-12 school with a proposed max enrollment of 120 students at the Love Center Regeneration Ministries at 907 N. 13th Street, Fort Pierce, FL. The property is zoned Planned Unit Redevelopment Zone (PUR), Parcel ID(s): 2404-813-0031-000-8, 2404-813-0034-000-9, 2404-813-0033-000-2, & 2404-813-0032-000-5.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub September 16 2018
TCN 2115927

City Commission Regular Meeting **12.d.**

Meeting Date: 10/01/2018

Re: Site Plan - Publix - 1889 N. US Highway 1

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi Judicial Hearing - Review and approval of an application for Site Plan & Design Review, submitted by the property owner & Applicant, Real Sub, LLC, & representative CWH Real Estate Services. to demolish and reconstruct the Publix at Taylor Creek Plaza at 1889 N. US Highway 1, Fort Pierce, FL. The demolitions will take place on the existing Publix store and the back side of the former West Marine store. The rest of the plaza will remain. The new Publix will total 46,013 sq. ft. The property is zoned General Commercial Zone (C-3). Parcel ID: 1433-440-0005-000-0.

SUMMARY:

- In accordance with Section 22-22, 22-31, 22-58, 22-59, of the City Code, the applicant is requesting the review and approval of a Development Review & Design Review, for the demolition and reconstruction of Publix at Taylor Creek Plaza.
- The Publix is currently 32,104 square feet in size and the reconstruction would be 46,013 square feet in size. This would represent an increase in 13,909 square feet.
- The project will also be demolishing a 3,479 square foot section that once was the storage area for West Marine. This section will not be reconstructed.
- The project will also bring much need site improvements to the parking lot, landscaping, and lighting on site.
- At their meeting on September 11, 2018 the Planning Board voted unanimously to approve the request as presented.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
Application & Supporting Documents
Aerial Map
Zoning Map
TRC Comments
TRC Comment Response from Applicant
Public Certification Notification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/25/2018 05:13 PM

Form Started By: Brandon Creagan
Started On: 09/19/2018 01:07 PM
Final Approval Date: 09/25/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Development Review & Design Review**
Publix – 1889 N. US Hwy 1

DATE: September 19, 2018

STAFF REPORT

Property Owner/Applicant: Real Sub, LLC
PO Box 32018
Fort Pierce, FL 34982

Representative: Jason Kendall
CWH Real Estate Services
1012 Avon Avenue
Lakeland, FL 33801

Requested Action: Recommendation of Approval for Publix at Taylor Creek Plaza.

Site Location: 1889 N. US Hwy 1

Parcel IDs: 1433-440-0005-000-0

Existing Use: Existing Taylor Creek Plaza (Publix)

Parcel Size: 9.82 Acres

Development Area 9.82 Acres

Current Zoning: C-3, General Commercial

Future Land-Use GC, General Commercial

Surrounding Zoning:

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

Staff Analysis:
Request & Project Detail

In accordance with Section 22-22, 22-31, 22-58, 22-59, of the City Code, the applicant is requesting the review and approval of a Development Review & Design Review, for the demolition and reconstruction of Publix at Taylor Creek Plaza. The Publix is currently 32,104 square feet in size and the reconstruction would be 46,013 square feet in size. This would represent an increase in 13,909 square feet. The project will also be demolishing a 3,479 square foot section that once was the storage area for West Marine. This section will not be reconstructed. The project will also bring much need site improvements to the parking lot, landscaping, and lighting on site.

Design

The building will feature a patina green metal roof and aged bronze metal canopies. The design and color scheme of the Publix will be represented throughout the whole entire plaza as the intent of the applicant is to give the plaza a complete makeover. The paint colors that will be present in the plaza are universal khaki, urban jungle, creamy, kilim beige, & spearmint. The color architectural renderings are included in the Planning Board packets.

Site & Landscape Plan

Vehicular access to the site is provided via a traffic light at the intersection of N. US Highway 1 and N. Causeway Drive. Cars traveling southbound also have access to the site from driveways at Wendy's and Sunny Lane. North Bound traffic can also access the site from Sunny Lane. Additional access to the site can come from Sandridge Road (Old US Hwy 1). Sidewalks are present along N US Highway 1.

A total of two hundred seventy eight (278) parking spaces (eleven of which are handicapped-accessible) will be provided. The required total number of spaces is two hundred sixty seven (267) spaces and the applicant is providing a surplus of eleven (11) parking spaces. The Photometric Survey provided is compliant with City Code 22-60(j)(1)(a.)

The presented landscape plan is consistent with City Code 22-187, General Landscaping Requirements. The applicant will provide a total of two thousand two hundred forty one (2,241) shrubs, fifty nine (59) trees, and eighteen (18) palm trees. The surface water management system for the project is proposed to stay the same as the site and system are already developed.

Traffic

The traffic impact statement provided by the applicant determined that there will be an increase of 1,227 additional daily trips that will be generated by the proposed project. Of these trips, 150 PM peak hour trips will be dispersed onto the surrounding roadway network and the statement did not include the AM peak hour numbers. The presented increase in daily trips according to the Engineer that performed the study will have no impact on the levels of service (LOS) within the project radius of the impact area.

Technical Review Committee:

All affected City Departments have reviewed the proposed Applications for Development Review & Design Review and have provided conditional approval. The comments generated from the technical review, and any responses by the applicant are provided for review.

Planning Board:

At their meeting on September 11, 2018 the Planning Board voted unanimously to approve the request as presented.

Staff Recommendation:

The requested Applications for Development Review & Design Review meet the requirements of the City Code and are found to be consistent with the City's Comprehensive Plan; therefore Staff recommends that the City Commission approve the request as presented:

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 1889 N. US Highway 1

Parcel ID #(s) 1433-440-0005-000-0

Project description Demolish existing Publix and reconstruct new store. Modify existing parking area to bring up to current standard. Demo and remodel portions of other retail.

Real Sub, LLC.	CWH Real Estate Services
Property Owner(s)	**Applicant/Representative, Title, Company**
PO Box 32018	1012 Avon Ave
Street Address	Street Address
Lakeland FL 33802	Lakeland FL 33801
City State Zip	City State Zip
1-800-242-1227	863-608-4046
Phone Number	Phone Number
doug.ray@publix.com	william@cwhrealestateservices.com
Email Address	Email Address

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 31 day of July, 2018, by

_____ who is personally known to me or has produced _____ as identification.

Signature of Notary

MICHAEL M BROCK
MY COMMISSION # FF225337
EXPIRES April 28, 2019
(407) 398-0153 FloridaNotaryService.com

(seal)

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_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Fees_____ Control #_____ B. Permit #_____

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		
■ Site Plan	❑ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

Site Information: 59,940 exist.

Non-Residential: Proposed Sq. Ft.: 67,230 prop. Residential: Proposed Units:_____

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

North	South	East	West
Commercial	Residential	US 1	Taylor Creek

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)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 1889 N. US Highway 1

Parcel ID #(s) 1433-440-0005-000-0

Project Description Demolish existing Publix and reconstruct new store. Modify existing parking area to bring up to current standard. Demo and remodel portions of other retail.

Real Sub, LLC	CWH real Estate Services
Property Owner(s)	Applicant/Representative, Title, Company
P.O. Box 32018	1012 Avon Rd.
Street Address	Street Address
Lakeland FL 33802	Lakeland FL 33801
City State Zip	City State Zip
1-800-242-1227	863-608-4046
Phone Number	Phone Number
doug.ray@publix.com	william@cwhrealestateservices.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the 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 -- COUNTY HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31 day of JULY, 2018, by William Hanks who is personally known to me or has produced _____ as identification.

Michael M Brock
Signature of Notary

MICHAEL M BROCK
MY COMMISSION # FF225337
EXPIRES April 28, 2019
FloridaNotaryService.com

(seal)

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

Design Review Application Checklist
(City Code of Ordinances 22-59)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 22-194, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 22-58(e) is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 22-58
c. A final site lighting plan that meets the requirements of subsection 22-58(d)(8).
d. A final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

CPWG

July 31, 2018

City of Fort Pierce
Planning Department
100 North US 1
Fort Pierce, FL 34950

RE: Publix Super Market
Taylor Creek Commons

Attn: Brandon Creagan

The referenced project is an existing retail center with a Publix Super Market. The proposed development is to demolish the existing Publix building (30,000 sf) and one adjacent retail space (1200 sf) and to then reconstruct a new 46.000 sf Publix building in its place. In addition, the back half of the old West Marine space will be demolished but will not be reconstructed. The front half of the old West Marine store will be remodeled into 4 new tenant spaces. The one retail spaces between the West Marine space and the new Publix will be remodeled to a Publix Liquor store. The façade of the entire retail center will be improved per the included elevations. The existing parking area will be improved to meet current City of Fort Pierce and Publix requirements. Additional landscape islands and cart corrals will be added to the site. The existing parking area will be milled and resurfaced. A pedestrian walkway will be added from the existing sidewalk along US 1 into the site.

Per the Design Review Application Checklist please find the following documents for your review.

1. Exterior elevations of the proposed Publix.
2. Photographs of the existing retail center.
3. Photographs of the neighboring uses.

Please reference the submitted Construction plans containing survey and Landscape Plans for other requirements listed on the design review checklist. Should you need anything else please contact me at your earliest convenience.

Respectfully,

Jason Kendall

Environmental
Landscape Architecture
Parks & Trails
Pavement Management
Planning
Stormwater
Transportation
Utilities
Water Resources

3918 N. Highland Ave
Tampa, FL 33603

P: 813-361-2644
F: 813-223-2469

PUBLIX FRONT ELEVATION

RETAIL FRONT ELEVATION

PAINT SW7012 CREAMY	**PAINT** SW6106 KILIM BEIGE	**PAINT** SW6150 UNIVERSAL KAHAKI	**PAINT** SW9117 URBAN JUNGLE	**PAINT** SW6465 SPEARMINT	**METAL CANOPY** PAC CLAD AGED BRONZE	**METAL ROOF** BERRIDGE PATINA GREEN

FT. PIERCE PUBLIX & RETAIL

FT. PIERCE, FL

DESIGN DEVELOPMENT

06.13.18

FISHER ARCHITECTS

FISHER AND ASSOCIATES, LLC ©2018

AR26001739

Photographs of Existing Taylor Creek Commons Center

Publix
STOP

Photographs of Surrounding Properties

Fig. A – Commercial property to the north

Fig. B – Property to the northeast

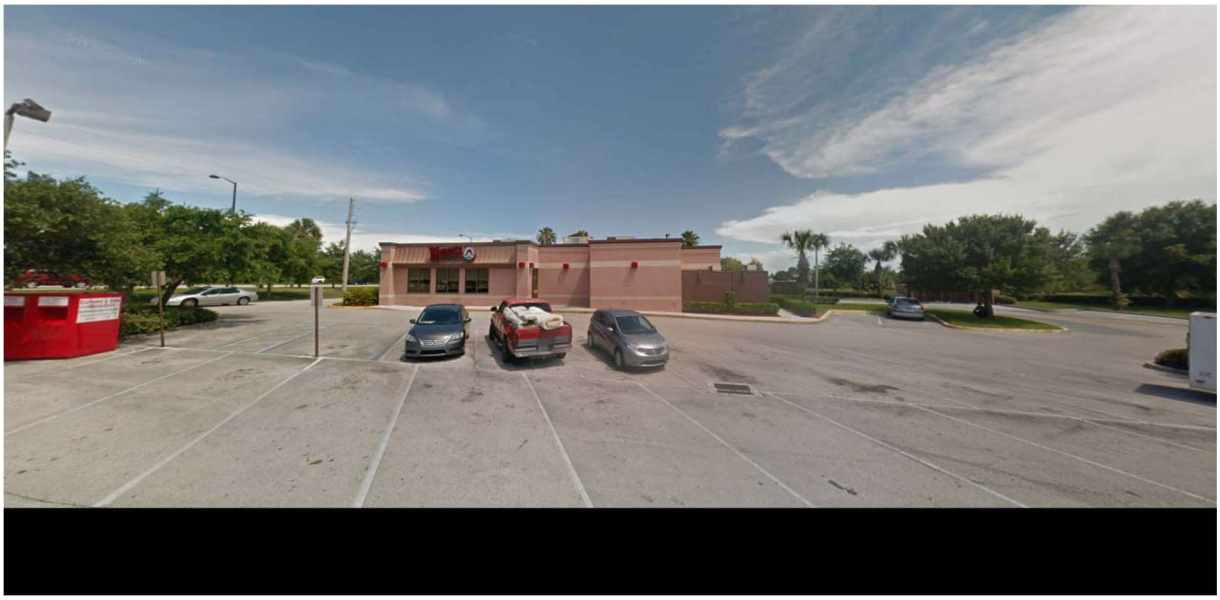


Fig. C – Commercial property to the Southeast

CONSTRUCTION PLANS
FOR

PUBLIX SUPER MARKETS
STORE #1682

TAYLOR CREEK COMMONS
1851 N. US HIGHWAY 1
FORT PIERCE, FL 34946

SITE DATA

PARCEL ID: 1433-440-0005-000-0
S/T/R: 33/34/40
ZONING: C-3
SITE AREA: 412,623 SF (9.47 AC)

EXISTING RETAIL BUILDING AREA: 22,786 SF
EXISTING PUBLIX BUILDING AREA: 32,104 SF
EXISTING TOTAL BUILDING AREA: 54,890 SF

PROPOSED RETAIL BUILDING AREA: 18,307 SF
PROPOSED PUBLIX BUILDING AREA: 46,013 SF
PROPOSED TOTAL BUILDING AREA: 64,320 SF
PROPOSED PROPERTY FAR: 0.16

REQUIRED PARKING
SHOPPING CENTER 66,707 SF @ 1/250 SF = 267 SPACES
TOTAL PROVIDED = 278 SPACES INC. 11 H/CSPACES

IMPERVIOUS AREA
EXISTING = 312,880 SF
ORIGINALLY PERMITTED = 322,780 SF
PROPOSED = 318,560 SF

GENERAL INFORMATION

OWNER:
PUBLIX SUPER MARKETS, INC.
P.O. BOX 32025
LAKELAND, FLORIDA 33802

CIVIL ENGINEER:
CRIBB PHILBECK WEAVER GROUP
3918 N. HIGHLAND AVENUE
TAMPA, FLORIDA 33603
PHONE (813) 361-2644
CERTIFICATE OF AUTH. NO. 26618
MICHAEL E. STALZER, PE 79935

LANDSCAPE ARCHITECT:
CRIBB PHILBECK WEAVER GROUP
PHONE (813) 361-2644
MATTI RUKHOLM PLA, 6667261

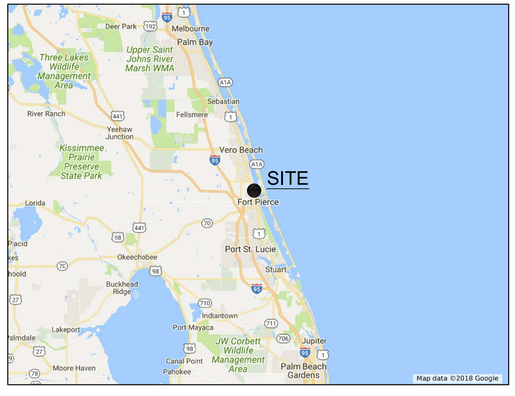
DEVELOPER:
WILLIAM HANKS
CWH REAL ESTATE SERVICES
1012 AVON AVE.
LAKELAND, FLORIDA 33801
863-608-4046

ARCHITECT:
JOHN MESSINA
FISHER AND ASSOCIATES, LLC
2315 BELLEAIR ROAD
CLEARWATER, FL 33764
PHONE: 727-443-4436

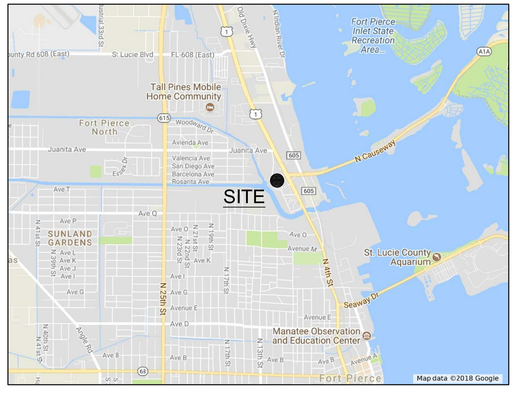
SURVEYOR:
AEI CONSULTANTS
2500 CAMINO DIABLO
WALNUT CREEK, CA 94597
PHONE: 925-746-6000

DRAWING INDEX

C0.00 - COVER SHEET
C0.01 - SURVEY WITH EASEMENT LOCATIONS
C0.02 - GENERAL NOTES
C1.00 - SITE AERIAL
C2.00 - DEMOLITION & EROSION CONTROL PLAN
C2.10 - DEMOLITION & EROSION CONTROL PLAN
C2.20 - EROSION CONTROL NOTES & DETAILS
C3.00 - CONSTRUCTION STAGING & SAFETY PLAN
C4.00 - OVERALL SITE PLAN
C4.10 - GEOMETRY, STRIPING & SIGNAGE PLAN
C4.20 - GEOMETRY, STRIPING & SIGNAGE PLAN
C4.30 - PUBLIX SITE DETAILS
C4.40 - ADA ACCESSIBLE ROUTE PLAN
C5.00 - PAVING PLAN
C6.00 - GRADING PLAN
C6.10 - GRADING PLAN
C6.20 - DRAINAGE PLAN
C6.30 - PAVING, GRADING & DRAINAGE DETAILS
C7.00 - OVERALL UTILITY PLAN
C7.10 - PUBLIX BACK OF STORE UTILITY PLAN
C7.20 - UTILITY DETAILS
C8.00 - TRUCK ROUTING PLAN
L1.01 - LANDSCAPE PLAN
L1.02 - LANDSCAPE DETAILS
L1.03 - TREE PRESERVATION PLAN
IR.01 - IRRIGATION PLAN
IR.02 - IRRIGATION DETAILS



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

UTILITY INFORMATION

WATER & SEWER:
FORT PIERCE UTILITY AUTHORITY
CONTACT: JAMES CARNES, P.E.
1707 S. 37TH STREET (34947)
PO BOX 3191
FORT PIERCE, FL 34948-3191
(727) 466-1600 X3472

ELECTRIC:
FORT PIERCE UTILITY AUTHORITY
CONTACT: SAL SCIMECA
1707 S. 37TH STREET (34947)
PO BOX 3191
FORT PIERCE, FL 34948-3191
(727) 466-1600 X6957

GAS:
FORT PIERCE UTILITY AUTHORITY
CONTACT: FRED GADDIS
1707 S. 37TH STREET (34947)
PO BOX 3191
FORT PIERCE, FL 34948-3191
(727) 466-1600 X4900

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

COVER SHEET

SHEET NUMBER
C0.00
OF 27 SHEETS

SCHEDULE "B" ITEMS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
(NOT SURVEY RELATED)

2. TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
(NOT SURVEY RELATED)

3. STANDARD EXCEPTIONS:
A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.
(NOT SURVEY RELATED)

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
(NOT SURVEY RELATED)

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.
(DOCUMENT NOT PROVIDED)

6. TERMS, CONDITIONS, AND PROVISIONS OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS BY TAYLOR CREEK ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP, RECORDED IN OFFICIAL RECORDS BOOK 712, PAGE 83, AS AMENDED IN OFFICIAL RECORDS BOOK 733, PAGE 2912; BEING ASSIGNED TO TAYLOR CREEK COMMONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 1982, PAGE 940, AS AFFECTED BY WAIVERS RECORDED IN OFFICIAL RECORDS BOOK 1982, PAGE 945 AND OFFICIAL RECORDS BOOK 1982, PAGE 949, AS CORRECTED IN OFFICIAL RECORDS BOOK 2648, PAGE 2284.
(AFFECTS, BLANKET IN NATURE)

7. EASEMENT GRANTED TO FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE AS RECORDED IN OFFICIAL RECORDS BOOK 698, PAGE 769.
(AFFECTS, PLOTTED AND SHOWN)

8. EASEMENT AGREEMENT GRANTED TO FORT PIERCE UTILITIES AUTHORITY AS RECORDED IN OFFICIAL RECORDS BOOK 665, PAGE 2459.
(AFFECTS, APPROXIMATE LOCATION PLOTTED AND SHOWN)

9. AGREEMENT BY TAYLOR CREEK ASSOCIATES, LTD AND FORT PIERCE UTILITIES AUTHORITY FOR WATER SERVICE AND/OR SEWER SERVICE AS RECORDED IN OFFICIAL RECORDS BOOK 665, PAGE 407.
(AFFECTS, BLANKET IN NATURE)

10. EASEMENTS GRANTED TO FLORIDA POWER & LIGHT COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 221, PAGE 561 AND OFFICIAL RECORDS BOOK 707, PAGE 1515.
(AFFECTS, PLOTTED AND SHOWN)

11. LEASE AGREEMENT BY AND BETWEEN HOLLAND CONSTRUCTION COMPANY, INC., A TEXAS CORPORATION, LESSOR, AND FOOD LION, INC., A NORTH CAROLINA CORPORATION, LESSEE, DATED MAY 5, 1989, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED MARCH 15, 1990, IN OFFICIAL RECORDS BOOK 682, PAGE 2242; AS AFFECTED BY CERTIFICATE AND RATIFICATION OF LEASE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1902, PAGE 2021; ASSIGNMENT AND ASSUMPTION OF LEASEHOLD RECORDED IN OFFICIAL RECORDS BOOK 1902, PAGE 2023 AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 1071, PAGE 535 AND OFFICIAL RECORDS BOOK 1994, PAGE 743.
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

12. POSSIBLE LEASE BY ECKERD CORPORATION AS EVIDENCED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 1071, PAGE 2853 AND OFFICIAL RECORDS BOOK 1994, PAGE 750.
(NOT SURVEY RELATED)

13. POSSIBLE LEASE BY WEST MARINE PRODUCTS, INC., AS EVIDENCED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 1071, PAGE 542 AND OFFICIAL RECORDS BOOK 1994, PAGE 758.
(NOT SURVEY RELATED)

14. SHORT FORM LEASE AGREEMENT BY AND BETWEEN TAYLOR CREEK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, LESSOR AND FAMILY DOLLAR STORES OF FLORIDA, INC., A FLORIDA CORPORATION, LESSEE, RECORDED AUGUST 5, 2010, IN OFFICIAL RECORDS BOOK 3218, PAGE 2421.
(NOT SURVEY RELATED)

15. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
(NOT SURVEY RELATED)

16. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS IS NOT INSURED.
(NOT SURVEY RELATED)

17. RIGHTS OF OTHERS TO USE THE WATERS OF ANY WATER BODY EXTENDING FROM THE INSURED LAND ONTO OTHER LANDS.
(NOT SURVEY RELATED)

18. TERMS, CONDITIONS, AND PROVISIONS OF LANDLORD SUBORDINATION, RECORDED JULY 24, 2003 IN OFFICIAL RECORDS BOOK 1758, PAGE 2410.
(NOT SURVEY RELATED)

19. TERMS, CONDITIONS, AND PROVISIONS OF RESOLUTION NO. 89-148 ABANDONING PORTION OF RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 644, PAGE 313.
(AFFECTS, PLOTTED AND SHOWN)

20. TERMS, CONDITIONS, AND PROVISIONS OF RESOLUTION NO. 89-190 GRANTING SITE PLAN FOR PROJECT KNOWN AS TAYLOR CREEK COMMONS, RECORDED IN OFFICIAL RECORDS BOOK 646, PAGE 2623.
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

21. USE RESTRICTIONS AS SET FORTH IN SHORT FORM MEMORANDUM NOTICE OF LEASE BY FT. PIERCE CVS, LLC AS RECORDED JULY 12, 2005 IN OFFICIAL RECORDS BOOK 2299, PAGE 235, PROVIDED, HOWEVER, THAT THE RESTRICTIONAGAINST A PHARMACY PRESCRIPTION DEPARTMENT, AS DEFINED THEREIN, SHALL BE INAPPLICABLE TO A PUBLIX SUPERMARKET OPERATING ON THE LAND OR ITS SUCCESSOR OR ASSIGNS OF PUBLIX OPERATING A SUPERMARKET IN THE PUBLIX PREMISES ON THE LAND AS A RESULT OF A MERGER OR ACQUISITION OF PUBLIX IN THE FORT PIERCE MARKET.
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

22. EASEMENTS GRANTED TO FLORIDA POWER & LIGHT COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 2411, PAGE 1848 AND OFFICIAL RECORDS BOOK 2411, PAGE 1850.
(AFFECTS, PLOTTED AND SHOWN)

23. ANY RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE OR BE ASSERTED AGAINST THE TITLE PURSUANT TO THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930, AS AMENDED, 7 USC 499A ET SEQ., THE PACKERS AND STOCKYARD ACT OF 1921, AS AMENDED, 7 USC 181 ET SEQ., OR ANY SIMILAR STATE LAWS.
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

LAND AREA

412,623.0± SQUARE FEET

9.47± ACRES

PARKING STALLS

REGULAR=275 HANDICAP=10

TOTAL=285

VICINITY MAP

NOT TO SCALE

LEGEND

SURVEY FEATURES
- BOUNDARY LINE
- FORTY LINE
- RIGHT-OF-WAY
- FENCE
- FLOOD LINE DELINEATION
- WETLANDS DELINEATION
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT

EASEMENTS
- EASEMENT
- BUILDING SET BACK

UTILITY LINES
- WATER LINE
- OVERHEAD POWER LINE
- SEWER LINE
- FLOW LINE
- GAS LINE
- FIBER OPTIC
- TELEPHONE LINE

SURVEY FEATURE HATCHES
- ASPHALT
- CONCRETE
- GRAVEL
- FLOOD ZONE
- POND

SURVEYING SYMBOLS
- SET/FOUND 1/2" REBAR
- SET/FOUND NAIL
- FENCE CORNER POST
- FOUND STONE
- FOUND 1/4" CAPPED REBAR
- COMPUTED POINT
- SET/FOUND ALUM. MONUMENT
- SET/FOUND 1/4" REBAR
- SET / FOUND P/K NAIL W/WASHER
- FOUND P/K NAIL
- TEMP BENCH MARK (ELEV.)
- STAKE ON LINE
- TREE

UTILITY SYMBOLS
- SANITARY SEWER
- MANHOLE
- POWER POLE
- W WATER VALVE
- GAS METER
- ELECTRICAL BOX
- DRAIN GRATE
- IRRIGATION CONTROL VALVE
- CLEANOUT
- GUY WIRE ANCHOR
- FIRE DEPARTMENT CONTROL VALVE
- TELECOMMUNICATIONS BOX
- GAS VALVE
- BACKFLOW PREVENTER
- TELEPHONE PEDESTAL
- WATER METER
- SEPTIC LID
- FIRE HYDRANT
- STORM WATER
- HANDICAP PARKING
- ROW RIGHT-OF-WAY
- PS PARKING SPACE(S)
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- BHL BUILDING HEIGHT LOCATION

SITE PICTURE

SURVEYED BY:
BLEW AND ASSOCIATES P.A.
524 W SYCAMORE STE 4
FAYETTEVILLE, AR 72703
TELEPHONE: 479-443-4506
EMAIL: SURVEY@BLEWINC.COM

WETLANDS

Description for code E1UBLx :
E System ESTUARINE: The Estuarine System describes deepwater tidal habitats and adjacent tidal wetlands that are influenced by water runoff from and often semi-enclosed by land. They are located along low-energy coastlines and they have variable salinity.
1 Subsystem SUBTIDAL: These habitats are continuously submerged substrate, (i.e. below extreme low water).
UB Class UNCONSOLIDATED BOTTOM: Includes all wetlands and deepwater habitats with at least 25% cover of particles smaller than stones (less than 6–7 cm), and a vegetative cover less than 30%.

Modifier(s):
L WATER REGIME Subtidal: The substrate is permanently flooded with tidal water.
x SPECIAL MODIFIER Excavated: Lies within a basin or channel that have been dug, gouged, blasted or suctioned through artificial means by man

FLOOD NOTE

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONES "X & A" ON FLOOD INSURANCE RATE MAP NUMBER 12111C0177J, WHICH BEARS AN EFFECTIVE DATE OF 2/16/2012 AND IS PARTIALLY IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM.

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 6647692, WITH AN EFFECTIVE DATE OF 10/31/2017 AT 11:00 PM.

BEARING BASIS

THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTHEASTERN LINE OF THE SUBJECT PROPERTY WHICH HAS A BEARING OF S 62°43'45" PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD83, USING GPS OBSERVATIONS.

STATEMENT OF ENCROACHMENTS

⚠ THE GUARD RAIL POTENTIALLY ENCROACHES ONTO THE SUBJECT PROPERTY BY AS MUCH AS 4.42'.

LEGAL DESCRIPTION CONTINUED

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST; THENCE RUN S 89°11'58" W 97.22 FEET TO THE WEST RIGHT-OF-WAY LINE OF US#1 (BEING 200 FEET WIDE); THENCE N 28°05'56" W ALONG SAID WEST RIGHT-OF-WAY LINE 327.02 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTHWEST 8.81 FEET; THENCE S 89°07'15" W 21.28 FEET; THENCE S 28°05'56" E 18.54 FEET; THENCE N 61°54'05" E 18.92 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION

SHEET 1 OF 1

PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA, SAID POINT BEING A 1" IRON PIPE; THENCE RUN SOUTH 88°21'15" WEST, A DISTANCE OF 109.28 FEET, TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA; THENCE RUN SOUTH 89°11'58" WEST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 97.22 FEET, TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5, BEING 200 FEET IN WIDTH), SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 28°05'55" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 108.93 FEET; THENCE RUN SOUTH 61 °54'04" WEST, A DISTANCE OF 307.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 66°34'35", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 34.86 FEET AND A LONG CHORD OF SOUTH 28°36'47" WEST, 32.93 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN WESTERLY AND SOUTHWESTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 128°24'25", A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 134.47 FEET, AND A LONG CHORD OF SOUTH 39°19'53" WEST AND DISTANCE OF 108.04 FEET, TO THE POINT OF TANGENCY OF SAID CURVE ON THE WESTERLY EXTENSION OF THE NORTH LINE OF HILLSIDE SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 43 OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA; THEN RUN SOUTH 88°52'59" WEST NON-TANGENT TO SAID CURVE, ALONG THE SAID WESTERLY EXTENSION OF THE NORTH LINE OF HILLSIDE SUBDIVISION, A DISTANCE OF 256.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-25 (BELCHER CANAL) AND A POINT ON CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST THENCE RUN NORTHWESTERLY, MEANDERING ALONG THE SAID EASTERLY RIGHT-OFWAY LINE OF C-25 AND ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 12°59'00", A RADIUS OF SOUTH 803.00 FEET AN ARC LENGTH OF 188.08 FEET AND A LONG CHORD OF NORTH 42°34'32" WEST AND DISTANCE OF 187.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 49°04'02" WEST A DISTANCE OF 261.00 FEET; THENCE RUN NORTH 20°50'01" WEST A DISTANCE OF 70.69 FEET THENCE, LEAVING THE SAID EAST RIGHT-OF-WAY OF CANAL C-25, RUN NORTH 40°55'58" EAST A DISTANCE OF 251.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 33°35'57", A RADIUS OF 251.60 FEET, AN ARC LENGTH OF 147.54 FEET AND A LONG CHORD OF NORTH 24°07'59" EAST AND DISTANCE OF 145.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 07°20'00" EAST TANGENT TO SAID CURVE, A DISTANCE OF 184.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 34°13'57", A RADIUS OF 60.00 FEET AN ARC LENGTH OF 35.85 FEET AND A LONG CHORD OF NORTH 89°38'43" EAST AND DISTANCE OF 35.32 FEET TO A POINT ON CURVATURE; THENCE RUN SOUTH 07°20'00" WEST NON-TANGENT TO SAID CURVE, A DISTANCE OF 128.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST THENCE RUN SOUTHEASTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 76°37'47", A RADIUS OF 25.00 FEET AN ARC LENGTH OF 33.44 FEET AND A LONG CHORD OF SOUTH 30° 58' 59" EAST AND DISTANCE OF 31.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 29°10'19", A RADIUS 112.50 FEET, AN ARC LENGTH OF 57.28 FEET AND A LONG CHORD OF SOUTH 54°42'37" EAST AND DISTANCE OF 56.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 40°07'28" EAST, A DISTANCE OF 107.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, AND A LONG CHORD OF SOUTH 85°07'28" EAST AND DISTANCE OF 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 49°52'32" EAST, A DISTANCE OF 77.63 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 17°50'34", A RADIUS OF 143.96 FEET, ARC LENGTH OF 44.83 FEET AND A LONG CHORD OF NORTH 59°47'49" EAST AND DISTANCE OF 44.65 FEET, TO A POINT ON TANGENCY OF SAID CURVE; THENCE RUN NORTH 26°05'56" WEST, NON-TANGENT TO SAID CURVE, A DISTANCE OF 15.66 FEET; THENCE RUN NORTH 89°07'15" EAST, A DISTANCE OF 205.00 FEET, TO THE SAID WEST RIGHT-OF-WAY LINE OF U.S. 1; THENCE RUN SOUTH 28°05'56" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE OF U.S. NO. 1, A DISTANCE OF 49.48 FEET; THENCE RUN SOUTH 89°07'15" WEST, A DISTANCE OF 167.94 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 07°07'00", A RADIUS OF 103.96 FEET, AN ARC LENGTH OF 12.91 FEET AND A LONG CHORD OF SOUTH 85°33'45" WEST AND DISTANCE OF 12.90 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 81 °07'02", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 35.89 FEET AND A LONG CHORD OF SOUTH 12°27'35" WEST AND DISTANCE OF 32.51 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 28°05' 56" EAST, A DISTANCE OF 167.91 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 62°46'49", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 27.39 FEET AND A LONG CHORD OF SOUTH 59°29'20" EAST AND DISTANCE OF 26.04 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 89°07'15" EAST, A DISTANCE OF 189.75 FEET, TO THE SAID WEST RIGHT-OF-WAY LINE OF U.S. 1; THENCE RUN SOUTH 28°05'56" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE OF U.S. 1, A DISTANCE OF 116.19 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST AND SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

ALTA/NSPS LAND TITLE SURVEY

PROJECT NAME
TAYLOR CREEK COMMONS, STORE #1102
1851 OLD US HWY 1
ST. LUCIE COUNTY FORT PIERCE, FLORIDA

GENERAL NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2016 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO N FED HWY, ALSO KNOWN AS U.S. HWY 1, AND N 4TH ST, BOTH BEING A DEDICATED PUBLIC STREET OR HIGHWAY.
5. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.
6. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
7. (A) PARCEL 1 AND PARCEL 2 ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES WITHOUT ANY GAPS, GORES OR HIATUSES AND WHEN TAKEN AS A WHOLE FORM ONE TRACT OF LAND; AND (B) PARCEL 1 AND PARCEL 2 ARE CONTIGUOUS TO PARCEL 3 ALONG THEIR COMMON BOUNDARIES WITHOUT ANY GAPS, GOES OR HIATUSES.
8. BUILDING AREAS SHOWN HEREON ARE FOR THE FOOTPRINT OF THE BUILDING ONLY.
9. NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
10. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THERE IS EVIDENCE OF DELINEATED WETLAND AREAS. DELINEATED WETLANDS SHOWN ON THE SURVEY AND THE CLASSIFICATION DESCRIPTION ARE TAKEN FROM THE U.S. FISH & WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY WEBSITE ONLY. NO MARKERS FROM A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST WERE OBSERVED DURING THE COURSE OF THE ALTA SURVEY.
12. THE LEGAL DESCRIPTION AS SHOWN ON SURVEY FORMS A MATHEMATICALLY CLOSED FIGURE.

SURVEYOR'S CERTIFICATE

The undersigned, on behalf of Blew and Associates P.A. David A. Nix, hereby certifies to Sacher Zelman Hartman, P.A.; Publix Super Markets, Inc., a Florida corporation; Real Sub, LLC, a Florida limited liability company and Fidelity National Title Insurance Company that: (a) the survey represented hereon is an accurate survey of all of the real property legally described herein; (b) the survey properly and accurately indicates and locates all of the improvements which are shown hereon; (c) the survey was prepared under the direct supervision and control of the undersigned from an actual survey made of the real property legally described hereon; (d) there are no encroachments either across property lines or zoning restrictions lines in effect as of the date of the survey other than as shown hereon; (e) the survey properly designates and locates all visible or recorded, easements as shown in Title Insurance Commitment No. 6647692, issued by Fidelity National Title Insurance Company, dated October 31, 2017 at 11:00 p.m. as of the date of the survey; (f) all established building and setback lines or restrictions of record (as disclosed by the Title Commitment), established by law, or known to the surveyor after inquiry are accurately indicated and located hereon; (g) the property is not used for drainage, ingress or egress, or any other purpose except as is shown hereon; (h) utility services for electricity, water, sewer and telephone either enter the property through adjoining public streets, or, if they pass through or are located on private land, do so in accordance with easements inuring to the owner of the property which are shown hereon; (i) ingress and egress to the subject property is provided by N Federal Highway a.k.a. US Highway 1 and North 4th Street upon which the property abuts, the same being paved and dedicated right-of-way maintained by St. Lucie County, Florida; (j) the property is located in Flood Zones "A & X" in accordance with the Federal Emergency Management Agency Flood Insurance Rate Map; and (k) the total number of regular striped parking spaces located on the subject property is 275, and the total number of handicap striped parking spaces located on the subject property is 10, all of which are accurately depicted to scale.

This map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6b, 7(a)(b1)(c), 8, 9, 11, 16, 17 and 18 of Table A thereof.

The field work was completed on November 7, 2017

Date of Plat or Map November 8, 2017

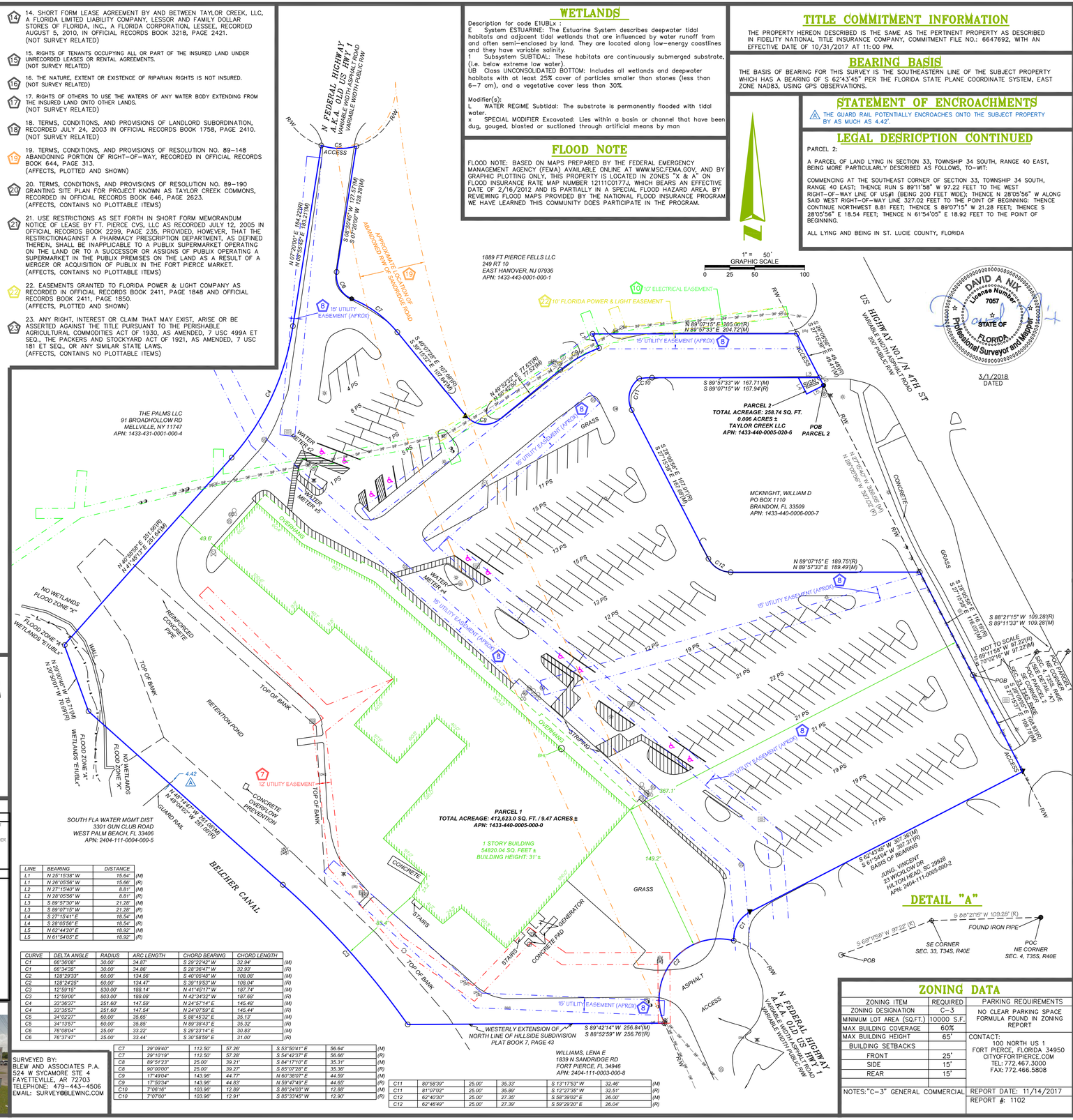
Print Name: David A. Nix
License #: 7057

DAVID A NIX
License Number 7057
STATE OF FLORIDA
Professional Surveyor and Mapper

3/1/2018
DATED

ZONING DATA

ZONING ITEM	REQUIRED	PARKING REQUIREMENTS
ZONING DESIGNATION	C-3	NO CLEAR PARKING SPACE FORMULA FOUND IN ZONING REPORT
MINIMUM LOT AREA (SQ.FT.)	10000 S.F.	
MAX BUILDING COVERAGE	60%	
MAX BUILDING HEIGHT	65'	CONTACT: 100 NORTH US 1 FORT PIERCE, FLORIDA 34950 CITYOFFORTPIERCE.COM TEL: 772.467.3000 FAX: 772.466.5808
BUILDING SETBACKS		
FRONT	25'	
SIDE	15'	
REAR	15'	
NOTES:"C-3" GENERAL COMMERCIAL		REPORT DATE: 11/14/2017 REPORT #: 1102


1" = 50'
GRAPHIC SCALE
0 25 50 100
1889 FT PIERCE FELLS LLC
249 RT 17
EAST HANOVER, NJ 07936
APN: 1433-443-0001-000-1
10' ELECTRICAL EASEMENT
22' FLORIDA POWER & LIGHT EASEMENT
15' UTILITY EASEMENT (APROX)
N 89°07'15" E 1205.00'(R)
N 89°07'33" E 204.72'(M)
S 28°05'56" E 49.41'(M)
S 28°05'56" E 49.48'(R)
S 89°57'33" W 167.71'(M)
S 89°07'15" W 167.94'(R)
PARCEL 2
TOTAL ACREAGE: 258.74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6
POB PARCEL 2
MCKNIGHT, WILLIAM D
PO BOX 1110
BRANDON, FL 33509
APN: 1433-440-0006-000-7
N 89°07'15" E 189.75'(R)
N 89°57'33" E 189.49'(M)
S 88°21'15" W 109.28'(R)
S 89°11'33" W 109.28'(M)
NOT TO SCALE
S 89°11'58" W 97.22'(R)
S 89°10'16" W 97.22'(M)
POB
SET 4" CONCRETE MONUMENT WITH BRASS DISK STAMPED "PRM LB 4" FLUSH WITH GRADE
SET 4" CONCRETE MONUMENT WITH BRASS DISK STAMPED "PRM LB 4" FLUSH WITH GRADE
SEC. 33, T34S, R40E
SEC. 4, T35S, R40E
S 28°05'56" E 116.01'(M)
S 28°05'56" E 116.19'(R)
POC NE CORNER SEC. 4, T35S, R40E
FOUND IRON PIPE
N 28°05'56" W 326.02'(M)
N 28°05'56" W 326.02'(R)
US HIGHWAY NO.1 / N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W
S 62°43'45" W 307.38'(M)
S 61°54'04" W 307.31'(R)
BASIS OF BEARING
JUNG, VINCENT
23 WILLOW DR
HILTON HEAD, SC 29928
APN: 3404-111-0005-000-2
DETAIL "A"
S 88°21'15" W 109.28' (R)
FOUND IRON PIPE
S 89°11'58" W 97.22' (R)
SE CORNER SEC. 33, T34S, R40E
POC NE CORNER SEC. 4, T35S, R40E
POB
SURVEYED BY: BLEW AND ASSOCIATES P.A. 524 W SYCAMORE STE 4 FAYETTEVILLE, AR 72703 TELEPHONE: 479-443-4506 EMAIL: SURVEY@BLEWINC.COM
SOUTH FLA WATER MGMT DIST
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33406
APN: 2404-111-0004-000-5
THE PALMS LLC
91 BROADHOLLOW RD
MELLVILLE, NY 11747
APN: 1433-431-0001-000-4
WILLIAMS, LENA E
1839 N SANDRIDGE RD
FORT PIERCE, FL 34946
APN: 2404-111-0003-000-8
PARCEL 1
TOTAL ACREAGE: 412,623.0 SQ. FT. / 9.47 ACRES ±
APN: 1433-440-0005-000-0
1 STORY BUILDING
54820.04 SQ. FEET ±
BUILDING HEIGHT: 31' ±
N 89°52'32" E 77.65'(R)
N 89°52'32" E 77.72'(M)
S 40°05'28" E 107.68'(R)
S 40°05'28" E 107.68'(M)
N 40°55'58" E 251.56'(R)
N 40°55'58" E 251.56'(M)
N 20°50'01" W 70.69'(M)
N 20°50'01" W 70.69'(R)
N 49°04'02" W 261.00'(R)
N 49°04'02" W 261.00'(M)
N 40°55'58" E 251.56'(R)
N 40°55'58" E 251.56'(M)
S 07°20'00" E 184.22'(M)
S 07°20'00" W 128.28'(M)
N 01°20'00" E 194.22'(R)
N 89°55'45" E 183.21'(M)
S 89°55'45" W 127.87'(M)
S 07°20'00" W 128.28'(M)
N 01°20'00" E 194.22'(R)
N 89°55'45" E 183.21'(M)
4.42
N 45°41'45" W 251.18'(M)
N 49°04'02" W 261.00'(R)
GUARD RAIL
ABANDONED R/W OF SANDRIDGE ROAD
APPROXIMATE LOCATION OF ABANDONED R/W OF SANDRIDGE ROAD
BELCHER CANAL
WESTERLY EXTENSION OF NORTH LINE OF HILLSIDE SUBDIVISION PLAT BOOK 7, PAGE 43
S

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET THE LATEST CODES, STANDARDS, REGULATIONS & REQUIREMENTS OF THE CITY OF FORT PIERCE, OR THE FLORIDA DEPT. OF TRANSPORTATION WHICHEVER IS MORE STRINGENT.

2. THE LOCATION OF ALL EXISTING UTILITIES AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE SIZE AND LOCATION OF ALL EXISTING UTILITIES SHOWN AND NOT SHOWN ON THESE PLANS AND RELATED CONSTRUCTION PRIOR TO COMMENCEMENT OF WORK. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THE CONSTRUCTION DEPICTED ON THESE PLANS, THE CONTRACTOR WILL HALT CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.

3. THE CONTRACTOR SHALL ADEQUATELY PROTECT ALL EXISTING STRUCTURES AND UTILITIES FROM DAMAGE OR DISPLACEMENT DURING CONSTRUCTION. IN THE EVENT OBSTRUCTIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE THE ENGINEER, AND THE UTILITY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR DAMAGE OR CORRECT DISPLACEMENT.

4 THE CONTRACTOR SHALL NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES WHICH ARE OCCUPIED OR IN USE WITHOUT WRITTEN PERMISSION OF THE UTILITY COMPANY.

5. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER, ANY EXTRA WORK REQUESTED BY ANY REGULATORY AGENCY THAT IS NOT SHOWN ON THE PLANS. THE CONTRACTOR IS NOT TO PROCEED WITH ANY ADDITIONAL WORK WITHOUT PROPER WRITTEN AUTHORIZATION FROM THE OWNER.

6. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO INSURE AGAINST POLLUTING, SILTING, OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO EXISTING WATER BODIES. SUCH MEASURES SHALL BE APPROVED BY THE PROJECT ENGINEER AND MAY INCLUDE, BUT NOT BE LIMITED TO, CONSTRUCTION OF TEMPORARY EROSION CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, OR SILT BARRIERS AT CONTRACTOR'S EXPENSE.

7. FOR BENCHMARKS/HORIZONTAL CONTROL, CONTACT THE CITY OF FORT PIERCE.

8. BENCHMARKS, SURVEY MONUMENTS AND/OR OTHER REFERENCE POINTS SHALL BE CAREFULLY MAINTAINED. IF DISTURBED OR DESTROYED, THESE POINTS SHALL BE REPLACED BY THE CONTRACTOR'S SURVEYOR AT THE CONTRACTOR'S EXPENSE.

9. SOD SHALL BE PER LANDSCAPE ARCHITECT'S SPECIFICATIONS. ALL SLOPES 4:1 OR STEEPER SLOPES SHALL BE SODDED. ON STEEPER SLOPES, SOD SHALL BE STAKED IN PLACE.

10. ALL SOIL STRIPPINGS AND ANY UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER.

11. AS-BUILT DRAWINGS SHALL BE GENERATED BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT ENGINEER UPON PROJECT COMPLETION.

12. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL TREES AND OTHER VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.

13. ANY AND ALL PERMITS REQUIRED FOR CONSTRUCTION PURPOSES (LABOR, R.O.W., UTILIZATION, ETC.) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

14. PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS AND/OR EASEMENTS BEFORE BEGINNING CONSTRUCTION.

16. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND RUBBLE FROM THE SITE.

17. CONTRACTOR SHALL PROVIDE AN EROSION CONTROL PLAN TO THE DAYTONA BEACH SHORES ENGINEER FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING. THE SILT FENCE SHALL BE SHOWN ON DRAWINGS.

18. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.

19. SHOP DRAWINGS OF ALL MATERIAL BEING USED FOR CIVIL SITE WORK SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

20. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH CURRENT FLORIDA D.O.T. STANDARD INDEXES AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL PRESENT HIS MAINTENANCE OF TRAFFIC PLANS AT THE PRE-CONSTRUCTION MEETING FOR APPROVAL.

21. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE PROPOSED INLETS AS SHOWN BY PROPOSED GRADES OR OTHERWISE INDICATED BY FLOW ARROWS.

22. FLORIDA STATUTE 553.851 (1978) REQUIRES THAT BEFORE EXCAVATION, NOTICE BE GIVEN TO THE UTILITY OWNER A MINIMUM OF TWO (2) DAYS AND A MAXIMUM OF FIVE (5) DAYS, EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE SUNSHINE STATE ONE CALL 1-800-432-4770.

23. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.

24. HANDICAP PARKING SPACES SHALL BE MARKED BY THE INTERNATIONAL HANDICAP SYMBOL AND EACH SPACE SHALL BE PROVIDED WITH A SIGN STATING "PARKING BY DISABLED PERMIT ONLY". ALL HANDICAP ACCESS POINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HANDICAP CODES.

25. ALL PARKING LOT DIMENSIONS ARE TO THE FACE OF THE CURB.

26. PARKING STALLS TO BE MARKED WITH WHITE PAINT.

27. DOUBLE YELLOW STRIPING, HANDICAP, STOP BARS AND FIRELANE STRIPING TO BE THERMOPLASTIC.

28. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN OUT MANHOLES, CATCH BASINS, INLETS, ,ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.

29. ELECTRICAL, TELEPHONE, GAS AND CABLE TELEVISION SERVICE WILL BE PROVIDED BY THE APPROPRIATE UTILITY COMPANIES. THE CONTRACTOR SHALL COORDINATE LOCATIONS AND SERVICES FOR THESE UTILITIES WITH THE ENTITIES INVOLVED.

30. PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES (STOP SIGNS, SIGNALS ETC.) SHALL BE INSTALLED IN CONCRETE PER MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS.

31. ALL CONSTRUCTION SHALL BE PER CITY OF FORT PIERCE ENGINEERING STANDARDS AND LAND DEVELOPMENT CODE (LDC) STANDARDS.

PAVING AND DRAINAGE

1. ALL PAVEMENT MARKING SHALL BE AS PER CITY OF FORT PIERCE LATEST STANDARDS OR FDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS.

2. ALL PAVEMENT RETURN RADII SHALL BE MEASURED FROM THE FACE OF CURB.

3. ALL MEDIANS AND ISLANDS ARE TO BE FILLED WITH CLEAN SAND/SOIL FOR PLANTINGS. APPROVAL OF MATERIAL BY A LANDSCAPE ARCHITECT IS REQUIRED.

4. ALL CURBS AND CURB AND GUTTER SHALL BE CONSTRUCTED TO THE LINES AND GRADES CALLED FOR ON THE PLANS. ANY CURB OR CURB AND GUTTER WHICH IS NOT CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING TOLERANCES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
   MAXIMUM VARIANCE IN HORIZONTAL ALIGNMENT – 0.10 FEET
   MAXIMUM VARIANCE IN VERTICAL ALIGNMENT – 0.02 FEET
   MINIMUM CONTOUR SLOPE – 0.24%
MINIMUM GUTTER SLOPE SHALL APPLY TO ALL LOCATIONS EXCEPT AT HIGH POINTS AND LOW POINTS CALLED FOR ON THE PLANS. ANY CRACKED, CHIPPED, STAINED OR DEFACED CURBING FOUND PRIOR TO OR AT THE FINAL INSPECTIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

5. THE CONTRACTOR SHALL INSTALL DROP CURBS AND HANDICAP ACCESS RAMPS AT ALL INTERSECTIONS OF THE SIDEWALK WITH THE PROPOSED PAVEMENT.

6. ALL CURBS, INLET THROATS, INLET TOPS AND CURB TIE-INS SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF PAVEMENT BASE.

7. PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN CENTERLINES OF DRAINAGE STRUCTURES.

8. ALL STORMWATER PIPE SHALL BE CLASS III RCP. UNLESS OTHERWISE NOTED ON THE PLANS.

9. PIPE WITH LIFTING HOLES WILL NOT BE ALLOWED IN ROADWAYS AND IS NOT APPROVED FOR ROADWAY CONSTRUCTION.

10. ALL INLETS GRATES SHALL BE STEEL PER FDOT INDEX NO. 232

11. ALL MANHOLE AND INLET STRUCTURES SHALL BE PRECAST CONCRETE

12. CONTRACTOR SHALL DETERMINE THE BOTTOM SIZE OF ALL DRAINAGE STRUCTURES SO AS TO FIT ALL REQUIRED PIPES.

13. DITCH BOTTOM AND CONTROL STRUCTURE INLET GRATES SHALL BE SECURED BY CHAIN AND EYEBOLT.

14. ALL NON-PAVED DISTURBED AREAS TO BE SODDED UNLESS OTHERWISE NOTED.

15. ALL PAVEMENT, PAVEMENT BASE, CURBING, STORMWATER SYSTEMS, WATER SYSTEMS AND SANITARY SEWER SYSTEMS THAT ARE TO BE DEMOLISHED AND REMOVED SHALL BE DISPOSED OF OFF-SITE BY THE SITE CONTRACTOR, UNLESS OTHERWISE DIRECTED BY THE OWNER.

16. CONTRACTOR IS TO OBTAIN A COPY OF THE SOILS REPORT AND ABIDE BY ALL RECOMMENDATIONS. FOLLOWING THESE RECOMMENDATIONS IS REQUIRED AS PART OF THIS WORK.

17. CONTRACTOR SHALL CONFORM TO SFPC, 1982 EDITION, 18.106 TO WIT: "DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL", ACCESS ROADS AND A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED."

18. FIVE (5) FEET OF SOD IS REQUIRED AROUND ALL DITCH BOTTOM INLETS, MANHOLES, HEADWALLS, ETC.

19. ALL MITERED END SECTIONS SHALL HAVE A PROTECTIVE GRATE PER FDOT INDEX NO. 273, REGARDLESS OF SIZE, AND SHALL BE FIELD CUT TO MATCH POND SIDE SLOPE.

EROSION AND SEDIMENT CONTROL NOTES:

AN EROSION CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AND APPROVED PRIOR TO SCHEDULING OF PRE-CONSTRUCTION CONFERENCE. THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT AS THAT ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THIS CONDITION WILL BE SATISFIED FOR THE TOTAL ANTICIPATED CONSTRUCTION PERIOD. PROVISION MUST BE MADE TO PRESERVE THE INTEGRITY AND CAPACITY OF CHECK WEIRS, SEDIMENT BASINS, SLOPE DRAINS, GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION. CONTRACTOR SHALL PROVIDE HAY BALES, TEMPORARY GRASSING ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.

1. STOCKPILING MATERIAL.
NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DRAIN DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.

2. EXPOSED MATERIAL
THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING, OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 40 ACRES SO LONG AS THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.

3. INLET PROTECTION
THE CONSTRUCTION OF SWALES AND THE STORM WATER COLLECTION SYSTEM SHALL BE PERFORMED PRIOR TO CONSTRUCTION OF IMPERVIOUS AREAS INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.

4. TEMPORARY SEEDING
AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPLETE WITH THE PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE 30 LBS. PER ACRE.

5. TEMPORARY GRASSING
SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN 4 ABOVE, SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA TO A DEPTH OF FOUR INCHES.

6. TEMPORARY GRASSING
THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.

7. TEMPORARY REGRASSING
IF AFTER FOURTEEN DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATION COVER.

8. MAINTENANCE
ALL FEATURES OF THE PROJECT WILL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT

9. DUST ABATEMENT
DUST SHALL BE CONTROLLED WITH USE OF WATER AND CALCIUM CHLORIDE.

FILL PLACEMENT

1. AFTER THE CONTRACTOR PROOF ROLLS THE SITE IN ACCORDANCE WITH THE ABOVE RECOMMENDATIONS, THE CONTRACTOR SHOULD PLACE AND COMPACT FILL REQUIRED TO BRING THE SITE TO FINAL GRADE. WE RECOMMEND THAT ALL FILL BE SELECTED, PLACED AND COMPACTED AS FOLLOWS:

2. USE FILL MATERIAL COMPRISED OF NON-PLASTIC SANDS WITH LESS THAN ABOUT 12% FINES CONTENT. THE FILL SHOULD NOT CONTAIN ANY SIGNIFICANT AMOUNT OF ORGANIC SUBSTANCES (LESS THAN 3% BY WEIGHT) OR OTHER DELETERIOUS MATERIALS.

3. PLACE FILL IN LEVEL LIFTS NO THICKER THAN 12 INCHES. THINNER LIFTS MAY BE NEEDED TO ACHIEVE COMPACTION ON THE SILTY OR CLAYEY SANDS.

4. COMPACT FILL TO A MINIMUM OF 95% OF THE SOIL'S MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM STANDARD D-1557 FOR EACH LIFT OF FILL PLACED.

5. ALLOW AN ENGINEERING TECHNICIAN, WORKING UNDER THE DIRECTION OF REGISTERED GEOTECHNICAL ENGINEER, TO PERFORM IN-PLACE DENSITY TESTS TO VERIFY THAT THE RECOMMENDED DEGREE OF COMPACTION HAS BEEN ACHIEVED.

6. EXTEND FILL A MINIMUM OF 5 FEET BEYOND BUILDING LIMITS TO PREVENT POSSIBLE EROSION OR UNDERMINING OF FOOTING BEARING SOILS..

7. PROVIDE FILL SLOPE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL.

WATER MAIN NOTES:

1. DUCTILE IRON PIPE SHALL CONFORM TO ANSI/AWWA A21.51/C151. PIPE OF NOMINAL DIAMETER FOUR (4) INCHES THROUGH TWELVE (12) INCHES SHALL BE PRESSURE CLASS 350.

2. EACH LENGTH OF PIPE SHALL BEAR THE NAME OR TRADEMARK OF THE MANUFACTURER, THE LOCATION OF THE MANUFACTURING PLANT, AND THE CLASS OR STRENGTH CLASSIFICATION OF THE PIPE. THE MARKINGS SHALL BE PLAINLY VISIBLE ON THE PIPE BARREL. PIPE, WHICH IS NOT CLEARLY MARKED, IS SUBJECT TO REJECTION. THE CONTRACTOR SHALL REMOVE ALL REJECTED PIPE FROM THE PROJECT SITE WITHIN FIVE (5) NORMAL WORKING DAYS.

3. JOINTS FOR DUCTILE IRON PIPE SHALL BE PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI/AWWA A21.11/C111. RESTRAINED OR FLANGED JOINTS SHALL BE PROVIDED WHERE CALLED FOR IN THE PLANS. FLANGED JOINTS SHALL CONFORM TO ANSI STANDARD B 16.1-125 POUNDS.

4. DUCTILE IRON FITTINGS SHALL HAVE FUSION-BONDED EPOXY COATING IN ACCORDANCE WITH ANSI/AWWA C116.

5. DUCTILE IRON PIPE SHALL HAVE AN INTERIOR PROTECTIVE LINING OF CEMENT MORTAR WITH A SEAL COAT OF ASPHALTIC MATERIAL IN ACCORDANCE WITH ANSI/AWWA A21.4/C104.

6. THE EXTERIOR OF DUCTILE IRON PIPE SHALL BE COATED WITH ASPHALTIC MATERIAL IN ACCORDANCE WITH A MINIMUM ONE (1) MIL THICK IN ACCORDANCE WITH ANSI/AWWA A21.51/C151. ADDITIONAL APPLIED EXTERIOR COATINGS FOR ABOVE GROUND PIPE, FITTINGS AND VALVES SHALL BE THOROUGHLY CLEANED AND GIVEN ONE FIELD COAT (MINIMUM 1.5 MILS DRY THICKNESS) OF RUST INHIBITOR PRIMER. INTERMEDIATE AND FINISHED FIELD COATS OF ALKYD SHALL ALSO BE APPLIED BY THE CONTRACTOR (MINIMUM 1.5 MIL DRY THICKNESS EACH COAT). PRIMER AND FIELD COATS SHALL BE COMPATIBLE AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. FINAL FIELD COAT SHALL BE BLUE FOR FINISHED WATER.

7. GATE VALVES SHALL BE RESILIENT SEAT GATE VALVES, MANUFACTURED TO MEET OR EXCEED THE REQUIREMENTS OF AWWA C509, LATEST REVISION, AND IN ACCORDANCE WITH THESE SPECIFICATIONS. VALVES SHALL HAVE AN UNOBSTRUCTED WATERWAY EQUAL TO OR GREATER THAN THE FULL NOMINAL DIAMETER OF THE VALVE. VALVES SHALL HAVE A MINIMUM PRESSURE RATING OF TWO-HUNDRED (200) PSI FOR SIZES 12 INCHES AND SMALLER AND A MINIMUM PRESSURE RATING OF ONE-HUNDRED-FIFTY (150) PSI FOR SIZES LARGER THAN 12 INCHES.
   ALL VALVES ARE TO BE TESTED IN STRICT ACCORDANCE WITH AWWA C509.
   ALL VALVES SHALL OPEN LEFT OR COUNTER CLOCKWISE.
   THE VALVES SHALL BE NON-RISING STEMS WITH THE STEM MADE OF CAST, FORGED, OR ROLLED BRONZE AS SPECIFIED IN AWWA C509. TWO (2) STEM SEALS SHALL BE PROVIDED AND SHALL BE OF THE O-RING TYPE. THE STEM NUT MUST BE INDEPENDENT OF THE GATE.
   THE RESILIENT SEALING MECHANISM SHALL PROVIDE ZERO LEAKAGE AT TEST AND NORMAL WORKING PRESSURE WHEN INSTALLED WITH THE LINE FLOW FROM EITHER DIRECTION.

8. ALL WATER MAIN SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 6' FROM ANY EXISTING OR PROPOSED FORCE MAINS AND SANITARY SEWER MAINS.

9. ALL PIPE AND FITTINGS SHALL BE INSPECTED PRIOR TO LOWERING INTO THE TRENCH TO INSURE NO CRACKED, BROKEN, OR OTHERWISE DEFECTIVE MATERIALS ARE BEING USED. CONTRACTOR SHALL CLEAN ENDS OF PIPE THOROUGHLY AND REMOVE FOREIGN MATTER AND DIRT FROM INSIDE OF THE PIPE AND KEEP CLEAN DURING AND AFTER LAYING.
   CONTRACTOR SHALL USE PROPER IMPLEMENTS, TOOLS, AND FACILITIES FOR THE SAFE AND PROPER PROTECTION OF THE WORK. CONTRACTOR SHALL LOWER PIPE INTO THE TRENCH IN SUCH A MANNER AS TO AVOID ANY PHYSICAL DAMAGE TO THE PIPE AND SHALL REMOVE ALL DAMAGED PIPE FROM THE JOB-SITE. CARE SHALL BE TAKEN TO NOT DROP OR DUMP PIPE INTO TRENCHES UNDER ANY CIRCUMSTANCES.

10. NO CONNECTION SHALL BE MADE TO THE EXISTING CITY SYSTEM WITHOUT FIRST OBTAINING FDEP PERMIT. NOTIFICATION OF CONNECTION TO THE EXISTING CITY SYSTEM SHALL NOT OCCUR WITHOUT PRIOR NOTIFICATION TO THE CITY.
    THE CITY SHALL BE NOTIFIED AT LEAST THREE (3) DAYS IN ADVANCE TO SCHEDULE MAIN CONNECTIONS AND VALVE OPERATIONS. THE WATER, WASTEWATER, AND RECLAIMED WATER VALVES ARE TO BE OPERATED ONLY BY THE CITY. ALL VALVES INSTALLED ARE TO REMAIN CLOSED DURING CONSTRUCTION.
    THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF CITY UTILITIES. UTILITY LOCATIONS SHOWN ON PLANS ARE NOT EXACT OR GUARANTEED.
    THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS BOTH HORIZONTALLY AND VERTICALLY.
    THE CITY DISPATCH OPERATOR SHALL BE NOTIFIED IMMEDIATELY IN THE EVENT OF A FORCE MAIN, WATER MAIN, OR RECLAIMED WATER MAIN BREAK OR DAMAGE AT 407-703-1757. THE CONTRACTOR SHALL IMMEDIATELY REPAIR ALL DAMAGE TO CITY MAINS, AT THE CONTRACTOR'S EXPENSE. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY THE CITY, THE CITY MAY PERFORM THE REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR THE REPAIRS

11. HYDROSTATIC TESTS SHALL CONSIST OF PRESSURE AND LEAKAGE TESTS. HYDROSTATIC TESTS SHALL BE CONDUCTED ON ALL NEWLY LAID PRESSURE PIPES, JOINTS, AND VALVES INCLUDING ALL SERVICE LINES TO THE CURB STOPS. AIR TESTING OF PRESSURE PIPES WILL NOT BE PERMITTED UNDER ANY CIRCUMSTANCE. TESTS MAY BE MADE ON SECTIONS NOT EXCEEDING TWO-THOUSAND (2000) FEET WHEN ACCEPTABLE TO THE CITY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY EQUIPMENT AND MATERIAL, MAKE ALL TAPS, AND FURNISH ALL CLOSURE PIECES IN THE PIPE AS REQUIRED. EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR SHALL INCLUDE GRADUATED CONTAINERS, PRESSURE GAUGES, HYDRAULIC FORCE PUMPS, AND SUITABLE HOSES AND PIPING. THE CITY WILL MONITOR AND APPROVE A SATISFACTORY TEST.
    THE CONTRACTOR MAY CONDUCT HYDROSTATIC TESTS AFTER THE TRENCH HAS BEEN PARTIALLY BACKFILLED WITH THE JOINTS LEFT EXPOSED, FOR INFORMATIONAL PURPOSES ONLY.
    THE HYDROSTATIC TESTS FOR ACCEPTANCE SHALL BE CONDUCTED ONLY AFTER THE TRENCHES HAVE BEEN COMPLETELY BACKFILLED AND COMPACTED AS SPECIFIED, WHERE ANY SECTION OF PIPE IS PROVIDED WITH CONCRETE THRUST BLOCKING, PRESSURE TEST WILL NOT BE MADE UNTIL AT LEAST FIVE (5) DAYS HAVE ELAPSED AFTER THE THRUST BLOCKING IS INSTALLED.
    IF HIGH-EARLY STRENGTH CONCRETE IS USED FOR THE CONCRETE THRUST BLOCKING, THE TIME MAY BE REDUCED TO TWENTY-FOUR (24) HOURS IF THE CITY CONCURS THAT THE CONCRETE HAS CURED AND REACHED ADEQUATE STRENGTH. MECHANICALLY RESTRAINED JOINTS ARE REQUIRED.
12. POTABLE WATER CONSTRUCTION SHALL MEET THE LATEST CODES AND MANUALS OF THE FORT PIERCE UTILITY AUTHORITY (FPUA).

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

GENERAL NOTES

SHEET NUMBER
C0.02
OF 27 SHEETS

NORTH

GRAPHIC SCALE

0 25 50 100

(IN FEET)
1 inch = 50 ft.

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CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

SITE AERIAL

SHEET NUMBER
C1.00
OF 27 SHEETS

NORTH

GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

DEMO NOTES:

1. DEMO SHALL NOT BEGIN UNTIL ALL PERMITS ARE OBTAINED, CONSTRUCTION FENCING IS INSTALLED (SEE SHEET C3.00), EROSION CONTROL MEASURES ARE INSTALLED AND SITE IS INSPECTED BY ENGINEER OF RECORD (EOR).
2. PAVEMENT REMOVAL AREAS ARE APPROXIMATE. SITE CONTRACTOR RESPONSIBLE TO REMOVE ALL EXISTING PAVEMENT AND BASE LOCATED IN NEW LANDSCAPE ISLAND AREAS.
3. PAVEMENT REMOVAL AROUND BUILDING IS NOT SHOWN. SITE/BUILDING CONTRACTOR RESPONSIBLE FOR DETERMINING LIMIT OF PAVEMENT REMOVAL REQUIRED FOR NEW BUILDING CONSTRUCTION.

LEGEND

- PROPERTY LINE
- SILT FENCE
- TREE BARRICADE
- EXISTING BUILDING TO REMAIN
- PAVEMENT & BASE TO BE REMOVED
- BUILDING TO BE DEMOLISHED

MATCHLINE (SEE SHEET C2.10)

-T 8" PVC WL

EXIST. 6" PV

RELOCATE EXISTING WATER METERS AND LIGHT POLE

RELOCATE EXISTING WATER METERS (SEE UTILITY PLAN)

WATER METER x2

WATER METER x4

WATER METER x5

EXISTING MANHOLE TO REMAIN

EXISTING MANHOLE TO REMAIN

EXISTING MANHOLE TO REMAIN

EXISTING MANHOLE TO REMAIN

EXIST. 8" PVC WL

EX. 8" SS

EX. 8" SS

EX. 8" SS

JUN 23 W HILTO APN: 2

PALMS LLC
JHOLLOW RD
ILLE, NY 11747
133-431-0001-000-4

OVERHANG

82.1'

60.4'

EXISTING BUILDING TO REMAIN

60.2'

79.7'

40.1'

9.8'

9.9'

100.6'

REMODEL FRONT OF EXISTING BUILDING

DEMO BACK OF EXISTING BUILDING

OVERHANG

54.3'

REMOVE EXISTING CLEANOUTS & GREASE TRAP

REMOVE EXISTING CLEANOUTS & GREASE TRAP

REMOVE EXISTING CLEANOUTS & GREASE TRAP

42.2'

Publix
SUPER MARKETS
45.90 PROTOTYPE
46,013 SF

60.2'

49.2'

97.2'

125.0'

57.0'

58.3'

EXISTING UNDERGROUND ELECTRIC LINE (3 PHASE) TO REMAIN

EXISTING GAS LINE TO REMAIN

2" GAS

EXIST.TOB

INSTALL SILT FENCE (TYP)

APPROXIMATE LOCATION OF EXISTING TRANSFORMER TO BE RELOCATED BY FPUA

EXIST. GAS LINE VALVE TO REMAIN

EXISTING GENERATORS TO BE RELOCATED ONSITE. CONTRACTOR TO COORDINATE WITH PUBLIX PROJECT MANAGER.

GENERATOR

CONCRETE PAD

STAIRS

R/W

FEDERAL HIGHWAY
K.A. OLD US HWY 1
VARIABLE WIDTH ASPHALT ROAD
VARIABLE WIDTH PUBLIC R/W

RELOCATE EXIST. GUY WIRES (BY FPUA)

RELOCATE EXIST. 8" PVC WATER LINE

EX. 8" WL

WILLIAMS, LENA E
1839 N SANDRIDGE RD
FORT PIERCE, FL 34946
APN: 2404-111-0003-000-8

EXISTING GAS LINE GATE VALVE TO BE REMOVED BY FPUA

REMOVE EXISTING 6" PVC FIRE LINE

INSTALL SILT FENCE (TYP)

REMOVE EXISTING 4" PVC FIRE LINE

DEMO EXISTING CONCRETE FLUME

RELOCATE EXISTING HYDRANT, FDC & BACKFLOW PREVENTORS

EXISTING GAS LINE TO BE REMOVED BY FPUA

NO WETLANDS
FLOOD ZONE "X"

WALL

FLOOD ZONE "A"
WETLANDS "E1UBLx"

EXIST.TOB

EXIST.TOB

EXIST.TOB

GUARD RAIL

FLOOD ZONE "A"
WETLANDS "E1UBLx"

WATER MGMT DIST
GUN CLUB ROAD
ACH, FL 33406
0004-000-5

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CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

DEMOLITION & EROSION CONTROL PLAN

SHEET NUMBER
C2.00
OF 27 SHEETS

NORTH

GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

LEGEND

- PROPERTY LINE
- SILT FENCE
- TREE BARRICADE
- EXISTING BUILDING TO REMAIN
- PAVEMENT & BASE TO BE REMOVED
- BUILDING TO BE DEMOLISHED

DEMO NOTES:

1. DEMO SHALL NOT BEGIN UNTIL ALL PERMITS ARE OBTAINED, CONSTRUCTION FENCING IS INSTALLED (SEE SHEET C3.00), EROSION CONTROL MEASURES ARE INSTALLED AND SITE IS INSPECTED BY ENGINEER OF RECORD (EOR).
2. PAVEMENT REMOVAL AREAS ARE APPROXIMATE. SITE CONTRACTOR RESPONSIBLE TO REMOVE ALL EXISTING PAVEMENT AND BASE LOCATED IN NEW LANDSCAPE ISLAND AREAS.
3. PAVEMENT REMOVAL AROUND BUILDING IS NOT SHOWN. SITE/BUILDING CONTRACTOR RESPONSIBLE FOR DETERMINING LIMIT OF PAVEMENT REMOVAL REQUIRED FOR NEW BUILDING CONSTRUCTION.

FLORIDA A1A
VARIABLE WIDTH ASPHALT ROAD

US HIGHWAY NO1/N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W

RW

SIGN

GRASS

PARCEL 2
TOTAL ACREAGE: 258,74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6

EXISTING MARATHON GAS

MCKNIGHT, WILLIAM D
PO BOX 1110
BRANDON, FL 33509
APN: 1433-440-0006-000-7

1889 FT PIERCE FELLS LLC
249 RT 10
EAST HANOVER, NJ 07936
APN: 1433-443-0001-000-1

EXISTING CVS

HIGHWAY
ASPHALT ROAD
H PUBLIC R/W

ACCESS

REMOVE EXISTING LIGHT POLE (TYP)

SAWCUT & COMPLETELY REMOVE PAVEMENT & BASE FOR NEW LANDSCAPE ISLAND (TYPICAL)

INSTALL SILT FENCE (TYP)

EXIST. 8" PVC WL

EXIST. 6" PVC WL

RELOCATE EXISTING WATER METERS AND LIGHT POLE

RELOCATE EXISTING WATER METERS

EXISTING MANHOLE TO REMAIN

EXISTING MANHOLE TO

JUNG, VINCENT
23 WICKLOW DR
HILTON HEAD, SC 29928
APN: 2404-111-0005-000-2

MATCHLINE (SEE SHEET C2.00)

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

DEMOLITION & EROSION CONTROL PLAN

SHEET NUMBER
C2.10
OF 27 SHEETS

TREE PROTECTION NOTES

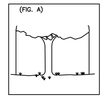
1. INSTALL TREE BARRICADES TO THE FULLEST EXTENT OF THE DRIP LINE OF ALL TREES AS POSSIBLE AND/OR TO THE MAXIMUM LIMIT OF IMPROVEMENTS AS POSSIBLE (OF COURSE REALIZING THAT THE TREE BARRICADES MAY HAVE TO BE "BACKED OFF" THE IMPROVEMENTS BY 6" TO 2' MAXIMUM TO INSTALL THE IMPROVEMENTS. DO NOT INSTALL TREE BARRICADES (SPECIFICALLY SILT FENCING MATERIAL) BY TRENCHING WITHIN THE DRIPLINE OF EXISTING TREES.
2. MINOR PRUNING IS THE PRUNING OF A TREE BY THE REMOVING BRANCHES MEASURED NO GREATER THAN THREE INCHES IN DIAMETER AT THE POINT OF CONNECTION TO A SUPPORTING BRANCH AND SHALL BE IN ACCORDANCE TO THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
3. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
4. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, WITHIN THE DRIPLINE OF A TREE REMAINING ON SITE, UNLESS OTHERWISE APPROVED BY THE ADMINISTRATOR: IT SHALL BE UNLAWFUL TO REMOVE VEGETATION, EXCEPT BY HAND, BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE.

PROTECTIVE BARRIER REQUIREMENTS FOR EXISTING TREES TO REMAIN

PROTECTIVE BARRIERS are used during land alterations and construction activities to protect trees and natural areas to be retained on a site.

PROTECTIVE BARRIERS must be erected around TREES to be retained within an area where land alteration and construction activities will occur as well as along NATURAL AREAS where such areas are adjacent to permitted land alteration or construction activities. A PROTECTIVE BARRIER must remain in place until the land alteration and construction activities are completed or until commencement of grade finishing and sodding. No ground disturbance must occur within the barricaded area. The following represents the County's minimum protective barrier specifications.

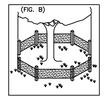
(FIG. A)



1. TREES - To restrict access into the area within the CANOPY DRIPLINE of a tree, a physical structure not less than 3 feet in height, comprised of wood or other suitable material, is placed around the tree at the CANOPY DRIPLINE, except where land alterations or construction activities are approved within the CANOPY DRIPLINE.

The CANOPY DRIPLINE of a tree is the imaginary, vertical line that extends downward from the outermost tips of the tree's branches to the ground. Fig. A

(FIG. B)

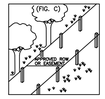


BARRIER SPECIFICATIONS FOR TREES:

Four corner upright stakes of no less than 2"x2" lumber connected by horizontal member of no less than 1"x4" lumber; or upright stakes spaced at 5' intervals of no less than 2"x2" lumber connected by silt screen fabric or material of comparable durability. Fig. B

2. NATURAL AREAS -To restrict access into areas where land alteration and construction activities are not authorized a physical structure not less than 3 feet in height is placed along the perimeter of such areas.

