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

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 16, 2022 - 4:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Hazel Holyman with In the Image of Christ

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from May 02, 2022 Regular Meeting

6. **PROCLAMATIONS**

   a. Public Works Week Proclamation

   b. Proclamation for Trauma Informed Care Month

   c. Proclamation for Community Action Month

   d. Emancipation Day Proclamation

7. **LETTERS TO COMMISSION**

a. Email from Dolores Tindal commending the following Public Works employees for an extremely excellent job cleaning up the huge tree branch that broke off her very old oak tree and completely covered S. 23rd Street: Streets & Drainage Division - Ramon Perez, Jeff Pederson, Jerome Scott, Robert Hennis, and Tora Parker; Parks & Grounds Division - Paul Bertram; and Public Works Inspector Andy Avery.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. Retirement Board Presentation - Keith Stephens, Chairman

b. Parking Committee Recommendations.

11. **CONSENT AGENDA**

a. Approval of a Blanket Purchase Order for the Fort Pierce Police Department to purchase desktop computers, laptop computers, and ancillary equipment required to upgrade to the National Incident-Based Reporting System (NIBRS) system in an amount not to exceed $131,249.

b. Approval of a Partial Release of Unity of Title for 100 Misty Lane

c. Approval to enter into a two-year agreement with Flock Safety for 26 License Plate Readers in an amount not to exceed $146,100.00.

d. Approval of the Collective Bargaining Agreement between the City of Fort Pierce and the Coastal Florida Police Benevolent Association for the Sergeants' and Lieutenants' Unit for the period of October 1, 2021 through September 30, 2024.

e. Approval of the Collective Bargaining Agreement between the City of Fort Pierce and the Coastal Florida Police Benevolent Association for the Police Officers Unit for the period of October 1, 2021 through September 30, 2024.

f. Approval of Letter of Support for state funding of Project LIFT.

g. Approval of letter of support of the Manatee Observation and Education Center (MOEC), endorsing its grant application to the Florida Division of Cultural Affairs for general operating support for 2023-2024.

h. Approval of travel for Commissioner Arnold S. Gaines to attend the Institute for Elected Municipal Officials in Jacksonville, Florida from June 09, 2022 to June 11, 2022 in the amount of $927.18.

i. Approval of the request from St. Lucie County for a letter of support for the runway extension project at the Treasure Coast International Airport.

12. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use and Site Plan (Development Review and Design Review) to construct a four (4)-story self-storage facility totaling approximately 106,860 square feet and associated site improvements at 1300 S US Highway 1, more specifically located at Parcel Control Number: 2415-602-0002-000-2.

b. Quasi-Judicial Hearing - Review and approval of an application for Site Plan (Development and Design Review) approval to develop 1.25 million square feet of warehouse use on six (6) lots that total approximately 108.78-acres generally located on Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road, more specifically located at Parcel Control Numbers: 2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4, 2431-800-0005-000-1, 2431-800-0007-000-5, 2431-800-0006-000-8.

c. Legislative Hearing - Correction of a scriveners error on the Conditional Use approval from March 1, 2021 for the operation of a 33-machine arcade amusement center at 2051 South US Highway 1 in Fort Pierce, FL. The floor plan presented and approved by the City Commission actually showed 45 machine slots rather than the 33 machines included in the narrative. The property is zoned General Commercial (C-3). Parcel ID: 2415-313-0005-010-9.

d. Legislative Hearing - Ordinance 22-013 amending the Community Development District boundary of the Preserve at Savannah Lakes. SECOND READING

13. **CITY COMMISSION**

a. Resolution 22-R19 reappointing Fran Ross as a Special Magistrate for the City of Fort Pierce.

b. Resolution 22-R21 directing an election to be held to provide for the placement of a proposition calling for Economic Development Ad Valorem Tax Exemptions for the City of Fort Pierce, Florida on August 23, 2022 Primary Election Ballot.

c. Approval of Fort Pierce Utilities Authority Rate Increase Resolutions; each Resolution shall be approved as a separate agenda item.

1. Approval of Resolution No. UA 2022-06 for Electric Rates

2. Approval of Resolution No. UA 2022-07 for Natural Gas Rates

3. Approval of Resolution No. UA 2022-08 for Water Rates

4. Approval of Resolution No. UA 2022-09 for Wastewater Rates

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 4:30 pm **5. a.**

Meeting Date: 05/16/2022

Re: Minutes of 05.02.2022

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from May 02, 2022 Regular Meeting

Attachments

05.02.2022 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 05/10/2022 03:18 PM

Final Approval Date: 05/10/2022

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 P.M. ON MONDAY, MAY 2, 2022.

1. CALL TO ORDER

Mayor Hudson called the May 2, 2022, Regular Meeting of the City Commission to order at 6:00 P.M.

2. OPENING PRAYER - Terrance Beauford with Sword Outreach Mentoring and Resource Center

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Tanya Earley

5. APPROVAL OF MINUTES

a. Approval of Minutes from the April 18, 2022 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the minutes of the April 18, 2022 Regular Meeting.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. National Letter Carriers Food Drive Day Proclamation

b. Mental Health Awareness

c. Building Safety Awareness Month

d. Haitian Heritage Month

7. **LETTERS TO COMMISSION**

a. Britta Santana sent an email thanking Isaac Saucedo, Code Enforcement Officer, for his professionalism, effort, and patience in dealing with their neighborhood issues.

b. Thank you note from Monica to Elizabeth Beck, Administrative Assistant in the Building Department expressing her gratitude for her assistance.

c. Letter from the Glavan & Molitor Family thanking the friendly staff and volunteers at the Sunrise Theatre for their kindness and helpfulness at the recent Kenny G performance.

d. Voice message from Suzanne Wisoker commending Public Works Department staff, specifically Nathaniel Morris for exceeding her expectations

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the Agenda as set.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

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

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

Eva Arnez
Charlie Wilson

10. MISCELLANEOUS REPORTS

a. Fort Pierce Utilities Authority update on the Wastewater Reclamation Facility Relocation

Javier Cisneros, Director of Utilities, Rachel Tenant, Sustainability Program Manager, Bo Hutchinson, Director of Water/Waste Water Systems, and Sharon Simington, Southeast Regional Funding Program leader, Hazen and Sawyer, Grant Program Lead presented a comprehensive plan for the new Mainland Waste Water Treatment Plant which replaces the Island Waste Water Treatment Plant.

Mayor Hudson inquired on the City's fitch rating and its meaning, if the proposed rate structure is conservative because of the expected grants, and if the rates are required to obtain grants.Mr. Cisneros explained that the City's rating is an A+, A which determines borrowing power. Mr. Hutchinson explained that the rates are required to obtain the bonds but the further along in the process the more funds may be available from grants.

Commissioner Jeremiah Johnson inquired what the grant process is for a public entity versus a private entity, and does the public entity have to acquire grants. Mr. Hutchinson explained that all grants are on a scoring bases the more public you are the higher the score, and Resilient Florida would require the City to be the applicant for the grant.

Commissioner Curtis Johnson inquired on the grant process timeline. Mr. Cisneros explained if the City is required by the State to relocate the plant the goal is to ensure they assist with relocation. Ms. Tenant explained that different grants have different timelines, requirements and processes, some may require the City as applicant. Mr. Cisneros explained that over the last five years around eight million dollars in grants have been acquired. Ms. Simington explained that initial funding sources are evaluated based on the criteria needed for the project, and bonds can be utilized during the grant process.

Commissioner Perona inquired what thirty percent built looks like, does the sixty percent include infrastructure, confirmed the projected dollar amount required for project completion, what are the risks involved with entertaining other options, and the interest rate cap. Mr. Hutchinson explained that it begins with your core process, tasks or steps that must be completed to move forward to the next on the Energy Lane / Selvitz Rd location, sixty percent does include infrastructure and negotiations with vendors, the project cost is closer to one hundred million dollars. Mr. Cisneros explained that the risk includes reduced borrowing capacity and the interest rate presented is four percent, but May 24th is a determining factor.

Commissioner Gaines inquired on the extended timeline. Mr. Cisneros explained that the technology has changed since the original plant design as well as new regulatory requirements. Mr. Hutchinson explained that the structure is important but the technology to run the plant is no longer applicable to the original plan and moving forward communication with the Commission is necessary.

Mayor Hudson explained the environmental concerns which may have played a part in the urgency to move the facility and the importance of relocation before the State becomes involved. Mr. Cisneros explained that the City can borrow at a low rate and proceed on their terms, and not the states.

Commissioner Curtis Johnson inquired if sixty percent would allow for a better estimate, how close to that number is the City, the preliminary figures presented, and the timetable to lock in the rates. Mr. Hutchinson explained that assuming the rate structure is approved it will allow for bonding to be in place with the finalized thirty percent design within weeks, the plan for sixty percent will begin in June and take until the first of the year to determine the full cost of the project, and there are associated risk with contractors.

Commissioner Jeremiah Johnson commented that had the project moved forward in 2008 the City would have paid significantly less, he does not want to rely solely on the grant process but the rates and revenue to cover the bonds, inquired when does the Department of Environmental Protection become involved, is St Lucie County partnering on the facility, is the facility is moving from an 8-mgd to 10-mgd, requested information on the rate increases, and cash reserves available if required for the project. Mr. Hutchinson explained that the DEP is currently involved, the permit phase begins at sixty percent, believes the City is in a better position to open negotiations with the County to ensure lower rates for all customers, confirmed that from phase 1 to phase 2 is an increase. Mr. Cisneros explained that they are even on utilities across the board, and he would have to determine the availability of cash reserves for the purpose of bonds.

Commissioner Perona commented that there will always be a reason not to move forward, but this is the closet they have come to moving forward with the relocation.

Commissioner Curtis Johnson inquired if there is an opportunity to bring another builder on board and announced the FPUA public meetings. Mr. Cisneros confirmed that an agreement exists with a design build vendor, and the public meeting will take place Thursday, May 5 from 6:30 p.m.-8:30 p.m. and Saturday, May 14 from 12:00 p.m. to 5:00 p.m. at the Incubate Neighborhood Center at Mean Court School,
Lincoln Park.

Commissioner Jeremiah Johnson inquired when the proposed changes will be presented and voted on. Mr. Cisneros explained that the rate increase will be presented to the FPUA Board on May 3rd, if approved the increase will be presented to the Commission on May 16th, and at the May 17th FPUA Board meeting the bond resolution will be put into place to lock in the rates.

11. CONSENT AGENDA

a. Approve letter to the Federal Transit Administration in support of St. Lucie County's grant application for the development of a Transit Operations and Maintenance Facility.

b. Approval for Mayor to execute participant agreements for the potential settlement of Opioid Litigation.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the consent agenda.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 22-012 Amending Section 12-6, Election Districts by amending the election district boundary following the 2020 U.S. Census. SECOND READING

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

ORDINANCE NO. 22-012
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE; AMENDING CHAPTER 12, ELECTIONS, SECTION 12-6, ELECTION DISTRICTS, BY AMENDING THE BOUNDARY BETWEEN ELECTION DISTRICT 1 AND ELECTION DISTRICT 2; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

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

Commissioner Curtis Johnson commented that the process was well worth it to understand concerns, addressed allegations that the City is being sued by the American Civil Liberties Union (ACLU), and read the information provided by the ACLU. City Attorney Tanya Earley confirmed that the City has not been served.

Commissioner Jeremiah Johnson commented that the numbers were critiqued, and the analysis was provided by the consultant.

Commissioner Gaines commented that his vote of no was based on percentages and numbers provided by the consultant.

Commissioner Perona commented that he respected Commissioner Gaines vote of no and better understands his decision.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve Ordinance No. 22-012.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson
NAY: Commissioner Arnold Gaines
Passed

b. Legislative Hearing - Ordinance 22-013 amending the Community Development District boundary of the Preserve at Savannah Lakes. FIRST READING

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

ORDINANCE NO. 22-013
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING ORDINANCE NO. 21-035, ESTABLISHING THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AMENDING THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

City Attorney Tanya Earley explained that a petition was received to amend Ordinance No 22 -013 and an attorney for the applicant is present for questions.

Mayor Hudson opened the public hearing

Attorney Meredith Hammock, KE Law Group, and Dennis Murphy, Senior Project Manager, Culpepper & Terpening, Inc. were available for questions.

Mayor Hudson inquired if a portion of land had been omitted from the previous presentation and why was it not included. Ms. Hammock explained that a seven-acre parcel be added which was included in the development plan, but the landowner consent was not yet available. Mr. Murphy explained that during the initial petitions they were in the process of acquiring the parcel because access issues were apparent.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 22-013.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

13. CITY COMMISSION

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.

Eva Arnaiz
Delores Harris

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms- No comments
City Clerk Linda Cox - No comments
City Attorney Tanya Earley- No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson commented that he had forwarded the FPUA community meeting flyer to Mr. Mimms for further distribution.

Commissioner Perona received a letter from Florid Municipal Power Agency (FMPA) and Jacob Williams on the future of electric utilities in anticipation of cost increases and would like to extend an invitation to him to speak with the Commission.

Commissioner Gaines attended the grand opening of St. Fort Funeral Home servicing the Haitian community as it is Haitian Heritage month.

Commissioner Jeremiah Johnson would like the City to consider the budget as it is rising, will attend the community garden groundbreaking at First United Methodist Church on May 3rd, inquired had anyone reached out to The Housing Authority regarding rebranding and updates, and inquired an updated on the search for a new planning director.

Mayor Hudson commented that she speaks with Rosetta the Director monthly who has great concern about the problem with mold and is working with contractors to address the issue.

City Clerk Linda Cox commented that a joint meeting with the Housing Authority has been tentatively scheduled for June 27 at 9 am.

Commissioner Curtis Johnson commented that he speaks with the board members regarding the concerns as some unit must be demolished causing a shortage in units and will participate in the yearly retreat where he will share the City’s Strategic Plan.

Commissioner Perona commented that the Housing Authority is competing with open market prices causing additional shortages.

Mr. Mimms commented that the position has been advertised with three applicants being considered.

Mayor Hudson commented that Main Street is celebrating May 4th at the Backus Museum and Gallery.

17. ADJOURNMENT

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

Mayor Linda Hudson adjourned the meeting at: 8:46 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 4:30 pm **6. a.**

Meeting Date: 05/16/2022

Re: Public Works Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Public Works Week Proclamation

Attachments

Public Works Week

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/28/2022 11:50 AM

Form Started By: Rebecca Mondono Started On: 04/14/2022 08:25 AM

Final Approval Date: 04/28/2022

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Fort Pierce; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Fort Pierce to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 15-21, 2022 as:

National Public Works Week

in the City of Fort Pierce and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

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 16th day of May 2022.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm **6. b.**

Meeting Date: 05/16/2022

Re: Proclamation for Trauma Informed Care Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation for Trauma Informed Care Month

Attachments

Proclamation for Trauma Informed Care Month

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/28/2022 11:50 AM

Form Started By: Rebecca Mondono Started On: 04/14/2022 11:39 AM

Final Approval Date: 04/28/2022

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, trauma is any experience or event, real or perceived, that results in lasting adverse effects and impacts an individual's ability to overall well-being, leaving them stuck in survival mode. Trauma is the gateway drug.

WHEREAS, invest in Adverse Childhood Experiences (ACEs) education for our community residents and stakeholders. ACEs science shows the link between childhood trauma exposure from abuse, neglect, and household dysfunction and adverse adult outcomes such as poverty, poor health, substance misuse, and mental illness. Adults with 4 or more ACEs have 3 times the rates of lung diseases, 2 times the rates of liver disease, 5 times more likely to develop depression, 11 times the rates of IV abuses, and 14 times the rates of suicide attempts.

WHEREAS, there are approximately 35 million child victims of trauma before the age of 18. Based on a 2020 report from the Florida Youth Substance Abuse Survey 62.5% of High School Student in St Lucie County reported they had at least one ACE.

WHEREAS, commit to moving from Trauma-Informed to Healing Centered to eliminate the underlying issues that causes trauma exposure. Healing Centered Engagement is strength based, focusing on what is good and right about an individual to address the collective impact of trauma.

WHEREAS, education is important to foster a healthy village for every child. To achieve that village, all businesses, schools, government agency, heath care provider, faith-based organization, nonprofit, and resident must be able to meaningfully engage in growing their understanding of ACEs and how to heal them for our collective benefit.

WHEREAS, the City of Fort Pierce emphasizes the need for increased education, access, and culturally appropriate services for residents to build positive mental health, educational, professional, and business outcomes.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of May as:

Trauma-Informed Care Month

in the City of Fort Pierce and encourage our citizens to join with their communities in observance of Trauma-Informed Care Month.

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 16th day of May 2022.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm **6. c.**

Meeting Date: 05/16/2022

Re: Proclamation for Community Action Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation for Community Action Month

Attachments

Proclamation for Community Action Month

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/28/2022 11:52 AM

Form Started By: Rebecca Mondono Started On: 04/28/2022 10:44 AM

Final Approval Date: 04/28/2022

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force connecting people to life-changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is celebrating 55 years of innovation, impact, and providing proven results for Americans.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of May as:

Community Action Month

in recognition of the hard work and dedication of all of Fort Pierce. Florida Community Action Agency.

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 16th day of May 2022.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm **6. d.**

Meeting Date: 05/16/2022

Re: Emancipation Day Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Emancipation Day Proclamation

Attachments

Emancipation Day Proclamation

Form Review

Form Started By: Rebecca Mondono Started On: 05/10/2022 08:23 AM

Final Approval Date: 05/10/2022

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, declaring that "all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free," and

WHEREAS, on May 10, 1865, a month after the end of the Civil War, Union Brigadier General Edward M. McCook arrived in Tallahassee, Florida to seize the city from Confederate powers; and

WHEREAS, on May 20, 1865, more than two years after the Emancipation Proclamation was signed, General McCook formally announced the Emancipation Proclamation from the steps of the Knott House in Tallahassee, freely enslaved African Americans in the State of Florida; and

WHEREAS, Emancipation Day is traditionally celebrated on May 20 in the State of Florida and provides an important opportunity to celebrate and commemorate the achievements and contributions African-Americans have made, and will continue to make in Fort Pierce, the State of Florida and the United States,

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 20th as:

Emancipation Day

in the City of Fort Pierce and encourage our citizens to celebrate the end of the Civil War and the emancipation of Black Americans.