(FIG. C)



BARRIER SPECIFICATIONS FOR NATURAL AREAS:

Upright stakes of no less than 2"x2" lumber spaced no more than 25' apart and connected by twine flagged with plastic surveying tape at regular intervals of 5-10'. Fig. C Other methods of demarcation will be considered depending upon the characteristics of the site.

WHY A BARRIER:

1. To protect all above ground portions of trees and other significant vegetation from mechanical damage,
2. To protect root systems from compaction,
3. To provide awareness of protected areas to equipment operators.

SITE DESCRIPTION:

KEY SITE DATA IS LISTED BELOW:

1. THE SITE AREA IS APPROXIMATELY 9.5 ACRE AND THE PROJECT AREA IS 8.0 ACRES.
2. EXISTING SITE IS DEVELOPED. PROJECT IS DEMOLITION AND RECONSTRUCTION OF EXISTING SITE.
3. GROUND SURFACE ELEVATIONS RANGE FROM 10 TO 30 FT NGVD. THE LOW AREA IS SOUTH SIDE OF EXISTING SITE.
4. SOIL CONSERVATION SERVICE SOIL MAP UNITS FOR THE SITE ARE ASTATULA/APOPKA SANDS. ESTIMATED SEASONAL HIGH WATER TABLE IS APPROXIMATELY 6' BELOW GROUND SURFACE.

PROJECT INFORMATION:

1. THIS PLAN IS INTENDED FOR USE IN CONJUNCTION WITH THE DRAINAGE PLANS FOR THIS PROJECT. FUTURE DEVELOPMENT WILL REQUIRE A SEPARATE SWPPP AND NOI.
2. THE CONSTRUCTION ACTIVITIES ON THIS SITE CONSIST OF AND WILL BE PERFORMED IN THE FOLLOWING ORDER: CLEARING AND GRUBBING, EXCAVATION OF THE DRAINAGE RETENTION AREA AND CONSTRUCTION OF BUILDING AND PAVED PARKING AREA.
3. THE AREA TO BE DISTURBED BY CONSTRUCTION IS 0.46± ACRES.
4. THE TOPOGRAPHY OF THE AREA IS GENTLY SLOPING.
5. A QUALIFIED INSPECTOR (PROVIDED BY THE OPERATOR) SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE OR A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4); DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED; AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER IN ACCORDANCE WITH THE GENERIC PERMIT.

INTENDED SEQUENCE OF CONSTRUCTION ACTIVITIES AND EROSION CONTROL IMPLEMENTATION:

1. PRIOR TO ANY CONSTRUCTION ACTIVITIES AND/OR CLEARING AND GRUBBING THE PERIMETER SILT FENCE MUST BE IN PLACE AS SHOWN ON THIS PLAN.
2. MEET ON SITE WITH CONTRACTOR TO DISCUSS IMPLEMENTATION OF PERIMETER CONTROLS, BASINS AND DIVERSIONS.
3. CONSTRUCT RETENTION BASIN TO WITHIN ONE FOOT OF FINISHED GRADE IN CONJUNCTION WITH ROUGH GRADING. RETENTION BASIN MUST BE PROPERLY STABILIZED PRIOR TO DIRECTING STORMWATER RUNOFF TO THE BASIN. THIS CAN BE ACCOMPLISHED BY TEMPORARY SEED AND MULCHING OR BY PERMANENT SODDING OF SIDESLOPES. ALL DISTURBED AREAS MUST BE STABILIZED IMMEDIATELY IF THEY ARE TO BE EXPOSED MORE THAN 7 DAYS RATHER THAN WAITING UNTIL THE PROJECT IS COMPLETE. STORMDRAIN PROTECTION MUST BE IMPLEMENTED IMMEDIATELY FOLLOWING INLET INSTALLATION TO PREVENT SEDIMENT BUILDING IN THE RETENTION BASIN AND STORMWATER PIPE SYSTEM.
4. FINAL GRADING AND PERMANENT STABILIZATION TO BE IN PLACE AT THE COMPLETION OF CONSTRUCTION ACTIVITIES. THE ENTIRE STORMWATER MUST BE BUILT PER THE APPROVED STORMWATER PLANS AND PERFORM AS DESIGNED. SUBSTANTIAL DEVIATIONS FROM THE APPROVED STORMWATER PLANS MAY REQUIRE REAPPROVAL OF THE DESIGN PROFESSIONAL, APPLICABLE GOVERNMENTAL AGENCIES, AND/OR RECONSTRUCTION BY THE CONTRACTOR.

CONTRACTOR'S CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

SIGNATURE _____ DATE

PRINT NAME _____

ADDRESS _____

PHONE NUMBER _____

PERMITTEE'S CERTIFICATION:

THE UNDERSIGNED ENSURES THAT THE SURFACE WATER AND STORMWATER MANAGEMENT MEASURES PROPOSED IN THE PLAN WILL BE EFFECTIVELY IMPLEMENTED UNTIL COMPLETION OF THE PROJECT OR UNTIL THE PERMANENT SURFACE WATER MANAGEMENT SYSTEM IS OPERATIONAL.

NAME:

COMPANY:

SIGNATURE _____

DATE _____

STABILIZATION SCHEDULE:

(REQUIRED TO BE COMPLETED BY CONTRACTOR)

MAJOR CONSTRUCTION ACTIVITIES:
START DATE_____
END DATE_____

CEASE CONSTRUCTION ACTIVITIES:
TEMPORARY DATES_____
_____
_____

PERMANENT DATE _____

DATE THAT STABILIZATION MEASURES WERE INITIATED:_____

NOTE: INSTALL EROSION CONTROL FEATURES PRIOR TO ANY CONSTRUCTION ACTIVITIES ON THIS SITE.

NON-STORMWATER DISCHARGES:

THE SITE MAY GENERATE NON-STORMWATER DISCHARGE INTO THE ON-SITE DRAINAGE SYSTEM (SUCH AS: WATER MAIN FLUSHING).

GENERAL NOTES:

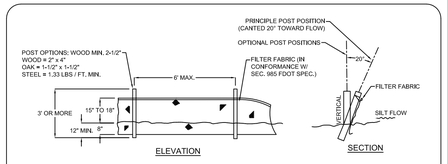
(AN FDEP, NPDES, GENERAL PERMIT IS REQUIRED FOR SMALL ACTIVITIES - GREATER THAN 1 ACRE AND LESS THAN 5 ACRES, AND FOR LARGE ACTIVITIES - GREATER THAN 5 ACRES.)

1. A COPY OF THE NOTICE OF INTENT (NOI) OR LETTER FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) CONFIRMING COVERAGE UNDER THIS GENERIC PERMIT SHALL BE POSTED AT THE CONSTRUCTION SITE IN A PROMINENT PLACE FOR PUBLIC VIEWING (SUCH AS ALONGSIDE A BUILDING PERMIT).
2. THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORMWATER DISCHARGE(S) FROM A FACILITY OR ACTIVITY SHALL BE PREVENTED OR MINIMIZED IN ACCORDANCE WITH THE APPLICABLE STORMWATER POLLUTION PREVENTION PLAN FOR THE FACILITY OR ACTIVITY.
3. THE PERMITTEE SHALL PROVIDE FOR COMPLIANCE WITH THE TERMS AND SCHEDULE OF THIS PLAN BEGINNING WITH THE INITIATION OF CONSTRUCTION ACTIVITIES.
4. PERMITTEE SHALL ADHERE TO THE STATE OF FLORIDA DEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES.
5. PRESERVE EXISTING VEGETATION WHERE ATTAINABLE AND STABILIZE DISTURBED PORTIONS OF THE SITE TO PREVENT EROSION. STABILIZATION MEASURES INCLUDE PERMANENT SEEDING, SOD, PRESERVATION OF EXISTING MATURE VEGETATION AND PROTECTION OF EXISTING TREES. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
6. EACH PLAN SHALL INCLUDE A DESCRIPTION OF STRUCTURAL PRACTICES, TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS, RETAIN SEDIMENT ON-SITE, OR OTHERWISE LIMIT RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SUCH PRACTICES MAY INCLUDE SILT FENCES, SWALES, CHECK DAMS, STORM DRAIN INLET PROTECTION, PERMANENT SEDIMENT BASINS OR DRAINAGE RETENTION AREAS (D.R.A.'S).
7. CONSTRUCT TEMPORARY SEDIMENT CONTROL BASINS AT EACH POINT OF DISCHARGE INTO D.R.A.'S.
8. CONTROLS FOR OTHER POLLUTANTS.
   (1) WASTE DISPOSAL. THE PLAN SHALL ASSURE THAT WASTE, SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTE ARE PROPERLY CONTROLLED IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS. THIS PERMIT DOES NOT AUTHORIZE THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO SURFACE WATERS OF THE STATE OR A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4).
   (2) THE PLAN SHALL ASSURE THAT OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST IS MINIMIZED.
   (3) THE PLAN SHALL BE CONSISTENT WITH APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS.
   (4) THE PLAN SHALL ADDRESS THE PROPER APPLICATION RATES AND METHODS FOR THE USE OF FERTILIZERS, HERBICIDES AND PESTICIDES AT THE CONSTRUCTION SITE AND SET FORTH HOW THESE PROCEDURES WILL BE IMPLEMENTED AND ENFORCED. NUTRIENTS SHALL BE APPLIED ONLY AT RATES NECESSARY TO ESTABLISH AND MAINTAIN VEGETATION.
   (5) THE PLAN SHALL ENSURE THAT THE APPLICATION, GENERATION, AND MIGRATION OF TOXIC SUBSTANCES IS LIMITED AND THAT TOXIC MATERIALS ARE PROPERLY STORED AND DISPOSED.
9. A QUALIFIED INSPECTOR (PROVIDED BY THE OPERATOR) SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE OR A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4); DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED; AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER IN ACCORDANCE WITH THE GENERIC PERMIT.
10. THE PERMITTEE SHALL RETAIN COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE N.O.I. TO BE COVERED BY THIS PERMIT, FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.
11. THE PERMITTEE SHALL RETAIN A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN AND ALL REPORTS, RECORDS AND DOCUMENTATION REQUIRED BY THIS PERMIT AT THE CONSTRUCTION SITE, OR AN APPROPRIATE ALTERNATIVE LOCATION AS SPECIFIED IN THE NOI, FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.
12. THE PERMITTEE SHALL SUBMIT A COMPLETED NOTICE OF TERMINATION (N.O.T.) (DEP FORM 62-621.300(6), SIGNED IN ACCORDANCE WITH PART VII.C. OF THIS PERMIT, WITHIN 14 DAYS OF FINAL STABILIZATION OF THE SITE TO TERMINATE COVERAGE UNDER THIS PERMIT.
13. A PERMITTEE SHALL SUBMIT A N.O.T. TO THE FOLLOWING ADDRESS:

    NPDES STORMWATER NOTICES CENTER, MS #2510
    FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
    2600 BLAIR STONE ROAD
    TALLAHASSEE, FLORIDA 32399-2400
14. PROJECTS THAT DISCHARGED STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY TO A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SHALL SUBMIT A COPY OF THE NOT TO THE OPERATOR OF THE MS4.
15. REFER TO THE SITE PLANS FOR ADDITIONAL EROSION CONTROL MEASURES AND ADDITIONAL INFORMATION.

NOTES:

1. FOR SILT FENCE DETAIL SEE TYPE III SILT FENCE IN FDOT INDEX 103. SILT FENCE LOCATION SHOWN FOR CLARITY ONLY, ACTUAL FENCE TO BE AS NEAR THE PROPERTY LINE AS PRACTICAL.
2. ALL EXISTING STORM WATER DRAINAGE PATTERNS AND CHANNELS OUTSIDE THE CONSTRUCTION AREAS SHOWN ON THESE PLANS ARE TO BE MAINTAINED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE WORK APPEARS TO INTERRUPT AN EXISTING STORM WATER DRAINAGE PATTERN. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION SUCH THAT IMPACT TO CONSTRUCTION AND/OR SURROUNDING FACILITIES IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION, SEDIMENT TRANSPORT, DISTURBED FOUNDATIONS, IMPACT TO STRUCTURES, AND ANY OTHER DAMAGE CAUSED DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT DUE TO CONSTRUCTION OPERATIONS. APPROVED EROSION CONTROL DEVICES SHALL BE INSTALLED TO PREVENT DISCHARGE OF SEDIMENT INTO A DRY OR WET WATERCOURSE. RECOMMENDED EROSION CONTROL SHALL CONSIST OF SILT FENCE, OR OTHER EROSION CONTROL METHODS AS SHOWN OR APPROVED BY THE PROJECT ENGINEER. ALL NEW AND EXISITING DRAIN PIPES AND STRUCTURES SHALL BE FLUSHED CLEAN AFTER CONSTRUCTION.
4. PROVIDE EROSION CONTROL BLANKET FOR ALL SLOPES 2 : 1 (HORIZONTAL TO VERTICAL) OR STEEPER.
5. SWALES AND DISTURBED AREAS SHALL BE SODDED OR SEEDED AND MULCHED AS SOON AS PRACTICAL.
6. SEE THIS PLAN FOR ACTUAL LOCATION OF SILT FENCE.
7. THIS PLAN PROVIDES REASONABLE ASSURANCE THAT THE PROPOSED CONSTRUCTION ACTIVITIES WILL NOT RESULT IN EROSION AND SEDIMENT DEPOSITION IN WETLANDS OR OFF-SITE, ADVERSE IMPACTS TO WETLANDS, OFF-SITE FLOODING OR VIOLATION OF WATER QUALITY STANDARDS.



ELEVATION SECTION

NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

STAKED SILT FENCE

EROSION & SEDIMENT CONTROL

PRIOR TO INITIATING CONSTRUCTION OF PLANNED IMPROVEMENTS, ALL WRA'S WILL BE EXCAVATED AND ROUGH GRADED TO PROVIDE SEDIMENT AND RUNOFF CONTROL DURING CONSTRUCTION.

ALL DISTURBED AREAS WILL BE BROUGHT TO FINAL GRADE AND SEEDED AND MULCHED AS SOON AS POSSIBLE.

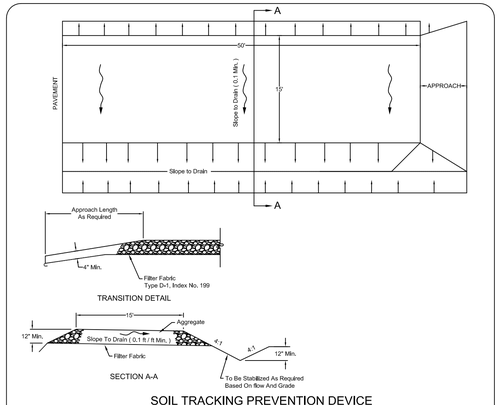
AREAS WHICH MAY ERODE DUE TO SLOPES OR CONCENTRATED RUNOFF DURING CONSTRUCTION WILL BE TREATED. TEMPORARY SLOPE DRAIN PROTECTION WILL BE PROVIDED PER DOT ROAD DESIGN STANDARD INDEX NO. 100.

OFF SITE DISCHARGE OF UNTREATED STORMWATER WILL BE PREVENTED USING TEMPORARY BERMS AND DIKES WHERE NEEDED. DEVICES CONSISTENT WITH DOT ROAD DESIGN STANDARD INDEX NO. 102 WILL BE USED.

UPON COMPLETION OF SITE IMPROVEMENTS, THE WRA'S, SWALES, AND OTHER STORMWATER MANAGEMENT DEVICES WILL BE FINAL GRADED AND SODDED AS SPECIFIED IN THE APPROVED CONSTRUCTION PLANS.

EROSION & SEDIMENT CONTROL

N.T.S.



SOIL TRACKING PREVENTION DEVICE

FDOT INDEX NO. 106

STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM

INSPECTIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR HIGHER

PROJECT NAME:_____ FDEP NPDES STORMWATER IDENTIFICATION NUMBER: FLR10_____

LOCATION	RAIN DATA	TYPE OF CONTROL (SEE BELOW)	DATE INSTALLED/ MODIFIED	CURRENT CONDITION (SEE BELOW)	CORRECTIVE ACTION/OTHER REMARKS

CONDITION CODE:
G = GOOD
C = NEEDS TO BE CLEANED
M = MARGINAL, NEEDS MAINTENANCE OR REPLACEMENT SOON
O = OTHER
P = POOR, NEEDS IMMEDIATE MAINTENANCE OR REPLACEMENT

CONTROL TYPE CODES

1. SILT FENCE	10. STORM DRAIN INLET PROTECTION	19. REINFORCED SOIL RETAINING SYS.	28. TREE PROTECTION
2. EARTH DIKES	11. VEGETATIVE BUFFER STRIP	20. GABION	29. DETENTION POND
3. STRUCTURAL DIVERSION	12. VEGETATIVE PRESERVATION AREA	21. SEDIMENT BASIN	30. RETENTION POND
4. SWALE	13. RETENTION POND	22. TEMPORARY SEED / SOD	31. WASTE DISPOSAL/HOUSEKEEPING
5. SEDIMENT TRAP	14. CONST. ENTRANCE STABILIZATION	23. PERMANENT SEED / SOD	32. DAM
6. CHECK DAM	15. PERIMETER DITCH	24. MULCH	33. SAND BAG
7. SUBSURFACE DRAIN	16. CURB AND GUTTER	25. HAY BALES	34. OTHER
8. PIPE SLOPE DRAIN	17. PAVED ROAD SURFACE	26. GEOTEXTILE	
9. LEVEL SPREADERS	18. ROCK OUTLET PROTECTION	27. RIP-RAP	

INSPECTOR INFORMATION:

NAME _____ QUALIFICATION _____ DATE _____

THE ABOVE SIGNATURE ALSO SHALL CERTIFY THAT THIS FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES IF THERE ARE NOT ANY INCIDENTS OF NON-COMPLIANCE IDENTIFIED ABOVE.

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILTY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME (RESPONSIBLE AUTHORITY) _____ DATE _____

NOTE:
CONTRACTOR COPY ONTO 8-1/2" x 11" TO CREATE REPORT FORMS

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

EROSION CONTROL
NOTES & DETAILS

SHEET NUMBER
C2.20
OF 27 SHEETS

NORTH

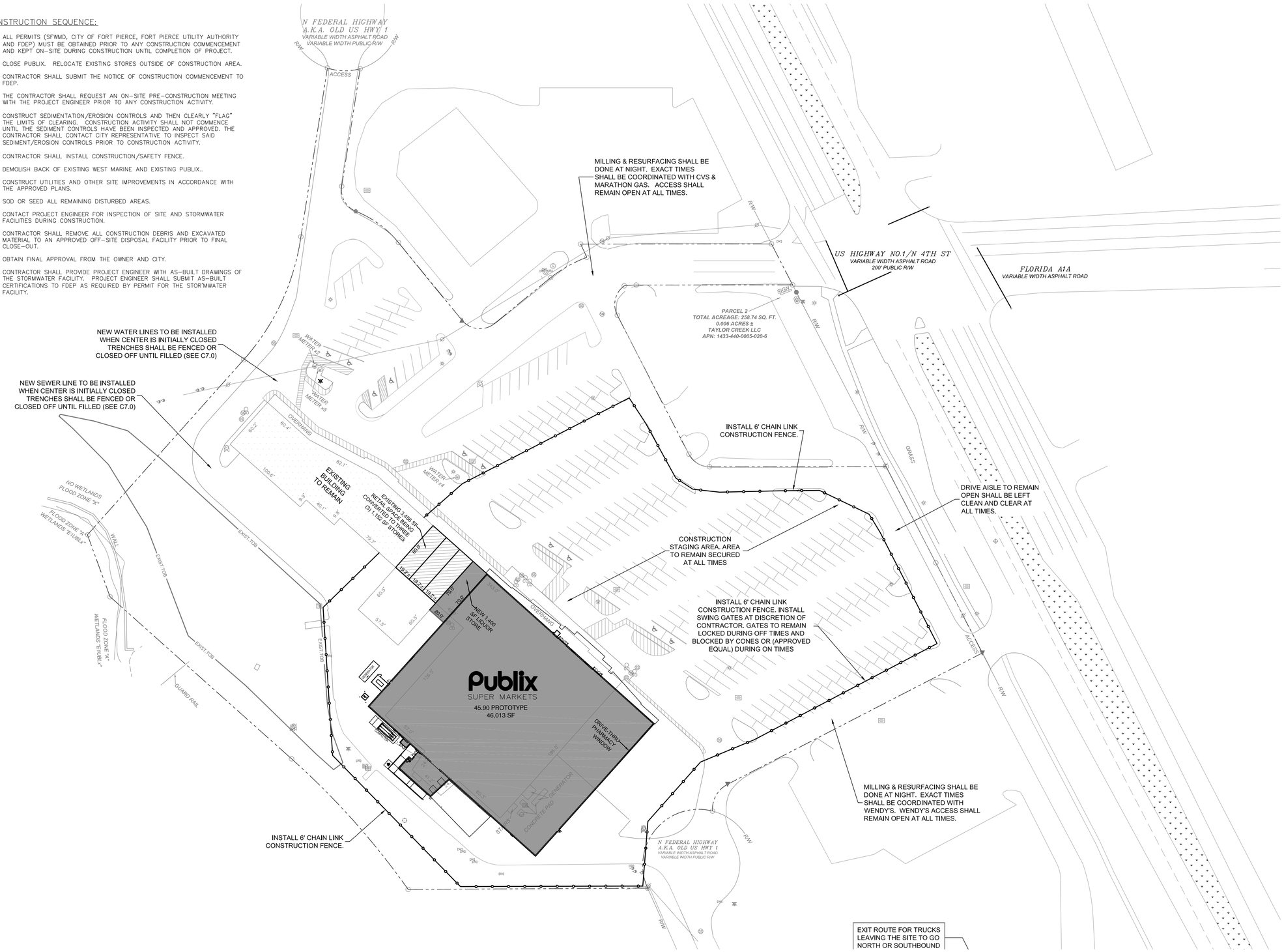
GRAPHIC SCALE

0 25 50 100

(IN FEET)
1 inch = 50 ft.

CONSTRUCTION SEQUENCE:

1. ALL PERMITS (SFWMD, CITY OF FORT PIERCE, FORT PIERCE UTILITY AUTHORITY AND FDEP) MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION COMMENCEMENT AND KEPT ON-SITE DURING CONSTRUCTION UNTIL COMPLETION OF PROJECT.
2. CLOSE PUBLIX. RELOCATE EXISTING STORES OUTSIDE OF CONSTRUCTION AREA.
3. CONTRACTOR SHALL SUBMIT THE NOTICE OF CONSTRUCTION COMMENCEMENT TO FDEP.
4. THE CONTRACTOR SHALL REQUEST AN ON-SITE PRE-CONSTRUCTION MEETING WITH THE PROJECT ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY.
5. CONSTRUCT SEDIMENTATION/EROSION CONTROLS AND THEN CLEARLY "FLAG" THE LIMITS OF CLEARING. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE UNTIL THE SEDIMENT CONTROLS HAVE BEEN INSPECTED AND APPROVED. THE CONTRACTOR SHALL CONTACT CITY REPRESENTATIVE TO INSPECT SAID SEDIMENT/EROSION CONTROLS PRIOR TO CONSTRUCTION ACTIVITY.
6. CONTRACTOR SHALL INSTALL CONSTRUCTION/SAFETY FENCE.
7. DEMOLISH BACK OF EXISTING WEST MARINE AND EXISTING PUBLIX..
8. CONSTRUCT UTILITIES AND OTHER SITE IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS.
9. SOD OR SEED ALL REMAINING DISTURBED AREAS.
10. CONTACT PROJECT ENGINEER FOR INSPECTION OF SITE AND STORMWATER FACILITIES DURING CONSTRUCTION.
11. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND EXCAVATED MATERIAL TO AN APPROVED OFF-SITE DISPOSAL FACILITY PRIOR TO FINAL CLOSE-OUT.
12. OBTAIN FINAL APPROVAL FROM THE OWNER AND CITY.
13. CONTRACTOR SHALL PROVIDE PROJECT ENGINEER WITH AS-BUILT DRAWINGS OF THE STORMWATER FACILITY. PROJECT ENGINEER SHALL SUBMIT AS-BUILT CERTIFICATIONS TO FDEP AS REQUIRED BY PERMIT FOR THE STOR'MWATER FACILITY.



NO.	DATE	REVISION
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0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

CONSTRUCTION STAGING & SAFETY PLAN

SHEET NUMBER
C3.00
OF 27 SHEETS

NORTH

GRAPHIC SCALE

0 25 50 100

(IN FEET)
1 inch = 50 ft.

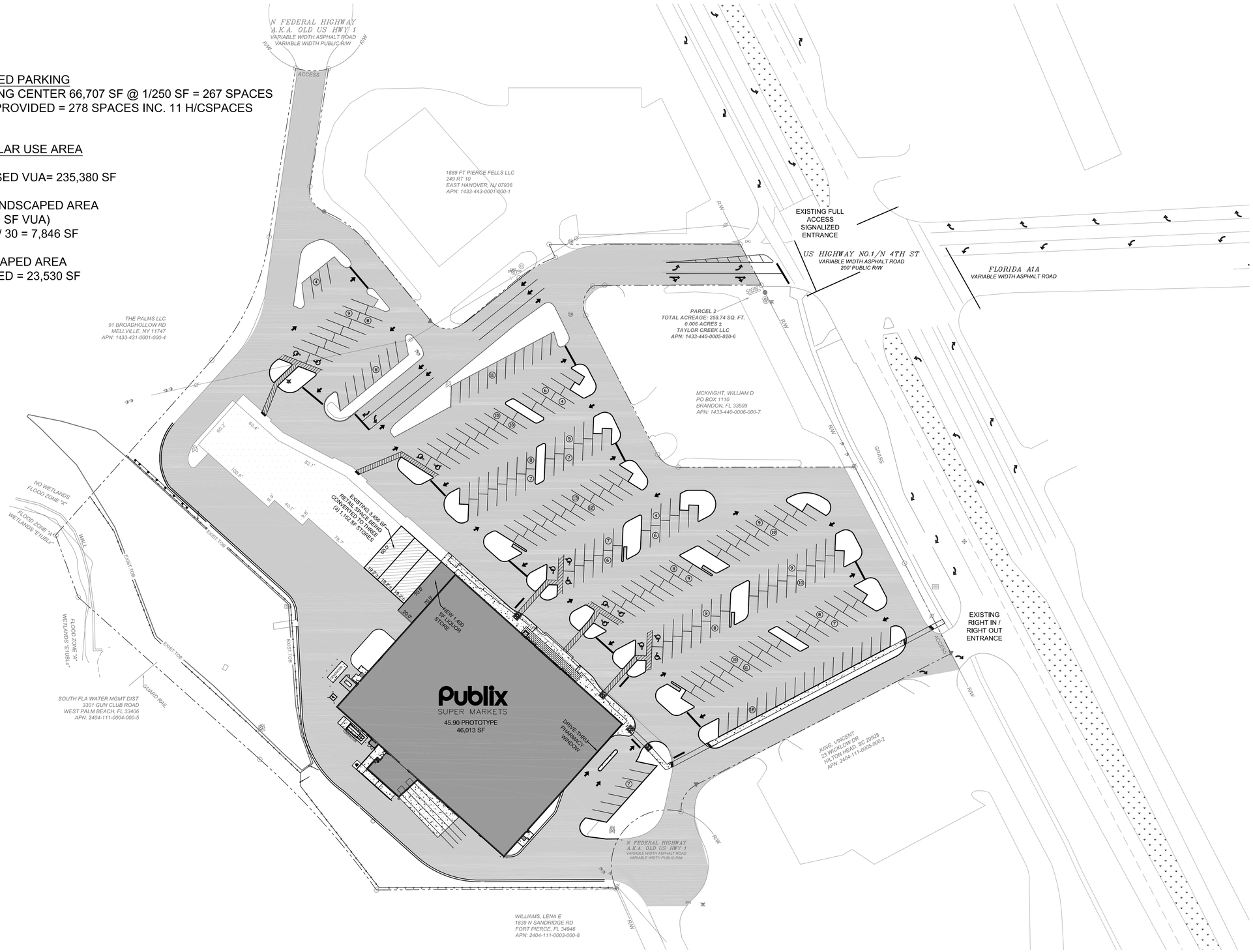
REQUIRED PARKING
SHOPPING CENTER 66,707 SF @ 1/250 SF = 267 SPACES
TOTAL PROVIDED = 278 SPACES INC. 11 H/CSPACES

VEHICULAR USE AREA

PROPOSED VUA= 235,380 SF

REQ. LANDSCAPED AREA
(1 SF/ 30 SF VUA)
245,200 / 30 = 7,846 SF

LANDSCAPED AREA
PROVIDED = 23,530 SF



NO.	DATE	REVISION
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0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

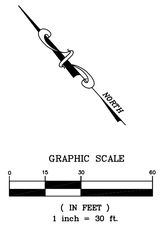
MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

OVERALL SITE PLAN

SHEET NUMBER
C4.00
OF 27 SHEETS



SIGN LEGEND

A	30"x30" R1-1 STOP SIGN
B	18"x24" PHARMACY DRIVE-THRU
C	18"x24" FIRE LANE NO PARKING
D	30"x30" R5-1 DO NOT ENTER

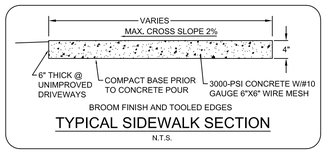
STRIPING NOTES

1. ALL ONSITE PAVEMENT MARKINGS TO BE INSTALLED WITH SLIP RESISTANT PAINT.
2. ALL 24" WHITE STOP BARS LEADING TO FDOT RIGHT OF WAY SHALL BE THERMOPLASTIC PAINT.
3. ALL SIDEWALK CURBING SHALL BE PAINTED TRAFFIC YELLOW.

GENERATOR SITING NOTES

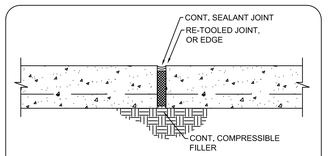
THE PROPOSED LOCATION OF THE STORAGE TANK ON THE PROPERTY IS:

1. NOT WITHIN 500 FEET OF ANY EXISTING COMMUNITY WATER SUPPLY.
2. NOT WITHIN 500 FEET OF ANY NON-TRANSIENT, NON-COMMUNITY WATER SUPPLY WELL.
3. NOT WITHIN 100 FEET OF ANY OTHER EXISTING POTABLE WATER SUPPLY WELL.



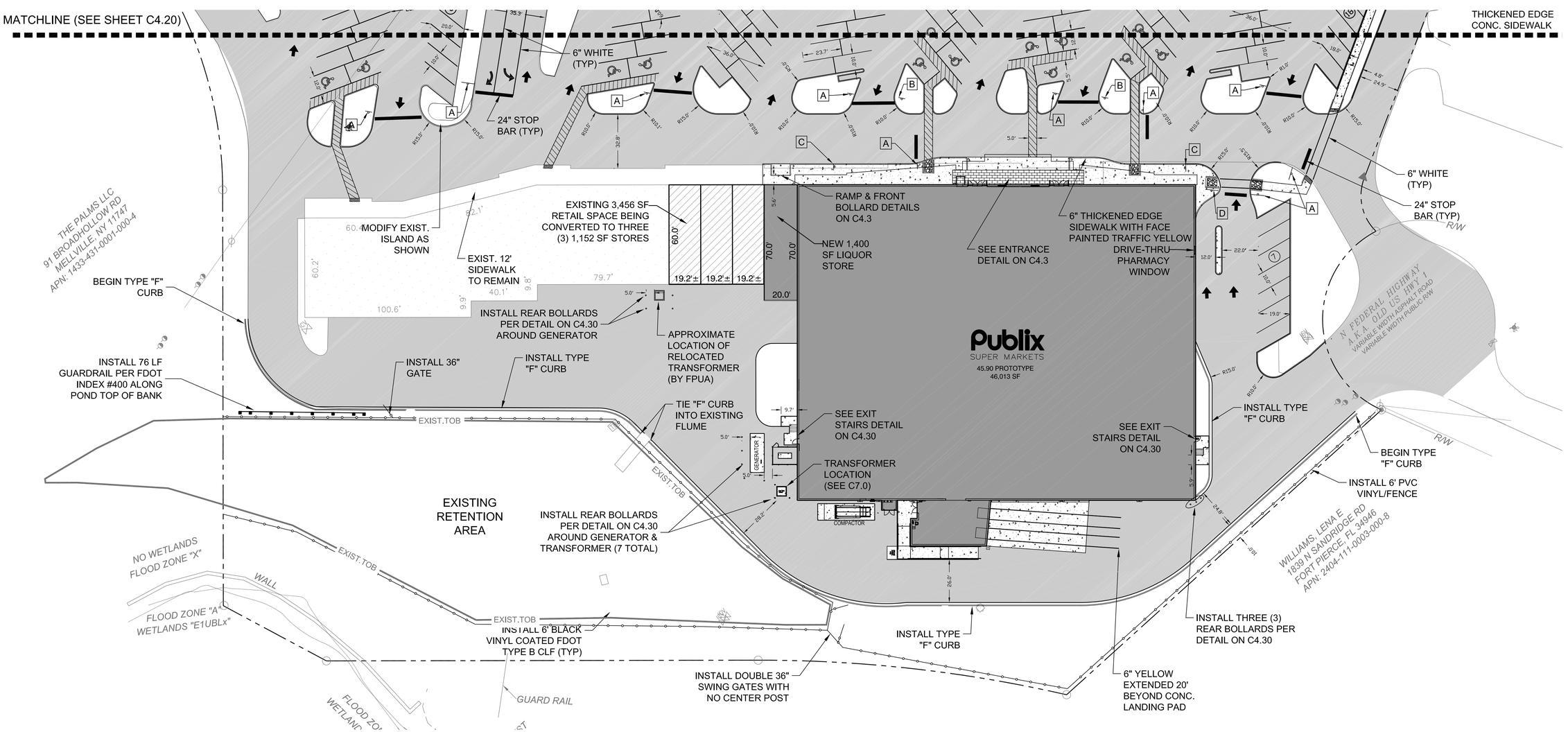
TYPICAL SIDEWALK SECTION

N.T.S.



SIDEWALK EXPANSION JOINT

N.T.S.



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CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

GEOMETRY, STRIPING & SIGNAGE PLAN

SHEET NUMBER
C4.10
OF 27 SHEETS

NORTH

GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

SIGN LEGEND

A	30"x30" R1-1 STOP SIGN
B	18"x24" PHARMACY DRIVE-THRU
C	18"x24" FIRE LANE NO PARKING
D	30"x30" R5-1 DO NOT ENTER

STRIPING NOTES

1. ALL ONSITE PAVEMENT MARKINGS TO BE INSTALLED WITH SLIP RESISTANT PAINT.
2. ALL 24" WHITE STOP BARS LEADING TO FDOT RIGHT OF WAY SHALL BE THERMOPLASTIC PAINT.
3. ALL SIDEWALK CURBING SHALL BE PAINTED TRAFFIC YELLOW.

US HIGHWAY NO.1/N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W

FLORIDA
VARIABLE WIDTH ASP

TIE INTO EXISTING STRIPING AT FDOT R/W LINE

EXIST. CURB RAMP TO REMAIN (TYP)

PARCEL 2
TOTAL ACREAGE: 258,74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6

1889 FT PIERCE FELLS LLC
249 RT 10
EAST HANOVER, NJ 07936
APN: 1433-443-0001-000-1

MCKNIGHT, WILLIAM D
PO BOX 1110
BRANDON, FL 33509
APN: 1433-440-0006-000-7

JUNG, VINCENT
23 WICKLOW DR
HILTON HEAD, SC 29928
APN: 2404-111-0005-000-2

GRASS

ACCESS

24" STOP BAR (TYP)

INSTALL 6" WHITE (TYP)

INSTALL 5' CONC. SIDEWALK

SEE TYPICAL CART CORRAL ON C4.3

DETECTABLE WARNING PAD & CR-E CURB RAMP PER FDOT INDEX #304 (TYPICAL)

INSTALL TYPE "D" CURB AROUND ALL ISLANDS (TYP)

INSTALL 5' WIDE THICKENED EDGE CONC. SIDEWALK

EXIST. LANDSCAPE ISLAND TO REMAIN. ADD TYPE "D" CURB

6" WHITE (TYP)

MATCHLINE (SEE SHEET C4.10)

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
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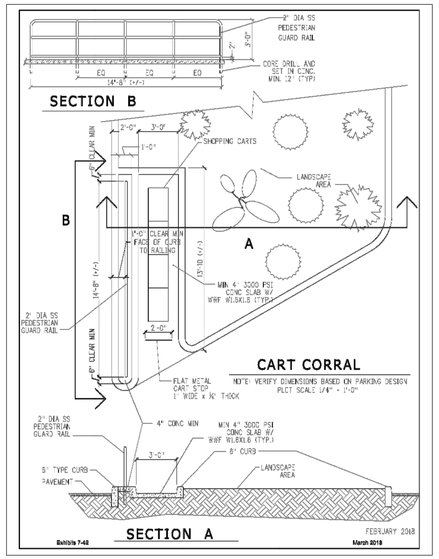
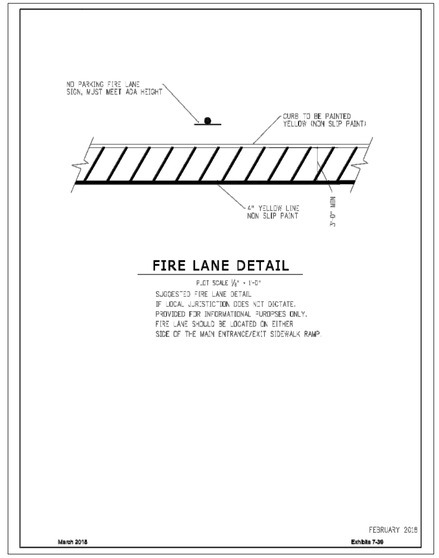
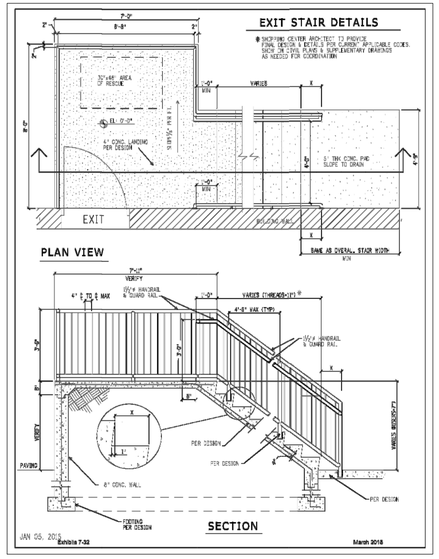
PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

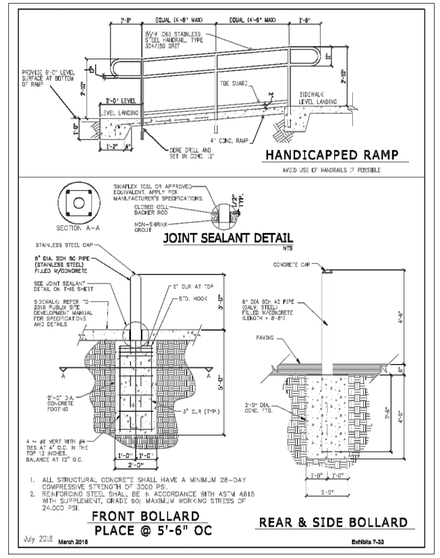
GEOMETRY, STRIPING & SIGNAGE PLAN

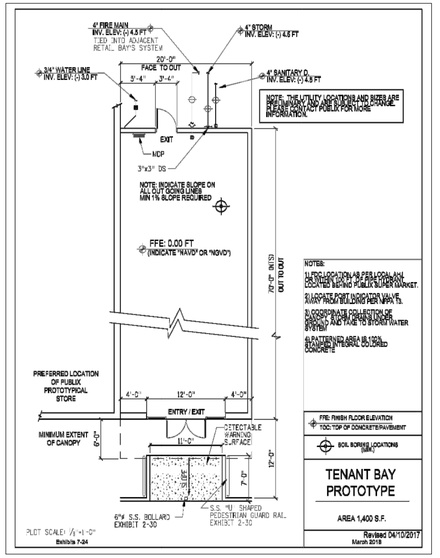
SHEET NUMBER
C4.20
OF 27 SHEETS

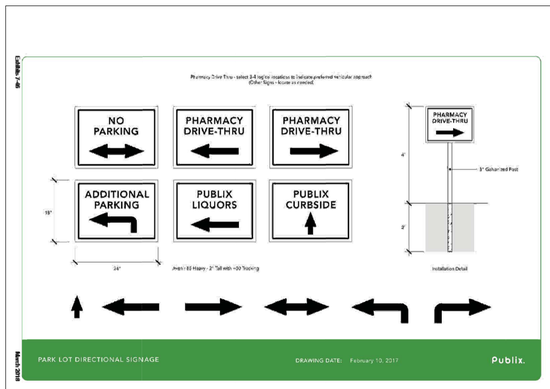


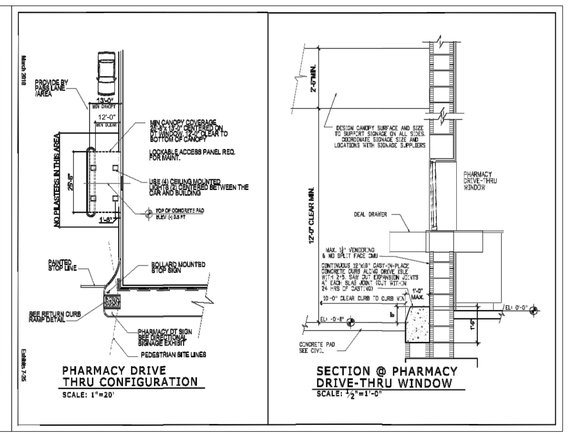


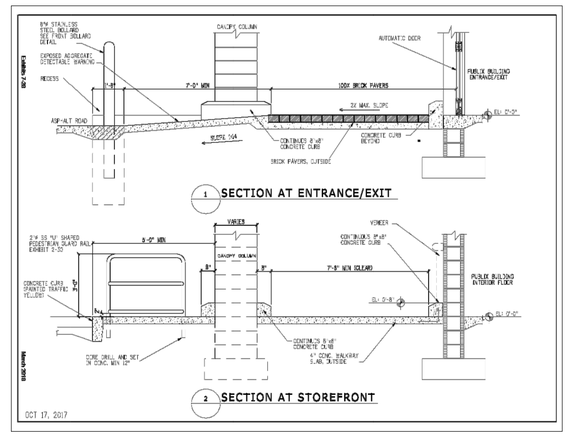


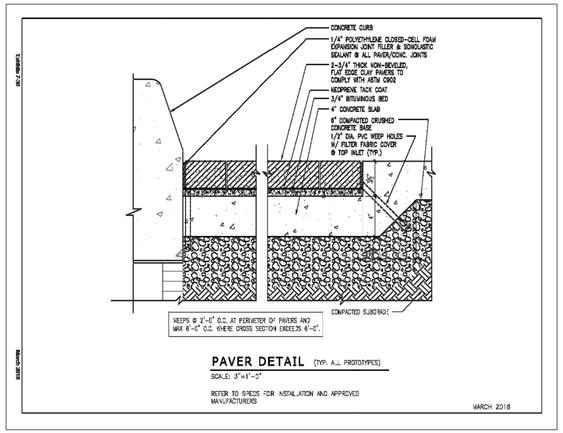


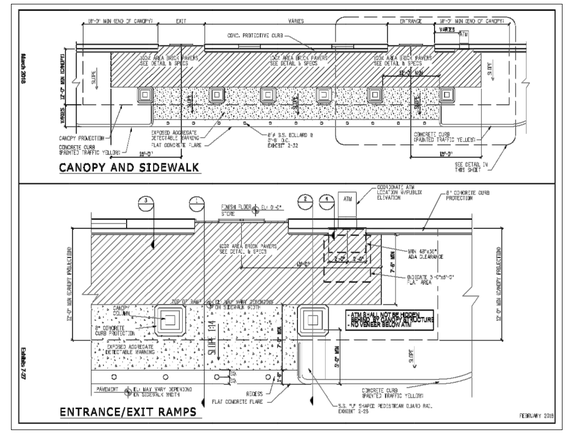












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813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
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DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

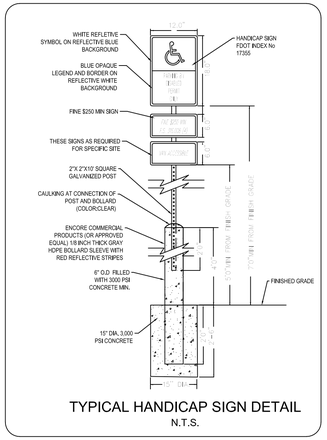
PUBLIX SITE DETAILS

SHEET NUMBER
C4.30
OF 27 SHEETS

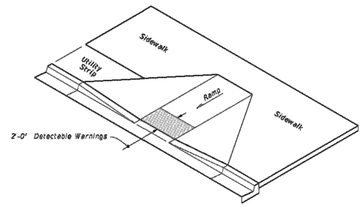
GRAPHIC SCALE

0 15 30 60

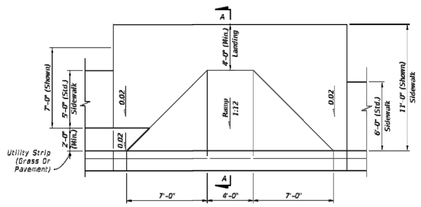
(IN FEET)
1 inch = 30 ft.



TYPICAL HANDICAP SIGN DETAIL
N.T.S.

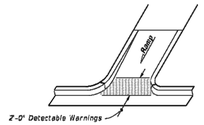


ISOMETRIC VIEW

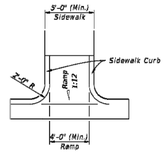


PLAN VIEW

TYPICAL CR-A CURB RAMP
N.T.S.

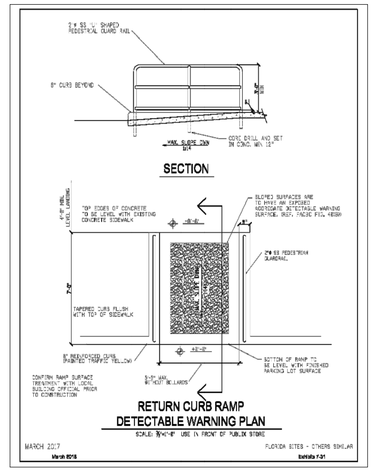


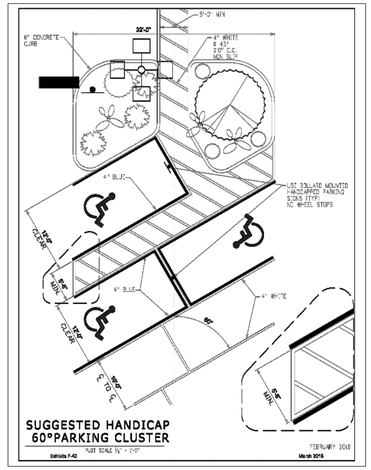
ISOMETRIC VIEW

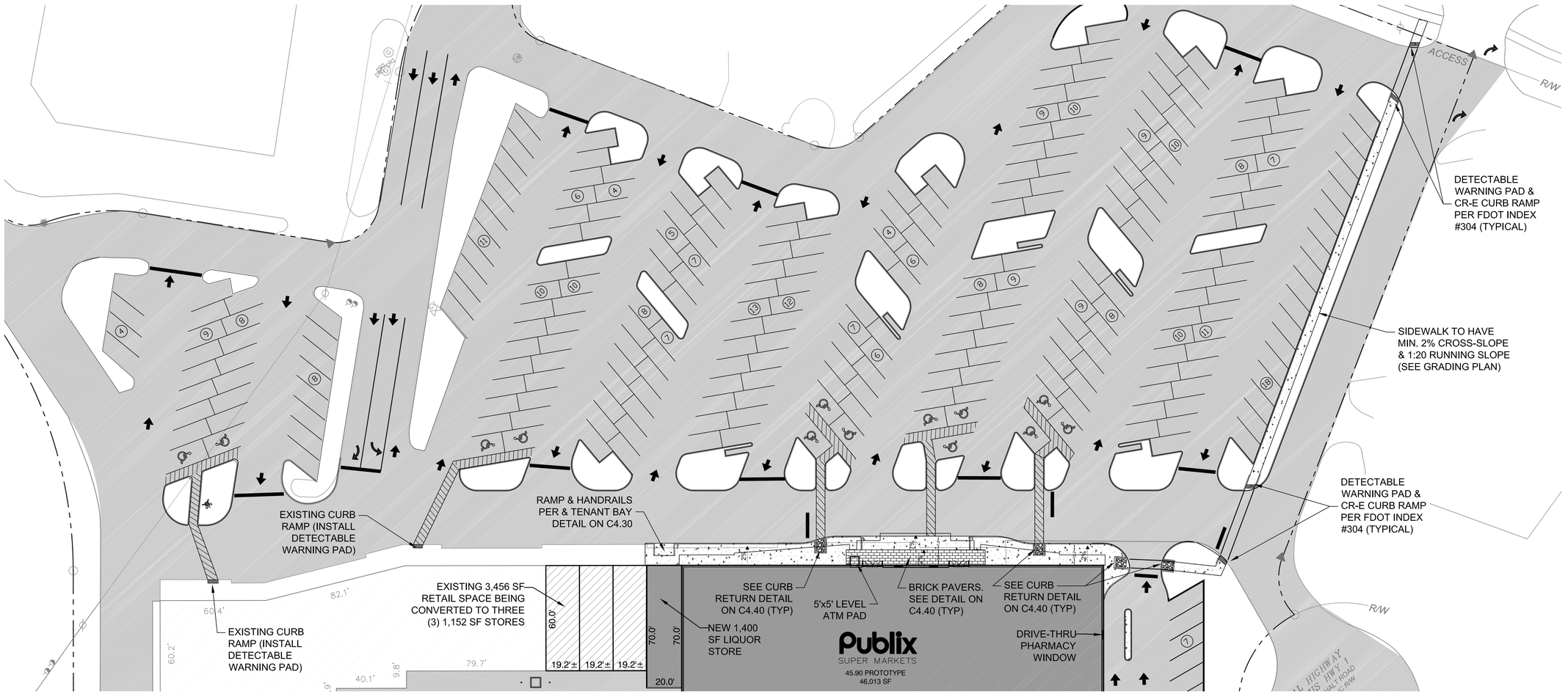


PLAN VIEW

TYPICAL CR-E CURB RAMP
N.T.S.







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CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

ADA ACCESSIBLE ROUTE PLAN

SHEET NUMBER
C4.40
OF 27 SHEETS

NORTH

GRAPHIC SCALE

0 25 50 100

(IN FEET)
1 inch = 50 ft.

LEGEND

EXISTING ASPHALT TO BE MILLED & RESURFACED WITH LIGHT DUTY ASPHALT

EXISTING ASPHALT TO BE MILLED & RESURFACED WITH HEAVY DUTY ASPHALT

NEW HEAVY DUTY ASPHALT

NEW LIGHT DUTY ASPHALT

N FEDERAL HIGHWAY
A.K.A. OLD US HWY 1
VARIABLE WIDTH ASPHALT ROAD
VARIABLE WIDTH PUBLIC R/W

BEGIN MILLING & RESURFACING (SEE PAVEMENT SPLICE DETAIL ON C6.30)

ACCESS

EXISTING PAVEMENT TO BE MILLED & RESURFACED WITH HEAVY DUTY PAVEMENT

US HIGHWAY NO.1/N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W

FLORIDA A1A
VARIABLE WIDTH ASPHALT ROAD

PARCEL 2
TOTAL ACREAGE: 258.74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6

EXISTING PAVEMENT TO BE MILLED & RESURFACED WITH HEAVY DUTY PAVEMENT

EXISTING PAVEMENT TO BE MILLED & RESURFACED WITH LIGHT DUTY PAVEMENT

CONTRACTOR TO ENSURE THAT ALL EXISTING BASE IN NEWLY CREATED ISLANDS IS REMOVED

EXISTING 3,456 SF RETAIL SPACE BEING CONVERTED TO THREE (3) 1,152 SF STORES

NEW 1,400 SF LIQUOR STORE

Publix
SUPER MARKETS
45.90 PROTOTYPE
46,013 SF

DRIVE-THRU PHARMACY WINDOW

NEW LIGHT DUTY PAVEMENT (5200 SF ±)

NEW HEAVY DUTY PAVEMENT (6,760 SF ±)

NO WETLANDS
FLOOD ZONE "X"

FLOOD ZONE "A"
WETLANDS "E"URLY"

WALL

GUARD RAIL

EXIST TOB

GRASS

EXISTING PAVEMENT TO BE MILLED & RESURFACED WITH HEAVY DUTY PAVEMENT

BEGIN MILLING & RESURFACING (SEE PAVEMENT SPLICE DETAIL ON C6.30)

NO.	DATE	REVISION
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TAMPA, FL
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FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

PAVING PLAN

SHEET NUMBER
C5.00
OF 27 SHEETS

NORTH

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.

VERTICAL DATUM INFORMATION

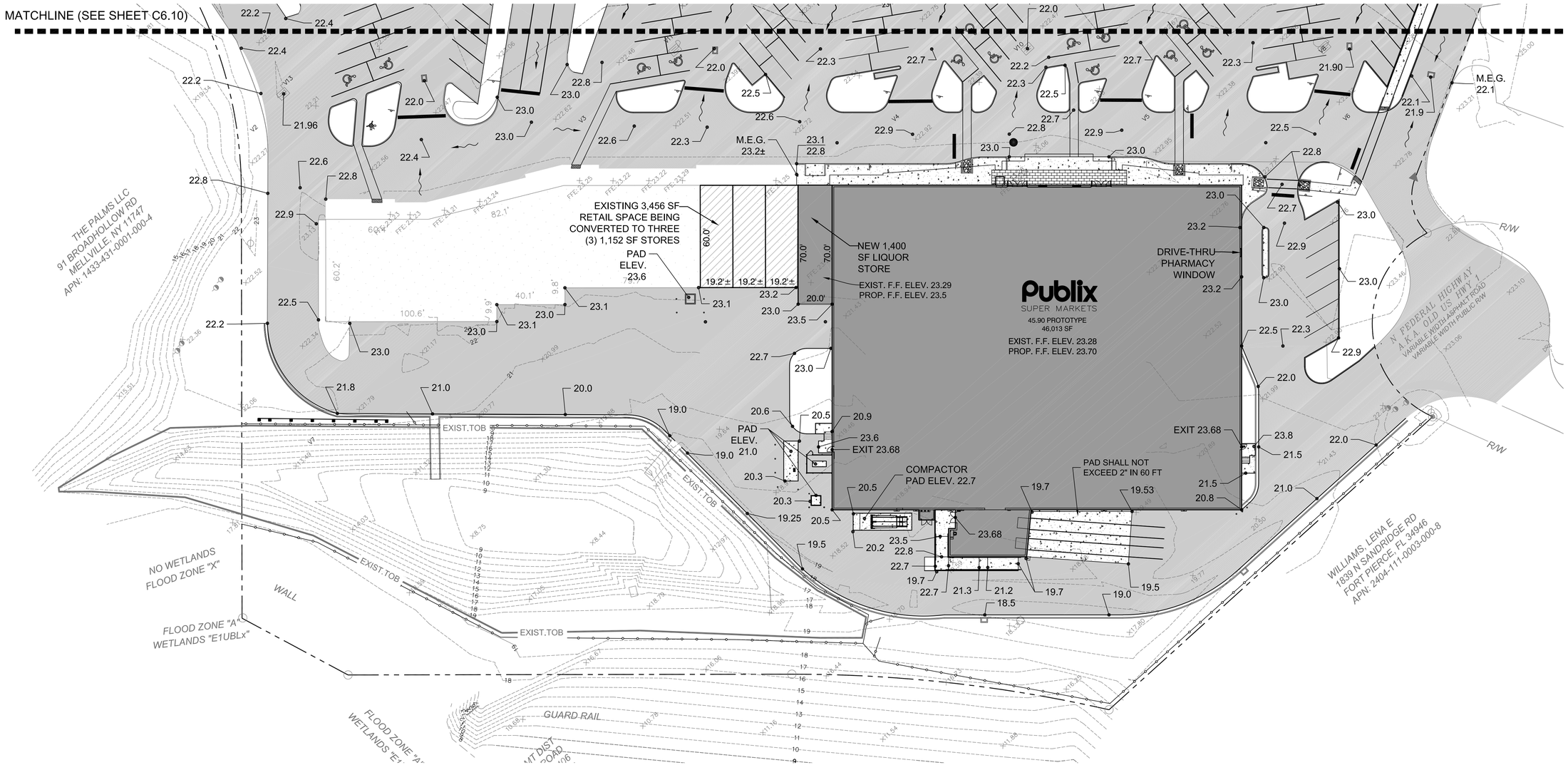
ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING. (NAVD 1988 DATUM)

FLOODZONE INFORMATION

BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONES "X & A" ON FLOOD INSURANCE RATE MAP NUMBER 12111C0177J, WHICH BEARS AN EFFECTIVE DATE OF 2/16/2012 AND IS PARTIALLY IN A SPECIAL FLOOD HAZARD AREA. FLOODZONE AS INDICATED ON REFERENCED FEMA MAP IS ELEV. 5.0'

LEGEND

- PROPERTY LINE
- x 22.38 — EXISTING ELEVATION
- 22.3 — PROPOSED ELEVATION
- SURFACE WATER FLOW PATH
- EXISTING BUILDING TO REMAIN
- PROPOSED CONCRETE
- PAVEMENT AREA (SEE PAVING PLAN)
- PROPOSED BUILDING



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3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

GRADING PLAN

SHEET NUMBER
C6.00
OF 27 SHEETS

NORTH

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.

VERTICAL DATUM INFORMATION

ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING. (NAVD 1988 DATUM)

FLOODZONE INFORMATION

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LEGEND

- PROPERTY LINE
- x 22.38 — EXISTING ELEVATION
- 22.3 — PROPOSED ELEVATION
- SURFACE WATER FLOW PATH
- EXISTING BUILDING TO REMAIN
- PROPOSED CONCRETE
- PAVEMENT AREA (SEE PAVING PLAN)
- PROPOSED BUILDING

US HIGHWAY NO.1/N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W

FLORID...
VARIABLE WIDTH AS...

EXIST. CONC. SIDEWALK

GRASS

BEGIN MILLING & RESURFACING. MATCH EXISTING GRADE (MEG)

1889 FT PIERCE FELLS LLC
249 RT 10
EAST HANOVER, NJ 07936
APN: 1433-443-0001-000-1

PARCEL 2
TOTAL ACREAGE: 258.74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6

MCKNIGHT, WILLIAM D
PO BOX 1110
BRANDON, FL 33509
APN: 1433-440-0006-000-7

JUNG, VINCENT
23 WICKLOW DR
HILTON HEAD, SC 29928
APN: 2404-111-0005-000-2

MATCHLINE (SEE SHEET C6.00)

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CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

GRADING PLAN

SHEET NUMBER
C6.10
OF 27 SHEETS

NORTH

GRAPHIC SCALE

0 25 50 100

(IN FEET)
1 inch = 50 ft.

IMPERVIOUS AREA

EXISTING = 312,880 SF
ORIGINALLY PERMITTED = 322,780 SF
PROPOSED = 318,560 SF

VERTICAL DATUM INFORMATION

ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING. (NAVD 1988 DATUM)

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LEGEND

- PROPERTY LINE
- EXISTING DRAINAGE PIPE
- PROPOSED DRAINAGE PIPE
- PROPOSED INLET
- PROPOSED MITERED END SECTION
- PROPOSED RIP-RAP
- SURFACE WATER FLOW PATH
- EXISTING BUILDING TO REMAIN
- PROPOSED CONCRETE
- PAVEMENT AREA (SEE PAVING PLAN)
- PROPOSED BUILDING

N FEDERAL HIGHWAY
A.K.A. OLD US HWY 1
VARIABLE WIDTH ASPHALT ROAD
VARIABLE WIDTH PUBLIC R/W

US HIGHWAY NO.1/N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W

FLORIDA AIA
VARIABLE WIDTH ASPHALT ROAD

PARCEL 2
TOTAL ACREAGE: 258.74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6

EXISTING INLET
TOP.....26.49
INV(SW) 3.23 24" RCP

EXISTING INLET
(REPLACE
DAMAGED TOP)
TOP.....21.96
INV(NE) 15.85
INV(SW) 13.37
INV(SE) 12.75

EXISTING MANHOLE
TOP.....27.1
INV(SE) 9.12

EXISTIING
48" RCP

EXISTING 48" RCP

EXISTING
48" RCP

ST-4
TYPE H DOGHOUSE
INLET
TOP EL. 22.0
INV. EL. 13.73

EXISTING
24" RCP

EXISTING INLET
(REPLACE WITH
MANHOLE TOP)
TOP.....22.08
INV(NW) 14.32 48" RCP
INV(SE) 15.79 24" RCP
INV(NE) 17.18 24" RCP

ST-3
TYPE C
DOGHOUSE INLET
TOP EL. 22.0
INV. EL. 15.88

ST-9
CLEANOUT
TOP EL. 23.7
INV. EL. 19.7

EXISTING INLET
(REMAIN)
TOP.....22.0
CORE NEW INV.
@ ELEV..... 17.0
EX. INV..... 16.61

EXISTING
24" RCP

RCP INV. ELEV. 13.42

INSTALL DRAINAGE
FLUME (SEE DETAIL)

ST-12
CLEANOUT
TOP EL. 22.6
INV. EL. 17.6

EXISTING
DRAINAGE
FLUME TO
REMAIN

ST-11 MES
15" INV. EL. 9.0
INSTALL 2 CY
RIP-RAP

103 LF 10" PVC
@ 1.75% SLOPE

4" ROOF DRAIN
COLLECTION
PIPE (TYP)

ST-13
CLEANOUT
TOP EL. 23.3
INV. EL. 18.3

ST-8
48" DIA MH
TOP EL. 23.9
INV. EL. 17.9

EXISTING INLET (REPLACE
WITH MANHOLE TOP)
TOP.....21.95
CORE NEW INV. @ ELEV. 17.5
INV(SE) 17.36
INV(NW) 16.41

INSTALL 15 LF
24" RCP

EXISTING OUTFALL
STRUCTURE
GRATE...17.89
INV...7.64

ST-7 MES
24" INV. EL. 9.5
INSTALL 2 CY
RIP-RAP

50 LF 10" PVC @
1.80% SLOPE

148 LF 12" PVC
@ 1.34% SLOPE

Publix
SUPER MARKETS
45,90 PROTOTYPE
46,013 SF

CONNECT TO 4" ROOF
DRAIN @ MIN. 1.00%
SLOPE (TYPICAL)

ST-10
CLEANOUT
TOP EL. 23.7
INV. EL. 19.7

EXISTING INLET
TOP.....27.04
INV. 18.70

10" ROOF DRAIN (TYP)
SEE SHEET C7.1

INSTALL 48 LF
24" RCP

ST-2
TYPE C INLET
TOP EL. 21.9
INV. EL. 17.8

ST-1
TYPE C INLET
TOP EL. 21.9
36" RCP INV. EL. 5.54

190 LF 24" HDPE
@ 1.3% SLOPE

ST-6
TYPE C INLET
TOP EL. 18.5
18" HDPE INV. EL. 12.0

153 LF 18" HDPE
@ 1.3% SLOPE

ST-5
TYPE C INLET
TOP EL. 20.0
18" HDPE INV. EL. 14.0

NO WETLANDS
FLOOD ZONE "X"

FLOOD ZONE "A"
WETLANDS "E1UBLx"

WALL

EXIST TOP

GUARD RAIL

GRASS

ACCESS

RW

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg
AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

DRAINAGE PLAN

SHEET NUMBER
C6.20
OF 27 SHEETS

PAVEMENT AND BASE REPLACEMENT

BASE, INSTALLED TO A THICKNESS OF TWO TIMES THE THICKNESS OF THE EXISTING BASE OR 12" WHICHEVER IS GREATER, SHALL BE INSTALLED IN 6" LIFTS. THE BASE SHALL BE COMPACTED TO 98% THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180-57, A MINIMUM OF TWO DENSITY TESTS PER LIFT IS REQUIRED. NINE (9) INCHES OF SUPERPAVE ASPHALT INSTALLED IN THREE (3) INCH LIFTS MAY BE SUBSTITUTED.

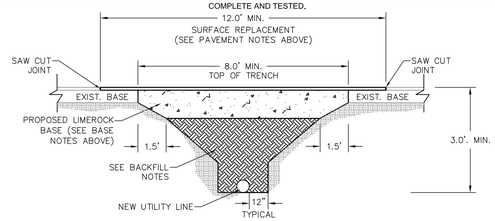
THE SURFACE COURSE SHALL BE F.D.O.T. SUPERPAVE AC WITH A THICKNESS EQUAL TO THE EXISTING OR 1-3/4", WHICHEVER IS GREATER. PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
THE PATCH AREA SHALL BE A SMOOTH PLANE SUCH THAT A STRAIGHT EDGE PLACE ACROSS THE PATH, PARALLEL TO TRAFFIC FLOW AND EXTENDING TO UNDISTURBED PAVEMENT SHALL SHOW NO MORE THAN ¼ IRREGULARITY. ANY IRREGULARITIES SHALL BE CORRECTED IN SUBSTANCIAL COMPLIANCE WITH F.D.O.T SPECS.
DISTURBED ROADWAYS CONSTRUCTED OF FULL DEPTH ASPHALT SHALL BE REPLACED IN KIND.

BACKFILL PROCEDURE

THE BACKFLIL AND BEDDING MATERIAL SHALL BE OF THE A-1, A-2, A-3, OR A-2-4 CLASSIFICATION AS PER AASHTO, UNLESS OTHERWISE APPROVED BY THE ENGINEER OF RECORD.

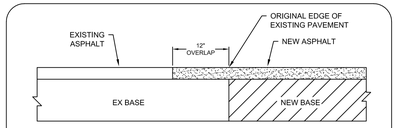
THE BACKFILL SHALL BE COMPACTED IN 12" LAYERS WITH MECHANICAL TAMPERS TO THE FULL WIDTH OF THE TRENCH AND UP TO THE BOTTOM OF THE ROADWAY BASE. PARTICULAR ATTENTION MUST BE GIVEN TO THE ADEQUATE COMPACTION OF THE FILL BENEATH THE HAUNCHES OF THE PIPE. THE BACKFILL SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180-57, ONE DENSITY TEST SHALL BE TAKEN AT THE SPRING LINE OF THE PIPE. AT ONE FOOT ABOVE THE CROWN OF THE PIPE, AND EVERY FOOT VERTICALLY THEREAFTER. A MINIMUM OF TWO COMPLETE SETS OF BACKFILL DENSITY TEST ARE REQUIRED. FLOWABLE FILL IN ACCORDANCE WITH SECTION 121 OF THE F.D.O.T. STANDARD SPECIFICATIONS MAY BE SUBSTITUTED.

IF WELL POINTS ARE USED TO PROVIDE A DRY TRENCH FOR LAYING THE UTILITY, THEY SHALL REMAIN IN OPERATION UNTIL THE BACKFILL IS COMPLETE AND TESTED.



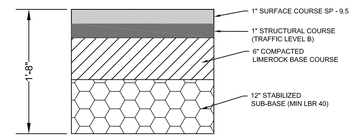
PAVEMENT RESTORATION FOR NEW UTILITY LINES DETAIL

NTS



PAVEMENT SPLICE

N.T.S.

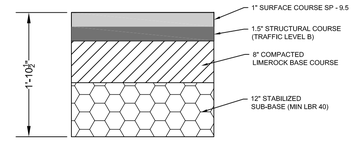


NOTE:

SUB-GRADE CUT TO BE COMPACTED TO 95% MAX. DENSITY AS DETERMINED BY AASHTO T-180.

LIGHT DUTY ASPHALT PAVEMENT SECTION

N.T.S.

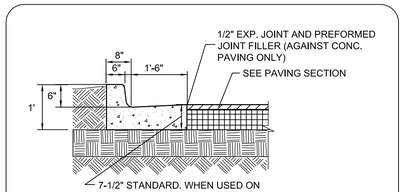


NOTE:

SUB-GRADE CUT TO BE COMPACTED TO 95% MAX. DENSITY AS DETERMINED BY AASHTO T-180.

HEAVY DUTY ASPHALT PAVEMENT SECTION

N.T.S.

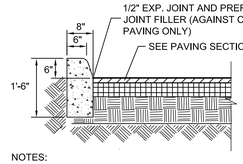


NOTES:

1. CONSTRUCT PER FDOT INDEX NO. 300.
2. PROVIDE 1/8"-1/4" (SAW CUT) CONTRACTION JOINTS AT 10' CENTERS (MAXIMUM). MATCH PAVEMENT JOINTS FOR CONCRETE PAVEMENT.
3. PROVIDE END TRANSITIONS PER F.D.O.T. INDEX NO. 300.

TYPE "F" CURB & GUTTER DETAIL

N.T.S.



NOTES:

1. CONSTRUCT PER FDOT INDEX NO. 300.
2. PROVIDE 1/8"-1/4" (SAW CUT) CONTRACTION JOINTS AT 10' CENTERS (MAXIMUM). MATCH PAVEMENT JOINTS FOR CONCRETE PAVEMENT.
3. PROVIDE END TRANSITIONS PER F.D.O.T. INDEX NO. 300.

TYPE "D" CURB DETAIL

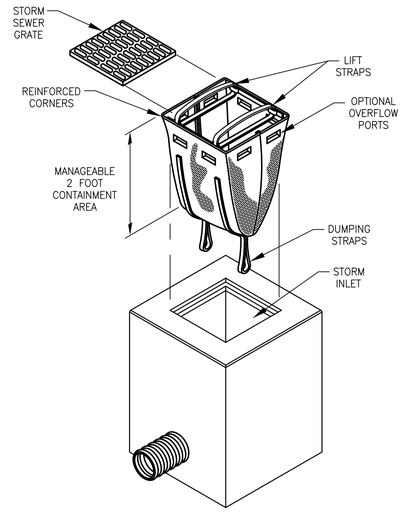
N.T.S.

INSTALLATION:

1. REMOVE THE GRATE FROM THE CATCH BASIN.
2. FOR OIL AND SEDIMENT MODEL; TO INSTALL OR REPLACE ABSORBENT, PLACE ABSORBENT PILLOW IN UNIT, ON THE BOTTOM (BELOW-GRADE SIDE) OF THE UNIT. STAND THE GRATE ON END. MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO THE DANDY SACK® UNIT SO THAT THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS. THE GRATE SHOULD BE CRADLED BETWEEN THE UPPER AND LOWER STRAPS.
3. HOLDING THE LIFTING DEVICES, INSERT THE GRATE INTO THE INLET, BEING CAREFUL THAT THE GRATE REMAINS IN PLACE AND BEING CAREFUL NOT TO DAMAGE THE DANDY SACK® UNIT.

MAINTENANCE:

4. REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF UNITAFTER EACH STORM EVENT.
5. AFTER EACH STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE DANDYSACK® UNIT. IF THE UNIT IS MORE THAN 1/3 FULL OF ACCUMULATED SEDIMENT, THE UNIT MUST BE EMPTIED.
6. TO EMPTY THE UNIT, USING THE LIFTING STRAPS LIFT THE UNIT OUT OF THE INLET AND REMOVE THE GRATE. TRANSPORT THE UNIT TO AN APPROPRIATE LOCATION FOR REMOVAL OF THE CONTENTS. HOLDING THE DUMPING STRAPS ON THE OUTSIDE AT THE BOTTOM OF THE UNIT, TURN THE UNIT UPSIDE DOWN, EMPTYING THE CONTENTS. REINSTALL UNIT AS ABOVE.
7. FOR OIL AND SEDIMENT MODEL; REMOVE AND REPLACE ABSORBENT WHEN NEAR SATURATION.
8. DISPOSE OF UNIT AND/OR ABSORBENT IN ACCORD WITH APPLICABLE FEDERAL, STATE AND LOCAL ENVIRONMENTAL LAWS AND REGULATIONS.

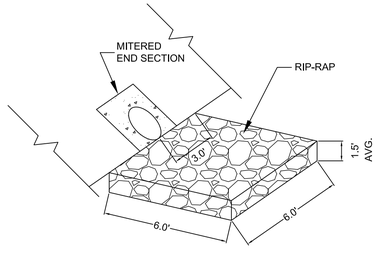


EXISTING INLET PROTECTION DETAIL (DANDY SACK OR APPROVED EQUAL)

N.T.S.

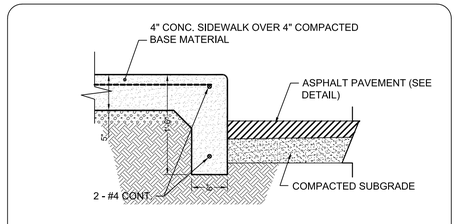
NOTES:

1, RIP-RAP TO BE RUBBLE (NO BAGGED RIP-RAP ALLOWED) MEETING THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION, SECTION 530, FOR RUBBLE DITCH LINING.



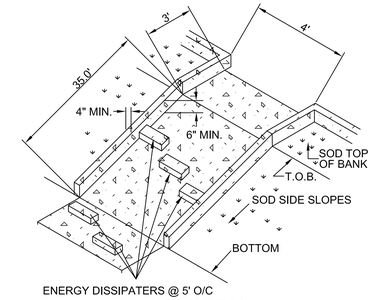
RIP-RAP DETAIL

N.T.S.



CONCRETE SIDEWALK TYPE II

N.T.S.



ENERGY DISSIPATERS @ 5' O/C

FLUME DETAIL

N.T.S.

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

PAVING, GRADING & DRAINAGE DETAILS

SHEET NUMBER
C6.30
OF 27 SHEETS

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 inch = 40 ft.

8" PVC WATER LINE (TO REMAIN)

EXIST. 8" PVC WL

EXIST. MANHOLE (REMAIN)
TOP....22.57
INSTALL NEW DROP CONNECTION AT ELEV. 13.05
INV(SE).....10.0
INV (NE).....9.90

EXIST. 8" PVC SS

MIN. 36" VERTICAL CLEARANCE BETWEEN WATER & SEWER LINES

INSTALL 6" PVC W/ 6"x2" TEES AND FIVE RELOCATED BACKFLOW ASSEMBLIES FROM THE EXISTING LANDSCAPE ISLANDS

TAPPING SADDLE WITH 8"x6" DOUBLE TAP SADDLE

INSTALL FIVE (5) NEW 3/4" BLUE PE WATER LINES TO CONNECT TO EXISTING

INSTALL 1" IRRIGATION BACKFLOW & METER (SEE IRRIGATION PLAN)

EXISTING HYDRANT TO REMAIN

150 LF 8" PVC @ 0.50% SLOPE

EXIST. 6" PVC WL

S-1 (48" DIA. MANHOLE)
TOP.....25.0
INV(SE).....13.9
INV(E).....13.8

EX. 8" PVC WL

EXIST. 8" PVC SS

EXISTING GREASE TRAP TO REMAIN. PLUG EXIST. INVERT TO NORTH. CONNECT 6" PVC TO NEW LINE

EXIST. MANHOLE
TOP.....22.51
INV(NW).....10.88
INV(NE).....10.98
INV(SE).....11.02

CONNECT TO EXISTING WATER LINE (TYPICAL)

EXISTING WATER LINES NOT BEING USED SHALL BE REMOVED (TYP)

EXISTING 3,456 SF RETAIL SPACE BEING CONVERTED TO THREE (3) 1,152 SF STORES

EXIST. MANHOLE (REMAIN)
TOP.....22.89
INV(NW).....11.84
INV(SE).....11.86

232 LF 8" PVC @ 0.50% SLOPE

4" SANITARY LATERAL @ MIN. 0.80% SLOPE

S-2 (48" DIA. MANHOLE)
TOP.....20.5
INV(S&E).....15.16
INV(N).....15.06

94 LF 8" PVC @ 0.89% SLOPE

135 LF 8" PVC @ 0.50% SLOPE

NEW 1,400 SF LIQUOR STORE

S-7 (CLEANOUT)
TOP.....23.0
INV.....16.0

245 LF 3/4" BLUE PE WATER LINE

2" GAS LINE (BY FPUA)

CONNECT GAS LINE TO EMERGENCY GENERATOR (BY FPUA)

S-3 (48" DIA. MANHOLE)
TOP.....20.0
INV(SE&S).....15.94
INV(N).....15.84

S-4 (CLEANOUT)
TOP.....20.0
INV.....16.1

Publix SUPER MARKETS
45,90 PROTOTYPE
46,013 SF
F.F. ELEV. 23.7

EXIST. MANHOLE (REMAIN)
TOP.....22.90
INV(NW).....10.20
INV(SE).....10.23

DRIVE-THRU PHARMACY WINDOW

S-5 (48" DIA. MANHOLE)
TOP.....19.0
INV(NE&SE)...16.48
INV(NW).....16.38

87 LF 8" PVC @ 0.50% SLOPE

290 LF 3/4" BLUE PE WATER LINE

276 LF 3/4" BLUE PE WATER LINE

265 LF 3/4" BLUE PE WATER LINE

40 LF 6" PVC @ 0.50% SLOPE

EXIST. MANHOLE (REMAIN)
TOP....22.79
INV.....12.24

INSTALL 8" DDCVA (RELOCATED), ONE 1.5" WATER METER/BACKFLOW (RELOCATED) & FOUR 3/4" WATER METER/BACKFLOW ASSEMBLIES (NEW). SEE DETAIL W-11 ON SHEET C7.2

100 LF 6" PVC @ 0.50% SLOPE

INSTALL NEW FIRE HYDRANT

S-6 (48" DIA. MANHOLE)
TOP.....19.4
INV(NE).....17.08
INV(NW)...16.98

INSTALL 410 LF 8" PVC C900 DR-18 WATER LINE

EX. WL

8" PVC WATER LINE (TO REMAIN)

CUT IN 8" TEE ON EXISTING WATER LINE. INSTALL 8" GATE VALVE

EXISTING HYDRANT TO REMAIN

US HIGHWAY NO.1/N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W

FLORIDA A1A
VARIABLE WIDTH ASPHALT ROA

PARCEL 2
TOTAL ACREAGE: 258.74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6

N FEDERAL HIGHWAY
A.K.A. OLD US HWY 1
VARIABLE WIDTH ASPHALT ROAD
VARIABLE WIDTH PUBLIC R/W

NO WETLANDS FLOOD ZONE "X"

FLOOD ZONE "A" WETLANDS "E"UBLA"

WALL

EXIST TOB

GUARD RAIL

GRASS

ACCESS

R/W

LEGEND

- PROPERTY LINE
- PROPOSED PAVEMENT
- PROPOSED BUILDING
- SS — PROPOSED SANITARY SEWER
- W — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

UTILITY PLAN

SHEET NUMBER
C7.00
OF 27 SHEETS

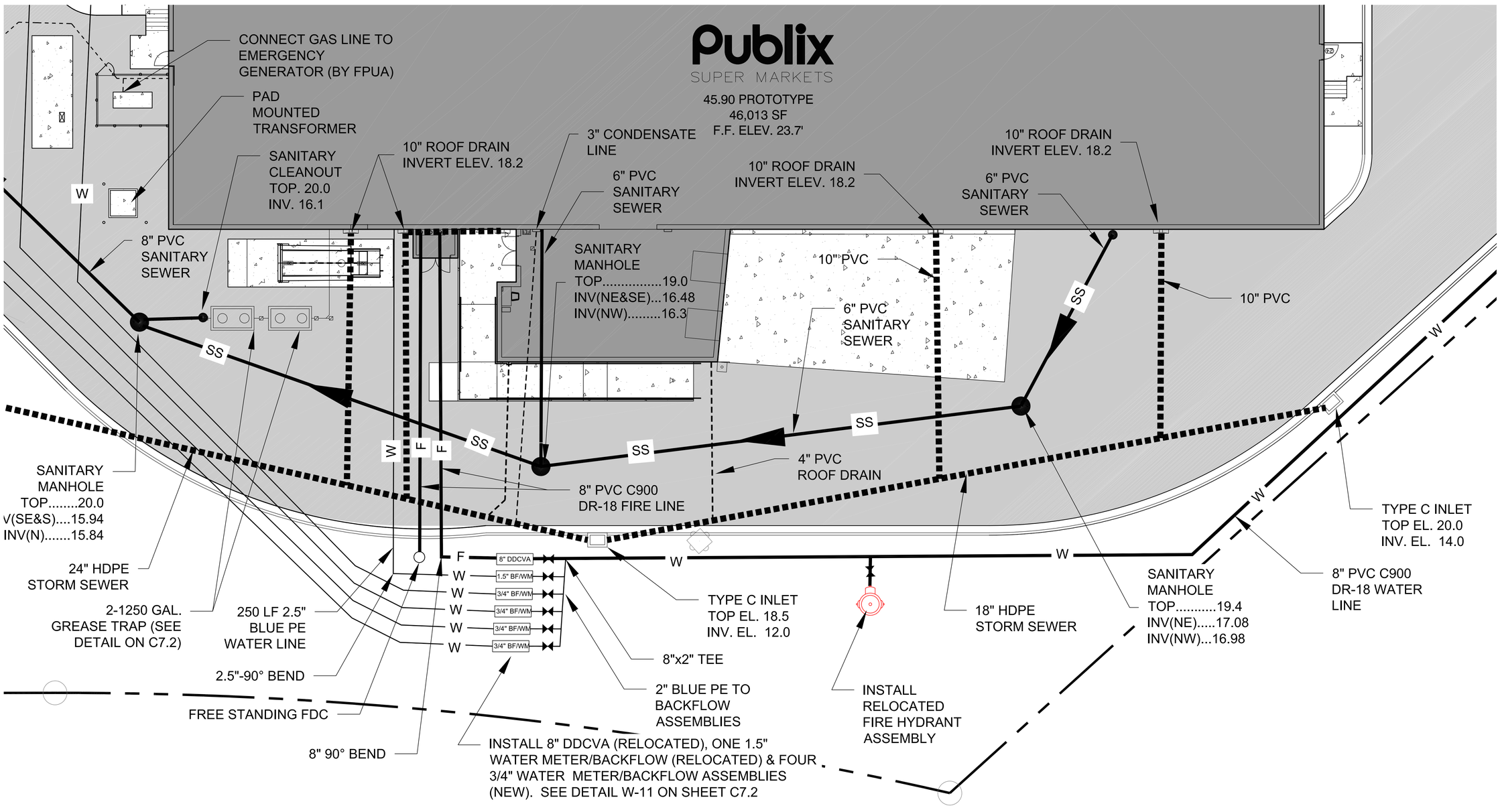
GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch = 10 ft.