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 16th day of May 2022.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm **7. a.**

Meeting Date: 05/16/2022

Re: Email from Dolores Tindal

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Dolores Tindal commending the following Public Works employees for an extremely excellent job cleaning up the huge tree branch that broke off her very old oak tree and completely covered S. 23rd Street: Streets & Drainage Division - Ramon Perez, Jeff Pederson, Jerome Scott, Robert Hennis, and Tora Parker; Parks & Grounds Division - Paul Bertram; and Public Works Inspector Andy Avery.

Attachments

Email from Dolores Tindal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/28/2022 11:49 AM
City Manager	Nick Mimms	04/28/2022 11:49 AM

Form Started By: Jennifer Robinson Started On: 04/27/2022 12:28 PM

Final Approval Date: 04/28/2022

From: DOLORES TINDAL <qtbugme@aol.com>
Sent: Tuesday, April 26, 2022 12:55 PM
To: Nick Mimms <nmimms@cityoffortpierce.com>
Subject: Your workers

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately.

Mr. Mimms,

I would like for you to know that the following workers did an extremely excellent job cleaning up the huge tree branch that broke off my very old oak tree and completely covered S. 23rd Street. They were very polite and professional. You should be very proud of these men. Streets & Drainage Ramon Perez, Jeff Pederson, Jerome Scott, Robert Hennis, Tora Parker; Parks & Grounds Paul Bertram; Public Works Inspector Andy Avery.

I can't say enough good things about these people. You should be very proud of them. Thank you all for your service today.

Respectfully,
Dolores Tindal

City Commission Regular Meeting - 4:30 pm **10. a.**

Meeting Date: 05/16/2022

Re:

SUBJECT:

Retirement Board Presentation - Keith Stephens, Chairman

Attachments

Presentation

Form Review

Form Started By: Linda Cox Started On: 05/06/2022 11:29 AM

Final Approval Date: 05/06/2022







FPUA
COMMUNITY PROUD

City of Fort Pierce
Retirement and Benefit System

May 9, 2022

Retirement Board

- Seven Members
  - 2 City Commissioners
  - City Director of Finance
  - FPUA Appointee
  - 3 Elected Members (FPUA, City General & Police)
  - 4 Certified Public Pension Trustees, 3 in process
- Attorney
- Investment Consultant
- Money Managers (9)

Defined Benefit Plan

- Established and operated in accordance with Chapter 13 of the City Charter
- Pension benefits calculated based on the member's:
  - Final average salary (highest five years out of the last ten) Police and Utilities Authority
  - Final average salary (highest five consecutive years out of last ten) General
  - Years of service X 3% multiplier
- **NOT** a defined contribution plan such as 401(k), 403(b), 457 or IRA

Benefit Eligibility & Changes

- General and Utilities Authority members may retire:
  - ✓ after 25 years of service, or
  - ✓ at age 60 and 5 years of service

- Police members may retire:
  - ✓ after 25 years of service, or
  - ✓ at age 55 and 5 years of service

Benefit Eligibility & Changes

- The September 30, 2021 valuation reflects changes in relation to City Ordinance No. 21-067. This ordinance removes the $100,000 dollar maximum pension payment for members hired before October 1, 2012. The impact of the benefit change increased the actuarial accrued liability by $2.4 million and increased the estimated employer contributions by $221 thousand.

Changes Effective 10/1/2012

- Pension Benefits Per Florida Statue Chapter 112
  - Final Average Salary limited to:
    - 300 Overtime hours per year
    - Sell-Back balance of Sick and Vacation hours as of 06/30/2011
    - Zero Sell-Back of Sick and Vacation for employees hired on or after 10/1/2012 towards pension final average salary

- Maximum annual pension benefit:
  - $100,000 annually for all employees
  - 75% of final average salary for all employees

Plan Contributions

Utilities Authority

FY 2021 Contribution amounts were:

Employees	$964,291
Employer	$2,575,357

FY 2022 Contribution rates will be:

Employees (fixed)	6.16%
Employer	17.96%

Plan Contributions

Police

FY 2021 Contribution amounts were:

Employees	$382,555
Employer	$986,014

FY 2022 Contribution rates will be:

Employees (fixed)	5.16%
Employer	14.62%

Plan Contributions

General Members

FY 2021 Contribution amounts were:

Employees	$542,669
Employer	$1,767,431

FY 2022 Contribution rates will be:

Employees (fixed)	5.16%
Employer	17.13%

Funding Progress

- The September 30, 2021 actuarial valuation indicates that the actuarial accrued liabilities of the Retirement and Benefit System are 90% funded by valuation assets.

- The recognized investment return of 10.15% was greater than the 7.50% assumed return for FY 2021.

Retirees

As of September 30, 2021

Funding Value $246,661,634

	No.	Annual Benefits	Average Benefit
FPUA	244	$6,996,627	$28,675
City General	212	$4,722,214	$22,275
Police	98	$4,196,319	$42,820
Total	**554**	**$15,915,160**	**$28,728**

Investment Allocation Targets

Diversify, Diversify, Diversify

Domestic Equity	38%
International Equity	25%
Domestic Fixed Income	27%
Real Estate	10%

Cost of Living Adjustments

No COLA can be provided under Section 13-43 until the Retirement and Benefit System's future actuarial gains exceed $40,287,092 plus interest. As a result, the COLA provision is not likely to occur for the indefinite future.

FPUA
COMMUNITY PROUD

Questions?

City Commission Regular Meeting - 4:30 pm **10. b.**

Meeting Date: 05/16/2022

Re: Parking Committee Recommendations

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

SUBJECT:

Parking Committee Recommendations.

SUMMARY:

Parking Committee Recommendations

RECOMMENDATION:

Staff recommends approving the Parking Committee's recommendations.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria Moore-Wellls, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Michael Broderick, Parking Committee Chairman

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2022
Account:	TBD
Amount:	TBD

OTHER INFORMATION:

N/A

Attachments

Recommendations

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	05/06/2022 07:28 PM
City Manager	Audria Moore-Wells	05/11/2022 12:07 PM
City Manager	Audria Moore-Wells	05/11/2022 02:25 PM

City Manager Nick Mimms 05/11/2022 02:38 PM
Form Started By: Audria Moore-Wells Started On: 04/28/2022 03:20 PM
Final Approval Date: 05/11/2022

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : The Honorable Mayor and Members of the City Commission

FROM : Parking Committee

THROUGH : Nicholas C. Mimms, P.E., ICMA-CM, City Manager

RE : Parking Recommendations

DATE : April 28, 2022

The City Commission-appointed Parking Committee has reviewed the below matters and has come to an agreement on recommending the topics for consideration. The committee recommends the following:

- no changes to the City Hall parking garage configuration.
    - The commission asked for feedback on 4 items regarding the garage and the committee tabled "Should there be designated visitor/employee parking? They do not support designated visitor parking.
- moving forward with the proposed temporary parking option at Atlantic Avenue & Melody Lane and consider installing lighting onsite.
- moving forward with the proposed Depot Drive (City-Owned Property) parking solution and consider installing lighting onsite and landscaping.
- moving forward with the proposed temporary parking solution along Indian River Drive
- tabling the paid parking portion of the proposed parking ordinance and allowing the remainder to move forward for approval.
- installing a parking counting system at the City's garage that has the capability to provide daily reports on usage.
- installing a sign on Orange Avenue, Avenue A, and any other strategic locations directing jurors to park in the free City parking garage.
- installing signs in the parking garage that indicate there are cameras throughout the garage.
- not pursuing the use of the FEC Parking Lot (North of Orange Avenue) as a temporary parking solution
- recommends the City Manager coordinate a strategic meeting with the County Administrator, Clerk of Court, Court Administration, Public Defender, State Attorney, St. Lucie County Sheriff's Office and representatives from St. Andrews Academy and the Law Library to discuss the five, ten, and 20-year-plan for the courthouse.



City Commission Meeting
05.16.2022

COFP Parking Garage



The commission asked for feedback the following:

1. relocating Commissioner parking spaces to another floor.
2. should there be 2, 30-minute parking spaces with signage to include hours of operation (Monday-Friday, 8 a.m. to 5 p.m.)?
3. Should the be more signage to include hours of operation?
4. Should there be designated visitor parking/employee parking?

The committee tabled “Should there be designated employee parking?

The committee does not support designated visitor parking.

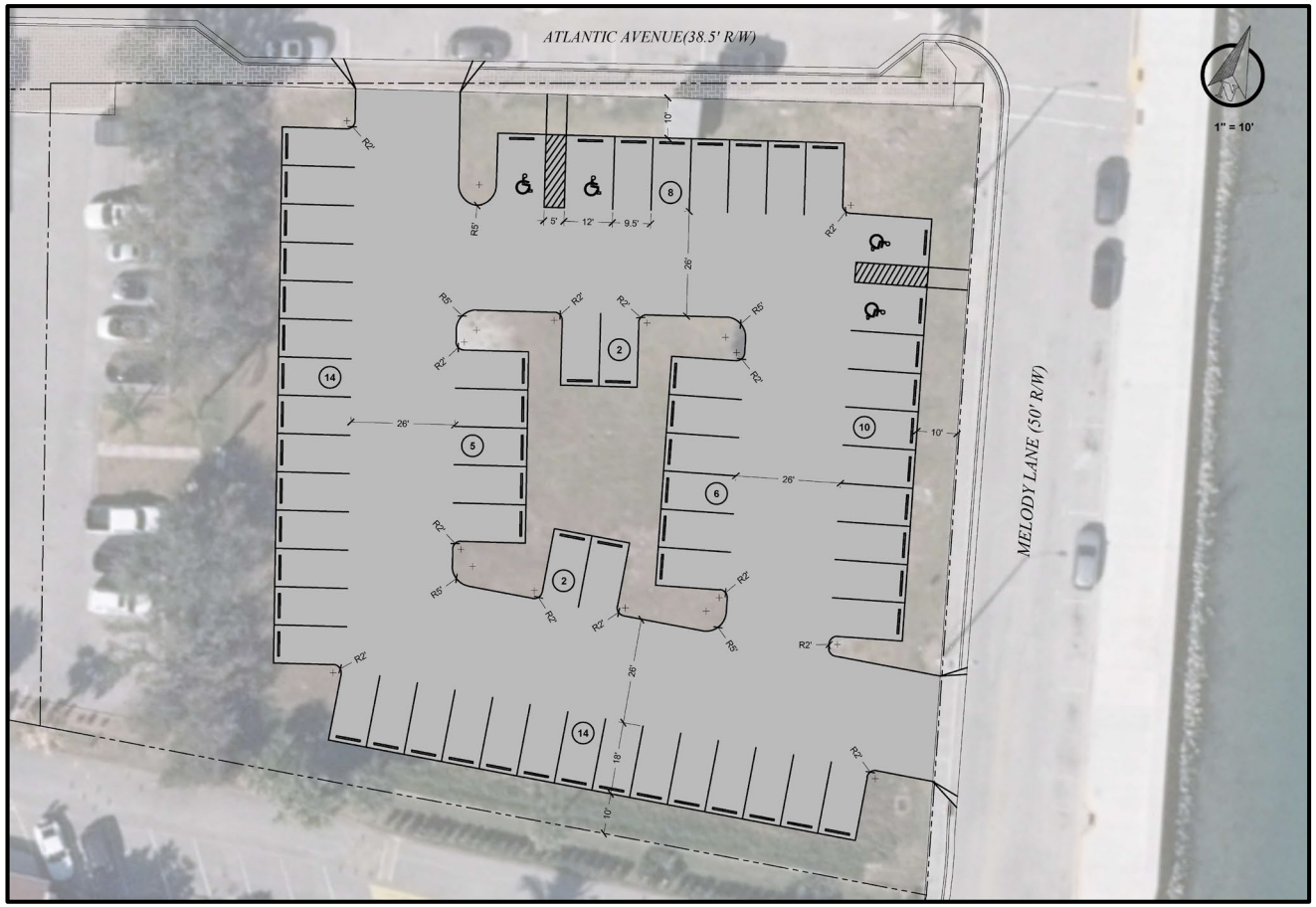
Atlantic Avenue and Melody Lane

Marina View Partners, LLC

Regular: 57 Handicapped: 4

Estimated Cost: $9,322.95





Proposed Lease Agreement:

Initial Term: 12 months

Extension Term: Optional

Termination of Lease: Any time, 30-day notice, City pays pro-rata rent for each month of occupancy

Rent: Based on the amount of taxes paid by the parcel owner to the City of Fort Pierce.

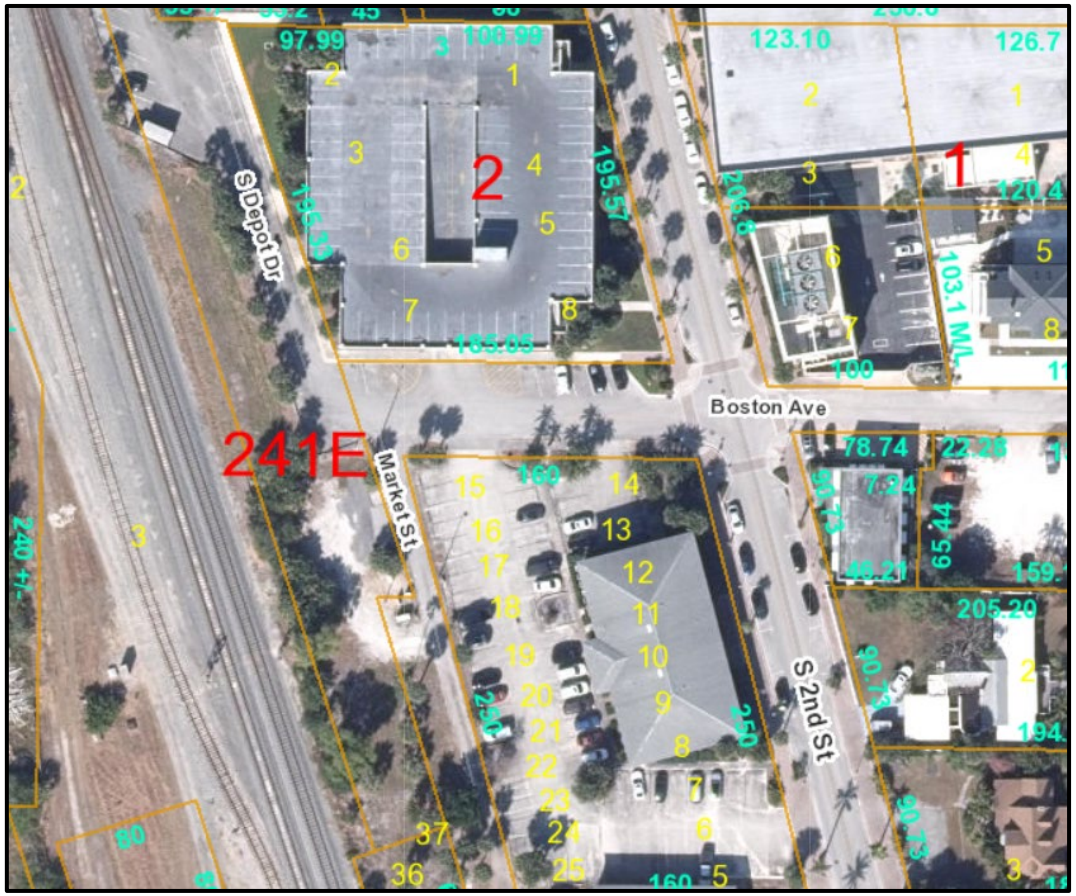
- Total Amount: $5,050.11 ($1,262.53 paid quarterly)

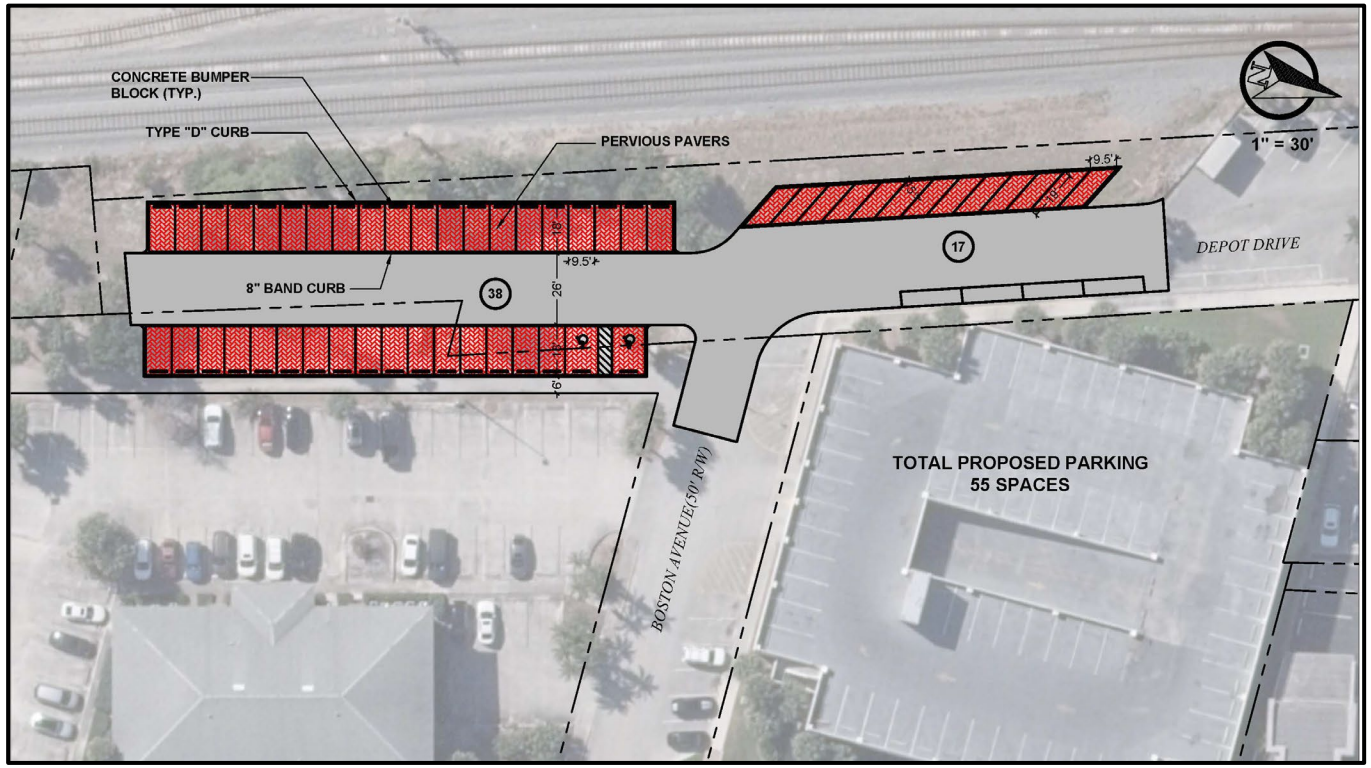
Depot Drive and Boston Avenue

City of Fort Pierce

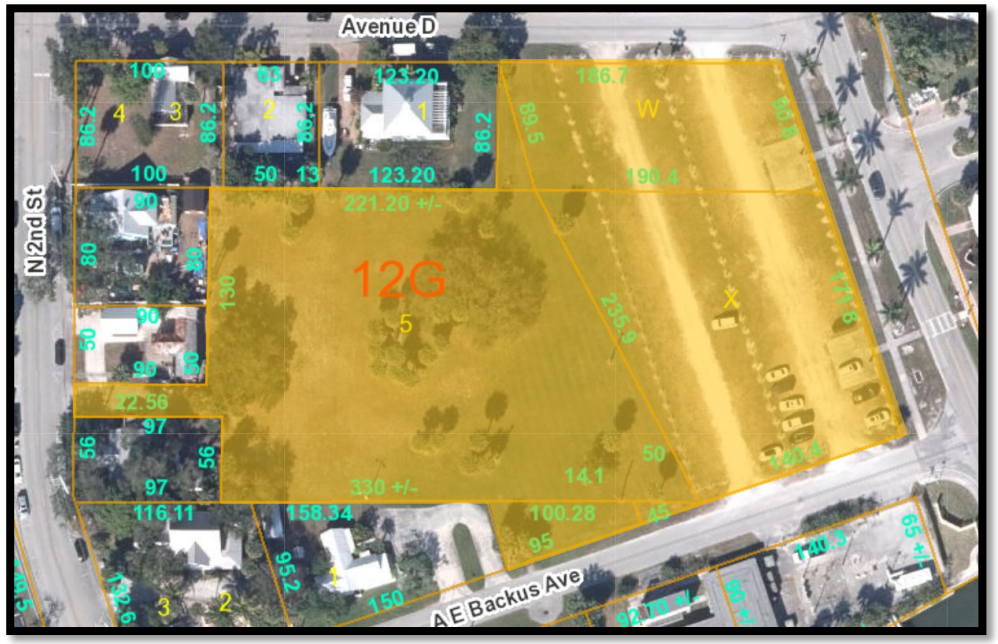
Regular: 53 Handicapped: 2

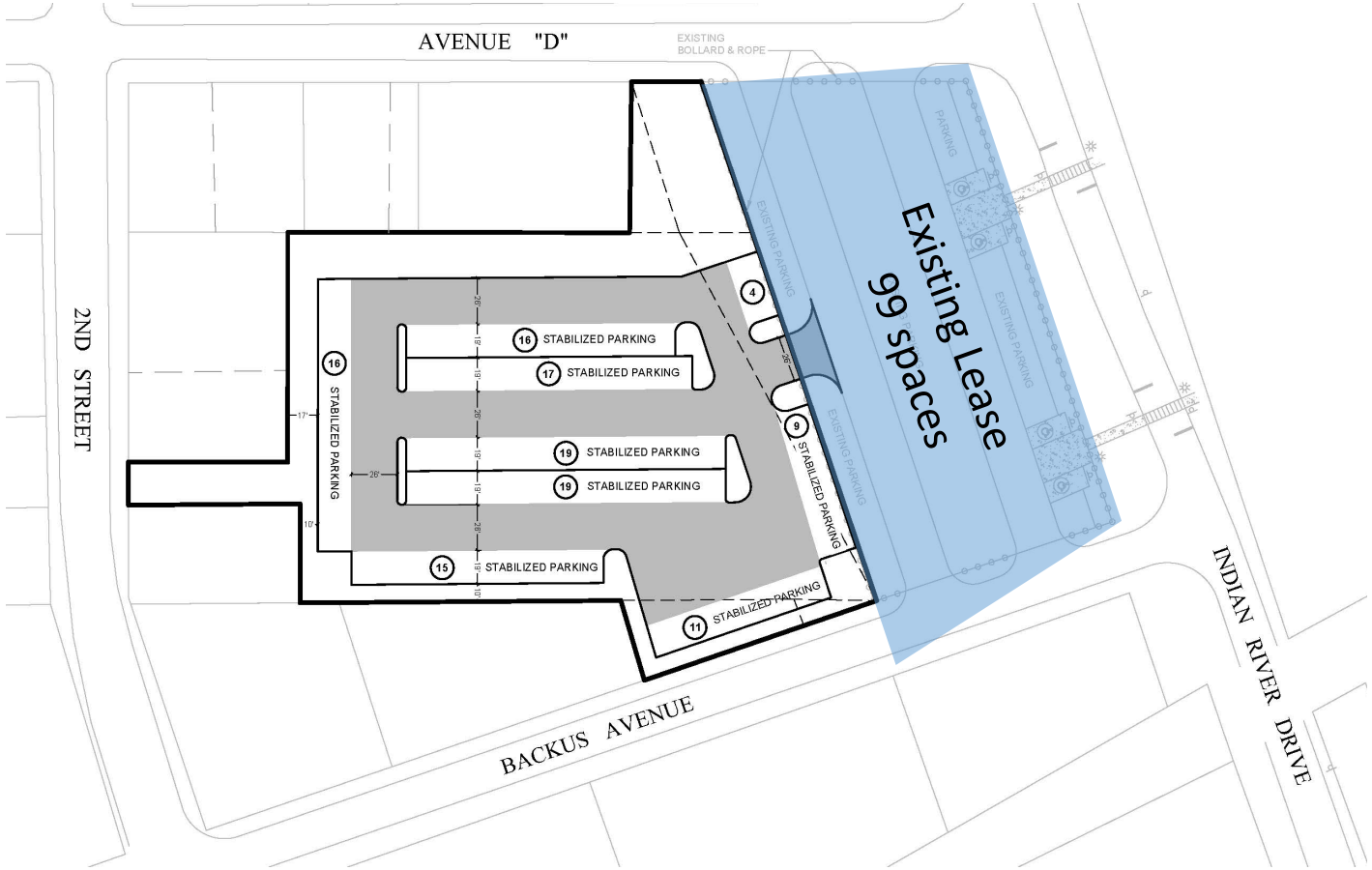
Estimated Cost: $245,370





Indian River Drive
Fort Pierce Resorts
Regular: 126 Handicapped: 0
Estimated Cost: $11,473.00





Proposed Lease Agreement:

Initial Term: 12 months

Extension Term: Optional

Termination of Lease: Any time, 30-day notice, City pays pro-rata rent for each month of occupancy

Rent: Based on the amount of taxes paid to the City of Fort Pierce plus quarterly accounting fees

- Property Management and Accounting Fees: $1,648.41 plus $1,152.00 = $2,800.41
- Existing Lease: $1,208.19 and Proposed Lease: $1,648.41 = $2,856.60 **Total Estimated Lease: $5,657.01**

- Tabling the paid parking portion of the proposed parking ordinance and allowing the remainder to move forward for approval.
- Installing a parking counting system at the City's garage that has the capability to provide daily reports on usage.
- Install a sign on Orange Avenue, Avenue A, and any other strategic location directing jurors to park in the free City parking garage.
- Installing signs in the parking garage that indicate there are cameras throughout the garage.
- recommends the City Manager coordinate a strategic meeting with the County Administrator, Clerk of Court, Court Administration, Public Defender, State Attorney, St. Lucie County Sheriff's Office and representatives from St. Andrews Academy and the Law Library to discuss the five, ten, and 20-year-plan for the courthouse.

Recommendation/ Update

TEMPORARY PARKING SOLUTION – FEC PARKINT LOT



City Commission Regular Meeting - 4:30 pm **11. b.**

Meeting Date: 05/16/2022

Re: Approval of a Partial Release of Unity of Title for 100 Misty Lane

---

SUBJECT:

Approval of a Partial Release of Unity of Title for 100 Misty Lane

SUMMARY:

The owner, SP Place LLC was approved for a 144-unit Multifamily Site Plan (Misty Creek Preserve) in 2020. One of the conditions of approval included a Unity of Title of several parcels. The owner complied with the condition and submitted a Unity of Title. Currently, the owner has been working with St. Lucie County Public Works & Engineering on the proposed Right-of-Way (ROW) dedications in connection with development of its property as required by City Ordinance 20-003. The owner received County approval on the sketch and legal descriptions for the proposed ROW dedications, which will be the attached Exhibit A to the Partial Release.

The Partial Release of Unity of Title is now requested by the owners of 100 Misty Lane.

RECOMMENDATION:

Approve the Partial Release of Unity of Title

ALTERNATIVES:

Disapprove the Partial Release of Unity of Title

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner/Planning Supervisor

COORDINATED WITH:

Tanya M. Earley, City Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Unity of Title
Partial Release
Exhibit A
City Attorney Response 10.15.21
City Attorney Response 4.20.22

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/11/2022 03:11 PM

Form Started By: Vennis Gilmore
Started On: 05/04/2022 02:21 PM
Final Approval Date: 05/11/2022

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4691623 OR BOOK 4400 PAGE 2911, Recorded 03/25/2020 03:42:57 PM

Prepared by and Return to:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
(772) 464-7700

UNITY OF TITLE

BY THESE PRESENTS, CONE & GRAHAM, INC., a Florida corporation, hereinafter referred to as "Owner(s)", for other good and valuable considerations, hereby agrees to restrict the use of lands more particularly described in **Exhibit "A"** attached hereto in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirely as one plot or parcel of land.

2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the City Commission for the City of Fort Pierce, Florida.

3. The undersigned further agrees that this instrument shall be recorded in the Public Records of St. Lucie County, Florida.

WITNESSES

Connie Brown DeWitt
Print Name: Connie Brown DeWitt

Dorothy B. White
Print Name: DOROTHY B. WHITE

OWNER(S):

CONE & GRAHAM, INC., a Florida corporation

By: _____
Print Name: David Tozlosky
Its: VP

Address:
5101 Cone Road
Tampa, FL 33610

STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY CERTIFY that the foregoing instrument was acknowledge before me by means of [X] physical presence or [ ] online notarization on this 20th day of March, 2020, by David Tozlosky, as Vice President, of CONE & GRAHAM, INC., a Florida corporation. He or she is [X] personally known to me or [ ] has produced N/A as identification

[Affix notary seal]

MICHELLE PUDDER
MY COMMISSION # GG 171053
EXPIRES: April 25, 2022
Bonded Thru Notary Public Underwriters

Michelle Pudder
Print Name: Michelle Pudder
Notary Public, State of Florida
Commission No. GG 171053
My Commission Expires: 4/25/2022

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 01°24'30" WEST A DISTANCE OF 609.76 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7; THENCE SOUTH 89°57'38" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.31 FEET; THENCE NORTH 01°22'59" EAST A DISTANCE OF 213.93 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1 ACRE OF THE NORTH 3 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE SOUTH 90°00'00" EAST ALONG SAID LINE A DISTANCE OF 282.46 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH 35TH STREET; THENCE NORTH 01°49'04" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 686.68 FEET; THENCE SOUTH 81°42'00" WEST A DISTANCE OF 259.24 FEET; THENCE NORTH 01°03'00" EAST A DISTANCE OF 218.61 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF OKEECHOBEE ROAD; THENCE SOUTH 50°55'41" WEST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 218.83 FEET; THENCE SOUTH 01°24'30" WEST A DISTANCE OF 333.32 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID SOUTH LINE NORTH 90°00'00" WEST, A DISTANCE OF 150 FEET TO THE POINT AND PLACE OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, RUN THENCE EAST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 260 FEET; THENCE RUN NORTH 01°03'00" EAST, 319.10 FEET; THENCE NORTH 14°03'00" WEST, A DISTANCE OF 86.75 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD; THENCE NORTH 50°55'41" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 107.80 FEET; THENCE SOUTH 01°03'00" WEST, A DISTANCE OF 140.45 FEET TO A POINT ON THE EXTERIOR EDGE OF A 1 STORY ALUMINUM BUILDING; (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE CONTINUE SOUTH 77°35'07" WEST, ALONG SAID EXTERIOR EDGE, A DISTANCE OF 1.42 FEET; THENCE CONTINUE SOUTH 12°24'53" EAST, ALONG SAID EXTERIOR EDGE, A DISTANCE OF 5.94 FEET; THENCE NORTH 01°03'00" EAST, A DISTANCE OF 6.11 FEET TO THE POINT TO BEGINNING. AS CONVEYED PURSUANT TO THAT QUIT CLAIM DEED RECORDED IN O.R. BOOK 2670, PAGE 2204, PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 10.31 ACRES, MORE OR LESS.

This instrument was prepared by and return to:
Amber F. Williams
Jameson Pepple Cantu PLLC
2430 Estancia Blvd, Ste 114
Clearwater, FL 33761

PARTIAL RELEASE OF UNITY OF TITLE

THIS PARTIAL RELEASE OF UNITY OF TITLE (***"Partial Release"***) is made this ____ day of _____, 2022, by the City of Ft. Pierce (the ***"City"***), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby agrees to this Partial Release as follows:

1. Unity of Title. Cone & Graham, Inc., a Florida corporation, predecessor in interest to SP Place LLC (***"Owner"***), a Florida limited liability company, executed a Unity of Title ***"Unity of Title"***) recorded on March 25, 2020, in Official Records Book 4400, Page 2911, of the Public Records of St. Lucie County, Florida. The Unity of Title requires that the property described therein (***"Property"***) shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land, until such time as the same may be released in writing by the City Commission for the City.

2. Partial Release. This Partial Release is given to release and remove from the Unity of Title portions of the Property legally described and depicted in composite Exhibit "A" (***"Released Property"***) attached hereto and made a part hereof, in order to allow Owner to dedicate the Released Property to St. Lucie County for right-of-way purposes. The Unity of Title shall have no further force or effect with respect to the Released Property.

[Signature on following page]

IN WITNESS WHEREOF, the City has executed this Partial Release as of the day and year first above written.

ATTEST:

City of Ft. Pierce, a political subdivision of the State of Florida

Print Name:_____
City Clerk

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2022, by _____, the _____ of the City of Ft. Pierce, who is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT “A”

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF A PARCEL OF LAND DESCRIBED IN O.R.B. 4620, PG. 364 AND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE RUN NORTH 01°20'41" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7; THENCE RUN NORTH 89°53'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1321.14 FEET TO A FOUND CAPPED 5/8" REBAR (BLOOMSTER LB 6018) AND POINT OF BEGINNING; THENCE NORTH 01°14'39" EAST ALONG THE WEST LINE OF THE SE1/4 OF SE1/4 OF SW1/4 OF SECTION 7 A DISTANCE OF 610.16' TO A FOUND CAPPED 5/8" REBAR (BLOOMSTER LB 6018); THENCE NORTH 89°50'09" EAST A DISTANCE OF 20.00'; THENCE, ALONG A LINE PARALLEL WITH AND DISTANT 20.00 FEET EASTERLY OF SAID WEST LINE OF SE1/4 OF SW 1/4 OF SAID SECTION 17, ALSO BEING THE EAST EXISTING RIGHT-OF-WAY LINE OF S 37TH STREET, AS MEASURED AT A RIGHT ANGLE TO SAID LINE, THENCE SOUTH 01°14'39" WEST A DISTANCE OF 610.26'; THENCE NORTH 89°52'31" WEST, ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL A DISTANCE OF 20.00' TO THE POINT OF BEGINNING.

AND

A PORTION OF A PARCEL OF LAND DESCRIBED IN O.R.B. 4620, PAGE 364 AND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE RUN NORTH 01°20'41" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7; THENCE RUN NORTH 89°53'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1321.14 FEET TO A FOUND CAPPED 5/8" REBAR (BLOOMSTER LB 6018); THENCE SOUTH 88°45'21" EAST A DISTANCE OF 20.00'; THENCE NORTH 89°52'31" EAST A DISTANCE OF 604.65'; THENCE NORTH 01°57'50" WEST A DISTANCE OF 214.18' TO THE POINT OF BEGINNING; THENCE SOUTH 89°50'09" WEST A DISTANCE OF 5.00'; THENCE NORTH 01°31'35" WEST A DISTANCE OF 684.80'; THENCE NORTH 81°55'45" EAST A DISTANCE OF 5.03' TO A FOUND 1/2" REBAR; THENCE S 01°31'35" E ALONG THE LINE PARALLEL WITH AND DISTANT 5.00 FEET WESTERLY OF EXISTING WEST RIGHT-OF-WAY LINE OF S 35TH STREET, MEASURED AT A RIGHT ANGLE TO SAID WESTERLY RIGHT-OF-WAY LINE, THENCE A DISTANCE OF 685.49' TO THE POINT OF BEGINNING.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Vennis Gilmore, Senior Planner

FROM: Tanya Earley, City Attorney TNE

RE: 100 MISTY LANE
Parcel ID: 2417-342-0006-9

RLS File: No. 21-259

DATE: October 15, 2021

I have reviewed your request for legal services related to the drafting and processing of a partial release of unity of title for the above property.

In the past, either an attorney for the property owner or a title company of the owner's choosing has drafted the release. The document is then sent to the City Attorney's Office for approval as to "form and correctness." The release then goes before the City Commission for their approval. Assuming approval is granted, the City executes the document. The owner then records the executed release with the Clerk of St. Lucie County.

If I can be of further assistance, please call or email.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Jennifer Hofmeister-Drew, AICP, LCAM, Planning Director
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Vennis Gilmore, Senior Planner

FROM: Tanya Earley, City Attorney TME

RE: 100 Misty Lane
Parcel ID 2417-342-0006-000-9

CAO RLS File: 22-82

DATE: April 20, 2022

I have reviewed a partial release of unity of title related to the above-referenced property. The document is approved as to form and correctness. Planning Department staff will need to add it to a City Commission agenda for approval. Once approved, the City will execute the document and return the signed original to the applicant for recording.