LEGEND

- PROPERTY LINE
- SS — PROPOSED SANITARY SEWER
- W — PROPOSED WATER LINE
- PROPOSED DRAINAGE PIPE
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE



NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg AT THE READY.

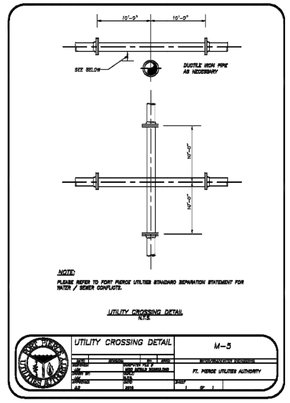
MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

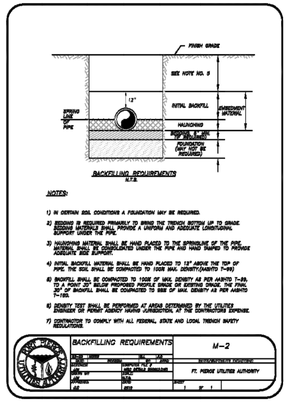
PUBLIX BACK OF STORE UTILITY PLAN

SHEET NUMBER
C7.10
OF 27 SHEETS



UTILITY CROSSING DETAIL
N.T.S.

UTILITY CROSSING DETAIL	M-5
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1



BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN SEMINOLE SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.

2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. SCREENED MATERIALS SHALL PROVIDE A UNIFORM AND FIRM SUPPORT FOR THE PIPE BARREL.

3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MECHANICAL EQUIPMENT SHALL BE USED FOR COMPACTION OF THE HAUNCHING MATERIAL.

4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY (AASHTO T-99)

5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT OF 18" BELOW PROPOSED FINISH GRADE OR EXISTING GRADE, THE FINAL 18" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-99.

6) DENSITY TEST SHALL BE PERFORMED, AT AREAS DETERMINED BY THE UTILITY INSPECTOR OR ENGINEER OF RECORD, AT A MINIMUM OF ONE TEST PER LIFT PER 100 LINEAR FEET.

7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS

BACKFILLING REQUIREMENTS	M-2
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS SHOWN SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, MINIMUM DR 18, OR C-909. WATER MAINS SHOWN SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, MINIMUM SDR CLASSIFICATION RATING, PIPE CLASS 200, DIMENSION RATIO (DR) 11 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL DRILL AND (DR) 9 FOR 1 ½ INCHES AND SMALLER PIPELINES.
3. WATER MAIN, SHALL BE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 350 DUCTILE.
4. POLYWOY, CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE AND/OR TRACER WIRE SHALL BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND TRACER WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 350 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE RESILIENT SEAT, KENNEDY KEN-SEAL, AMERICAN OR APPROVED EQUAL, VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS AND THE CITY/COUNTY ROAD CURB STANDARDS. DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY/COUNTY ROAD CURB STANDARDS. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 36 INCHES. WHERE THIS CONSTRUCTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE HELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVAL BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 30 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. WHERE COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR PVC CLASS.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION	G-1 NOTES
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 4

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICES, AND OTHER APPURTENANCES AS WELL AS ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTION UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 12 GAUGE THHN SOLID STRANDED, WIRE BLUE IN COLOR, TRACER WIRE INSTALLED ALONG THE TOP OF THE PIPE. TRACER WIRE SHALL BE TAPED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY 75 FEET AWAY FROM GATE VALVES AS SHOWN, FOR TESTING PURPOSES. ALL SERVICE CONNECTIONS SHALL BE MADE WITH A MINIMUM 1" CORPORATION STOP IN COMPOSITION STUFFING AND CURB STOPS SHALL BE REQUIRED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLUGS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND FPUA ENGINEERING STANDARDS & MORE STRINGENT AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-605. – 2 HR MINIMUM TEST

$$L = \frac{NDP\sqrt{P}}{148000}$$

L= LEAKAGE IN GPH
N= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING ALL MAINS 8" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: WATER MAINS SHOULD BE FLUSHED IN TWO (2) DIRECTIONS AT A FLOW RATE SUFFICIENT TO PRODUCE A VELOCITY OF 2.5 FEET PER SECOND OR GREATER. ALL FIRE HYDRANTS SHALL BE FLUSHED AND A FULL FLOW TEST PERFORMED. ALL DEAD END MAINS SHALL BE FLUSHED THROUGH A TEMPORARY LINE BRANCH. SWABS SHALL BE PLACED IN TWO(2) LINES AND REMOVED AT DOWNSTREAM LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLUSHING.
24. A MINIMUM 6½ FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER MAINS AND GRAVITY SANITARY SEWERS. WHERE THIS SEPARATION IS NOT POSSIBLE, THE WATER MAIN SHALL BE LAID IN A SEPARATE TRENCH AND IS SHOWN AND NOTED ON THE PLANS. IF WATER MAIN IS LAID IN THE SAME TRENCH AS SEWER, WATER MAIN SHALL BE LAID ON UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE TRENCH AT AN ELEVATION SUCH THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER. WHERE IT IS NOT POSSIBLE TO MAINTAIN THE ABOVE SEPARATION, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH COMPRESSION JOINTS. ALL MANHOLES SHALL BE WATERTIGHT AND PROTECTED FROM SURFACE WATER INFLOW. WHERE A WATER MAIN CROSSES UNDER A GRAVITY SEWER, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE FOR A DISTANCE OF 10 FEET BEYOND EACH SIDE OF THE CROSSING. ALL JOINTS ON THE WATER MAIN WITHIN 10 FEET OF THE CROSSING SHALL BE MECHANICAL JOINTS. THE CLEARANCE OF THE WATER MAIN ABOVE THE SEWER MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP 31 THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 50 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WATER DISTRIBUTION	G-1 NOTES
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 2 OF 4

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) SDR-26, GREEN OR WHITE IN COLOR, UNLESS OTHERWISE NOTED. LOCATION TAPE WITH "SEWER" MARKED ON TAPE SHALL BE USED TO LOCATE PIPE LOCATION.
3. THE DUCTILE IRON SHALL BE CLASS 350 IN A FPW, CUT AND STABLE OR COMPACTED BASE CONDITION, IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS AND THE CITY/COUNTY ROAD CURB STANDARDS. DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY/COUNTY ROAD CURB STANDARDS. ALL SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 36 INCHES. WHERE THIS CONSTRUCTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1.5' MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER DESIGNATED BY THE UTILITIES ENGINEER AS WELL AS ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTION UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
7. MANHOLE INVERTS SHALL BE PROTOGGED TO FEET HORIZONTAL DISTANCE BETWEEN WATER MAIN AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER SHALL BE MAINTAINED. WHERE THIS CONDITION CANNOT BE MET, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH COMPRESSION JOINTS AND THE WATER MAIN JOINTS AND SEWER JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING. THE WATER MAIN SHALL BE LAID TO GRADE WITH JOINTS AS FAR FROM THE SEWER AS POSSIBLE. WHERE THIS CONDITION CANNOT BE MET, ONE OF THE FOLLOWING CONSTRUCTION METHODS SHALL BE USED TO ENSURE WATER TIGHTNESS: (1) REPLACEMENT OF EXISTING SEWER WITH PIPE MATERIAL EQUIVALENT TO WATER MAIN WITHIN 10 FEET OF THE CROSSING; (2) ENCASEMENT OF EXISTING SEWER WITH CONCRETE; (3) CONSTRUCTION OF A NEW SEWER WITH PIPE OF THE SAME MATERIAL AS THE WATER MAIN WITHIN 10 FEET OF THE CROSSING.
9. WHERE A NEW SEWER MAIN CROSSES UNDER AN EXISTING OR NEW WATER MAIN, A MINIMUM VERTICAL CLEARANCE OF 6 INCHES BETWEEN THE OUTSIDE OF THE SEWER AND THE WATER MAIN SHALL BE PROVIDED. WHERE THIS CONDITION CANNOT BE MET, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH COMPRESSION JOINTS AND THE WATER MAIN AND SEWER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING. THE WATER MAIN SHALL BE LAID TO GRADE WITH JOINTS AS FAR FROM THE SEWER AS POSSIBLE. WHERE THIS CONDITION CANNOT BE MET, ONE OF THE FOLLOWING CONSTRUCTION METHODS SHALL BE USED TO ENSURE WATER TIGHTNESS: (1) REPLACEMENT OF EXISTING SEWER WITH PIPE MATERIAL EQUIVALENT TO WATER MAIN WITHIN 10 FEET OF THE CROSSING; (2) ENCASEMENT OF EXISTING SEWER WITH CONCRETE; (3) CONSTRUCTION OF A NEW SEWER WITH PIPE OF THE SAME MATERIAL AS THE WATER MAIN WITHIN 10 FEET OF THE CROSSING.
10. ALL MANHOLES SHALL HAVE SEWER MAIN SLARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
11. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS	G-2 CONSTRUCTION NOTES
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER OR DRAIN. THIS SHALL BE THE PREFERRED METHOD OF CROSSING WHERE THE UPPER PIPE AND THE DEPTH OF THE LOWER PIPE WHEN ABOVE, AND NOT LESS THAN 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) WITH COMPRESSION JOINTS. THE WATER MAIN JOINTS AND SEWER JOINTS SHALL BE EQUIDISTANT FROM THE POINT OF CROSSING. THE WATER MAIN SHALL BE LAID TO GRADE WITH JOINTS AS FAR FROM THE SEWER AS POSSIBLE. WHERE THIS CONDITION CANNOT BE MET, ONE OF THE FOLLOWING CONSTRUCTION METHODS SHALL BE USED TO ENSURE WATER TIGHTNESS: (1) REPLACEMENT OF EXISTING SEWER WITH PIPE MATERIAL EQUIVALENT TO WATER MAIN WITHIN 10 FEET OF THE CROSSING; (2) ENCASEMENT OF EXISTING SEWER WITH CONCRETE; (3) CONSTRUCTION OF A NEW SEWER WITH PIPE OF THE SAME MATERIAL AS THE WATER MAIN WITHIN 10 FEET OF THE CROSSING.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (LESS THAN 6 INCHES DIFFERENCE). WHERE THIS CONDITION CANNOT BE MET, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH COMPRESSION JOINTS. WHERE THIS CONDITION CANNOT BE MET, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH COMPRESSION JOINTS AND THE WATER MAIN JOINTS AND SEWER JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING. THE WATER MAIN SHALL BE LAID TO GRADE WITH JOINTS AS FAR FROM THE SEWER AS POSSIBLE. WHERE THIS CONDITION CANNOT BE MET, ONE OF THE FOLLOWING CONSTRUCTION METHODS SHALL BE USED TO ENSURE WATER TIGHTNESS: (1) REPLACEMENT OF EXISTING SEWER WITH PIPE MATERIAL EQUIVALENT TO WATER MAIN WITHIN 10 FEET OF THE CROSSING; (2) ENCASEMENT OF EXISTING SEWER WITH CONCRETE; (3) CONSTRUCTION OF A NEW SEWER WITH PIPE OF THE SAME MATERIAL AS THE WATER MAIN WITHIN 10 FEET OF THE CROSSING.

WHERE A NEW PIPE IS CONSTRUCTED OF CAST IRON PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP. WHERE A NEW PIPE CROSSES WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP "CRISSCROSS" STORM SEWERING AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

3. A MINIMUM 3-FOOT, HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3'-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GROUND TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

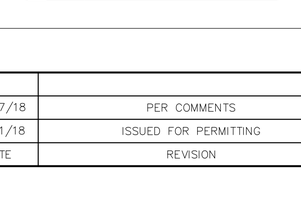
A MINIMUM 6-FOOT AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR RECLAIM CONDITIONED RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE SHALL BE INCREASED WHERE BOTH THE WATER MAIN AND SEWER ARE LAID IN GRADE OF POOR SOILS. THE SEPARATION DISTANCE SHALL BE INCREASED SUCH THAT THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(A) UNDER WHERE IT IS NOT POSSIBLE TO MAINTAIN A 12-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE TRENCH AT AN ELEVATION SUCH THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(B) WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL SEPARATION OF 6 INCHES IN PARALLEL INSTALLATIONS, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH COMPRESSION JOINTS AND THE WATER MAIN SHALL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF GRAVITY SEWER, EXCEPT WHERE BOTH A MINIMUM VERTICAL SEPARATION OF 6 INCHES, THE WATER MAIN SHALL BE LAID TO GRADE WITH JOINTS AS FAR FROM THE SEWER AS POSSIBLE. THE WATER MAIN SHALL BE LOCATED SO THE JOINT IS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

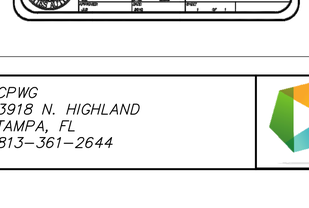
3. ALL DIP SHALL BE PRESSURE CLASS 350 MIN. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT	G-3 WATER/SEWER CONFLICT
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1

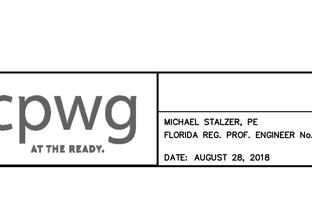


TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

TYPICAL GATE VALVE & VALVE BOX	M-6
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1

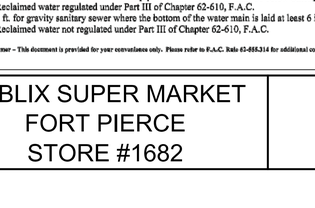


WATER METER/BACKFLOW PREVENTER FIRE SERVICE WITH DOMESTIC SUPPLY	W-11
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1



WATER METER/BACKFLOW PREVENTER FIRE SERVICE WITH DOMESTIC SUPPLY PLUS IRRIGATION	W-11A
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1

TERMINAL CLEANOUT DETAIL	S-48
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1



PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	9"	72"	8"
30"-36"	4'-0"	10"	80"	10"
42"-48"	6'-0"	11"	100"	12"

TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 110 OR APPROVED EQUAL.

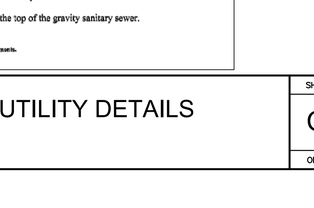
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CONCRETE TO BE TYPE II ADD INSECTICIDE. REINFORCING AREA OF 0.06 SQ. IN./FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.

3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.

4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 15" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'-0"
(N.T.S.)

PRECAST MANHOLE DEPTH OF LESS THAN 5'-0"	S-5
DESIGNED	RECOMMENDED FOR APPROVAL
DRAWN	FT. PIERCE UTILITIES AUTHORITY
CHECKED	
APP'D	
DATE	SHEET 1 OF 1


FINISHED GRADE
SEE NOTE 1
3/4" GROUT ON PRECAST CONC. RING INSIDE & OUT
SEE NOTE 2
APPLY 2 LAYERS OF MAR-MEDIX SEALANT
6 LAYERS OF REAL SEAL
MOR-TUFFING AND GUNITE SEAM
PIPE SHALL EXTEND 1" INSIDE MANHOLE
PACK WITH NON-SHRINKING GROUT MIX. FOR FIELD INSTALLATION
SEE MANHOLE SCHD.
NEOPRENE BOOT WITH STAINLESS STEEL ACCESSORIES OR APPROVED

NORTH
N.T.S.

N FEDERAL HIGHWAY
A.K.A. OLD US HWY 1
VARIABLE WIDTH ASPHALT ROAD
VARIABLE WIDTH PUBLIC R/W

ACCESS

1889 FT PIERCE FELLS LLC
249 RT 10
EAST HANOVER, NJ 07936
APN: 1433-443-0007-000-1

ENTRANCE ROUTE FOR ALL TRUCKS ENTERING THE SITE

EXISTING FULL ACCESS SIGNALIZED ENTRANCE

US HIGHWAY NO.1/N 4TH ST
VARIABLE WIDTH ASPHALT ROAD
200' PUBLIC R/W

FLORIDA A1A
VARIABLE WIDTH ASPHALT ROAD

THE PALMS LLC
91 BROADHOLLOW RD
MELLVILLE, NY 11747
APN: 1433-431-0001-000-4

PARCEL 2
TOTAL ACREAGE: 258.74 SQ. FT.
0.006 ACRES ±
TAYLOR CREEK LLC
APN: 1433-440-0005-020-6

MCKNIGHT, WILLIAM D
PO BOX 1110
BRANDON, FL 33509
APN: 1433-440-0006-000-7

EXISTING BUILDING TO REMAIN

EXISTING 1456 SF RESTAURANT BEING CONVERTED TO THREE (3) 1,152 SF STORES

NEW 1,500 SF LIQUOR STORE

Publix
SUPER MARKETS
45.90 PROTOTYPE
46,013 SF

DRIVE-THRU PHARMACY WINDOW

NO WETLANDS
FLOOD ZONE "X"

FLOOD ZONE "AE"
WETLANDS "E1WBA"

WALL

EXISTING

SOUTH FLA WATER MGMT DIST
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33406
APN: 2404-111-0004-000-5

GUARD RAIL

EXISTING RIGHT IN / RIGHT OUT ENTRANCE

JUNG, VINCENT
23 HIGHLOW DR
HILTON HEAD, SC 29928
APN: 2404-111-0005-000-2

EXIT ROUTE FOR TRUCKS LEAVING THE SITE TO GO SOUTHBOUND

N FEDERAL HIGHWAY
A.K.A. OLD US HWY 1
VARIABLE WIDTH ASPHALT ROAD
VARIABLE WIDTH PUBLIC R/W

WILLIAMS, LENA E
1639 N SANDRIDGE RD
FORT PIERCE, FL 34946
APN: 2404-111-0003-000-8

EXIT ROUTE FOR TRUCKS LEAVING THE SITE TO GO NORTH OR SOUTHBOUND

SUNNY LANE

EXISTING FULL ACCESS ENTRANCE

NO.	DATE	REVISION
1	08/27/18	PER COMMENTS
0	07/31/18	ISSUED FOR PERMITTING

CPWG
3918 N. HIGHLAND
TAMPA, FL
813-361-2644

cpwg
AT THE READY.

MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953

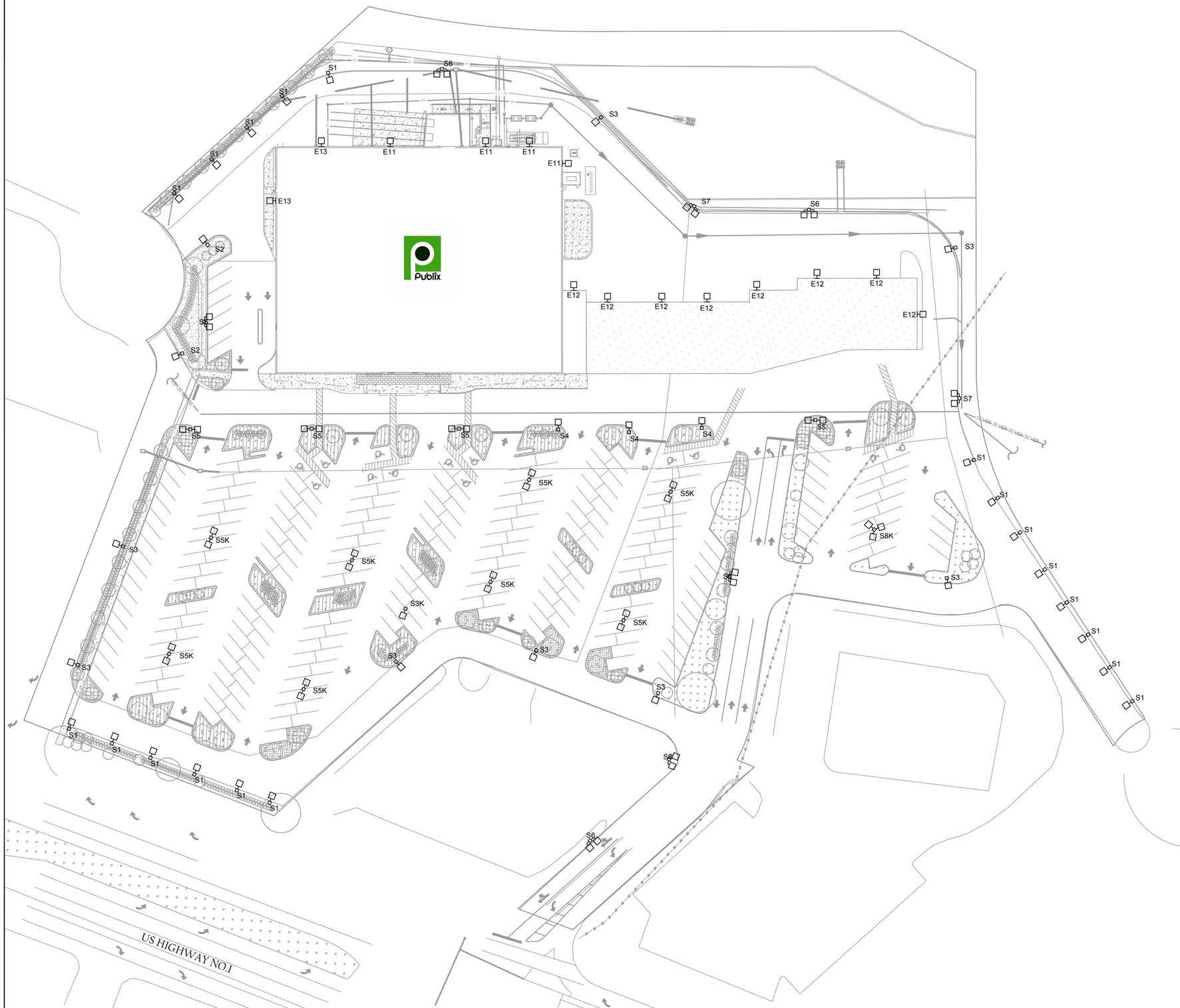
DATE: AUGUST 28, 2018

CWH
REAL ESTATE SERVICES

PUBLIX SUPER MARKET
FORT PIERCE
STORE #1682

TRUCK ROUTING PLAN

SHEET NUMBER
C8.00
OF 27 SHEETS



ELECTRICAL SITE PLAN
SCALE: 1" = 40'-0"

NORTH

KEYED NOTES

1. REPLACE EXISTING RETAIL SITE LIGHTING PANEL AND SERVICE WITH NEW. SEE RETAIL SITE LIGHTING RISER DIAGRAM ON THIS SHEET.
2. MAINTAIN CONDUIT AND CONDUCTOR SIZE FOR THE ENTIRE LENGTH OF THE CIRCUIT.
3. ROUTE CIRCUIT VIA EXISTING HOUSE LIGHTING CONTROL CABINET 'LCC-HPA'. SEE HOUSE LIGHTING CONTROL DIAGRAM 'LCC-HPA' ON RETAIL PLANS.
4. ROUTE CIRCUIT VIA NEW HOUSE LIGHTING CONTROL CABINET 'LCC-HPB'. SEE HOUSE LIGHTING CONTROL DIAGRAM 'LCC-HPB' ON SHEET THIS SHEET.
5. EXISTING HOUSE LIGHTING CONTROL CABINET 'LCC-HPA' INSTALLED UNDER RETAIL CONTRACT. SEE HOUSE LIGHTING CONTROL DIAGRAM ON RETAIL PLANS.
6. PROVIDE NEW HOUSE LIGHTING CONTROL CABINET 'LCC-HPB'. SEE NEW HOUSE LIGHTING CONTROL DIAGRAM 'LCC-HPB' ON THIS SHEET.
7. PROVIDE NEW SERVICE TO EXISTING WELL PUMP. CONNECT WELL PUMP. COORDINATE ALL REQUIREMENTS WITH EXISTING CONDITIONS.
8. VERIFY EXISTING WIRE SIZE. EXTEND CONDUIT AND CONDUCTORS TO EXISTING WELL PUMP. SEE RETAIL SITE LIGHTING RISER DIAGRAM ON THIS SHEET.

APOLLO ENGINEERING, LLC
CONSULTING ENGINEERS
CA-28878
6544 U.S. Hwy 41 N., Suite 204, Apollo Beach, FL 33572
Phone: 813.645.2991 Fax: 813.645.2993
Job #10082
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CLIENT:
CRIBB PHILBECK WEAVER GROUP
3918 N. HIGHLAND AVENUE
TAMPA, FL 33603
PHONE - (813) 361-2644

PROPOSED PROJECT FOR:
PUBLIX STORE #1102
TAYLOR CREEK COMMONS
1851 N. US HIGHWAY 1
FORT PIERCE, FL 34946

REVISIONS
1
2
3
4
5
6

SCALE: 1" = 40'-0"
DRAWN BY: CMD/JCK
CHECKED BY: HAS
ISSUE DATE: 07.30.08
PROJECT: 10082

SHEET TITLE
ELECTRICAL SITE PLAN

SHEET NUMBER
ES1.0

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION	MOUNTING
	CEILING LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	CEILING LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	WALL WASH LIGHT FIXTURE. ARROW INDICATES WASH DIRECTION.	SEE FIXTURE SCHEDULE.
	WALL BRACKET LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	WALL BRACKET LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	WALL BRACKET LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	WALL BRACKET LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	WALL MOUNTED SCONCE LIGHT FIXTURE	SEE FIXTURE SCHEDULE.
	WALL MOUNTED SCONCE LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	1' X 1' LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	1' X 1' LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	2' X 2' LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	2' X 2' LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	2' X 4' LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	2' X 4' LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	SURFACE MOUNTED LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	SURFACE MOUNTED LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	WALL MOUNTED LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	WALL MOUNTED LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	FLUORESCENT STRIP LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	FLUORESCENT STRIP LIGHT FIXTURE WITH EMERGENCY POWER BACKUP.	SEE FIXTURE SCHEDULE.
	FLOOD LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	TRACK LIGHT FIXTURE (STRAIGHT).	SEE FIXTURE SCHEDULE.
	TRACK LIGHT FIXTURE (CURVED).	SEE FIXTURE SCHEDULE.
	PENDANT MOUNTED LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	ACCENT LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	CEILING FAN.	SEE FIXTURE SCHEDULE.
	SINGLE-FACE CEILING MOUNTED EXIT SIGN WITH AIMING ARROWS AS INDICATED. FILL REPRESENTS READABLE FACE DIRECTION.	SEE FIXTURE SCHEDULE.
	TWO-FACE CEILING MOUNTED EXIT SIGN WITH AIMING ARROWS AS INDICATED. FILL REPRESENTS READABLE FACE DIRECTION.	SEE FIXTURE SCHEDULE.
	WALL MOUNTED EXIT SIGN WITH AIMING ARROWS AS INDICATED. FILL REPRESENTS READABLE FACE DIRECTION.	SEE FIXTURE SCHEDULE.
	WALL MOUNTED EMERGENCY BATTERY PACK LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
	COMBINATION EMERGENCY BATTERY LIGHT AND EXIT SIGN WITH AIMING ARROWS AS INDICATED. FILL REPRESENTS READABLE FACE.	SEE FIXTURE SCHEDULE.
	POLE MOUNTED LIGHT FIXTURE.	SEE FIXTURE SCHEDULE.
$	SINGLE-POLE TOGGLE SWITCH.	48" AFF TO CENTERLINE UON.
$2	TWO-POLE TOGGLE SWITCH.	48" AFF TO CENTERLINE UON.
$3	THREE-WAY TOGGLE SWITCH.	48" AFF TO CENTERLINE UON.
$4	FOUR-WAY TOGGLE SWITCH.	48" AFF TO CENTERLINE UON.
$O	OCCUPANCY SENSOR SWITCH.	48" AFF TO CENTERLINE UON.
$V	VACANCY SENSOR SWITCH.	48" AFF TO CENTERLINE UON.
$M	MOMENTARY CONTACT TOGGLE SWITCH.	48" AFF TO CENTERLINE UON.
$K	KEY OPERATED TOGGLE SWITCH.	48" AFF TO CENTERLINE UON.
$T	TIMER SWITCH.	48" AFF TO CENTERLINE UON.
$600	DIMMER SWITCH. PROVIDE WATTAGE RATING INDICATED.	48" AFF TO CENTERLINE UON.
	OCCUPANCY SENSOR SWITCH.	CEILING UON.
	VACANCY SENSOR SWITCH.	CEILING UON.
LCP	LIGHTING CONTROL POWER PACK.	ABOVE CEILING

SYMBOL	DESCRIPTION	MOUNTING
	DUPLEX RECEPTACLE. SEE SPECIFICATIONS.	18" AFF TO CENTERLINE UON.
	DUPLEX RECEPTACLE, ABOVE COUNTER. SEE SPECIFICATIONS.	44" AFF TO CENTERLINE UON.
	DUPLEX RECEPTACLE, ONE-HALF SWITCHED. SEE SPECIFICATIONS.	18" AFF TO CENTERLINE UON.
	DUPLEX RECEPTACLE, FLOOR OR POKE-THRU. SEE SPECIFICATIONS.	FLUSH IN FLOOR UON.
	DOUBLE DUPLEX RECEPTACLE. SEE SPECIFICATIONS.	18" AFF TO CENTERLINE UON.
	DOUBLE DUPLEX RECEPTACLE, ABOVE COUNTER. SEE SPECIFICATIONS.	44" AFF TO CENTERLINE UON.
	SIMPLEX RECEPTACLE. SEE SPECIFICATIONS.	18" AFF TO CENTERLINE UON.
	SPECIAL RECEPTACLE. NEMA CONFIGURATION AS NOTED.	18" AFF TO CENTERLINE UON.
	MULTI-OUTLET SURFACE RACEWAY WITH NEMA 5-15R SIMPLEX RECEPTACLES AT 12" CENTERS UON.	44" AFF TO CENTERLINE UON.
	208Y/120V OR 240/120V PANELBOARD.	78" AFF TO TOP.
	277Y/480V PANELBOARD.	78" AFF TO TOP.
	DISCONNECT SWITCH. NEMA/AMPERAGE/POLE/FUSE/VOLTAGE. PROVIDE NEMA 1, 600V UON.	AS NOTED.
	MOTOR STARTER.	AS NOTED.
	COMBINATION MOTOR STARTER/DISCONNECT SWITCH. NEMA/AMPERAGE/POLE/FUSE/VOLTAGE. PROVIDE NEMA 1, 600V UON.	AS NOTED.
	ELECTRIC DUCT HEATER.	BY OTHERS.
	MOTOR CONNECTION OR EXHAUST FAN.	BY OTHERS.
P	POWER POLE WITH POWER AND COMMUNICATIONS RACEWAY PROVISIONS AS NOTED.	AS NOTED.
	COMMUNICATIONS/DATA OUTLET.	18" AFF TO CENTERLINE UON.
	COMMUNICATIONS/DATA OUTLET, FLOOR OR POKE-THRU.	FLUSH IN FLOOR UON.
	COMBINATION COMMUNICATIONS/DATA AND DUPLEX RECEPTACLE OUTLET, FLOOR OR POKE-THRU.	FLUSH IN FLOOR UON.
TV	CABLE TV OUTLET.	18" AFF TO CENTERLINE UON.
CR	SECURITY SYSTEM CARD READER OUTLET.	48" AFF TO CENTERLINE UON.
PB	SECURITY SYSTEM PUSH-PAD OUTLET.	48" AFF TO CENTERLINE UON.
	SECURITY SYSTEM CLOSED CIRCUIT TV CAMERA.	AS NOTED.
FACP	FIRE ALARM SYSTEM CONTROL PANEL.	78" AFF TO TOP.
FAAP	FIRE ALARM SYSTEM REMOTE ANNUNCIATOR PANEL.	66" AFF TO TOP.
	FIRE ALARM SYSTEM SMOKE DETECTOR.	CEILING UON.
	FIRE ALARM SYSTEM DUCT TYPE SMOKE DETECTOR.	IN SUPPLY DUCT > 2,000 CFM IN RETURN DUCT > 15,000 CFM
	FIRE ALARM SYSTEM HEAT DETECTOR.	CEILING UON.
	FIRE ALARM SYSTEM PULL STATION.	48" AFF TO CENTERLINE UON.
T	FIRE ALARM SYSTEM TAMPER SWITCH.	FIELD COORDINATE.
F	FIRE ALARM SYSTEM FLOW SWITCH.	FIELD COORDINATE.
R	FIRE ALARM SYSTEM RELAY CONTROL MODULE.	FIELD COORDINATE.
M	FIRE ALARM SYSTEM MONITORING MODULE.	FIELD COORDINATE.
D	FIRE ALARM SYSTEM MAGNETIC DOOR HOLDER.	ON WALL 6" BELOW TOP OF DOOR.
	FIRE ALARM SYSTEM HORN.	80" AFF TO BOTTOM OR 6" BELOW CEILING UON.
	FIRE ALARM SYSTEM STROBE.	80" AFF TO BOTTOM OR 6" BELOW CEILING UON.
	FIRE ALARM SYSTEM HORN/STROBE.	80" AFF TO BOTTOM OR 6" BELOW CEILING UON.
M	FIRE ALARM SYSTEM MINI-HORN.	80" AFF TO BOTTOM OR 6" BELOW CEILING UON.
	FIRE ALARM SYSTEM BELL.	96" AFF TO TOP UON.
UP DN	CONDUIT RUN UP OR DOWN AS NOTED.	
	PHASE, NEUTRAL, EQUIPMENT GROUND, AND ISOLATED GROUND. ALL HOMERUNS SHALL BE 1/2" CONDUIT WITH 3 #12 UON.	
	GROUND ROD.	AS NOTED.
	REFER TO KEYED NOTES.	
J	JUNCTION BOX OR OUTLET BOX.	AS NOTED.
	CONDUIT CONCEALED IN WALL OR ABOVE CEILING.	SEE SPECIFICATIONS.
	CONDUIT CONCEALED IN SLAB OR UNDERGROUND.	SEE SPECIFICATIONS.

ABBREVIATIONS	
AFF	ABOVE FINISHED FLOOR.
AFG	ABOVE FINISHED GRADE.
ATS	AUTOMATIC TRANSFER SWITCH.
BFG	BELOW FINISH GRADE.
C	CONDUIT.
CLG	CEILING MOUNTED.
D	DRYER OUTLET (NEMA 14-30R).
DN	CONDUIT DOWN.
E	EXISTING.
EC	ELECTRICAL CONTRACTOR.
EG	EQUIPMENT GROUND.
EXP	EXPLOSION PROOF.
EWC	ELECTRIC WATER COOLER.
EWH	ELECTRIC WATER HEATER.
GEC	GROUNDING ELECTRODE CONDUCTOR.
GFI	GROUND FAULT INTERRUPTER.

ABBREVIATIONS	
HID	HIGH INTENSITY DISCHARGE.
HP	HORSEPOWER.
IG	ISOLATED GROUND.
LSIG	LONG, SHORT, INSTANTANEOUS, GROUND FAULT.
N	NEW.
NEUT	NEUTRAL.
NF	NON-FUSED.
NL	NIGHT LIGHT.
NP	NAMEPLATE.
PNL	PANEL.
R	RANGE (NEMA 14-50R).
RE	RELOCATED.
UON	UNLESS OTHERWISE NOTED.
UP	CONDUIT UP.
WP	WEATHERPROOF.
WPI	WEATHERPROOF WHILE-IN-USE COVER.

LUMINAIRE SCHEDULE

	MARK	LUMINAIRE WATTAGE	MANUF.	CATALOG NUMBER	DESCRIPTION	MOUNTING	LAMP QTY.	LAMP TYPE
*	E11	136	BEACON	TRV-DI60NB-136/4K/T3/UNV/WHT	TYPE III DISTRIBUTION LED WALLPACK WHITE COLOR	WALL MTD.		136W 4000K LED
	E12	55	BEACON	TRV-DI24NB-55/4K/T3/UNV/WHT	TYPE III DISTRIBUTION LED WALLPACK WHITE COLOR	WALL MTD.		55W 4000K LED
*	E13	80	BEACON	TRV-DI36NB-80/4K/T3/UNV/WHT	TYPE III DISTRIBUTION LED WALLPACK WHITE COLOR	WALL MTD.		80W 4000K LED
	S1	55	BEACON	FIXTURE = VPS/24L-55/4K7/4/UNV/MAF/WHT/GEN1-01/HSS/VP-S/90-FB/WHT SPOKE BRACKET = SB1/12/2-38/WHT	(1) 55W 4000K TYPE IV DISTRIBUTION LED FIXTURE WITH HOUSE SIDE SHIELD TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE, HOUSE SIDE SHIELD AND BRACKET COLOR TO BE WHITE TEXTURED.	POLE MOUNTED @ 15'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS1.0.		55W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 21' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 7'-6" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US21TII-H-7646-SZT			
	S2	136	BEACON	FIXTURE = VPS/60L-136/4K7/3/UNV/MAF/WHT/GEN1-01 SPOKE BRACKET = SB1/12/2-38/WHT	(1) 136W 4000K TYPE III DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED.	POLE MOUNTED @ 15'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS1.0.		136W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 21' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 7'-6" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US21TII-H-7646-SZT			
	S3	220	BEACON	FIXTURE = VPL/96L-220/4K7/3/UNV/MAF/WHT/GEN1-01 SPOKE BRACKET = SB1/12/2-38/WHT	(1) 136W 4000K TYPE III DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED.	POLE MOUNTED @ 25'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS-1.		220W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 33' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 9'-6" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US33TII-H-9666-SZT			
	S3K	220	BEACON	FIXTURE = VPL/96L-220/4K7/3/UNV/MAF/WHT/GEN1-01 SPOKE BRACKET = SB1/12/2-38/WHT	(1) 136W 4000K TYPE III DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED. INSTALL KELLAMY 610R SONOTUBE FORM AND REFLECTORS AROUND POLE BASE FOR ADDED PROTECTION AND VISIBILITY.	POLE MOUNTED @ 25'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #2 ON SHEET PS1.0.		220W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 33' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 12'-0" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US33TII-H-12066-K-SZT			
	S4	280	BEACON	FIXTURE = VPL/96L-280/4K7/3/UNV/MAF/WHT/GEN1-01 SPOKE BRACKET = SB1/12/2-38/WHT	(1) 280W 4000K TYPE III DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED.	POLE MOUNTED @ 35'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS1.0.		280W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 45' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 11'-6" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US45TII-11686-SZT			
	S5	560	BEACON	FIXTURE = (2)VPL/96L-280/4K7/5QM/UNV/MAF/WHT/GEN1-01 SPOKE BRACKET = SB2/12/2-38/WHT	(2) 280W 4000K TYPE V MEDIUM SQUARE DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED.	POLE MOUNTED @ 35'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS1.0.		280W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 45' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 11'-6" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US45TII-11686-SZT			
	S5K	560	BEACON	FIXTURE = (2)VPL/96L-280/4K7/5QM/UNV/MAF/WHT/GEN1-01 SPOKE BRACKET = SB2/12/2-38/WHT	(2) 280W 4000K TYPE V MEDIUM SQUARE DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED. INSTALL KELLAMY 610R SONOTUBE FORM AND REFLECTORS AROUND POLE BASE FOR ADDED PROTECTION AND VISIBILITY.	POLE MOUNTED @ 35'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #2 ON SHEET PS1.0.		280W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 45' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 14'-0" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US45TII-14086-K-SZT			
	S6	560	BEACON	FIXTURE = (2)VPL/96L-280/4K7/3/UNV/MAF/WHT/GEN1-01 BULLHORN BRACKET = BHB2/2-38/WHT MOD HOR/ZONTAL	(2) 280W 4000K TYPE III DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE WITH MODIFIED HORIZONTAL BULLHORN BRACKET. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED.	POLE MOUNTED @ 35'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS1.0.		280W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 45' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 11'-6" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US45TII-11686-SZT			
	S7	560	BEACON	FIXTURE = (2)VPL/96L-280/4K7/4/UNV/MAF/WHT/GEN1-01 BULLHORN BRACKET = BHB2/2-38/WHT MOD HOR/ZONTAL	(2) 280W 4000K TYPE IV DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE WITH MODIFIED HORIZONTAL BULLHORN BRACKET. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED.	POLE MOUNTED @ 35'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS1.0.		280W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 45' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 11'-6" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US45TII-11686-SZT			
	S8K	840	BEACON	FIXTURE = (3)VPL/96L-280/4K7/5QM/UNV/MAF/WHT/GEN1-01 SPOKE BRACKET = SB3-120/12/2-38/WHT	(3) 280W 4000K TYPE V MEDIUM DISTRIBUTION LED FIXTURE TENON MOUNTED ON DIRECT BURIED CONCRETE POLE. FIXTURE AND BRACKET COLOR TO BE WHITE TEXTURED. INSTALL KELLAMY 610R SONOTUBE FORM AND REFLECTORS AROUND POLE BASE FOR ADDED PROTECTION AND VISIBILITY.	POLE MOUNTED @ 35'-0" AFG. SEE CONCRETE POLE INSTALLATION DETAIL #1 ON SHEET PS1.0.		280W 4000K LED
			UTILITIES STRUCTURES, INC.	POLE = 45' SQUARE TAPERED CONCRETE POLE WITH HANDHOLE 14'-0" ABOVE BASE OF POLE AND SALT ZONE TENON. CAT# US45TIII-14086-K-SZT			

* INDICATES FIXTURES INSTALLED ON PUBLIX BUILDING PLANS. SHOWN FOR REFERENCE ONLY.

NOTES:

1. ALL FIXTURES ARE PROVIDED BY CONTRACTOR UNLESS OTHERWISE NOTED.

APOLLO ENGINEERING, LLC
CONSULTING ENGINEERS
CA-28878
6544 U.S. Hwy 19 North, Suite 2, New Port Richey, FL 34652
Phone: 813.926.3488 Fax: 813.926.3493
Jn. #10082

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CLIENT:
CRIBB PHILBECK WEAVER GROUP
3918 N. HIGHLAND AVENUE
TAMPA, FL 33603
PHONE - (813) 361-2644

PROPOSED PROJECT FOR:
PUBLIX STORE #1102
TAYLOR CREEK COMMONS
1851 N. US HIGHWAY 1
FORT PIERCE, FL 34946

REVISIONS
1 2 3 4 5 6

SCALE: NONE
DRAWN BY: CM/DJ/CK
CHECKED BY: HAS
ISSUE DATE: 07.30.08
PROJECT: 10082

SHEET TITLE
LEGEND & LUMINAIRE SCHEDULE

SHEET NUMBER
ES0.0

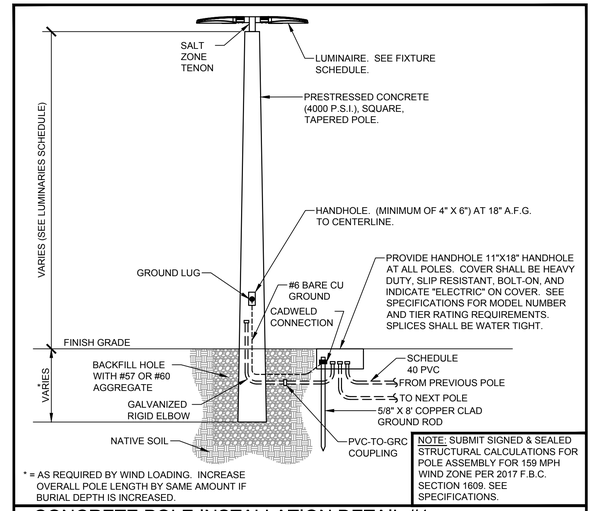
PHOTOMETRIC SITE PLAN

SCALE: 1" = 40'-0"

NORTH

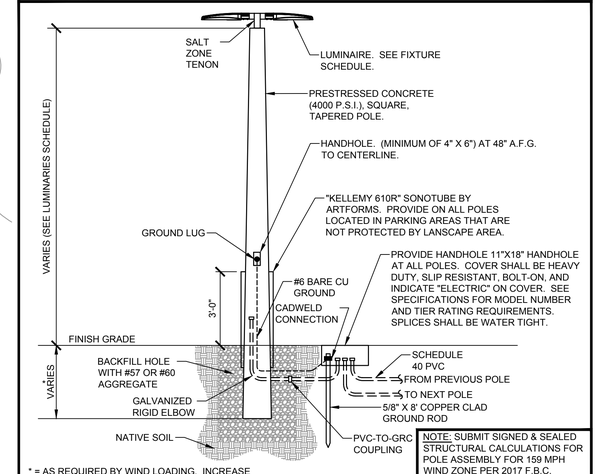
Schedule								
Symbol	Label	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
	E11	TRV-60NB-136-4K-T3	TRAVERSE	C-70-CRI DATA SHOWN IS SCALED FROM 15.01518	1	13889.84	0.9	137
	E12	TRV-24NB-55-4K-T3	TRAVERSE	C-70-CRI DATA SHOWN IS SCALED FROM 15.01518	1	5556	0.9	55.8
	E13	TRV-36NB-80-4K-T3	TRAVERSE	C-70-CRI DATA SHOWN IS SCALED FROM 15.01518	1	8334	0.9	83.8
	S1	VP-S-24L-55-4K7-4-HSS-90-FB	Small Viper with Type IV Lens and 90° House-Side Shield		1	5874	0.9	55
	S2	VP-S-60L-136-4K7-T3	1783-17		1	12885	0.9	141.38
	S3	VPL-96L-220-4K7-3	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	27220.37	0.9	217.6
	S3K	VPL-96L-220-4K7-3	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	27220.37	0.9	217.6
	S4	VPL-96L-280-4K7-3	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	32633	0.9	276.7
	S5	VPL-96L-280-4K7-5QM	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	32641	0.9	553.4
	S5K	VPL-96L-280-4K7-5QM	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	32641	0.9	553.4
	S6	VPL-96L-280-4K7-3	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	32633	0.9	553.4
	S7	VPL-96L-280-4K7-4	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	31891	0.9	553.4
	S8K	VPL-96L-280-4K7-5QM	LARGE VIPER	X-70-CRI DATA SHOWN IS ABSOLUTE	1	32641	0.9	830.1

Statistics						
Description	Symbol	Max	Min	Max/Min	Avg/Min	Avg
Parking Lot	+	11.3 fc	3.0 fc	3.8:1	1.8:1	5.3 fc
Front Property Line	◇	0.5 fc	0.1 fc	5.0:1	1.0:1	0.1 fc
Residential Property Line	□	0.5 fc	0.0 fc	N/A	N/A	0.2 fc



CONCRETE POLE INSTALLATION DETAIL #1

SCALE: NONE



CONCRETE POLE INSTALLATION DETAIL #2

SCALE: NONE

APOLLO ENGINEERING, LLC
CONSULTING ENGINEERS
CA-28878
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CLIENT:
CRIBB PHILBECK WEAVER GROUP
3918 N. HIGHLAND AVENUE
TAMPA, FL 33603
PHONE - (813) 361-2644

PROPOSED PROJECT FOR:
PUBLIX STORE #1102
TAYLOR CREEK COMMONS
1851 N. US HIGHWAY 1
FORT PIERCE, FL 34946

REVISIONS
1
2
3
4
5
6

SCALE: 1" = 40'-0"
DRAWN BY: CMD/JCK
CHECKED BY: HAS
ISSUE DATE: 07.30.08
PROJECT: 10082

SHEET TITLE
PHOTOMETRIC SITE PLAN

SHEET NUMBER
PS1.0

TYPES: E11 THRU E13

TRAVERSE SERIES
SURFACE/CEILING/GARAGE

Cat.#
Job
Type
BEACON design · performance · technology
Approvals

SPECIFICATIONS

Intended Use:
The Traverse luminaire is a wall surface mounted luminaire with a field replaceable LED light engine & optical bezel system. Internal components are totally enclosed in rain-tight and corrosion-resistant die cast aluminum housing. The TRV Luminaire is suitable for wet locations.

Construction:
- Traverse luminaire consists of a die cast aluminum two-piece housing.
- Die cast main (thermal) housing provides direct heat exchange between the LED light engine and the cool outdoor air by drawing heat through integral heat channels and out to the sculptured and functional luminaire surface.
- LED drivers are thermally isolated from the main housing, mechanically attached and heat sinked to the rear housing.
- Main housing is designed with heat dissipating fins for LED thermal management without the use of metallic screens, cages, or fans.
- Shape of the main housing is designed to prevent debris accumulation and as a bird nesting deterrent. The back and main housings are designed to hinge open for easy mounting and easy access.

LED/Optics:
- Optical one piece cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- A two-piece die cut silicone and polycarbonate foam gasket ensures a weather-proof seal around each individual LED and allows the Traverse luminaire to be rated for high-pressure hose down applications.
- Optical cartridge is secured to the extruded housing with fasteners and a heat pad to ensure thermal conductivity.
- Optics are held in place without the use of adhesives and the complete assembly is gasketed for high pressure hose down cleaning.
- Cartridge assembly is available in various lighting distributions using TIR designed acrylic optical lenses over each LED.

Electrical:
- 100V through 277V, 50 Hz to 60 Hz (UNV).
- Power factor is min 0.92 at full load.
- All electrical components are rated at 50,000 hours at full load and 40°C ambient conditions per MIL-217F Notice 2.
- Optional 0 to 10 volt dimming drivers are available upon request.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600VAC at 50°C or higher.
- Plug disconnects are listed by UL for use at 600 VAC, 15A or higher. 15A rating applies to primary (AC) side only.
- Surge protection - 20KA; Shuts off at end of life.

Controls/Options:
- Traverse is available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage down to a factory preset level, reducing light level accordingly. When motion is detected, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from the standard configurations
- Available with Energen for optional set dimming with simple delay, or timed dimming based on hours of operation or time of night (see Energen product page for more details www.beaconproducts.com/products/energen)
- Also available with **Beacon**nect Wireless Control System (see **Beacon**nect product page for more details www.beaconproducts.com/products/**beacon**nect).

Installation:
- Rear housing (back plate) is designed with various bolt patterns for direct wall mounting or mounting to a recessed 4" junction box.
- Rear housing has three integral 3/4" NPT power feed locations (bottom and each side) for surface mounted conduit applications.
- After mounting the rear housing to the wall or junction box, the main housing is designed to hang and hinge closed after connecting the male and female quick connectors.
- Mounting design permits a simple retrofit to existing wall luminaires that utilize surface mount or recessed junction boxes.

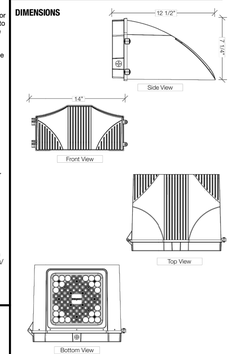
Finish:
- Beacote V polyester powder-coat electrostatically applied and thermocured.
- Beacote V finish consists of a five stage iron phosphate chemical pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2 perfor mance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Listings:
The luminaire shall bear a CSA label and be marked suitable for wet locations (standard).

Warranty:
Five year limited warranty (for more information visit: http://www.hubbelllighting.com/resources/warranty).

PRODUCT IMAGE(S)

DIMENSIONS



CERTIFICATIONS/LISTINGS

C SP US · ida DARK SKY APPROVED · DLC DesignLights Consortium

*3000K and warmer CCTs only

DesignLights Consortium qualified. Consult DLC website for more details: http://www.designlights.org/QPL

[1] Indoor use only
[2] Not available on 24NB-27
[3] Not available @ 347V or 480V Input
[4] 36NB-80 only
[5] Not available on 48NB-110 or 60NB-136
[6] When ordering Energen, specify the routine setting code (example GEN1-04). See Energen brochure and instructions for setting table and options. Not available with sensor options.
[7] Not available with other control or sensor options. REC is available with MOB and OCS.
[8] Specify group and zone. See **Beacon**nect product page for more details.
[9] Must use **Beacon**nect with motion sensor. See **Beacon**nect product page for more details.
[10] Specify time delay; dimming level and mounting height.
[11] Not available with BCW option.

ORDERING INFORMATION

ORDERING EXAMPLE: TRV-D/60NB-136/5K/T5R/UNV/GENIXX/PEC/BBT

SERIES	ENGINE-WATTS	LED COLOR	OPTICS	CONTROL OPTIONS	FINISH
TRV-D Traverse Down Light	24NB-27 27 Watts - LED array	3K 3000K	T2 Type II	GENI-XX[6] Energeni	BBT basic black textured
TRV-U[1] Traverse Up Light (lens req.)	24NB-55 55 Watts - LED array	4K 4000K	T3 Type III	WIS[6,7] wiSCAPE Fixture Module, in-fixture relay for wireless lighting control and motion/occupancy control	BMT black matte textured
	36NB-80 80 Watts - LED array	5K 5000K	T4 Type IV	WISSC[6,7] wiSCAPE Fixture Module, in-fixture relay for wireless lighting control and motion/occupancy control	WHT white textured
	48NB-110 110 Watts - LED array		T5R Type V, rectangular	BCW[7,8,9] **Beacon**nect	MBT metallic bronze textured
	60NB-136 136 Watts - LED array		2X2 Narrow spot flood 5X5 Medium flood		BZT bronze textured
					DBT dark bronze textured
					GYS gray smooth
					DPS dark platinum smooth
					GNT green textured
					MST metallic silver textured
					MTT metallic titanium textured
					OWI old world iron
					RAL _____

VOLTAGE
UNV 120-277V
347 347V
480 480V

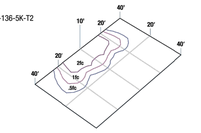
SENSOR OPTIONS
BMD[7,8,9,10] **Beacon**nect with motion sensor
MOB[8,9,11] Motion sensor 33% or 50% dimming
OCS[7] Occupancy sensor (on/off)

ELECTRICAL OPTIONS
PEC Photocell, button
2PF[2,9,11] Dual power feed
BPC[4] Cold weather battery pack

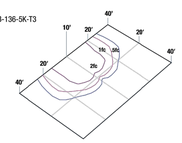
BEACONNECT **ORDERING INFORMATION:** When ordering a fixture with the **Beacon**nect lighting control options please specify the appropriate group and sensor information. Please provide dimming schedule information in either the **Beacon**nect excel spreadsheet or **Beacon**nect software. For more detailed information please visit www.beaconproducts.com/**beacon**nect or contact beacon tech support at (800) 345-4928. These settings are specified in the ordering as shown in the example below. (Family) / 24NB-55 / 5K/ T3 / UNV / BCW-(Group 1-16) _____/(Optional Zone 1-250) _BMD- ___(Time Delay1 to 255) ____ Dimming% (1 to 100)_____ mounting height1-20ft_____/
Example: TRV/24NB-55/5K/T3/UNV/BCW-G1 /BMD-30M-50%-10F/DBT for luminaires without sensors in the group omit the BMD ordering logic Example: TRV/24NB-55/5K/T3/UNV/BCW-G1 /DBT

PHOTOMETRICS

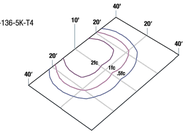
Type II
TRV-60NB-136-5K-T2



Type III
TRV-60NB-136-5K-T3



Type IV
TRV-60NB-136-5K-T4



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HUBBELL Lighting

TYPES: S1 & S2

VIPER S OPTICS
STRIKE
SMALL VIPER LUMINAIRE

Cat.#
Job
Type
BEACON design · performance · technology
Approvals

SPECIFICATIONS

Intended Use:
The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

Construction:
- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

Electrical:
- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is ≥.90 at full load.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Ambient operating temperature -40°C to 40°C
- Surge protection - 20kA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Controls/Options:
- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energen for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see www.beaconproducts.com/products/energen)
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance costs while optimizing light quality 24/7. For more details, see ordering information or visit: www.hubbelllighting.com/sitesync

Installation:
- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

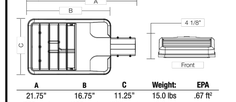
Finish:
- IFS polyester powder-coat electrostatically applied and thermocured. IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 2604 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Certifications/Ratings:
- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Certified to UL 1598, UL 8750, and CSA C22.2 No.250.0
- IDA approved
- This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at: http://www.beaconproducts.com/products/viperrail

Warranty:
Five year limited warranty for more information visit: www.hubbelllighting.com/resources/warranty

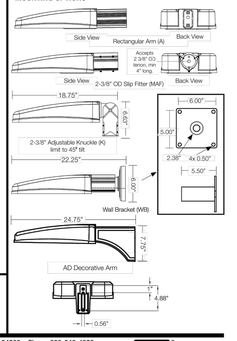
PRODUCT IMAGE(S)

DIMENSIONS



A	B	C	Weight:	EPA
21.75" (552 mm)	16.75" (425 mm)	11.25" (286 mm)	15.0 lbs (6.8 kg)	.67 ft²

MOUNTING OPTIONS



CERTIFICATIONS/LISTINGS

C SP US · ida DARK SKY APPROVED · DLC DesignLights Consortium

*3000K and warmer CCTs only

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HUBBELL Lighting

TYPES: S3 THRU S8K

VIPER L OPTICS
STRIKE
LARGE VIPER LUMINAIRE

Cat.#
Job
Type
BEACON design · performance · technology
Approvals

SPECIFICATIONS

Intended Use:
The Beacon Viper luminaire is available in two sizes with a wide choice of different LED wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS. Luminaires are suitable for wet locations.

Construction:
- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and microcellular polyurethane foam gasket ensures a weather-proof seal around each individual optic.

Electrical:
- Luminaire accepts 100V through 277V, 50 Hz to 60 Hz (UNV), 347V, or 480V input.
- Power factor is ≥.90 at full load.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Ambient operating temperature -40°C to 40°C
- Surge protection - 20kA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Controls/Options:
- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the motion response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energent for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see www.beaconproducts.com/products/energen)
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance costs while optimizing light quality 24/7. For more details, see ordering information or visit: www.hubbelllighting.com/sitesync

Installation:
- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

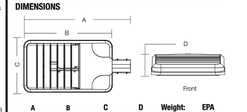
Finish:
- IFS polyester powder-coat electrostatically applied and thermocured. IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 2604 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Certifications/Ratings:
- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Certified to UL 1598, UL 8750, and CSA C22.2 No.250.0
- 3G rated for ANSI C136.31 high vibration applications with MAF mounting
- IDA approved
- This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at: http://www.beaconproducts.com/products/viper_large

Warranty:
Five year limited warranty for more information visit: www.hubbelllighting.com/resources/warranty

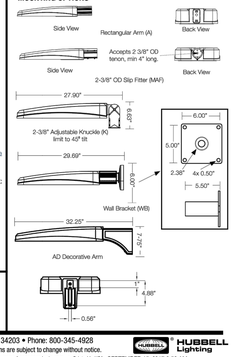
PRODUCT IMAGE(S)

DIMENSIONS



A	B	C	D	Weight:	EPA
29.9" (741 mm)	24.19" (614 mm)	14.25" (362 mm)	4.13" (105 mm)	25.0 lbs (11.3 kg)	1.2 ft²

MOUNTING OPTIONS



CERTIFICATIONS/LISTINGS

C SP US · ida DARK SKY APPROVED · DLC DesignLights Consortium

*3000K and warmer CCTs only

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ORDERING INFORMATION

ORDERING EXAMPLE: VPS/24L-55/4K7/4W/UNV/A/DBT/7PR-TL/GENI-04/BC

VPS							
SERIES	LED ENGINE	CCT/CRI[1]	ROTATION	VOLTAGE	COLOR	OPTIONS
VPS Viper	24L-55 55W, LED array	3K7 3000K, 70 CRI	Leave blank for no rotation	UNV 120-277V	DBT Dark Bronze Textured	F Fusing
	36L-65 65W, LED array	4K7 4000K, 70 CRI	L[3] Optic rotation left	120 120V	BMT Black Matte Textured	BSP Bird Spikes
	36L-80 80W, LED array	5K7 5000K, 70 CRI	R[3] Optic rotation right	208 208V	PS Platinum Silver Smooth	BC Backlight control (limited to Type 4W only)
	48L-110 110W, LED array			240 240V	WHT White Textured	
	60L-136 136W, LED array			277 277V	CC Custom Color (RAL#)	
				347 347V		
				480 480V		

DISTRIBUTION
FR Type 1/Front Row
2 Type 2
3 Type 3
4 Type 4
4W Type 4 Wide
5QM Type 5QM
5R Type 5R (rectangular)
5W Type 5W (round wide)

MOUNTING
A Rectangular Arm (formerly RA) for square or round pole
MAF Mast Arm Fitter (formerly SF2) for 2-3/8" OD horizontal arm
K Knuckle (formerly PK2) limit to 45° tilt or 2-3/8" OD horizontal arm or vertical tenon
WB Wall Bracket
AD Universal Arm for square pole
AD3 Universal Arm for 2.4"-4.1" round pole
AD4 Universal Arm for 4.2" -5.3" round pole
AD5 Universal Arm for 5.5" -5.9" round pole
AD6 Universal Arm for 6.0"-6.5" round pole

CONTROL OPTIONS
7PR 7-Pin Receptacle only (shorting cap, photo control, or wireless control provided by others)
7PR-SC 7-Pin Receptacle w/Shorting Cap
7PR-TL 7-Pin Receptacle w/Twist Lock photo control
SCP/_F[1,2,5] Programmable Occupancy Sensor w/ daylight control (120-277 volts only)
WSP/_F[1,2] WASP Occupancy Sensor w/ daylight control (347 or 480 volts only)
GENI-XX[7] ENERGENI
SWP[1,4] SiteSync Pre-Commission
SWPM[1,2,4] SiteSync Pre-Commsin w/ Sensor

HOUSE SIDE SHIELD ACCESSORIES
HSS/VP-S/90-FB/XXX 90° shield front or back
HSS/VP-S/90-LR/XXX 90° shield left or right
HSS/VP-S/270-FB/XXX 270° shield front or back
HSS/VP-S/270-LR/XXX 270° shield left or right
HSS/VP-S/360/XXX Full shield
(Replace XXX with notation for desired finish color) (Refer to page 5 for shield images)

MOUNTING ACCESSORIES
VPL-AD-RPA3 2.4"-4.1" Round Pole Adapter for AD arm
VPL-AD-RPA4 4.2"-5.3" Round Pole Adapter for AD arm
VPL-AD-RPA5 5.5"-5.9" Round Pole Adapter for AD arm
VPL-AD-RPA6 6.0"-6.5" Round Pole Adapter for AD arm

PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.hubbell-automation.com/products/sitesync/ or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SMPM) require the mounting height of the fixture for selection of the lens.

Examples: VPS/24L-55/4K7/3/UNV/A/DBT/SWP/ SiteSync only
VPS/24L-55/4K7/3/UNV/A/DBT/SWPM-40F/ SiteSync with Motion Control

[1] Not available with other wireless control or sensor options
[2] Specify mounting height; 8–9' or less, 40–9' to 40'
[3] Specify routine setting code (example GEN4-04). See ENERGENI brochure and instructions for setting table and options. Not available with sensor or SiteSync options.
[4] Specify group and zone at time of order. See www.hubbelllighting.com/sitesync for further details. Order at least one SiteSync interface Accessory SWUSB or SWTAB. Each option contains SiteSync License, GUI, and Bridge Node
[5] Only available with 1A, 2, 3, 4, 4W and 5R distributions
[6] Order at least one SCP-REMOTE per project location to program and control
[7] This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at: http://cdn.beaconproducts.com/content/products/specs/ files/Viper_Small_LED_turtle_spec_sheet.pdf

Accessories and Services (Ordered Separately)

Catalog Number	Description
SCP-REMOTE	Remote control for SCP/_F option. Order at least one per project to program and control.
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG*	SiteSync Wireless Bridge Node

*When ordering with SiteSync, one of the interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.
+ If needed, an additional Bridge Node can be ordered.

SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

Hubbell Control Solutions - Accessories (sold separately)

Catalog Number	Description	HCS System
NXOFM-1R1D-UNV	On-fixture Module (7-pin), On / Off / Dim, Daylight Sensor with HubbNET Radio and Bluetooth® Radio, 120-480VAC	NX Distributed Intelligence™
WIR-RME-L	On-fixture Module (7-pin or 5-pin), On / Off / Dim, Daylight Sensor with wiSCAPE Radio, 110-480VAC	wiSCAPE™ Lighting Control

For additional information related to these accessories please visit www.hubbellcontrolsolutions.com. Options provided for use with integrated sensor, please view specification sheet ordering information table for details.

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HUBBELL Lighting

TYPES: S3 THRU S8K

VIPER L OPTICS
STRIKE
LARGE VIPER LUMINAIRE

Cat.#
Job
Type
BEACON design · performance · technology
Approvals

SPECIFICATIONS

Intended Use:
The Beacon Viper luminaire is available in two sizes with a wide choice of different LED wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS. Luminaires are suitable for wet locations.

Construction:
- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and microcellular polyurethane foam gasket ensures a weather-proof seal around each individual optic.

Electrical:
- Luminaire accepts 100V through 277V, 50 Hz to 60 Hz (UNV), 347V, or 480V input.
- Power factor is ≥.90 at full load.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Ambient operating temperature -40°C to 40°C
- Surge protection - 20kA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Controls/Options:
- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the motion response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energent for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see www.beaconproducts.com/products/energen)
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance costs while optimizing light quality 24/7. For more details, see ordering information or visit: www.hubbelllighting.com/sitesync

Installation:
- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

Finish:
- IFS polyester powder-coat electrostatically applied and thermocured. IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 2604 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Certifications/Ratings:
- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Certified to UL 1598, UL 8750, and CSA C22.2 No.250.0
- 3G rated for ANSI C136.31 high vibration applications with MAF mounting
- IDA approved
- This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at: http://www.beaconproducts.com/products/viper_large

Warranty:
Five year limited warranty for more information visit: www.hubbelllighting.com/resources/warranty

PRODUCT IMAGE(S)

DIMENSIONS

A	B	C	D	Weight:	EPA
29.9" (741 mm)	24.19" (614 mm)	14.25" (362 mm)	4.13" (105 mm)	25.0 lbs (11.3 kg)	1.2 ft²

MOUNTING OPTIONS

CERTIFICATIONS/LISTINGS

C SP US · ida DARK SKY APPROVED · DLC DesignLights Consortium

*3000K and warmer CCTs only

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HUBBELL Lighting

ORDERING INFORMATION

ORDERING EXAMPLE: VPL/96L-280/4K7/4W/UNV//A/DBT/7PR-TL/GENI-04/BC

VPL							
SERIES	LED ENGINE	CCT/CRI[1]	ROTATION	VOLTAGE	COLOR	OPTIONS
VPL Viper	64L-135 135W LED array	3K7 3000K, 70 CRI	Leave blank for no rotation	UNV 120-277V	DBT Dark Bronze Textured	F Fusing
	80L-180 180W LED array	4K7 4000K, 70 CRI	L[3] Optic rotation left	120 120V	BMT Black Matte Textured	BSP Bird Spikes
	80L-235 235W LED array	5K7 5000K, 70 CRI	R[3] Optic rotation right	208 208V	PS Platinum Silver Smooth	BC Backlight control (limited to Type 4W only)
	96L-220 220W LED array			240 240V	WHT White Textured	
	96L-280 280W LED array			277 277V	CC Custom Color (RAL#)	
	96L-315 315W LED array			347 347V		
	96L-395 395W LED array			480 480V		

DISTRIBUTION
FR Type 1/Front Row
2 Type 2
3 Type 3
4 Type 4
4W Type 4 Wide
5QM Type 5QM
5QN Type 5QN
5R Type 5R (rectangular)
5W Type 5W (round wide)

MOUNTING
A Rectangular Arm (formerly RA) for square or round pole
MAF Mast Arm Fitter (formerly SF2) for 2-3/8" OD horizontal arm
K Knuckle (formerly PK2) limit to 45° tilt or 2-3/8" OD horizontal arm or vertical tenon
WB Wall Bracket
AD Universal Arm for square pole
AD3 Universal Arm for 2.4"-4.1" round pole
AD4 Universal Arm for 4.2" -5.3" round pole
AD5 Universal Arm for 5.5" -5.9" round pole
AD6 Universal Arm for 6.0"-6.5" round pole

CONTROL OPTIONS
7PR 7-Pin Receptacle only (shorting cap, photo control, or wireless control provided by others)
7PR-SC 7-Pin Receptacle w/Shorting Cap
7PR-TL 7-Pin Receptacle w/Twist Lock photo control
SCP/_F[1,2,5] Programmable Occupancy Sensor w/ daylight control (120-277 volts only)
WSP/_F[1,2] WASP Occupancy Sensor w/ daylight control (347 or 480 volts only)
GENI-XX[7] ENERGENI
SWP[1,4] SiteSync Pre-Commission
SWPM[1,2,4] SiteSync Pre-Commission w/ Sensor

HOUSE SIDE SHIELD ACCESSORIES
HSS/EVP-L/90-FB/XXX 90° shield front or back
HSS/EVP-L/90-LR/XXX 90° shield left or right
HSS/EVP-L/270-FB/XXX 270° shield front or back
HSS/EVP-L/270-LR/XXX 270° shield left or right
HSS/EVP-L/360/XXX Full shield
(Replace XXX with notation for desired finish color) (Refer to page 5 for shield images)

MOUNTING ACCESSORIES
VPL-AD-RPA3 2.4"-4.1" Round Pole Adapter for AD arm
VPL-AD-RPA4 4.2"-5.3" Round Pole Adapter for AD arm
VPL-AD-RPA5 5.5"-5.9" Round Pole Adapter for AD arm
VPL-AD-RPA6 6.0"-6.5" Round Pole Adapter for AD arm

PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.hubbell-automation.com/products/sitesync/ or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SMPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-L/80L-235/4K7/3/UNV/A/DBT/SWP/ SiteSync only
VP-L/80L-235/4K7/3/UNV/A/DBT/SWPM-40F/ SiteSync with Motion Control

[1] Not available with other wireless control or sensor options
[2] Specify mounting height; 8–9' or less, 40–9' to 40'
[3] Specify routine setting code (example GEN6-04). See ENERGENI brochure and instructions for setting table and options.

TYPES: S1 & S2

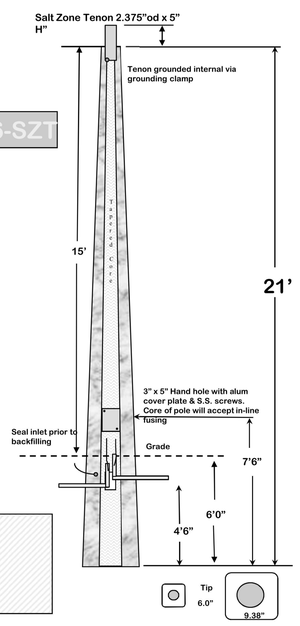
Utilities Structures Inc.
1.800.798.POLE

USI21TII-H-7646-SZT

Prestressed Concrete Pole

•Pole Weight= 1,490lbs
•EPA capacity= 10.0
•Wind speed= 160 mph Vult
•Exposure "C"
•Risk Category II
•Gust Factor= 1.2
•2017 FBC section 1609, 1819
•ASCE 7-10
•Min. Brk. Strength= 2600#
•Concrete= 6,500lbs @ 28 days
•Grd. Wire= #6 str. copper
•Strand= .500" @ 70% Ultimate
•Tenon= 2-3/8" OD "Salt Zone Tenon"
•Color= Natural Concrete

SELECT STRUCTURAL, LLC.
SHAWN R. ANDERSON P.E., S.E.



PROJECT:

TYPE: S3

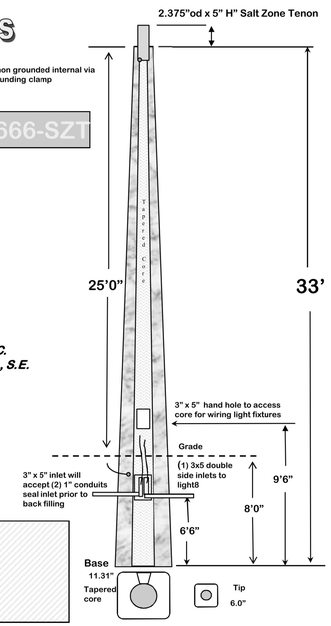
Utilities Structures Inc.
1.800.798.POLE

USI33TII-H-9666-SZT

Prestressed Concrete Pole

•Pole Weight= 1,490lbs
•EPA capacity= 7.0
•Wind speed= 180mph Vult
•Exposure "D"
•Risk Category II
•Gust Factor= 1.2
•2017 FBC 1620 HVHZ, 1819
•ASCE 7-10
•Min. Brk. Strength= 2600#
•Concrete= 6,500lbs @ 28 days
•Grd. Wire= #6 str. copper
•Strand= .500" @ 70% Ultimate
•Tenon= 2-3/8" OD
•Color= Natural Concrete

SELECT STRUCTURAL, LLC.
SHAWN R. ANDERSON P.E., S.E.



PROJECT:

TYPE: S3K

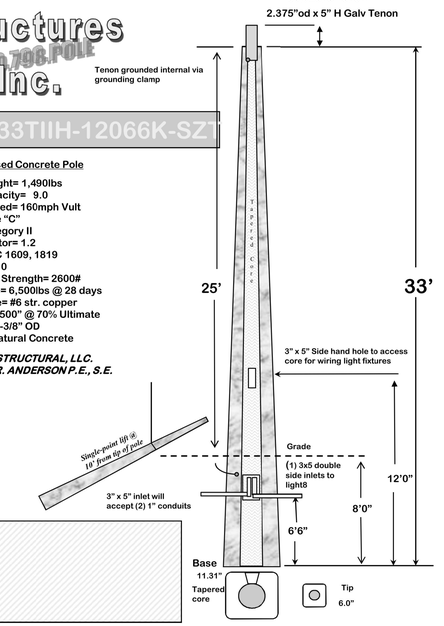
Utilities Structures Inc.
1.800.798.POLE

USI33TIIH-12066K-SZT

Prestressed Concrete Pole

•Pole Weight= 1,490lbs
•EPA capacity= 9.0
•Wind speed= 160mph Vult
•Exposure "C"
•Risk Category II
•Gust Factor= 1.2
•2014 FBC 1609, 1819
•ASCE 7-10
•Min. Brk. Strength= 2600#
•Concrete= 6,500lbs @ 28 days
•Grd. Wire= #6 str. copper
•Strand= .500" @ 70% Ultimate
•Tenon= 2-3/8" OD
•Color= Natural Concrete

SELECT STRUCTURAL, LLC.
SHAWN R. ANDERSON P.E., S.E.



PROJECT:

TYPES: S4,S5,S6 & S7

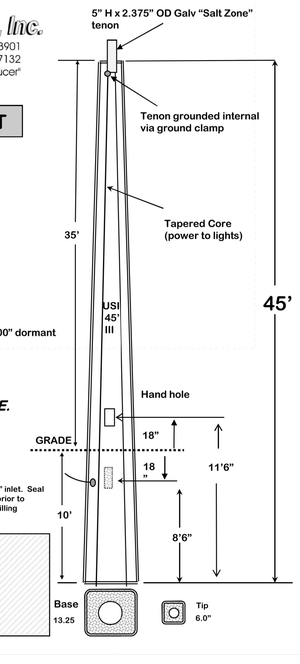
Utilities Structures, Inc.
PO Box 9303 Ft Myers, Fl. 33901
Ph. 1-800-798-7653 Fax. 1-941-332-7132
"Your Prestressed Concrete Pole Producer"

USI45TIII-11686-SZT

Prestressed Concrete Pole

•Pole Weight= 4,320lbs
•EPA capacity of pole =
•Wind speed= 160mph Vult
• Exposure C
•Risk Category = II
•Wind gust = 3 seconds
•Gust Factor= 1.2
•2014 FBC 1609 & 1819
•ASCE 7-10
•Min. Brk. Strength= 3,500#
•Concrete= 6,500lbs @ 28 days
•Grd. Wire= #6
•Strand= .500" @ 70% Ultimate + (4) .500" dormant
•Spiral wire = continuous basic .162
•Tenon= 2 3/8" OD x 5" Hgt.
•Color= Natural Concrete

Select Structural, LLC.
Shawn R. Anderson, P.E., S.E.