If I can be of further assistance, please don't hesitate to call or email.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY

Date Received:	4·20·22
Assigned To:	
File:	22-82
Due Date:	
Hours:	

RECEIVED
APR 20 2022
City Attorney

Received
APR 14 2022
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

TO: TANYA EARLEY, CITY ATTORNEY

SUBMITTED BY: VENNIS GILMORE, SENIOR PLANNER

THROUGH: JENNIFER HOFMEISTER-DREW, AICP, LCAM, PLANNING DIRECTOR

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER

RE: **100 MISTY LANE**
PARCEL ID: 2417-342-0006-000-9

DATE: APRIL 14, 2022

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:** In October of last year, I provided the attached response from the City Attorney's Office (RLS File No. 21-259) on the process for requesting a partial release of a Unity of Title on property owned by SP Place LLC. You may recall that the Owner was working with the County on proposed ROW dedications in connection with development of its property as required by City Ordinance 20-003. The Owner received County approval on the sketch and legal descriptions for the proposed ROW dedications, which will be the attached Exhibit A to the Partial Release. The Planning Department is forwarding the attached draft Partial Release of Unity of Title and Exhibit A, submitted by the applicant, to the City Attorney's Office for legal review and to provide guidance on the appropriate person or Department to begin processing this request. I have also attached a copy of the recorded Unity of Title for reference.

   The County's acquisition agent who will be working on the ROW dedications is Kayla Chidgey.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** N/A

Time considerations and their significance: As soon as possible, This is for the construction of an approved multi-family site plan.

3. **Are City funds required? If so, list approvals obtained for expenditure of funds:** City funds are not required with this action.

4. **5. Factual background:** Please the above brief statement and supporting documents.

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.):** See the attached RLS File No. 21-259 Response, Draft Partial Release Unity of Title, Sketch and Legal Description, and Unity of Title.

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**

   Krystle V. Hoenstine
   Jameson Pepple Cantu PLLC
   2430 Estancia Boulevard, Suite 114
   Clearwater, Florida 33761-2607
   (727) 250-5954
   fax (727) 726-9272
   KHoenstine@jpclaw.com

8. **If this is a request for review of a contract, provide the following:** Not Applicable

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**
			APPROVED AS TO FORM AND CORRECTNESS BY: _____ City Attorney

Attachments:

RLS File No. 21-259 Response
Draft Partial Release Unity of Title
Sketch and Legal Description
Unity of Title

This instrument was prepared by and return to:
Amber F. Williams
Jameson Pepple Cantu PLLC
2430 Estancia Blvd, Ste 114
Clearwater, FL 33761

PARTIAL RELEASE OF UNITY OF TITLE

THIS PARTIAL RELEASE OF UNITY OF TITLE (***"Partial Release"***) is made this _____ day of _____, 2022, by the City of Ft. Pierce (the ***"City"***), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby agrees to this Partial Release as follows:

1. Unity of Title. Cone & Graham, Inc., a Florida corporation, predecessor in interest to SP Place LLC (***"Owner"***), a Florida limited liability company, executed a Unity of Title ***"Unity of Title"***) recorded on March 25, 2020, in Official Records Book 4400, Page 2911, of the Public Records of St. Lucie County, Florida. The Unity of Title requires that the property described therein (***"Property"***) shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land, until such time as the same may be released in writing by the City Commission for the City.

2. Partial Release. This Partial Release is given to release and remove from the Unity of Title portions of the Property legally described and depicted in composite Exhibit "A" (***"Released Property"***) attached hereto and made a part hereof, in order to allow Owner to dedicate the Released Property to St. Lucie County for right-of-way purposes. The Unity of Title shall have no further force or effect with respect to the Released Property.

[Signature on following page]

IN WITNESS WHEREOF, the City has executed this Partial Release as of the day and year first above written.

ATTEST:

City of Ft. Pierce, a political subdivision of the State of Florida

Print Name:_____
City Clerk

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2022, by _____, the _____ of the City of Ft. Pierce, who is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT "A"

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
Surveyor Reference Number: 21-3514.01
Certificate of Authorization № LB8173
• 3825 N. Shiloh Drive
• Fayetteville, Arkansas 72703
• 479.443.4506 Office
• 479.582.1883 Fax

EXHIBIT "A" -1

St. Lucie County
Project No._____()

DESCRIPTION: RIGHT-OF-WAY DEDICATION

AN EASEMENT FOR PUBLIC RIGHT-OF-WAY PURPOSES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF A PARCEL OF LAND DESCRIBED IN O.R.B. 4620, PG. 364 AND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE RUN NORTH 01°20'41" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7; THENCE RUN NORTH 89°53'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1321.14 FEET TO A FOUND CAPPED 5/8" REBAR (BLOOMSTER LB 6018) AND POINT OF BEGINNING; THENCE NORTH 01°14'39" EAST ALONG THE WEST LINE OF THE SE1/4 OF SE1/4 OF SW1/4 OF SECTION 7 A DISTANCE OF 610.16' TO A FOUND CAPPED 5/8" REBAR (BLOOMSTER LB 6018); THENCE NORTH 89°50'09" EAST A DISTANCE OF 20.00'; THENCE, ALONG A LINE PARALLEL WITH AND DISTANT 20.00 FEET EASTERLY OF SAID WEST LINE OF SE1/4 OF SW 1/4 OF SAID SECTION 17, ALSO BEING THE EAST EXISTING RIGHT-OF-WAY LINE OF S 37TH STREET, AS MEASURED AT A RIGHT ANGLE TO SAID LINE, THENCE SOUTH 01°14'39" WEST A DISTANCE OF 610.26'; THENCE NORTH 89°52'31" WEST, ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL A DISTANCE OF 20.00' TO THE POINT OF BEGINNING.
CONTAINING 0.280 ACRES OR 12,203.25 SQUARE FEET, MORE OR LESS.

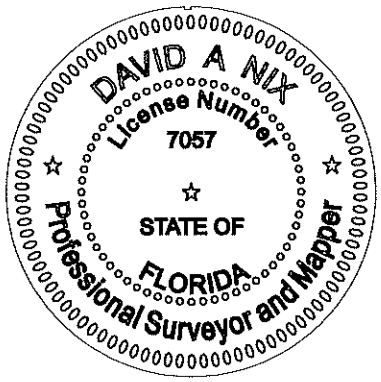
SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:

1. This drawing, sketch, plat or map is for informational purposes only and is not valid without the original signature and seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
2. The Lands, Easements, and Rights-of-Ways of record shown heron were abstracted by Fidelity National Title Insurance Company commitment# 6916248 with an effective date of April 6, 2021 at 5:00 PM. No search of public records has been performed by this office; It is possible that there are deeds of record, unrecorded deeds, easements, restrictions or other instruments which could affect the subject property which are unknown to to the signing surveyor and are not shown on this sketch.
3. Data shown hereon was compiled from other instruments of record and does not constitute a field survey.
4. Bearings are based on the West line of the subject property, being the existing Easterly right-of-way line of the S 37th Street. Said Westerly boundary having a bearing of N01°14'39"E, based on grid north for Florida coordinate system, East Zone, NAD83.
Convergence Angle=0°17'37"
5. Distances shown on plat are units ground measurements.
6. Blew & Associates P.A.'S certificate of authorization No. LB8173 is issued by the Florida Department of Agriculture and Consumer Services.
7. Warranty Deed Book 4620, Page 364 was used as a reference document for the purposes of establishing the boundary.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors And Mappers in Rule 5J-17.050 through 5J-17.052, Florida Administrative Code. Pursuant to chapter 472.027, Florida Statutes.



DAVID A. NIX
PROFESSIONAL SURVEYOR AND MAPPER LS7057
STATE OF FLORIDA
DATE OF PLAT OR MAP: 8/3/2021
DATE OF LAST REVISION: 9/7/2021

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

Surveyor Reference Number: 19-1211
Certificate of Authorization № LB8173
- 3825 N. Shiloh Drive
- Fayetteville, Arkansas 72703
- 479.443.4506 Office
- 479.582.1883 Fax

THIS IS NOT A SURVEY

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

EXHIBIT "A" -2

FOUND 5/8" REBAR
BLOOMSTER LB 6018

FOUND 5/8" REBAR
BLOOMSTER LB 6018

L1

SOUTH LINE OF NW 1/4 OF SW 1/4 OF SAID SEC. 17

20' RIGHT-OF-WAY DEDICATION

S 37TH ST
(30' EXISTING ROW)
(80' ULTIMATE ROW)

BASIS OF BEARING
N 01°14'39" E 610.16'(M)

S 01°14'39" W 610.16'(M)

WEST LINE OF SE 1/4 OF SW 1/4 OF SEC. 17

R/W

LEGEND:

(M)	MEASURED/CALCULATED DIMENSION
(R)	RECORD DIMENSION
(C)	CALC.
R/W	RIGHT-OF-WAY
N/F	NOW OR FORMERLY
ROW	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

SECTION CORNER
SET MONUMENT AS NOTED
FOUND MONUMENT AS NOTED
COMPUTED POINT
PROPERTY LINE
DEDICATED ROW LINE
EXISTING ROW LINE

100 MISTY LANE, FT. PIERCE
ST. LUCIE COUNTY, FLORIDA
APN: 2417-342-0006-000-9
SE 1/4 OF SW 1/4 OF SECTION 17,
TOWNSHIP 35 SOUTH, RANGE 40 EAST
O.R.B. 4620, PG. 364

LINE	BEARING	DISTANCE
L1(M)	N 89°50'09" E	20.00'
L2(M)	N 89°52'31" W	20.00'

N/F
CUMBERLAND FARMS INC
165 FLANDERS RD
WESTBOROUGH, MA
01581-1032
APN:2417-343-0005-000-5

NORTH R/W OF ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7
R/W
N 89°53'27" E 1321.14'(R)

L2

P.O.B.
FOUND 5/8" REBAR
BLOOMSTER LB 6018
N. ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7

WEST LINE OF SW 1/4 OF SAID SEC. 17
N 01°20'41" E 49.52'(R)

POC
S.W. CORNER OF SEC. 17
T-35-S, R-40-E

VIRGINIA AVE
(120' EXISTING ROW)

SCALE: 1" = 100'

0 100 200 300

LEGEND:
SEC. 17 SECTION 17
T-35-S TOWNSHIP 35 SOUTH
R-40-E RANGE 40 EAST

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
Surveyor Reference Number: 21-3514.01
Certificate of Authorization № LB8173
• 3825 N. Shiloh Drive
• Fayetteville, Arkansas 72703
• 479.443.4506 Office
• 479.582.1883 Fax

EXHIBIT "A"-3

St. Lucie County
Project No._____()

DESCRIPTION: RIGHT-OF-WAY DEDICATION

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COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE RUN NORTH 01°20'41" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7; THENCE RUN NORTH 89°53'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1321.14 FEET TO A FOUND CAPPED 5/8" REBAR (BLOOMSTER LB 6018); THENCE SOUTH 88°45'21" EAST A DISTANCE OF 20.00'; THENCE NORTH 89°52'31" EAST A DISTANCE OF 604.65'; THENCE NORTH 01°57'50" WEST A DISTANCE OF 214.18' TO THE POINT OF BEGINNING; THENCE SOUTH 89°50'09" WEST A DISTANCE OF 5.00'; THENCE NORTH 01°31'35" WEST A DISTANCE OF 684.80'; THENCE NORTH 81°55'45" EAST A DISTANCE OF 5.03' TO A FOUND 1/2" REBAR; THENCE S 01°31'35" E ALONG THE LINE PARALLEL WITH AND DISTANT 5.00 FEET WESTERLY OF EXISTING WEST RIGHT-OF-WAY LINE OF S 35TH STREET, MEASURED AT A RIGHT ANGLE TO SAID WESTERLY RIGHT-OF-WAY LINE, THENCE A DISTANCE OF 685.49' TO THE POINT OF BEGINNING.
CONTAINING 0.079 ACRES OR 3,426 SQUARE FEET, MORE OR LESS.

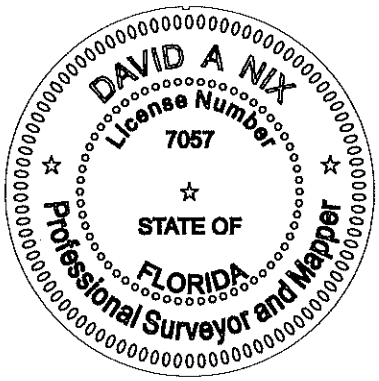
SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

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Convergence Angle=0°17'37"
5. Distances shown on plat are units ground measurements.
6. Blew & Associates P.A.'S certificate of authorization No. LB8173 is issued by the Florida Department of Agriculture and Consumer Services.
7. Warranty Deed Book 4620, Page 364 was used as a reference document for the purposes of establishing the boundary.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors And Mappers in Rule 5J-17.050 through 5J-17.052, Florida Administrative Code. Pursuant to chapter 472.027, Florida Statutes.



DAVID A. NIX
PROFESSIONAL SURVEYOR AND MAPPER LS7057
STATE OF FLORIDA
DATE OF PLAT OR MAP: 8/3/2021
DATE OF LAST REVISION: 9/7/2021

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

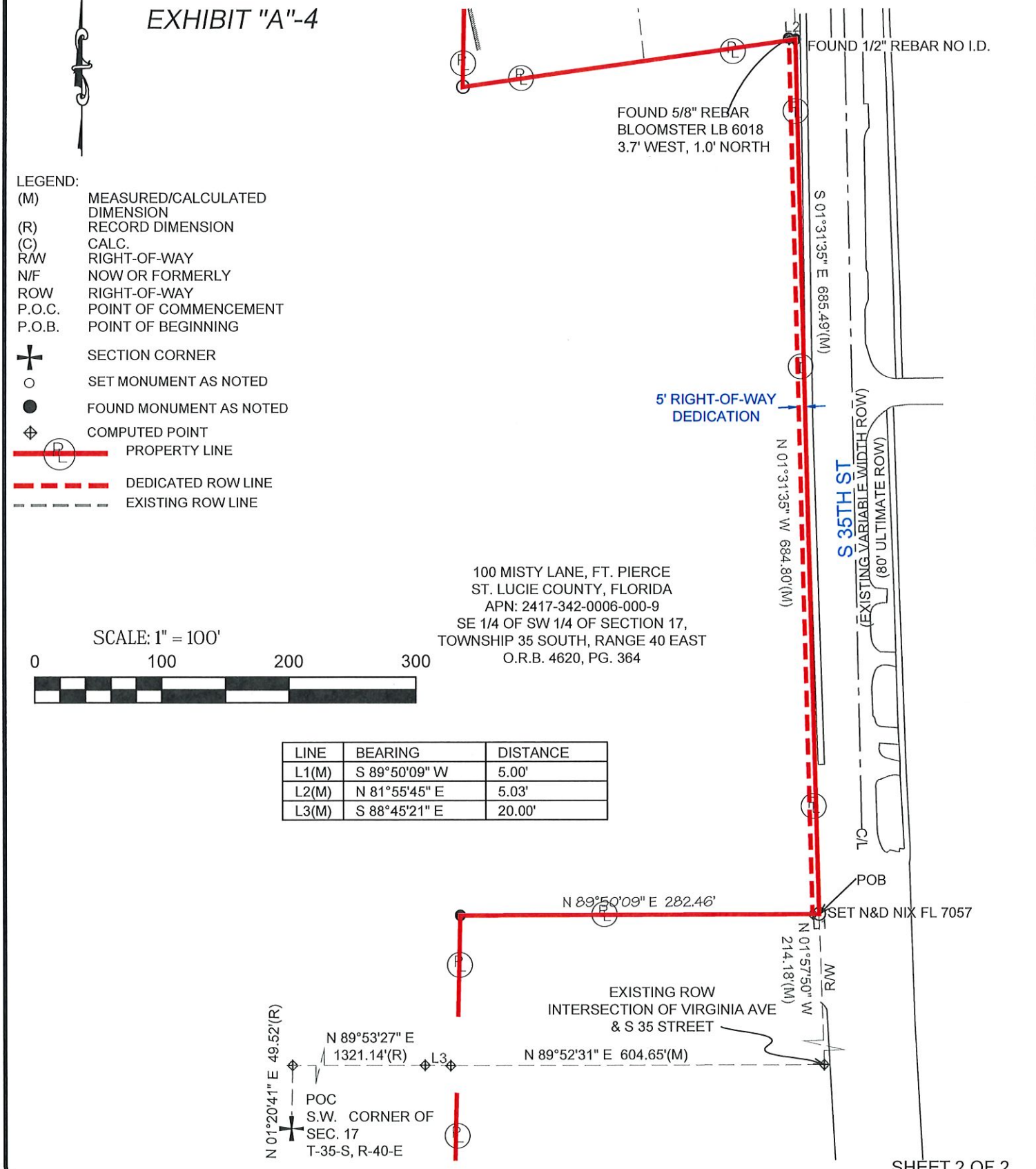
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

Surveyor Reference Number: 19-1211
Certificate of Authorization № LB8173
- 3825 N. Shiloh Drive
- Fayetteville, Arkansas 72703
- 479.443.4506 Office
- 479.582.1883 Fax

THIS IS NOT A SURVEY

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

EXHIBIT "A"-4



LEGEND:

(M)	MEASURED/CALCULATED DIMENSION
(R)	RECORD DIMENSION
(C)	CALC.
R/W	RIGHT-OF-WAY
N/F	NOW OR FORMERLY
ROW	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
	SECTION CORNER
○	SET MONUMENT AS NOTED
●	FOUND MONUMENT AS NOTED
	COMPUTED POINT
	PROPERTY LINE
	DEDICATED ROW LINE
	EXISTING ROW LINE

100 MISTY LANE, FT. PIERCE
ST. LUCIE COUNTY, FLORIDA
APN: 2417-342-0006-000-9
SE 1/4 OF SW 1/4 OF SECTION 17,
TOWNSHIP 35 SOUTH, RANGE 40 EAST
O.R.B. 4620, PG. 364

SCALE: 1" = 100'

0 100 200 300

LINE	BEARING	DISTANCE
L1(M)	S 89°50'09" W	5.00'
L2(M)	N 81°55'45" E	5.03'
L3(M)	S 88°45'21" E	20.00'

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4691623 OR BOOK 4400 PAGE 2911, Recorded 03/25/2020 03:42:57 PM

Prepared by and Return to:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
(772) 464-7700

UNITY OF TITLE

BY THESE PRESENTS, CONE & GRAHAM, INC., a Florida corporation, hereinafter referred to as "Owner(s)", for other good and valuable considerations, hereby agrees to restrict the use of lands more particularly described in **Exhibit "A"** attached hereto in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirely as one plot or parcel of land.

2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the City Commission for the City of Fort Pierce, Florida.

3. The undersigned further agrees that this instrument shall be recorded in the Public Records of St. Lucie County, Florida.

WITNESSES

Connie Brown DeWitt
Print Name: Connie Brown DeWitt

Dorothy B. White
Print Name: Dorothy B. White

OWNER(S):

CONE & GRAHAM, INC., a Florida corporation

By: _____
Print Name: David Tozlosky
Its: VP

Address:
5101 Cone Road
Tampa, FL 33610

STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY CERTIFY that the foregoing instrument was acknowledge before me by means of [X] physical presence or [ ] online notarization on this 20th day of March, 2020, by David Tozlosky, as Vice President, of CONE & GRAHAM, INC., a Florida corporation. He or she is [X] personally known to me or [ ] has produced N/A as identification

[Affix notary seal]

MICHELLE PUDDER
MY COMMISSION # GG 171053
EXPIRES: April 25, 2022
Bonded Thru Notary Public Underwriters

Michelle Pudder
Print Name: Michelle Pudder
Notary Public, State of Florida
Commission No. GG 171053
My Commission Expires: 4/25/2022

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 01°24'30" WEST A DISTANCE OF 609.76 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 7; THENCE SOUTH 89°57'38" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.31 FEET; THENCE NORTH 01°22'59" EAST A DISTANCE OF 213.93 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1 ACRE OF THE NORTH 3 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE SOUTH 90°00'00" EAST ALONG SAID LINE A DISTANCE OF 282.46 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH 35TH STREET; THENCE NORTH 01°49'04" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 686.68 FEET; THENCE SOUTH 81°42'00" WEST A DISTANCE OF 259.24 FEET; THENCE NORTH 01°03'00" EAST A DISTANCE OF 218.61 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF OKEECHOBEE ROAD; THENCE SOUTH 50°55'41" WEST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 218.83 FEET; THENCE SOUTH 01°24'30" WEST A DISTANCE OF 333.32 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID SOUTH LINE NORTH 90°00'00" WEST, A DISTANCE OF 150 FEET TO THE POINT AND PLACE OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, RUN THENCE EAST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 260 FEET; THENCE RUN NORTH 01°03'00" EAST, 319.10 FEET; THENCE NORTH 14°03'00" WEST, A DISTANCE OF 86.75 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD; THENCE NORTH 50°55'41" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 107.80 FEET; THENCE SOUTH 01°03'00" WEST, A DISTANCE OF 140.45 FEET TO A POINT ON THE EXTERIOR EDGE OF A 1 STORY ALUMINUM BUILDING; (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE CONTINUE SOUTH 77°35'07" WEST, ALONG SAID EXTERIOR EDGE, A DISTANCE OF 1.42 FEET; THENCE CONTINUE SOUTH 12°24'53" EAST, ALONG SAID EXTERIOR EDGE, A DISTANCE OF 5.94 FEET; THENCE NORTH 01°03'00" EAST, A DISTANCE OF 6.11 FEET TO THE POINT TO BEGINNING. AS CONVEYED PURSUANT TO THAT QUIT CLAIM DEED RECORDED IN O.R. BOOK 2670, PAGE 2204, PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 10.31 ACRES, MORE OR LESS.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Vennis Gilmore, Senior Planner

FROM: Tanya Earley, City Attorney TNE

RE: 100 MISTY LANE
Parcel ID: 2417-342-0006-9

RLS File: No. 21-259

DATE: October 15, 2021

I have reviewed your request for legal services related to the drafting and processing of a partial release of unity of title for the above property.

In the past, either an attorney for the property owner or a title company of the owner's choosing has drafted the release. The document is then sent to the City Attorney's Office for approval as to "form and correctness." The release then goes before the City Commission for their approval. Assuming approval is granted, the City executes the document. The owner then records the executed release with the Clerk of St. Lucie County.

If I can be of further assistance, please call or email.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Jennifer Hofmeister-Drew, AICP, LCAM, Planning Director
Linda Cox, City Clerk

City Commission Regular Meeting - 4:30 pm **11. c.**

Meeting Date: 05/16/2022

Re: Approval to enter into a two-year agreement with Flock Safety for 26 License Plate Readers, Sole Source Purchase

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

---

SUBJECT:

Approval to enter into a two-year agreement with Flock Safety for 26 License Plate Readers in an amount not to exceed $146,100.00.

SUMMARY:

The Department is requesting approval to enter into a two-year agreement with Flock Safety to provide 26 Automatic License Plate Readers (LPR) not to exceed $146,100.00.

Flock LPR Cameras capture vehicle details needed to track leads and solve crime. The technology allows officers to search by vehicle make, color, type, license plate, state of the license plate, missing plate, covered plate, paper plate, and unique vehicle details like roof racks, and bumper stickers. Officers will also receive real-time alerts, to their browser and cell phone, of any vehicle that passes a Flock camera that is listed as a wanted vehicle or person. For example, Amber Alerts, wanted fugitives, crime vehicles and stolen vehicle alerts will be sent to officers within seconds of the vehicle passing the camera. Additionally, the Department will have access to approximately 150 Flock Automatic License Plate Readers in our surrounding area.

Included in the agreement:

- All installation, maintenance, and warranty for the life of the contract.
- All cellular data cloud storage of data and software.
- Flock Safety Advanced Searched for in-depth investigative tools.

Flock Safety is a Sole Source Purchase, as the Flock License Plate Readers are Proprietary and only offered through Flock Safety, Sole Source Letter is attached.

The funding for the project will come from the Restricted Clean and Safe Initiative Fund.

RECOMMENDATION:

To approve the purchase.

ALTERNATIVES:

To deny the purchase which would negatively impact the Department effectiveness.

RESPONSIBLE STAFF:

Lieutenant Jason Braun

COORDINATED WITH:

Lieutenant Jason Braun, Melisa Alexander, Alfonso Fernandez

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: FY22
Account: 101-3002-521-6440
Amount: $146,100.00
FISCAL IMPACT:
The funding for the project will come from the Restricted Clean and Safe Initiative Fund.

Attachments

Flock Contract
Flock Sole Source
Flock LPR Information

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/10/2022 10:29 AM
City Manager	Nick Mimms	05/11/2022 02:42 PM
Form Started By: Jason Braun		Started On: 05/02/2022 01:00 PM
Final Approval Date: 05/11/2022		

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: FL - Fort Pierce PD **Legal Entity Name:**	**Contact Name:** Jason Braun
Address: 920 S Us Highway 1 Fort Pierce, Florida 34950	**Phone:** (772) 467-6800 **E-Mail:** jbraun@fppd.org
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 24 months **Renewal Term:** 24 months	**Billing Term:** Bi-annually (every 2 years) payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Flock Falcon Camera	$2,500.00	26.00	$65,000.00
Professional Services - Falcon, Standard Implementation	$350.00	26.00	$9,100.00
Flock Safety Advanced Search 25-49 Falcons	$3,500.00	1.00	$3,500.00

(Includes one-time fees)

Year 1 Total $77,600.00

Recurring Total: $68,500.00

Special terms:

• **Product Total for 24 months - $146,100.00 Standard billing considerations: Biennial invoice with Net 14/30 days for payment; Invoice the full 24 months upon signing/validation complete; Tax exempt status**

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: FL - Fort Pierce PD**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the order form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software

1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.

1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.

1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency 's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service

providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any

suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations*.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered

drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary

Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees***") as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-

five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term*.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine

not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL

KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in

connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that

all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms

of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:
    - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
    - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
    - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
    - Utilizes motion capture to start and stop recording without the need for a reflective plate
    - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
    - On device machine processing to limit LTE bandwidth consumption
    - Cloud storage of footage

- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:
   - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
   - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
   - Privacy controls to enable certain vehicles to “opt-out” of being captured

4. Integrated Audio & Gunshot Detection:
   - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Partnerships:
   - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
   - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
   - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

6. Warranty & Service:
   - Lifetime maintenance and support included in subscription price
   - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
   - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

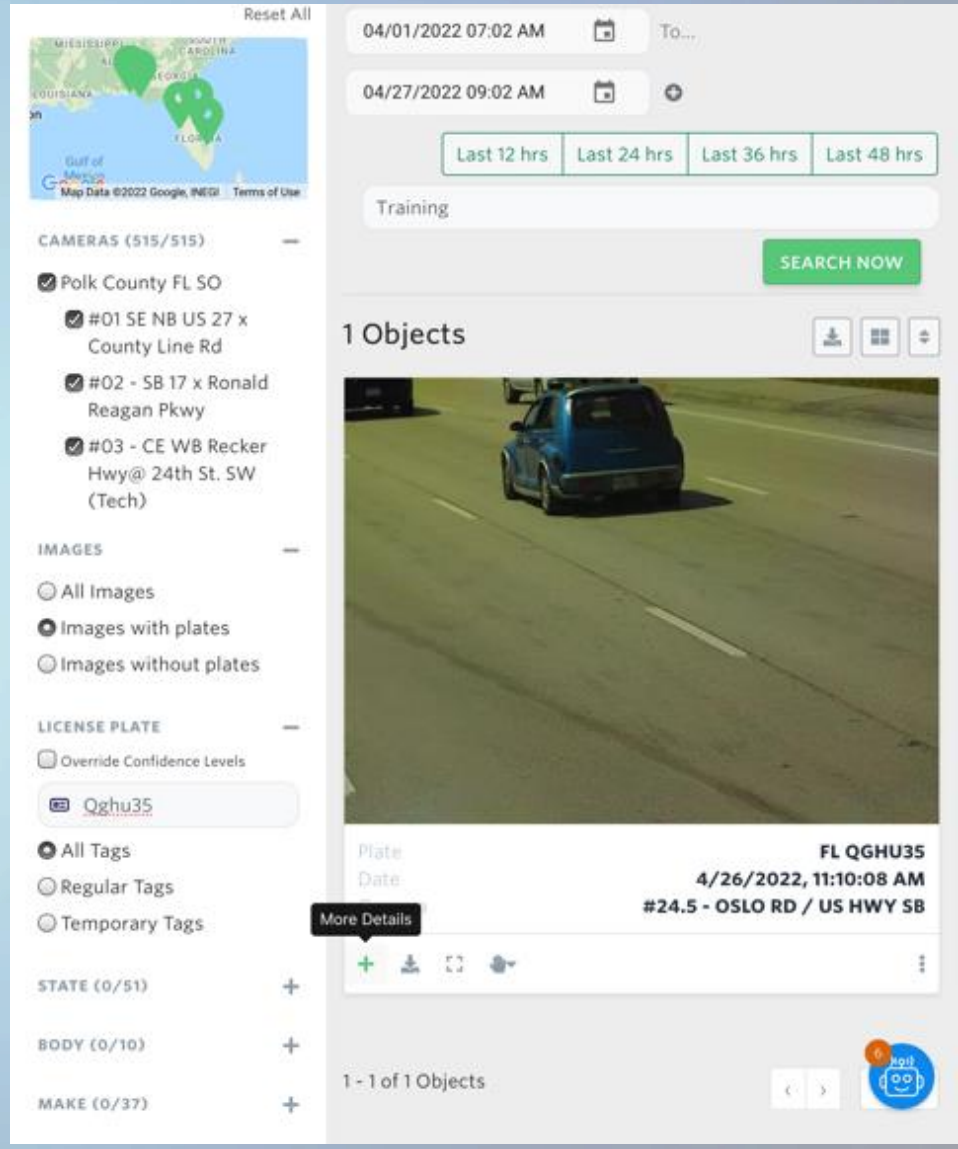
Flock Safety

Automatic License Plate Readers

According to the International Association of Chiefs of Police, upwards of 70% of crime involves the use of a vehicle.

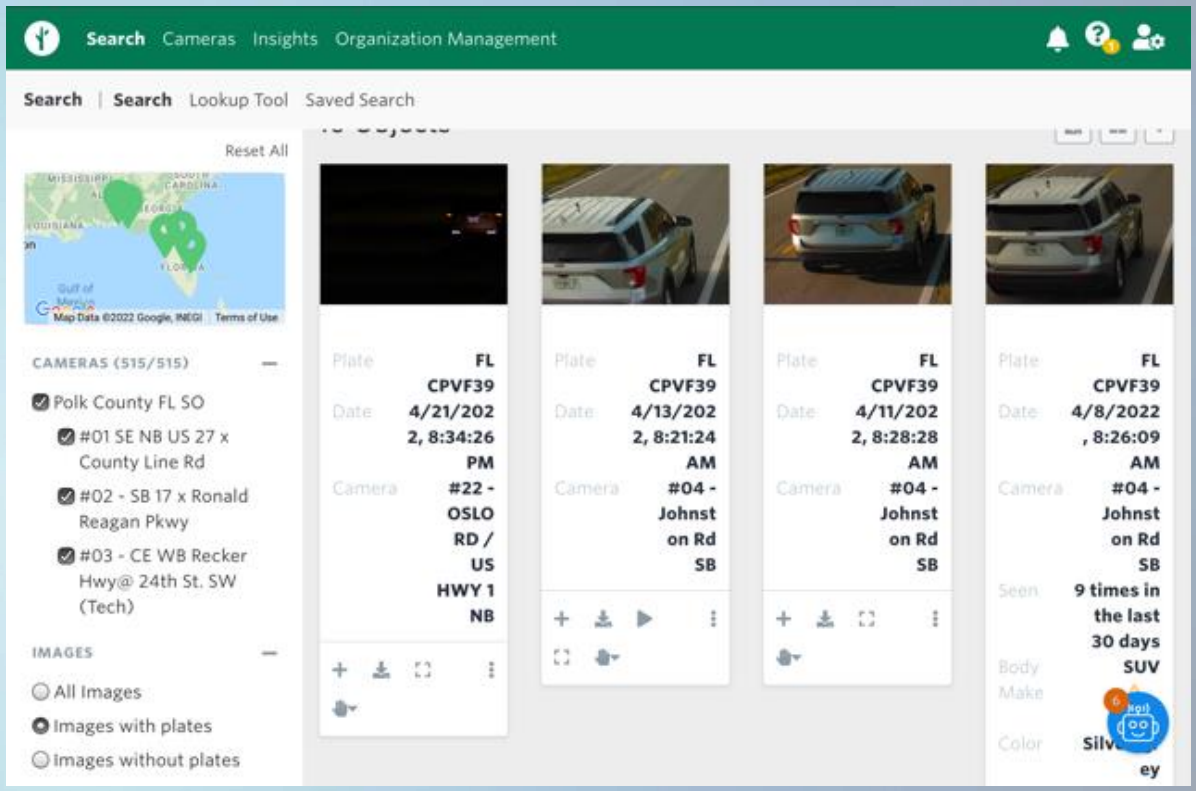
1508 Ponce De Leon, Home Invasion

- 4/26/2022
- 3 unknown masked suspects forced their way into the residence via the front door, pointed a firearm at a 20 year old victim, and stole the family safe containing six thousand dollars.
- The unknown suspects then fled the area in a blue vehicle. A witness (City Employee) was in the area and provided the possible first three characters of the vehicle license tag.
- Detectives entered the partial license tag in Flock Safety, and identified the attached vehicle. Within two hours, Detectives and Officers located the suspect vehicle abandoned in the 2100 block of Ave D.
- The owner of the vehicle was contacted and confirmed his/her vehicle was borrowed by a family member who was in Indian River County earlier in the day, which was confirmed through Flock Safety.



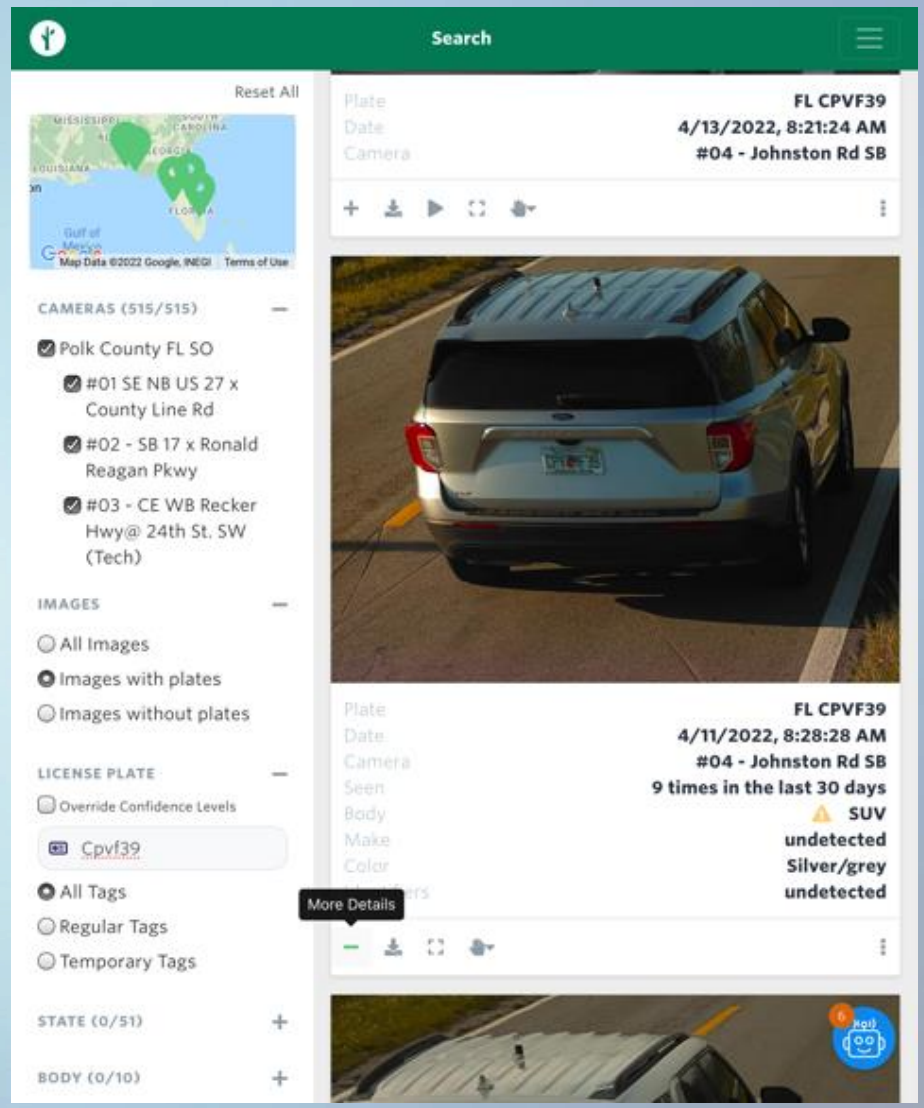
Flock Safety License Plate Readers (LPRs)