Project:

TYPES: S5K & S8K

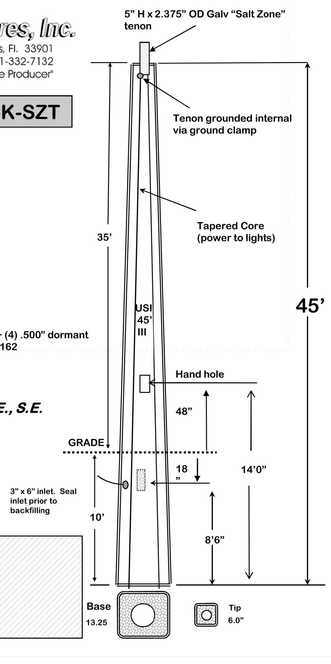
Utilities Structures, Inc.
PO Box 9303 Ft Myers, Fl. 33901
Ph. 1-800-798-7653 Fax. 1-941-332-7132
"Your Prestressed Concrete Pole Producer"

USI45TIII-14086-K-SZT

Prestressed Concrete Pole

•Pole Weight= 4,320lbs
•EPA capacity of pole =
•Wind speed= 160mph Vult
• Exposure C
•Risk Category = II
•Wind gust = 3 seconds
•Gust Factor= 1.2
•2014 FBC 1609 & 1819
•ASCE 7-10
•Min. Brk. Strength= 3,500#
•Concrete= 6,500lbs @ 28 days
•Grd. Wire= #6
•Strand= .500" @ 70% Ultimate + (4) .500" dormant
•Spiral wire = continuous basic .162
•Tenon= 2 3/8" OD x 5" Hgt.
•Color= Natural Concrete

Select Structural, LLC.
Shawn R. Anderson, P.E., S.E.



Project:

APOLLO ENGINEERING, LLC
CONSULTING ENGINEERS
CA-28878
6544 U.S. Hwy 19 North, Suite 1, New Port Richey, FL 34652
Phone: 727.372.2428 Fax: 727.375.3486
Cert. # 31763, Suite 2, Tampa, FL 33615-3403
Jak #10682

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CLIENT:
CRIBB PHILBECK WEAVER GROUP
3918 N. HIGHLAND AVENUE
TAMPA, FL 33603
PHONE - (813) 361-2644

PROPOSED PROJECT FOR:
PUBLIX STORE #1102
TAYLOR CREEK COMMONS
1851 N. US HIGHWAY 1
FORT PIERCE, FL 34946

REVISIONS
1 2 3 4 5 6

SCALE: NONE
DRAWN BY: CMD/JCK
CHECKED BY: HAS
ISSUE DATE: 07.30.08
PROJECT: 10082

SHEET TITLE
POLE CUT SHEETS

SHEET NUMBER
PS2.1

TYPES: S6 & S7

BEACON PRODUCTS

TYPE: QTY: 1

CATALOG # BHB2/2-38/**/MOD HORIZONTAL

ALL CAST ALUMINUM PARTS ARE COPPER FREE ALLOY A356
ALL EXTRUDED ALUMINUM PARTS ARE ALLOY 6061-T6

LENS: BYPC IV LED LENSES

LIGHT SOURCE: 96NB-280 LED ENGINE AND DRIVER COMBINATION

VOLTAGE: 120 THROUGH 277 VOLTS Hz: 60

ELECTRICAL OPTIONS: LSP(LIGHTNING SURGE PROTECTOR, INCLUDED AS STANDARD).

FIXTURE SHALL BE NRTL LISTED FOR WET LOCATION
FASTENERS: ALL FASTENERS ARE STAINLESS STEEL
(TAMPER RESISTANT OPTIONAL, SPANNER HD (SNAKE EYE) SPECIAL TOOL REQUIRED, NOT PROVIDED)

FINISH: BEACOTE V
POLYESTER POWDER COAT ELECTROSTATICALLY APPLIED AND THERMOCURED.
COLOR: BASIC BRONZE.

DRAWING NUMBER: SUBMIT\SUB-0008672 C.H. 09-11-13

APPROVED BY: S.M. S.B.

SALES ORDER NUMBER: _____
COMPANY NAME: _____
SPECIFIER NAME: _____
SIGNATURE: _____ DATE: _____

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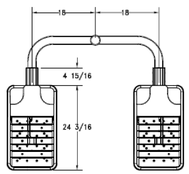
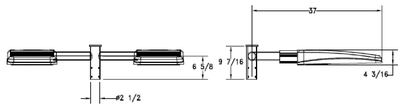
BHB2/2-38/**/MOD HORIZONTAL ARM





2041 58th AVENUE CIRCLE EAST, BRADENTON, FL 34203 • PHONE: (941) - 755 - 6694 • FAX: (941) - 751 - 5535

TYPES: S1 THRU S5K & S8K

BEACON design . performance . technology
www.beaconproducts.com

Type:
Project Name:
Notes:

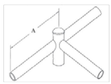
rev. 10.12.2015
SPOKE
Arms

Sample Ordering: SB2 / 12 / 2-38 / BBT
A B C D

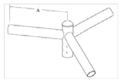
SPOKE - ONE LIGHT

SPOKE - TWO LIGHTS @ 180°

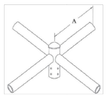
SPOKE - THREE LIGHTS @ 90°



SPOKE - THREE LIGHTS @ 120°



SPOKE - FOUR LIGHTS @ 90°



The Spoke Bracket is shipped with removable cap and mounting hardware assembled

A. MODEL

SB1	Spoke - one light
SB2	Spoke - two lights @ 180 °
SB3-90	Spoke - three lights @ 90°
SB3-120	Spoke - three lights @ 120°
SB4	Spoke - four lights @ 90°

B. ARM LENGTH

8	8"
12	12"
15	15"
24	24"
30	30"
36	36"

C. POLE TENON Ø

2-38	Ø 2 3/8"
2-78	Ø 2 7/8"
4-00	Ø 4"

D. COLOR

BBT	basic black textured
BMT	black matte textured
WHT	white textured
MBT	metallic bronze textured
BZT	bronze textured
DBT	dark bronze textured
GYS	gray smooth
DPS	dark platinum smooth
GNT	green textured
MST	metallic silver textured
MTT	metallic titanium textured
OWI	old world iron
RAL	_____

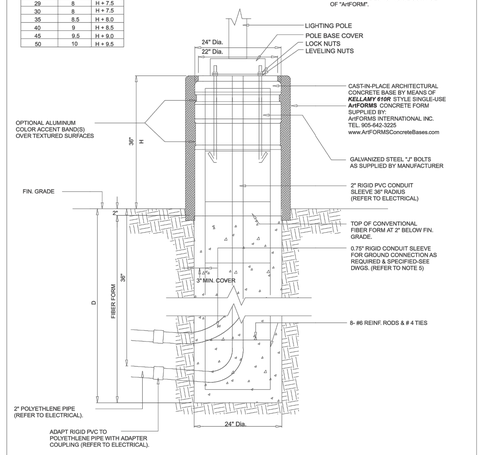
Due to our continued efforts to improve our products, product specifications are subject to change without notice.

TYPES: S3K, S5K & S8K

www.ArtFORMSConcreteBases.com

POLE LENGTH (ft.)	BASE BURIAL DEPTH D (ft.)	REINF. ROD LENGTH (ft.)
10	5	H + 4.5
19	7	H + 6.5
23	7	H + 6.5
25	7	H + 6.5
29	8	H + 7.5
30	8	H + 7.5
35	8.5	H + 8.0
40	9	H + 8.5
45	9.5	H + 9.0
50	10	H + 9.5

NOTES:
1. ALL DIMENSIONS ARE IN NOMINAL FEET OR INCHES
2. TOP OF FOUNDATION SHALL BE TROWELLED SMOOTH & LEVEL.
3. CLASS OF CONCRETE SHALL BE 3000 P.S.I. CONCRETE SHALL BE VIBRATED.
4. MINIMUM OF TWO SLEEVES REQUIRED FOR EACH CONC. FOUNDATION UNLESS OTHERWISE SHOWN.
5. PROVIDE A G.75" DIA. 10' STEEL COPPER COATED GROUND ROD ADJACENT TO POLES AS SPECIFIED ON PLAN AND CONNECT TO METAL POLE WITH BARE COPPER CONDUCTOR.
6. CONTRACTOR TO VERIFY OPENING SIZE IN POLE BASE PLATE PRIOR TO SETTING CAST SLEEVES.
7. SUBJECT TO SOIL CONDITIONS, REFER TO SOIL REPORT.
8. FORM RELEASE AGENT HAS BEEN FACTORY-APPLIED TO INSIDE SURFACE OF "ArtFORMS".



ArtFORMS®
KELLAMY
610R

NOTE:
Where applicable, this detail drawing should be modified to meet local requirements.

DRAWING TITLE
LIGHTING POLE, FLAGPOLE, SIGN AND COLUMN BASE

DATE	JOB NO.	SCALE	DWG. NO.

PLOT @ 3/32"=1"

APOLLO ENGINEERING, LLC
CONSULTING ENGINEERS
CA-28878
6544 E. Hwy. 1, Suite 1, Port St. Lucie, Florida, FL 34952
Phone: 772.343.9438 Fax: 772.343.9439
Jn. #10042
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CLIENT:
CRIBB PHILBECK WEAVER GROUP
3918 N. HIGHLAND AVENUE
TAMPA, FL 33603
PHONE: (813) 361-2644

PROPOSED PROJECT FOR:
PUBLIX STORE #1102
TAYLOR CREEK COMMONS
1851 N. US HIGHWAY 1
FORT PIERCE, FL 34946

REVISIONS
1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

SCALE: NONE
DRAWN BY: CM/DJ/CK
CHECKED BY: HAS
ISSUE DATE: 07-30-08
PROJECT: 10082

SHEET TITLE
SITE CUT SHEETS

SHEET NUMBER
PS2.2

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2414009 OR BOOK 1982 PAGE 953
Recorded:06/02/04 12:03

* Doc Assump: $ 0.00
* Doc Tax : $ 39,900.00
* Int Tax : $ 0.00

THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:

Geoffrey S. Mombach, Esq.
Mombach, Boyle & Hardin, P.A.
500 East Broward Boulevard, Suite 1950
Fort Lauderdale, Florida 33394

Property Appraiser's Parcel
Identification No. 1433-440-0005-000/0

WARRANTY DEED

THIS INDENTURE, made this 19 day of May, 2004, between TAYLOR CREEK COMMONS, L.L.C., a Delaware limited liability company ("Grantor") whose address is: 5801 Congress Avenue, Boca Raton, Florida 33487 and TAYLOR CREEK, LLC, a Florida limited liability company ("Grantee") whose address is: 8000 SW 87th Avenue, Miami, Florida 33143.

WITNESSETH: That said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, attached hereto and made a part hereof as Exhibit "A":

> SUBJECT TO: Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; and taxes for the year 2004 and subsequent years.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	1889 N US HIGHWAY 1
Parcel ID:	1433-440-0005-000-0
Account #:	11539
Map ID:	14/33S
Use Type:	1600
Zoning:	C3
City/County:	Fort Pierce

Ownership

Real Sub LLC

PO Box 32018
Lakeland, FL 33802

Legal Description

33 34 40/3 35 40/4 35 40 COM SE COR SEC 33-34-40 RUN S 89 11 58 W 97.22 FT TO W R/W US #1(BEING 200 FT WIDE) AND POB,TH S 28 05 56 E 108.93 FT,TH S 61 54 04 W 307.31 FT TO A CURVE CONCAVE SELY,R OF 30 FT,TH ALG ARC 34.86 FT TO A CURVE CONCAVE SELY,R OF 60 FT,TH ALG ARC 134.47 FT,TH S 88 52 59 W 256.75 FT TO ELY R/W CANAL C-25 AND CURVE CONCAVE SWLY,R OF 830 FT,TH NWLY ALG CANAL E R/W LI 188.08 FT,TH N 49 04 02 W 261 FT,TH N 20 50 01 W 39.12 FT TO S LI SECT 33,TH CONT NWLY 31.57 FT,TH N 40 55 58 E 261.60 FT,TH ALG ARC 147.54 FT,TH N 07 20 00 E 184.22 FT TO CURVE CONCAVE NELY,R OF 60 FT,TH ALG ARC 5307 FT,TH S 07 20 00 W 129.25 FT TO CURVE CONCAVE NELY,R OF 25 FT,TH ALG ARC 33.44 FT TO A CURVE CONCAVE NELY, R OF 112.50 FT, TH ALG ARC 57.28 FT, TH S 40 07 28 E 107.68 FT TO A CURVE CONCAVE NLY, R OF 25 FT,TH ALG ARC 39.27 FT,TH N 49 52 32 E 77.63 FT TO A CURVE CONCAVE SELY,R OF 143.96 FT,TH ALG ARC 44.83 FT,TH N 28 05 56 W 15.66 FT,TH N 89 07 15 E 205 FT,TH S 28 05 56 E 49.48 FT,TH S 89 DEG 07 MIN 15 SEC W 167.94 FT TO A CURVE CONCAVE SELY,R OF 103.96 FT,TH ALG ARC 12.91 FT TO CURVE CONCAVE SELY,R OF 25 FT,TH ALG ARC 35.39 FT,TH S 28 05 56 E 167.91 FT TO A CURVE CONCAVE NELY,R OF 25 FT,TH ALG ARC 27.39 FT,TH N 89 07 15 E 189.75 FT,TH S 28 05 56 E 116.19 FT TO POB (9.82 AC) (OR 4110-1176)

Total Areas

Finished/Under Air (SF):	54,890
Gross Area (SF):	60,233
Land Size (acres):	9.82
Land Size (SF):	427,759

Current Values

Just/Market Value:	$3,883,500
Assessed Value:	$3,883,500
Exemptions:	$0
Taxable Value:	$3,883,500

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Commercial	GC	C-2
South	Residential	GC	C-2
East	FDOT Right of Way (US1)		
West	Taylor Creek		

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	GC	C-2	54,890	9.47	X
****Proposed**	GC	C-2	64,239	9.47	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 6,861.3
**Proposed Zoning/FLU	Total gallons per day 8029.9
**Change in Demand	Total gallons per day 1168.6

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 5489
**Proposed Zoning/FLU	Total gallons per day 6423.9
**Change in Demand	Total gallons per day 934.9

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	The existing stormwater pond was originally designed and permitted for 322,780 sf impervious area. There was a 9900 sf addition shown on the South side of the Publix building that was never constructed. The proposed development will have 318,560 sf impervious which is 4220 less than originally designed.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	4261	472 PM
****Proposed Zoning/FLU**	5488	622 PM
***Change in Demand**	Trips 1227	Trips 150 PM Peak Hour
Impact to Capacity	Minimal	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☐ Yes ☑ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage): 64,239
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Super Market	1	46,013	9.47	October 2018	December 2019

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☑ Yes ☐ No
If yes, what is the size of the structure(s) to be demolished or re-used? See attached Traffic Impact Statement

2. What is the current use of the structure to be demolished or re-used? Shopping Center & Retail

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☑ Yes ☐ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: Request to exempt 32,104 sf super market being demolished.

** Complete section if requesting a change in zoning, future land use, or expanding

CPWG

July 31, 2018

City of Fort Pierce
Planning Department
100 North US 1
Fort Pierce, FL 34950

RE: Publix Super Market
Taylor Creek Commons

Attn: Brandon Creagan

Traffic Impact Statement

The retail center at Taylor Creek Commons is currently a 22,786 sf shopping center plus a 32,104 sf Super Market. The proposed development will demolish 3,360 sf of the retail center and not reconstruct. In addition, 1200 sf of leasable retail space will be demolished for the new super market. The resulting leasable shopping center space will be 18,226 sf. A new 46,013 sf super market will also be constructed.

Existing Daily Trips

Use	Area (sf)	ITE Code #	Avg. Rate (per 1000 sf)	No. of Trips
Shopping Center	22,786	820	42.94	979
Super Market	32,104	855	102.24	3,283
Total	54,890			4,261

Proposed Daily Trips

Use	Area (sf)	ITE Code #	Avg. Rate (per 1000 sf)	No. of Trips
Shopping Center	18,226	820	42.94	783
Super Market	46,013	855	102.24	4705
Total	64,239			5,488

Existing PM Peak Hour Trips

Use	Area (sf)	ITE Code #	Avg. Rate (per 1000 sf)	No. of Trips
Shopping Center	22,786	820	3.75	86
Super Market	32,104	855	12.02	386
Total	54,890			472

Proposed PM Peak Hour Trips

Use	Area (sf)	ITE Code #	Avg. Rate (per 1000 sf)	No. of Trips
Shopping Center	18,226	820	3.75	69
Super Market	46,013	855	12.02	553
Total	64,239			622

Environmental
Landscape Architecture
Parks & Trails
Pavement Management
Planning
Stormwater
Transportation
Utilities
Water Resources

3918 N. Highland Ave
Tampa, FL 33603

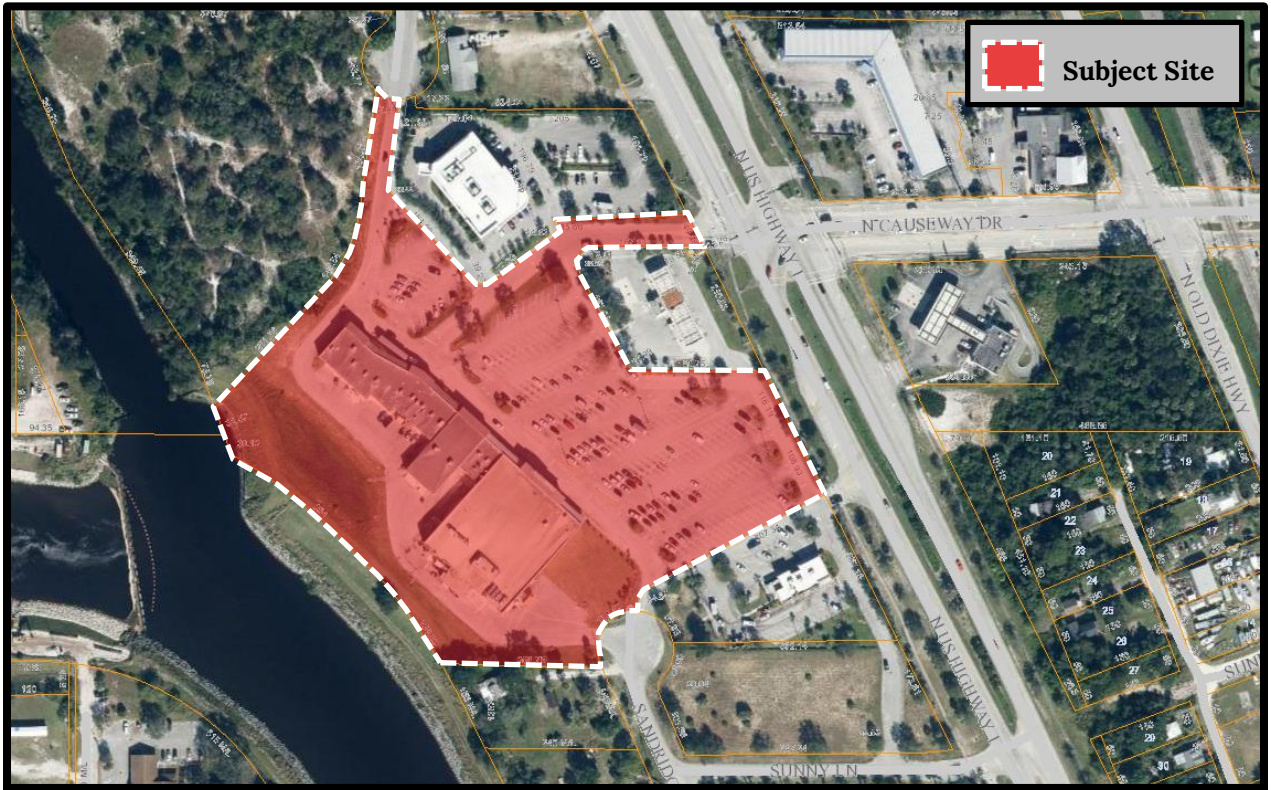
P: 813-361-2644
F: 813-223-2469

The proposed development will be an increase of 1,227 trips per day and an increase of 150 P.M. Peak hour trips per day.

Should you need any additional information please contact me at your earliest convenience.

Respectfully,

Jason Kendall



THE SUNRISE CITY
FORT PIERCE
Florida

Development Review & Design Review
Publix – 1889 N. US Hwy 1
Aerial Map

N
W E
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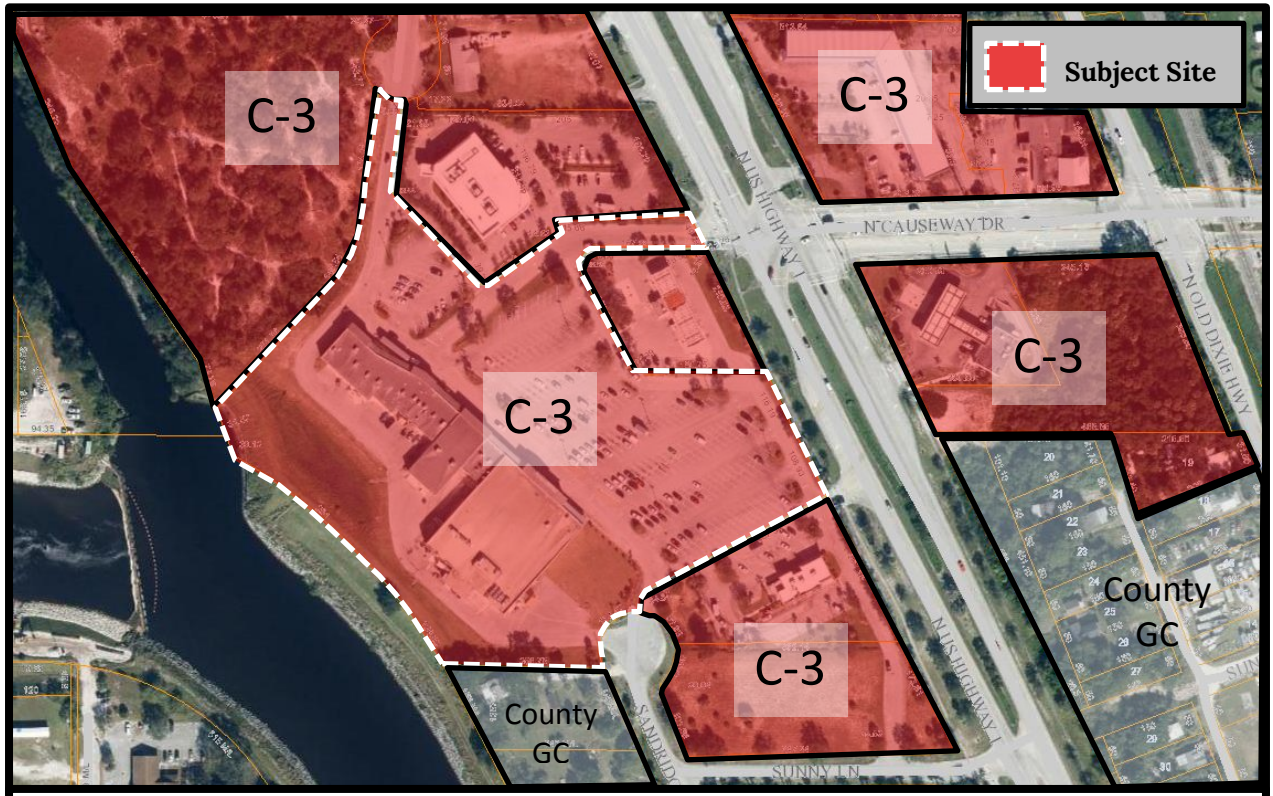

THE SUNRISE CITY FORT PIERCE Florida

Development Review & Design Review
Publix – 1889 N. US Hwy 1
Zoning Map

N W E S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

August 16, 2018

Jason Kendall
1012 Avon Avenue
Lakeland, FL 33801

SUBJECT: **Publix – 1889 N. US Hwy 1**
TECHNICAL REVIEW PROJECT: # 18-07000006
DEVELOPMENT REVIEW

Comments:

1. Please update the Development Review application to include the proposed square footage that is being built on site rather than the square footage of the entire plaza.

2. Before a CO is issued please provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.

3. Please provide parking space dimension on the parking plan to verify that they are consistent with City Code 22-60, Off-Street Parking and Loading

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: Bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

REC
SEP 05 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Publix at Taylor Creek Site Plan – 1889 N. US Hwy. 1
TRC No. 18-070000006

DATE : August 30, 2018

This is to advise you that we have completed the review of the following documents as received by this office on August 0, 2018:

- ☑ Site Plan
- ☐ P/D Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend

- ☑ Approval of Site Plan
- ☐ 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 engineering advisory comments

Q:\ENGINEERING\Site Development Projects\P\Publix - Taylor Creek\Site Plan\Submittal No. 2 - 083018\SP Approval- 083018.docx

ADVISORY COMMENTS:

1. The drainage plan is conceptual at this point and will be reviewed in depth at the time of application for a Site Work permit.
2. The applicant shall be made aware that an FDOT Drainage Connection permit and a SFWMD Permit Modification will be required at time of application for Site Work Permit.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: August 16, 2018
Property Address: 1889 N. US Hwy. 1 – Development & Design Rev.
Property Name:
Project Name: Publix
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☑ 2. Pre-construction meeting with the City's Building Department is requested.
So that we can coordinate Demo, Relocation of tenants & Reconstruction

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 8/14/18

FPUA Comments

Site Plan - Publix - 1889 N. US Highway 1

· W/WW Engineering: FPUA has received Utility Plans for this project. The plans were reviewed and returned to the Engineer, with comments and feedbacks, to be adjusted and resubmitted.

· Electric & Gas Engineering: Electric on west side of building will be relocated according to survey of new property.

August 13th , 2018

Project: **Publix 1889 N US Highway No 1**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) Under the heading "Bearing Basis" you omitted the ***W*** on the bearing.
2) I understand that the survey is being performed to ALTA / NSPS standards. However, it is not an acceptable type of survey per the Standards of Practice. The type of survey that was performed is a "Boundary Survey". Please revise.
3) Please add to the General Notes. "The expected use of the survey and map is commercial" and "All measurements are in accordance with the United States standard, in feet."
4) Please include the Company's "LB number" on the face of the survey.
5) At all property corners, if set, please indicate what is stamped on the cap. At all property corners found, please indicate if there is no cap or if there is a cap, what it is stamped. Your legend only indicates with a symbol weather the corner was set or found.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

CPWG

RECEIVED
AUG 29 2018
CITY OF FORT PIERCE
PLANNING & ZONING

August 27, 2018

City of Fort Pierce
Planning Department
100 North US 1
Fort Pierce, FL 34950

RE: Publix Super Market
Taylor Creek Commons
Technical Review #18-07000006

Attn: Brandon Creagan

In response to your comments below, we offer the following responses (in bold).

1. Please update the Development Review application to include the proposed square footage that is being built on site rather than the square footage of the entire plaza.
   The Development Review Application has been revised to include the proposed square footage being built rather than the square footage of the entire plaza. The square footage breakdown has also been added to the Cover Sheet of the Site Plans.

2. Before a CO is issued please provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.
   A landscape bond will be provided for all proposed landscaping prior to CO.

3. Please provide parking space dimension on the parking plan to verify that they are consistent with City Code 22-60, Off-Street Parking and Loading.
   Parking space dimensions are shown on sheets C4.1 and C4.2.

Should you need any additional information please contact me at your earliest convenience.

Respectfully,

Jason Kendall

Environmental
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Tampa, FL 33603

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CPWG

August 27, 2018

RECEIVED
AUG 29 2018
CITY OF FORT PIERCE
PLANNING & ZONING

City of Fort Pierce
Planning Department
100 North US 1
Fort Pierce, FL 34950

RE: Publix Super Market
Taylor Creek Commons
Technical Review #18-07000006

Attn: John Andrews, P.E.

In response to your comments below, we offer the following responses (in bold).

1. The submitted survey was not signed or sealed. In accordance with the City of Fort Pierce Code of Ordinance Section 17-27(a)(7), please provide a Boundary and Topographic Survey signed and sealed by a Florida Registered Land Surveyor.
   The survey included in the revised plans has been signed and sealed.

2. Update the site plan to identify the location of the drive-thru pharmacy.
   The drive-thru pharmacy is now labeled on the revised plans.

3. The drive-thru pharmacy detail located on plan sheet C4.30 shall be revised to provide a minimum drive-thru lane width of 12'.
   The drive-thru pharmacy detail has been revised on sheet C4.3. The dimension has also been updated on sheet C4.1.

Should you need any additional information please contact me at your earliest convenience.

Respectfully,

Jason Kendall

Environmental
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Stormwater
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Water Resources

3918 N. Highland Ave
Tampa, FL 33603

P: 813-361-2644
F: 813-223-2469

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Publix Site Plan & Design Review

NOTICES PROVIDED PURSUANT TO: City Code 22-143

NOTICE BY NEWSPAPER: Sunday, September 16, 2018

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 9/19/18

City Commission Regular Meeting **12.e.**

Meeting Date: 10/01/2018

Re: Conditional Use - Word of Faith Christian Academy - 907 N. 13th Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owner, The Love Center Regeneration Ministries and Applicant Natalee Edwards, to operate a private K-12 school with a proposed max enrollment of 120 students at 907 N. 13th Street, Fort Pierce, FL. The property is zoned Planned Unit Redevelopment Zone (PUR), Parcel ID(s): 2404-813-0031-000-8, 2404-813-0034-000-9, 2404-813-0033-000-2, & 2404-813-0032-000-5.

SUMMARY:

- In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a private school (Word of Faith Christian Academy) at the Love Center Regeneration Ministries.
- The school will be incorporating both a traditional and virtual school component to the site. This will mean that not all students will be on site at the same time. All lessons and curriculum will be personally tailored to each student.
- The school is anticipated to open sometime during the 2018-2019 school year with grades kindergarten to twelfth (K-12), and an anticipated first year enrollment between thirty to fifty (30-50) students.
- The staff will consist of 5 Teachers, 1 Principal, 1 Vice Principal, 1 or 2 Administrative Staff, and 1 Janitor.
- The school will be in operation from 8:00 a.m. to 3:30 p.m. and classroom instruction hours will be from 8:30 a.m. to 3:00 p.m.
- Besides parent drop off and pick up, there will be a 15 seat van that will be available to pick up any students that needs to be picked up from home. Students will also have the option to walk and ride their bikes to the school.
- The Planning Board at their meeting on September 11, 2018 voted unanimously to recommend approval for the request as presented.

RECOMMENDATION:

Approve with Conditions

1. A Change of Use permit must be filed and with the Building Department and approved before the school can begin operations.

2. A landscape plan that demonstrates compliance with City Code 22-187, General Landscaping requirements must be submitted with the Change of Use building permit.

3. A lighting plan or photometric survey must be submitted with the Change of Use building permit that verifies lighting in the parking lot is in accordance with City Code 22-60 (j).

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:
Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Planning Staff Report
Application & Supporting Documents
TRC Comments
TRC Comment Response from Applicant
Aerial Map
Zoning Map
Public Certification Notification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/25/2018 05:14 PM

Form Started By: Brandon Creagan
Started On: 09/19/2018 01:31 PM
Final Approval Date: 09/25/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Conditional Use with No New Construction**
Word of Faith Christian Academy
907 N. 13th Street

DATE: September 19, 2018

STAFF REPORT

Property Owner/Applicant: The Love Center Regeneration Ministries
907 N. 13th Street
Fort Pierce, FL 34950

Representative: Natalee Edwards
Word of Faith Christian Academy
907 N. 13th Street
Fort Pierce, FL 34950

Requested Action: Approval with conditions for a Conditional Use with No New Construction to operate a private K-12 school with a proposed max enrollment of 120 students at the Love Center Regeneration Ministries

Site Location: 907 N. 13th Street

Parcel ID: 2404-813-0031-000-8

Parcel Size: 1.18 acres

Current Zoning: PUR, Planned Unit Redevelopment

Future Land Use: RM, Medium Density Residential

Surrounding Zoning:

North	East	South	West
C-2/R-4	C-2/R-4	C-2/R-4	R-4

Staff Analysis:

In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a private school (Word of Faith Christian Academy) at the Love Center Regeneration Ministries.

The proposed private school will be located at 907 N. 13th Street. The proposed property that the private school will operate on is owned by the Love Center Regeneration Ministries & the applicant for the project Natalee Edwards. The subject property is zoned PUR, Planned Unit Redevelopment with a Future Land Use Designation of RM, Medium Density Residential. The properties to the north, south and east are zoned C-2, Neighborhood Commercial and R-4, Medium Density Residential. The properties to the west are all zoned R-4, Medium Density Residential.

The school will be incorporating both a traditional and virtual school component to the site. This will mean that not all students will be on site at the same time. All lessons and curriculum will be personally tailored to each student. The school is anticipated to open sometime during the 2018-2019 school year with grades kindergarten to twelfth (K-12), and an anticipated first year enrollment between thirty to fifty (30-50) students. During the first year there will be five (5) classrooms that will have at least eighteen (18) students in the large classrooms and six to 10 (6-10) students in the smaller classrooms. The final anticipated enrollment will be one hundred twenty (120) students.

The staff will consist of 5 Teachers, 1 Principal, 1 Vice Principal, 1 or 2 Administrative Staff, and 1 Janitor. No meals are proposed to be made onsite. The school will be in operation from 8:00 a.m. to 3:30 p.m. and classroom instruction hours will be from 8:30 a.m. to 3:00 p.m. There are no plans for any before or after school care as well as no plans for any after school activities. Besides parent drop off and pick up, there will be a 15 seat van that will be available to pick up any students that needs to be picked up from home. Students will also have the option to walk and ride their bikes to the school.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed private K-12 school based on compliance with the requirements of the City Code. The comments generated by the Technical Review Committee are provided for your review.

Planning Board:

The Planning Board at their meeting on September 11, 2018 voted unanimously to recommend approval for the request as presented.

Public Notification:

131 letters were mailed to property owners within 500 feet of the subject property. 0 letters have been received in favor of the request and 0 letters have been received in opposition to the request. An update will be given at the City Commission meeting.

Staff Recommendation:

The requested Application for Conditional Use with New Construction is found to be consistent with the requirements of the city code and the comprehensive plan; therefor staff recommends that the City Commission approve the request with the following conditions:

1. A Change of Use permit must be filed and with the Building Department and approved before the school can begin operations.
2. A landscape plan that demonstrates compliance with City Code 22-187, General Landscaping requirements must be submitted with the Change of Use building permit.
3. A lighting plan or photometric survey must be submitted with the Change of Use building permit that verifies lighting in the parking lot is in accordance with City Code 22-60 (j).

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
JUL 27 2018
CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 907 N 13th Street Fort Pierce FL 34950

Parcel ID #(s) 2404-813-0031-000-8

Project description Christian Academy K-12 Virtual/Traditional

The Love Center Regeneration Min.
Property Owner(s)
907 N. 13th Street
Street Address
Ft. Pierce FL 34950
City State Zip
772-361-5998
Phone Number
jrsports.jr@yahoo.com
Email Address

Word of Faith Christian Academy
Applicant/Representative, Title, Company
907 N 13th Street
Street Address
Ft. Pierce FL 34950
City State Zip
954-822-9563
Phone Number
nataleeedwards130@gmail.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 love Center Reg. min., Inc President
Property Owner(s) Signature(s)

STATE OF FLORIDA -- St Lucie COUNTY
The foregoing instrument was acknowledged before me this 20 day of July, 2018, by Jeanne Ryant who is personally known to me or has produced _____ as identification.

Signature of Notary

KRISTIE KIRSTEIN
Notary Public - State of Florida
My Comm. Expires Feb 27, 2019
Commission # FF 172764
Bonded through National Notary Assn.

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3227

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

❑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑ As-built survey;
  - ❑ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑ Lighting plan
- ❑ Complete, notarized application

Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 8250 SF Parking Spaces: 27

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

North	South	East	West
Residential	Residential	Residential	Residential

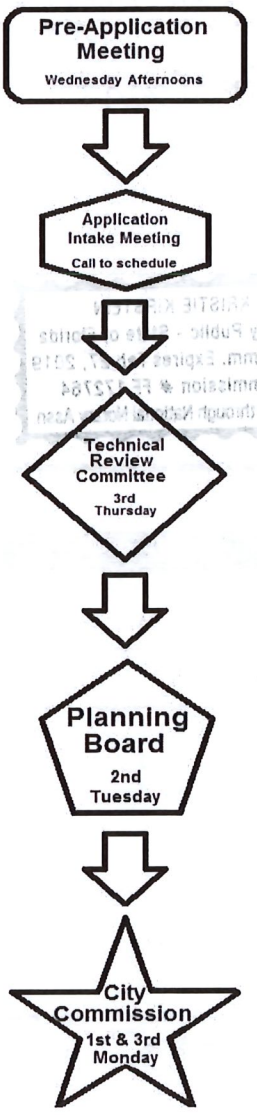
The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



Narrative of Word of Faith Christian Academy

Word of Faith Christian Academy will be operating as a not-for-profit 501(c)3 faith-based ministry providing virtual and traditional education in and around the community of its location. We are offering a personalized education for all students especially those who are deemed, "at-risk." Personalized education is possible because we offer small class sizes and low teacher-to-student ratio.

In our first year, we expect to enroll between 35-50 students and gradually grow to a maximum of 120 students, serving grades K-12. Our standard class size will be 18 students and small classrooms will be between 6 -10 students. Our normal hours of operation will be from 8am to 3:30pm, (Classroom hours are from 8:30am to 3pm). Since most of the students live within close proximity to the campus, those students will walk or ride bicycles. Students who live outside the area will be transported in 15-seater passenger vehicle(s).

EXIST. BLDG. C

EXIST. BLDG. B

EXIST. BLDG. A

N. 13TH ST.

H ST.

DRY DETENTION AREA

19 Parking Spaces

8 Parking Spaces

PUMP, TIMECLOCK, CONTROLLER

EXIST. BLDG. E

DRY DETENTION AREA

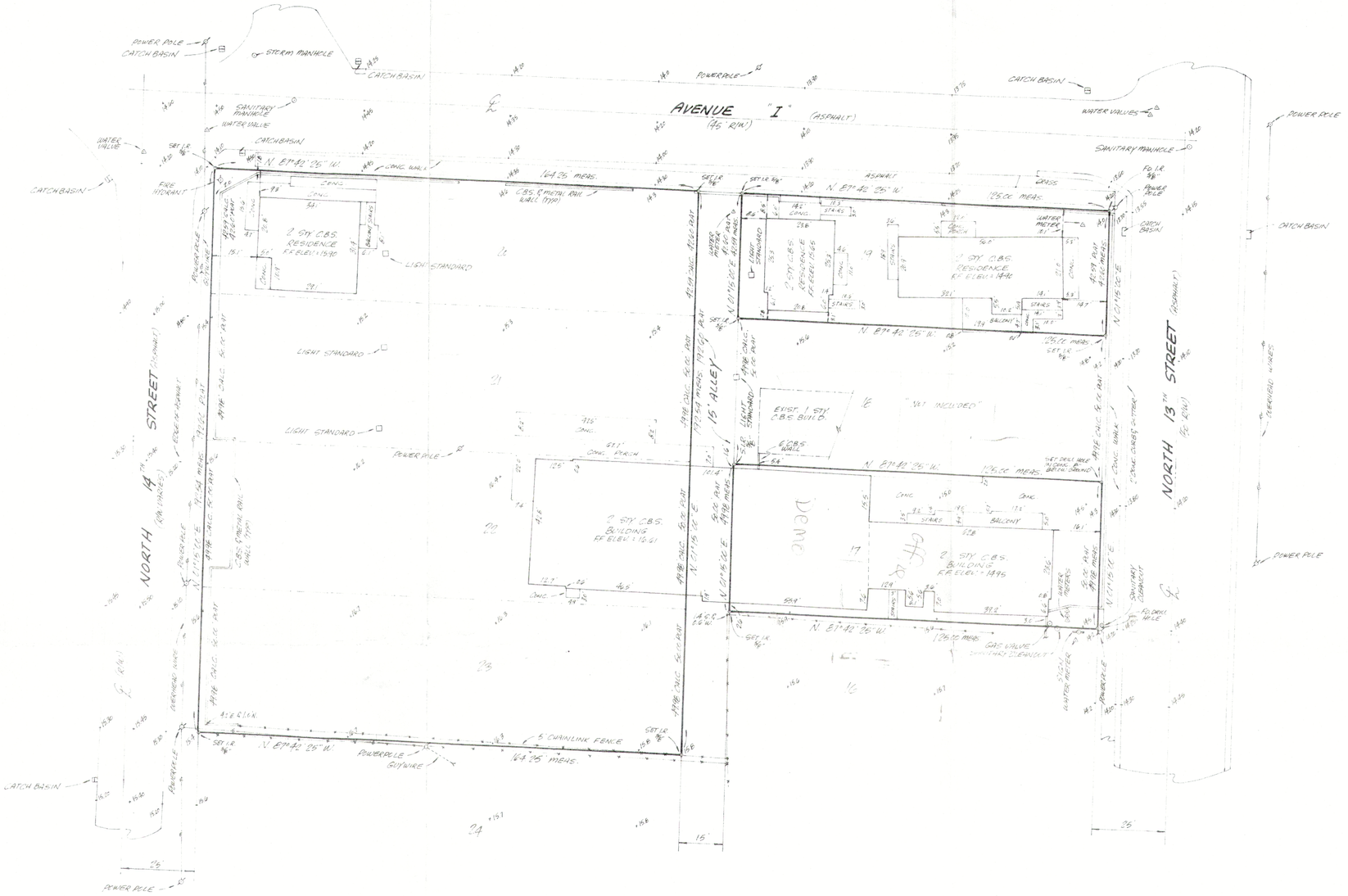
SOD

FENCE

HC

Building E	-	**2,548**
		1,230
		3,090
		6,868 sq. ft.

1/300 sq. ft.	23 Spaces
8 per Classroom	40 Spaces



NORTH

DESCRIPTION:

Lots 17,19,20,21,22,23, Block 3, of WILLIE JOHNSON SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 8, Page 46 of the Public Records of St. Lucie County, Florida.

SURVEYOR'S NOTES:

1. Lands shown hereon were not abstracted or researched by this office for Rights-of-Ways, Easements of record, Reservations, Ownership, Abandonment, Deed Restrictions, Zoning Regulations or Zoning Set back Lines, Land use Plan Designation, adjoining deeds or Murphy Act Deeds.
2. Legal Description shown hereon were provided by the client and/or his agent.
3. Bearings shown hereon are based upon a bearing of N02° 25' 57"E, along the centerline of North 13th Street.
4. Fence corners located only, unless otherwise noted.
5. The subject property has no visible man-made improvements other than those shown hereon.
6. Size, Type and elevation of underground Utilities were not obtainable in the field.

SPECIFIC PURPOSE SURVEY

To show above ground improvements and Vertical Location of structures and the Lands Hereon described.

Prepared For:

Love Center Regeneration Ministries Inc.

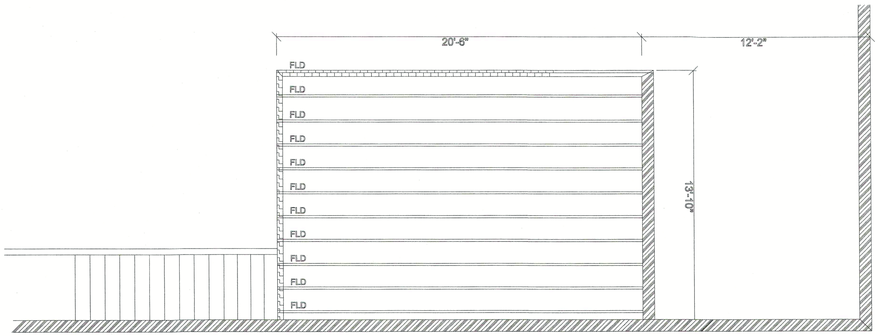
This certification is made only to above named parties for purchase and/or mortgage of herein delineated property by above named purchaser. No responsibility or liability is assumed by surveyor for use of survey for any other purpose including but not limited to, use of survey for survey affidavit, resale of property, or to any other person not listed in certification, either directly or indirectly.

I hereby certify that the attached sketch of survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed under my direction. I further certify that this survey meets the minimum technical standards for land surveying in the State of Florida (chapter 61G17-6) pursuant to section 472.027, Florida statutes. Subject to the qualifications noted hereon.

MICHAEL P. MCLAUGHLIN
PROFESSIONAL LAND SURVEYOR
LORIDA REGISTRATION NO. 2960

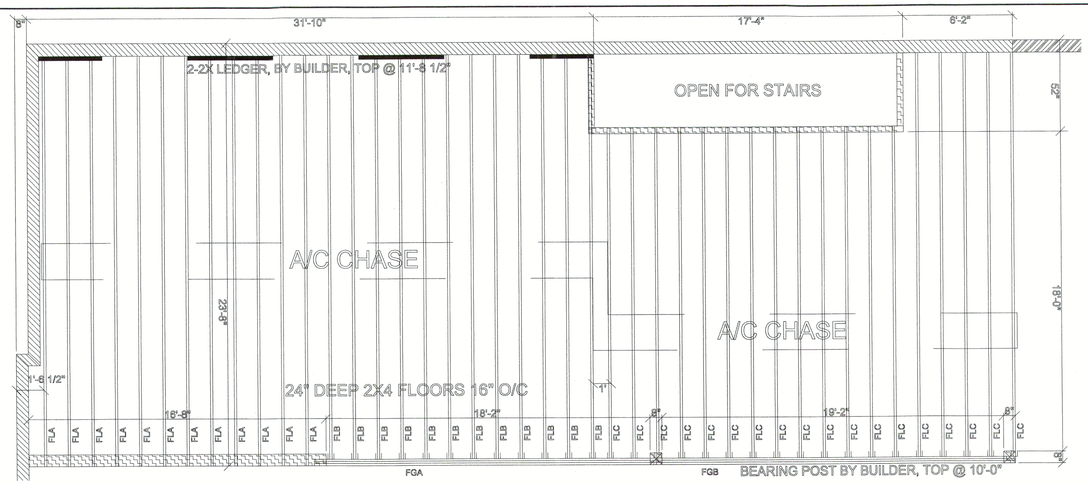
McLaughlin Land Surveying, Inc.
498 Maple Avenue
Ft. Pierce, FL 34982
(407) 465-0250
FAX: (407) 489-0730

DATE: 12/1/97	SCALE: 1"=20'	DWN. BY: J.L.A.	JOB NO.: 72997



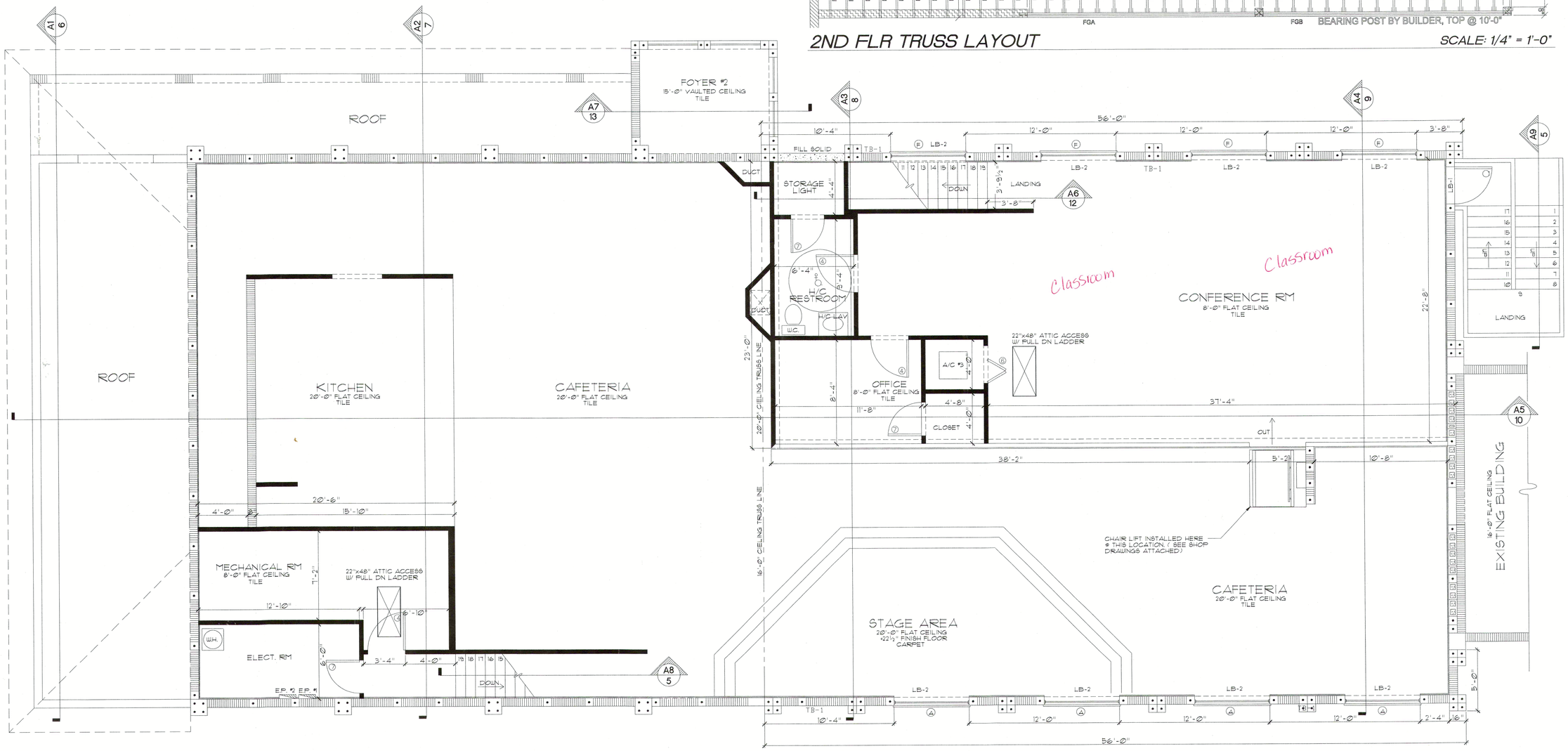
2ND FLR TRUSS STORAGE LAYOUT

SCALE: 1/4" = 1'-0"



2ND FLR TRUSS LAYOUT

SCALE: 1/4" = 1'-0"



EXISTING RENOVATED / NEW 2nd FLR PLAN

SCALE: 1/4" = 1'-0"

REVISION	BY
CHANGE ORDER	BY
9-20-07	JR
11-14-07	JR

STEVEN G. WOOD, P.E.
PROFESSIONAL ENGINEER
34398
950 SULTAN DRIVE
PORT ST. LUCIE, FL 34953

SEAL
NOV 1 9 2007

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LOVE CENTER CAFETERIA
EXISTING RENOVATION + NEW CONSTRUCTION
907 N. 13th STREET
FT. PIERCE, FL 34950

2ND FLOOR PLAN, FRAMING PLAN

DRAWN	A.J.
CHECKED	
DATE	07-10-06
SCALE	AS NOTED
JOB. NO.	26519
SHEET	A3 OF 15

C:\Program Files\2006DRAWINGS\26519LOVECENTER\AUDBUILDREVISED.dwg Mon Nov 19 16:33:55 2007

ROOM FINISH SCHEDULE

ROOM NAME	FLOOR	BASE	WALL	CEILING	CLG. HGT.	REMARKS
FOYER'S #1 & #2	VINYL	WOOD	SEALER & FLAT WHITE PAINT	SEALER & FLAT WHITE PAINT	8'-0"	
PANTRY & ELECT. RM	"	"	"	"	8'-0"	
MEN'S REST RM	NS-TILE	VINYL	SEALER & GLOSS WHITE PAINT	"	8'-0"	
WOMEN'S REST RM	"	"	"	"	8'-0"	
KITCHEN AREAS	"	"	"	"	16'-0"	
ALL CORRIDORS	VINYL	WOOD	SEALER & FLAT WHITE PAINT	"	VARIES	
CAFEATERIA	"	"	"	"	VARIES	
NURSREY & RESTROOM	"	"	SEALER & GLOSS WHITE PAINT	"	10'-0"	
2nd FLR CONFERANCE RM	"	"	SEALER & FLAT WHITE PAINT	"	10'-0"	
2nd FLR OFFICE	"	"	"	"	"	
2nd FLR RESTROOM	"	VINYL	SEALER & GLOSS WHITE PAINT	"	"	
2nd FLR LIGHT STORAGE	PLY WD.	WOOD	SEALER ONLY	SEALER ONLY	7'-0"	
INTERIOR STAIR AREAS	VINYL	VINYL	SEALER & FLAT WHITE PAINT	SEALER & FLAT WHITE PAINT	VARIES	

CONCRETE BEAM SCHEDULE

MARK	SIZE	REINFORCEMENT BOTTOM	REINFORCEMENT TOP		LENGTH	STIRRUPS OR TIES NO.	STIRRUPS OR TIES SPACING	ELEV TOP OF TIE BEAM
TB-1	8" X 16"	2 #5	2 #5		PERIMETER	#3	12" O.C.	10'-0" & 20'-0"

LENTIL BEAM SCHEDULE

MARK	MANUFACTURE	TYPE	LENTIL LENGTH	OPEN.	#'S ARE PER LINEAR FT. GRAVITY ACTUAL	GRAVITY ALLOWED	UPLIFT ACTUAL	UPLIFT ALLOWED	REMARKS
LB-1	CAST-CRETE	8"8-OB/1T	4'-6"	3'-0"	609	1787	110	1660	
LB-2	CAST-CRETE	8"8-OB/1T	7'-6"	6'-0"	203	1029	194	959	
LB-3	CAST-CRETE	8"8-OB/1T	10'-6"	9'-0"	205	482	145	716	

LOCATION AREA SCHEDULE

CAFETERIA	2418 SQ. FT.
LT STORAGE	270 SQ. FT.
KITCHEN	515 SQ. FT.
CONFERANCE RM	935 SQ. FT.
PASTORS OFFICE	110 SQ. FT.
PANTRY	38 SQ. FT.
FOYER #1	107 SQ. FT.
FOYER # 2	93 SQ. FT.
RESTROOMS	468 SQ. FT.
CLOSETS	115 SQ. FT.
BREEZEWAY	308 SQ. FT.
NURSERY	272 SQ. FT.
MISC. HALLS ETC.	367 SQ. FT.
ROSTRUM PLATFORM	342 SQ. FT.
STAIR AREAS	150 SQ. FT.
WALL SPACE	300 SQ. FT.
TOTAL	6868 SQ. FT.

GENERAL AREA SCHEDULE

NEW 1st FLR	2548 SQ. FT.
NEW 2nd FLR	1230 SQ. FT.
EXISTING 1st FLR	3090 SQ. FT.
TOTAL	6868 SQ. FT.

DOOR HARDWARE NOTES:

MK	DESCRIPTION	REMARKS
A.	PASSAGE HARDWARE	
B.	LOCK CYLINDER	
C.	PANIC HARDWARE	
D.	DOOR CLOSER	
E.	WEATHER STRIPPING	
F.	MTL. ASTRAGAL	
G.	HOLD OPEN DEVICE	
H.	PRIVACY LOCK SET	
I.	ALUM THRESHOLD	
J.	MTL THRESHOLD	
K.	12 X 12 VISION PANEL	WIRE GLASS
L.	1 1/2 PR HINGES	
M.	3 PR HINGES	
N.	FOOT & HEAD BOLTS	
O.	12 X 12 VISION PANEL	
P.	MAGNETIC CATCH	
Q.	KICK PLATE	
R.	PUSH PLATE	S.S. PUSH/PULL
S.	SPRING HINGES	
T.	MARBLE SILL OR STONE	
W.	3/4 UNDER CUT	
X.	DOOR STOPS	

DOOR SCHEDULE

NO.	QTY	SIZE	THICK	MAT.	TYPE	JAMB	THRESH	WEATH	TRIM	REMARKS
①	5	3068	1 3/4	METAL	INSULATED	STEEL	CBS	YES	YES	EXIT DOORS; A,B,C,E,F,M
②	2	3068	"	"	FRENCH	ALUM.	"	"	"	ENTRY #1&#2 ONLY; A,B,C,H,M,E
③	1	4068	1 3/8	WOOD	DBL/SWING	WOOD	WOOD	NO	"	KITCHEN DOORS; A,O,Q,R,S,
④	8	3068	"	"	HOLLOW	"	"	"	"	INTERIOR DOORS; A,H,M,W.
⑤	1	3068	"	"	INSULATED	"	CBS	"	"	2 HR FIRE RATED DR; A,B,E,F,M.
⑥	1	3068	1	"	LOUVER	"	WOOD	"	"	BI-FOLD DOORS; A
⑦	4	2868	"	"	HOLLOW	"	"	"	"	INTERIOR STAIR DOOR; A,M,W.
⑧	1	2068	"	"	HOLLOW	"	"	"	"	INTERIOR STAIR DOOR; A,M,W.

WINDOW SCHEDULE - rough openings

WINDOWS MARK	TYPE	QTY	WINDOW SIZES WIDTH	HEIGHT	ROUGH OPENINGS WIDTH	HEIGHT	HEADER	SILL	USEING 3/4" PT BUCK ON ALL OPENINGS REMARKS
(A)	FIXED	4	26"	72"	27 1/2"	73 1/2"	17'-0"	14'-0"	VISTA-WALL / IMPACT RESIST.
(B)	FIXED	2	34"	72"	35 1/2"	73 1/2"	88"	16"	VISTA-WALL / IMPACT RESIST.
(C)	FIXED	2	48"	34" 65"	49 1/2"	35" 66"	128"+	96"	VISTA-WALL / IMPACT RESIST.
(D)	FIXED	2	34"	32"	35 1/2"	33 1/2"	128"	96"	VISTA-WALL / IMPACT RESIST.
(E)	FIXED	2	48"	72"	49 1/2"	73 1/2"	88"	16"	VISTA-WALL / IMPACT RESIST.
(F)	FIXED	4	26"	72"	27 1/2"	73 1/2"	17'-0"	14'-0"	FIRE RATED WINDOWS

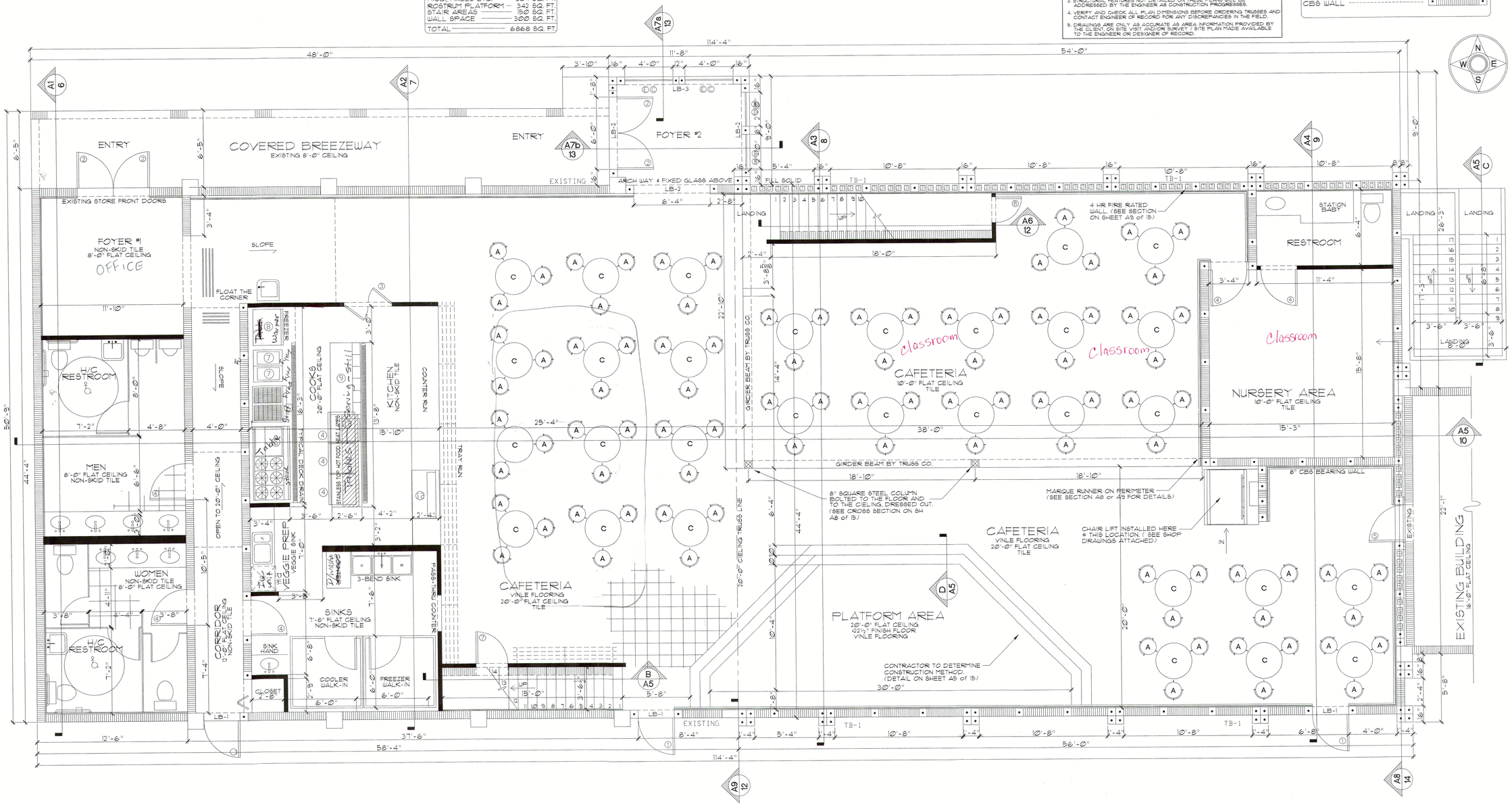
NOTE: BUILDER AND/OR WINDOW VENDOR TO DOUBLE CHECK ROUGH OPENING FOR ANY ADJUSTMENTS.

GENERAL NOTES:

1. CONSTRUCTION SHALL FOLLOW "2004 F.B.C. & THE 2006 & 2007 SUPPLEMENT" AS ADOPTED BY THE STATE AND AS APPLICABLE TO THE AREAS WHICH THE BUILDING IS TO BE CONSTRUCTED WITH ALL APPLICABLE AMENDMENTS.
2. THE OWNER, CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, ETC. SHALL VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE WITH PLANS, SPECIFICATIONS, ETC. AND THE ENGINEER OR DESIGNER OF RECORD SHALL NOT BE HELD RESPONSIBLE FOR CONDITIONS OR MISTAKES IN THE FIELD AFTER THE FACT.
3. STRUCTURAL FEATURES NOT DETAILED ON THESE PLANS WILL BE ADDRESSED BY THE ENGINEER AS CONSTRUCTION PROGRESSES.
4. VERIFY AND CHECK ALL PLAN DIMENSIONS BEFORE ORDERING TRUSSES AND CONTACT ENGINEER OF RECORD FOR ANY DISCREPANCIES IN THE FIELD.
5. DRAWINGS ARE ONLY AS ACCURATE AS AREA INFORMATION PROVIDED BY THE CLIENT, ON SITE VISIT AND/OR SURVEY / SITE PLAN MADE AVAILABLE TO THE ENGINEER OR DESIGNER OF RECORD.

WALL LEDGEND

- NON-BEARING WALL
- FIRE RATED WALL
- CBS WALL



EXISTING RENOVATED / NEW 1st FLR PLAN

SCALE: 1/4" = 1'-0"

REVISION	BY
CHANGE ORDER	BY
9-20-07	JR
11-14-07	JR

STEVEN G. WOOD, P.E.
PROFESSIONAL ENGINEER
34398
950 SULTAN DRIVE
PORT ST. LUCIE, FL 34953

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LOVE CENTER CAFETERIA

EXISTING RENOVATION + NEW CONSTRUCTION
907 N. 13th STREET
FT. PIERCE, FL 34950

1st FLOOR PLAN / DIMENTIONS
WINDOW, DOOR, BEAM SCHEDULES

DRAWN	A.J.
CHECKED	
DATE	07-10-06
SCALE	AS NOTED
JOB. NO.	26519
SHEET	A2 OF 15

C:\Program Files\2006DRAWINGS\26519LOVECENTER\MODBUILDREVISED.dwg Mon Nov 19 16:34:28 2007

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

August 16, 2018

Natalee Edwards (Word of Faith Christian Academy)
907 N. 13th Street
Fort Pierce, FL 34950

SUBJECT: Conditional Used & Temporary Use – Word of Faith Christian Academy
TECHNICAL REVIEW PROJECT: # 18-04000013

Comments:

1. In the narrative please explain in more detail the structure of the virtual school/traditional school concept that will be utilized. Will the students go through both components of the school? Will K-12 be offered in year 1? Will traditional school be offered every day? What does a student's daily schedule look like? Will meals be provided on site and will there be a playground? Where will the transportation vehicles be stored when not in use? Will the school offer before school or after school daycare or activities? In terms of pick-up and drop off, what is the anticipated impact to the neighborhood? Is there a designated area for vehicle stacking during drop-off and pick-up?
2. The plans only show five classrooms, will multiple grades utilize the same classroom space at different times?
3. At time of building permit for the change of use please submit a landscape plan that demonstrates compliance with City Code 22-187, General Landscaping requirements.
4. At time of building permit for the change of use please submit a lighting plan or photometric survey that demonstrates compliance with City Code 22-60(j)(1).
5. If a bike rack is not present on the property please place one. The standard pursuant to City Code 22-60 (f)(1)(a) is 1 bike space per 10 vehicle spaces. There is a 2 bike space minimum.
6. The property is split into different parcels; please obtain a unity of title for all properties that will be utilized by the school. That would include any parking areas.

Please provide a written response to all TRC comments and provide submittal (10 copies) of all new materials by August 31, 2018 to advance to the September Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: August 16, 2018
Property Address: 907 N. 13th St. – Cond. & Temp. Use
Property Name:
Project Name: Christian Academy
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☑ 7. Change of Use required

- ☑ to include a signed and sealed Life Safety Plan
- ☑ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☑ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 8/14/18

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
AUG 03 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : **Brandon Creagan, Planner**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 18-40100002 & 18-428000012 – 907 N 13th Street**

DATE : **August 3, 2018**

Code Enforcement has the following comments:

1. This location has had an active code enforcement case since 9/7/2016 due to a tenant complaint.
2. In July 2017, permits to correct the violations were issued, however, the final inspection was disapproved and the permits expired without the work being completed correctly and having an approved final inspection.
3. Fines are running daily at $100 per day (balance as of today is $18,930.00)
4. The lien has been prepared and is awaiting signature of the Special Magistrate (today) and will be recorded either this afternoon or Monday – depending on the time it is signed today.

Property Information
Address: 907 N 13TH ST
FT PIERCE, FL 34950
Location ID: 4181
TAX ID #: 2404-813-0031-000/8
Alternate ID description:
Zoning: NA UNKNOWN
Subdivision:

Case General Information
Case status: FL FINES/LIENS RUNNING
Status date: 1/26/2018
Case type: BV BUILDING VIOLATION
Reported date: 9/07/2016
Origination: TC TENANT COMPLAINT
Default inspector: SC Shaun Coss
Credit balance: .00

Owner Information
Owner name: LOVE CENTER REGENERATION MINIS
Address: P O BOX 2384
City: FT PIERCE, FL 34954
Phone: 0
Notice: Y
Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
UNSAFE BUILDING	AC		1	9/07/2016	

Case Data

Description	Data

Active Inspections

Type	Insp ID	Schedule Date
FOLLOW UP (BLDG) INSPECTION	SC	10/01/2018

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
CF	CODE ENFORCE BD FINES - 1	18900.00	18900.00	.00	1/26/2018		100.00	.00	.00
N1	RECORD AFF OF NON-COMP	10.00	10.00	.00	1/29/2018		.00	.00	.00
RV	RECORD ORDER OF VIOLATION	20.00	20.00	.00	1/29/2018		.00	.00	.00
		18930.00	18930.00	.00				.00	

Property Information

Address:	907 N 13TH ST FT PIERCE, FL 34950
Location ID:	4181
TAX ID #:	2404-813-0031-000/8
Alternate ID description:	
Zoning:	NA UNKNOWN
Subdivision:	

Case General Information

Case status:	FL FINES/LIENS RUNNING
Status date:	1/26/2018
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Flip:	

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
UNSAFE BUILDING	AC		1	9/07/2016	

Case Data

Description	Data

Active Inspections

Type	Insp ID	Schedule Date
FOLLOW UP (BLDG) INSPECTION	SC	10/01/2018

Type	Text	Date
Case narrative	September 7, 2016 5:25:17 PM shaun.	9/07/2016
	RECD TENANT COMPLAINT, DOWNSTAIRS UNIT OF BUILDING ON THE	9/07/2016
	CORNER. PLUMBING LEAKS, HOLES IN DRYWALL, RAIN WATER COMES	9/07/2016
	IN EXTERIOR DOOR, MISSING SMOKE ALARMS, EXPOSED ELECTRIC,	9/07/2016
	LEAKING ROOF, VENT FAN IN BATHROOM NOT WORKING, KITCHEN	9/07/2016
	LIGHT FULL OF WATER	9/07/2016
	October 13, 2016 9:25:39 AM shaun.	10/13/2016
	NO PERMITS, NO CONTACT	10/13/2016
	November 16, 2016 5:02:06 PM shaun.	11/16/2016
	SAME- NO PERMITS, NO CONTACT.	11/16/2016
	December 20, 2016 12:03:45 PM shaun.	12/20/2016

Type	Text	Date
	(Continued)	
	SAME, WILL BE SCHEDULED FOR A HEARING.	12/20/2016
	January 12, 2017 11:44:08 AM shaun.	1/12/2017
	SCHEDULED FOR SM BLANDINO 2-1	1/12/2017
	January 31, 2017 10:32:03 AM shaun.	1/31/2017
	SPOKE TO THE LADY IN THE OFFICE, SHE SAID SHE THINKS	1/31/2017
	EVERYTHING WAS DONE BUT ISN'T SURE SINCE SHE ISN'T THERE ALL	1/31/2017
	THE TIME, SHE WAS GOING TO TRY TO VERIFY AND ASKED FOR THE	1/31/2017
	60 DAYS TO COMPLY WHEN IT GOES TO THE SM TOMORROW.	1/31/2017
	February 1, 2017 10:29:53 AM shaun.	2/01/2017
	OWNER CAME TO SM TODAY AND ADVISED EVERYTHING HAS BEEN DONE,	2/01/2017
	CONTINUED UNTIL THE NEXT MEETING TO SCH AN APPOINTMENT TO	2/01/2017
	VERIFY THAT EVERYTHING HAS BEEN DONE.	2/01/2017
	February 27, 2017 10:56:52 AM shaun.	2/27/2017
	MANAGER WAS GOING OUT OF TOWN AND WAS SUPPOSED TO CONTACT	2/27/2017
	ME, SHE NEVER DID. GOING BACK TO THE SM TOMORROW.	2/27/2017
	March 1, 2017 10:24:01 AM shaun.	3/01/2017
	WENT TO THE SM THIS MORNING, BLANKET MOTION GIVEN 60 DAYS TO	3/01/2017
	COMPLY OR A FINE OF $100 PER DAY TO BE ASSESSED.	3/01/2017
	April 3, 2017 2:17:20 PM shaun.	4/03/2017
	NO PERMITS, NO CONTACT	4/03/2017
	May 9, 2017 4:18:52 PM shaun.	5/09/2017
	PERMIT HAS BEEN APPLIED FOR, WILL GRANT AN ADMIN EXT.	5/09/2017
	June 12, 2017 5:15:59 PM shaun.	6/12/2017
	PERMIT IS READY TO BE ISSUED PENDING THE PLUMBING SUB	6/12/2017
	UPDATING THEIR LIABILITY INS	6/12/2017
	July 21, 2017 11:18:37 AM shaun.	7/21/2017
	PERMITS 17-1217 AND 17-1686 HAVE BEEN ISSUED.	7/21/2017
	October 2, 2017 12:12:31 PM shaun.	10/02/2017
	WAITING FOR FINAL INSPECTIONS	10/02/2017
	December 7, 2017 9:26:49 PM shaun.	12/07/2017
	FINAL INSPECTIONS HAVE BEEN DISAPPROVED	12/07/2017
	January 26, 2018 9:17:49 AM shaun.	1/26/2018
	PERMIT HAS EXPIRED, STARTING FINES	1/26/2018
	Time Stamp: 03/29/2018 09:35 PM SHAUN ----------	3/29/2018
	SAME, FINES WILL CONT.	3/29/2018

Violation comments
UNSAFE BUILDING - ACTIVE
Inspection comments
001 - (BLDG) INSPECTION
002 - FOLLOW UP (BLDG) INSP
003 - FOLLOW UP (BLDG) INSP
004 - FOLLOW UP (BLDG) INSP
005 - FOLLOW UP (BLDG) INSP
006 - FOLLOW UP (BLDG) INSP
007 - FOLLOW UP (BLDG) INSP
008 - FOLLOW UP (BLDG) INSP
009 - FOLLOW UP (BLDG) INSP
010 - FOLLOW UP (BLDG) INSP
011 - FOLLOW UP (BLDG) INSP
012 - FOLLOW UP (BLDG) INSP
013 - FOLLOW UP (BLDG) INSP
014 - FOLLOW UP (BLDG) INSP

Type	Text	Date
	(Continued)	
015 - FOLLOW UP (BLDG) INSP		
Board meeting comments		
001 - SPECIAL MAGISTRATE ME		
	WENT TO THE SM THIS MORNING, BLANKET MOTION GIVEN 60 DAYS TO	3/01/2017
	COMPLY OR A FINE OF $100 PER DAY TO BE ASSESSED.	3/01/2017
Other action comments		
001 - FINES RUNNING		
Land Management information		
Legal description		
	WILLIE JOHNSON S/D BLK 2 LOT	
	17 AND E 5 FT OF VAC ALLEY	
	ADJ ON W (ORDN J-206 OR	
	1036-1522) AND LOTS22 AND 23	
	AND W 5 FT OF VAC ALLEY ADJ	
	ON E (ORDN J-206 OR	
	1036-1522) (OR 1118-1905)	
Lien information		

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Christian Academy – 907 N 13th Street
Temporary Use & Conditional Use
TRC No. 18-40100002 & 18-428000012

DATE : August 8, 2018

This is to advise you that we have completed the review of the following documents as received by this office on August 3, 2018:

- ☑ Temporary Use & Conditional Use Application
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend

- ☑ Temporary Use & Conditional Use Request
- ☐ 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 engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. The applicant shall install a stop sign and stop bar at 14th Street driveway.
2. ADVISORY COMMENT: This Temporary Use and Conditional Use are approved with the condition of no new construction.

JRA/DHR/dhr

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

FPUA Comments

Conditional Use - World of Faith Christian Academy -
907 N. 13th Street

· W/WW Engineering: Approved
· Electric & Gas Engineering: No comments

August 13th, 2018

Project: **Christian Academy**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) I have no comments.

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

Narrative of Word of Faith Christian Academy **Project: #18-04000013**

Response to comments from the Technical Review meeting

Comments 1 and 2:

Traditional & Virtual Component

The Academy will offer all year (or year-round) classes for the virtual component and four academic quarters from August through June for a traditional academic year. The virtual classes are those that are available through Florida Virtual School (FLVS) that can be taken on campus with a teaching staff facilitator or a parent-facilitator, if taken at home. Either option is taught by Florida certified teachers.

Core subjects such as Mathematics, Language Arts, Social Studies and Science are offered to all students at their grade level. Additional subjects offered are: Vocabulary& Spelling, Art, Choir, Music, Spanish, Bible, Health and Physical Education. Electives will be available for grades 7 and higher such as foreign languages, leadership skills development, Photography, Radio Broadcast and Journalism. Courses not taught on campus will be available through Florida Virtual School (FLVS) which will allow the students to get ahead, obtain credit recovery, for college preparation, or for self-development.

Other programs will be available for students through the Academy's partnership with other organizations to enhance the learning experience.

A. Once such affiliation is a community radio station which will sponsor up to five students per academic year in radio programming and broadcast, for grades 7 and higher.
B. Another community organization has committed to educating students for grades 7 and higher on awareness, preparedness, and available options on pre-teen and teenage pregnancy, (Protect Your Heart), available in one academic quarter.
C. Love Center Regeneration will sponsor bikes for kids in need, and who are in walking distance to the campus.

Grade and class structure

In **year one**, grade levels 1st through 8th will be offered.

Traditional classes will be offered and taught every day with a mixture of core and elective subjects.

A typical daily schedule includes:

Breakfast, Devotion, Pledge and Announcements

6th grade and higher	**Elementary grades**
Periods 1and 2 (75 mins each)	Periods 1, 2 and 3 (60 mins each)

Lunch

Period 3 and 4 (90 mins each) Period 3, 4 and 5 (60 mins each)

Dismissal 3pm

Blended classes are:

Classroom #1: Grades 1 and 2

Classroom #2: Grades 3

Classroom #3: Grades 4 and 5

Classroom #4: Grades 6 and 7

Classroom #5: Grade 8

Year two: An additional class will be added to facilitate grade 9 and will continue this trend in subsequent years up to the 12^{th} grade.

Meals

Meals will be provided by an approved Vendor by the Dept of Agriculture (National School Lunch program).

Playground is on site

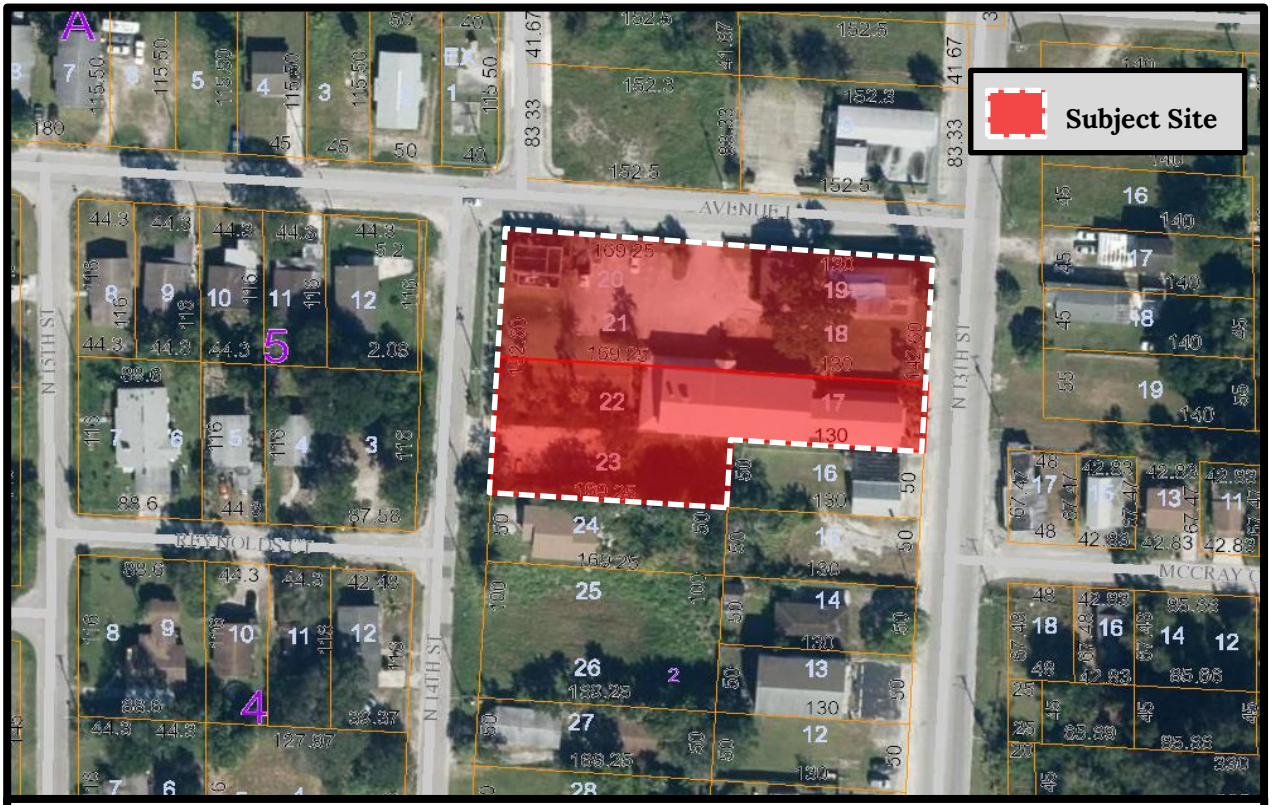
Drop –off and Pick-up: a 15-seater bus will pull up into regular parking space so students can be dropped off in front of the breezeway for orderly entrance into the building. The same manner applies to pick-ups. **There is no anticipated impact to the neighborhood**.

Comments 3, 4 and 5

- Word of Faith Christian Academy, Inc. acknowledges the requirements and is working towards satisfying the said requirements of the Building Department: signed and sealed Life Safety Plan and detailed comprehensive building plan
- General Landscaping requirements according to City Code 22-187
- Lighting or photometric survey to comply with City Code 22-60(j)(1).
- Bike racks will be installed to comply with City Code 22-60(j)(1)(a).

Comment #6

Unity of Title – evidence of compliance attached.



THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use
Word of Faith Christian Academy – 907 N 13th Street
Aerial Map

N
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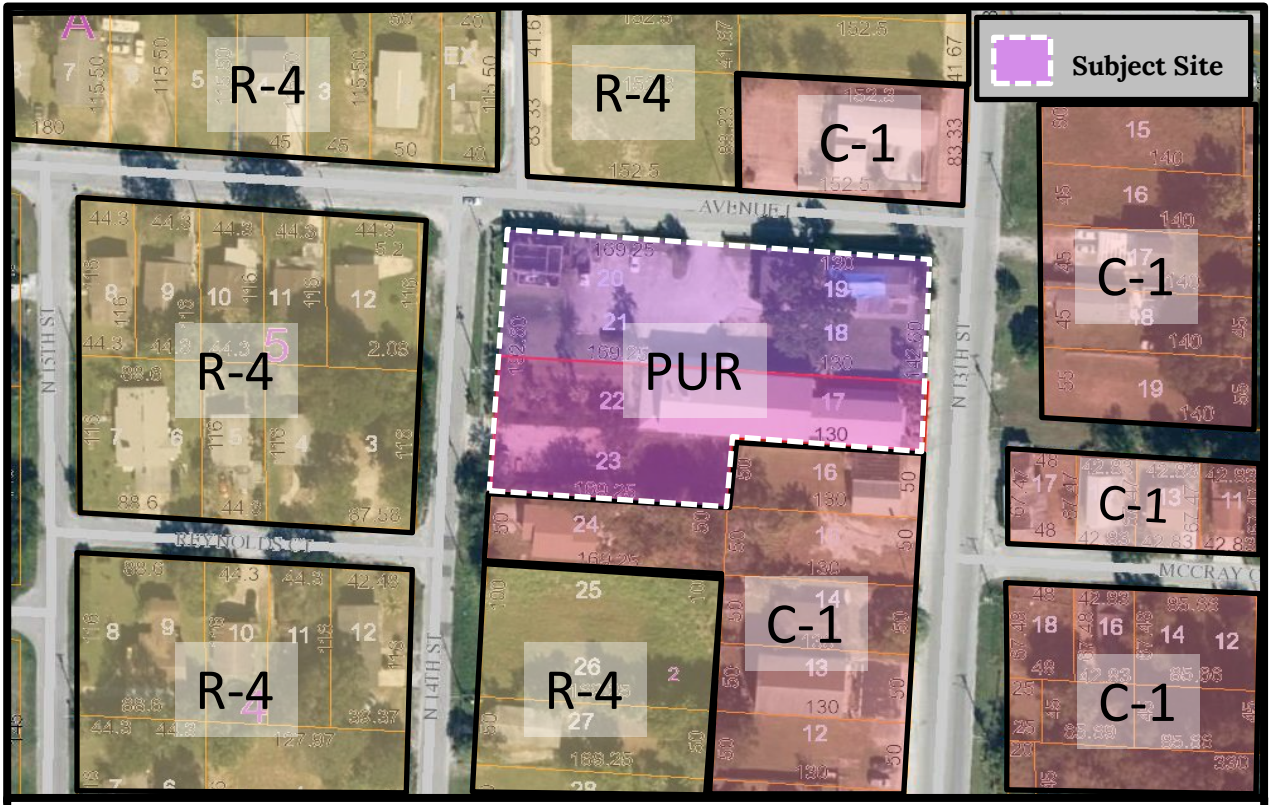


THE SUNRISE CITY FORT PIERCE Florida

Conditional Use
Word of Faith Christian Academy – 907 N 13th Street
Zoning Map

N W E S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Word of Faith Christian Academy

NOTICES PROVIDED PURSUANT TO: City Code 22-143

NOTICE BY NEWSPAPER: Sunday, September 16, 2018

NOTICE BY MAIL: Wednesday, September 19, 2018

NOTICE BY SIGNS: Thursday, September 13, 2018

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 9/19/18

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2115927	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 16, 2018

Sworn to and subscribed before me this day of, September 17, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 1, 2018 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Development Review of a Site Plan submitted by property owner and applicant, Real Sub, LLC and representative Jason Kendall of CWH Real Estate Services, to demolish and reconstruct the Publix at Taylor Creek Plaza at 1889 N. US Highway 1, Fort Pierce, FL. The demolitions will take place on the existing Publix store and the back side of the former West Marine store. The rest of the plaza will remain. The new Publix will total 46,013 sq. ft. The property is zoned General Commercial Zone (C-3). Parcel ID: 1433-440-0005-000-0.
2. Application for Development Review of a Conceptual Site Plan submitted by property owner and applicant, Oleander Oaks LLC and representative Jason Goldfarb, of Green Mills Holdings, LLC, for the approval of an affordable housing apartment complex for seniors 55 and older. The development is planned to accommodate anywhere from 80-100 units total. The parcel has split zoning as the northern 4.3 acres has a zoning designation of C-3, General Commercial Zone and a future land use of GC, General Commercial. The southern 12.88 acres has a zoning designation of R-4, Medium Density Residential and a future land use of RM, Medium Density Residential. The development will commence on the south 12.88 acres of the parcel. The parcel ID for the property is 2433-144-0001-000-6.
3. Application for Development Review of a Site Plan submitted by property owner, City of Fort Pierce and Applicant Greg Powers, CEO of Beachside Hospitality Group, to construct a new restaurant (Crabby's Dockside) consisting of 7, 035 sq. ft. and 199 seats. The property is zoned Planned Unit Redevelopment Zone (PUR). Parcel ID: 2410-503-0041-030-7.
4. Application for a Conditional Use with No New Construction submitted by property owner and applicant, Larry Winter, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 1931 & 1933 Crestview Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-810-0010-000-7.
5. Application for a Conditional Use with No New Construction submitted by property owner, The Love Center Regeneration Ministries and Applicant Natalee Edwards, to operate a private K-12 school with a proposed max enrollment of 120 students at the Love Center Regeneration Ministries at 907 N. 13th Street, Fort Pierce, FL. The property is zoned Planned Unit Redevelopment Zone (PUR), Parcel ID(s): 2404-813-0031-000-8, 2404-813-0034-000-9, 2404-813-0033-000-2, & 2404-813-0032-000-5.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub September 16 2018
TCN 2115927

City Commission Regular Meeting **12.f.**

Meeting Date: 10/01/2018

Re: Minor Replat - Carriage Pointe - 2430-503-0139-000-4

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi - Judicial Hearing - Reveiw and approval of an application for Subdivision (Minor Replat) submitted by the applicant Carriage Pointe Investors LLC & Representative Brian Nolan of Lucido & Associates to re-plat the Carriage Pointe Subdivision located at the intersection of Ralls Road and Selvitz Road. The Property is zoned PD, Planned Development, with a Future Land Use of RL, Low Density Residential. Parcel ID: 2430-503-0139-000-4, et al (Complete Carriage Pointe Subdivision).

SUMMARY:

- On December 20, 2004, the City Commission granted annexation of the subject parcel with the adoption of Ordinance K-308.
- The approved development encompasses capacity for 131 single family residential units. The approved density for the development is represented at 1.78 dwelling units per acre. The property holds a PD, Planned Unit Development zoning designation, and is within the RL, Low Density Residential Future Land Use category.
- The Planning Board at their meeting on August 14, 2018 voted unanimously to approve the request as presented.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee
Engineering Department
Northstar Geomatics (City Surveyor)

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
Application for Minor Replat
Carriage Pointe Replat Document
Survey
TRC Comments
TRC Comment Response from Applicant
Aerial Map
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/26/2018 04:23 PM

Form Started By: Brandon Creagan
Started On: 09/19/2018 11:01 AM
Final Approval Date: 09/26/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate Planner

SUBJECT: **Application for Subdivision (Minor Replat)**
Carriage Pointe - 2430-503-0139-000-4

DATE: September 19, 2018

STAFF REPORT

Owner(s)/Applicant(s): Carriage Pointe Investors, LLC
5460 S. Quebec Street
Greenwood Village, CO 80111

Representative: Lucido & Associates (Brian Nolan, AICP, ASLA)
701 SE Ocean Blvd
Stuart, FL 34994

Requested Action: Recommendation of Approval for a Minor Replat for the Carriage Pointe Planned Development

Location: Intersection of Ralls Drive and Selvitz Road

Parcel IDs: 2430-503-0139-000-4, et al (Complete Carriage Pointe Subdivision)

Zoning: PD, Planned Development

Future Land Use: RL, Low Density Residential

Surrounding Zoning:

North	East	South	West
RS-3	E-3, PD, RM-5 (SLC)	R-4, C-3	RS-2, RS-4, AG-1,

Land Size: 73.32 acres

Staff Analysis:

Request:

The applicant is requesting a Minor Replat for the Carriage Pointe Planned Development located at the Intersection of Ralls Drive and Selvitz Road. The proposed effect to replat the development is to account for the relocation of drainage and utility easements that are changing to accommodate the proposed setback modifications that are being requested in the application for Major Amendment to the Planned Development Plan.

History:

On December 20, 2004, the City Commission granted annexation of the subject parcel with the adoption of Ordinance K-308. The parcel was then rezoned under Ordinance 14-022 to correct a Scrivener's Error from the aforementioned Ordinance K-308. Ordinance 14-022 redesignated the property as PD, Planned Development from R-1, Single Family Low Density as the property had a PUD zoning when it was annexed from St. Lucie County.

The approved development encompasses capacity for 131 single family residential units. The approved density for the development is represented at 1.78 dwelling units per acre. The property holds a PD, Planned Unit Development zoning designation, and is within the RL, Low Density Residential Future Land Use category.

Technical Review Committee:

All affected departments have reviewed the proposed Minor Replat, and have provided conditional approval based upon requirements of the City Code, and other applicable regulations.

Planning Board:

The Planning Board at their meeting on August 14, 2018 voted unanimously to approve the request as presented.

Staff Recommendation:

The Minor Replat meets the standards of the City's land development code and Comprehensive Plan; therefore Staff recommends the City Commission approve the request as presented.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location: Carriage Pointe Planned Development - Intersection of Ralls Drive and Selvitz Road

Parcel ID #(s): See Attached.

Project description: Minor Replat to account for relocation of drainage/utility easements to account for modification to SF lot side setback

Carriage Pointe Investors, LLC	Brian Nolan, AICP, ASLA of Lucido & Assoc. (Rep)
Property Owner(s)	**Applicant/Representative, Title, Company**
~~201 Jackson Street~~ 5460 S. Quebec St, Suite 110	701 SE Ocean Blvd.
Street Address	Street Address
~~Denver~~ Greenwood Village, CO 80111 ~~CO 80206~~	Stuart FL 34994
City State Zip	City State Zip
	772.220.2100
Phone Number	Phone Number
lmhaffeman@msn.com	bnolan@lucidodesign.com
Email Address	Email Address

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

Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ Colorado COUNTY Arapahoe

The foregoing instrument was acknowledged before me this 15 day of May, 2018, by Joseph Jundt who is personally known to me or has produced CO ID as identification.

Signature of Notary

(seal)

KRISTIN C. LANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114034391
MY COMMISSION EXPIRES JULY 5, 2019

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_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Fees_____ Control #_____ B. Permit #_____

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
- ☐ Signed and sealed survey
- ☐ 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
- ☐ Electric Infrastructure plans
- ☐ Water & Sewer system construction plans
- ☐ Gas Infrastructure plans
- ☐ Stormwater Retention 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
- ☐ Signed and sealed survey
- ☐ 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
  - o proposed lots, including acreage, square footage, & dimensions.
  - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

12193

CARRIAGE POINTE ESTATES REPLAT

A REPLAT OF "CARRIAGE POINTE ESTATES", LESS TRACT B THEREOF (P.B. 70, PG. 3, S.L.C.R.)
IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40, EAST
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA.
JULY, 2018

PLAT BOOK _____, PAGE_____

DOCKET NO._____

PERIMETER
SURVEYING & MAPPING
Prepared by: Jeff S. Hodapp, P.S.M.
Certificate of Authorization No. LB7264
947 Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-5182

DESCRIPTION, DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS; THAT CARRIAGE POINTE LAND INVESTORS LLC, A COLORADO LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON, BEING A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND SHOWN HEREON AS "CARRIAGE POINTE ESTATES REPLAT", AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 131, INCLUSIVE, TRACT A, TRACT C-1, TRACT D-1, TRACT D-2, TRACT L-1, TRACT R-1, TRACT OS-1, TRACT LB-1 ALL OF CARRIAGE POINTE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 70, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA, AND CONTAIN 70.83 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

TRACT A (PRIVATE ROAD) AS SHOWN HEREON, IS HEREBY DEDICATED TO CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES AND FOR THE PERPETUAL MAINTENANCE OBLIGATION ASSOCIATED WITH ANY RESERVATION AND THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, OR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO ST. LUCIE COUNTY, OR THE CITY OF FORT PIERCE. ALL PUBLIC AUTHORITIES SHALL HAVE THE RIGHT TO USE THE STREETS IN THE COURSE OF PERFORMING THEIR RESPECTIVE DUTIES.

THE WATER MANAGEMENT TRACTS, TRACT L-1 (LAKE), TRACTS D-1,D-2 (DETENTION AREAS) AND TRACT C-1 (PRESERVE AREA) AS SHOWN HEREON, ARE HEREBY DEDICATED TO CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO ST. LUCIE COUNTY OR THE CITY OF FORT PIERCE.

THE DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES TO CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO ST. LUCIE COUNTY OR THE CITY OF FORT PIERCE.

THE LAKE MAINTENANCE EASEMENTS (L.M.E.'s), AS SHOWN HEREON, ARE DEDICATED TO CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO STORMWATER MANAGEMENT AND DRAINAGE FACILITIES LOCATED WITHIN THE ASSOCIATED WATER MANAGEMENT TRACTS, FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE PERPETUAL OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO ST. LUCIE COUNTY OR THE CITY OF FORT PIERCE.

ST. LUCIE COUNTY AND THE CITY OF FORT PIERCE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE EASEMENTS, LAKE MAINTENANCE EASEMENTS AND LAKE MAINTENANCE ACCESS EASEMENTS, AND PRIVATE STREETS ASSOCIATED WITH SAID DRAINAGE SYSTEM.

THE RECREATION AREA TRACT R-1 AS SHOWN HEREON, IS HEREBY DEDICATED TO CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS FOR RECREATIONAL PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO ST. LUCIE COUNTY OR THE CITY OF FORT PIERCE.

THE OPEN SPACE AREA TRACT OS-1 AS SHOWN HEREON, IS HEREBY DEDICATED TO CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO ST. LUCIE COUNTY OR THE CITY OF FORT PIERCE.

THE LANDSCAPE BUFFER AREA TRACT LB-1 AS SHOWN HEREON, IS HEREBY DEDICATED TO CARRIAGE POINTE HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPING AND BUFFER PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO ST. LUCIE COUNTY OR THE CITY OF FORT PIERCE.

THE LIFT STATION EASEMENT (L.S.E.), AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY TO FORT PIERCE UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR LIFT STATION ACCESS, CONSTRUCTION, OPERATION, MAINTENANCE AND RELATED PURPOSES.

THE UTILITY EASEMENTS (U.E.'s), AS SHOWN HEREON, ARE NON-EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO FORT PIERCE UTILITY AUTHORITY AND ALL OTHER UTILITY PROVIDERS FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES; ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

ALL TRACTS FOR PRIVATE STREET AND RESIDENTIAL ACCESS PURPOSES, AS SHOWN HEREON, ARE HEREBY SUBJECT TO A NON-EXCLUSIVE UTILITY EASEMENT DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO POTABLE WATER PIPELINES, RAW WATER PIPELINES, RECLAIMED WATER PIPELINES, WASTEWATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES.

THE PEDESTRIAN ACCESS EASEMENTS (P.A.E.'s), AS SHOWN HEREON, ARE HEREBY DEDICATED TO ST. LUCIE COUNTY FOR THE PURPOSE OF PUBLIC PEDESTRIAN (NON-VEHICULAR) ACCESS OVER AND ACROSS SUCH EASEMENTS. ST. LUCIE COUNTY SHALL ALSO HAVE THE RIGHT TO CONSTRUCT AND MAINTAIN STABILIZED PEDESTRIAN PATHS WITHIN THE PEDESTRIAN ACCESS EASEMENTS, AT THE COUNTY'S COST AND EXPENSE. ST. LUCIE COUNTY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY SUCH PATHS IT CONSTRUCTS WITHIN THE PEDESTRIAN ACCESS EASEMENTS. THE PUBLIC SHALL ALSO HAVE AN EASEMENT OVER AND ACROSS THE SIDEWALKS ON BENNINGTON LANE FOR INGRESS AND EGRESS TO AND FROM THE PEDESTRIAN ACCESS EASEMENTS, HOWEVER, THE PUBLIC SHALL HAVE NO RIGHT FOR VEHICULAR PARKING ON BENNINGTON LANE OR ANY OTHER STREET ON THIS PLAT. THE PEDESTRIAN ACCESS EASEMENTS SHALL BE NON-EXCLUSIVE EASEMENTS AND SHALL NOT BLOCK, RESTRICT OR ENCUMBER ANY OTHER EASEMENTS, WHETHER DEDICATED HEREIN OR SEPARATELY CONVEYED, INCLUDING UTILITY EASEMENTS OR DRAINAGE RIGHTS.

STATE OF _____)
COUNTY OF _____)SS

CARRIAGE POINTE LAND INVESTORS LLC, A COLORADO LIMITED LIABILITY COMPANY. THE OWNER OF THE ABOVE DESCRIBED LANDS, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, AS SET FORTH BELOW.

IN WITNESS WHEREOF, THE UNDERSIGNED COMPANY HAS CAUSED THIS CERTIFICATION TO BE EXECUTED IN ITS NAME, THIS ____ DAY OF _____, 2018.

CARRIAGE POINTE LAND INVESTORS LLC
A COLORADO LIMITED LIABILITY COMPANY

BY: TIMBERLINE FUND, L.L.P.,
A DELAWARE LIMITED PARTNERSHIP
ITS MANAGER

_____ BY: _____
WITNESS

PRINT NAME:_____

_____ ITS:_____
WITNESS

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)SS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, WHO IS THE _____ OF TIMBERLINE FUND, L.P., A DELAWARE LIMITED PARTNERSHIP, AS MANAGER OF CARRIAGE POINTE LAND INVESTORS LLC., A COLORADO LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, OR WAS PRODUCED _____ AS IDENTIFICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME, AS SUCH OFFICER FOR AND IN BEHALF OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL _____,
THIS _____ DAY OF _____, 2018.

_____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:_____

HOMEOWNERS' ASSOCIATION ACCEPTANCE

STATE OF _____)SS
COUNTY OF _____)

CARRIAGE POINTE HOA, INC., A FLORIDA CORPORATION, NOT FOR PROFIT HEREBY ACCEPTS IN THE DEDICATIONS AND RESERVATIONS SET FORTH HEREIN, AND ACCEPTS THE DEDICATIONS AND RESERVATIONS TO SAID ASSOCIATION AS STATED AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 2018.

CARRIAGE POINTE HOA, INC.
A FLORIDA CORPORATION, NOT FOR PROFIT

_____ BY: _____
WITNESS

PRINT NAME:_____

_____ ITS: _____
WITNESS

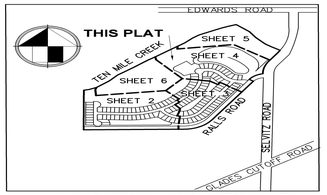
ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

BEFORE ME PERSONALLY APPEARED _____,
WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF CARRIAGE POINTE HOA, INC., A FLORIDA CORPORATION, NOT FOR PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC:



LOCATION AND KEY MAP
NOT TO SCALE

TITLE CERTIFICATION

STATE OF FLORIDA)
COUNTY OF) SS

WE, DEAN, MEAD, MINTON & ZWEMER, MEMBERS OF THE FLORIDA BAR, IN RELIANCE UPON THAT CERTAIN TITLE SEARCH DATED _____, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY HEREBY CERTIFY THAT AS OF _____ AT 8:00 A.M.:
1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF "CARRIAGE POINTE ESTATES REPLAT" IS IN THE NAME OF THE ENTITIES AND/OR PERSONS EXECUTING THE DEDICATION HEREON.
2) THERE ARE NO MORTGAGES NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON.

PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR _____.

DATED THIS ___ DAY OF _____, 2018

DEAN, MEAD, MINTON & ZWEMER

BY:_____
W. LEE DOBBINS
VICE PRESIDENT
1903 S. 25TH ST, SUITE 200
FT. PIERCE, FL 34947

CERTIFICATE OF APPROVAL
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
COUNTY OF ST. LUCIE) SS

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2018.

_____
JOSEPH E. SMITH
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

CITY COMMISSION APPROVAL

STATE OF FLORIDA)
COUNTY OF ST. LUCIE) SS

I HEREBY CERTIFY THAT THIS PLAT OF "CARRIAGE POINTE ESTATES REPLAT", AFTER HAVING BEEN REVIEWED FOR FINALITY, APPROVED FOR RECORDING BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AND THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.011-177.151, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS _____ DAY OF _____, 2018.

CITY COUNCIL
CITY OF FORT PIERCE

BY: _____
LINDA W. COX
CITY CLERK

REVIEWING SURVEYOR APPROVAL

STATE OF FLORIDA)
COUNTY OF ST. LUCIE) SS

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____
GREGORY S. FLEMING, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 4350, STATE OF FLORIDA

NOTES:

01. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 30, HAVING A BEARING OF NORTH 00° 11'03" EAST, AS MONUMENTED, BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
02. NO BUILDINGS OR STRUCTURES SHALL BE PLACED IN EASEMENTS.
03. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF FT. PIERCE ZONING REGULATIONS.
04. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE THE PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE OF RIGHTS GRANTED.
05. ALL PLATTED INTERSECTING CURVED LINES ARE RADIAL UNLESS NOTED AS BEING NON-RADIAL (NR).
06. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT (P.R.M.'s) PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) AND MONUMENTS PER CHAPTER 177.091(9) WILL BE SET UNDER GUARANTEES POSTED WITH THE CITY OF FT. PIERCE BOARD OF CITY COMMISSIONERS FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____
JEFF S. HODAPP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS5111
PERIMETER SURVEYING AND MAPPING, INC.
CERTIFICATE OF AUTHORIZATION NO. LB7264

SURVEYOR

12193

CARRIAGE POINTE ESTATES REPLAT

A REPLAT OF "CARRIAGE POINTE ESTATES", LESS TRACT B THEREOF (P.B. 70, PG. 3, S.L.C.R.)
IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40, EAST
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA.
JULY, 2018

PLAT BOOK _____, PAGE _____
DOCKET NO._____

PERIMETER
SURVEYING & MAPPING
Prepared by: Jeff S. Hodapp, P.S.M.
Certificate of Authorization No. LB7264
947 Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-5182

PLAT OF RIVER OAK ESTATES
(P.B. 16, PG. 5, S.L.C.R.)

MEAN HIGH WATER LINE
PER FDEP POINT 915
ELEV.=1.20 (NGVD 1929)
ELEV.=0.30' (NAVD 1988)
PER SURVEY BY
WANTMAN & ASSOCIATES
01-04-2006

TEN MILE CREEK
PLAT LIMITS N66° 22'28"E 102.89'
N77° 27'23"E 71.00'
60' P.A.E.
N75° 40'13"E 152.89'
WITNESS LINE
77.03'
FOUND 4"X4" CONC. MON. WITH ALUMINUM DISK STAMPED PRM *LB7264 (26.20' O/S SJ)
FOUND 4"X4" CONC. MON. WITH ALUMINUM DISK STAMPED PRM *LB7055
N00°11'03"E 55.45'
10' P.A.E.
N14°15'41"W 14.14'
N89° 48'57"W 29.91'
MATCH LINE
SEE SHEET 6
GRAPHIC SCALE 1"= 50'
0 50' 100'
KEY MAP NOT TO SCALE
SHEET 5
SHEET 4
SHEET 6
SHEET 3
SHEET 2
PRESERVE AREA TRACT C-1 1435397 SF
W. LINE SE¼SEC. 30-35-40 (BASIS OF BEARINGS)
N89° 48'57"W 125.80'
25.80'
100.00'
18.02'
247.90'
UNPLATTED ACREAGE SECTION 30-35-40
PLAT LIMITS
N00° 09'26"E 812.67'
490.57'
TRACT LB-1 87552 SF
S00° 11'03"W 468.00'
S00° 11'03"W 455.63'
S00° 11'03"W 430.32'
S00° 11'03"W 213.38'
PRIVATE ROAD TRACT A 24497 SF
BENNINGTON LANE
139.56'
77.38'
S00° 11'03"W 78.77'
S00° 11'03"W 69.76'
90.72'
64.90'
15' DE
9.04'
52.00' 52.00' 52.00'

12193

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JULY, 2018

PLAT BOOK _____, PAGE _____
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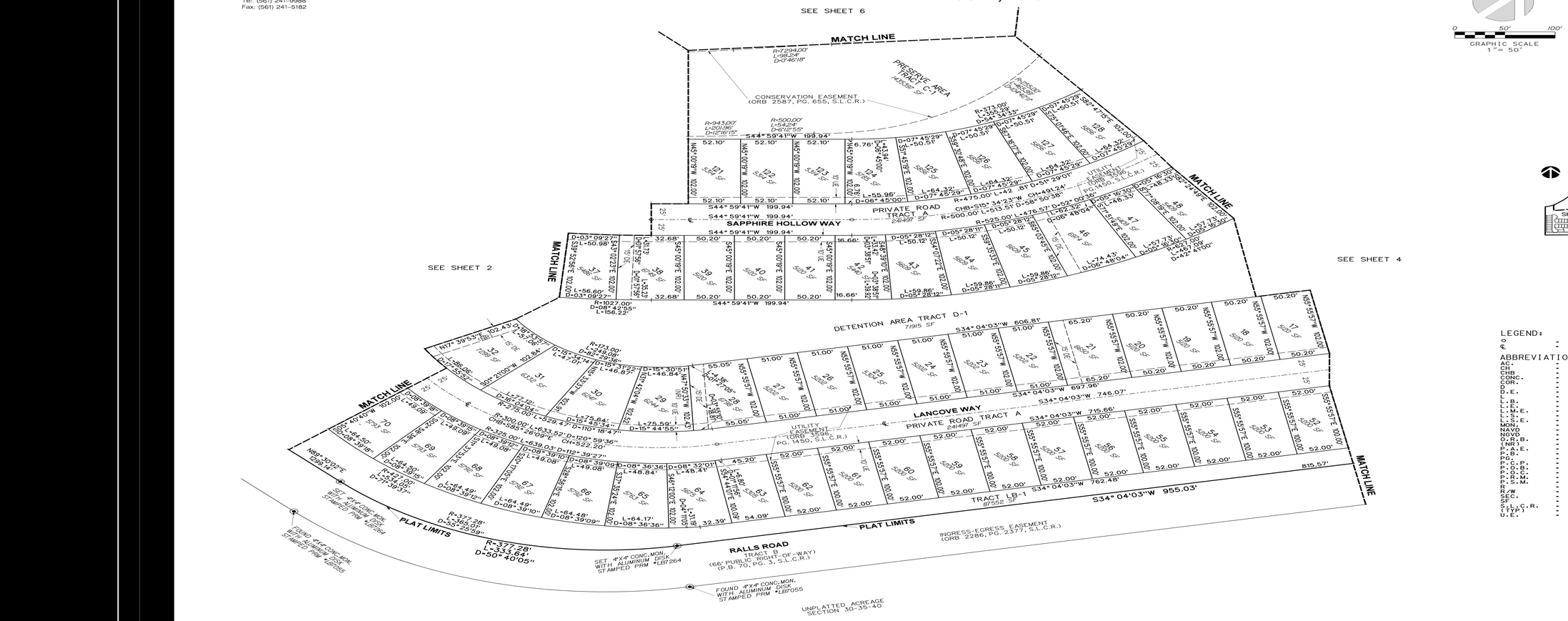
SEE SHEET 6
MATCH LINE
R=7294.00'
L=98.54'
D=0°46'18"
PRESERVE AREA TRACT C-1
44,838 SF
1.029 AC
CONSERVATION EASEMENT
(ORB 2587, PG. 655, S.L.C.R.)
R=943.00'
L=201.90'
D=12°16'15"
R=500.00'
L=54.24'
D=6°12'55"
S44°59'41"W 199.94'
52.10'
52.10'
52.10'
N45°00'19"W
102.00'
6.76'
L=4.13'
D=0°28'56"
D=0°16'30"
D=0°45'00"
D=07°45'29"
D=07°45'29"
D=07°45'29

12193

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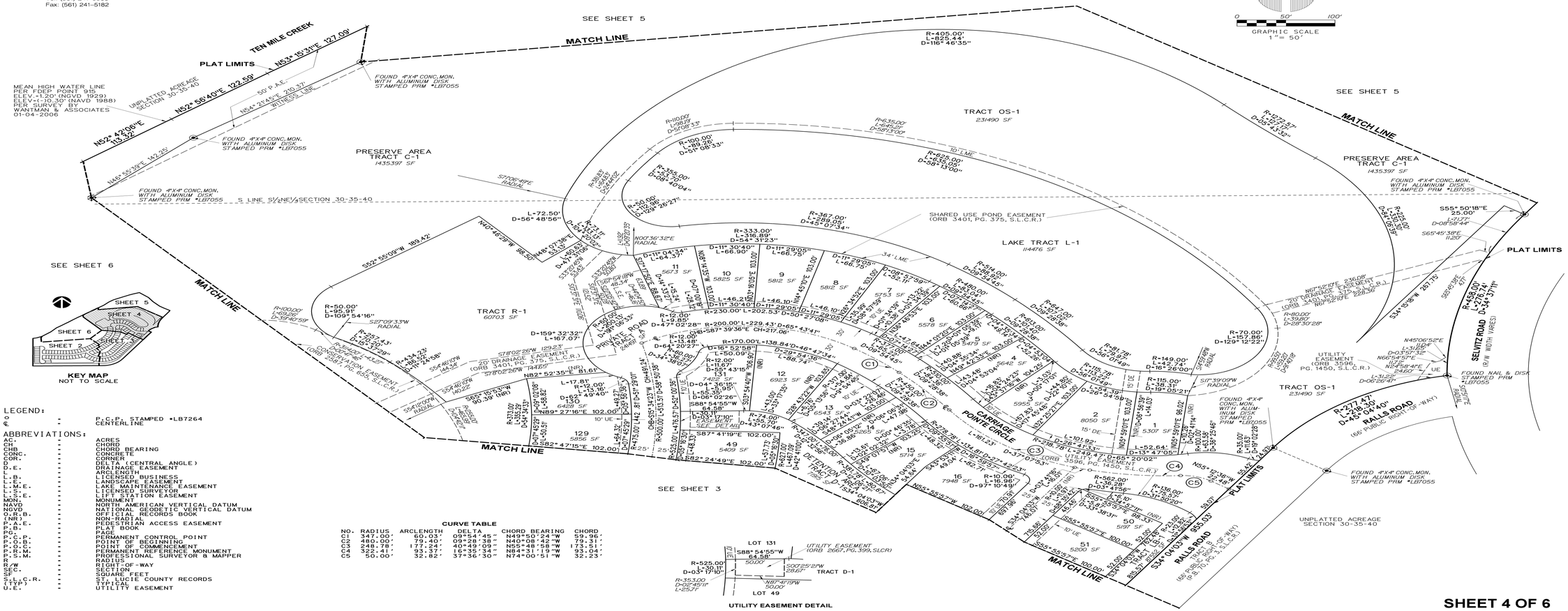

KEY MAP
NOT TO SCALE

LEGEND:

●	-	P.C.P. STAMPED #LB7264
℄	-	CENTERLINE

ABBREVIATIONS:

AC.	-	ACRES
CH.	-	CHORD
CHB	-	CHORD BEARING
CONC.	-	CONCRETE
COR.	-	CORNER
D	-	DELTA (CENTRAL ANGLE)
D.E.	-	DRAINAGE EASEMENT
ARCLENTH	-	ARCLENTH
L.B.	-	LICENSED BUSINESS
L.S.	-	LANDSCAPE EASEMENT
L.M.E.	-	LAKE MAINTENANCE EASEMENT
L.S.S.	-	LICENSED SURVEYOR
L.S.E.	-	LIFT STATION EASEMENT
MON.	-	MONUMENT
NAVD	-	NORTH AMERICAN VERTICAL DATUM
NGVD	-	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	-	OFFICIAL RECORDS BOOK
(NR)	-	NON-RADIAL
P.A.E.	-	PEDESTRIAN ACCESS EASEMENT
P.B.	-	PLAT BOOK
PG.	-	PAGE
P.C.P.	-	PERMANENT CONTROL POINT
P.O.B.	-	POINT OF BEGINNING
P.O.C.	-	POINT OF COMMENCEMENT
P.R.M.	-	PERMANENT REFERENCE MONUMENT
P.S.M.	-	PROFESSIONAL SURVEYOR & MAPPER
R	-	RADIUS
R/W	-	RIGHT-OF-WAY
SEC.	-	SECTION
SF	-	SQUARE FEET
S.L.C.R.	-	ST. LUCIE COUNTY RECORDS
(TYP)	-	TYPICAL
U.E.	-	UTILITY EASEMENT

CURVE TABLE

NO.	RADIUS	ARCLENGTH	DELTA	CHORD BEARING	CHORD
C1	347.00'	60.03'	09°54'45"	N49°50'24"W	59.96'
C2	480.00'	79.40'	09°28'38"	N40°08'42"W	79.31'
C3	248.78'	177.24'	40°49'09"	N55°48'58"W	173.51'
C4	322.41'	93.37'	16°35'34"	N84°31'19"W	93.04'
C5	50.00'	32.82'	37°36'30"	N74°00'51"W	32.23'

UTILITY EASEMENT DETAIL

12193

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JULY, 2018

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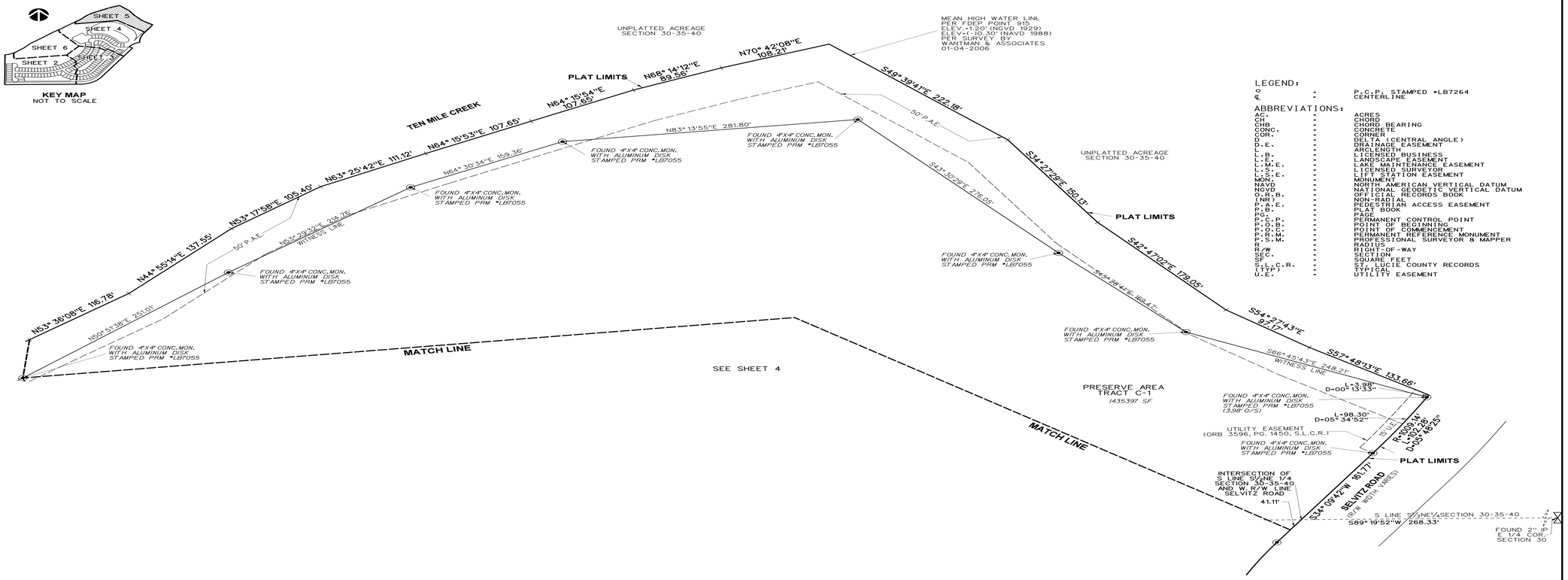
KEY MAP
NOT TO SCALE

GRAPHIC SCALE
1" = 50'



LEGEND:

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JULY, 2018

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GRAPHIC SCALE
0 50' 100'
1" = 50'

KEY MAP
NOT TO SCALE
SHEET 5
SHEET 4
SHEET 6
SHEET 1
SHEET 2
SHEET 3

LEGEND:

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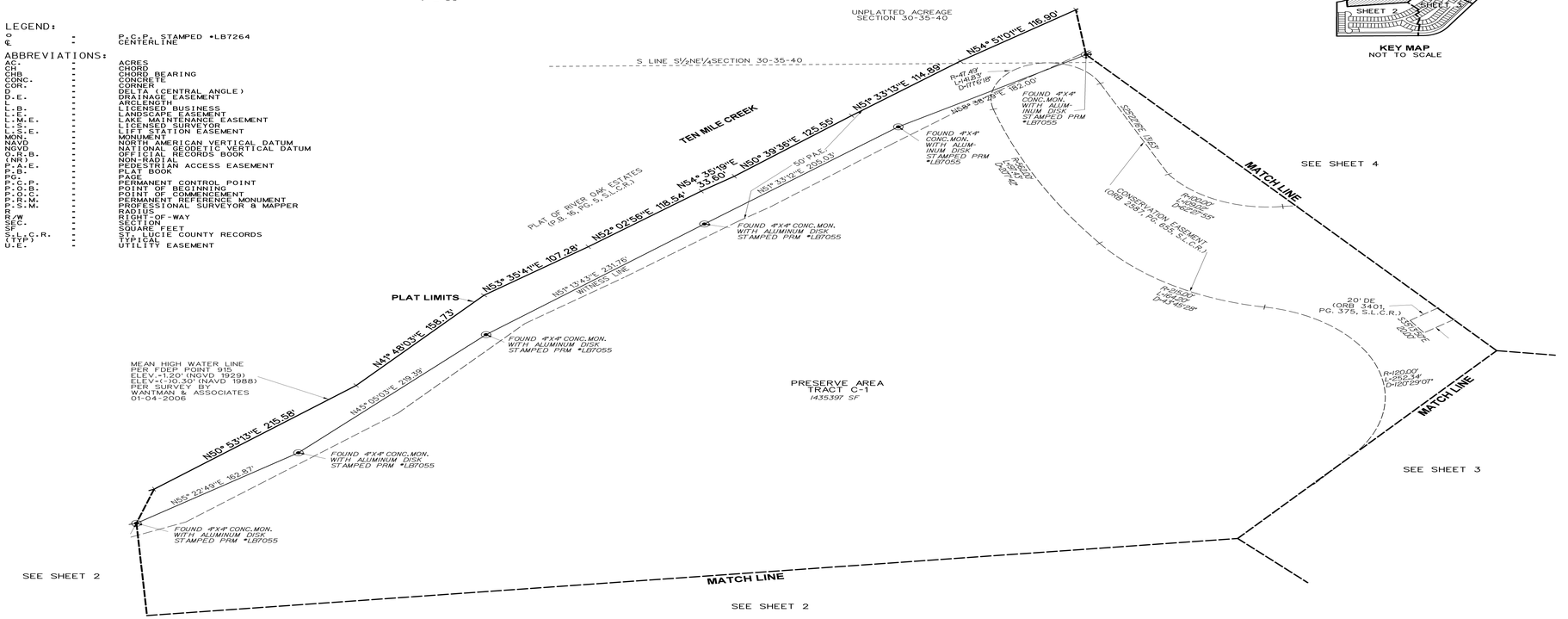

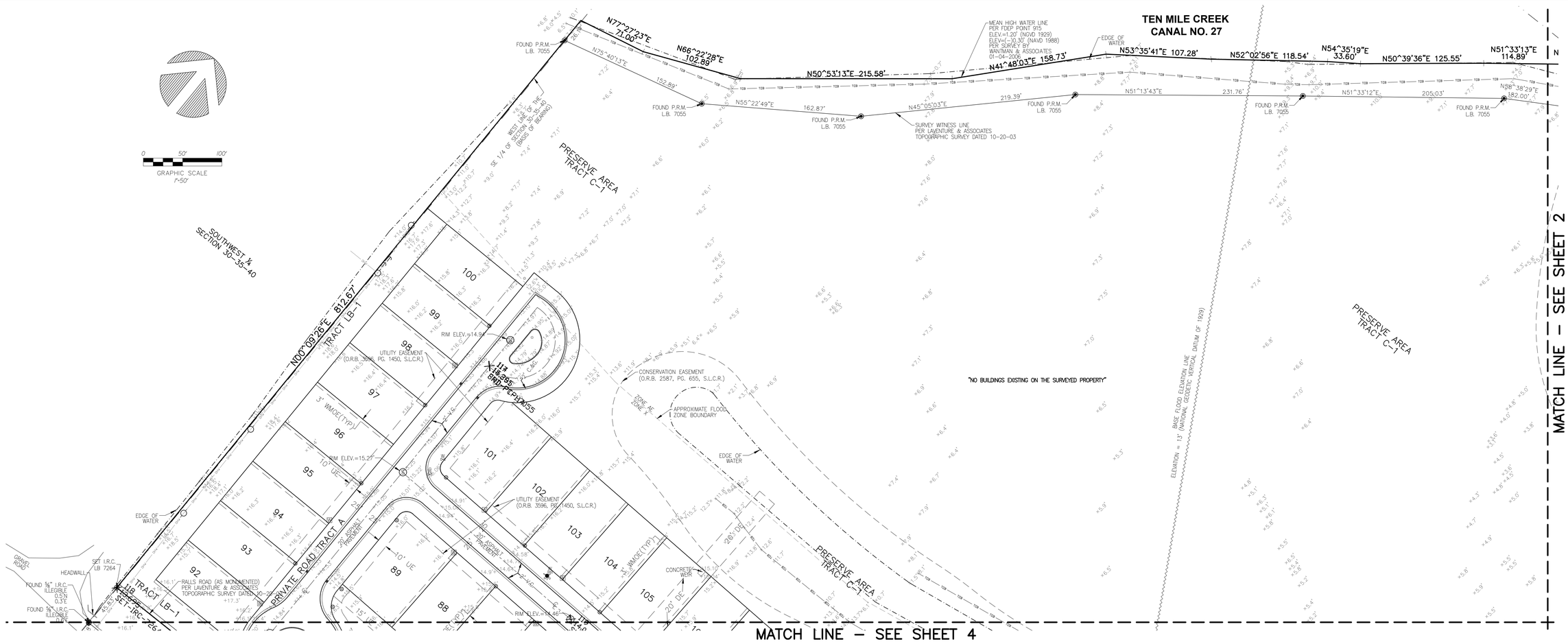

MATCH LINE – SEE SHEET 2

MATCH LINE – SEE SHEET 4

LEGAL DESCRIPTION

LOTS 1 THROUGH 131, INCLUSIVE, TRACT A, TRACT C-1, TRACT D-1, TRACT D-2, TRACT L-1, TRACT R-1, TRACT OS-1, TRACT LB-1, ALL OF "CARRIAGE POINTE ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70 AT PAGES 3 THROUGH 8 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID LANDS LYING IN THE COUNTY OF ST. LUCIE, FLORIDA, CONTAINING 3,085,682 SQUARE FEET (70.838 ACRES), MORE OR LESS.

TITLE COMMITMENT INFORMATION

TITLE COMMITMENT FILE NO. 14042427 SC
PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
EFFECTIVE DATE: AUGUST 25, 2014, AT 8:00 A.M.; REVISED DATES: OCTOBER 6, 2014, AT 3:26 P.M. & NOVEMBER 13, 2014 AT 10:10 A.M.

NO.	BOOK, PAGE	DESCRIPTION	APPLIES?	PLOTTED?
7.	ORB 511, PG. 143	AGREEMENT	YES	NO
8.	ORB 912, PG. 2117	ANNEXATION AGREEMENT	YES	NO
8.	ORB 912, PG. 2119	ANNEXATION AGREEMENT	YES	NO
9.	ORB 2087, PG. 1219	ORDINANCE 04-029	YES	NO
10.	ORB 2125, PG. 2193	ORDINANCE K-308	YES	NO
11.	ORB 2153, PG. 1497	RESOLUTION – SITE PLAN APPROVAL	YES	NO
12.	ORB 2286, PG. 2377	INGRESS-EGRESS, UTILITY & DRAINAGE EASEMENT	YES	YES
13.	ORB 2585, PG. 1293	ROAD IMPROVEMENT AGREEMENT	YES	NO
14.	ORB 2587, PG. 655	CONSERVATION EASEMENT	YES	YES
16.	ORB 2667, PG. 399	BELLSOUTH EASEMENT	YES	YES
17.	ORB 2853, PG. 1072	SOVEREIGN SUBMERGED LANDS EASEMENT	YES*	YES
18.	ORB 3117, PG. 2774	WATER/WASTEWATER AGREEMENT	YES	NO
19.	ORB 3401, PG. 375	SHARED USE POND EASEMENT	YES	YES
20.	ORB 3596, PG. 1450	UTILITY EASEMENT	YES	YES
23.	ORB 3673, PG. 668	DEVELOPMENT AGREEMENT	YES	NO
1. 24.	PLAT BOOK 70, PG. 3	MATTERS ON PLAT	YES	YES

* BENEFITS PROPERTY

ABBREVIATIONS

C.B.S.	CONCRETE BLOCK STRUCTURE
CONC.	CONCRETE
COR.	CORNER
ELEV.	ELEVATION
I.R.	IRON ROD
I.R.C.	IRON ROD AND CAP
L.B.	LICENSED BUSINESS
L.S.	LICENSED SURVEYOR
NAVD '88	NORTH AMERICAN VERTICAL DATUM OF 1988
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P.O.B.	POINT OF BEGINNING
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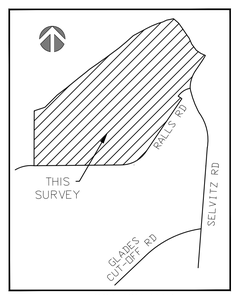
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
S.L.C.R.	SAINT LUCIE COUNTY RECORDS
U.E.	UTILITY EASEMENT

FLOOD INFORMATION

COMMUNITY NUMBER	:	120285
PANEL NUMBER	:	0188
SUFFIX	:	F
DATE OF FIRM INDEX	:	AUGUST 19, 1991
ZONE	:	X AND AE
BASE FLOOD ELEVATION	:	12' & 13' (NGVD 1929)

LEGEND

- TELEPHONE BOX
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- SANITARY LATERAL
- FIRE HYDRANT
- BACKFLOW PREVENTOR
- WATER METER
- WATER VALVE
- WATER SERVICE
- ELECTRIC BOX
- ELECTRIC HANDHOLE
- WOOD POWER POLE
- GUY WIRE ANCHOR
- SITE BENCHMARK
- +6.7' SPOT ELEV. (NAVD '88)
- ANTENNA
- TRANSFORMER
- SINGLE POST SIGN
- LS LIFT STATION VALVE
- PO LIFT STATION PUMPOUT
- GREY PVC PIPE
- GUARDRAIL
- OHW OVERHEAD WIRE
- TOE TOE OF BANK
- TOB TOP OF BANK



LOCATION MAP
N.T.S.

NOTES

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 30-35-40, SAID BASIS OF BEARING IS NORTH 00°11'03" EAST, ACCORDING TO THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.
4. UNDERGROUND IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.
5. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
6. BENCHMARK DESCRIPTION: SAINT LUCIE COUNTY BENCHMARK 'ROGER'. ELEVATION = 13.69' (NAVD '88); VERTICAL CONTROL DISK IN CONCRETE LOCATED 42 FEET (+/-) EAST OF THE EAST EDGE OF PAVEMENT OF SELVITZ ROAD, 10 FEET (+/-) NORTHEAST OF A WOOD UTILITY POLE, 3 FEET(+/-) WEST OF THE CORNER POST OF A 6 FOOT CHAIN-LINK FENCE, AT THE INTERSECTION OF GLADES CUTOFF AND SELVITZ ROAD.
7. EASEMENTS AND PARCELS PER RECORD PLAT UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATION

TO: CARRIAGE POINTE LAND INVESTORS LLC, A COLORADO LIMITED LIABILITY COMPANY
PIERCE 131, LLC, A FLORIDA LIMITED LIABILITY COMPANY;
STRATUS COMPANIES, LLC;
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH MINIMUM STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

_____
JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

DATE OF LAST FIELD WORK : MAY 24, 2018

JOB NO. 12193
SCALE 1"=50'
FB/PG
DRAWN TMP
CHECKED JSH
SHEET 1 OF 4

SEAL

NO.	DATE	BY	CK'D	REVISIONS:
1	02/12/2013	JEK	JSH	REVISE BOUNDARY
2	06/03/2014	JEK	JSH	UPDATE SURVEY
3	10/08/2014	JEK	JSH	UPDATE SURVEY
4	05/24/2018	TMP	JSH	UPDATE SURVEY
5				
6				

CARRIAGE POINTE
BOUNDARY & TOPOGRAPHIC SURVEY

PERIMETER
SURVEYING & MAPPING
949A Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-5182
Certificate of Authorization No. LB 7264

MATCH LINE – SEE SHEET 1

TEN MILE CREEK
CANAL NO. 27

MEAN HIGH WATER LINE
PER FDEP POINT 915
ELEV.=1.20' (NGVD 1929)
ELEV.=2.30' (NAVD 1988)
PER SURVEY BY
WANTMAN & ASSOCIATES
01-04-2006

N51^33'13"E 114.89'
N54^51'01"E 116.90'
N52^42'06"E 113.32'
N52^56'40"E 122.59'
N53^15'31"E 127.09'
N53^36'08"E 116.78'
N44^55'14"E 137.55'
N53^17'58"E 105.40'
N63^25'42"E 111.12'
N64^15'53"E 107.65'
N64^15'54"E 107.65'
N68^14'12"E 89.56'
N70^42'08"E 108.21'
S49^39'41"E 222.18'
S34^27'29"E 150.13'
S42^47'02"E 179.05'

N58^38'29"E 182.00'
N46^55'39"E 142.25'
N54^21'45"E 210.37'
N50^51'38"E 251.01'
N53^29'32"E 214.76'
N64^30'34"E 159.36'
N83^13'55"E 281.80'
S43^30'29"E 276.05'

EDGE OF WATER
FOUND P.R.M. L.B. 7055
RUBBER RIP-RAP
SURVEY WITNESS LINE PER LAVENTURE & ASSOCIATES TOPOGRAPHIC SURVEY DATED 10-20-03
SE 1/4 OF SECTION 30-35-40
NORTH LINE OF THE
N89°19'52"E
PRESERVE AREA
TRACT C-1
"NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY"
APPROXIMATE FLOOD ZONE BOUNDARY
ZONE AE
ZONE X
CONSERVATION EASEMENT (O.R.B. 2587, PG. 65, S.L.C.R.)
SHARED USE POND EASEMENT (O.R.B. 3401, PG. 375, S.L.C.R.)
TRACT R-1
RIM ELEV.=11.57'
LIFT STATION
RIM ELEV.=11.98'
CONCRETE WEIR
ASPHALT PAVEMENT
2' V.G.
PRIVATE ROAD
UTILITY EASEMENT (O.R.B. 3596, PG. 1450, S.L.C.R.)
POND
TOP OF WATER ELEV.= 5.19'
(NAVD 88)
9-25-2012
TRACT OS-1
10' UTILITY EASEMENT
SURVEY WITNESS LINE PER LAVENTURE & ASSOCIATES TOPOGRAPHIC SURVEY DATED 10-20-03
EDGE OF WATER

MATCH LINE – SEE SHEET 3

0 50' 100'
GRAPHIC SCALE
1"=50'

ABBREVIATIONS

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P.O.C.	POINT OF COMMENCEMENT
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
S.L.C.R.	SAINT LUCIE COUNTY RECORDS
U.E.	UTILITY EASEMENT

LEGEND

- T — TELEPHONE BOX
- S — SANITARY SEWER MANHOLE
- D — STORM DRAIN MANHOLE
- CATCH BASIN
- SANITARY LATERAL
- FIRE HYDRANT
- BACKFLOW PREVENTOR
- W — WATER METER
- WATER VALVE
- WATER SERVICE
- E — ELECTRIC BOX
- EH — ELECTRIC HANDHOLE
- WOOD POWER POLE
- GUY WIRE ANCHOR
- SITE BENCHMARK
- +8.7' — SPOT ELEV. (NAVD '88)
- ANTENNA
- TRANSFORMER
- SINGLE POST SIGN
- LS — LIFT STATION VALVE
- LIFT STATION PUMPOUT
- GREY PVC PIPE
- GUARDRAIL
- OHW — OVERHEAD WIRE
- TOE — TOE OF BANK
- TOB — TOP OF BANK

JOB NO. 12193
SCALE 1"=50'
FB/PG —
DRAWN JEK
CHECKED JSH
SHEET 2 OF 4

SEAL

NO.	DATE	BY	CK'D	REVISIONS:
1	02/12/2013	JEK	JSH	REVISE BOUNDARY
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3	10/08/2014	JEK	JSH	UPDATE SURVEY
4	05/24/2018	TMP	JSH	UPDATE SURVEY
5				
6				

CARRIAGE POINTE
BOUNDARY & TOPOGRAPHIC SURVEY

PERIMETER
SURVEYING & MAPPING
949A Clint Moore Road, Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-5182
Certificate of Authorization No. LB 2276

MATCH LINE – SEE SHEET 2

MATCH LINE – SEE SHEET 4

PRIVATE ROAD TRACT A

PRESERVE AREA TRACT C-1

DETENTION AREA TRACT D-1

LAKE TRACT L-1

TRACT OS-1

TRACT LB-1

TRACT B

TEN MILE CREEK CANAL NO. 27

RALLS ROAD (P.B. 70, PG. 3, S.L.C.R.) (66' PUBLIC R/W)

SELVITZ ROAD (R/W VARIES)

"NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY"

955.03'

S34°04'03"W 955.03'

A PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 30-35-40

SE 1/4 OF SECTION 30-35-40

EAST LINE OF THE SE 1/4 OF SECTION 30-35-40

EAST ¼ CORNER SECTION 30 FOUND 2" IRON PIPE (NO I.D.)

ABBREVIATIONS

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- GREY PVC PIPE
- GUARDRAIL
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- TOE — TOE OF BANK
- TOB — TOP OF BANK

GRAPHIC SCALE 1"=50'

JOB NO.	12193
SCALE	1"=50'
FB/PG	
DRAWN	JEK
CHECKED	JSH
SHEET	3 OF 4

SEAL

NO.	DATE	BY	CK'D	REVISIONS:
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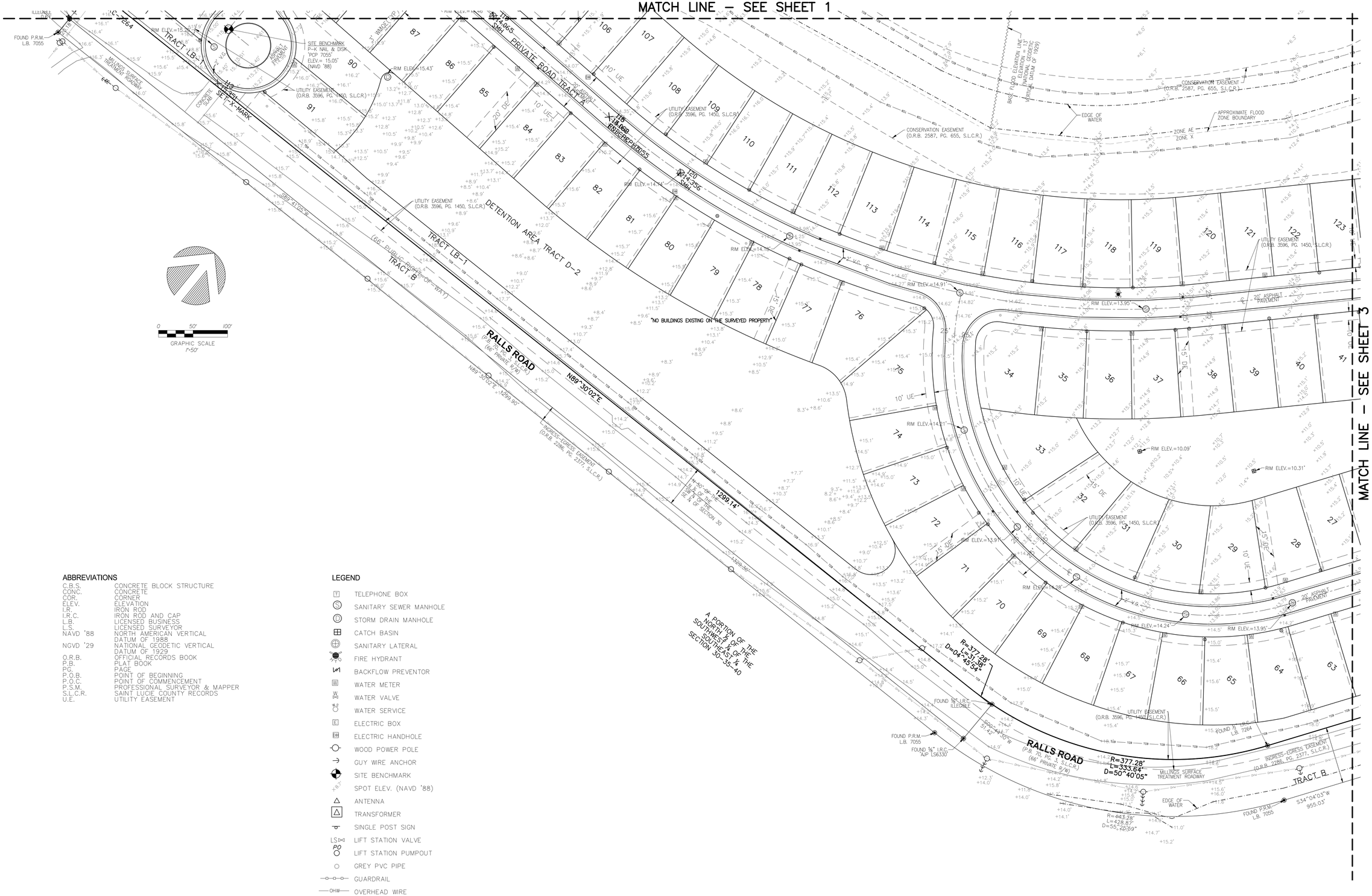
Tel: (561) 241-9988
Fax: (561) 241-5182
Certificate of Authorization No. LB 2276

MATCH LINE – SEE SHEET 1

MATCH LINE – SEE SHEET 3



ABBREVIATIONS

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- TOB — TOP OF BANK

JOB NO. 12193
SCALE 1"=50'
FB/PG ____ JEK
DRAWN ____ JSH
CHECKED ____ JSH
SHEET 4 OF 4

SEAL

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6				

CARRIAGE POINTE
BOUNDARY & TOPOGRAPHIC SURVEY

PERIMETER
SURVEYING & MAPPING
949A Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-5182
Certificate of Authorization No. LB 7264

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

June 19, 2018

Brian Nolan, AICP, ASLA
701 SE Ocean Blvd
Stuart, FL 34994

SUBJECT: Minor Replat – Carriage Pointe
TECHNICAL REVIEW PROJECT: # 18-05000002

Comments:

1. Please make all changes requested by both the City of Fort Pierce Engineering Department and Northstar Geomatics.

2. Please have the final plat document with all changes prior to the City Commission meeting so that if approved it can be signed and recorded with St. Lucie County.

Please provide a written response to all TRC comments and provide submittal of all new materials by June 28, 2018 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
AUG 02 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Carriage Pointe Minor Replat – Selvitz Road and Ralls Road
TRC No. 18-05000002

DATE : August 2, 2018

This is to advise you that we have completed the review of the following documents as received by this office on August 2, 2018:

- ☐ Minor Replat Submittal
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☑ Email Correspondence
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend w/conditions ☐ Do Not Recommend

☐ Approval of Site Plan ☑ Approval of Minor Replat ☐ 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 conditions of approval

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Prior to placement on the agenda for City Commission final plat approval, the applicant shall have in place the proper surety based on an reviewed and approved certified cost estimate.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

July 31, 2018

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: **Carriage Pointe Estates Replat -- Review #2** NS Project 18-037

Dear Ms. Telle:

I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1 and City of Fort Pierce Subdivision requirements as provided to me by the City. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, surveyor's opinion of plat boundary or mathematical calculations or acreages.

My previous plat comments have been satisfactorily addressed by the platting surveyor and the field PRM inspection was successfully completed.

Sincerely,

Gregory S. Fleming
For: NorthStar Geomatics Inc.
Florida Surveyor and Mapper No. 4350

P.O. Box 2371, Stuart, Florida, 34995 Phone 772-781-6400 Fax 772-781-6462

NORTHSTAR GEOMATICS

SURVEYING/MAPPING
GEOGRAPHIC INFORMATION SYSTEMS
ASSET INVENTORY

P.O. Box 2371
Stuart, FL 34995

Invoice

Date	Invoice #
6/18/2018	6192

Bill To:
City of Ft. Pierce Engineering Attn: Tracy Telle P O Box 1480 Ft. Pierce, FL 34954-1480

NS Proj # / Location	P.O. Number:	Terms
18-037		Due on Receipt

Description	Hours/Qty	Rate	Amount
CARRIAGE POINTE ESTATES REPLAT - plat review and PRM inspection		1,200.00	1,200.00

RECEIVED
JUN 19 2018
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

Total	$1,200.00
Payments/Credits	$0.00
Balance Due	$1,200.00

Phone #	Fax:
772-781-6400	772-781-6462

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: June 21, 2018
Property Address: Intersection of Rails & Selvitz Road
Property Name:
Project Name: Carriage Pointe – Minor Replat
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 6/20/18

FPUA Comments

Minor Replat - Carriage Pointe - Corner of Ralls Road and Selvitz Road

W/WW Engineering: We are in need of more information on easement relocations and how that impacts our utilities presently on and off the site. Please direct any questions to James Carnes, P.E. Supervising Engineer of the Water/ Wastewater Department for Fort Pierce Utilities Authority at (772)466-1600 x 3472

Electric & Gas Engineering: Approved

June 13th, 2018

Project: **Carriage Pointe Minor Replat**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

It is my understanding that the City of Ft. Pierce has a consultant that is responsible for the review of plats or replats. As such, I have no comments.

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

TO:	Brandon Creagan, LEED Green Associate, Planner
THROUGH:	Mayte Santamaria, Assistant Director
FROM:	Kori Benton, Senior Planner
DATE:	June 20, 2018
SUBJECT:	Minor Replat – Carriage Pointe Intersection of Ralls & Selvitz Road

Background

The St. Lucie County Planning & Development Services Department has completed a review of the June 7, 2018 distribution of Technical Review Project# 18-05000002.

The applicant is requesting approval for a Subdivision, presented as a *Minor Replat* to account for the relocation of drainage/utility easements and to account for the modification to the Single Family lot side yard setback.

The property is located at the Intersection of Ralls & Selvitz Road, and is zoned PD, Planned Development. The main Parcel ID for the property is listed as 2430-503-0139-000-4.

Background & Findings

On December 21, 2004, the Board of County Commissioners, through Resolution 04-228, granted Final Planned Unit Development, and rezoning, approval for the project known as 10 Mile Estates – PUD, a proposed *132 lot single-family home subdivision.*, located at the southeast corner of the intersection of Ralls Road and Selvitz Road.

The approval was conditioned upon the following, in addition to the general notes and detail of the approved Final Development Plan:

- No two adjoining homes shall have the same front architectural elevation.
- Prior to Final Plat approval for this project, the developers, their successors and assigns, shall have entered into an enforceable utility service agreement with Ft. Pierce Utilities Authority to ensure the provision of water and sewer services. This agreement shall be in a form consistent with St. Lucie County regulations regarding utility service extensions and service provisions.
- The irrigation system within this project shall be designed to accept reuse water from the Ft. Pierce Utilities Authority as the preferred method of irrigation.
- Prior to the issuance of any land clearing permits for the Ten Mile Estates development, the developers shall clearly delineate all areas to be preserved and/or protected. Delineation shall be either the placing of silt fencing, safety fencing or similar type of materials. Flagging shall

not be used except as a guide for the installation of the fencing materials. All land clearing activities shall be in accordance to the specific conditions/standards outlined in the Land Clearing Permit.

The provided staff memo suggests adjustment to the side yard setback, however the application and support packet does not detail or present specific adjusts to the approved Planned Development. Based upon the provided documents, staff does not have any comments at this time.

Please contact Kori Benton at 772-462-2518 if you have any questions or would like to discuss the presented comments.

lucido&associates

July 9, 2018

Brandon Creagan, MCRP, LEED Green Assoc.
Planner
Planning Department
City of Fort Pierce
100 N. US1
Fort Pierce, FL 34950

Re: Carriage Pointe – Replat Comment Responses
(LA 17-446)
Our Reference Number: 17-771

Dear Mr. Creagan:

We are in receipt of the Plat review comments, as prepared by Northstar Geomatics and dated July 2, 2018. Please find below the comments provided along with our responses in ***bold italics***.

1. PRM's myst be placed and verified by reviewing surveyor prior to approval by City Commission. Platting Surveyor or designee must be present at inspection. Please notify reviewing Surveyor to schedule PRM inspection.

Response: All PRM's have been set and were inspected July 13, 2018.

2. City of Fort Pierce requires the text "Docket No.____" under PB/Page in upper right corner.

Response: All plat sheets revised as per comment.

3. Add "Gregory S. Fleming, PSM" and LS#4350 for reviewing Surveyor signature line.

Response: Plat sheet 1 was revised per comment.

4. Add "Tract B" to plat information (PB 70/Page 3) regarding Ralls Road on each sheet.

Response: Plat sheets 2,3 and 4 revised as per comment.

5. Add the letter "E" to "Pointe" in plat sub-heading.

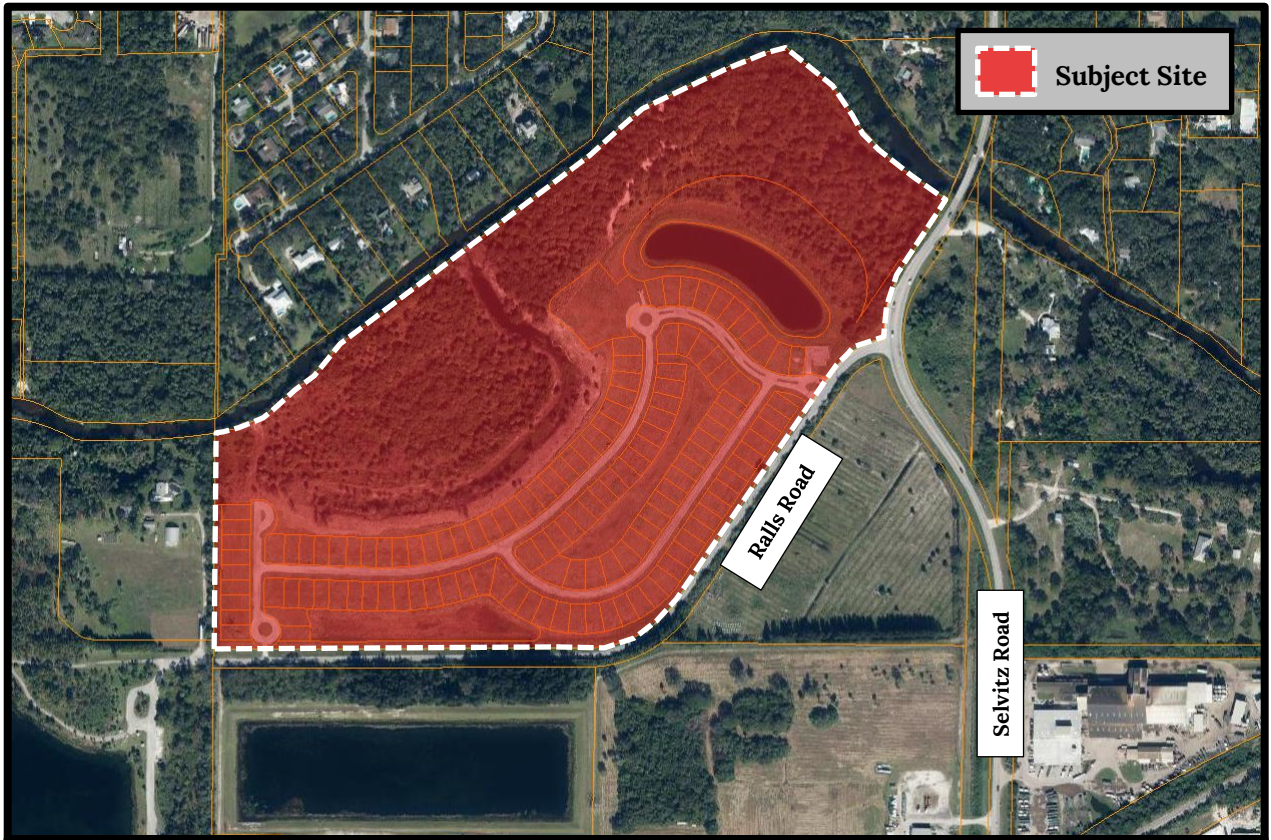
Response: All plat sheets revised as per comment.

Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

It has been our pleasure to provide you with the above responses. Should you have any questions or concerns regarding the responses above, please do not hesitate to contact me directly.

Respectfully,

Brian Nolan, AICP, ASLA
Senior Land Planner/Landscape Architect



THE SUNRISE CITY FORT PIERCE Florida

Application for Minor Replat
Carriage Pointe
Site Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Carriage Pointe Minor Replat

NOTICES PROVIDED PURSUANT TO: City Code 18-9

NOTICE BY NEWSPAPER: Sunday, September 16, 2018

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 9/19/18

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2115937	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 16, 2018

Sworn to and subscribed before me this day of, September 17, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 18-9 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 1st, 2018 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of an application for Subdivision (Minor Replat), submitted by Property Owner & Applicant Carriage Pointe Investors, LLC, to replat 73.32 acres of land for the Carriage Pointe Planned Development located at the intersection of Ralls Drive & Selvitz Road in Fort Pierce, FL. The Developer/ Applicant is required to enter into an agreement with the City of Fort Pierce and post the appropriate bond regarding the completion of the outstanding site work. The property is zoned Planned Development (PD). Parcel ID: 2430-503-0139-000-4, et al (Complete Carriage Pointe Subdivision).

All interested parties may appear at the meeting and be heard with respect to the Application. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub Septemeber 16 2018
TCN 2115937

City Commission Regular Meeting **12.g.**

Meeting Date: 10/01/2018

Re: Major Amendment to PD - Carriage Pointe - Intersection of Ralls Road and Selvitz Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-033 - Review and approval of an application for Major Amendment to a Planned Development along with an amended and restated Development Agreement by Applicant; Carriage Pointe Investors, LLC, to allow for eight (8) modifications for the subdividsion known as Carriage Point, located at the intersection of Ralls Road and Selvitz Road, Fort Pierce, FL. The property is currently zoned PD, Planned Development.
SECOND READING

SUMMARY:

- In accordance with Section, 22-40 of the City Code, the applicant is requesting the review and approval of a Development Review (Major Modification) to the PD as follows:

1. Revise the proposed amenity center to remove the pool/cabana and to add a dog park, active play area, and a covered seating area.
2. Revise the side setback from zero (0) feet to five (5) feet.
3. Identify model home lots (Lots 1-11).
4. Permit semi-improved (unpaved) walking trails within upland preserve
5. Add covered mail kiosk in the recreation area
6. Adjust lot lines and drainage easements within lots to be consistent with the Minor Replat
7. Adjust landscaping in the right-of-way and common areas to account for the Minor Replat. As well as provide a buffer along the south and west property lines.
8. Provide project phasing

- the City entered into a Development Agreement dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida (the “Development Agreement”) setting forth various terms and conditions relating to the development of the property
- on September 17, 2014, the final plat for Carriage Point was recorded in Plat Book 70, Page 3 of the Public Records of St. Lucie County, Florida; and
- the City of Fort Pierce Planning Board, at its August 14, 2018 meeting, voted to recommend approval of the application for major amendment to the City Commission; and

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Staff Report
18-033
Application for Major Amendment to PD
Site Plan
Aerial Map
TRC Comments
TRC Comment Response from Applicant
Development Agreement
Public Certification Notification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/10/2018 04:02 PM

Form Started By: Brandon Creagan
Started On: 09/05/2018 09:36 AM
Final Approval Date: 09/18/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate Planner

SUBJECT: **Application for Development Review (Major Amendment to PD)**
Carriage Pointe - 2430-503-0139-000-4

DATE: September 5, 2018

STAFF REPORT

Owner(s)/Applicant(s): Carriage Pointe Investors, LLC
5460 S. Quebec Street
Greenwood Village, CO 80111

Representative: Lucido & Associates (Brian Nolan, AICP, ASLA)
701 SE Ocean Blvd
Stuart, FL 34994

Requested Action: Recommendation of Approval for a Major Amendment to the Planned Development Plan for the Carriage Pointe Subdivision (Lots 1-131).

Location: Intersection of Ralls Drive and Selvitz Road

Parcel IDs: 2430-503-0139-000-4, et al (Complete Carriage Pointe Subdivision)

Zoning: PD, Planned Development

Future Land Use: RL, Low Density Residential

Surrounding Zoning:

North	East	South	West
AR-1(SLC) RS-3(SLC)	R-1(FP) AR-1(SLC)	I-3(FP IX(SLC)	R-1/R-2 (FP) AR-1(SLC)

Land Size: 73.32 acres

Staff Analysis:

Request:

In accordance with Section, 22-40 of the City Code, the applicant is requesting the review and approval of a Development Review (Major Modification) to the PD as follows:

1. Revise the proposed amenity center to remove the pool/cabana and to add a dog park, active play area, and a covered seating area.

2. Revise the side setback from zero (0) feet to five (5) feet.

3. Identify model home lots (Lots 1-11).

4. Permit semi-improved (unpaved) walking trails within upland preserve

5. Add covered mail kiosk in the recreation area

6. Adjust lot lines and drainage easements within lots to be consistent with the Minor Replat

7. Adjust landscaping in the right-of-way and common areas to account for the Minor Replat. As well as provide a buffer along the south and west property lines.

8. Provide project phasing

History:

On December 20, 2004, the City Commission granted annexation of the subject parcel with the adoption of Ordinance K-308. The parcel was then rezoned under Ordinance 14-022 to correct a Scrivener's Error from the aforementioned Ordinance K-308. Ordinance 14-022 redesignated the property as PD, Planned Development from R-1, Single Family Low Density as the property had a PUD zoning when it was annexed from St. Lucie County.

The approved development encompasses capacity for 131 single family residential units. The approved density for the development is represented at 1.78 dwelling units per acre. The property holds a PD, Planned Unit Development zoning designation, and is within the RL, Low Density Residential Future Land Use category.

Review

The request for Major Amendment to the Planned Development Plan is found to be generally consistent with the goals and objects of the Comprehensive plan especially in regards to Chapter 7, Recreation and Open Space Element. The proposed Major Amendment will provide ample recreation space for the residents of the development. This is achieved through the various outdoor activities that the developers are proposing to provide. The outdoor amenities include walking trails, a dog park, active play area for children, and a covered picnic area.

The remaining aspects of the Major Amendment to the Planned Development Plan are in line with what other residential developments around the area are implementing. This is especially true for the mail kiosks where residential developments are starting to move away from standard mailboxes to having mail delivered to a central location.

Technical Review Committee:

All affected departments have reviewed the proposed Major Amendment, and have provided conditional approval based upon requirements of the City Code, and other applicable regulations.

Planning Board:

At their meeting on August 14, 2018 the Planning Board voted to approve the request as presented.

Public Notification:

17 letters were sent out to residents with-in 500 feet of the subject property. As of September 5, 2018, zero (0) letters have been received. An update will be given at the next City Commission meeting.

Staff Recommendation:

The requested Application for Development Review (Major Amendment) meets the requirements of the City Code specifically section 22-40, Planned Development; therefore Staff recommends that the the City Commission approve the request as presented along with Ordinance 18-033.

ORDINANCE NO. 18-033

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF RALLS ROAD AND SEVITZ ROAD AND KNOWN AS CARRIAGE POINTE; AMENDING AND RESTATING THE DEVELOPMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce Code of Ordinances ("City Code") Section 22-40, Planned Development Zone (PD), sets forth a procedure for major modifications to a planned development; and;

WHEREAS, on December 21, 2004, the St. Lucie County Board of County Commissioners granted preliminary and final site plan approval and a change in the zoning classification (County Resolution 04-228) for the Carriage Pointe Estates development ("Carriage Pointe"). ; and

WHEREAS, the City Commission of the City of Fort Pierce approved the annexation of Carriage Pointe into the City on December 31, 2004;

WHEREAS, the City entered into a Development Agreement dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida (the "Development Agreement") setting forth various terms and conditions relating to the development of the property;

WHEREAS, on September 17, 2014, the final plat for Carriage Point was recorded in Plat Book 70, Page 3 of the Public Records of St. Lucie County, Florida; and

WHEREAS, the property owner Carriage Pointe Land Investors, LLC, has submitted a development review application for a major amendment to the Planned Development to allow for eight (8) modifications , and an Amended and Restated Development Agreement for review and approval by the City; and

WHEREAS, City Code Section 22-40 requires an applicant for a major modification to follow the same procedure as set forth for a new planned development request.