- LPR Cameras capture vehicle details.
- Search by vehicle make, color, type, license plate, state of the license plate, missing plate, covered plate, paper plate, and unique vehicle details like roof racks, bumper stickers



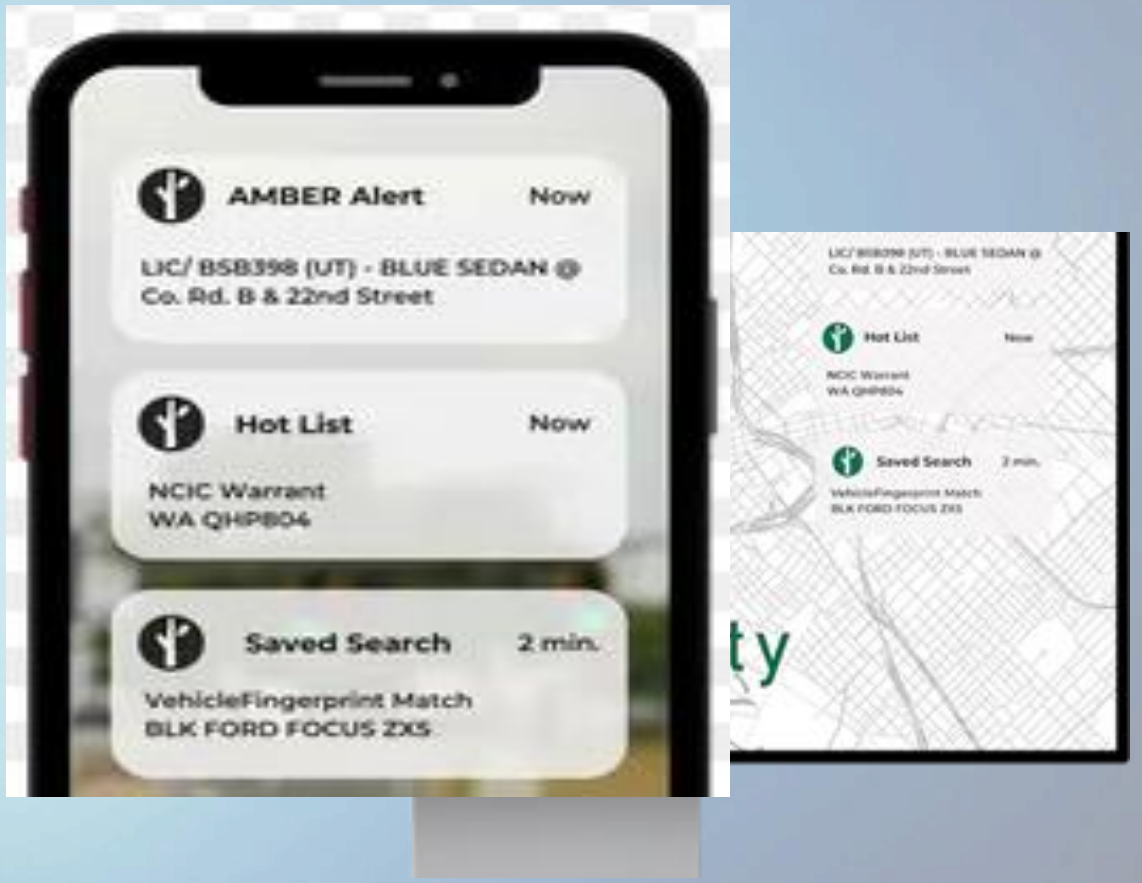
Flock Safety License Plate Readers (LPRs)

- Database information and images are available to be searched for 30 days.
- Save information to Axon's Evidence.com for digital evidence storage for criminal cases.



Flock Safety License Plate Readers (LPRs)

- Officers will receive real time alerts, to their browser and cell phone.
- Amber Alerts, wanted fugitives, crime vehicles and stolen vehicles pass a camera.
- Alerts will be sent to all officers with the location, vehicle picture and reason for the alert.



Flock Safety License Plate Readers (LPRs)

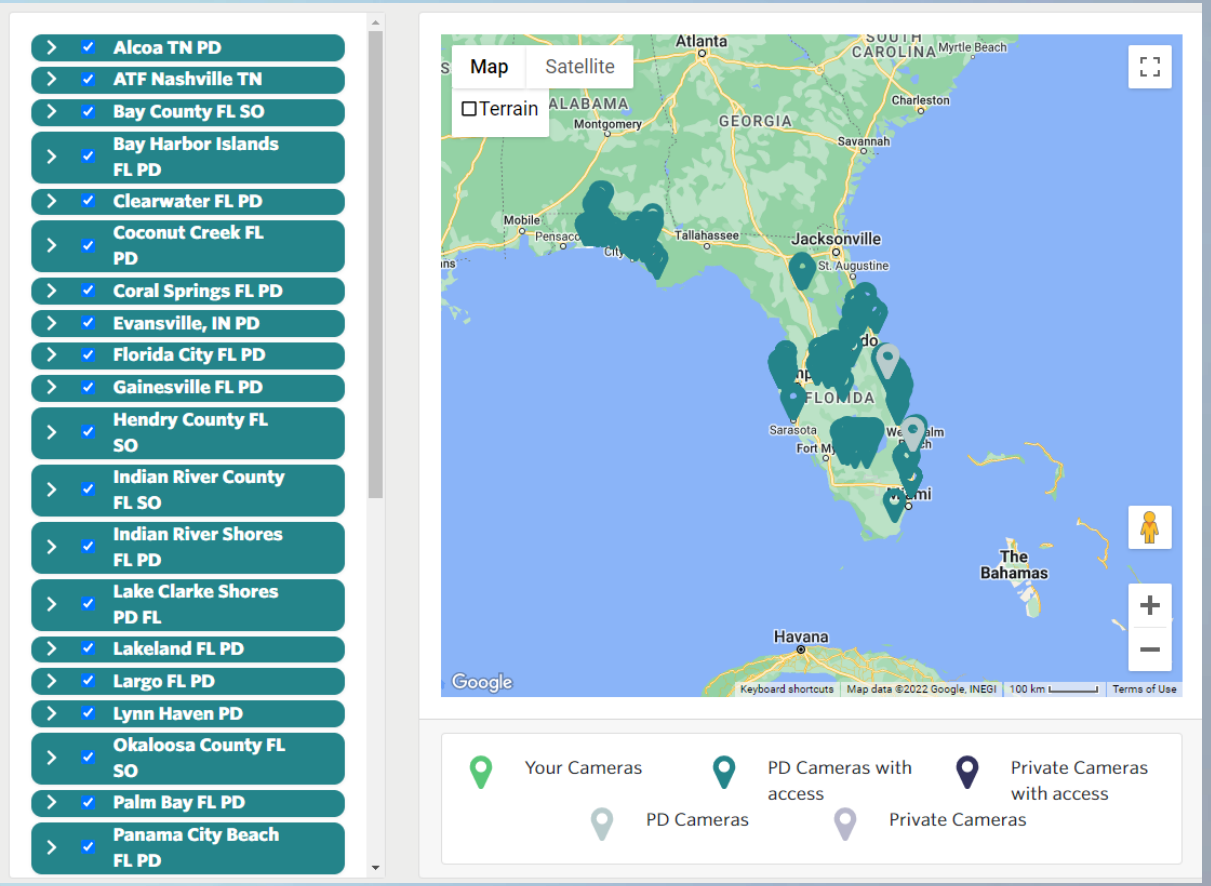
- Flock cameras are self-contained and do not need to be supported by or connected to infrastructure.
- Each camera is solar powered and communicates data via an included cellular data plan.
- Can be mounter on its own pole, or mounter to an existing pole with a mounting clamp.





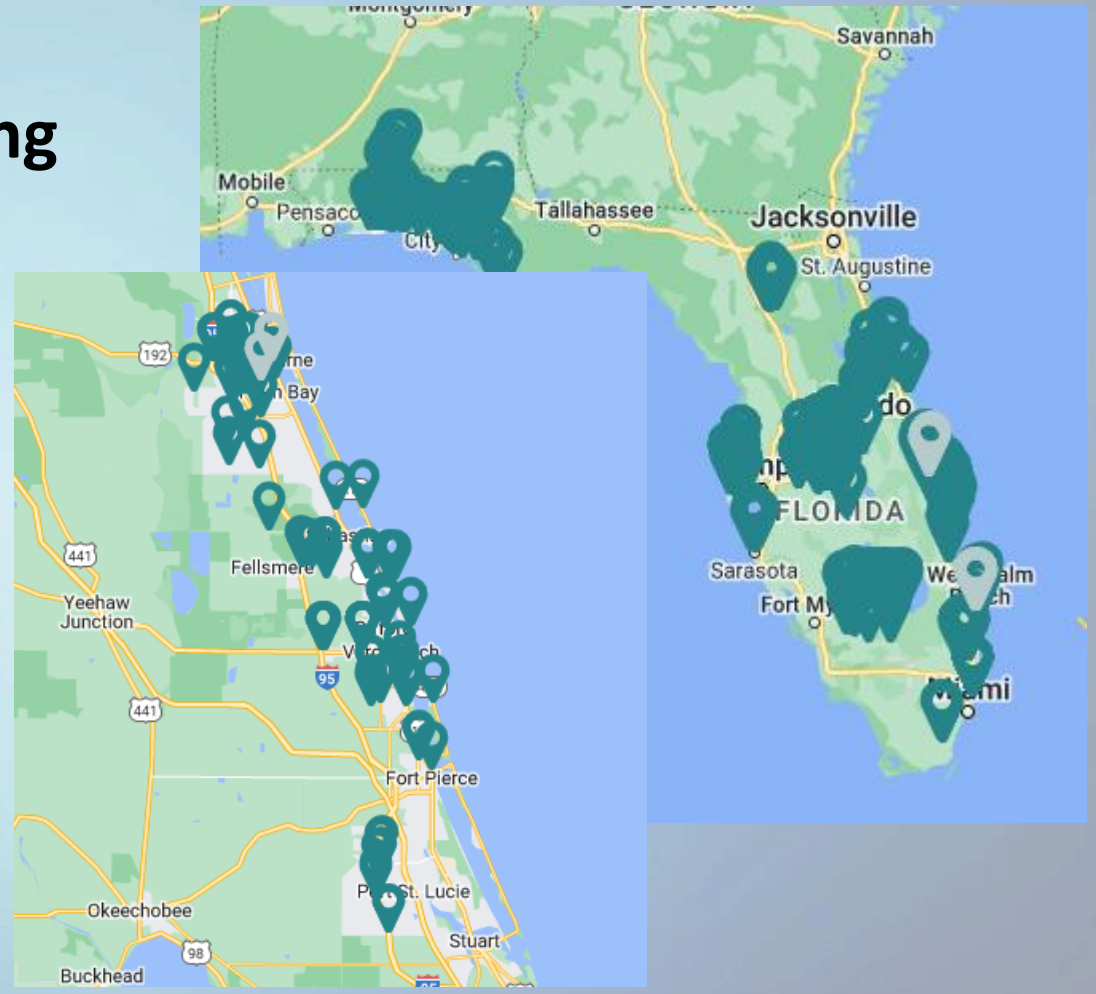
Flock Safety License Plate Readers (LPRs)

- Agencies on the Flock network share their data with Fort Pierce and we would be sharing our data with them.
- we currently have “searchable access” to all of Indian River County’s cameras, Saint Lucie County’s cameras and Port St. Lucie’s Cameras and many more.



Flock Safety License Plate Readers (LPRs)

- There are approximately 150 Flock LPRs in use or in the process of being installed by surrounding agencies.



Flock Safety License Plate Readers (LPRs)

- **Pricing for Flock LPRs are –**
  - **$2,500.00 per year for each camera.**
  - **$350.00 one-time, implementation “set-up” fee.**
  - **Can have a multi year contract.**
- **Includes all software, cloud storage, installation, maintenance and repair by Flock Safety personnel.**
- **No additional expense for data, repairs, or installation.**

City Commission Regular Meeting - 4:30 pm **11. d.**

Meeting Date: 05/16/2022

Re: PBA NEGOTIATIONS SERGEANTS' AND LIEUTENANTS' CONTRACT

Submitted For: Kevin Browning, Human Resources Manager, Human Resources

SUBJECT:

Approval of the Collective Bargaining Agreement between the City of Fort Pierce and the Coastal Florida Police Benevolent Association for the Sergeants' and Lieutenants' Unit for the period of October 1, 2021 through September 30, 2024.

SUMMARY:

Attached is the PBA Sergeants' and Lieutenant's Contract for approval. The Sergeants and Lieutenants will receive 5% and a step increase.

RECOMMENDATION:

Approval is recommended.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission

RESPONSIBLE STAFF:

Chief Diane Hobley Burney
Deputy Chief Robert Ridle

COORDINATED WITH:

PBA

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2022

Amount: $385K

OTHER INFORMATION:

$385,000 is currently budgeted for this fiscal year and the remaining balance is coming from the Fund Balance and the American Rescue Funds.

Attachments

PBA SERGEANTS' AND LIEUTENANTS' CONTRACT

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	05/10/2022 08:57 AM

Finance Department	Johnna Morris	05/10/2022 10:23 AM
City Manager	Nick Mimms	05/11/2022 03:59 PM
Form Started By: Kevin Browning		Started On: 05/04/2022 05:08 PM
Final Approval Date: 05/11/2022		

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(Sergeants' and Lieutenants' Unit)

OCTOBER 1, 2021to SEPTEMBER 30, 2024

DRAFT

Contract Ratified: __/__/202_
City Commission Approval: __/__/202_

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ARTICLE 1
PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY"**, and, COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATIONS hereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1349.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

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ARTICLE 2
RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification #1349, as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Sergeant, Lieutenant, member and employee shall be synonymous.

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ARTICLE 3
SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

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ARTICLE 4
EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

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ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 6.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the City determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 and Article 11 will continue in case of emergency.

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ARTICLE 6
NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/ procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including, termination.

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ARTICLE 7
BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum seven (7) days in advance of posting the notice. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOICATION will submit ASSOCIATION notices to the Chief of Police or designee, for approval at a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.4

The Chief of Police, or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

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ARTICLE 8
NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

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ARTICLE 9
WORKING OUT OF CLASSIFICATION

SECTION 9.1

A Sergeant may be required to work in a higher classification as a Lieutenant on a temporary or emergency basis. If the employee works for thirty-three (33) hours or less, he or she will receive no incentive pay. If the employee is required to perform the duties for a period of thirty-four (34) to eighty (80) hours, the employee shall receive a stipend of four hundred twenty dollars ($420.00) per calendar month. If the employee is required to perform the duties for a period exceeding eighty (80) hours, the employee shall receive a stipend of five hundred dollars ($500.00) per calendar month. If the acting position exceeds six (6) months, the stipend will increase by one hundred dollars ($100.00) for a total of six hundred dollars ($600.00) per calendar month.

SECTION 9.2

An employee who temporarily performs work in a lower classification different from his or her normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

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ARTICLE 10
WORK RULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions require flexible working hours. The seven (7) day notice may be waived if the employee agrees or under exigent circumstances.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended if exigent circumstances continue to exist.

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ARTICLE 11
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a fourteen (14) day pay period, with the exception of items covered in Article 11, Section 11.8.

SECTION 11.2

The CITY shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 11.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day pay period.

SECTION 11.4 – RECALL

Any employee who is recalled to duty after having left for the day, or a regularly scheduled day off, vacation day, compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of two and one half (2 ½) hours work paid at the overtime rate.

SECTION 11.5 –COURT TIME

If an employee attends court during off-duty time, compensation will be at the overtime rate for all hours over eighty (80) hours in a pay period, at a minimum of two and one-half (2 ½) hours.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited at a minimum of two and one half (2 ½) hours.

All private checks issued to officers will be turned into Fiscal Management.

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SECTION 11 (Continued)

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - CLOTHING ALLOWANCE

Employees required to wear plain clothes for their assignment shall receive an allowance of one hundred-twenty dollars ($120.00) per month while assigned.

SECTION 11.8 - COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

A request to use compensatory time shall be approved within a "reasonable period" after submission of the request, if such use does not, as determined by the Chief or designee, "unduly disrupt" the operations of the agency. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

SECTION 11.9 – K-9 OFFICER COMPENSATION

Employees assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine

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SECTION 11 (Continued)

care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that employees assigned to K-9 duty shall receive a stipend of four hundred fifty dollars ($450) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

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ARTICLE 12
DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of this Agreement, shall be settled in the following manner:

A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the alleged misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor and appropriate rank as listed below. The grievance shall be signed by the aggrieved employee and, if applicable, the ASSOCIATION Representative and it shall state the following:

    1. Article violated and date of occurrence;
    2. A concise statement of the facts to support the grievance; and,
    3. Remedy or correction requested.

    Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) days from the date the grievance was presented to him/her. Although responses at Steps 1-3 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step process and grievance response.

B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift/Division Commander. The Shift/Division Commander shall discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.

C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift/Division Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police or Major of the aggrieved employee. The Deputy Chief of Police or Major shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Deputy Chief or Major's decision or failure to respond as provided in Step 3,

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the employee shall submit the written grievance to the Chief of Police or approved designee. The Chief of Police or approved designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days following the receipt of the Chief of Police or approved designee's decision or failure to respond as provided in Step 4, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

F. Step 6 – If the grievance is not resolved in Step 5; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 5, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

G. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

H. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

I. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

J. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

K. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

L. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

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SECTION 12 (Continued)

M. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties, the parties may submit written closing arguments.

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ARTICLE 13
SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at the current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The employee will pay the approved vendor directly for the cost of the optional upgrade.

SECTION 13.4

Once a member provides notification to the City from a qualified physician of the member's pregnancy, and the need for restricted duty, upon request, the City shall make every effort to place the member on an administrative assignment.

SECTION 13.5

The City agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

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ARTICLE 14
SENIORITY

SECTION 14.1 – CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2 – DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department as a sworn Law Enforcement Officer.

SECTION 14.3 – CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the City, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest rank seniority and if the rank seniority is the same, departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

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ARTICLE 15
REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, shall be accomplished in the following manner:

A. Lay-off shall be by classification within the Department.

Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, classification, and Departmental seniority.

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his or her qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

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ARTICLE 16
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police or designee shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Lieutenant's eligibility requirements:

- Have a minimum of one (1) year of experience with the Fort Pierce Police Department in the capacity of a sergeant; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Lieutenants – The eligibility list shall be comprised of all Sergeants with a passing score of seventy (70) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

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ARTICLE 17
INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full-time sworn employees.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

D. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2022. If a committee is established, the CITY shall provide the PBA with the opportunity to appoint a member to serve on this committee.