WHEREAS, the City of Fort Pierce Planning Board, at its August 14, 2018 meeting, voted to recommend approval of the application for major amendment to the City Commission; and

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 true and correct, and are incorporated herein as the legislative intent of this ordinance.

SECTION 2. The Carriage Pointe Planned Development as recorded in Plat Book 70, Page 3 of the Public Records of St. Lucie County, is hereby amended as follows and as shown in Exhibit "A" :

1. Revise the proposed amenity center to remove the pool/cabana and to add a dog park, active play area, and a covered seating area.

2. Revise the side setback from zero (0) feet to five (5) feet.

3. Identify model home lots (Lots 1-11).

4. Permit semi-improved (unpaved) walking trails within upland preserve.

5. Add covered mail kiosk in the recreation area.

6. Adjust lot lines and drainage easements within lots to be consistent with the Minor Replat.

7. Adjust landscaping in the right-of-way and common areas to account for the Minor Replat. As well as provide a buffer along the south and west property lines.

8. Provide project phasing.

SECTION 3. The Development Agreement is hereby amended, restated, superseded and replaced by the Amended and Restated Development Agreement attached hereto and incorporated herein as Exhibit "B."

SECTION 4. All other aspects of the original Carriage Pointe Planned Development remain in full force and effect.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Ben Bryan Jr., Esq.
Interim City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-033 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, September 2, 2018; 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 September 17, 2018; and was duly introduced, read by title only, and passed on second and final reading October 1, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this October 1, 2018.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A
Sheet A1
Major Modification to Planned Development

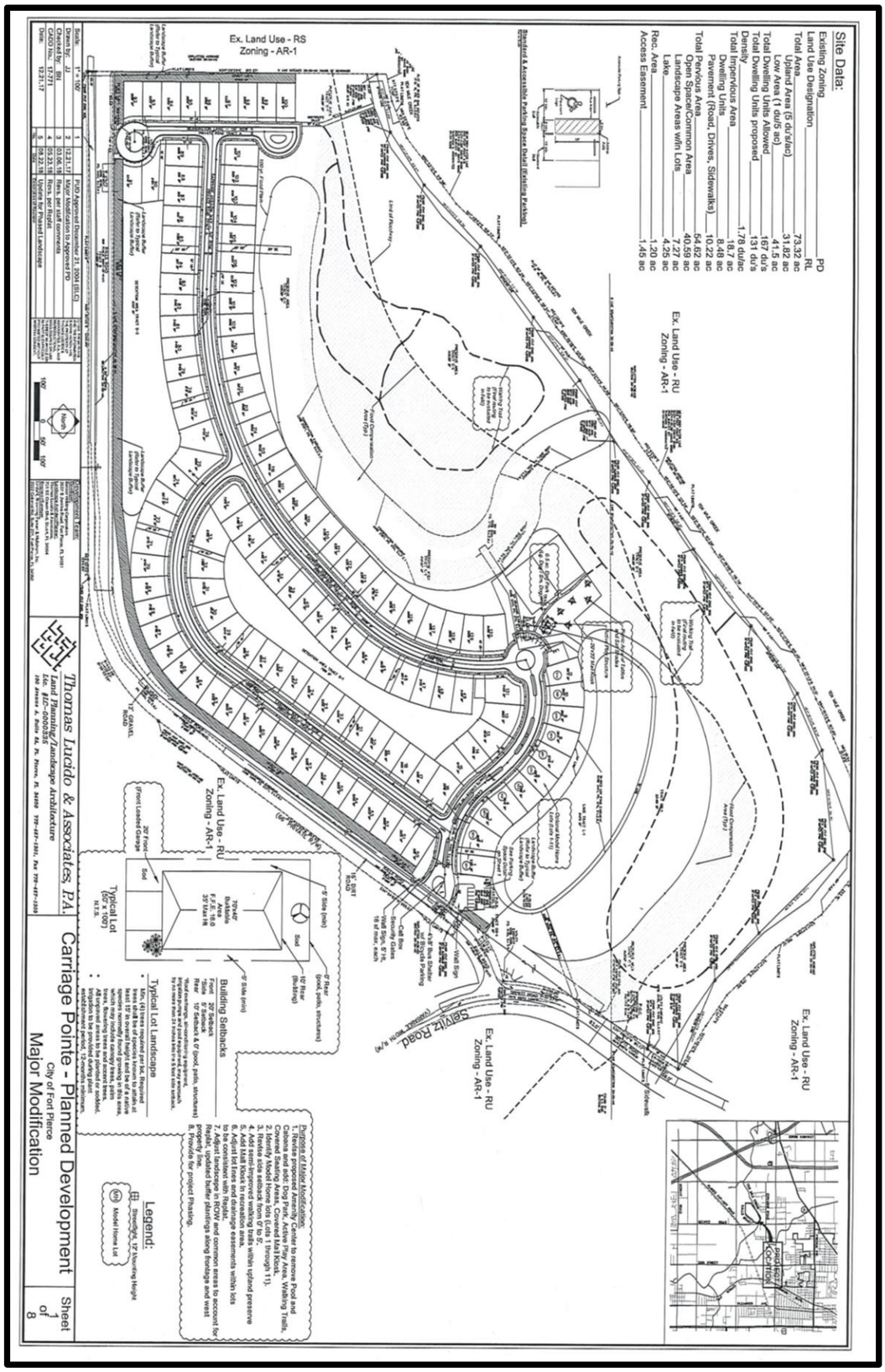


EXHIBIT A
Sheet A2
Major Modification to Planned Development

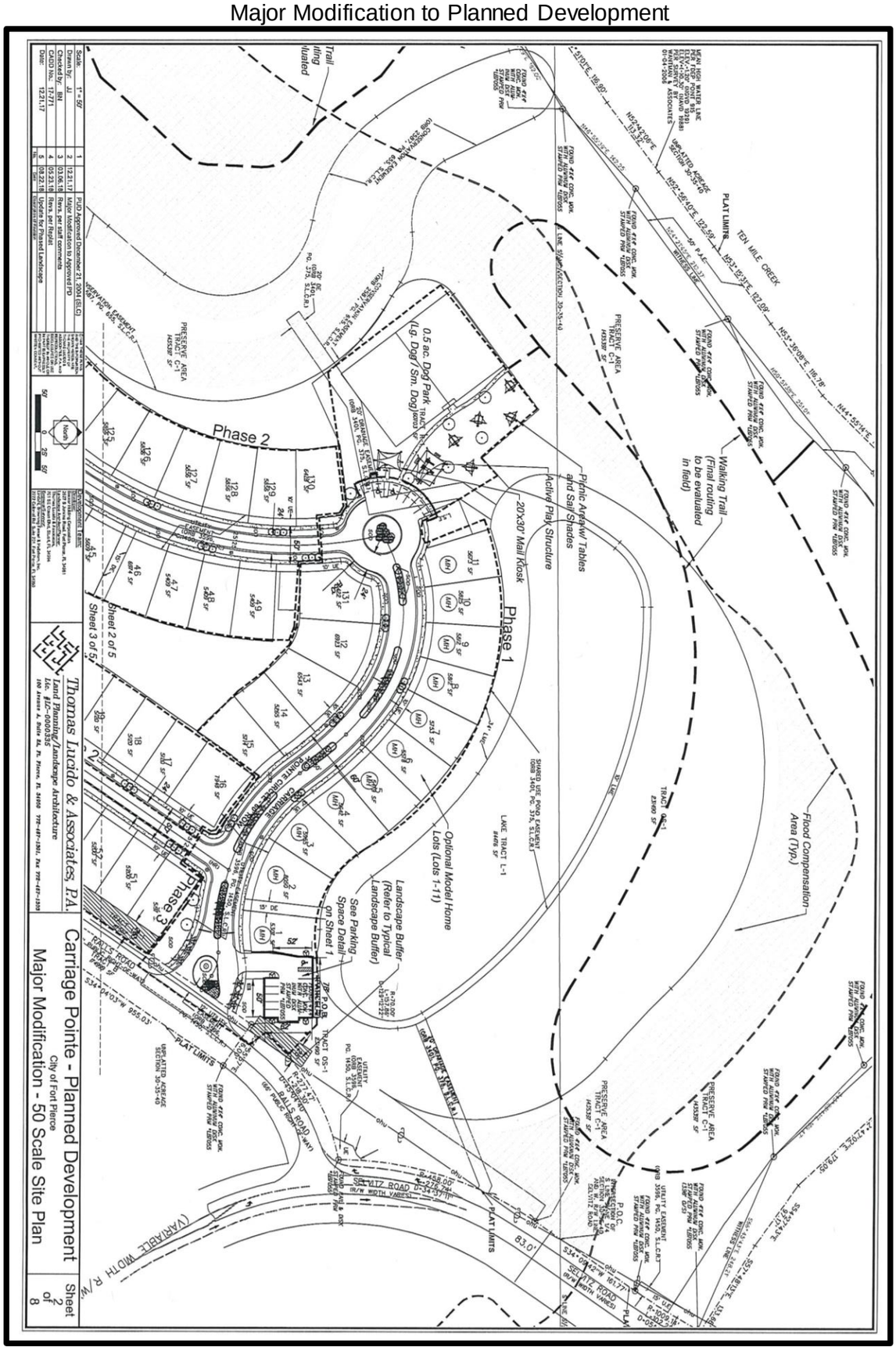


EXHIBIT A
Sheet A3
Major Modification to Planned Development

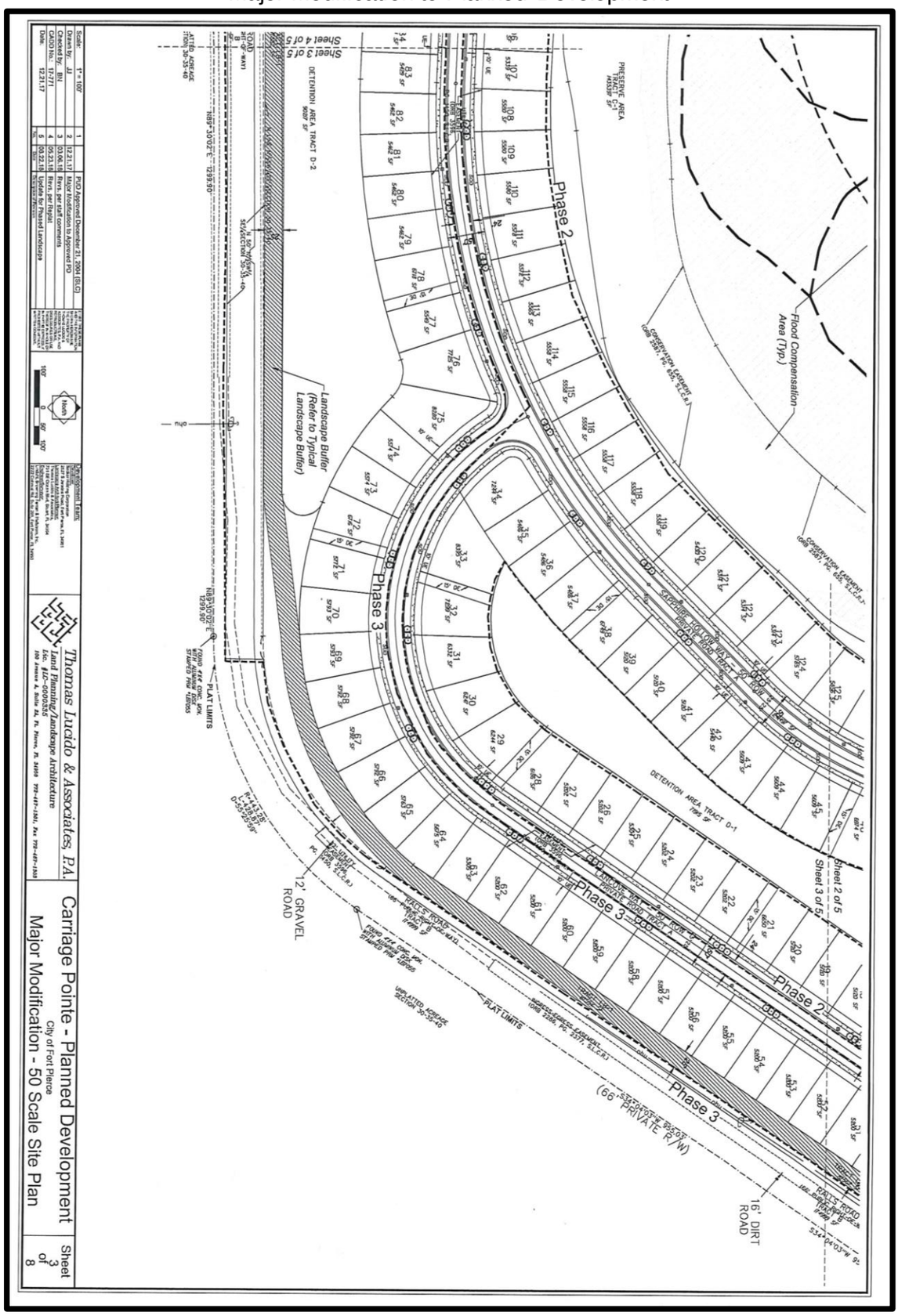


EXHIBIT A
Sheet A4
Major Modification to Planned Development

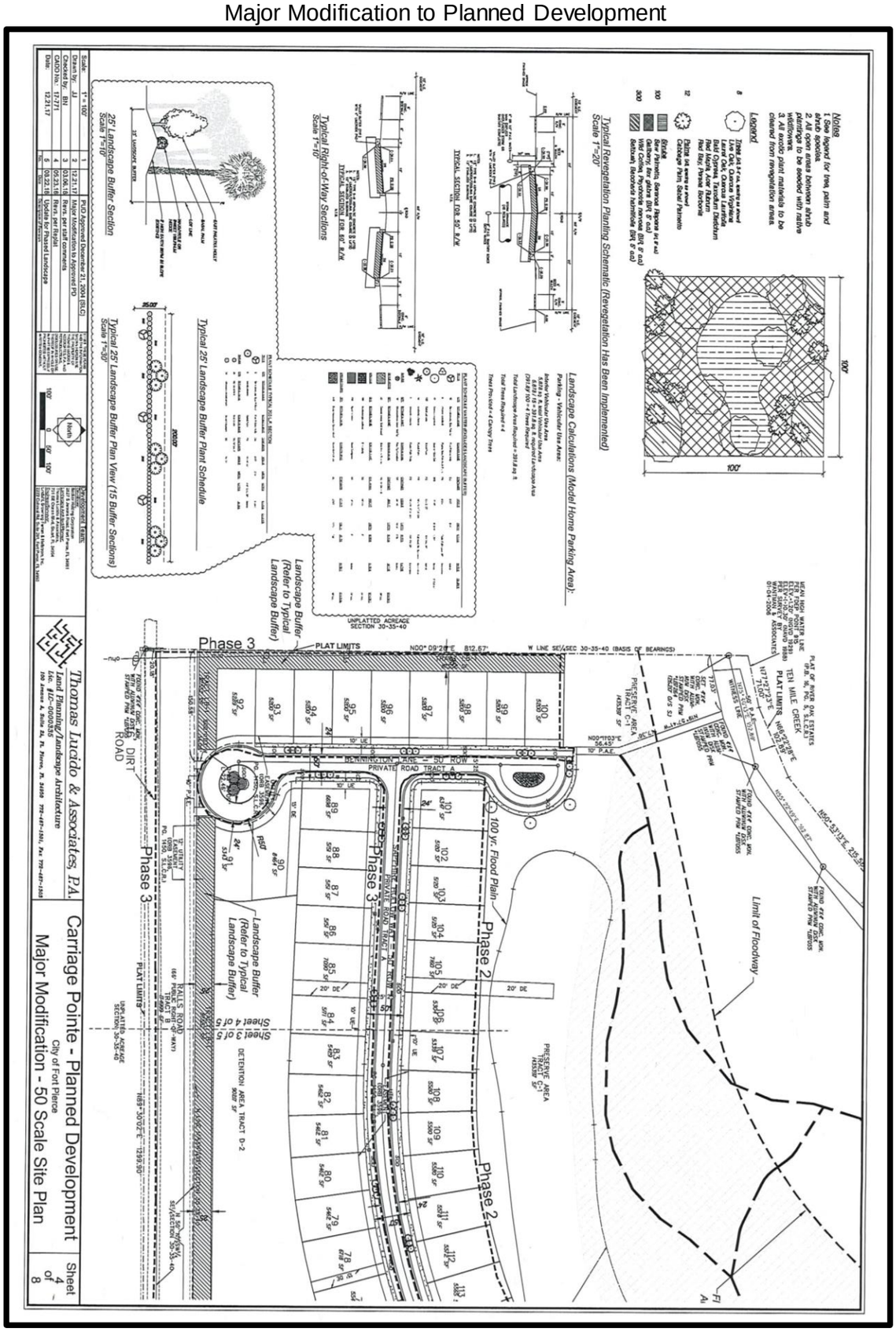


EXHIBIT A
Sheet A5
Major Modification to Planned Development

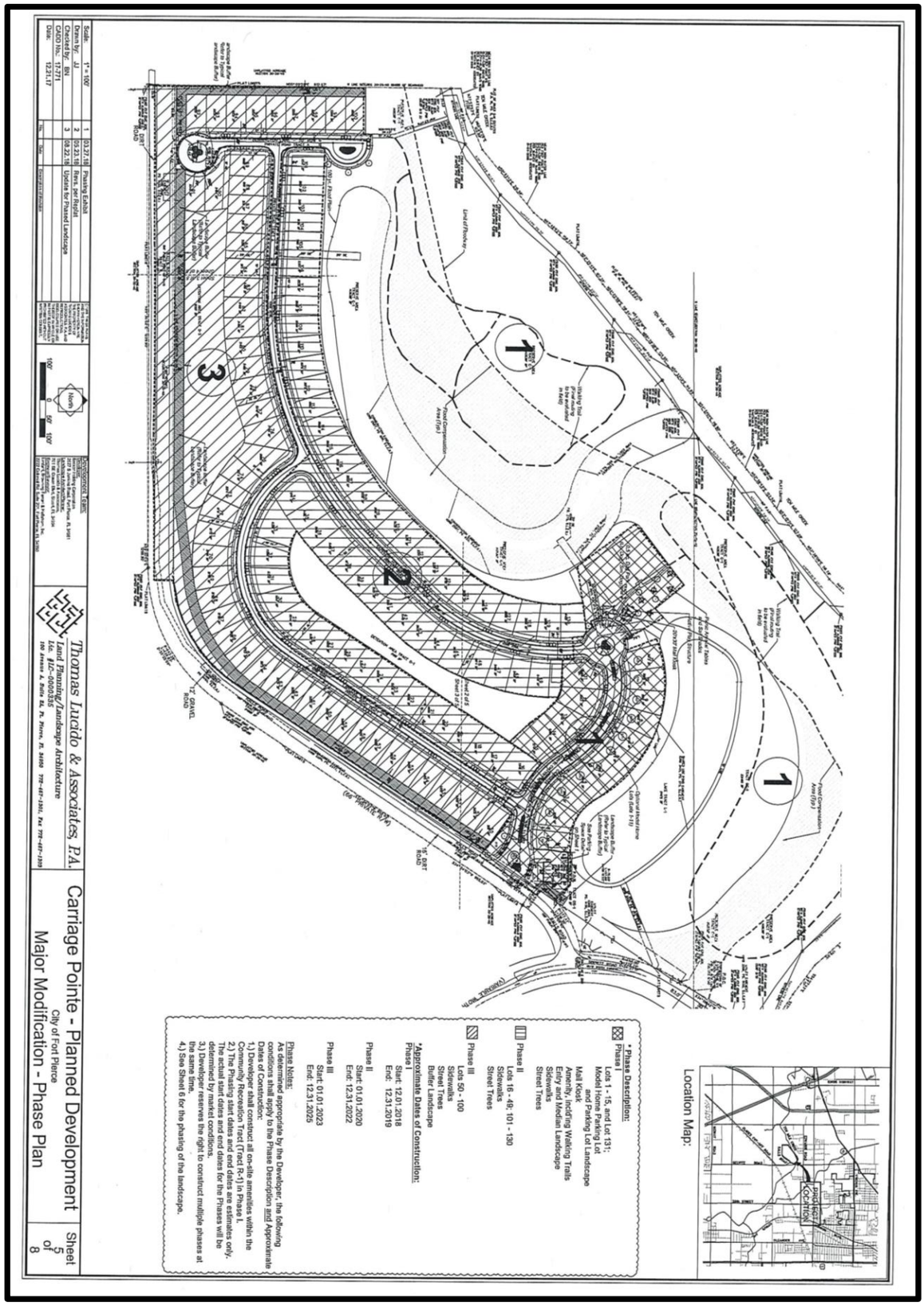


EXHIBIT B
Sheet B1
Development Agreement

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean Mead Minton & Zwemer
1903 S. 25th Street
Suite 200
Fort Pierce FL 34947
(772) 464 - 7700

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2018 (the "Effective Date"), by CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company (henceforth referred to as the "Developer"), whose mailing address is 5460 South Quebec Street, Suite 110, Greenwood Village, CO 80111, and the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple title to certain real property located in Fort Pierce, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereafter referred to as the "Property"); and

WHEREAS, a previous owner of the Property obtained final site plan approval from the St. Lucie County Board of County Commissioners on December 21, 2004, pursuant to County Resolution 04-228, for a residential development on the Property, then known as Ten Mile Estates and now known as Carriage Pointe (the "Project"); and

WHEREAS, the City Commission of the City of Fort Pierce approved the annexation of the Project into the City on December 31, 2004, pursuant to City Ordinance No. K-308; and

WHEREAS, the City and Pierce 131, LLC entered into a Development Agreement dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida (the "Development Agreement") setting forth various terms and conditions relating to the development of the Property; and

WHEREAS, on September 17, 2014, the plat of Carriage Pointe Estates was recorded in Plat Book 70, Page 3 of the Public Records of St. Lucie County, Florida, subdividing the Property into a single family subdivision; and

WHEREAS, pursuant to a Warranty Deed dated November 17, 2014 and recorded in Official Records Book 3698, Page 202 of the Public Records of St. Lucie County, Florida, Pierce 131, LLC conveyed the Property to the Developer; and

EXHIBIT B
Sheet B2
Development Agreement

WHEREAS, pursuant to an application by the Developer or its agents, the City Commission of the City of Fort Pierce approved certain amendments to the final site plan for the Property on _____, 2018.

WHEREAS, the City and the Developer desire to enter into this Amended and Restated Development Agreement in order to update and amend the terms and conditions set forth in the Development Agreement, so that the Developer may proceed to develop the Property in accordance with the amended final site plan and pursuant to the amended terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between the City and the Developer, the receipt and sufficiency of such is hereby acknowledged, Developer agrees and covenants as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference.

2. **Consideration and Conditions.** In further consideration of the forgoing and of the terms and covenants set forth herein, the parties hereto agree as follows:

a. **Landscaping.** The landscaping for the common areas within the Project will be installed in three (3) phases in accordance with the approved site plan and landscaping plan for the Project (such common area landscaping as identified in the site plan and landscaping plan shall be referred to herein as the "Landscaping"). With respect to each phase, the Developer shall provide the City with a letter of credit to secure the Developer's obligation install the Landscaping associated with that phase. The Developer shall deliver such letter of credit for each phase to the City prior to the City issuing the first building permit for a home in such phase. For example, a building permit for a home in Phase 2 of the Project will not be issued until the City has received a letter of credit for the Landscaping required for Phase 2, in accordance with this Agreement. At the Developer's option, the Developer may build homes in the phases in any order (for example, the Developer may build homes in Phase 3, before building homes in Phase 1) or the Developer may build homes in two or more phases simultaneously (for example, the Developer may build homes in Phases 2 and 3 simultaneously), provided however, that the Developer shall not receive a building permit for a home in any phase (and may not build any homes in such phase), unless the Developer first delivers to the City a letter of credit for the Landscaping for such phase, in accordance with this Agreement. Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit (in accordance with Paragraph 3 hereinbelow) to secure the Developer's obligation to complete the installation of the Landscaping for Phase 1 of the Project. The Developer shall complete the installation of all Landscaping at the entrance to the Project before the issuance of the first certificate of occupancy (C.O.) issued for the Project, but no later than two (2) years after the Effective

EXHIBIT B
Sheet B3
Development Agreement

date of this Agreement. The Developer shall complete the installation of all Landscaping for Phase 1 (excluding Street Trees) no later than two (2) years after the Effective Date of this Agreement, and shall complete the installation of all Landscaping for Phases 2 and 3 (excluding Street Trees) no later than two (2) years after delivering the letter of credit for each such phase to the City. As each home is built within the Project, the Developer shall install the required street trees in front of such home ("Street Trees"), and no home shall be issued a C.O. unless the required Street Trees have been installed in front of it.

b. **Amenities.** The approved final site plan for the Project includes the construction or installation of certain community amenities in the community Recreation Area (Tract R-1) and walking trails in the Preserve Area (Tract C-1) and Open Space Area (Tract OS-1) as more specifically shown on the approved final site plan for the project (collectively referred to herein as the "Amenities"). Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of the Amenities. The Developer shall complete the installation of all Amenities no later than two (2) years after the Effective Date of this Agreement.

c. **Sidewalks.** Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of all sidewalks along the roads within the Project (the "Sidewalks"). As each home is built within the Project, the Developer shall install the Sidewalks in front of each home, and no home shall be issued a C.O. unless the required Sidewalks have been installed in front of it.

d. **Infrastructure Improvements.** Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of all infrastructure improvements within the Project (the "Infrastructure Improvements"). The Developer shall complete the installation of all Infrastructure Improvements (which shall not include Sidewalks, Landscaping or Street Trees), no later than two (2) years after the Effective Date of this Agreement.

e. **Installation by Builder.** The Developer may enter into a contract with a home builder or other third party contractor to install all, or part, of the Landscaping (including Street Trees), Amenities, Sidewalks and any Infrastructure Improvements required herein, provided however, that Developer shall not thereby be released from its obligations set forth in this Agreement.

3. **Surety.** In order to secure Developer's obligations set forth in Paragraph 2 above, Developer shall deliver to the City irrevocable letters of credit, in an amount equal to 110% of the estimated cost of constructing or installing the above-referenced improvements or landscaping. For the purpose of determining the amount of such letters of credit, the cost of any Landscaping shall be determined by a landscape architect and approved by City staff, and the cost of any other improvements, including the Amenities

EXHIBIT B
Sheet B4
Development Agreement

Sidewalks and any Infrastructure Improvements, shall be determined by an engineer's certified cost estimate approved by the City Engineer. Each letter of credit shall be in a form with conditions as approved by the City Attorney. Developer, at Developer's option, and subject to approval by the City Attorney, may provide a bond or other form of surety in lieu of a letter of credit. The engineer's cost estimate for the Amenities, Sidewalks and Infrastructure Improvements is attached hereto as **Exhibit "B"**. The landscape architect's cost estimate for the Landscaping for Phase 1 is attached hereto as **Exhibit "C"**. After completion of the construction of the Amenities, the amount of the letter of credit set forth in **Exhibit "B"** may be reduced at Developer's request to an amount equal to 110% of the cost to complete the installation of all then remaining uncompleted Sidewalks and Infrastructure Improvements, as determined by an engineer's certified cost estimate and approved by the City Engineer. Upon representation by the Developer that the Amenities, Sidewalks and Infrastructure Improvements are completed, a final inspection shall be made by the City, and upon satisfactory completion of all such required improvements, the City shall release the letter of credit for such improvements. One year after completion of the installation of the Landscaping for any phase (including all Street Trees), the amount of the letter of credit for such Landscaping may be reduced in accordance with the requirements of the City Code, and 24 months after the completion of the installation of such Landscaping (including Street Trees) the letter of credit may be released, in accordance with the requirements of the City Code.

4. **Right to Draw Upon Surety**. In the event the Developer fails to timely complete any required improvements as set forth herein, the City shall be entitled to draw, utilize and apply to its account the security provided by the Developer for the purposes as herein described. In the event the Developer fails to timely make or complete the improvements, and the City chooses to make or complete the required improvements, the Developer grants the City and/or its designated agent(s) right of entry in order to complete the improvements, and the Developer hereby agrees to indemnify and hold harmless the City, its employees, officers and agent(s) from an against any claims related to such entry. In no event shall the City have any obligation to complete the improvements.

5. **Amendment and Replacement of Development Agreement**. This Agreement is intended to amend, restate, supersede and replace the Development Agreement by and between Pierce 131, LLC and the City, dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida.

6. **Notices.** Any notice, demand, consent, approval or other document or instrument required or permitted to be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the following address (or such other address as any party may designate from time to time in writing):

City:

City Manager

EXHIBIT B
Sheet B5
Development Agreement

100 North U.S. 1
Fort Pierce, FL 34950

With a copy to:

City Attorney
100 North U.S. 1
Fort Pierce, FL 34950

Developer:

Carriage Pointe Land Investors, LLC
Attn: Lenn Haffeman & Joseph Jundt
5460 South Quebec Street, Suite 110
Greenwood Village, CO 80111

With a copy to:

Dean, Mead, Minton & Zwemer
Attn: Lee Dobbins, Esq.
1903 S 25th Street, Suite 200
Fort Pierce, FL 34947

This forgoing is not intended to require that notice of the approval or denial of development permits be given as provided for in this provision.

7. **Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

8. **Counterparts.** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

9. **Governing Law.** This Agreement and the construction and the enforcement thereof shall be interpreted under the laws of the State of Florida. The parties hereto agree without reservation of any rights under federal or state law, that in any litigation arising under this Agreement, the parties hereto waive the right to trial before a jury and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

10. **Binding Effect.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives,

EXHIBIT B
Sheet B6
Development Agreement

successors and assigns of the Developer and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Developer from any term, condition, obligation, or duties set out in this Agreement.

11. **Laws, Ordinances and Codes.** The Developer shall comply with all federal, state and local, laws, codes, ordinances and regulations governing the permitting and construction of the Project.

12. **Covenant with Respect to Engineer's Certification.** The Developer hereby covenants and warrants that to the best of the Developer's knowledge and belief, the engineer's cost estimate, attached hereto and made a part hereof as **Exhibit "B"**, is an accurate and complete estimate of the cost to complete the installation of all uncompleted subdivision improvements the Developer is required to install in the Project (excluding Landscaping improvements) pursuant to this Agreement.

13. **Permits, Conditions, Terms or Restrictions.** The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve the Developer of the necessity of complying with the law governing permitting requirements, conditions, terms or restrictions.

14. **Amendments.** This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by the parties, or their successors in the interest.

15. **Further Documentation.** The parties hereto agree that at any time following a request therefore by another party, each shall execute and deliver to the other party such other documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of any party hereunder and the consummation of the transactions contemplated hereby.

16. **Remedies.** The City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance. However, nothing in this Agreement shall be construed to limit the right of either the Developer or the City to pursue any and all remedies available at law or in equity to enforce this agreement.

17. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating hereto.

18. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

EXHIBIT B
Sheet B7
Development Agreement

Nothing in this Agreement, express or implied, is intended nor shall be construed to confer upon nor give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be duly executed by their respective authorized representatives on the day and year set forth above.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY:

CITY OF FORT PIERCE, FLORIDA

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Ben Bryan Jr., Interim City Attorney

DEVELOPER:

CARRIAGE POINTE LAND INVESTORS, LLC,
a Colorado limited liability company

By: _____
Print Name: _____
Its: _____

EXHIBIT B
Sheet B8
Development Agreement

Exhibit "A"

Lots 1 through 131, inclusive, Tract A, Tract C-1, Tract D-1, Tract D-2, Tract L-1, Tract R-1, Tract OS-1, Tract LB-1, all of CARRIAGE POINTE ESTATES, according to the Plat thereof, recorded in Plat Book 70, Page 3, of the Public Records of St. Lucie County, Florida.

EXHIBIT B
Sheet B9A
Development Agreement

EXHIBIT "B"
Engineer's Certified Cost Estimate

SCHNARS ENGINEERING CORPORATION
947 Clint Moore Road - Boca Raton, Florida 33487 Tel: (561) 241-6455 Fax: (561) 241-5182

Permit No. | Schnars Job No.: 12193 | Prepared by: Jeff Schnars, P.E.
Control No.: | Date: 11-Sep-18 | Developer:

Carriage Point Estates

Fort Pierce, Florida

Engineer's Cost Estimate of Remaining Required Improvements Per City Code Sec 18-12

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
I. Remaining Required Improvements				
Remove and replace broken curb	30	LF	$25.00	$750.00
Asphalt 3/4" Type S-III	12,753	SY	$6.00	$76,518.00
Concrete sidewalk	42,155	SF	$3.70	$155,973.50
Detectable Warning	12	EA	$350.00	$4,200.00
Stop sign and street signs	5	EA	$500.00	$2,500.00
Thermoplastic pavement markings	1	LS	$2,000.00	$2,000.00
Adjust drainage manhole	1	EA	$250.00	$250.00
Replace MH 103 and 105 casting	2	EA	$600.00	$1,200.00
Replace CB I-22 grate	1	EA	$500.00	$500.00
Repair sewer cleanouts	12	EA	$300.00	$3,600.00
Clean drainage structure / outfall	10	EA	$100.00	$1,000.00
Control structure #2 baffle	1	EA	$250.00	$250.00
Repair dry detention area washouts	2	EA	$250.00	$500.00
Set Survey Lot Corners	1	LS	$8,500.00	$8,500.00
Set Survey Permanent Control Points	1	LS	$2,500.00	$2,500.00
Temporary Parking lot removal. Seed and mulch.	1	LS	$2,500.00	$2,500.00
Amenity items	1	LS	$152,981.33	$152,981.33
Mobilization	1	LS	$7,500.00	$7,500.00
Demobilization	1	LS	$2,500.00	$2,500.00
TOTAL				$425,722.83
SURETY AMOUNT (110%)				**$468,295.11**

This item has been electronically signed and sealed by Jeffrey T. Schnars, P.E. on the date indicated using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Jeffrey T. Schnars, P.E.
President
Civil Engineer
Florida Registration No. 46697
For the Firm
Certification of Authorization No. 6640

Notes:
1. Amenity items price provided by Thomas Lucido & Associates - see attached cost estimates

EXHIBIT B
Sheet B9B
Development Agreement

EXHIBIT "B"
Engineer's Certified Cost Estimate

17-770 Carriage Point Amenity

Hardscape Cost Estimate

Area	Product	Page Number	Manufacturer	Sales Rep.	Model #	Cost per Unit	Quantity	Total
Playground								
Play Set	Kidscape-Metal	2-3	Planet Playground	Larry	PPG1013	$ 14,555.00	1	$ 14,555.00
Ground Material	Fibar Wood Chips	4	Miller Recreation	Susan Miller	Fibar	$ 33.60	20 CU	$ 672.00
Shade Structure	One Mariner Peak	5	USA-Shade	Haley Maitre		$ 32,000.00	1	$ 32,000.00
Bench	6' Tendertuff Bench	6-8	Landscape Structures	Tricia Thomas	#141683	$ 740.00	3	$ 2,220.00
Bike Rack	Arches Bike Rack-Single	9-10	Landscape Structures	Tricia Thomas	185654	$ 140.00	3	$ 420.00
Picnic Area								
Picnic Table	Tendertuff Picnic Table 6'	12-15	Landscape Structures	Tricia Thomas		$ 1,145.00	5	$ 5,725.00
Shade Structure	Canti Single Post	16	USA-Shade	Haley Maitre		$ 7,000.00	5	$ 35,000.00
Trash Receptacle	Litter Receptacle-Poly Slats	17-18	Landscape Structures	Tricia Thomas	100094	$ 590.00	3	$ 1,770.00
Dog Park								
Dog Park Fence	Standard Coated Black 6'	20-22	Infinite Fence	Larry		$ 14.61	753 LF	$ 11,001.33
Dog Waste Station	Dog Waste Station w/ Bags	23-24	Dog Waste Depot		DEPOT-404	$ 199.00	2	$ 398.00
Mail Kiosk								
Mail Boxes	21 Door Cluster Box	26-33	Mailboxes.com		#3916B-19	$ 2,090.00	7	$ 14,630.00
Shade Structure	Single Canti Hip	34	USA-Shade	Haley Maitre		$ 34,000.00		$ 34,000.00
Trash Receptacle	Litter Receptacle-Poly Slats	35-36	Landscape Structures	Tricia Thomas	100094	$ 590.00	1	$ 590.00
							Total	**$ 152,981.33**

EXHIBIT B
Sheet B10
Development Agreement

EXHIBIT "C"
Landscape Architect's Cost Estimate for Phase 1 Common Area Landscaping

lucido & associates

Carriage Pointe - Installed Landscape & Irrigation Cost Estimate (Phase 1) 8/20/2018

Common Name	Quantity	Unit Cost	Total
East Palatka Holly	16	$400.00	**$6,400.00**
Pygmy Date Palm Multi-Trunk	8	$500.00	**$4,000.00**
Southern Live Oak	9	$600.00	**$5,400.00**
Sabal Palm	21	$180.00	**$3,780.00**
Foxtail Palm	15	$500.00	**$7,500.00**
Foxtail Palm Triple	1	$800.00	**$800.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Red Tip Cocoplum	191	$10.00	**$1,910.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Gold Mound Duranta	32	$10.00	**$320.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Pink Muhly	196	$10.00	**$1,960.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Green Island Ficus	168	$10.00	**$1,680.00**

***Estimated Total Landscape Cost: $33,750.00**

Items	Description	Quantity	Unit Cost	Total
Pump Station	Pump house, pump, and controller. *Assumes lake as water source*	LS	$50,000.00	**$50,000.00**
Irrigated Area	Entrance, street trees, and medians.	6,616 SF	$1.50	**$9,924.00**

***Estimated Total Irrigation Cost: $59,924.00**

***Estimated Combined Landscape & Irrigation Cost (Phase 1): $93,674.00**
Surety Amount (110%): $103,011.70

***General Notes:**
1. Estimate does not include sod/turf and mulch estimate.
2. Consultant cannot guarantee the accuracy of the Estimate as compared to the actual bids or costs that may be incurred by the client.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location: Carriage Pointe Planned Development - Intersection of Ralls Drive and Selvitz Road

Parcel ID #(s): See attached

Project description: Major Modification to Carriage Pointe Planned Development. See attached narrative.

Carriage Pointe Land Investors, LLC	Brian Nolan, AICP, ASLA of Lucido & Assoc. (Representative)
Property Owner(s)	**Applicant/Representative, Title, Company**
201 Jackson Street	701 SE OceanBlvd.
Street Address	Street Address
Denver CO 80206	Stuart FL 34994
City State Zip	City State Zip
	772.220.2100
Phone Number	Phone Number
lmhaffeman@msn.com	bnolan@lucidodesign.com
Email Address	Email Address

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

Property Owner(s) Signature(s)

STATE OF ~~Florida~~ Colorado -- COUNTY Denver

The foregoing instrument was acknowledged before me this 10th day of January, 2018, by Brandon Lundt who is personally known to me or has produced CO ID as identification.

Signature of Notary Kristin C. Lang (seal)

KRISTIN C. LANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114034391
MY COMMISSION EXPIRES JULY 5, 2019

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		
❑ Site Plan	❑ Conditional Use with New Const.	■ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

Site Information:

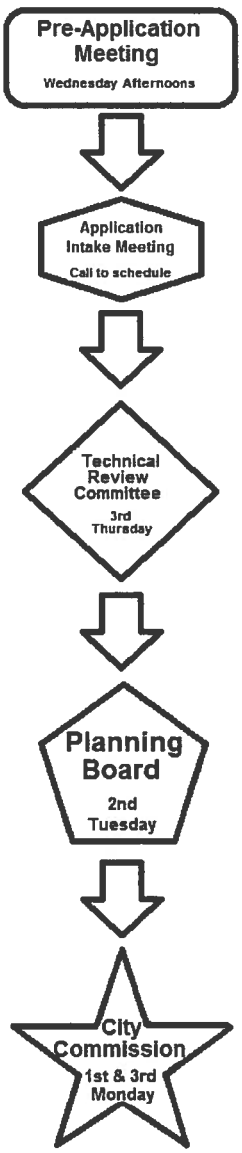
Non-Residential: Proposed Sq. Ft.: N/A

Residential: Proposed Units: N/A

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

North	South	East	West
SF homes	Vacant	Vacant / SF homes	SF homes / Park

Application Outlook



Site Plan submittal requirements:

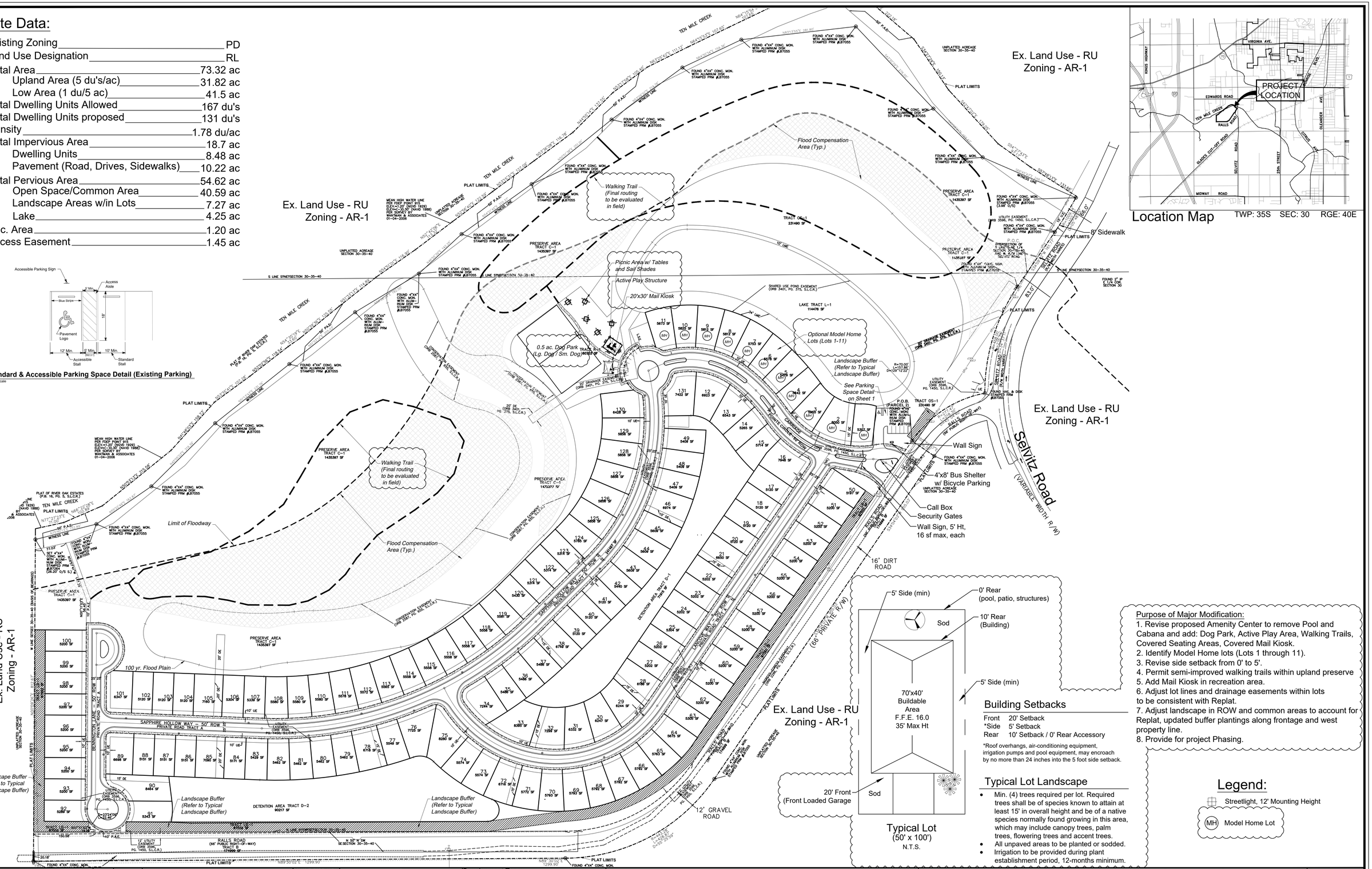
Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

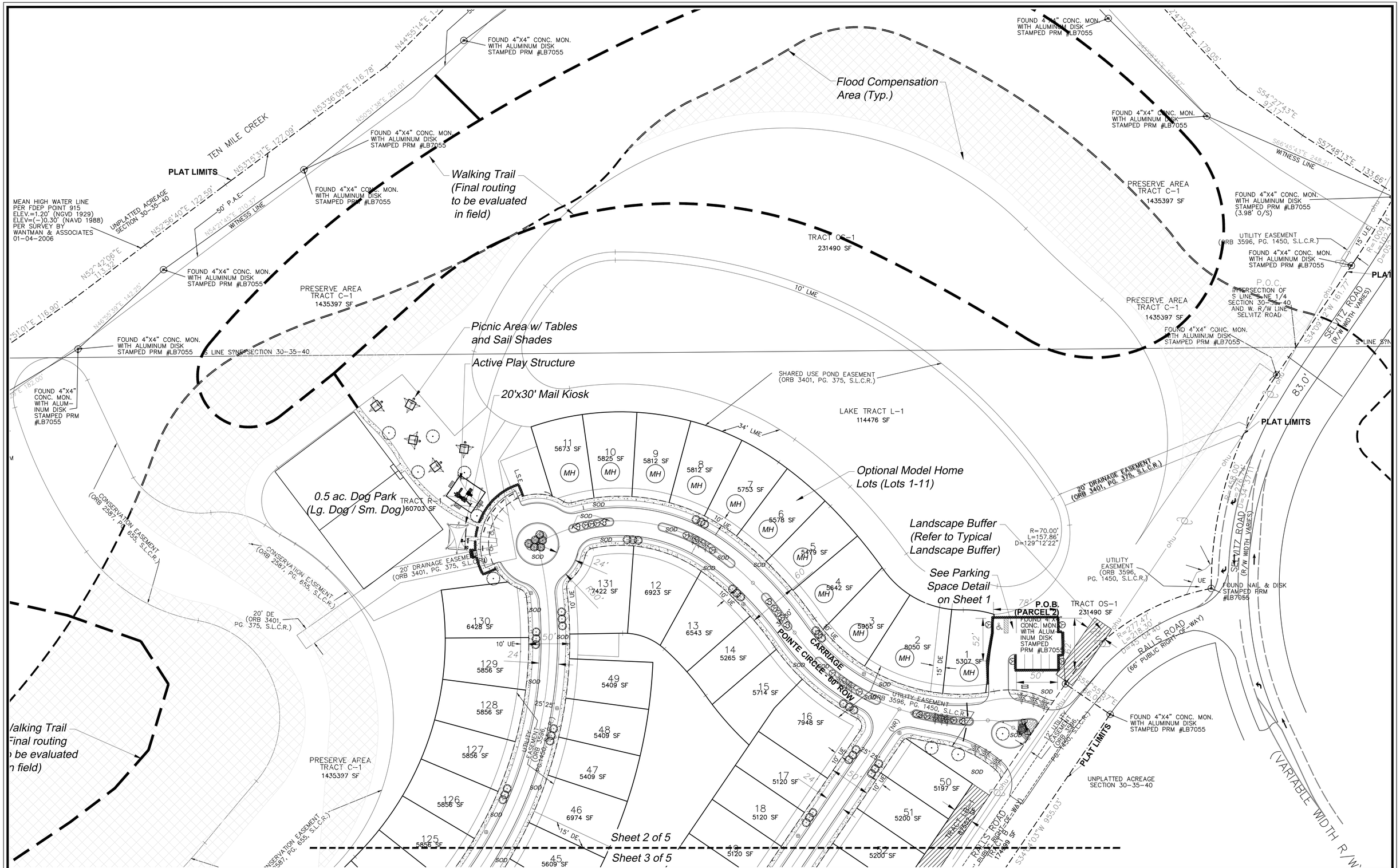
- ❑ Complete notarized application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ❑ General location map (see Section 22-58.d.2)
- ❑ Survey (see Section 22-58.d.3)
- ❑ Site Plan (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)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

Site Data:

Existing Zoning	PD
Land Use Designation	RL
Total Area	73.32 ac
Upland Area (5 du's/ac)	31.82 ac
Low Area (1 du/5 ac)	41.5 ac
Total Dwelling Units Allowed	167 du's
Total Dwelling Units proposed	131 du's
Density	1.78 du/ac
Total Impervious Area	18.7 ac
Dwelling Units	8.48 ac
Pavement (Road, Drives, Sidewalks)	10.22 ac
Total Pervious Area	54.62 ac
Open Space/Common Area	40.59 ac
Landscape Areas w/in Lots	7.27 ac
Lake	4.25 ac
Rec. Area	1.20 ac
Access Easement	1.45 ac

Standard & Accessible Parking Space Detail (Existing Parking)
Not to Scale


Ex. Land Use - RU
Zoning - AR-1
Ex. Land Use - RS
Zoning - AR-1
Ex. Land Use - RU
Zoning - AR-1
Ex. Land Use - RU
Zoning - AR-1
TEN MILE CREEK
PLAT LIMITS
Flood Compensation Area (Typ.)
Walking Trail (Final routing to be evaluated in field)
Limit of Floodway
100 yr. Flood Plain
Picnic Area w/ Tables and Sail Shades
Active Play Structure
20'x30' Mail Kiosk
0.5 ac. Dog Park (Lg. Dog / Sm. Dog)
Optional Model Home Lots (Lots 1-11)
Landscape Buffer (Refer to Typical Landscape Buffer)
See Parking Space Detail on Sheet 1
PRESERVE AREA TRACT C-1 1435397 SF
TRACT OS-1 231490 SF
LAKE TRACT L-1 114478 SF
DETENTION AREA TRACT D-1 7446 SF
DETENTION AREA TRACT D-2 90217 SF
SAPPHIRE HOLLOW WAY - 50' ROW PRIVATE ROAD TRACT A
BENNINGTON LANE - 50' ROW PRIVATE ROAD TRACT A
RALLS ROAD (66' PUBLIC RIGHT-OF-WAY) TRACT B 174999 SF
Selvitz Road (VARIABLE WIDTH R/W)
SELVITZ ROAD (66' PRIVATE R/W)
16' DIRT ROAD
12' GRAVEL ROAD
Wall Sign
4'x8' Bus Shelter w/ Bicycle Parking
Call Box
Security Gates
Wall Sign, 5' Ht, 16 sf max, each
8' Sidewalk
P.O.B. (PARCEL 2)
TRACT OS-1 231490 SF
UNPLATTED ACREAGE SECTION 30-35-40
S LINE SEC 30-35-40 (BASIS OF BEARINGS)
FOUND 4"X4" CONC. MON. WITH ALUMINUM DISK STAMPED PRM #JB7055
SET 4"X4" CONC. MON. WITH ALUMINUM DISK STAMPED PRM #JB7264 (26.20' O/S S.)
FOUND 2" IP & 1/4 COR. SECTION 30
MEAN HIGH WATER LINE PER F/DEP POINT #15 ELEV.=1.20' (NGVD 1929) ELEV.=0.30' (NAVD 1988) PER SURVEY BY WANTMAN & ASSOCIATES 01-04-2006
PLAT OF RIVER OAK ESTATES (P.B. 16, PG. 5, S.L.C.R.)
20' DE (ORB 540, PG. 575, S.L.C.R.)
20' DRAINAGE EASEMENT (ORB 3401, PG. 375, S.L.C.R.)
SHARED USE POND EASEMENT (ORB 3401, PG. 375, S.L.C.R.)
UTILITY EASEMENT (ORB 3586, PG. 1402, S.L.C.R.)
UTILITY EASEMENT (ORB 3586, PG. 1450, S.L.C.R.)
CONSERVATION EASEMENT (ORB 2587, PG. 464, S.L.C.R.)
R=70.00' L=137.80' D=112°47'57"
R=70.00' L=109.96' D=90°00'00"
R=25.00' L=39.27' D=90°00'00"
R=25.00' L=39.27' D=90°00'00"
R=25.00' L=39.27



Scale:	1" = 50'			PUD Approved December 21, 2004 (SLC)
Drawn by:	JJ		12.21.17	Major Modification to Approved PD
Checked by:	BN		03.06.18	Revs. per staff comments
CADD No.:	17-771		05.23.18	Revs. per Replat
Date:	12.21.17	No.	Date	Description of Revision

©1998 THESE PLANS AND THE INFORMATION SHOWN HEREIN ARE THE PROPERTY OF THOMAS LUCIDO & ASSOCIATES, P.A. AND REPRODUCTIONS, DISCLOSURES OR USE THEREOF IN WHOLE OR IN PART IS EXPRESSLY PROHIBITED WITHOUT WRITTEN CONSENT.

North

50' 0 25' 50'

Development Team:

Developer:
Becker Holding Corporation
2627 S Jenkins Road, Fort Pierce, FL 34981

Landscape Architect/Planner:
Thomas Lucido & Associates,
701 SE Ocean Blvd, Stuart, FL 34994

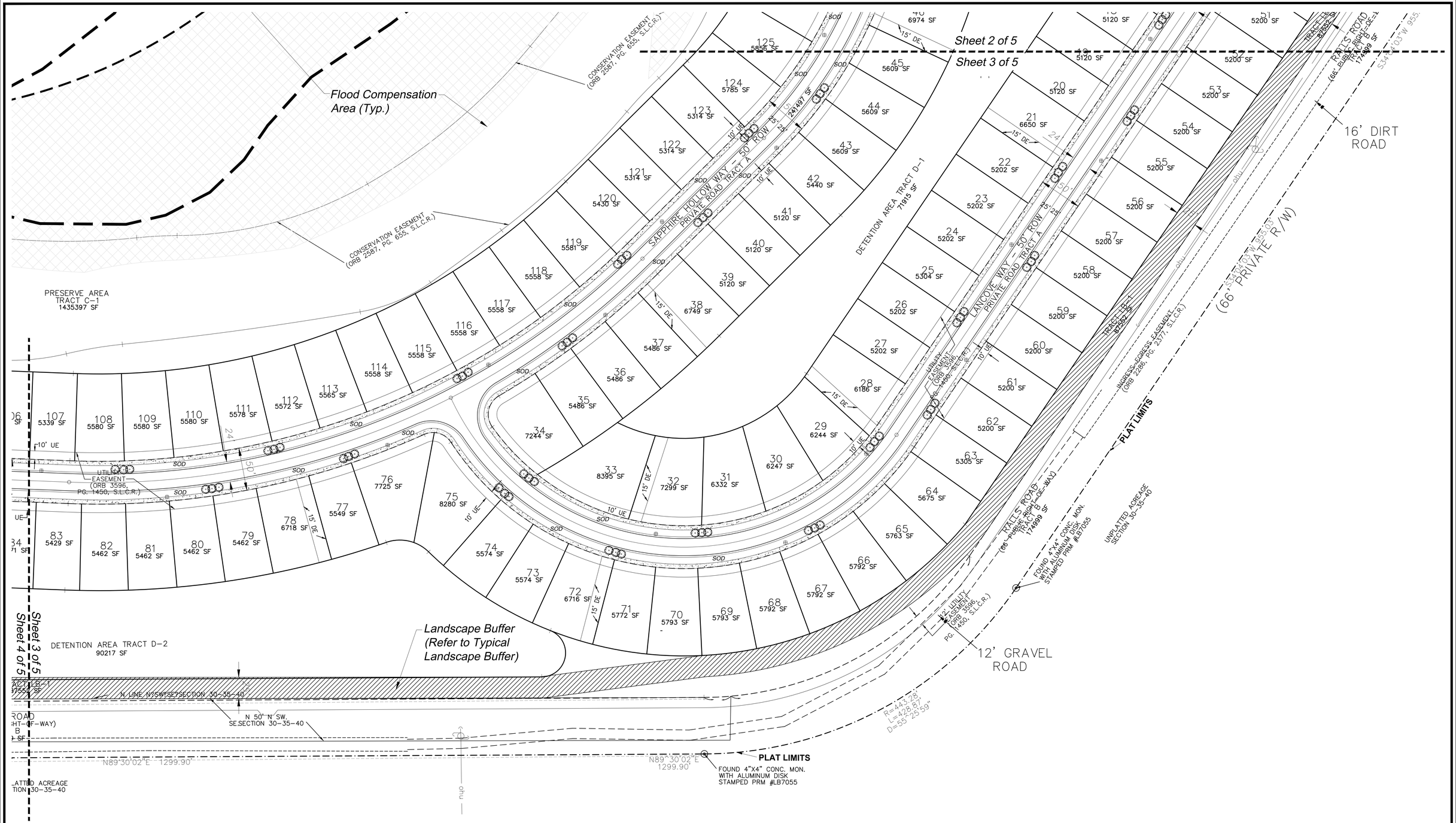
Engineer/Surveyor:
Lindahl, Browning Ferrari & Hellstrom, Inc.
2222 Colonial Rd, Suite 201, Fort Pierce, FL 34950

Thomas Lucido & Associates, P.A.
Land Planning/Landscape Architecture
Lic. #LC–0000335
100 Avenue A, Suite 2A, Ft. Pierce, Fl. 34950 772–467–1301, Fax 772–467–1303

Carriage Pointe - Planned Development

City of Fort Pierce

50 Scale Site and Landscape Plan



Scale:	1" = 100'			PUD Approved December 21, 2004 (SLC)	©1998 THESE PLANS AND THE INFORMATION SHOWN HEREIN ARE THE PROPERTY OF THOMAS LUCIDO & ASSOCIATES, P.A. AND REPRODUCTIONS, DISCLOSURES OR USE THEREOF IN WHOLE OR IN PART IS EXPRESSLY PROHIBITED WITHOUT WRITTEN CONSENT.
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North
100' 0 50' 100'

Development Team:
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2222 Colonial Rd, Suite 201, Fort Pierce, FL 34950

Thomas Lucido & Associates, P.A.
Land Planning/Landscape Architecture
Lic. #LC-0000335
100 Avenue A, Suite 2A, Ft. Pierce, Fl. 34950 772-467-1301, Fax 772-467-1303

Carriage Pointe - Planned Development
City of Fort Pierce
50 Scale Site and Landscape Plan

Notes

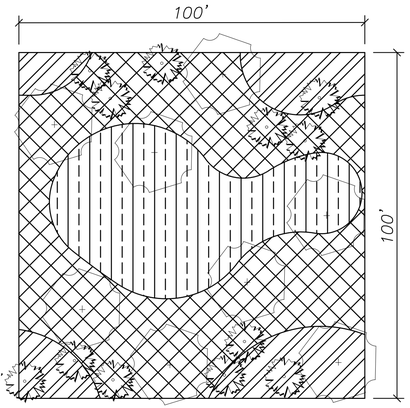
1. See legend for tree, palm and shrub species.
2. All open areas between shrub plantings to be seeded with native wildflowers.
3. All exotic plant materials to be cleared from revegetation areas.

Legend

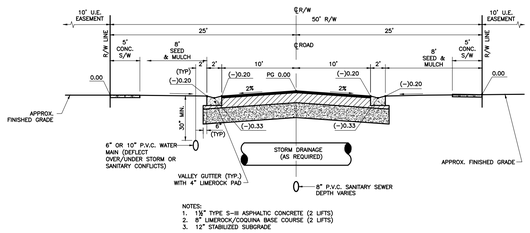
8 — Trees (#3, 3–4' o.a., spacing as shown)
Live Oak, Quercus Virginiana
Laurel Oak, Quercus Laurifolia
Bald Cypress, Taxodium Distichum
Red Maple, Acer Rubrum
Red Bay, Persea Borbonia

12 — Palms (#3, spacing as shown)
Cabbage Palm, Sabal Palmetto

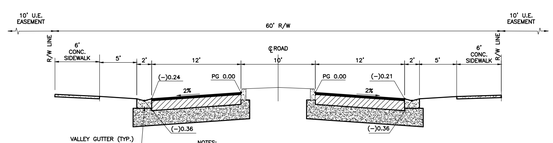
Shrubs
100 — Saw Palmetto, Serenoa Repens (#1, 5' o.c.)
300 — Gallberry, Ilex glabra (BR, 5' o.c.)
Wild Coffee, Psychotria nervosa (BR, 5' o.c.)
Saltbush, Baccharis halmilifolia (BR,



Typical Revegetation Planting Schematic (Revegetation Has Been Implemented)
Scale 1"=20'



TYPICAL SECTION FOR 50' R/W
N.T.S.



TYPICAL SECTION FOR 60' R/W
N.T.S.

Typical Right-of-Way Sections
Scale 1"=10'

Landscape Calculations (Model Home Parking Area):

Parking - Vehicular Use Area:

Interior Vehicular Use Area
5,878 sq. ft. total Vehicular Use Area
5,878 / 15 = 391.8 sq. ft. required Landscape Area
(391.8)/ 100 = 4 Trees Required

Total Landscape Area Required = 391.8 sq. ft.

Total Trees Required = 4

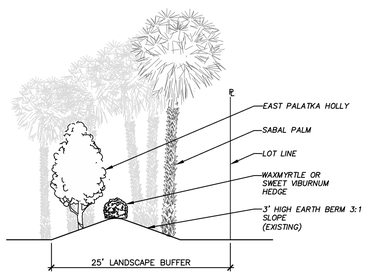
Trees Provided = 4 Canopy Trees

PLANT SCHEDULE MASTER (EXCLUDES LANDSCAPE BUFFER)

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	16	Ilex x attenuata 'East Palatka'	East Palatka Holly	CG	8'HT	6'W		Native	
	8	Phoenix roebelenii	Pygmy Date Palm Multi-Trunk	FG	6'OA		Triple, Full Heads, SP	Non-native	
	15	Quercus virginiana	Southern Live Oak	65G	12' HT	6' SPR	F, SP	Native	3" Caliper
	135	Sabal palmetto	Sabal Palm	FG	10'-18' CT		HVY CAL, SP	Native	
	18	Wodyetia bifurcata	Foxtail Palm	FG	16' - 18' HT, 6' GW		Full Head, St. Specimen	Non-native	
	1	Wodyetia bifurcata	Foxtail Palm Triple	FG	16' - 18' HT, 6' GW		TRP, FH, SP	Non-native	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	191	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	32	Duranta erecta 'Gold Mound'	Gold Mound Duranta	3G, 18" OA, FTB,					30" o.c.
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	196	Muhlenbergia capillaris	Pink Muhly	3G	18" OA		F		24" o.c.
	130	Spartina bakeri	Sand Cordgrass	3G	18" OA		F	Native	24" o.c.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	448	Ficus microcarpa 'Green Island'	Green Island Ficus	3G	12"HT	12"W	Full		18" o.c.

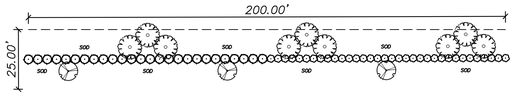
PLANT SCHEDULE TYPICAL 200 L.F. SECTION

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	3	Ilex x attenuata 'East Palatka'	East Palatka Holly	CG	8'HT	6'W		Native
	9	Sabal palmetto	Sabal Palm	FG	10'-18' CT		HVY CAL, SP	Native
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	26	Myrica cerifera	Wax Myrtle	3G, 24" OA, F				
	34	Viburnum odoratissimum	Sweet Viburnum	3G	24" OA			



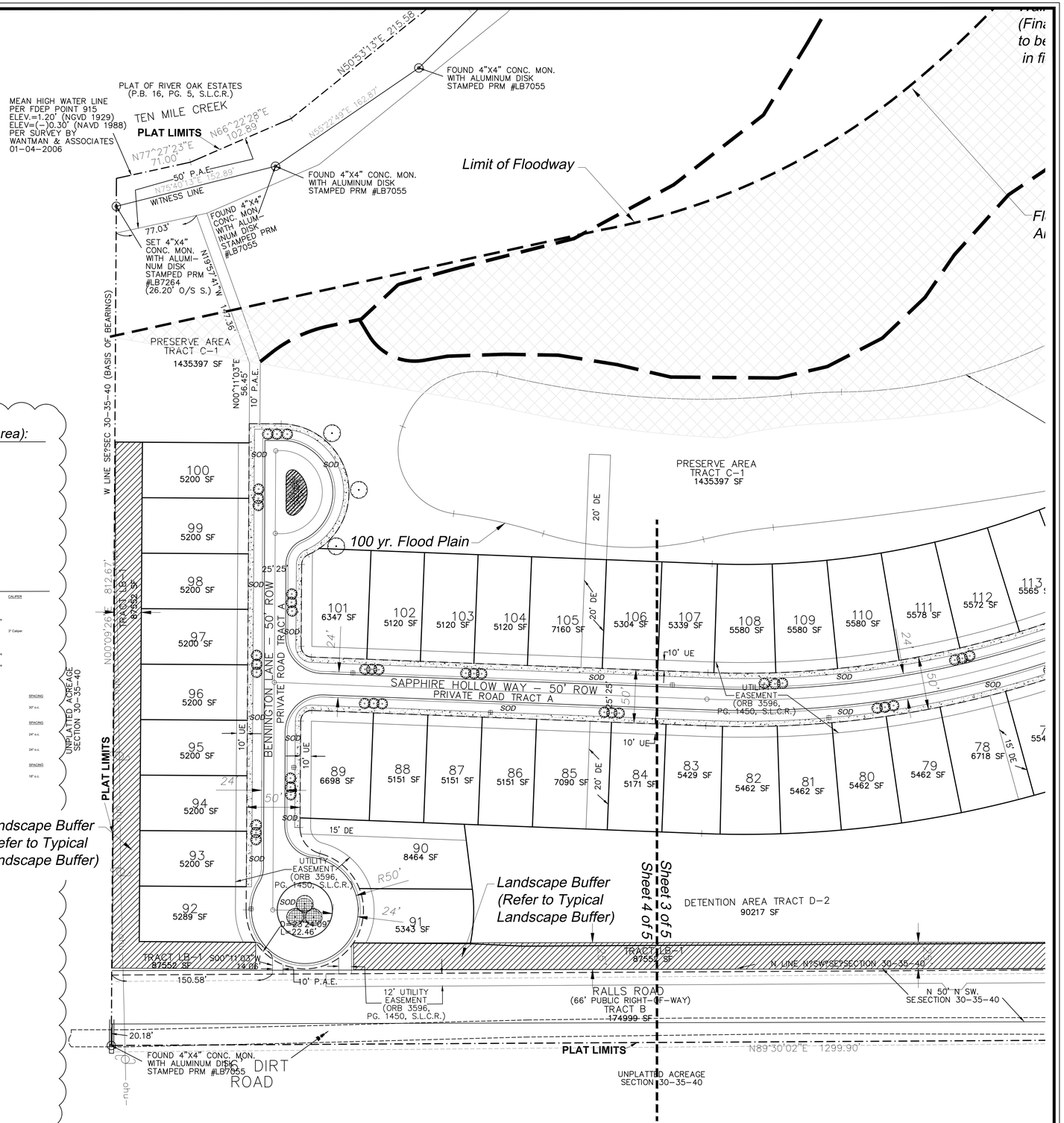
25' Landscape Buffer Section
Scale 1"=10'

Typical 25' Landscape Buffer Plant Schedule



Typical 25' Landscape Buffer Plan View (15 Buffer Sections)
Scale 1"=30'

Landscape Buffer (Refer to Typical Landscape Buffer)



Scale:	1" = 100'		
Drawn by:	JJ		
Checked by:	BN		
CADD No.:	17-771		
Date:	12.21.17		

No.	Date	Description of Revision
	12.21.17	PUD Approved December 21, 2004 (SLC)
	03.06.18	Major Modification to Approved PD
	05.23.18	Revs. per staff comments
		Revs. per Replat

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North
100' 0 50' 100'

Development Team:
Developer:
Becker Holding Corporation
2627 S Jenkins Road, Fort Pierce, FL 34981
Landscape Architect/Planner:
Thomas Lucido & Associates,
701 SE Ocean Blvd, Stuart, FL 34994
Engineer/Surveyor:
Lindahl, Browning Ferrari & Hellstrom, Inc.
2222 Colonial Rd, Suite 201, Fort Pierce, FL 34950

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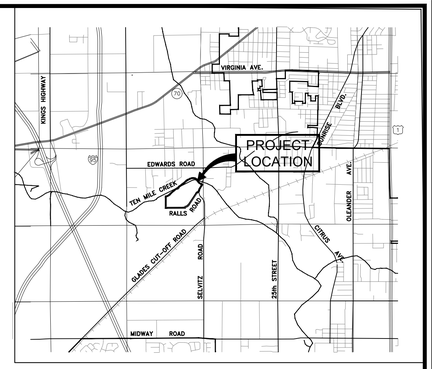
100 Avenue A, Suite 2A, Ft. Pierce, Fl. 34950 772–467–1301, Fax 772–467–1303

Carriage Pointe - Planned Development

City of Fort Pierce

50 Scale Site and Landscape Plan

Sheet 4 of 7



Location Map:

*** Phase Description:**

Phase I
- Lots 1 - 15, and Lot 131;
- Model Home Parking Lot and Parking Lot Landscape
- Mail Kiosk
- Amenity, incld'ing Walking Trails (existing)
- Entry and Median Landscape
- Sidewalks
- Street Trees

Phase II
- Lots 16 - 49; 101 - 130
- Sidewalks
- Street Trees

Phase III
- Lots 50 - 100
- Sidewalks
- Street Trees
- Buffer Landscape

***Approximate Dates of Construction:**

Phase I
- Start: 12.01.2018
- End: 12.31.2019

Phase II
- Start: 01.01.2020
- End: 12.31.2022

Phase III
- Start: 01.01.2023
- End: 12.31.2025

Phase Notes:

As determined appropriate by the Developer, the following conditions shall apply to the Phase Description and Approximate Dates of Construction:

1.) Developer shall construct all on-site amenities within the Community Recreation Tract (Tract R-1) in Phase I.

2.) The Phasing start dates and end dates are estimates only. The actual start dates and end dates for the Phases will be determined by market conditions.

3) Developer reserves the right to construct multiple phases at the same time.

Scale: 1" = 100'	1	03.27.18	Phasing Exhibit	
Drawn by: JJ	2	05.23.18	Revs. per Replat	
Checked by: BN				
CADD No.: 17-771				
Date: 12.21.17	No.	Date	Description of Revision	

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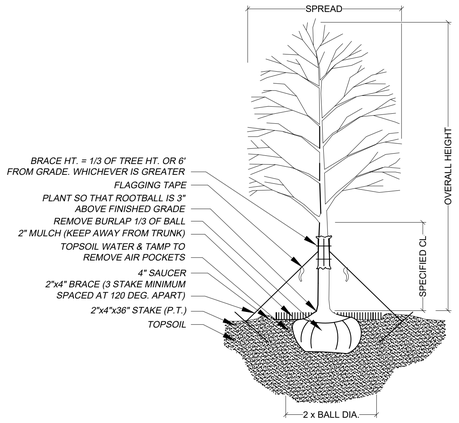
Carriage Pointe - Planned Development

City of Fort Pierce

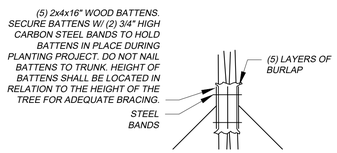
Phase Plan

Sheet 5 of 7



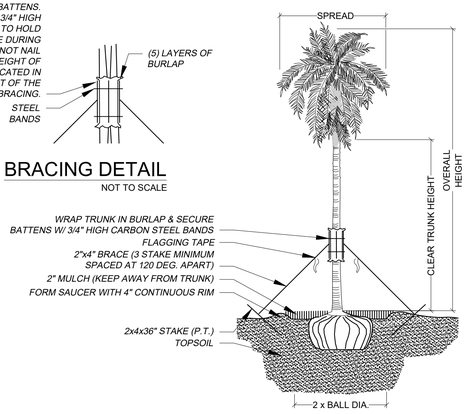
TREE PLANTING & STAKING

NOT TO SCALE



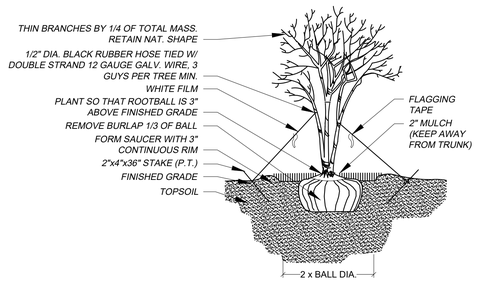
BRACING DETAIL

NOT TO SCALE



PALM PLANTING - ANGLE STAKE

NOT TO SCALE



MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE

SHRUB PLANTING

NOT TO SCALE

GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

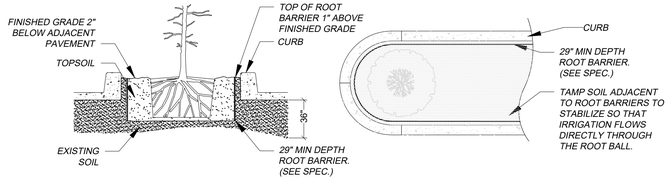
LANDSCAPE AREA PREPARATION DETAIL

NOT TO SCALE

*TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING.

DRAINAGE TESTING DETAIL

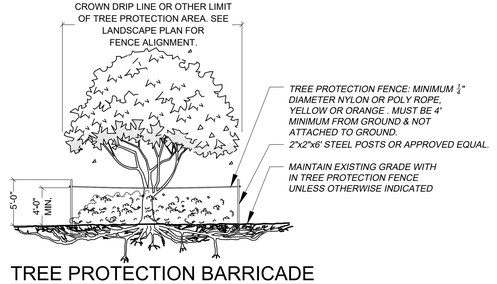
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT AND OR CURB.
2- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
3- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

Scale: 1" = 100'	1	05.23.18	Revs. per Replat	
Drawn by: JJ				
Checked by: BN				
CADD No.: 17-771				
Date: 12.21.17	No.	Date	Description of Revision	

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Carriage Pointe - Planned Development

City of Fort Pierce

Landscape Details

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herlself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MARTERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. East Coast Recycling Inc. is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of 'Topsoil' as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon container	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

Scale: 1" = 100'	1	05.23.18	Revs. per Replat	
Drawn by: JJ				
Checked by: BN				
CADD No.: 17-771				
Date: 12.21.17	No.	Date	Description of Revision	

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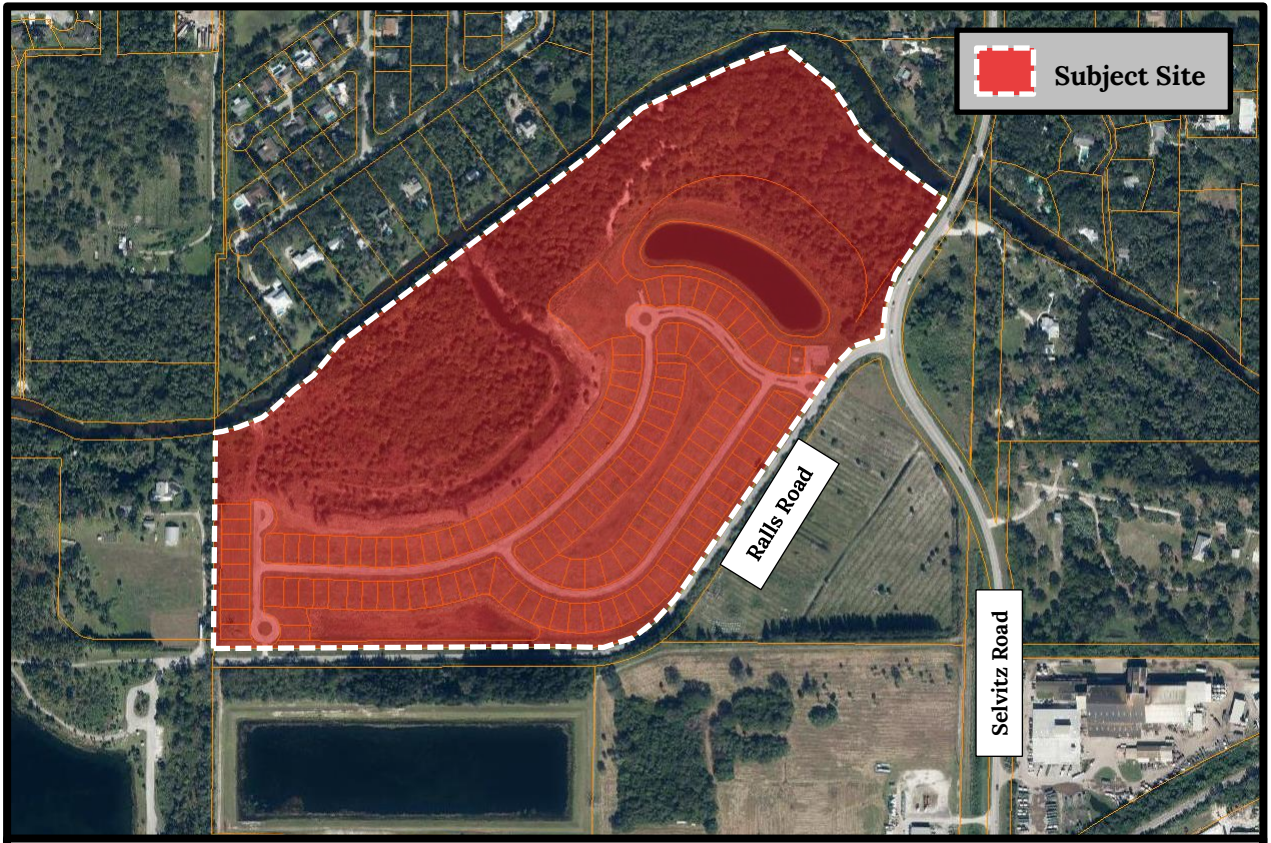
North
100' 0 50' 100'

Development Team:
Developer:
Becker Holding Corporation
2627 S Jenkins Road, Fort Pierce, FL 34981
Landscape Architect/Planner:
Thomas Lucido & Associates,
701 SE Ocean Blvd, Stuart, FL 34994
Engineer/Surveyor:
Lindahl, Browning Ferrari & Hellstrom, Inc.
2222 Colonial Rd, Suite 201, Fort Pierce, FL 34950

Thomas Lucido & Associates, P.A.
Land Planning/Landscape Architecture
Lic. #LC-0000335
100 Avenue A, Suite 2A, Ft. Pierce, Fl. 34950 772-467-1301, Fax 772-467-1303

Carriage Pointe - Planned Development
City of Fort Pierce
Landscape Specifications

Sheet 7 of 7



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Major Amendment
Carriage Pointe
Site Map

N
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

February 14, 2018

Brian Nolan (Representative)
701 SE Ocean Blvd
Stuart, FL 34994

SUBJECT: **Carriage Pointe: 2430-503-0139-000-4**
TECHNICAL REVIEW PROJECT: # 18-41100001
MAJOR AMENDMENT TO PD

Comments:

1. Provide an explanation for why the development is doing away with the clubhouse/pool area in favor of a dog park, picnic area, and play area.

2. Provide an updated landscape plan that shows the landscaping in the reconfigured recreation area. Landscaping must adhere to City Code 22-187, General Landscaping requirements.

3. Change the Zoning Classification shown on the Plans from AR-1 to PD, Planned Development. The Zoning classification was changed to PD under City of Fort Pierce Ordinance 14-002. Also change the Future Land-Use classification shown on the plans from RU to RL, Low Density Residential. This was changed under City of Fort Pierce Ordinance K-308.

4. Provide an update on the final route for the two proposed walking trails. Is there a possibility to connect these proposed walking trials to the St. Lucie County Greenways & Trails system?