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ARTICLE 18
CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union; Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

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ARTICLE 19
UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases, which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor. The pay will be taken from the Association Time Pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights interviews, presenting and adjusting grievances or disputes. Solicitation of membership shall not he engaged during working hours. No general ASSOCIATION Membership meeting shall be held on CITY time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (taken from the Association Time Pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

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SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The City and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the City an Association Time Pool Authorization Form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty eight (48) hours. Association Time Pool hours may be drawn at the written discretion of the Association President or his designee in increments of at least one (1) hour.

Charges against the Association Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attended public budget hearings, City Commission Hearings, or resolution of impasse hearings before the City Commission. The Association Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Association Time Pool shall be handled in the same manner as vacation requests. The ASSOCIATION and City agree that this Association Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or designee. Should the Association Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The City agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year. The ASSOCIATION will provide the proper form for the time transfer.

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ARTICLE 21
SPECIALIZED UNITS

SECTION 21.1

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred twenty dollars ($320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental, inter-Departmental, and other trainings as designated by the Chief of Police, or designee.

SECTION 21.2

The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred twenty dollars ($320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month while on duty. Personnel assigned to the Training Division are precluded from receiving this allowance.

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ARTICLE 22
DAMAGED PERSONAL PROPERTY

SECTION 22.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars ($300.00) per incident.

SECTION 22.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- $100.00 Limit: watches and non-prescription sunglasses.
- $300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 22.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

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ARTICLE 23
HOLIDAYS

SECTION 23.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 23.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 23.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 23.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (l 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

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ARTICLE 24
VACATION LEAVE

SECTION 24.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he or she shall not be compensated for any accrued leave.

SECTION 24.2 – RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	Fifteen (15) years of service and over:	160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty (360) hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum three hundred and sixty of (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will be considered forfeited and lost at the close of each fiscal year (September 30).

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SECTION 24 (Continued)

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 24.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall schedule vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employee reinstated as a result of a grievance or arbitration, are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Absences from work not covered by other types of leave provisions established by these rules.

SECTION 24.4 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

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ARTICLE 25
SICK LEAVE

SECTION 25.1 – RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of eight (8) hours per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 25.2 – REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor, Division Commander or Chief of Police or designee not less than one (1) hour prior to the time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 25.3 – USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

SECTION 25.4 –ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 25.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

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SECTION 25 (Continued)

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 25.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years or continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay; provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

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ARTICLE 26
BEREAVEMENT LEAVE

SECTION 26.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed $50.00 in US funds (including tax and shipping).

SECTION 26.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

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ARTICLE 27
DRUG AND ALCOHOL TESTING

SECTION 27.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY'S need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined who volunteers that he or she has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the Department's approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 27.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 27.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. * The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein, shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 27.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty or off-duty accident when driving a City vehicle, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological

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SECTION 27 (Continued)

or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimens will be done under medical supervision, at the Employer's direction.

SECTION 27.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 27.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

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SECTION 27 (Continued)

SECTION 27.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in one (1) calendar year period.

SECTION 27.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 27.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GSIMS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 27.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in subsection 9 of this Article.

SECTION 27.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought

DRAFT

SECTION 27 (Continued)

under or are related to this Article, the Employer or its designee *as* well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

SECTION 27.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

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ARTICLE 28
AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

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ARTICLE 29
INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officers Bill of Rights and other appropriate statutes.

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ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

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ARTICLE 31
EDUCATIONAL REIMBURSEMENT

SECTION 31.1 SERGEANTS AND LIEUTENANTS

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

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ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Sergeants and Lieutenants employed by the City who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October 1, 2012 (left for historical purposes):

1. Vesting period of five (5) years.

2. Members hired after October 1, 2012, the amount of the standard form of annuity shall not exceed 75 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October 1, 2012, exceed $100,000.00 annually.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

1. Member on or after January 1, 1980, the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation as defined in F.S. Sec. 112.65,

   A. Overtime

   1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.

   2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which

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case the parties shall meet to negotiate the same or different calculated amount.

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.

2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

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ARTICLE 33
WAGES
LIEUTENANTS AND SERGEANTS
FY2022

SECTION 33.1

For the CITY'S Fiscal Year 2022, starting on October 1, 2021:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale contains a 5% increase from the previously established pay scale.
- Members will move to their correct step as provided in Table 2
- The pay provisions for Fiscal Year 2022 will be retroactive to October 1, 2021.

For each subsequent Fiscal Year, Members will be placed into the next higher step upon their corresponding anniversary date of promotion. Any negotiated percentage increase or salary increase shall be applied to the entire step plan. Members in step seven (7) for Lieutenants and step ten (10) for Sergeants will not receive any increase above the negotiated increase in that step.

Table 1	
Fiscal Year 2022 (Lieutenants)	
Pay Step	Annual Salary
1	91,449.75
2	93,143.40
3	94,836.00
4	96,531.75
5	98,223.30
6	99,918.00
7	101,612.70
Fiscal Year 2022 (Sergeants)	
Pay Step	Annual Salary
1	75,669.30
2	77,011.20
3	78,417.15
4	79,823.10
5	81,231.15
6	82,637.10
7	84,044.10
8	85,450.05
9	86,849.70
10	88,270.35

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Table 2	
Step as of Date of Promotion Fiscal Year 2022 (Lieutenants)	
Step	Dates of Promotion
1	October 1, 2021 / September 30, 2022
2	October 1, 2020 / September 30, 2021
3	October 1, 2019 / September 30, 2020
4	October 1, 2018 / September 30, 2019
5	October 1, 2017 / September 30, 2018
6	October 1, 2016 / September 30, 2017
7	Before September 30, 2016
Step as of Date of Promotion Fiscal Year 2022 (Sergeants)	
Step	Dates of Promotion
1	October 1, 2021 / September 30, 2022
2	October 1, 2020 / September 30, 2021
3	October 1, 2019 / September 30, 2020
4	October 1, 2018 / September 30, 2019
5	October 1, 2017 / September 30, 2018
6	October 1, 2016 / September 30, 2017
7	October 1, 2015 / September 30, 2016
8	October 1, 2014 / September 30, 2015
9	October 1, 2013 / September 30, 2014
10	Before September 30, 2013

SECTION 33.2 - HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand (3,000) dollars per year or two hundred fifty dollars (250) per month, as funding permits. Officers must verify their address and notify Human Resources of any address changes within seven (7) days.

SECTION 33.3 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies.

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ARTICLE 34
DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2021 and shall remain in force up to and including September 30, 2024.

For The City of Fort Pierce ***For The Coastal Florida Police Benevolent Association***

_____ _____

Linda Hudson Date Date
Mayor President, Local 6002

Witnessed by:

_____ _____

Linda Cox Date Date
City Clerk Vice President, Local 6002

_____ _____

Nicholas C. Mimms Date Date
City Manager Secretary, Local 6002

_____

Diane Hobley-Burney Date
Chief of Police

_____

Kevin E. Browning Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Tanya Earley, Esq. Date
City Attorney

DRAFT

City Commission Regular Meeting - 4:30 pm **11. e.**

Meeting Date: 05/16/2022

Re: Collective Bargaining Agreement with the Coastal Florida PBA

Submitted For: Kevin Browning, Human Resources Manager, Human Resources

SUBJECT:

Approval of the Collective Bargaining Agreement between the City of Fort Pierce and the Coastal Florida Police Benevolent Association for the Police Officers Unit for the period of October 1, 2021 through September 30, 2024.

SUMMARY:

The PBA Officers and the PBA Sergeants and Lieutenants contracts are ready for approval by the City Commission.
The officers receive a 5% increase plus movement up into the next appropriate step.

RECOMMENDATION:

Recommend Approval of the Contracts.

ALTERNATIVES:

The alternative is to proceed as directed by the Commission.

RESPONSIBLE STAFF:

Chief Diane Hobley Burney
Deputy Chief Robert Ridle

COORDINATED WITH:

PBA Union

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2022

Amount: $385K

OTHER INFORMATION:

$385,000 is currently budgeted in this Fiscal Year. The remaining balance will come from fund balance and the American Rescue funds.

Attachments

PBA OFFICERS' CONTRACT

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	05/10/2022 08:58 AM
Finance Department	Johnna Morris	05/10/2022 10:23 AM
City Manager	Nick Mimms	05/11/2022 02:45 PM
City Manager	Nick Mimms	05/11/2022 04:21 PM

Form Started By: Kevin Browning Started On: 05/04/2022 12:11 PM

Final Approval Date: 05/11/2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(Police Officer Unit)

October 1, 202-1 to September 30, 2024

Contract Ratified: / /202
City Commission Approval: / /202

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ARTICLE 1
PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY"**, and, COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION hereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

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ARTICLE 2
RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, member, and employee shall be synonymous.

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ARTICLE 3
SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

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ARTICLE 4
EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

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ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 6.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 and Article 11 will continue in case of emergency.

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ARTICLE 6
NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided~~,~~ however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/ procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including termination.

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ARTICLE 7
BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum of seven (7) days in advance of posting the notice. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

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ARTICLE 8
NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

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ARTICLE 9
WORKING OUT OF CLASSIFICATION

SECTION 9.1

An Officer may be required to work in a higher classification as a Sergeant on a temporary or emergency basis. If the employee works for thirty-three (33) hours or less, he or she will receive no incentive pay. If the employee is required to perform the duties for a period of thirty-four (34) to eighty (80) hours, the employee shall receive a stipend of three hundred twenty dollars ($320.00) per calendar month. If the employee is required to perform the duties for a period exceeding eighty (80) hours, the employee shall receive a stipend of four hundred dollars ($400.00) per calendar month. If the acting position exceeds six (6) months, the stipend will increase by one hundred dollars ($100.00) for a total of five hundred dollars ($500.00) per calendar month.

SECTION 9.2

An employee who temporarily performs work in a lower classification different from his or her normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

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ARTICLE 10
WORK RULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours. The seven (7) day notice may be waived if the employee agrees or under exigent circumstances.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended if exigent circumstances continue to exist.

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ARTICLE 11
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14-day pay period, with the exception of items covered in Article 11, Section 11.8.

SECTION 11.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 11.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day pay period.

SECTION 11.4 - RECALL

Any employee who is recalled to duty after having left for the day, or a regularly scheduled day off, vacation day, compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of two and one half (2 ½) hours work paid at the overtime rate.

SECTION 11.5 - COURT TIME

If an employee attends court during off-duty time, compensation will be at the overtime rate for all hours over eighty (80) hours in a pay period, at a minimum of two and one-half (2 ½) hours.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited at a minimum of two and one half (2 ½) hours.

All private checks issued to officers will be turned into Fiscal Management.

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SECTION 11 (Continued)

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - CLOTHING ALLOWANCE

Employees required to wear plain clothes for their assignment shall receive an allowance of one hundred-twenty dollars ($120.00) per month while assigned.

SECTION 11.8 – COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

A request to use compensatory time shall be approved within a "reasonable period" after submission of the request, if such use does not, as determined by the Chief or designee, "unduly disrupt" the operations of the agency. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

SECTION 11.9 – K-9 OFFICER COMPENSATION

Employees assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine

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SECTION 11 (Continued)

care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that employees assigned to K-9 duty shall receive a stipend of four hundred fifty dollars ($450) for the care and maintenance of the K-9 per month while assigned to the K-9 Unit.

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ARTICLE 12
DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of this Agreement, shall be settled in the following manner:

A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the alleged misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall be signed by the aggrieved employee and, if applicable, the ASSOCIATION Representative and it shall state the following:

   1. Article violated and date of occurrence;
   2. A concise statement of the facts to support the grievance; and,
   3. Remedy or correction requested.

   Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) days from the date the grievance was presented to him/her. Although responses at Steps 1-3 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step process and grievance response.

B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift/Division Commander. The Shift/Division Commander shall discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision within ten (10) days of receipt of the grievance.

C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift/Division Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police or Major of the aggrieved employee. The Deputy Chief of Police or Major shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Deputy Chief or Major's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the Chief of Police or approved designee.

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SECTION 12 (Continued)

The Chief of Police or approved designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days following the receipt of the Chief of Police or approved designee's decision or failure to respond as provided in Step 4, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

F. Step 6 – If the grievance is not resolved in Step 5; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 5, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

G. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

H. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

I. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

J. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

K. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

L. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

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SECTION 12 (Continued)

The parties agree that in the event of any arbitration hearing, impasse hearing, PERC hearing, or other hearing involving the parties, the parties may submit written closing arguments.

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ARTICLE 13
SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The employee will pay the approved vendor directly for the cost of the optional upgrade.

SECTION 13.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 13.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

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ARTICLE 14
SENIORITY

SECTION 14.1 – CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2 – DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department as a sworn Law Enforcement Officer.

SECTION 14.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

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ARTICLE 15
REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

A. Lay-off shall be by classification within the Department. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, classification, and Departmental seniority.

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his or her qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

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ARTICLE 16
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police or designee shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of two and a half (2 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and

- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and

- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Sergeants – The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy (70) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

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ARTICLE 17
INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full-time sworn employees.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

D. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2022. If a committee is established, the CITY shall provide the Association with the opportunity to appoint a member to serve on this committee.

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ARTICLE 18
CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

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ARTICLE 19
UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases, which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor. The pay will be taken from the Association Time Pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights interviews, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (taken from the Association Time Pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

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SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an Association Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Association Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Association Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings, or resolution of impasse hearings before the City Commission. The Association Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Association Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Association Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the Association Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The CITY agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year. The ASSOCIATION will provide the proper form for the time transfer.

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ARTICLE 20
FIELD TRAINING OFFICER (F.T.O.)

SECTION 20.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 20.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position

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ARTICLE 21
SPECIALIZED UNITS

SECTION 21.1

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred twenty dollars ($320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental, inter-Departmental, and other trainings as designated by the Chief of Police, or designee.

SECTION 21.2

The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred twenty dollars ($320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month while on duty. Personnel assigned to the Training Division are precluded from receiving this allowance.

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ARTICLE 22
DAMAGED PERSONAL PROPERTY

SECTION 22.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars ($300.00) per incident.

SECTION 22.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- $100.00 Limit: watches and non-prescription sunglasses.
- $300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 22.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

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ARTICLE 23
HOLIDAYS

SECTION 23.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 23.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 23.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 23.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (l 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

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ARTICLE 24
VACATION LEAVE

SECTION 24.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he or she shall not be compensated for any accrued leave.

SECTION 24.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	Fifteen (15) years of service and over:	160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty (360) hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will be considered forfeited and lost at the close of each fiscal year (September 30).

DRAFT

SECTION 24 (Continued)

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 24.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months of employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employees reinstated as a result of a grievance or arbitration, are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 24.4 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

DRAFT

ARTICLE 25
SICK LEAVE

SECTION 25.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of eight (8) hours per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 25.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor, Division Commander or Chief of Police, or designee not less than one (1) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 25.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 25.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 25.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

DRAFT

SECTION 25 (Continued)

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 25.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay; provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

DRAFT

ARTICLE 26
BEREAVEMENT LEAVE

SECTION 26.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed $50.00 in US funds (including tax and shipping).

SECTION 26.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

DRAFT

ARTICLE 27
DRUG AND ALCOHOL TESTING

SECTION 27.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined who volunteers that he or she has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the Department's approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 27.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 27.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. * The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 27.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty or off-duty accident when driving a City vehicle, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any

DRAFT

SECTION 27 (Continued)

chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 27.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 27.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

DRAFT

SECTION 27 (Continued)

SECTION 27.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in one (1) calendar year period.

SECTION 27.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 27.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 27.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in subsection 9 of this Article.

SECTION 27.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer

DRAFT

SECTION 27 (Continued)

or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administrative matter.

SECTION 27.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

DRAFT

ARTICLE 28
AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

DRAFT

ARTICLE 29
INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

DRAFT

ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

DRAFT

ARTICLE 31
EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

DRAFT

ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Officers employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October1, 2012, (left for historical purposes):

1. Vesting period of five (5) years.

2. Members hired after October 1, 2012, the amount of the standard form of annuity shall not exceed 75 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October 1, 2012, exceed $100,000.00 annually.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

1. Member on or after January 1, 1980, the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation as defined in F.S. Sec. 112.65.

   A. Overtime

   1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.

   2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in

which case the parties shall meet to negotiate the same or different calculated amount.

B. Sick Leave and Vacation Time

2. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.

2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

DRAFT

ARTICLE 33
WAGES
OFFICERS
FY 2022

SECTION 33.1

For the CITY'S Fiscal Year 2022, starting on October 1, 2021:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale contains a 5% increase from the previously established pay scale.
- Members will move to their correct step as provided in Table 2.
- The pay provisions for Fiscal Year 2022 will be retroactive to October 1, 2021.

For each subsequent Fiscal Year, Members will be placed into the next higher step upon their corresponding anniversary date of hire as a certified officer. Any negotiated percentage increase or salary increase shall be applied to the entire step plan. Members in step twelve (12) will not receive any increase above the negotiated increase in that step.

Table 1	
Fiscal Year 2022	
Pay Step	Annual Salary
1	48,373.50
2	49,598.85
3	50,905.05
4	52,846.50
5	56,176.05
6	58,098.60
7	60,022.20
8	63,867.30
9	65,790.90
10	69,636.00
11	71,722.56
12	74,321.52

DRAFT

Table 2	
Step as of Fiscal Year 2022	
Step	Dates of Hire*
1	October 1, 2021 / September 30, 2022
2	October 1, 2020 / September 30, 2021
3	October 1, 2019 / September 30, 2020
4	October 1, 2018 / September 30, 2019
5	October 1, 2017 / September 30, 2018
6	October 1, 2016 / September 30, 2017
7	October 1, 2015 / September 30, 2016
8	October 1, 2014 / September 30, 2015
9	October 1, 2013 / September 30, 2014
10	October 1, 2012 / September 30, 2013
11	October 1, 2011 / September 30, 2012
12	Before September 30, 2011
*Date hired as a police officer with the Fort Pierce Police Department.	

SECTION 33.2- HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand (3,000) dollars per year or two hundred fifty dollars (250) per month, as funding permits. Officers must verify their address and notify Human Resources of any address changes within seven (7) days.

SECTION 33

SECTION 33.3 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies.