5. Provide an exhibit on the landscape plan for what the typical landscaping will look like for a lot.

6. Restripe and Repave the temporary parking for the model home lot so that it conforms with City Code 22-60, Off-Street Parking and Loading

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
FEB 14 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Carriage Pointe Subdivision
Major Amendment to Planned Development
TRC No. 18-41100001

DATE : February 14, 2018

This is to advise you that we have completed the review of the following documents as received by this office on February 9, 2018:

- ☑ Planned Development Plan
- ☐ P/D Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☑ Do Not Recommend

- ☑ PD Plan
- ☐ 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 engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

1. The submitted plan identifies the limits of the oxbow, but does not define the boundaries of the Conservation Area surrounding the oxbow, refer to ORB 2587, Page 655, Saint Lucie County Public Records. This easement was dedicated per the conditions of the South Florida Water Management District permit and encroachment into the Conservation Area is prohibited. With that being stated it appears that a portion of the proposed walking trail will encroach into this area.

JRA/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : Intersection of Rails Dr. & Selvitz – Carriage Pointe MA to Planned Development (BC)

DATE : February 15, 2018

The proposed may trigger the following Code requirements:

1. Be aware of proximity S.F.H.A. to North.
2. Take appropriate means to satisfy Code requirements
3. Building constructed to 2017, 6th Edition Code requirements

PT/km

Project: **CARRIAGE POINTE**

Subject: Review Comments
To: Brandon Creagan
From: Rod Reed, County Surveyor
PW-Engineering Division
Date February 5, 2018

I have no comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

FPUA Comments

Major Amendment to Planned Development – Carriage Pointe – Intersection of Rails Drive & Selvitz Road - Brandon Creagan

- W/WW Engineering: Rejected, please provide information as follows:
  - With pool being removed, what water usage will be needed for new play area and dog facilities (potable water? Irrigation?)
  - Also please provide Plat showing the difference in 131 lots vs 132 to including the adjusted setback from 0' to 5'compared to the previous layout. With these adjustments it could affect the layout for the water and sewer services already installed to provide utilities to each lot as previous constructed. These service adjustment could be very critical to insure service lines are on the correct property it is intended to serve.
- Electric & Gas Engineering: Electric is available please contact Jason Mittler for details (772)466-1600x6306
  Gas is available please contact Ana Johnson for details (772)466-1600x4705

March 6, 2018

Mr. Brandon C. Creagan, MCRP, LEED Green Assoc.
Planner
Planning Department
City of Fort Pierce
100 N. US1
Fort Pierce, FL 34950

Re: Carriage Pointe – Major Adjustment to Planned Development
Our Reference Number: 17-771

Dear Mr. Creagan:

It is our pleasure to provide the responses below in ***bold italics***, which address the following comments pursuant to the TRC's review of the initial submittal for the above referenced project.

CITY OF FORT PIERCE PLANNING DEPARTMENT

1. Provide an explanation for why the development is doing away with the clubhouse/pool area in favor of a dog park, picnic area, and play area.

Response: In short, the Applicant desires to provide a passive recreation amenity, which does not place undue financial burden and liability on the future HOA, thus keeping HOA fees to a minimum. Additionally, it is anticipated the amenities as proposed will, particularly the walking trails, attract more frequent and year-round use by future residents than a pool and cabana, which realistically would only be used during the warmer summer months.

2. Provide an updated landscape plan that shows the landscaping in the reconfigured recreation area. Landscaping must adhere to City Code 22-187, General Landscaping requirements.

Response: The overall landscape plan for the subdivision has been provided with the resubmittal and has been updated per the proposed changes to the amenity center.

3. Change the Zoning Classification shown on the Plans from AR-1 to PD, Planned Development. The Zoning classification was changed to PD under City of Fort Pierce Ordinance 14-002. Also change the Future Land-Use classification shown on the plans from RU to RL, Low Density Residential. This was changed under City of Fort Pierce Ordinance K-308.

Response: The referenced information has been revised.

4. Provide an update on the final route for the two proposed walking trails. Is there a possibility to connect these proposed walking trials to the St. Lucie County Greenways & Trails system?

Response: It is anticipated that the proposed walking trails within the project limits will connect to the County's Greenways and Trails system, for which a 50' pedestrian easement along the projects northern boundary has been granted.

5. Provide an exhibit on the landscape plan for what the typical landscaping will look like for a lot.
Response: Per your request, the Typical Lot detail has been updated to include required Code minimum landscaping. The Applicant, successor, or assign reserves the right to modify the typical lot landscaping so long as the modifications thereto meet required Code minimum requirements at time of construction permit submittal.

6. Restripe and Repave the temporary parking for the model home lot so that it conforms with City Code 22-60, Off-Street Parking and Loading
Response: Acknowledged.

ST. LUCIE COUNTY SURVEYOR

No Comments.
Response: Acknowledged.

ST. LUCIE COUNTY PLANNING & DEVELOPMENT SERVICES DEPARTMENT

No Comments.
Response: Acknowledged.

CITY OF FORT PIERCE BUILDING DEPARTMENT

1. Be aware of proximity to S.F.H.A. (special flood hazard area) to the north.
Response: Acknowledged.

2. Take appropriate means to satisfy Code requirements.
Response: Acknowledged.

3. Buildings constructed to 2017, 6th Edition Code requirements.
Response: Acknowledged.

CITY OF FORT PIERCE ENGINEERING DEPARTMENT

1. The submitted plan identities the limits of the oxbow, but does not define the boundaries of the Conservation Area surrounding the oxbow, refer to ORB 2587, Page 655, Saint Lucie County Public Records. This easement was dedicated per the conditions of the South Florida Water Management District permit and encroachment into the Conservation Area is prohibited. With that being said, it appears that a portion of the proposed walking trail will encroach into this area.

Response: (Provided by Paul Ezzo, AICP, of EW Consultants, Inc.) The updated master site plan accurately depicts the recorded limits of the SFWMD Conservation Easement associated with the remnant oxbow area. The proposed trails shown on the master site plan have been adjusted to be outside the limits of the SFWMD Conservation Easement.

FORT PIERCE UTILITIES AUTHORITY – WATER/WASTEWATER

1. With pool bring removed, what water usage will be needed for the new play area and dog facility (potable water? Irrigation?)

Response: At this time, it is anticipated that a water spigot may be provided at the dog park, along with irrigation to serve new plantings associated with the amenity improvements.

2. Also, please provide Plat showing the difference in 131 lots vs. 132 to include the adjusted setback from 0' to 5' compared to the previous layout for the water and sewer services already installed to provide utilities to each lot as previously constructed. These service adjustments could be very critical to insure service lines are on the correct property it is intended to serve.

Response: As requested, the recorded Plat has been provided herewith this resubmittal; Plat illustrates 131 lots. It should be noted that the design team is currently reviewing the Plat and As-builts to determine the appropriate course of action regarding modifications required, if any, to installed infrastructure and/or Plat. FPUA will be updated as necessary.

FORT PIERCE UTILITY AUTHORITY – ELECTRIC & GAS

1. Electric is available, please contact Jason Mittler for details at 772.466.1600 x6306

Response: Acknowledged.

2. Gas is available, please contact Ana Johnson for details at 772.466.1600 x4705

Response: Acknowledged.

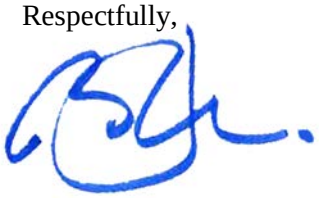
CITY OF FORT PIERCE POLICE DEPARTMENT

1. Case 2430-503-0139-0004, Carriage Point, Major amendment: Please try to design the walking trail's route so that the people who may be at the picnic area / covered rec area / dog park have maximum opportunity to see the users of the trail, allowing for maximum natural surveillance for users of the trail. Incorporate proper lighting means to illuminate the trail after dark to protect the users and to discourage undesired activities.

Response: (Provided by Paul Ezzo, AICP, of EW Consultants, Inc.) The vegetation within a 50-foot swath from the dog park to the walking trail will be trimmed so that users of the park are able to readily observe trail-goers. Understory bushes within this swath will be kept below three feet in height, while canopy trees will be "limbed-up" so that low- hanging branches (below eight feet) will be removed. It is not anticipated that either set of walking trails (the County-constructed and maintained strip along Ten-Mile Creek, as well as the trails internal to the project site) will be lit as part of their design.

We appreciate your time and attention to this matter and look forward to working with you further to advance the pending application to public hearing. Should you have any question or concerns with the above responses, please do not hesitate to contact me directly.

Respectfully,



Brian Nolan, AICP, ASLA
Senior Project Manager

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean Mead Minton & Zwemer
1903 S. 25th Street
Suite 200
Fort Pierce FL 34947
(772) 464 - 7700

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into this 5 day of SEPTEMBER, 2018 (the "Effective Date"), by CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company (henceforth referred to as the "Developer"), whose mailing address is 5460 South Quebec Street, Suite 110, Greenwood Village, CO 80111, and the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple title to certain real property located in Fort Pierce, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereafter referred to as the "Property"); and

WHEREAS, a previous owner of the Property obtained final site plan approval from the St. Lucie County Board of County Commissioners on December 21, 2004, pursuant to County Resolution 04-228, for a residential development on the Property, then known as Ten Mile Estates and now known as Carriage Pointe (the "Project"); and

WHEREAS, the City Commission of the City of Fort Pierce approved the annexation of the Project into the City on December 31, 2004, pursuant to City Ordinance No. K-308; and

WHEREAS, the City and Pierce 131, LLC entered into a Development Agreement dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida (the "Development Agreement") setting forth various terms and conditions relating to the development of the Property; and

WHEREAS, on September 17, 2014, the plat of Carriage Pointe Estates was recorded in Plat Book 70, Page 3 of the Public Records of St. Lucie County, Florida, subdividing the Property into a single family subdivision; and

WHEREAS, pursuant to a Warranty Deed dated November 17, 2014 and recorded in Official Records Book 3698, Page 202 of the Public Records of St. Lucie County, Florida, Pierce 131, LLC conveyed the Property to the Developer; and

WHEREAS, pursuant to an application by the Developer or its agents, the City Commission of the City of Fort Pierce approved certain amendments to the final site plan for the Property on _____, 2018.

WHEREAS, the City and the Developer desire to enter into this Amended and Restated Development Agreement in order to update and amend the terms and conditions set forth in the Development Agreement, so that the Developer may proceed to develop the Property in accordance with the amended final site plan and pursuant to the amended terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between the City and the Developer, the receipt and sufficiency of such is hereby acknowledged, Developer agrees and covenants as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference.

2. **Consideration and Conditions.** In further consideration of the forgoing and of the terms and covenants set forth herein, the parties hereto agree as follows:

a. Landscaping. The landscaping for the common areas within the Project will be installed in three (3) phases in accordance with the approved site plan and landscaping plan for the Project (such common area landscaping as identified in the site plan and landscaping plan shall be referred to herein as the "Landscaping"). With respect to each phase, the Developer shall provide the City with a letter of credit to secure the Developer's obligation install the Landscaping associated with that phase. The Developer shall deliver such letter of credit for each phase to the City prior to the City issuing the first building permit for a home in such phase. For example, a building permit for a home in Phase 2 of the Project will not be issued until the City has received a letter of credit for the Landscaping required for Phase 2, in accordance with this Agreement. At the Developer's option, the Developer may build homes in the phases in any order (for example, the Developer may build homes in Phase 3, before building homes in Phase 1) or the Developer may build homes in two or more phases simultaneously (for example, the Developer may build homes in Phases 2 and 3 simultaneously), provided however, that the Developer shall not receive a building permit for a home in any phase (and may not build any homes in such phase), unless the Developer first delivers to the City a letter of credit for the Landscaping for such phase, in accordance with this Agreement. Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit (in accordance with Paragraph 3 hereinbelow) to secure the Developer's obligation to complete the installation of the Landscaping for Phase 1 of the Project. The Developer shall complete the installation of all Landscaping at the entrance to the Project before the issuance of the first certificate of occupancy (C.O.) issued for the Project, but no later than two (2) years after the Effective

Date of this Agreement. The Developer shall complete the installation of all Landscaping for Phase 1 (excluding Street Trees) no later than two (2) years after the Effective Date of this Agreement, and shall complete the installation of all Landscaping for Phases 2 and 3 (excluding Street Trees) no later than two (2) years after delivering the letter of credit for each such phase to the City. As each home is built within the Project, the Developer shall install the required street trees in front of such home ("Street Trees"), and no home shall be issued a C.O. unless the required Street Trees have been installed in front of it.

b. **Amenities.** The approved final site plan for the Project includes the construction or installation of certain community amenities in the community Recreation Area (Tract R-1) and walking trails in the Preserve Area (Tract C-1) and Open Space Area (Tract OS-1) as more specifically shown on the approved final site plan for the project (collectively referred to herein as the "Amenities"). Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of the Amenities. The Developer shall complete the installation of all Amenities no later than two (2) years after the Effective Date of this Agreement.

c. **Sidewalks.** Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of all sidewalks along the roads within the Project (the "Sidewalks"). As each home is built within the Project, the Developer shall install the Sidewalks in front of each home, and no home shall be issued a C.O. unless the required Sidewalks have been installed in front of it.

d. **Infrastructure Improvements.** Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of all infrastructure improvements within the Project (the "Infrastructure Improvements"). The Developer shall complete the installation of all Infrastructure Improvements (which shall not include Sidewalks, Landscaping or Street Trees), no later than two (2) years after the Effective Date of this Agreement.

e. **Installation by Builder.** The Developer may enter into a contract with a home builder or other third party contractor to install all, or part, of the Landscaping (including Street Trees), Amenities, Sidewalks and any Infrastructure Improvements required herein, provided however, that Developer shall not thereby be released from its obligations set forth in this Agreement.

3. **Surety.** In order to secure Developer's obligations set forth in Paragraph 2 above, Developer shall deliver to the City irrevocable letters of credit, in an amount equal to 110% of the estimated cost of constructing or installing the above-referenced improvements or landscaping. For the purpose of determining the amount of such letters of credit, the cost of any Landscaping shall be determined by a landscape architect and approved by City staff, and the cost of any other improvements, including the Amenities,

Sidewalks and any Infrastructure Improvements, shall be determined by an engineer's certified cost estimate approved by the City Engineer. Each letter of credit shall be in a form with conditions as approved by the City Attorney. Developer, at Developer's option, and subject to approval by the City Attorney, may provide a bond or other form of surety in lieu of a letter of credit. The engineer's cost estimate for the Amenities, Sidewalks and Infrastructure Improvements is attached hereto as **Exhibit "B"**. The landscape architect's cost estimate for the Landscaping for Phase 1 is attached hereto as **Exhibit "C"**. After completion of the construction of the Amenities, the amount of the letter of credit set forth in **Exhibit "B"** may be reduced at Developer's request to an amount equal to 110% of the cost to complete the installation of all then remaining uncompleted Sidewalks and Infrastructure Improvements, as determined by an engineer's certified cost estimate and approved by the City Engineer. Upon representation by the Developer that the Amenities, Sidewalks and Infrastructure Improvements are completed, a final inspection shall be made by the City, and upon satisfactory completion of all such required improvements, the City shall release the letter of credit for such improvements. One year after completion of the installation of the Landscaping for any phase (including all Street Trees), the amount of the letter of credit for such Landscaping may be reduced in accordance with the requirements of the City Code, and 24 months after the completion of the installation of such Landscaping (including Street Trees) the letter of credit may be released, in accordance with the requirements of the City Code.

4. **Right to Draw Upon Surety.** In the event the Developer fails to timely complete any required improvements as set forth herein, the City shall be entitled to draw, utilize and apply to its account the security provided by the Developer for the purposes as herein described. In the event the Developer fails to timely make or complete the improvements, and the City chooses to make or complete the required improvements, the Developer grants the City and/or its designated agent(s) right of entry in order to complete the improvements, and the Developer hereby agrees to indemnify and hold harmless the City, its employees, officers and agent(s) from an against any claims related to such entry. In no event shall the City have any obligation to complete the improvements.

5. **Amendment and Replacement of Development Agreement**. This Agreement is intended to amend, restate, supersede and replace the Development Agreement by and between Pierce 131, LLC and the City, dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida.

6. **Notices.** Any notice, demand, consent, approval or other document or instrument required or permitted to be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the following address (or such other address as any party may designate from time to time in writing):

City:

City Manager

100 North U.S. 1
Fort Pierce, FL 34950

With a copy to:

City Attorney
100 North U.S. 1
Fort Pierce, FL 34950

Developer:

Carriage Pointe Land Investors, LLC
Attn: Lenn Haffeman & Joseph Jundt
5460 South Quebec Street, Suite 110
Greenwood Village, CO 80111

With a copy to:

Dean, Mead, Minton & Zwemer
Attn: Lee Dobbins, Esq.
1903 S 25th Street, Suite 200
Fort Pierce, FL 34947

This forgoing is not intended to require that notice of the approval or denial of development permits be given as provided for in this provision.

7. **Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

8. **Counterparts.** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

9. **Governing Law.** This Agreement and the construction and the enforcement thereof shall be interpreted under the laws of the State of Florida. The parties hereto agree without reservation of any rights under federal or state law, that in any litigation arising under this Agreement, the parties hereto waive the right to trial before a jury and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

10. **Binding Effect.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives,

successors and assigns of the Developer and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Developer from any term, condition, obligation, or duties set out in this Agreement.

11. **Laws, Ordinances and Codes.** The Developer shall comply with all federal, state and local, laws, codes, ordinances and regulations governing the permitting and construction of the Project.

12. **Covenant with Respect to Engineer's Certification.** The Developer hereby covenants and warrants that to the best of the Developer's knowledge and belief, the engineer's cost estimate, attached hereto and made a part hereof as **Exhibit "B"**, is an accurate and complete estimate of the cost to complete the installation of all uncompleted subdivision improvements the Developer is required to install in the Project (excluding Landscaping improvements) pursuant to this Agreement.

13. **Permits, Conditions, Terms or Restrictions.** The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve the Developer of the necessity of complying with the law governing permitting requirements, conditions, terms or restrictions.

14. **Amendments.** This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by the parties, or their successors in the interest.

15. **Further Documentation.** The parties hereto agree that at any time following a request therefore by another party, each shall execute and deliver to the other party such other documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of any party hereunder and the consummation of the transactions contemplated hereby.

16. **Remedies.** The City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance. However, nothing in this Agreement shall be construed to limit the right of either the Developer or the City to pursue any and all remedies available at law or in equity to enforce this agreement.

17. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating hereto.

18. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

Nothing in this Agreement, express or implied, is intended nor shall be construed to confer upon nor give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be duly executed by their respective authorized representatives on the day and year set forth above.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY:

CITY OF FORT PIERCE, FLORIDA

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
_____, City Attorney

DEVELOPER:

CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company

By: _____
Print Name: BRANDON DUNDT
Its: MANAGER

EXHIBIT "A"

Lots 1 through 131, inclusive, Tract A, Tract C-1, Tract D-1, Tract D-2, Tract L-1, Tract R-1, Tract OS-1, Tract LB-1, all of CARRIAGE POINTE ESTATES, according to the Plat thereof, recorded in Plat Book 70, Page 3, of the Public Records of St. Lucie County, Florida.

EXHIBIT "B"

SCHNARS ENGINEERING CORPORATION

947 Clint Moore Road - Boca Raton, Florida 33487 Tel: (561) 241-6455 Fax: (561) 241-5182

Permit No.
Control No.:

Schnars Job No.: 12193
Date: 22-Aug-18

Prepared by: Jeff Schnars, P.E.
Developer:

Carriage Point Estates

Fort Pierce, Florida

Engineer's Cost Estimate of Remaining Required Improvements Per City Code Sec 18-12

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
I. Remaining Required Improvements				
Remove and replace broken curb	30	LF	$25.00	$750.00
Asphalt 3/4" Type S-III	12,753	SY	$6.00	$76,518.00
Concrete sidewalk	42,155	SF	$3.00	$126,465.00
Detectable Warning	12	EA	$350.00	$4,200.00
Stop sign and street signs	5	EA	$500.00	$2,500.00
Thermoplastic pavement markings	1	LS	$2,000.00	$2,000.00
Adjust drainage manhole	1	EA	$250.00	$250.00
Replace MH 103 and 105 casting	2	EA	$600.00	$1,200.00
Replace CB I-22 grate	1	EA	$500.00	$500.00
Repair sewer cleanouts	12	EA	$300.00	$3,600.00
Clean drainage structure / outfall	10	EA	$100.00	$1,000.00
Control structure #2 baffle	1	EA	$250.00	$250.00
Repair dry detention area washouts	2	EA	$250.00	$500.00
Set Survey Lot Corners	1	LS	$8,500.00	$8,500.00
Set Survey Permanent Control Points	1	LS	$2,500.00	$2,500.00
Temporary Parking lot removal. Seed and mulch.	1	LS	$2,500.00	$2,500.00
Amenity items	1	LS	$152,981.33	$152,981.33
TOTAL				$386,214.33
SURETY AMOUNT (110%)				**$424,835.76**

This item has been electronically signed and sealed by Jeffrey T. Schnars, P.E. on the date indicated using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be vertified on any electronic copies.

Jeffrey T. Schnars, P.E.
President
Civil Engineer
Florida Registration No. 46697
For the Firm
Certification of Authorization No. 6640

Notes:
1. Amenity items price provided by Thomas Lucido & Associates - see attached cost estimates

17-770 Carriage Point Amenity

Hardscape Cost Estimate

Area	Product	Page Number	Manufacturer	Sales Rep.	Model #	Cost per Unit	Quantity	Total
Playground								
Play Set	Kidscape-Metal	2-3	Planet Playground	Larry	PPG1013	$ 14,555.00	1	$ 14,555.00
Ground Material	Fibar Wood Chips	4	Miller Recreation	Susan Miller	Fibar	$ 33.60	20 CU	$ 672.00
Shade Structure	One Mariner Peak	5	USA-Shade	Haley Maitre		$ 32,000.00	1	$ 32,000.00
Bench	6' Tendertuff Bench	6-8	Landscape Structures	Tricia Thomas	#141683	$ 740.00	3	$ 2,220.00
Bike Rack	Arches Bike Rack-Single	9-10	Landscape Structures	Tricia Thomas	185654	$ 140.00	3	$ 420.00
Picnic Area								
Picnic Table	Tendertuff Picnic Table 6'	12-15	Landscape Structures	Tricia Thomas		$ 1,145.00	5	$ 5,725.00
Shade Structure	Canti Single Post	16	USA-Shade	Haley Maitre		$ 7,000.00	5	$ 35,000.00
Trash Receptacle	Litter Receptacle-Poly Slats	17-18	Landscape Structures	Tricia Thomas	100094	$ 590.00	3	$ 1,770.00
Dog Park								
Dog Park Fence	Standard Coated Black 6'	20-22	Infinite Fence	Larry		$ 14.61	753 LF	$ 11,001.33
Dog Waste Station	Dog Waste Station w/ Bags	23-24	Dog Waste Depot		DEPOT-404	$ 199.00	2	$ 398.00
Mail Kiosk								
Mail Boxes	21 Door Cluster Box	26-33	Mailboxes.com		#3916B-19	$ 2,090.00	7	$ 14,630.00
Shade Structure	Single Canti Hip	34	USA-Shade	Haley Maitre		$ 34,000.00		$ 34,000.00
Trash Receptacle	Litter Receptacle-Poly Slats	35-36	Landscape Structures	Tricia Thomas	100094	$ 590.00	1	$ 590.00
							Total	**$ 152,981.33**

EXHIBIT "C"

lucido & associates

Carriage Pointe - Installed Landscape & Irrigation Cost Estimate (Phase 1)

8/20/2018

Common Name	Quantity	Unit Cost	Total
East Palatka Holly	16	$400.00	**$6,400.00**
Pygmy Date Palm Multi-Trunk	8	$500.00	**$4,000.00**
Southern Live Oak	9	$600.00	**$5,400.00**
Sabal Palm	21	$180.00	**$3,780.00**
Foxtail Palm	15	$500.00	**$7,500.00**
Foxtail Palm Triple	1	$800.00	**$800.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Red Tip Cocoplum	191	$10.00	**$1,910.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Gold Mound Duranta	32	$10.00	**$320.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Pink Muhly	196	$10.00	**$1,960.00**
Common Name	**Quantity**	**Unit Cost**	**Total**
Green Island Ficus	168	$10.00	**$1,680.00**

***Estimated Total Landscape Cost: $33,750.00**

Items	Description	Quantity	Unit Cost	Total
Pump Station	Pump house, pump, and controller. *Assumes lake as water source*	LS	$50,000.00	**$50,000.00**
Irrigated Area	Entrance, street trees, and medians.	6,616 SF	$1.50	**$9,924.00**

***Estimated Total Irrigation Cost: $59,924.00**

***Estimated Combined Landscape & Irrigation Cost (Phase 1): $93,674.00**

Surety Amount (110%): $103,011.70

***General Notes:**

1. Estimate does not include sod/turf and mulch estimate.
2. Consultant cannot guarantee the accuracy of the Estimate as compared to the actual bids or costs that may be incurred by the client.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Major Amendment to PD - Carriage Pointe

NOTICES PROVIDED PURSUANT TO: City Code 22-143, 22-40

NOTICE BY NEWSPAPER: September 2, 2018

NOTICE BY MAIL: September, 6 2018

NOTICE BY SIGNS: September 5, 2018

VERIFIED BY: Brandon Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 9/6/18

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2105256	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 2, 2018

Sworn to and subscribed before me this day of, September 04, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 22-40 & 22-143 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3) (a) of Florida State Statutes, will on Monday, September 17th, 2018 and Monday, October 1st, 2018 hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

Said ordinances entitled:

1. ORDINANCE NO. 18-033 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF RALLS DRIVE AND SELVITZ ROAD AND KNOWN AS CARRIAGE POINTE; AMENDING AND RESTATING THE DEVELOPMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. ORDINANCE NO. 18-034 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR LOTS 319 THROUGH 610 FOR THE SUBDIVISION KNOWN AS CELEBRATION POINTE GENERALLY LOCATED AT 5501 PETERSON ROAD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Applications for Major Amendment to a Planned Development. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 9/02/2018
TCN 2105256

City Commission Regular Meeting **12.h.**

Meeting Date: 10/01/2018

Re: Major Amendment to PD - Celebration Pointe - 5501 Peterson Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-034 - Review and approval of an application for Major Amendment to a Planned Development by Applicant; LGI Homes, to allow for eight (8) modifications in the subdividsion known as Celebration Point, located at approximately 5501 Peterson Road, Fort Pierce, FL. The property is currently zoned PD, Planned Development. SECOND READING

SUMMARY:

- In accordance with Section, 22-40 of the City Code, the applicant is requesting the review and approval of a Development Review (Major Modification) to the PD as follows:

1. Replace previously approved pool/clubhouse with clubhouse that comports with Applicant's desired architectural style and use-specific needs. The proposed clubhouse will serve as a sales office during the period of active real estate sales and at the conclusion of such sales, or at some point as deemed appropriate by the Applicant, the sales office shall be converted to a clubhouse for use by the residents.
2. Add mail kiosk at sales/amenity site.
3. Revise previously approved villa footprint with a "buildable area" to be contained within the current platted lots; no platting is proposed with this modification.
4. Revise previously approved setbacks for all 292 platted villa lots as follows: 20' front setback for garages, 10' front setback for façade protrusions; 0' side setback; 0' side @ corner setback; 5' rear setback. It should be noted that the 20' front setback for garages is intended to provide 20' of vehicle stacking in all driveways so as to prevent vehicles encroaching into roadside sidewalks.
5. Provide for project construction Phasing.

- On June 11, 2007, the plat for the Celebration Point subdivision was recorded in Plat Book 57, Page 7 of the Public Records of St. Lucie County, Florida
- On December 4, 2017, Celebration Pointe was annexed into the City of Fort Pierce
- the City of Fort Pierce Planning Board, at its August 14, 2018 meeting, voted to recommend approval of the application for major amendment to the City Commission

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Staff Report
Ordinance # 18-034
Application for Major Amendment to PD
Site Plan
Aerial Map
TRC Comments
TRC Comment Response from Applicant
Public Certification Notification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/10/2018 04:02 PM

Form Started By: Brandon Creagan
Started On: 09/05/2018 04:59 PM
Final Approval Date: 09/18/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Development Review (Major Amendment to PD)**
Celebration Pointe - 5501 Peterson Road

DATE: September 5, 2018

STAFF REPORT

Property Owner/Applicant: LGI Homes
100 Ashley Drive South, Suite 210
Tampa, FL 33602

Representative: Lucido & Associates (Brian Nolan, AICP, ASLA)
701 SE Ocean Blvd
Stuart, FL 34994

Requested Action: Recommendation of Approval for a Major Amendment to the Planned Development Plan for the 1 story townhome section of the Celebration Pointe Subdivision (Lots 319-610).

Site Location: 5501 Peterson Road (Southeast Corner of S. Jenkins Road & Peterson Road)

Parcel IDs: 2418-600-0005-000-6, et al (Complete Celebration Pointe Subdivision)

Current Zoning: PD, Planned Development

Future Land-Use RM, Medium Density Residential

Surrounding Zoning:

North	East	South	West
RS-3 (SLC)	E-3, PD RM-5 (SLC)	R-4, C-3	RS-2 (SLC), RS-4 (SLC), AG-1 (SLC)

Staff Analysis:

Request

In accordance with Section, 22-40 of the City Code, the applicant is requesting the review and approval of a Development Review (Major Modification) to the PD as follows:

1. Replace previously approved pool/clubhouse with clubhouse that comports with Applicant's desired architectural style and use-specific needs. The proposed clubhouse will serve as a sales office during the period of active real estate sales and at the conclusion of such sales, or at some point as deemed appropriate by the Applicant, the sales office shall be converted to a clubhouse for use by the residents. A temporary parking lot to serve the sales office will be constructed, along with the installation of code-required landscaping/lighting for the vehicular use area and appropriate landscape buffers to buffer the proposed use from adjacent villa lots. The pool is proposed to be replaced with a fenced-in active play area.

2. Add mail kiosk at sales/amenity site.

3. Revise previously approved villa footprint with a "buildable area" to be contained within the current platted lots; no platting is proposed with this modification.

4. Revise previously approved setbacks for all 292 platted villa lots as follows: 20' front setback for garages, 10' front setback for façade protrusions; 0' side setback; 0' side @ corner setback; 5' rear setback. It should be noted that the 20' front setback for garages is intended to provide 20' of vehicle stacking in all driveways so as to prevent vehicles encroaching into roadside sidewalks.

5. Provide for project construction Phasing.

History

On January 18 2005, the St. Lucie County Commission granted Preliminary and Final PUD approval along with a change in zoning classification for the Celebration Pointe development, proposed by United Homes International, Inc.

The approved development encompasses capacity for 755 residential units, consisting of 318 single-family homes lots, 292 single-story villas lots, and lots for 145 two-story townhouses. The approved density for the development is represented at 5.12 dwelling units per acre. The property holds a PUD, Planned Unit Development (County) zoning designation, and is within the RM, Residential Medium (County) future land use category.

After approval, the development was acquired by Lo Land Assets LP, with the creation of a Community Development District for the project in May, 2006. Initial development activities commenced with of a variety of paving, grading, drainage, sidewalk, and off-site roadway improvements. The plat was approved, and recorded in 2007, contingent upon completion of the required infrastructure and bonds for outstanding improvements.

Celebration Pointe was annexed into the City of Fort Pierce on December 4, 2017. Since then the owner has sold the Single Family portion of the development to Wall Homes and is in the process of contracting out the multi-family sections to the south and south east of in the development.

Review

The request for Major Amendment to the Planned Development Plan is found to be generally consistent with the goals and objects of the Comprehensive plan especially in regards to Chapter 7, Recreation and Open Space Element. Planning Staff had a concern at the Technical Review stage regarding the removal of the pool in favor of an active play area. The applicant has since provided clarification. There will be a clubhouse located in the north of the development that will be open to all residents of Celebration Point whether they live in the stand alone single family home section or the townhome sections. This shared clubhouse will have a pool and in an effort to keep HOA fees to a minimum the applicant has elected to eliminate the pool in the townhome section in favor of an active play area. According to the applicants representative the play area will consist of slides, swings, a climbing structure, and so on. The active play area will be accessible to the residents while the clubhouse is being utilized as a sales center. Planning Staff has also identified an open space area in the middle of lots 583-610 that could be used as a potential small park or recreational area for residents.

The remaining four (4) aspects of the Major Amendment to the Planned Development Plan are in line with what other residential developments around the area are implementing. This is especially true for the mail kiosks where residential developments are starting to move away from standard mailboxes to having mail delivered to a central location.

Technical Review Committee:

All affected City Departments have reviewed the proposed Application for Development Review (Major Modification) and have provided conditional approval based on compliance with requirements of the City Code. The comments generated from the technical review, and any responses by the applicant are provided for review.

Planning Board:

At their meeting on August 14, 2018 the Planning Board voted to approve the request as presented.

Public Notification:

12 letters were sent out to residents with-in 500 feet of the subject property. As of September 5, 2018, zero (0) letters have been received. An update will be given at the next City Commission meeting.

Staff Recommendation:

The requested Application for Development Review (Major Amendment) meets the requirements of the City Code specifically section 22-40, Planned Development; therefore Staff recommends that the City Commission approve the request as presented along with Ordinance 18-034.

ORDINANCE NO. 18-034

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR LOTS 319 THROUGH 610 FOR THE SUBDIVISION KNOWN AS CELEBRATION POINTE GENERALLY LOCATED AT 5501 PETERSON ROAD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce Code of Ordinances ("City Code") Section 22-40, Planned Development Zone (PD), sets forth a procedure for major modifications to a planned development; and;

WHEREAS, on January 19, 2005, the St. Lucie County Board of County Commissioners granted preliminary and final PUD approval and a change in the zoning classification for the Celebration Pointe development ("Celebration Pointe") proposed by the original property owner United Homes International Inc.; and

WHEREAS, on June 11, 2007, the plat for the Celebration Point subdivision was recorded in Plat Book 57, Page 7 of the Public Records of St. Lucie County, Florida; and

WHEREAS, on December 4, 2017, Celebration Pointe was annexed into the City of Fort Pierce; and

WHEREAS, the current property owner LGI Homes, has submitted a development review application for a major amendment to the Planned Development to allow for five (5) modifications; and

WHEREAS, City Code Section 22-40requires an applicant for a major modification to follow the same procedure as set forth for a new planned development request.

WHEREAS, the City of Fort Pierce Planning Board, at its August 14, 2018 meeting, voted to recommend approval of the application for major amendment to the City Commission; and

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 true and correct, and are incorporated herein as the legislative intent of this ordinance.

SECTION 2. The Celebration Pointe Planned Development as recorded in Plat Book 57, Page 7, is hereby amended as follows and as shown in Exhibit "A":

1. Replace previously approved pool/clubhouse with clubhouse that comports with Applicant's desired architectural style and use-specific needs. The proposed clubhouse will serve as a sales office during the period of active real estate sales and at the conclusion of such sales, or at

some point as deemed appropriate by the Applicant, the sales office shall be converted to a clubhouse for use by the residents.

2. Add mail kiosk at sales/amenity site.

3. Revise previously approved villa footprint with a “buildable area” to be contained within the current platted lots; no platting is proposed with this modification.

4. Revise previously approved setbacks for all 292 platted villa lots as follows: 20’ front setback for garages, 10’ front setback for façade protrusions; 0’ side setback; 0’ side @ corner setback; 5’ rear setback. It should be noted that the 20’ front setback for garages is intended to provide 20’ of vehicle stacking in all driveways so as to prevent vehicles encroaching into roadside sidewalks.

5. Provide for project construction Phasing.

SECTION 3. All other aspects of the original Carriage Pointe Planned Development remain in full force and effect.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Ben Bryan Jr., Esq.
Interim City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-034 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, September 2, 2018; 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 September 17, 2018; and was duly introduced, read by title only, and passed on second and final reading October 1, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this October 1, 2018.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A
Sheet A1
Major Modification to Planned Development
Lot 319 Through Lot 610

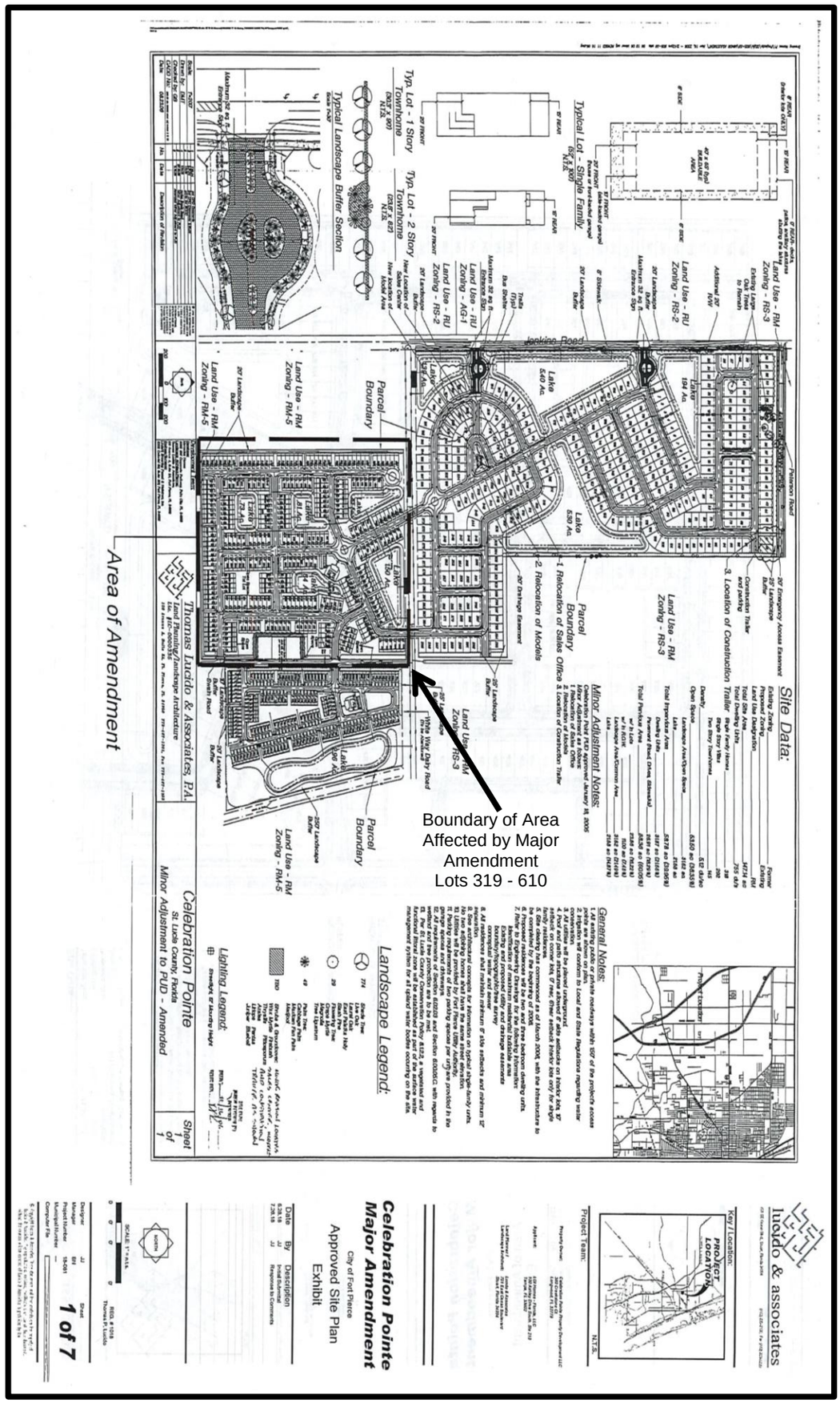


EXHIBIT A
Sheet A2
Major Modification to Planned Development
Lot 319 Through Lot 610

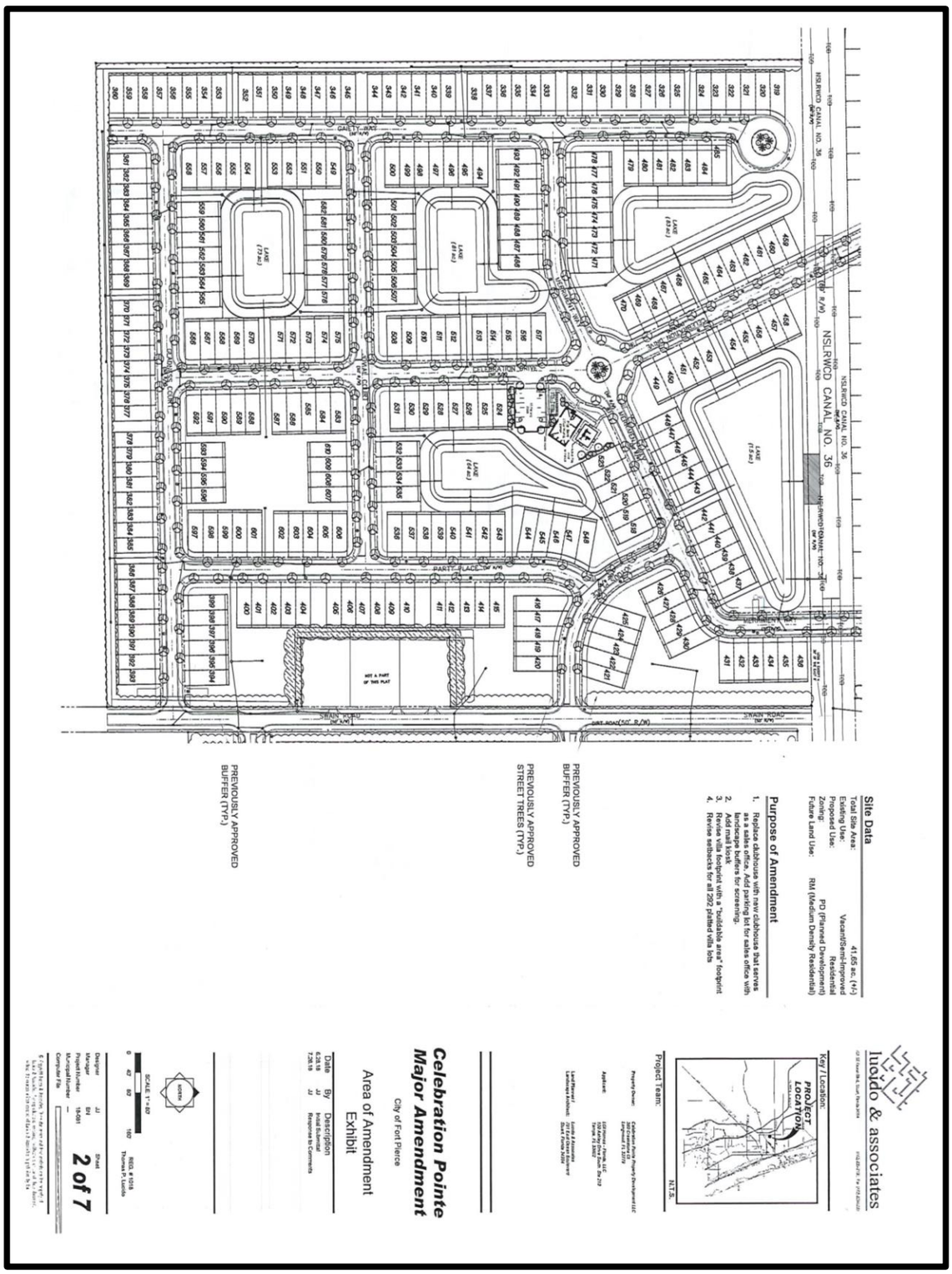


EXHIBIT A
Sheet A3
Major Modification to Planned Development
Lot 319 Through Lot 610

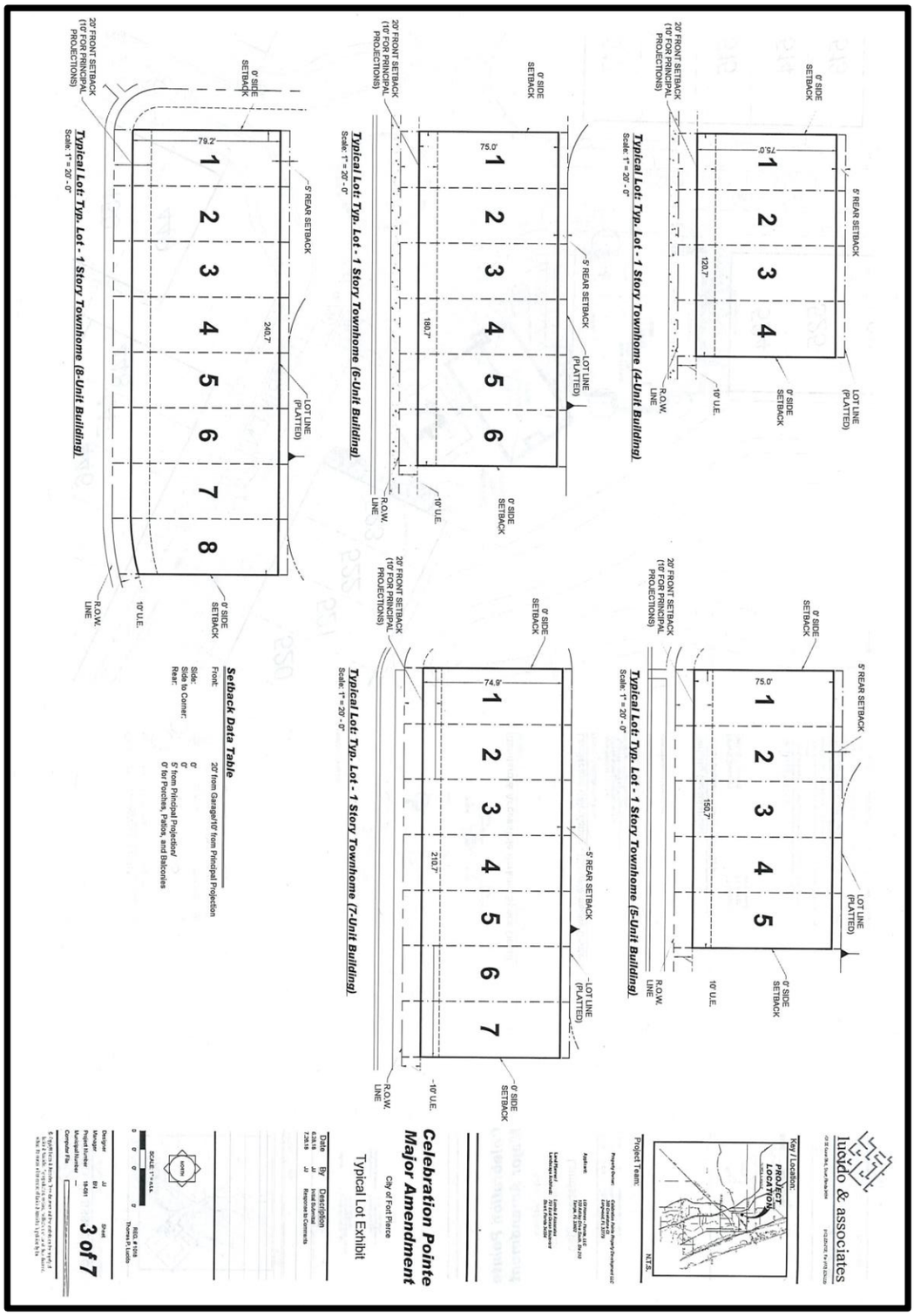


EXHIBIT A
Sheet A4
Major Modification to Planned Development
Lot 319 Through Lot 610

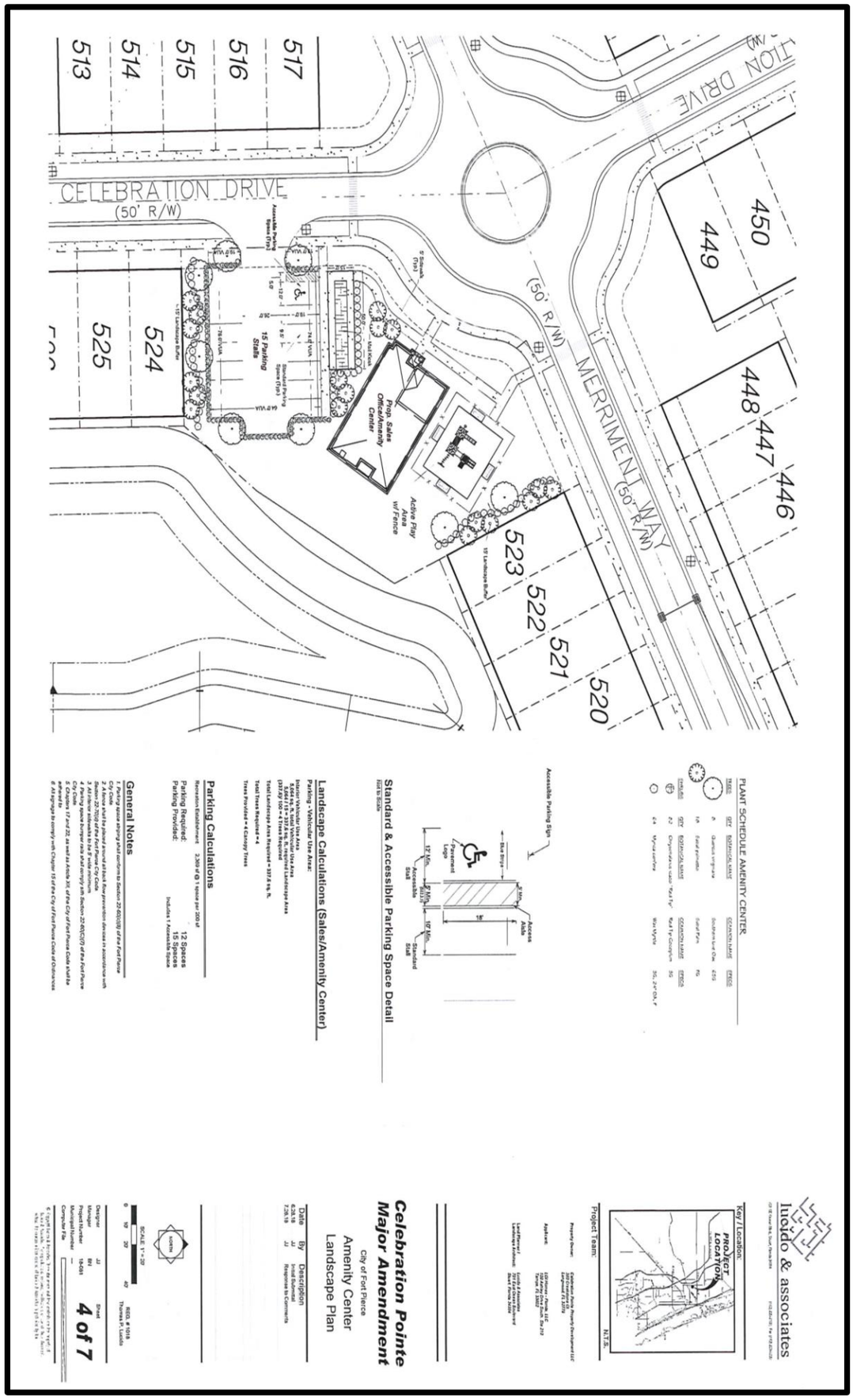
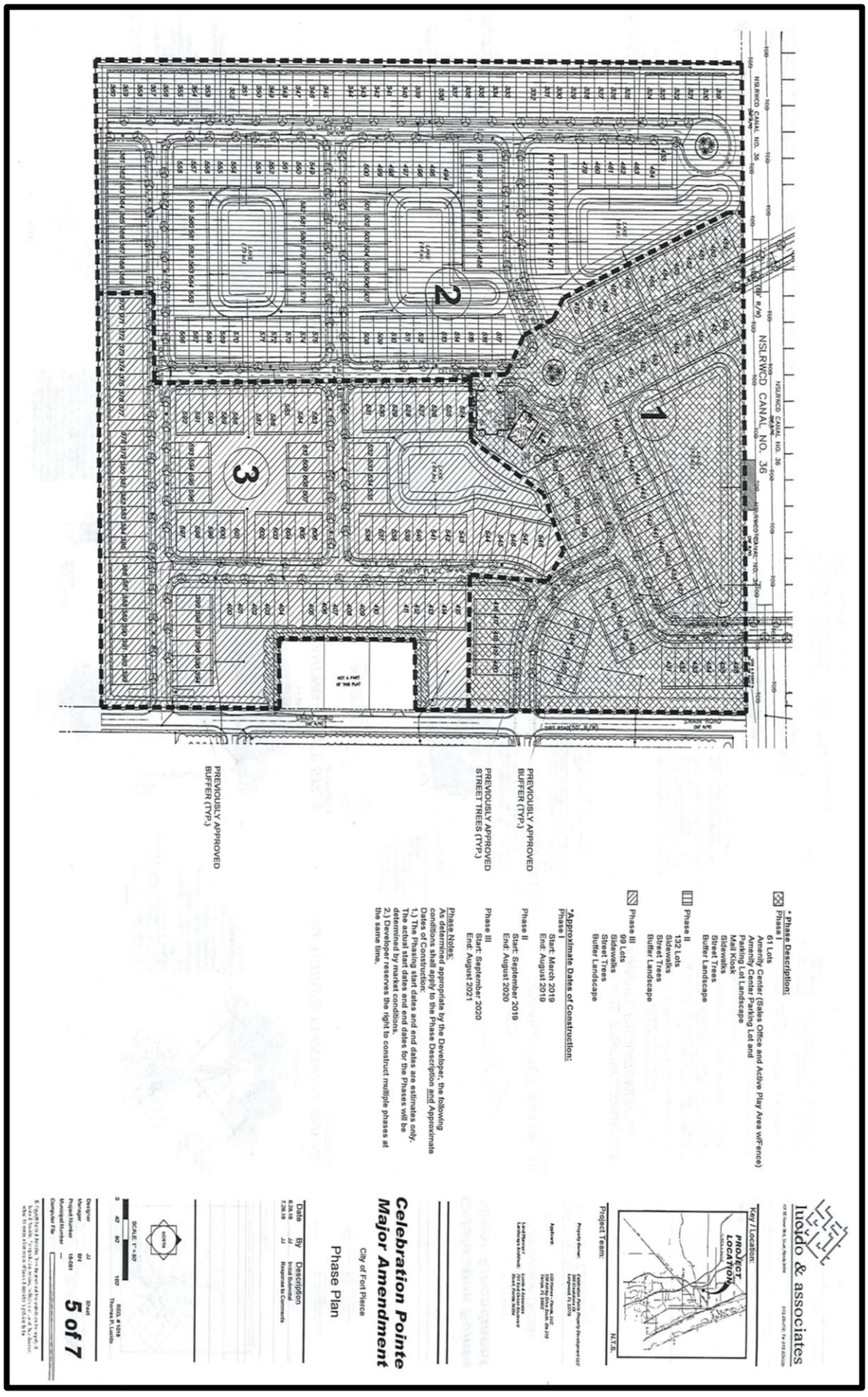


EXHIBIT A
Sheet A5
Major Modification to Planned Development
Lot 319 Through Lot 610



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
APR 03 2018
CITY OF FORT PIERCE
PLANNING & ZONING

DEVELOPMENT REVIEW

Property address or Location 5501 Peterson Rd.

Parcel ID #(s) 2418-600-0005-020-6

Project description Celebration Pointe

Property Owner(s)
Endeavor-Wall Homes, LLC
Street Address
10150 Highland Manor Dr. Suit 200
City State Zip
Tampa FL 33610
Phone Number
813-314-2171
Email Address Carry.Thompson@lkll.com

Applicant/Representative, Title, Company
Bill Barbara V.P., Carnahan, Proctor & Cross
814 S. Military Trail
Street Address
Deerfield Beach, FL 33442
City State Zip
(954) 972-3959 X 118
Phone Number
BBarbara@cpc-eng.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 -- COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 3rd day of April, 2018, by Larry Thompson who is personally known to me or has produced FL DL as identification.

Kim Keahey
Signature of Notary

KIM KEAHEY
Notary Public - State of Florida
Commission # GG 024418
My Comm. Expires Dec 16, 2020
Bonded through National Notary Assn.
(Seal)

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		
❑ Site Plan	❑ Conditional Use with New Const.	☑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

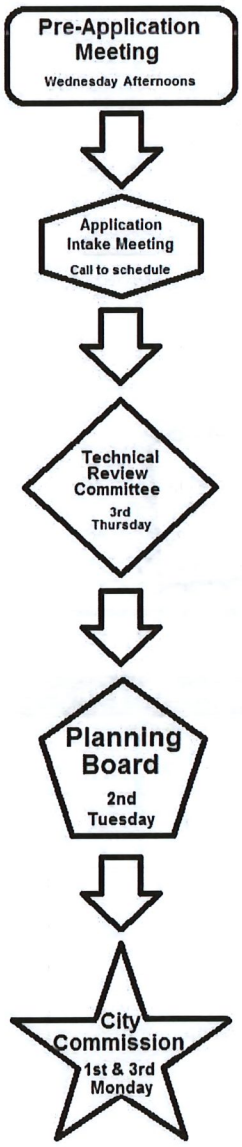
Site Information:

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

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

North	South	East	West

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)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

Celebration Pointe
Major Amendment

City of Fort Pierce, Florida

Applicant
LGI Homes - Florida, LLC
100 Ashley Drive South, Ste 210
Tampa, FL 33602

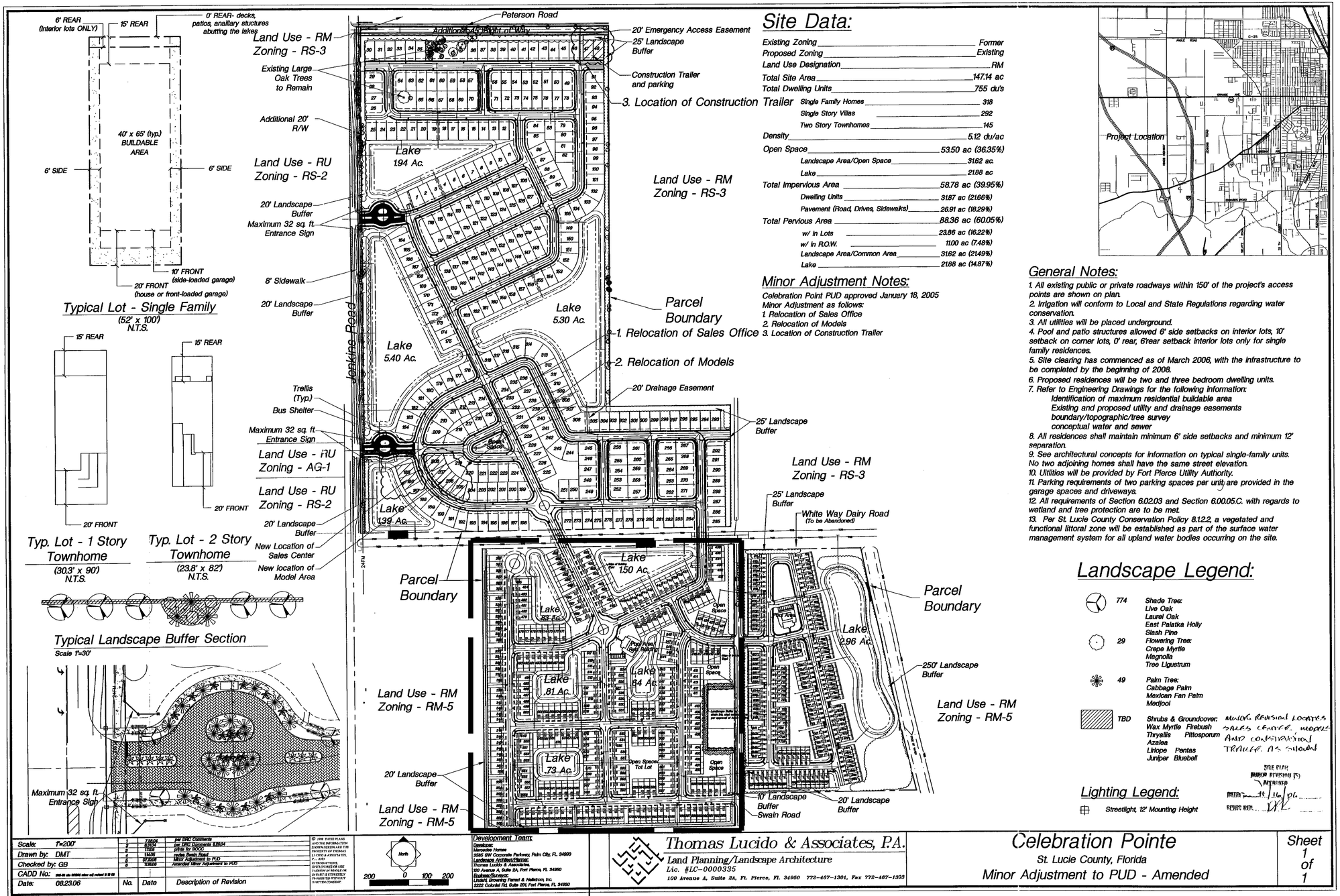
Property Owner
Celebration Pointe Property Development LLC
380 Creekstone Ct.
Longwood, FL 32779

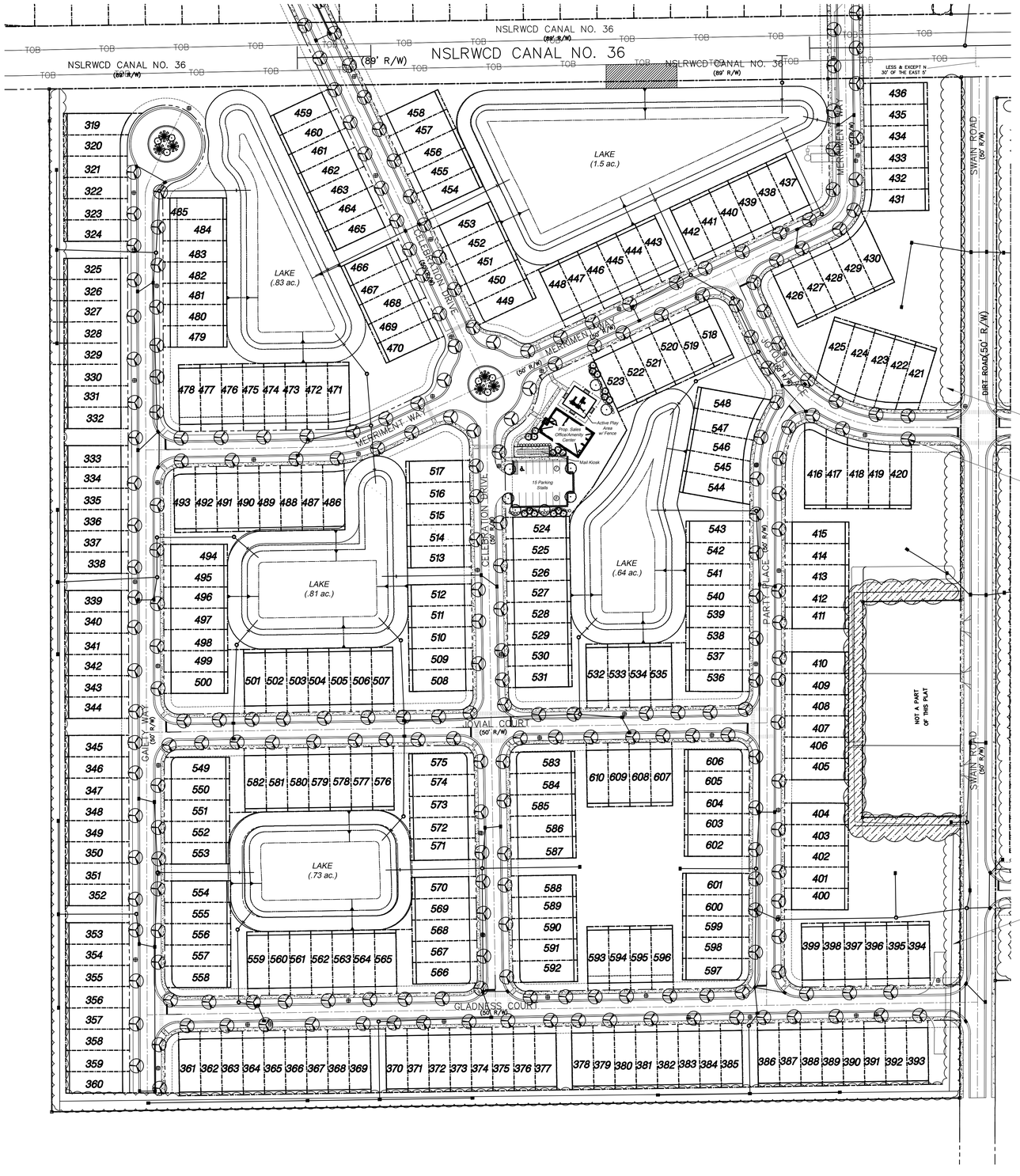
Land Planner/Landscape Architect
Lucido & Associates, P.A
701 East Ocean Blvd.
Stuart, FL 34994
P: 772.220.2100

Sheet Index

Cover Sheet
Approved Site Plan Exhibit 1 of 7
Area of Amendment Exhibit 2 of 7
Typical Lots Exhibit 3 of 7
Amenity Center Exhibit 4 of 7
Phase Plan 5 of 7
Landscape Details 6 of 7
Landscape Specifications 7 of 7

lucido&associates


6' REAR (Interior lots ONLY)
15' REAR
0' REAR- decks, patios, anaillary stuctures abutting the lakes
40' x 65' (typ.) BUILDABLE AREA
6' SIDE
6' SIDE
10' FRONT (side-loaded garage)
20' FRONT (house or front-loaded garage)
Typical Lot - Single Family
(52' x 100')
N.T.S.
15' REAR
20' FRONT
Typ. Lot - 1 Story Townhome
(30.3' x 90')
N.T.S.
15' REAR
20' FRONT
Typ. Lot - 2 Story Townhome
(23.8' x 82')
N.T.S.
Typical Landscape Buffer Section
Scale 1"=30'
Maximum 32 sq. ft. Entrance Sign
Land Use - RM Zoning - RS-3
Existing Large Oak Trees to Remain
Additional 20' R/W
Land Use - RU Zoning - RS-2
20' Landscape Buffer
Maximum 32 sq. ft. Entrance Sign
8' Sidewalk
20' Landscape Buffer
Trellis (Typ.)
Bus Shelter
Maximum 32 sq. ft. Entrance Sign
Land Use - RU Zoning - AG-1
Land Use - RU Zoning - RS-2
20' Landscape Buffer
New Location of Sales Center
New location of Model Area
Peterson Road
Additional 40' Right of Way
20' Emergency Access Easement
25' Landscape Buffer
Construction Trailer and parking
3. Location of Construction Trailer
Jenkins Road
Lake 194 Ac.
Lake 5.30 Ac.
Lake 5.40 Ac.
Lake 139 Ac.
Lake 150 Ac.
Lake 83 Ac.
Lake 81 Ac.
Lake 64 Ac.
Lake 73 Ac.
Lake 296 Ac.
Land Use - RM Zoning - RS-3
Parcel Boundary
1. Relocation of Sales Office
2. Relocation of Models
20' Drainage Easement
25' Landscape Buffer
Land Use - RM Zoning - RS-3
25' Landscape Buffer
White Way Dairy Road
(To be Abandoned)
Parcel Boundary
250' Landscape Buffer
Land Use - RM Zoning - RM-5
Land Use - RM Zoning - RM-5
20' Landscape Buffer
Land Use - RM Zoning - RM-5
10' Landscape Buffer
Swain Road
20' Landscape Buffer
Open Space
Open Space Tot Lot
Open Space
Open Space
Open Space



Site Data

Total Site Area:	41.65 ac. (+/-)
Existing Use:	Vacant/Semi-Improved
Proposed Use:	Residential
Zoning:	PD (Planned Development)
Future Land Use:	RM (Medium Density Residential)

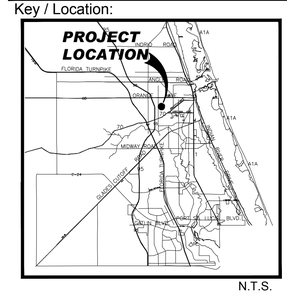
Purpose of Amendment

1. Replace clubhouse with new clubhouse that serves as a sales office. Add parking lot for sales office with landscape buffers for screening.
2. Add mail kiosk
3. Revise villa footprint with a "buildable area" footprint
4. Revise setbacks for all 292 platted villa lots

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Property Owner: *Celebration Pointe Property Development LLC*
380 Creekstone Ct.
Longwood, FL 32779

Applicant: *LGI Homes - Florida, LLC*
100 Ashley Drive South, Ste 210
Tampa, FL 33602

Land Planner / Landscape Architect: *Lucido & Associates*
701 East Ocean Boulevard
Stuart, Florida 34994

Celebration Pointe Major Amendment

City of Fort Pierce

Area of Amendment Exhibit

Date	By	Description
6.28.18	JJ	Initial Submittal
7.26.18	JJ	Response to Comments

NORTH

SCALE: 1" = 80'

0 40' 80' 160'

REG. # 1018
Thomas P. Lucido

Designer	JJ
Manager	BN
Project Number	18-081
Municipal Number	---
Computer File	

Sheet **2 of 7**

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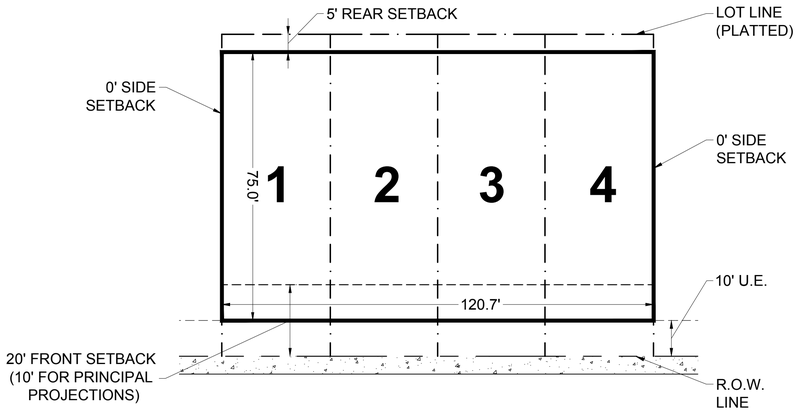
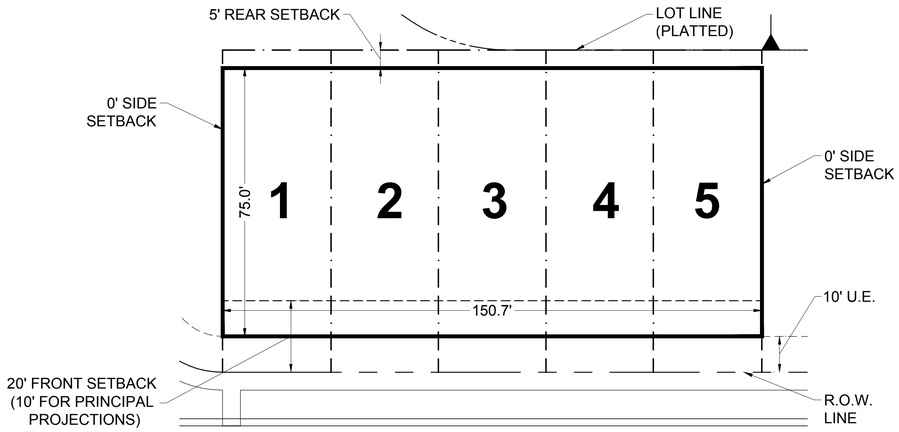


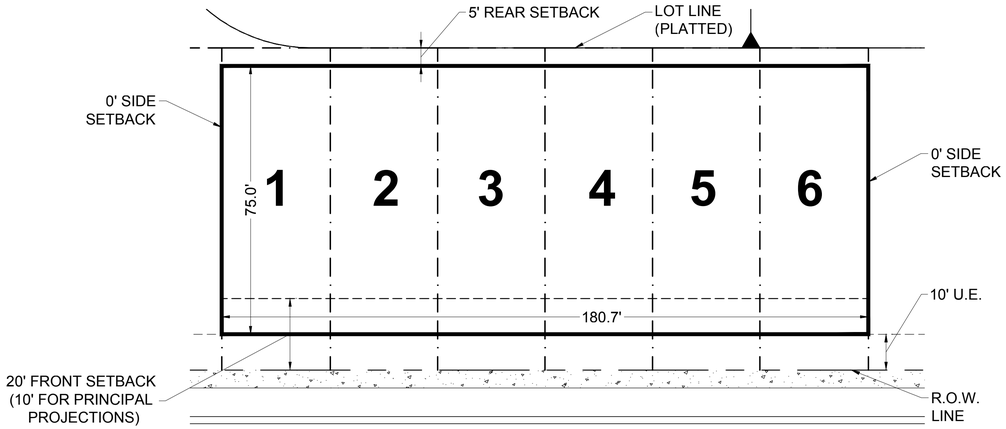
Typical Lot: Typ. Lot - 1 Story Townhome (4-Unit Building)

Scale: 1" = 20' - 0"



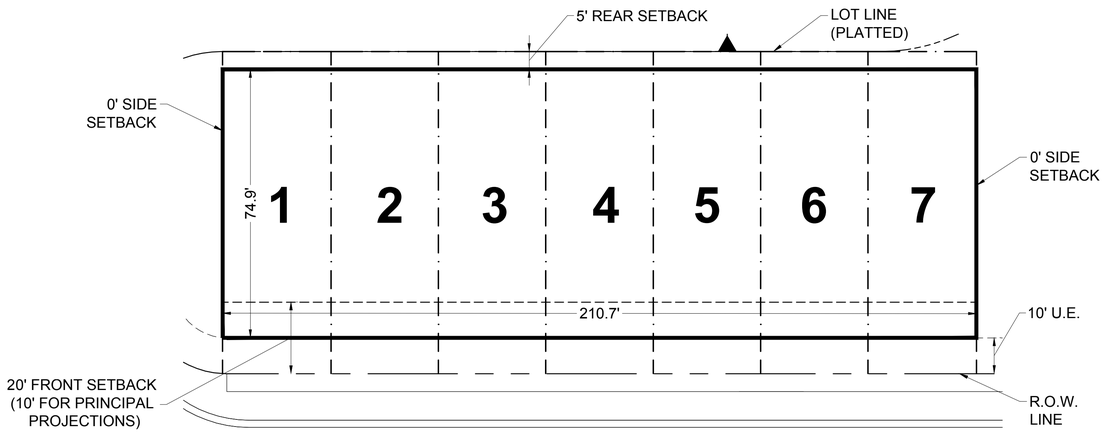
Typical Lot: Typ. Lot - 1 Story Townhome (5-Unit Building)

Scale: 1" = 20' - 0"



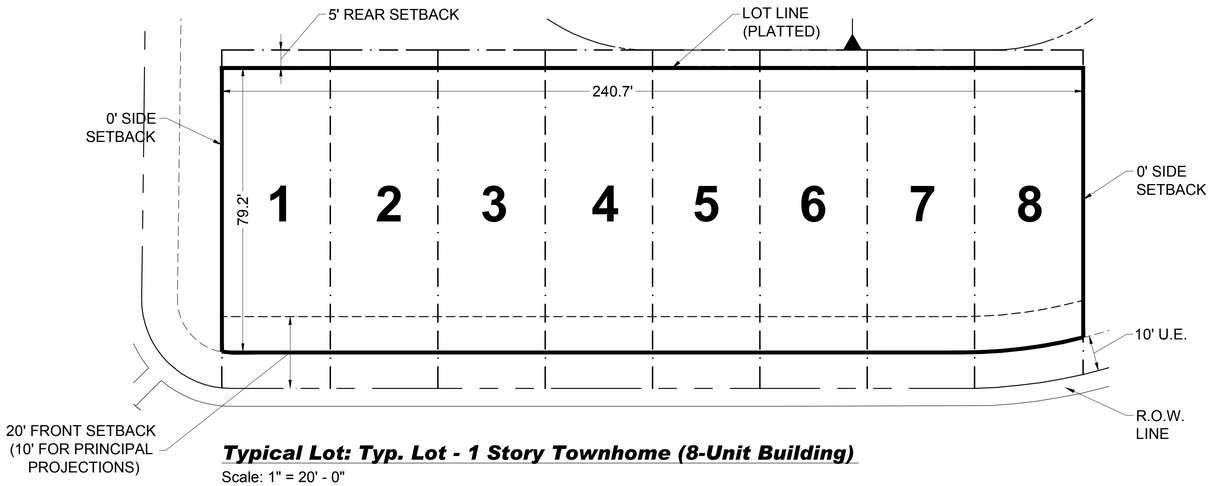
Typical Lot: Typ. Lot - 1 Story Townhome (6-Unit Building)

Scale: 1" = 20' - 0"



Typical Lot: Typ. Lot - 1 Story Townhome (7-Unit Building)

Scale: 1" = 20' - 0"



Typical Lot: Typ. Lot - 1 Story Townhome (8-Unit Building)

Scale: 1" = 20' - 0"

Setback Data Table

Front:	20' from Garage/10' from Principal Projection
Side:	0'
Side to Corner:	0'
Rear:	5' from Principal Projection/ 0' for Porches, Patios, and Balconies

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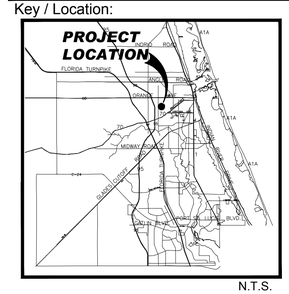
Key / Location:



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Longwood, FL 32779

Applicant: *LGI Homes - Florida, LLC*
100 Ashley Drive South, Ste 210
Tampa, FL 33602

Land Planner / Landscape Architect: *Lucido & Associates*
701 East Ocean Boulevard
Stuart, Florida 34994

Celebration Pointe Major Amendment

City of Fort Pierce

Typical Lot Exhibit

Date	By	Description
6.28.18	JJ	Initial Submittal
7.26.18	JJ	Response to Comments

NORTH

SCALE: 1" = n.t.s.

0 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	JJ	Sheet
Manager	BN	**3 of 7**
Project Number	18-081	
Municipal Number	---	
Computer File		

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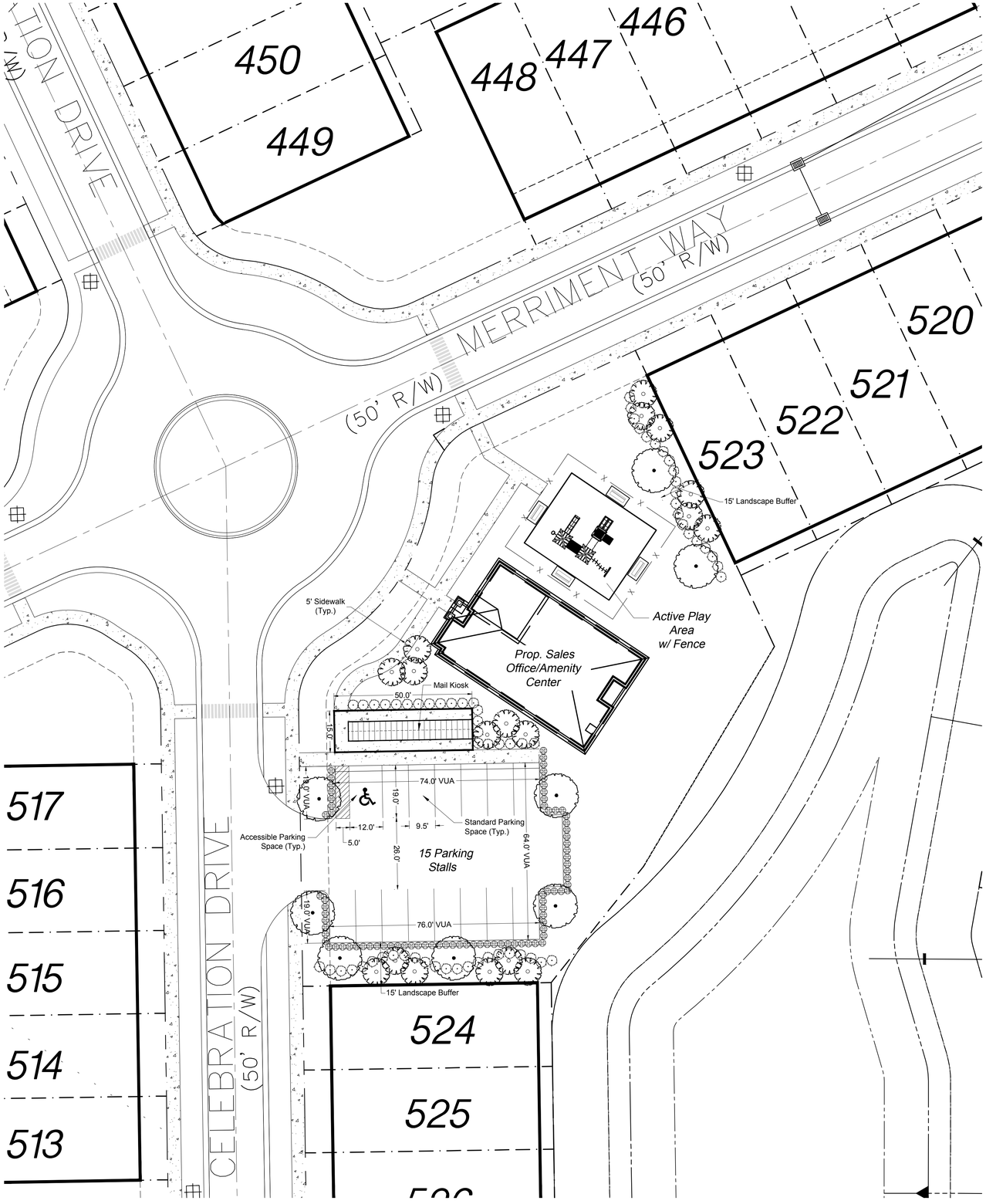
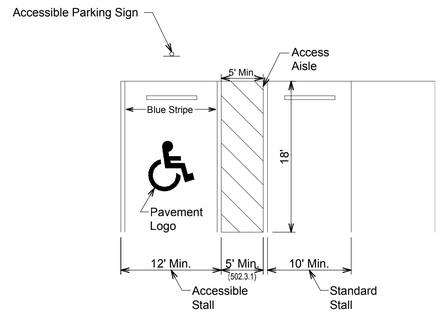


PLANT SCHEDULE AMENITY CENTER

TREES	QTY	BOTANICAL NAME	COMMON NAME	SPECS
	8	Quercus virginiana	Southern Live Oak	65G
	18	Sabal palmetto	Sabal Palm	FG
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SPECS**
	82	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	3G
	64	Myrica cenfera	Wax Myrtle	3G, 24" OA, F



Standard & Accessible Parking Space Detail

Not to Scale

Landscape Calculations (Sales/Amenity Center)

Parking - Vehicular Use Area:

Interior Vehicular Use Area
5,064 sq. ft. total Vehicular Use Area
5,064 / 15 = 337.6 sq. ft. required Landscape Area
(337.6)/ 100 = 4 Trees Required

Total Landscape Area Required = 337.6 sq. ft.

Total Trees Required = 4

Trees Provided = 4 Canopy Trees

Parking Calculations

Recreation Establishment: 2,369 sf @ 1 space per 200 sf:

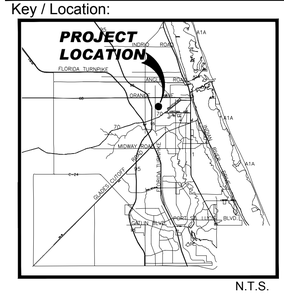
Parking Required:	12 Spaces
Parking Provided:	15 Spaces
	Includes 1 Accessible Space

General Notes

1. Parking space striping shall conform to Section 22-60(c)(8) of the Fort Pierce City Code.
2. A fence shall be placed around all back flow prevention devices in accordance with Section 22-70(d) of the Fort Pierce City Code.
3. All interior sidewalks to be 5' wide minimum.
4. Parking space bumper rails shall comply sith Section 22-60(C)(7) of the Fort Pierce City Code.
5. Chapters 17 and 22, as well as Article XII, of the City of Fort Pierce Code shall be adhered to.
6. All signage to comply with Chapter 15 of the City of Fort Pierce Code of Ordinances.

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



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701 East Ocean Boulevard
Stuart, Florida 34994

Celebration Pointe Major Amendment

City of Fort Pierce

Amenity Center Landscape Plan

Date	By	Description
6.28.18	JJ	Initial Submittal
7.26.18	JJ	Response to Comments

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	JJ
Manager	BN
Project Number	18-081
Municipal Number	---
Computer File	

Sheet **4 of 7**

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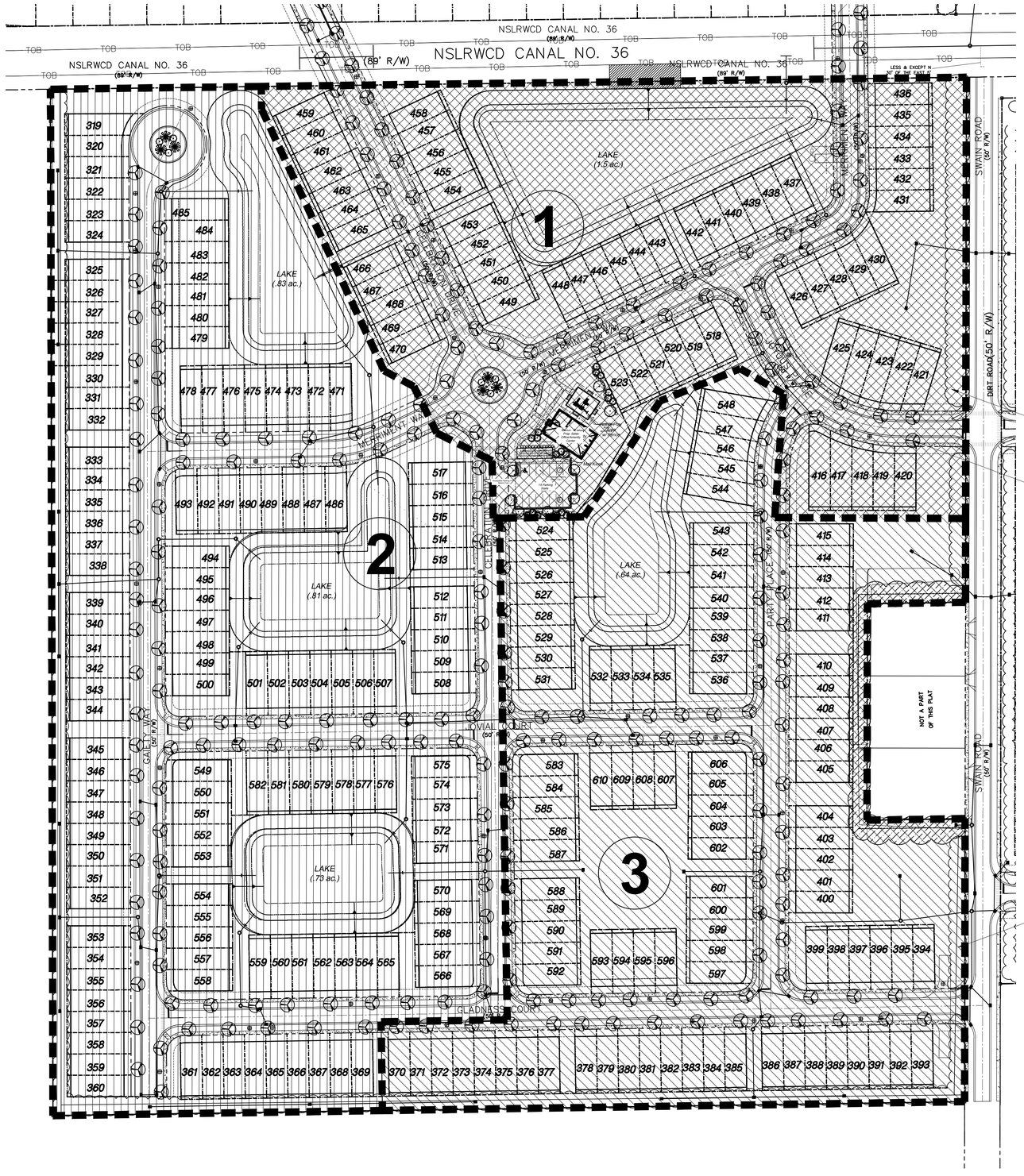

*** Phase Description:**

Phase I
- 61 Lots
- Amenity Center (Sales Office and Active Play Area w/Fence)
- Amenity Center Parking Lot and
- Parking Lot Landscape
- Mail Kiosk
- Sidewalks
- Street Trees
- Buffer Landscape

Phase II
- 132 Lots
- Sidewalks
- Street Trees
- Buffer Landscape

Phase III
- 99 Lots
- Sidewalks
- Street Trees
- Buffer Landscape

***Approximate Dates of Construction:**

Phase I
- Start: March 2019
- End: August 2019

Phase II
- Start: September 2019
- End: August 2020

Phase III
- Start: September 2020
- End: August 2021

Phase Notes:

As determined appropriate by the Developer, the following conditions shall apply to the Phase Description and Approximate Dates of Construction:

1.) The Phasing start dates and end dates are estimates only. The actual start dates and end dates for the Phases will be determined by market conditions.

2.) Developer reserves the right to construct multiple phases at the same time.

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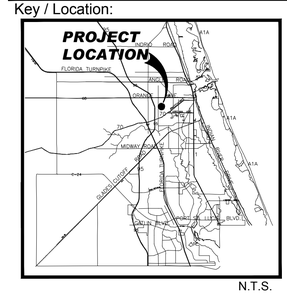
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Property Owner:	*Celebration Pointe Property Development LLC* *380 Creekstone Ct.* *Longwood, FL 32779*
Applicant:	*LGI Homes - Florida, LLC* *100 Ashley Drive South, Ste 210* *Tampa, FL 33602*
Land Planner / Landscape Architect:	*Lucido & Associates* *701 East Ocean Boulevard* *Stuart, Florida 34994*

Celebration Pointe Major Amendment

City of Fort Pierce

Phase Plan

Date	By	Description
6.28.18	JJ	Initial Submittal
7.26.18	JJ	Response to Comments

NORTH

SCALE: 1" = 80'

0 40' 80' 160'

REG. # 1018
Thomas P. Lucido

Designer	JJ	Sheet
Manager	BN	**5 of 7**
Project Number	18-081	
Municipal Number	---	
Computer File		

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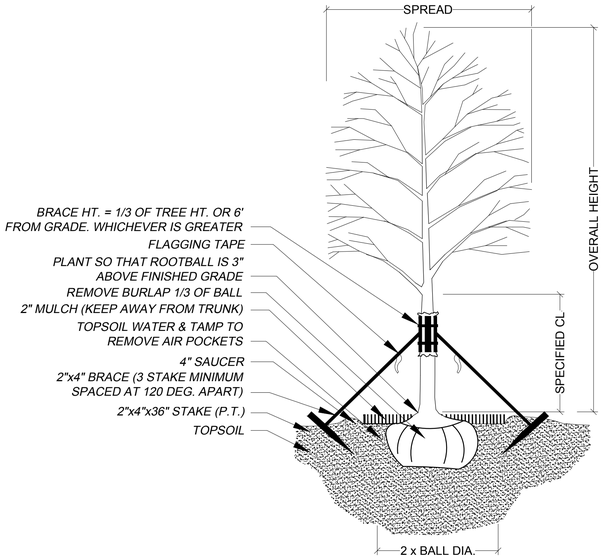
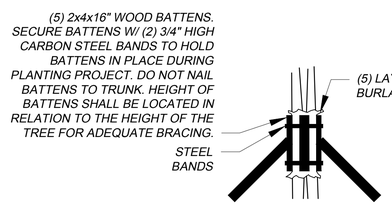


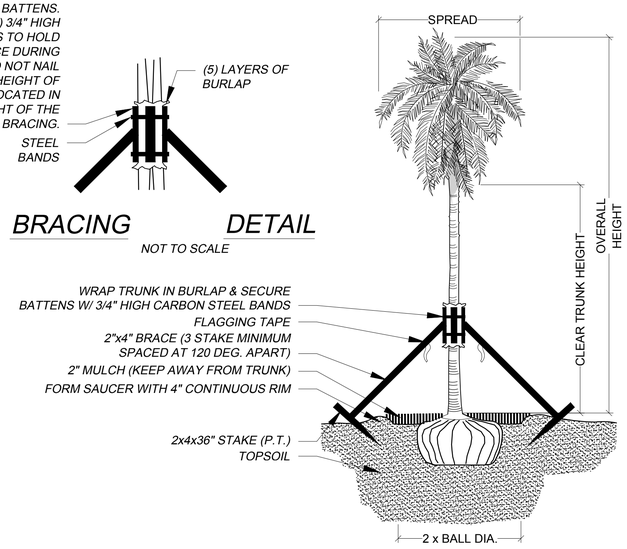
TREE PLANTING & STAKING

NOT TO SCALE



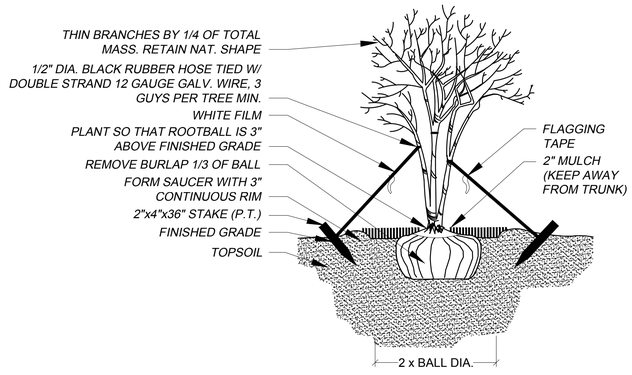
BRACING DETAIL

NOT TO SCALE



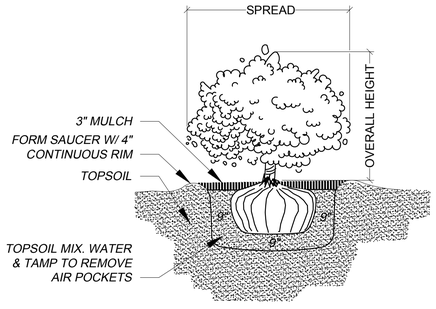
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



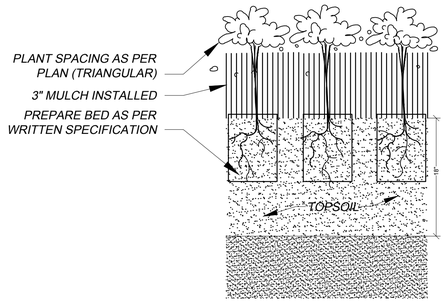
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



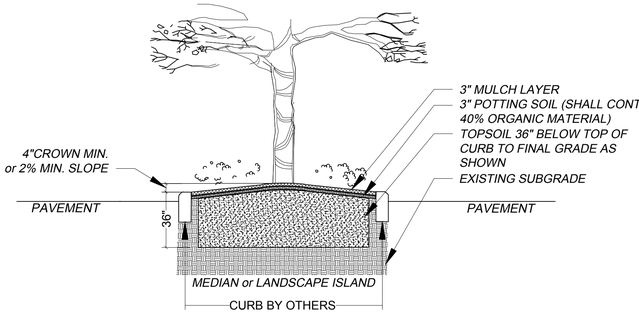
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

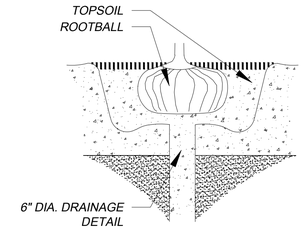


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

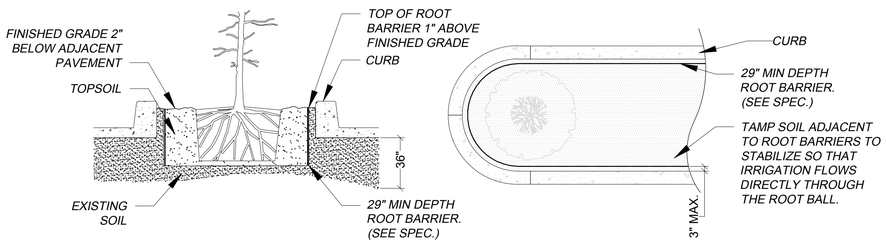
NOT TO SCALE

- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

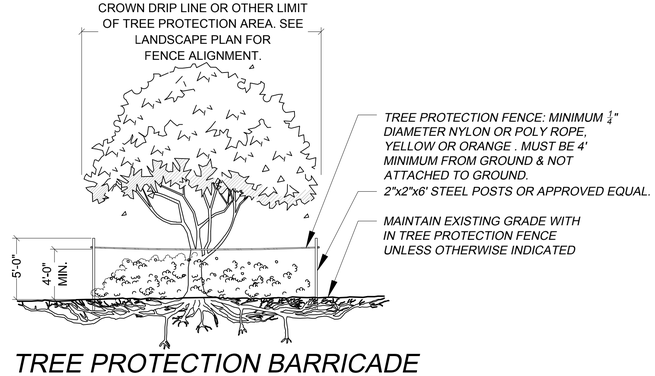
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT AND OR CURB.
2- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
3- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURE'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING
FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

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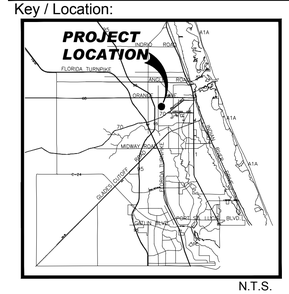
Key / Location:



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Stuart, Florida 34994

Celebration Pointe Major Amendment

City of Fort Pierce

Landscape Details

(Sales Parking and Amenity Buffers)

Date	By	Description
6.28.18	JJ	Initial Submittal
7.26.18	JJ	Response to Comments

NORTH

SCALE: 1" = n.t.s.

0 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	JJ
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Project Number	18-081
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Sheet **6 of 7**

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:

A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:

A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:

A. The Landscape Contractor shall personally examine the site and fully acquaint him/herlself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:

A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:

A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:

A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:

A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:

The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:

A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:

A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:

A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:

1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:

A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:

A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MARTERIALS

2.01 PLANT MATERIALS:

A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:

A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE

A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:

A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:

A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (see Landscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. East Coast Recycling Inc. is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of 'Topsoil' as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:

A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container 1 tablet
3 gallon container 2 tablets
5 gallon container 3 tablets
7 gallon container 5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:

A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION

3.01 DIGGING:

A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:

A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:

A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;

1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:

A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12" oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:

A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:

A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:

A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:

A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:

A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

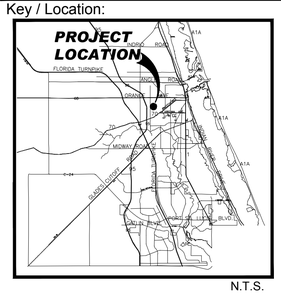
D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Property Owner: Celebration Pointe Property Development LLC, 380 Creekstone Ct., Longwood, FL 32779

Applicant: LGI Homes - Florida, LLC, 100 Ashley Drive South, Ste 210, Tampa, FL 33602

Land Planner / Landscape Architect: Lucido & Associates, 701 East Ocean Boulevard, Stuart, Florida 34994

Celebration Pointe Major Amendment

City of Fort Pierce

Landscape Specifications

(Sales Parking and Amenity Buffers)

Date	By	Description
6.28.18	JJ	Initial Submittal
7.26.18	JJ	Response to Comments

NORTH

SCALE: 1" = n.t.s.

0 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	JJ	Sheet
Manager	BN	7 of 7
Project Number	18-081	
Municipal Number	---	
Computer File		

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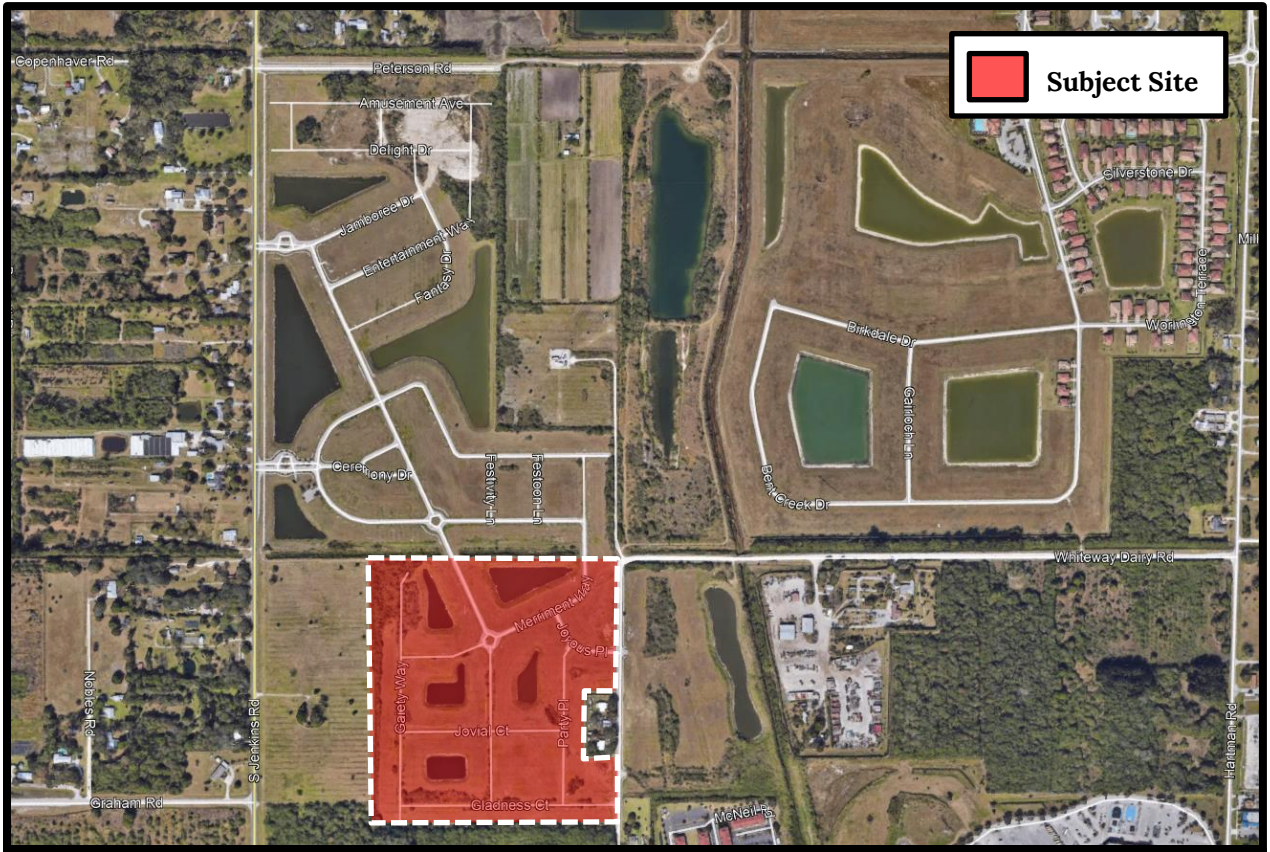


THE SUNRISE CITY FORT PIERCE Florida

Major Amendment
Celebration Pointe – 5501 Peterson Road
Aerial Map

N W E S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

July 18, 2018

Brian Nolan, AICP, ASLA
701 SE Ocean Blvd
Stuart, FL 34994

SUBJECT: Major Amendment to PD – Celebration Pointe
TECHNICAL REVIEW PROJECT: # 18-4110003

Comments:

1. Please specify in more detail why the pool is being proposed to be removed and what lead to that decision. Please include a detailed description on what the fenced in active play area will contain. Why is the fenced in active play area considered a better option than a pool for residents at the club house?

2. Please provide a lighting plan or photometric survey at the time of building permit for the clubhouse portion of the project.

3. Please revise the plans to show a parking stall depth of 19 feet as required by code.

4. Please revise page one (1) of the plans to show the proposed setback and buildable area for the 1 story townhome portion of the project. Currently page one (1) is reflecting a change for the single family lots instead of the one (1) story townhome lots.

5. With the clubhouse being proposed as a sales center first will the residents have any access to utilize the clubhouse? If not what onsite amenities are going to be offered to residents until the sales center is converted to resident use? Is there a threshold in occupancy to when the conversion will take place

6. The acreage of the lakes on page two (2) does not match the acreage of the lakes on page one (1). Please take a second look and revise.

Please provide a written response to all TRC comments and provide submittal (10 copies) of all new materials by July 31, 2018 to advance to the August Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Celebration Pointe Major Amendment
5501 Peterson Road (Jenkins Road)
TRC No. 18-41100002

DATE : July 18, 2018

This is to advise you that we have completed the review of the following documents as received by this office on July 5, 2018:

- [x] Major Amendment Submittal
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend
- [ ] Approval of Site Plan
- [x] Approval with conditions
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for conditions of approval

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING CONDITIONS OF APPROVAL:

1. The original Site Plan as approved by St. Lucie County permitted the following setbacks:

   SINGLE FAMILY:
   a) Front – 20′ (10′ for side loaded garages)
   b) Rear – 15′, 6′ for interior lots, and 0′ for patios, pools, and decks abutting a lake
   c) Side – 6′

   TOWNHOMES:
   a) Front – 20′
   b) Rear – 15′
   c) Side – 0′

   The previous submittal and this submittal indicate that the applicant proposes the following revisions to the SLC approved setbacks:

   SINGLE FAMILY:
   a) Front – No change
   b) Rear – 8′ and 0′ for patios, pools, and decks
   c) Side – No change

   TOWNHOMES:
   a) Front – 20′ and 10′ for principal projections
   b) Rear – 5′ and 0′ for patios, porches, and balconies
   c) Side – No change

   This department recommends that the Single Family and Townhome rear setback for patios, pools, and decks of 0′ be revised to include the notation that the setback only applies to homes abutting a lake.

2. Revise the sidewalk width from 5′ to 6′ along the north side of the northern parking stalls or revise the parking stall depth from 18′ to 19′ as required by Code.

3. **ADVISORY COMMENT:** The applicant shall be made aware that changes to the site such as the elimination of roadways, creation of roadways, relocation of platted lots, and the creation of multi-family units will require a replat, and possible re-permitting through SFWMD and NSLRCD.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: July 19, 2018
Property Address: 5501 Peterson Road - Major Amendment
Property Name:
Project Name: Celebration Pointe
Planner:

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

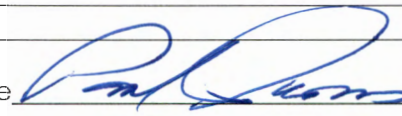
☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature  Date: 7.18.18

July 18, 2018

Project: **Celebration Pointe**
Subject: **Major Amendment**
To: Brandon Creagan
From: Grant Chambers
SLC-Engineering Division

1. County Engineering has no further comments at this time.

Please see below FPUA's comment for the above referenced subject:

Water/Wastewater Engineering :
Please note that any change to quantity or number of building from what was originally platted may require modification to water and sewer services, to facilitate new layout.
Approved as noted

Electric & Gas Engineering:
Approved with no comments

Thanks,
Lugey Dawson
Engineering Coordinator
Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 S. 37th Street
Fort Pierce, FL 34947
Telephone: (772) 466-1600, Ext. 3428
Fax: (772) 468-2414
ldawson@fpua.com

lucido & associates

July 24, 2018

Mr. Brandon Creagan, LEED Green Associate
Planner
Planning Department
City of Fort Pierce
100 N. US1
Fort Pierce, FL 34950

Re: Celebration Pointe Major Amendment – Response to Comments
Our Reference Number: 18-081

Dear Mr. Creagan,

We are in receipt of your comment letter dated July 18, 2018, wherein you included comments issued by the reviewing departments of the Technical Review Committee, pursuant to their respective review of the initial submittal of the above referenced application. Please find below all comments received, along with our responses in ***bold italics***.

CITY OF FORT PIERCE PLANNING DEPARTMENT

1. Please specify in more detail why the pool is being proposed to be removed and what lead to that decision. Please include a detailed description on what the fenced active play area will contain. Why is the fenced in active play area considered a better option that a pool for residents at the clubhouse?

Response: In an effort to keep HOA costs for future residents to a minimum, it is proposed that the previously approved cabana and pool facilities in the Townhome portion of the project be replaced with a clubhouse and active play area. It should be noted that residents of the Townhome portion of the project will have access to the newly proposed 3,400 sf. clubhouse and pool in the Single-Family portion of the project – this newly proposed clubhouse and pool are anticipated to be completed by the end of this year (2018) and it is anticipated that Phase I of the Townhomes will be completed near or at the end of the first quarter of 2019.

The active play area will contain an active play structure, which may be comprised of a slide, swings, climbing structure, etc. – the specific play structure has not yet been specified. The play surface material will most likely be natural or recycled mulch.

2. Please provide a lighting plan or photometric survey at the time of building permit for the clubhouse portion of the project.

Response: Acknowledged.

3. Please revise plans to show a parking stall depth of 19 feet as required by code.

Response: The parking stall depth has been revised to 19' as requested.

4. Please revise page one (1) of the plans to show the proposed setback and buildable area for the 1-story townhome portion of the project. Currently, page one (1) is reflecting a change for the single-family lots instead of the 1-story townhome lots.

Response: Sheet 1 of 7 is an exhibit illustrating the stamped, approved PUD Site Plan, as last amended and approved under the jurisdiction of St. Lucie County. This exhibit is not mean to illustrate nor describe the current, proposed amendments, but rather it is only an exhibit to illustrate the previously approved PUD Site Plan and development parameters illustrated thereon. Note the "Area of Amendment" call-out on Sheet 1 of 7.

Sheet 2 of 7 is an enlargement of the "Area of Amendment", which includes general site data, provides for a description of the proposed amendment along with illustrating the proposed "buildable area" within each Townhome lot.

Sheet 3 of 7 illustrates all proposed Townhome lot types with proposed, applicable setback data.

5. With the clubhouse being proposed as a sales center first, will the residents have any access to utilize the clubhouse? If not, what onsite amenities are going to be offered to residents until the sales center is converted to resident use? Is there a threshold in occupancy to when the conversion will take place?

Response: It is anticipated that the clubhouse will act as a sales center first, with the active play structure being accessible upon the opening of the sales center. The newly proposed 3,400 sf. clubhouse and pool in the Single-Family portion of the project will also be available for use by Townhome residents – with construction of the 3,400 sf. clubhouse and pool anticipated to be completed and operational by the end of this year (2018), and completion of Phase I of the Townhomes slated for completion at or near the end of the first quarter of next year (2019), it is anticipated that all residents will be provided with ample onsite recreational opportunities as early in the Phased construction as possible.

6. The acreage of the lakes on page 2 does not match the acreage of the lakes on page 1. Please take a second look and revise.

Response: The information has been revised as requested.

CITY OF FORT PIERCE ENGINEERING DEPARTMENT

1. This Department recommends that the Single-Family Townhome rear setback for patios, pools, and deck of 0' be revised to include the notation that the setback only applies to homes abutting a lake.

Response: In speaking with the Assistant City Engineer, the Engineering Department will defer questions related to setbacks to the Planning Director.

2. Revise the sidewalk width from 5' to 6' along the north side of the northern parking stalls or revise the parking stall depth from 18' to 19' as required by Code.

Response: The parking stall depth has been revised to 19' as requested.

3. ADVISORY COMMENT: The Applicant shall be made aware that changes to the site such as the elimination of roadways, creating of roadways, relocation of platted lots, and the creation of multi-family units will require a replat, and possible re-permitting through SFWMD and NSLRCD.

Response: Acknowledged; no modifications requiring a replat are currently proposed and the appropriate modifications, if necessary, to existing permits shall be applied for in accordance with applicable jurisdictional requirements.

CITY OF FORT PIERCE BUILDING DEPARTMENT

1. Building Official or his representative has not comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

Response: Acknowledged.

ST. LUCIE COUNTY ENGINEERING DEPARTMENT

1. County Engineering has no further comments at this time.

Response: Acknowledged.

FORT PIERCE UTILITY AUTHORITY – WATER/WASTE WATER ENGINEERING

1. Approved as Noted: Please note that any change to quantity or number of buildings from what was originally platted may require modification to water and sewer services to facility new layout.

Response: Acknowledged.

FORT PIERCE UTILITY AUTHORITY – ELECTRIC & GAS ENGINEERING

1. Approved with no comments.

Response: Acknowledged.

We appreciate the opportunity to provide you with the above responses and look forward to working with you further to gain staff's sing-off, and ultimately, staff's support for the requested Major Amendment. Please do not hesitate to contact me directly should you have any further questions or concerns.

Respectfully,

Brian Nolan, AICP, ASLA
Senior Land Planner/Landscape Architect

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Major Amendment to PD - Celebration Pointe

NOTICES PROVIDED PURSUANT TO: City Code 22-143, 22-40

NOTICE BY NEWSPAPER: September 2, 2018

NOTICE BY MAIL: September, 6 2018

NOTICE BY SIGNS: September 5, 2018

VERIFIED BY: Brandon Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 9/6/18

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2105256	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 2, 2018

Sworn to and subscribed before me this day of, September 04, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 22-40 & 22-143 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3) (a) of Florida State Statutes, will on Monday, September 17th, 2018 and Monday, October 1st, 2018 hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

Said ordinances entitled:

1. ORDINANCE NO. 18-033 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF RALLS DRIVE AND SELVITZ ROAD AND KNOWN AS CARRIAGE POINTE; AMENDING AND RESTATING THE DEVELOPMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. ORDINANCE NO. 18-034 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PLANNED DEVELOPMENT PLAN FOR LOTS 319 THROUGH 610 FOR THE SUBDIVISION KNOWN AS CELEBRATION POINTE GENERALLY LOCATED AT 5501 PETERSON ROAD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Applications for Major Amendment to a Planned Development. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 9/02/2018
TCN 2105256

City Commission Regular Meeting **12.i.**

Meeting Date: 10/01/2018

Re: Legislative Hearing - Ordinance 18-035 Amendments

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 18-035 - Amending Chapter 5, Article II of the Code of Ordinances Entitled "Contractors" - FIRST READING

SUMMARY:

Presented to the Commission for consideration is Ordinance 18-035, amending several Sections of Chapter 5, Article II "Contractors" to provide clarification with regard to and including: Board of Examiner of Contractors members; applicants for a Certificate of Competency; contractor registration, regulations and requirements; and to change the venue of citation administrative hearings to the Special Magistrate.

RECOMMENDATION:

Adopt Ordinance 18-035

ALTERNATIVES:

Do not adopt the Ordinance as presented.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official

COORDINATED WITH:

Shaun Coss, CFM, Building Department Coordinator

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

18-035 Ordinance Amendments

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	09/19/2018 08:37 AM
City Manager	Nick Mimms	09/24/2018 08:40 AM
Form Started By: Karen Murphy		Started On: 09/11/2018 01:02 PM

Final Approval Date: 09/24/2018

reORDINANCE NO. 18-035

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 5, ARTICLE II** OF THE CODE OF ORDINANCES ENTITLED **"CONTRACTORS";** AMENDING SECTION 5-19, TO PROVIDE ADDITIONAL RULES FOR BOARD OF EXAMINERS OF CONTRACTORS MEMBERS; AMENDING SECTION 5-20, PROVIDING BOARD SECRETARY DUTIES; AMENDING SECTION 5-21, TO PROVIDE CONDUCT OF BOARD MEMBER REQUIREMENTS; AMENDING SECTION 5-31, PROVIDING CONTRACTOR REGISTRATION REGULATIONS; AMENDING SECTION 5-33, TO CLARIFY CREDIT REQUIREMENTS FOR CERTIFICATE OF COMPETENCY APPLICANTS; AMENDING SECTION 5-36, TO PROVIDE FOR ADDITIONAL FEES; AMENDING SECTION 5-48, TO UPDATE RECIPROCITY PROCEDURES; AMENDING SECTION 5-49, TO CLARIFY THE EFFECT OF CERTIFICATE OF COMPETENCY ISSUANCE; AMENDING SECTION 5-51, MODIFYING CONTRACTOR DISCIPLINARY PROCEDURES; AMENDING SECTION 5-53, TO CHANGE THE VENUE OF CITATION ADMINISTRATIVE HEARINGS TO THE SPECIAL MAGISTRATE; AMENDING SECTION 5-55, TO CLARIFY EMERGENCY LICENSING PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida State Statute §489 provides, in part, municipal requirements for the review and issuance of certificates of competency; the regulation of state licensed contractors; and, enforcement of unlicensed contractors; and

WHEREAS, Florida State Statutes §286 and §289 provide, in part, municipal requirements for compliance with Florida's open meetings laws and sunshine law; and

WHEREAS, Chapter 5, Article II, of the Code of Ordinances, provides for the regulation of contractors; which shall be amended from time to time to ensure compliance with State Statutes and to provide exceptional service to the public.

NOW, THEREFORE, BE IT ORDAINED by City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 5, Article II, Division 1, Sec 5-19, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-19. - Board of examiners of contractors—members; officers generally; meetings; rules.

(a) There shall be appointed by a majority vote of the city commission a board of examiners of contractors, consisting of nine (9) members who have been residents of the county for at least two (2) years prior to the date of their appointment. The term of office of each member of the board shall be for four (4) years, but the city commission may remove any member of the board without cause, notice or hearing. <u>After having served four (4) consecutive terms, a member shall not be eligible for reappointment to the board for a period of two (2) years.</u> Members appointed to fill vacancies caused by death, resignation or removal shall serve during the unexpired terms of their predecessors. The board shall consist of three (3) consumer representatives, and six (6) members licensed in the State of Florida from any of the following fields: architect;

engineer; swimming pool, roofing, or other specialty contractor; general, residential, or building contractor; electrical contractor; plumbing contractor; or mechanical or air-conditioning contractor. The consumer representatives may be any resident of the city who is not, and has never been, a member or practitioner of a profession regulated by the board or a member of any closely related profession.

(b) The board shall elect a chairman and such other officers as may be necessary from among its members.

(c) The board shall hold not less than four (4) regular meetings each fiscal year, one in July, one in October, one in January and one in April. The meetings shall be called by the chairman of the board and in his absence by the vice-chairman of the board. Absence from two (2) consecutive meetings of the board shall vacate the seat of that member, unless such absence is excused by the board.

(d) The board shall have the ~~right, power and~~ authority to make such by-laws, and procedural rules ~~and regulations governing its body~~ necessary to the orderly conduct of its meetings. Any such rule must be consistent with the Charter and ordinances of the city, and both state and federal law. ~~as it may deem necessary; provided, that the same do not conflict with the charter and ordinances of the city or the constitution and laws of the United States and of the state.~~

(e) Six (6) members of the board shall constitute a quorum and a majority vote of those present shall be required to make any decisions.

SECTION 2. Chapter 5, Article II, Division 1, Sec 5-20, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-20. - Same—Secretary; duties; authority.

The director of building and community response, or his designee, shall ~~be~~ serve as the secretary of the board. The secretary shall keep a record of all the proceedings of the board, together with the necessary register showing all applicants for examination and licenses, showing thereon for each the date of application, name, qualifications, place of business and place of residence and whether the application was granted or refused. Such secretary shall prepare a roster of all contractors who have been granted a certificate as required in this article, in accordance with the provisions hereof.

SECTION 3. Chapter 5, Article II, Division 1, Sec 5-21, of the Code of Ordinances, is hereby amended to read as follows:

Secs. 5-21- ~~—5-30. - Reserved.~~ Conduct of Board Members.

(a) Any board member found guilty or responsible for committing a violation related to the construction industry by any city, county or state shall submit the order determining such violation or guilt to the City Clerk within seven (7) days of the date of the order.

(b) Any applicant seeking board appointment previously found guilty or responsible for committing a violation related to the construction industry by any city, county or state shall submit the order determining such violation or guilt to the City Clerk therein with their application for appointment.

SECTION 4. Chapter 5, Article II, Division 2, Sec 5-31, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-31. - Purpose and intent.

The purpose of this division is to provide a practical and adequate control of all contractors in the construction trades in the city by ~~requiring~~ regulating annual registration and competency cards, assurance of their proper coverage of required insurance and to insure the highest standard of building within the city. It is the intent of the city commission to protect the health, safety, and welfare of the residents of the city through the regulation of the construction and home improvement industries.

SECTION 5. Chapter 5, Article II, Division 2, Sec 5-33, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-33. - Investigation of applicants.

The board of examiners of contractors shall not issue a certificate of competency unless, by a majority vote of the board members present, the board finds:

(1) That the applicant, or if applicant is a business organization then the qualified representative, has made a score of seventy (70) per cent or higher on the contractor competency examinations or general specialty examinations and has the necessary experience for the type of certificate applied for.

(2) That the credit report and financial statement of the applicant, or if applicant is a business organization, then the credit report of the business organization, shows that the applicant is financially able to engage in the contracting business for which a license is required so that the public will be protected. If the credit report of the business organization does not, in the opinion of the board, establish that the applicant is financially able to engage in the contracting business for which a license is required so that the public will be protected, the board shall request and review individual credit reports for each officer of the corporation.

(3) That the applicant and each officer of the business organization possesses a reputation of honesty, integrity and good character and has not been convicted of a misdemeanor involving moral turpitude or a felony in the past five (5) years. This shall be determined by the board from the information contained in the letters of recommendation submitted by the applicant and any other statements submitted to or obtained by the board of examiners of contractors or its investigators. The lack of honesty, integrity or good character may be established by competent evidence that:

a. Applicant has committed an act within the last three (3) years which, if committed or done by a licensed contractor, would be grounds for suspension or revocation of the contractor's license.

b. Applicant has committed an act within the past three (3) years involving dishonesty, fraud, deceit or lack of integrity whereby the applicant has been benefited or whereby some injury has been sustained by another.

c. Applicant has in the past five (5) years refused to pay just bills of at least five (5) different persons or has been adjudged bankrupt.

d. Applicant has been convicted of a misdemeanor involving moral turpitude or felony during the past five (5) years.

SECTION 6. Chapter 5, Article II, Division 2, Sec 5-36, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-36. - Fees.

(a) Contractors shall pay the following fees for a certificate of competency:

(1) Application for a certificate of competency: Non-refundable fee, one hundred twenty five dollars ($125.00).

(2) Initial issuance of a certificate of competency for contractors other than those with current certification issued by the state construction industry licensing board: Fee, fifty dollars ($50.00). Charged in addition to the fee of a temporary certificate of competency, if applicable.

(3) A certificate may be renewed upon payment of an annual renewal: Fee, seventy-five dollars ($75.00), on or before September 30 (hereinafter referred to as the "renewal due date"). All certificates not renewed on or before the renewal due date shall be considered delinquent and subject to a delinquency penalty as follows: twenty-five (25) per cent of the annual renewal fee if paid within three (3) months of the renewal due date; fifty (50) per cent of the annual renewal fee if paid within four (4) to six (6) months of the renewal due date; seventy-five (75) per cent of the annual renewal fee if paid within seven (7) to nine (9) months of the renewal due date; and double the annual renewal fee if paid within ten (10) to twelve (12) months of the renewal due date.

(4) Replacement competency card: Fee, twenty dollars ($20.00).

(b) Contractors having a current valid certificate of competency shall pay the following fees for a change to the status of the certificate:

(1) Placement of certificate of competency into inactive status: Fee, twenty-five dollars ($25.00).

(2) Return inactive status of a certificate of competency to active status: Fee, fifty dollars ($50.00).

(3) Change from business entity to another business entity: Fee, sixty dollars ($60.00).

(4) Amend filed business organization name to another: Fee, fifty dollars ($50.00).

(5) Change from an individual to a qualifying business: Fee, seventy-five dollars ($75.00).

(6) Change from a qualifying business to an individual: Fee, seventy-five dollars ($75.00).

(7) Business name change: Fee, one hundred dollars ($100.00).

(8) Qualify an additional business entity: Fee, one hundred dollars ($100.00).

(c) Miscellaneous fees:

(1) Service user fee: Fee, twenty-five dollars ($25.00).

(2) Letters of reciprocity: Fee, thirty-five dollars ($35.00).

(3) Temporary certificate of competency pursuant to Sec. 5-48(b): Fee, fifty dollars ($50.00).

(3) Emergency certificate of competency pursuant to Sec. 5-55: Fee, two hundred fifty dollars ($250.00).

(4) Sponsorship fee per exam: Fee, one hundred fifty dollars ($150.00).

(d) All fees are non-refundable.

SECTION 7. Chapter 5, Article II, Division 3, Sec 5-48, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-48. - Reciprocity.

(a) The board may, by reciprocity, grant a certificate of competency to any applicant who has obtained a certificate of competency in any other county or municipality of the state having code licensing requirements and conducting examinations which are, in the reasonable opinion of the board, substantially similar to those of the city, upon payment of the application fee for the applicant's classification as herein set out and furnishing all information to the board in writing as required by section 5-32, and providing proof that the applicant has met all other criteria pursuant to this chapter.

(b) Notwithstanding section 5-48(a), the director of building and community response, or his designee, is authorized, by such reciprocity, at his reasonable discretion, to grant a temporary certificate of competency to an applicant who has obtained a certificate of competency in any other county or municipality of the state having code licensing

requirements and conducting examinations which are, in the reasonable opinion of the director of building and community response, or his designee, substantially similar to those of the city, upon payment of the application fee for the applicant's classification as herein set out, furnishing all information in writing as required by section 5-32, and providing proof that the applicant has met all other criteria pursuant to this chapter. The temporary competency cards issued by the director of building and community response pursuant to this procedure shall be valid until the next board meeting at which action is taken by the board to approve or disapprove the application for certificate of competency. Following the approval or disapproval for certificate of competency by the board, the temporary certificate of competency shall be nullified.

(c) The burden of showing the substantial similarity of the code licensing requirements, demonstrating compliance with the requirements of section 5-32, and proving that the applicant has met all other criteria pursuant to this chapter shall be on the applicant.

(d) A certificate issued through reciprocity shall be subject to each of the other provisions of this article.

SECTION 8. Chapter 5, Article II, Division 3, Sec 5-49, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-49. - Effect of issuance.

The issuance of a ~~license~~ certificate of competency under this article shall be evidence that the licensee is entitled to all the rights and privileges of a contractor in the division for which the ~~license~~ certificate of competency is issued and while the ~~license~~ certificate of competency remains unrevoked or unexpired.

SECTION 9. Chapter 5, Article II, Division 3, Sec 5-51, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-51. - Disciplinary procedures.

(a) Any person including, but not limited to the director of building and community response of the city, may prefer charges against the holder of a contractor's certificate of competency issued pursuant to the provisions of this subchapter or a contractor certified by the state. Such charges shall be made in writing and sworn to by the complainant or complaining witness and submitted to the building official. ~~of the city who shall immediately notify the chairman of the receipt thereof.~~ The building official shall mail a copy of such charges to the respondent within fifteen (15) days from the receipt thereof.

~~(b) The director of building and community response and the chairman of the board shall review the complaint for probable cause. If no probable cause is found, the complaint shall be denied and not referred to the board. A copy of the complaint and the findings of the director of building and community response and the chairman shall be placed in the respondent's file. The complainant or complaining witness shall have no right of appeal. Where a probable cause is found, the complaint shall be referred to the board for a hearing on the complaint.~~

(c) The complaint shall be referred to the board for a hearing on the complaint. proceedings of the board may be informal in nature and the board shall not be bound by the rules of evidence. The board shall be entitled to rely on such evidence as is regularly relied upon in the ordinary course of the conduct of business.

(d) The proceedings shall not be delayed, deferred or suspended without the approval of the board even though the respondent is made a party of civil litigation, or is a defendant or is acquitted in a criminal action, notwithstanding that either of such proceedings involves the subject matter of the investigation.

(e) At the hearing the respondent and complainant shall be allowed to testify and to produce evidence and other witnesses in his behalf. The respondent and complainant may be accompanied by counsel. The respondent and complainant shall be given an opportunity to make a statement personally or by counsel, verbally or in writing, sworn

or unsworn, explaining, refuting or admitting the alleged charges. The respondent and complainant shall be granted the right to be present at any hearing when evidence is to be presented to the board of examiners of contractors and to call witnesses or present evidence and to cross-examine, subject to reasonable limitation.

(f) If the respondent admits to the alleged charges the board may immediately make a finding of violation without further testimony. If the respondent fails to appear, the board may make its determination based upon the sworn complaint.

(g) ~~The complainant or complaining witness is not a party to the disciplinary proceeding. Unless found to be impractical by the chairman of the board due to unreasonable delay or other good cause, the complainant or complaining witness shall be granted the right to be present at any board hearing when evidence is to be presented, subject to reasonable limitations. The complainant or complaining witness shall have no right of appeal from the decision of the board.~~

~~(h)~~ (g) Upon conclusion of the formal hearing, the board shall make a determination. If the respondent is found to be guilty of misconduct by the board, the board shall thereupon enter its findings, an order of guilt and determine the proper disciplinary action to be imposed upon the respondent.

~~(i)~~ (h) If a complaint is brought against a respondent whose competency card is in a state of expiration, or expires prior to the hearing, the proceedings on the complaint shall be stayed. Provided, however, that the competency card may not be renewed, re-issued or activated until the board has disposed of the complaint.

~~(j)~~ (i) *Quorum/vote.* No fewer than six (6) members shall constitute a quorum. All findings of guilt and recommendations of discipline shall be by affirmative vote of a majority of the committee members present, which majority must number at least four (4) members.

~~(k)~~ (j) Appeal. Any decision of the board imposing disciplinary action on a respondent may be appealed by the respondent to the city commission within fifteen (15) days of the date of the board's decision; provided, however, a written notice of such appeal shall be filed with the city clerk within such a period of time. The city clerk shall notify all interested parties of the date fixed for hearing the appeal, which date shall be not less than thirty (30) days after the date of the filing of the notice of appeal. The hearing on appeal shall be, to the extent possible, upon the record and shall not be a hearing de novo. The city commission shall review the transcript of the hearing before the contractors examining board together with any tangible evidence considered by the board that determined its decision. The city commission may also entertain any additional testimony or evidence offered by the respondent or other interested party that was not brought out at the board hearing.

~~(l)~~ (k) Stay on appeal. Any decision of the board imposing disciplinary action upon a respondent, other than revocation, which has been appealed by the respondent shall be automatically stayed upon receipt of the written notice of appeal by the city clerk.

SECTION 10. Chapter 5, Article II, Division 3, Sec 5-53, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-53. - Prohibitions; penalties and enforcement.

(a) It shall be unlawful for any person to:

(1) Falsely hold himself or a business organization out as a licensee, certificate holder, registrant or holder of a certificate of competency issued by the board;

(2) Falsely impersonate a certificate holder or registrant or the holder of a certificate of competency issued by the board;

(3) Present as his own the certificate, registration, or certificate of competency of another;

(4) Knowingly give false or forged evidence to the board or member thereof for the purpose of obtaining a certificate of competency;

(5) Use or attempt to use a certificate, registration or certificate of competency which has been suspended or revoked;

(6) Engage in the business or act in the capacity of a contractor or advertise himself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered, certified or the holder of a certificate of competency;

(7) Operate a business organization engaged in contracting after sixty (60) days following the termination of its only qualifying agent without designating another primary qualifying agent;

(8) Commence or perform work for which a building permit is required pursuant to this chapter without such building permits being in effect;

(9) Willfully or deliberately disregard or violate any city or county ordinance relating to uncertified or unregistered contractor;

(10) Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform; or

(11) Fail to secure required inspections.

(12) Willfully and deliberately obtain or attempt to obtain a permit for an entity unregistered or unlicensed.

(b) The director of building and community response, the building official, the deputy building official, building inspectors, and licensing investigators of the city are hereby designated, authorized and charged with enforcement responsibilities to enforce the provisions of F.S. §§ 489.127(1) and 489.132(1) and Chapter 5, Article II, of this Code, against persons who engage in activities for which a city certificate of competency is required.

(1) The enforcement authorities designated herein may issue a citation, as provided herein, for any violation of F.S. §§ 489.127(1) and 489.132(1) and Chapter 5, Article II, of this Code, whenever, based upon personal investigation, the enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.

(2) The citation issued by an enforcement officer pursuant to this section shall be in the form prescribed by the city commission, which form shall state:

a. The time and date of issuance.

b. The name and address of the person to whom the citation is issued.

c. The time and date of the violation.

d. A brief description of the violation and the facts constituting reasonable cause.

e. The name of the enforcement officer.

f. The procedure for the person to follow in order to pay a civil penalty or to contest the citation.

g. The applicable civil penalty if the person elects not to contest the citation.

(c) The maximum civil penalty which may be levied pursuant to any citation shall not exceed two thousand five hundred dollars ($2,500.00). The monies collected pursuant to this section shall be retained by the city and shall be set aside in a specific fund to support future enforcement activities against unlicensed contractors.

(d) (1) The act for which a citation is issued shall be ceased upon the receipt of the citation.

(2) The person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within ten (10) days of receipt of the citation, exclusive of weekends and legal holidays, request in writing an administrative hearing before the board of examiners of contractors Special Magistrate to appeal the issuance of the citation by the

enforcement officer and specify in such written request the grounds for such appeal.

(3) Failure of the violator to appeal the decision of the enforcement officer within the time period set forth herein shall constitute a waiver of the violator's right of an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation and penalties may be imposed accordingly.

(4) If the person issued the citation or his designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the board of examiners of contractors Special Magistrate, the board Special Magistrate may dismiss the citation unless the violation is irreparable or irreversible.

(5) Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section.

(6) If the board of examiners of contractors Special Magistrate finds that a violation exists the board Special Magistrate may order the violator to pay a civil penalty of not less than the amount set forth on the citation but not more than two thousand five hundred dollars ($2,500.00) per day for each violation. In determining the amount of the penalty the contractor's examining board Special Magistrate shall consider the following factors.

a. The gravity of the violation.

b. Any action taken by the violator to correct the violation.

c. Any previous violations created by the violator.

(7) Upon written notification by the enforcement officer that a violator has not contested the citation or paid the civil penalty within the time frame allowed on the citation the ~~board of examiners of contractors~~ Special Magistrate shall enter an order ordering the violator to pay the civil penalty set forth on the citation and a hearing shall not be necessary for the issuance of such order.

(8) A certified copy of an order imposing a civil penalty against an unlicensed contractor may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months from the filing of any such lien which remains unpaid, the ~~board of examiners of contractors~~ Special Magistrate may authorize the foreclosure on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution.

(9) An aggrieved party, including the city, may appeal a final administrative order of the ~~board of examiners of contractors~~ Special Magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the contractor's examining board. An appeal shall be filed within thirty (30) days of the execution of the order appealed.

(10) All notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested; by hand-delivery by the sheriff or other law enforcement officer or enforcement officer; by leaving the notice at the violator's usual place of residence with some person of his family above fifteen (15) years of age and informing such person of the contents of the notice; or by including a hearing date within the citation. Notice of the Special Magistrate hearing shall be provided by U.S. and Certified Mail.

(11) Any person who willfully refuses to sign and accept a citation issued by an enforcement officer commits a misdemeanor of the second degree punishable as provided by F.S. §§ 775.082 or 775.083.

(e) Nothing contained herein shall prohibit the city from enforcing its codes or ordinances by any other means.

(f) (1) The schedule of penalties to be assessed by the enforcement officer when issuing a citation shall be as follows:

Number of Violations	Licensed Contractor Penalty	Unlicensed Contractor Penalty
First offense	$500.00	$500.00
Second offense	$1,000.00	$1,250.00
Third and subsequent offenses	$1,500.00	$2,500.00

SECTION 11. Chapter 5, Article II, Division 3, Sec 5-55, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-55. - Emergency licensing procedures

(a) The purpose of this section is to define procedures for the licensing of contractors entering the city to perform construction as defined in F.S. ch. 489, during and immediately following a declared state of emergency as a result of severe damage to the structures in the community resulting from a hurricane or catastrophic storm.

(b) Upon the declaration of a state of emergency by the governor of the state or the mayor, the director of building and community response shall conduct a damage assessment to determine the need for the initiation for emergency licensing procedures which would allow contractors to temporarily work within the city to rebuild, repair or assist in the rebuilding and repairing of the damage caused by the event.

(c) If deemed necessary due to the extent of damage caused by the event, the director of building and community response ~~shall consult with the chairman of the city contractor's examining and licensing board, and with his concurrence,~~ may temporarily suspend existing requirements for obtaining a local contractor's license and institute the following procedures:

(1) The director of building and community response shall honor, upon display, all current state certified contractor competency cards.

(2) The director of building and community response shall be authorized to cause to be issued ~~temporary~~ emergency city competency cards to all existing St. Lucie County and City of ~~Fort Pierce~~ Port St. Lucie licensed contractors.

(3) The director of building and community response, or his designee, shall be authorized to issue ~~temporary~~ emergency city competency cards to contractors or subcontractors from other jurisdictions, inside the state, whose licensing requirements are substantially comparable to the licensing requirements of the city. The burden of proving the similarity of the licensing requirements shall be on the contractor applying for a temporary competency card.

(4) ~~Temporary~~ emergency competency cards issued by the director of building and community response pursuant to this procedure shall be valid for a period of one hundred twenty (120) days unless earlier revoked by the building official.

(5) During the period of one hundred twenty (120) days during which a ~~temporary~~ emergency competency card is valid, the contractor or subcontractor shall provide the director of building and community response with the necessary background checks and licensing information for presentation to the contractor's licensing board.

(6) The ~~issue~~ issuance of any ~~temporary~~ emergency competency card and any subsequent regular competency card shall be contingent upon the payment of the appropriate application fees in effect at the date of application.

(7) The director of building and community response is authorized, at his discretion, to extend a ~~temporary~~ emergency competency card for one additional one-hundred-twenty-day period.

(d) The director of building and community response may refuse to issue a ~~temporary~~ emergency competency card or may revoke a ~~temporary~~ emergency competency card for any of the following actions on the part of a contractor:

(1) Working without benefit of a competency card.

(2) Contracting without building permits.

(3) Failing to call for proper inspections in a timely manner.

(4) Violation of any city codes.

SECTION 12. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 13. 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 14. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Ben Bryan, Jr.
Interim City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-035 was duly advertised by title only in the St. Lucie News Tribune on September 21, 2018; 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 October 1, 2018; and was duly introduced, read by title only, and passed on second and final reading on Monday, October 15, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 15h day of October, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2109560	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
September 21, 2018

Sworn to and subscribed before me this day of, September 21, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, October 1, 2018 and Monday, October 15, 2018 on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 18-035 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5, ARTICLE II OF THE CODE OF ORDINANCES ENTITLED "CONTRACTORS"; AMENDING SECTION 5-19, TO PROVIDE ADDITIONAL RULES FOR BOARD OF EXAMINERS OF CONTRACTORS MEMBERS; AMENDING SECTION 5-20, PROVIDING BOARD SECRETARY DUTIES; AMENDING SECTION 5-21, TO PROVIDE CONDUCT OF BOARD MEMBER REQUIREMENTS; AMENDING SECTION 5-31, PROVIDING CONTRACTOR REGISTRATION REGULATIONS; AMENDING SECTION 5-33, TO CLARIFY CREDIT REQUIREMENTS FOR CERTIFICATE OF COMPETENCY APPLICANTS; AMENDING SECTION 5-36, TO PROVIDE FOR ADDITIONAL FEES; AMENDING SECTION 5-48, TO UPDATE RECIPROCITY PROCEDURES; AMENDING SECTION 5-49, TO CLARIFY THE EFFECT OF CERTIFICATE OF COMPETENCY ISSUANCE; AMENDING SECTION 5-51, MODIFYING CONTRACTOR DISCIPLINARY PROCEDURES; AMENDING SECTION 5-53, TO CHANGE THE VENUE OF CITATION ADMINISTRATIVE HEARINGS TO THE SPECIAL MAGISTRATE; AMENDING SECTION 5-55, TO CLARIFY EMERGENCY LICENSING PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendment of the Code of Ordinances. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 9/21/2018
TCN 2109560

City Commission Regular Meeting **13.a.**

Meeting Date: 10/01/2018

Re: Approval of Resolution 18-R45 - Arts and Culture Advisory Board Appointments

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Resolution 18-R45 appointing Mary Myers and Holly Theuns to the Arts and Culture Advisory Board.

SUMMARY:

The City Commission appointed 5 Arts and Culture Advisory Board members 5/28/18 via Resolution 18-R25. These 5 members are nominating 2 additional Board members to be approved by Commission per guidelines detailed in Resolution 18-R22 (attached).

RECOMMENDATION:

Approve Resolution 18-R45, appointing Mary Myers and Holly Theuns to the Arts and Culture Advisory Board.

ALTERNATIVES:

Do not approve Resolution 18-R45, appointing Mary Myers and Holly Theuns to the Arts and Culture Advisory Board.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	0

OTHER INFORMATION:

There will be no fiscal impact from this Commission decision.

Attachments

Resolution 18-R22

Theuns-Arts & Culture App

Myers - Arts & Culture App

18-R45- Myers and Theuns

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/20/2018 03:43 PM
City Manager	Nick Mimms	09/25/2018 05:13 PM
Form Started By: Libby Woodruff		Started On: 09/19/2018 11:05 AM
Final Approval Date: 09/25/2018		

RESOLUTION NO. 17-R22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE **ARTS AND CULTURE ADVISORY BOARD**, SPECIFYING THE PURPOSES OF THE ADVISORY BOARD, COMPOSITION OF THE ADVISORY BOARD, TERMS OF APPOINTMENTS AND DUTIES OF THE ADVISORY BOARD, AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, arts and culture distinguish and inspire, fostering creativity, goodness, beauty and economic development, as they help express values, build bridges between cultures, and bring people together, regardless of ethnicity, age, social status or income; and

WHEREAS, the Fort Pierce Code of Ordinances, Article XXII, Chapter 2, set forth guidelines for its Art in Public Places Program (AIPP); and

WHEREAS, the City Commission has approved the 'Promotion of Local Art and Cultural Heritage' as a fundable activity for the Community Development Block Grant program; and

WHEREAS, the creation and implementation of a 10-Year Arts and Culture Strategic Plan will play a significant role in creating and sustaining a flourishing arts and cultural heritage tourism industry for the City of Fort Pierce, and;

WHEREAS, The City Commission desires and values public input that will be achieved through public presentations and meetings of an Arts and Culture Advisory Board during the creation and implementation of the 10-Year Arts and Culture Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce Florida:

Section 1. Advisory Board Creation; Purposes of the Board.

There is hereby created an Advisory Board to be known as the Arts and Culture Advisory Board. The purposes of the Advisory Board include, but are not limited to, the following:

1. Conduct public meetings, presentations, etc., to survey and assess the community's needs, resources and support for artists and arts initiatives then generate a 10-Year Arts and Culture Strategic Plan for review and approval by the City Commission;

2. Make written recommendations to City Commission and staff on selection and approval of sites and works for specific public art projects, landscape treatments, architectural enhancements, and artwork(s) to be commissioned or purchased by the City in accordance with Art in Public Places (AIPP) guidelines;

3. Act in an advisory capacity in matters pertaining to arts and cultural heritage programs, projects, and activities and events for the City, in accordance with the Arts and Culture Strategic Plan and AIPP guidelines;

4. Collaborate with local artists, arts organizations, businesses, schools, staff and citizens to accomplish the projects, activities, goals and objectives detailed in the Strategic Plan and encourage and facilitate opportunities for residents and tourists to participate in these projects and activities;

5. Assist in fostering a strong and vibrant cultural environment that supports a diverse program of the performing and creative arts for both residents and visitors;

6. Serve as cultural liaison for the City between the interests of the creative community, business community, tourist industry and the community-at-large;

7. Promote greater public participation in and access to arts and cultural heritage programming within the City;

8. Coordinate activities and pursue relationships with public and private arts, historic and cultural organizations or agencies, educational entities, tourism providers and any other organizations/entities in the promotion of arts and culture in Fort Pierce and/or the enhancement of the quality of life in Fort Pierce through arts and cultural programming, projects and activities;

9. Stimulate greater public awareness and appreciation of the importance of the arts in creating and sustaining a vibrant community and heighten awareness of the City of Fort Pierce as an artist refuge and an oasis for creativity, peace, tranquility, and serenity; and

10. Provide quality, timely, up-to-date information to those seeking arts and cultural heritage information on Fort Pierce by telephone, internet and mail or in person and collect tourism data to assist with market analysis and research.

Section 2. Composition of the Board.

1. The Arts and Culture Advisory Board shall consist of seven (7) members. One appointment will be made by each Commissioner and two (2) by the Board. All members will be approved by the City Commission.

2. An architect or design professional, if under contract with the City of Fort Pierce for a specific City project, may advise the Board during the selection process as it relates to the project, but shall not be a voting member of the Board.

3. Except as otherwise limited by this resolution, the Arts and Culture Master Plan, Art in Public Places (AIPP) rules and regulations, or other law, rule, regulation or ordinance, the Board may adopt written policies and procedures to assist it in the performance of its duties, which shall be effective upon approval by the City Commission.

Section 3. Residency Requirement.

All Members of the Arts and Culture Advisory Board shall have their primary place of residence within the boundaries of the City of Fort Pierce.

Section 4. Staff Assistance.

The Manager of the Department of Finance-Grants Administration Division and Department staff will serve the Advisory Board by providing advice, information or assistance within the purview of their respective positions.

Section 6. Vacancies.

Vacancies on the Advisory Board shall be filled by the City Commission in its normal manner of filling vacancies on advisory boards. The City Commission, at its sole discretion, may require written applications for appointment to the Advisory Board.

Section 7. Terms of Appointment.

Advisory Board members shall be appointed for a two-year term, with an option to renew the appointment, per City Commission approval, for an additional term of two years. Appointments to fill vacancies due to resignation or other unexpected events shall be limited to the unexpired term of such vacancy. No individual shall be appointed for more than two terms, excluding however, any partial term for the filling of a vacancy as referenced above. Members may continue to serve on the Advisory Board until a replacement has been appointed. After having served two consecutive terms, any appointee may reapply for reappointment to the Advisory Board after an absence from the Advisory Board for at least one year.

Section 8. Initial Appointment of Officers. Election of Officers.

The Advisory Board shall elect from within the Chairman, Vice-Chairman and Secretary who shall serve for a one-year term and may not serve consecutive terms in the same position. The Chairman shall be responsible for monitoring activities of the Advisory Board and shall report on activities of the Board. The Vice Chairman shall perform the Duties of Chair in the absence of the Chairman. The Secretary shall perform the clerical duties of the board, take notes, prepare minutes of meetings, and prepare correspondence as required by the Board.

Section 9. Attendance.

An Advisory Board member shall be automatically removed from service at such time as the member's absences exceed twenty-five percent (25%) of all scheduled Advisory Board meetings, including workshop meetings, in a given six-month period, unless the Advisory Board, by majority vote, plus one (1), waives an absence by finding that unusual circumstances exist which warrant a waiver. An Advisory Board member shall be considered not to have attended a meeting for which the member was not present for at least seventy-five percent (75%) of the meeting. At that time, the City Clerk shall give notice to the Advisory Board member that automatic removal will occur at such time as absences exceed twenty-five percent (25%) of all scheduled meetings in a six-month period.

Section 10. Orientation of Board Members.

When a prospect accepts the initial appointment to the Advisory Board, the new member shall attend an orientation session. The orientation session shall be conducted by the Grants Administration Division staff and shall include, but not be limited to, the following topics:

1. History and organization of the City;

2. Duties and responsibilities of Advisory Board members; and

3. Requirements of the "Government in the Sunshine Law."

Section 11. Regular Meetings of the Advisory Board; Special Meetings.

1. The Advisory Board shall establish a regular meeting time and place.

2. Notice of regular meetings shall be posted in accordance with and shall comply with Florida law relating to open meetings under Section 286.011 Florida Statutes.

3. Special meetings of the Advisory Board may be called by the Chairman. Notice of special meetings shall be made by posting no later than 24 hours prior to the time specified for the meeting.

Section 12. Appointments to the Advisory Board are encouraged to make recommendations to Staff for new appointments to the Board.

Section 13. A majority of the Advisory Board members shall constitute a quorum. Robert Rules of Order shall govern parliamentary procedures of the Advisory Board.

Section 14. This resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 7th day of August, 2017.

Linda Hudson
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES MESSER, Esq.
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts & Culture Advisory

Name: Holly Theurs	Phone: 772-801-9509
Home Address: 419 N 2nd St City/Zip Code: Fort Pierce, FL 34950	How long at this address? 2yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Backus Museum front desk

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No
If yes, state the business and location:
A.E. Backus Museum, 500 N IRD, Fort Pierce, FL 34950

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No
Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other:
Describe your education, background, training and knowledge in the above area(s):
BA Fashion Design & Merchandising, American College of Luzern in London. 10 years as corporate meeting planner. 7 years as Executive Director Art Murda.

Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No
If yes, please specify: Historic Preservation
Examiners of Contractors (Lay person)

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: hollytheurs@gmail.com

Date: 11/22/17 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: ARTS & CULTURE ADVISORY

Name: Mary B. Myers	Phone: 910-624-5755
Home Address: 1116 Rosedale Ave. City/Zip Code: Ft. Pierce 34982	How long at this address? 5 yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: ARTIST / School Teacher	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: St. Lucie County Public Schools	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Bachelor of Science in ART - University of North Carolina Master of Science in LAW - Woodbery College, Vermont	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: uzichick@aol.com
Date: 4-6-18	Applicant's Signature Mary B. Myers

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

RESOLUTION NO. 18-R45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Arts and Culture Advisory Board which was established via Resolution No. 17-R22; said terms to commence upon adoption of this resolution and to expire September 30, 2020, or when a successor has been duly appointed. :

Name	Appointed by:
Mary Myers	Board Appointee
Holly Theuns	Board Appointee

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of October, 2018.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
BEN BRYAN, JR., INTERIM CITY ATTORNEY

City Commission Regular Meeting **13.b.**

Meeting Date: 10/01/2018

Re: Resolution RE Amendment 1

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 18-R46 concerning Amendment 1 and the impacts on the City of Fort Pierce.

SUMMARY:

Amendment 1 is a proposed constitutional amendment that would create additional inequities in Florida's tax system by granting certain tax breaks to some taxpayers at the expense of other taxpayers.

RECOMMENDATION:

Proceed as directed by Commission

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Linda Hudson, Mayor

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

18-R46

Amendment 1 Summary and Language

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/26/2018 04:23 PM

Form Started By: Linda Cox Started On: 09/19/2018 01:52 PM

Final Approval Date: 09/26/2018

RESOLUTION NO. 18-R46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CONCERNING AMENDMENT 1** TO THE FLORIDA CONSTITUTION, WHICH, IF ADOPTED, WOULD CREATE ADDITIONAL INEQUITIES IN FLORIDA'S TAX SYSTEM BY GRANTING CERTAIN TAX BREAKS TO SOME TAXPAYERS AT THE EXPENSE OF OTHER TAXPAYERS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a proposed constitutional amendment sponsored by the Florida Legislature will be placed on the 2018 general election ballot as "Amendment 1"; and

WHEREAS, this proposed constitutional change exempts the assessed valuation of homestead property greater than $100,000 and up to $125,000 for all levies other than school district levies; and

WHEREAS, Amendment 1 is expected to cost $644.7 million per year—resulting in either service reductions or tax hikes; and

WHEREAS, local communities may be forced to increase local property tax rates to offset revenue reductions; and

WHEREAS, changing local property taxes should be done locally, not through a constitutional amendment; and

WHEREAS, instead of fixing Florida's complicated tax system, Amendment 1 makes it more complicated and less fair; and

WHEREAS, Florida's tax system should work for all homeowners, not just a few; and

WHEREAS, most of Amendment 1's benefits go to only a handful of homeowners; and

WHEREAS, Amendment 1 exposes local businesses to a much higher tax burden; and

WHEREAS, this one-size-fits-all scheme is made to look like a tax cut but it is really a tax shift that will further disenchant millions of already-skeptical Florida voters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:

Section 1. That the City of Fort Pierce will evaluate the impact Amendment 1 may have on its property taxes.

Section 2. That the City of Fort Pierce urges its residents to carefully consider the potential adverse consequences of Amendment 1 before voting in the November 2018 general elections.

Section 3. That a copy of this resolution be provided to the Florida League of Cities, Inc. and other interested parties.

Section 5. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 1st day of October, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Ben Bryan, Jr., Esq.
Interim City Attorney

AMENDMENT 1 BALLOT SUMMARY AND LANGUAGE

This is the language that will be on the November ballot:

CONSTITUTIONAL AMENDMENT

ARTICLE VII, SECTION 6

ARTICLE XII, SECTION 37

INCREASED HOMESTEAD PROPERTY TAX EXEMPTION.—Proposing an amendment to the State Constitution to increase the homestead exemption by exempting the assessed valuation of homestead property greater than $100,000 and up to $125,000 for all levies other than school district levies. The amendment shall take effect January 1, 2019.

Click here to read the official summary from the Florida Department of State, Division of Elections.

Paid for by the Florida League of Cities, Inc.
301 South Bronough Street, Suite 300, Tallahassee, FL 32301

City Commission Regular Meeting **13.c.**

Meeting Date: 10/01/2018

Re: Food for Fines - Resolution

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Resolution 18-R47 establishing a Food for FInes Program for the City of Fort Pierce.

SUMMARY:

A resolution to establish a program called "Food for Fines" in which parking citations issued between the dates of October 21, 2018 and December 1, 2018 can be paid with non-perishable food items.

- Each qualifying food item will earn a $2.00 credit toward the amount owed on the citation up to $50.00.
- Only one citation per motorist is eligible and only for first time offenders.
- Damaged, expired or opened items will not be accepted.
- Handicapped parking violations are not included in this program.

RECOMMENDATION:

Approve the Resolution as submitted.

ALTERNATIVES:

Deny the Resolution in full.
Amend the Resolution.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Ben Bryan, Jr., Interim City Attorney

Fiscal Impact

OTHER INFORMATION:

Unknown

Attachments

18-R47

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	09/11/2018 09:53 AM
City Manager	Kaitlyn Ballard	09/26/2018 08:34 AM

City Manager	Nick Mimms	09/26/2018 04:23 PM

Form Started By: Peggy Arraiz
Started On: 09/11/2018 09:51 AM
Final Approval Date: 09/26/2018

RESOLUTION NO. 18-R47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA APPROVING A CITY OF FORT PIERCE PROGRAM TO BE KNOWN AS "FOOD FOR FINES"; ALLOWING FOR PAYMENT OF CERTAIN PARKING CITATIONS, OR PORTION THEREOF, TO BE PAID WITH DONATIONS OF CANNED FOOD OR NON-PERISHABLE FOOD ITEMS; AND PROVIDING FOR EFFECTIVE DATES.

WHEREAS, St. Lucie County has the largest number of food insecure individuals on the Treasure Coast; and

WHEREAS, for a limited period the City Commission of the City of Fort Pierce desires to allow motorists to pay their parking fines with donated canned goods or pre-packaged non-perishable food items; and

WHEREAS, the goal of the program is to raise awareness about and generate donations to feed the hungry during the holiday season; and

WHEREAS, the City Commission has determined that it would be beneficial to its citizens to implement this program; and

WHEREAS, the food will be delivered to the Code Enforcement offices at Fort Pierce City Hall, 100 North US Highway 1, Fort Pierce, FL 34950, during the hours of operation Monday thru Friday 8:00 am – 5:00 pm; excluding holidays; and

WHEREAS, the food items will be donated by the City of Fort Pierce to the Treasure Coast Food Bank, a non-profit, 501(C)(3) corporation, for distribution in the Fort Pierce area; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

a) Donated canned food items: $2.00 per approved food item at a maximum credit of $50.00 will be applied toward payment of a current parking citation issued between October 21, 2018 – December 1, 2018. Current parking citations are those issued on or between the afore set out dates and paid on or before 30 days from the date issued; and

b) Only one citation per motorist is eligible; and

c) Damaged, expired or opened items will not be accepted: and

d) This option shall be available only to “first offenders”; and

e) This option shall not be available for any handicapped parking violations.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of October, 2018.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Ben Bryan, Jr.
Interim City Attorney

City Commission Regular Meeting **13.d.**

Meeting Date: 10/01/2018

Re: Sessions Planning Board Appointee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 18-R48 appointing Jovona Parker to the Planning Board as Commissioner Sessions' appointee.

SUMMARY:

John L. George, Commissioner Sessions' appointee, resigned from the City Planning Board leaving a vacancy. Commissioner Sessions asked that Ms. Parker be his new appointee.

RECOMMENDATION:

Adopt Resolution 18-R48

ALTERNATIVES:

Seek other candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Reggie Sessions

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-R48

Parker Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/24/2018 08:38 AM

Form Started By: Linda Cox Started On: 09/19/2018 02:40 PM

Final Approval Date: 09/24/2018

RESOLUTION NO. 18-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed by the City Commission to serve as a member of the City Planning Board; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Jovona Parker - Commissioner Sessions Appointee

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of October, 2018.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
BEN BRYAN, JR., ESQ.
INTERIM CITY ATTORNEY

RECEIVED
SEP 19 2018
CITY CLERK'S OFFICE

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning Board

Name: Jolona Parker	Phone: 772-999-1453
Home Address: 5130 E Pertuhno Landings #205 City/Zip Code: Fort Pierce, FL 34947	How long at this address? 2 yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Lawyer

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No
If yes, state the business and location:
Florida Rural Legal Services Inc
121 N. 2nd Street, 4th FL Fort Pierce FL 34950

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☑ Yes ☐ No
Contracting: ☑ Yes ☐ No Land Development: ☑ Yes ☐ No Other:
Describe your education, background, training and knowledge in the above area(s):
Juris Doctorate, Current legal practice areas include contract law, individual rights, housing law public + private.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Reginald Sessions Applicant Email Address: Jolonaparker1aw@gmail.com

Date: 9/19/18 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13.e.**

Meeting Date: 10/01/2018

Re: PCAC Sessions Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 18-R49 appointing _____ to the Police Community Advisory Committee as Commissioner Sessions' representative.

SUMMARY:

The City Commission adopted Resolution 18-R42 appointing members to the Police Community Advisory Committee; it was subsequently determined that Mazella Smith, appointed by Commissioner Sessions, was ineligible to serve on the Committee because she is a former city employee which is prohibited under Section 5, subsection 3 of the organizing Resolution 18-R32.

RECOMMENDATION:

Adopt resoltuion 18-R49.

ALTERNATIVES:

Do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Reggie Sessions

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/24/2018 08:39 AM

Form Started By: Linda Cox Started On: 09/19/2018 02:50 PM

Final Approval Date: 09/24/2018