DRAFT

ARTICLE 34
DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2021 and shall remain in force up to and including September 30, 2024.

For The City of Fort Pierce		***For The Coastal Florida Police Benevolent Association***	
_____	_____	_____	_____
Linda Hudson	Date		Date
Mayor		President, Local 6002	

Witnessed by:

_____	_____	_____	_____
Linda Cox	Date		Date
City Clerk		Vice President, Local 6002	
_____	_____	_____	_____
Nicholas C. Mimms	Date		Date
City Manager		Secretary, Local 6002	

_____

Diane Hobley-Burney Date
Chief of Police

_____

Kevin E. Browning Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Tanya Earley, Esq. Date
City Attorney

DRAFT

City Commission Regular Meeting - 4:30 pm **11. f.**

Meeting Date: 05/16/2022

Re:

SUBJECT:

Approval of Letter of Support for state funding of Project LIFT.

Attachments

Letter of Support

Form Review

Form Started By: Linda Cox Started On: 05/05/2022 05:06 PM

Final Approval Date: 05/05/2022

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

May 16, 2022

Honorable Ron DeSantis, Governor of Florida
Plaza Level 05, The Capitol
400 S. Monroe St.
Tallahassee, Fl 32399-0001

RE: State Budget Line Item 381E-Project LIFT Renovations

Dear Governor DeSantis,

I am pleased to write this letter of support for the work of Project L.I.F.T. Inc. (Project L.I.F.T.) in St. Lucie County. We have partnered with Project LIFT because of their successful 13 year track record of working with at-risk teens and young adults.

- Over 650 served annually
- 76% of DJJ affiliated teens never re-offend
- 91-96% complete the program successfully and substance free
- 84-87% are employed in local industries after graduation (18 years or older)
- 96% show dramatic improvements in work readiness

Project LIFT's innovative approach prepares young people for success in life through a combination of mental health and substance abuse treatment, vocational education, life skills and job training. Program graduates move away from destructive behaviors and towards continued education, service in the military or employment in our community.

We are pleased that Project L.I.F.T. is expanding their efforts in the City of Fort Pierce and look forward to a wonderful partnership.

We encourage you to approve line item 381E so that Project LIFT can expand their much needed services for the at-risk young people of our region. If Project LIFT receives their appropriations request, we commit to continue our robust partnership with Project LIFT, promoting their services in our region for the good of both our community but most importantly for the young people.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting - 4:30 pm **11. g.**

Meeting Date: 05/16/2022

Re:

SUBJECT:

Approval of letter of support of the Manatee Observation and Education Center (MOEC), endorsing its grant application to the Florida Division of Cultural Affairs for general operating support for 2023-2024.

Attachments

Letter of Support

Form Review

Form Started By: Linda Cox Started On: 05/05/2022 05:10 PM

Final Approval Date: 05/05/2022

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

May 16, 2022

Florida Division of Cultural Affairs
R.A. Gray Building
500 S. Bronough Street
Tallahassee, FL 32399-0250

Dear Sir/Madam:

It is my pleasure to submit this letter in support of the Manatee Observation and Education Center (MOEC), endorsing its grant application to the Florida Division of Cultural Affairs for general operating support for 2023-2024.

MOEC is a fixture in our community as St. Lucie County's first non-profit, environmental learning center – teaching, guiding and inspiring stewardship of the Indian River Lagoon and its fragile inhabitants, including the Florida manatee. With the visionary partnership of the Florida Inland Navigational District (FIND), Main Street Fort Pierce, City of Fort Pierce, Fort Pierce Utilities Authority, Indian River State College and local business and community donors, MOEC became a cultural community gathering place and a catalyst for ecological education. Today, MOEC continues as an anchor in the economic revitalization of Fort Pierce, contributing to the local economy through cultural eco-tourism and attracting visitors from all of the world.

Funding from the Florida Division of Cultural Affairs will enhance MOEC's proven ability to engage our community in environmental education. MOEC has shown their dedication to environmental education, and stayed active even during the most challenging of times, with innovative online programming such as the Daily Manatee and Manatee Weekly, which were celebrated and shared widely for their fun and informative content during social distancing. MOEC has also supported the Fort Pierce efforts to beautify and improve the downtown area by partnering with Main Street Fort Pierce in a community-wide art display along Moore's Creek, adopting A.E. Backus Avenue and hosting monthly cleanups. In partnership with Sea and Shoreline and the Treasure Coast Manatee Foundation, MOEC has also fundraised and spearheaded an install of nearly one and a half acres of seagrass restoration to be planted in Moore's Creek and the Indian River Lagoon. The seagrass installation will improve the water quality of the lagoon and ensure a healthy habitat for all of its inhabitants. Best of all, MOEC remains accessible to all who enjoy historic downtown Fort Pierce and its waterfront.

Thank you very much for this opportunity to express support for, and the desire to promote this endeavor.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting - 4:30 pm **11. h.**

Meeting Date: 05/16/2022

Re: IEMO for Arnold Gaines

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Arnold S. Gaines to attend the Institute for Elected Municipal Officials in Jacksonville, Florida from June 09, 2022 to June 11, 2022 in the amount of $927.18.

SUMMARY:

IEMO is a great resource for newly elected officials sponsored by the Florida League of Cities.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W.Cox, City Clerk

COORDINATED WITH:

Arnold S. Gaines, City Commissioner

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2022

Account: 001-1000-512-4020

Amount: 927.18

OTHER INFORMATION:

Budget funds are available.

Attachments

Travel Expense Statement

Form Review

Form Started By: Latoya Ransom Started On: 05/05/2022 10:58 AM

Final Approval Date: 05/06/2022

REGISTRATION INFORMATION
Florida League of Cities
Institute for Elected Municipal Officials

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
The Sheraton Jacksonville H
10605 Deerwood Park Blvd
Jacksonville , Florida 32256
888-627-7188

DATE: 05/04/2022

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: 6/9/2022
3. RETURN DATE: 6/11/2022
4. DESTINATION: Jacksonville, Florida
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED:

7. BALANCE AVAILABLE: 6,000

DEPARTMENT: City Commission
DEPARTURE TIME: 12:00 p.m.
RETURN TIME: 7:00 p.m.
PURPOSE: FLC Institute for Elected Officials

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

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	300.00			
* HOTEL BILL: Confirmation # 90277490		250.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.585 436			255.06	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00				
2 LUNCH @ $8.00			16.00	
2 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			6.72	
15% GRATUITIES			14.40	

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

TOTALS	300.00	250.00	377.18		$927.18

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

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/22 DLN

FLC
FLORIDA LEAGUE OF CITIES

June 2022 Institute for Elected Municipal Officials I

The Florida League of Cities and the John Scott Dailey Florida Institute of Government are proud to bring you the ***Institute for Elected Municipal Officials I (IEMO I)***. This educational program is specially designed for *newly elected officials* and *those with less than one term in office.*

The Institute for Elected Municipal Officials I (IEMO I) program will take place on June 10-11,2022 at the Sheraton Jacksonville Hotel, 10605 Deerwood Park Boulevard, Jacksonville, Florida 32256.

Who should attend IEMO?

Created in 1992, the *Institute for Elected Municipal Officials* was designed to help elected officials in Florida's municipalities to effectively meet the requirements of their elected role. Its intensive academic program offers a comprehensive overview of Florida municipal government, presented by a faculty of top professionals in the field. IEMO is a two-day program structured in a Friday through Saturday format and is offered four times per year at several different locations throughout the state.

Curriculum

Curriculum is divided into six instructional modules, taught in the following sequence:

- The Municipal Landscape in Florida
- Public Official's Liability
- Effective Council Techniques
- Budgeting and Accounting
- Taxes and Other Sources of Revenue
- Parliamentary Procedures Your City's Attorney: Roles and Responsibilities

These topics were selected to provide a comprehensive overview of the critical issues that are addressed by municipal government officials. It is suggested that participants review their municipal charter, policies and budget to prepare for the classes, and may want to bring these materials along. Speakers will provide hand-outs and resource material.

A certificate of attendance is provided upon successful completion of the program.

All classes must be attended

Hotel Reservations

Reservations are made by calling the hotel at **888-627-7188** and must be completed by **Thursday, May 19, 2022.** To take advantage of the special reduced room rate, mention the **Florida League of Cities / Institute for Elected Municipal Officials**. Room rate starting at $125.00 ++ per night. Complimentary self-parking. A credit card is required to guarantee reservations.

Cancelations

Cancelation/transfer requests must be received and confirmed in writing by **Monday, June 6, 2022** to be eligible for a refund. A $25.00 processing fee will be applied to all cancelations and/or transfers. Transfers must take place within the fiscal year. Substitutions are accepted and encouraged. Refunds will be processed after the program. We reserve the right to cancel the IEMO training. If the training is canceled, registration fees will be refunded in full.

Schedule

Friday, June 10, 2022

7:30 a.m. - 8:00 a.m.	Light Continental Breakfast
8:00 a.m. - 8:30 a.m.	Introduction and Overview
8:30 a.m. - 12:30 p.m.	The Municipal Landscape in Florida
10:15 a.m.	Refreshment Break
12:30 p.m. - 1:30 p.m.	Public Officials' Liability and Lunch Discussions
1: 30 p.m. - 4:00 p.m.	Taxes and Other Sources of Revenue
3:00 p.m.	Refreshment Break
4:00 p.m. - 5:30 p.m.	Parliamentary Procedures Your City's Attorney's ; Roles and Responsibilities
5:30 p.m.	Adjourn for the day
5:30 p.m. - 6:00 p.m.	Networking Reception

Saturday, June 11, 2022

7:30 a.m. - 8:00 a.m.	Registration/Light Continental Breakfast
8:00 a.m. - 11:30 a.m.	Budgeting and Accounting
10:15 a.m.	Refreshment Break
11:30 a.m. - 12:30 p.m.	Group Lunch
12:30 p.m. - 4:00 p.m.	Effective Council Techniques
2:15 p.m.	Refreshment Break
4:00 p.m.	Program concludes

When 6/10/2022 8:00 AM - 6/11/2022 5:00 PM

Where Sheraton Jacksonville Hotel
10605 Deerwood Park Boulevard
Jacksonville, FL 32256

Note: If there are additional registration options for this event, they will be shown below. To add an additional option, click the blue *Add* button to the left of the item(s). If there are no additional options available for this event, or additional options are available and you have successfully added the appropriate ones to the registration, click the gold *Proceed to checkout* button on the bottom right to continue on to the next registration step.

Sign in to register

Username

Password

Sign In

Forgot username? | Forgot password?

Need help logging in or creating an account?

Help me!

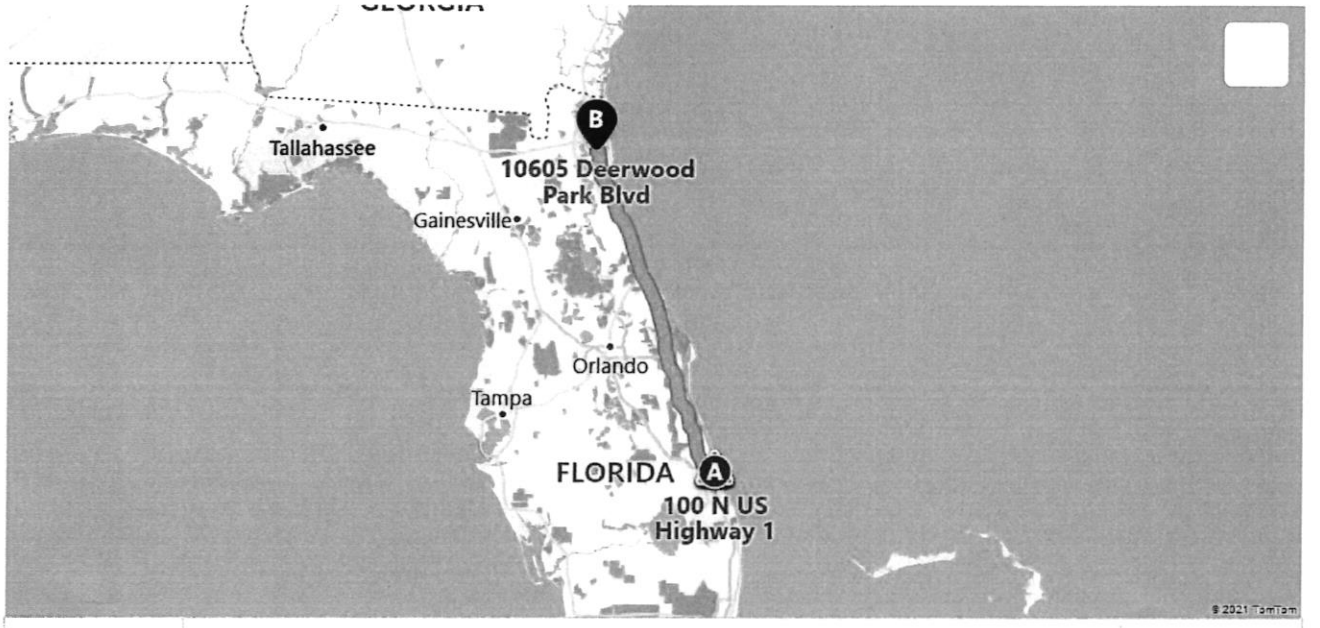
Important note concerning registration confirmations:

We need the email address of the registrant(s) in order to send confirmations. Please provide the email

7,460 Results Any time

100 N US Highway 1, Fort Pierce, FL 34950 →
10605 Deerwood Park Blvd, Jacksonville, FL 32256 (88.628°F)

Search along the route



2:49 hr min | 218 miles | Light traffic | Via I-95 N | Directions

Economic Development | St. Lucie County, FL

https://www.stlucieco.gov/departments-and-services/...

121 SW Port St. Lucie **Blvd** Port St Lucie, FL 34984 772-871-5225 CityofPSL.com City of Fort Pierce **100 N US Highway 1** Fort Pierce, FL **34950** 772-467-3000 CityofFortPierce.com. The...

Park South at Deerwood Apartments - Jacksonville, FL ...

https://www.apartments.com/park-south-at-deerwood-jacksonville-fl/v0sznhd

View All Hours. Office Hours Monday - Thursday, 10am - 6pm Friday & Saturday, 10am - 5pm Sunday, Closed. **Park** South at **Deerwood** media gallery Unit. call 844-236-8820. Send Message.

4/5 ★★★★☆ (3) **Price Range:** $959 - $1,777

End date: Apr 15, 2022 **Location:** 7932 Southside Blvd, Jacksonville, 32...

Which floor plans are available and what are the...	Can I see a model or take a tour of the property?	What neighborhood is the property located in?
This property has one bedroom to three bedrooms starting at $959/mo. to $1,744/mo.	Yes, you are able to take virtual tour for this property on Apartments.com.	Park South at Deerwood is located in Baymeadows in the city of Jacksonville. Here you'll find three shopping centers within 1.0 miles

City Commission Regular Meeting - 4:30 pm **11. i.**

Meeting Date: 05/16/2022

Re: Letter of Support for TCIA Runway Expansion Project

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of the request from St. Lucie County for a letter of support for the runway extension project at the Treasure Coast International Airport.

Attachments

Letter of Support

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/11/2022 03:16 PM
City Manager	Nick Mimms	05/11/2022 03:16 PM

Form Started By: Jennifer Robinson Started On: 05/06/2022 11:05 AM

Final Approval Date: 05/11/2022

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

May 16, 2022

The Honorable Brian Mast
2182 Rayburn House Office Building
Washington, DC 20515

Re: Support for Treasure Coast International Airport Runway Extension Project

Dear Congressman Mast:

On behalf of the City of Fort Pierce, I would like to express our appreciation and support for including the expansion of the main runway at Treasure Coast International Airport (TCIA) as one of your priorities in your Fiscal Year 2023 funding requests.

As you may be aware, the airport is working on a number of projects to ensure that it can continue to serve the region's citizens and businesses today and in the future. The enlargement of the existing runway to 7,500 feet – a 1,008-foot extension – is one of the projects that will require more funding to accomplish.

We consider this project as a significant and much-needed investment in the county's economic development and the airport's long-term viability. The expansion of the TCIA runway is one of the most critical infrastructure projects for our community's economic future. It's the next phase in what we perceive as a vital improvement that prevents the current facility from reaching its full economic potential and becoming the important regional hub envisioned by county leaders.

While the current primary runway can accommodate the longest corporate jets and most regional jets without limiting range or payload, the extension reflects the appropriate runway length based on intended fleet mix and will allow TCIA to accept 90-100 percent of the network's most common aircraft. The extension project may be completed and accommodated on existing airport property with little impact to existing or future expected roadways in the vicinity, thanks to the airport authority's careful stewardship of resources and property.

The Treasure Coast International Airport runway expansion project would assist with solving the region's critical needs, increase and improve the passenger experience, expand regional air travel convenience, stimulate competition, and address a much-needed infrastructure improvement at the airport. The project will enable TCIA to reach its full potential to operate in a safe, efficient, and environmentally responsible manner, while also supporting airport tenants, the general aviation community, and the region's air transportation needs.

The City of Fort Pierce enthusiastically supports the Treasure Coast International Airport's request for funding consideration of its runway expansion project in the Fiscal Year 2023 financing process.

Sincerely,

Linda Hudson,
Mayor

City Commission Regular Meeting - 4:30 pm **12. a.**

Meeting Date: 05/16/2022

Re: Conditional Use and Site Plan (Development Review and Design Review) - Fort Pierce Storage - 1300 S US HWY 1

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use and Site Plan (Development Review and Design Review) to construct a four (4)-story self-storage facility totaling approximately 106,860 square feet and associated site improvements at 1300 S US Highway 1, more specifically located at Parcel Control Number: 2415-602-0002-000-2.

SUMMARY:

In accordance with Sections 125-37, 125-313, and 125-314 of the City Code, the applicant is requesting the review and approval for a Conditional Use - Site Plan (Development Review and Design Review) to construct a four (4)-story, 106,830 square foot storage building with associated site improvements. The facility will be secured by an automated gate and fencing, with an office on-site. The subject parcel totals approximately 1.38 acres. The site is surrounded by General Commercial (C-3) businesses to the west, north, south, and a golf course to the east.

RECOMMENDATION:

The proposed Conditional Use - Site Plan (Development Review and Design Review) applications adhere to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan and does not appear to adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends **APPROVAL** of the requested applications with the following condition:

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner/Planning Supervisor

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/11/2022 02:52 PM

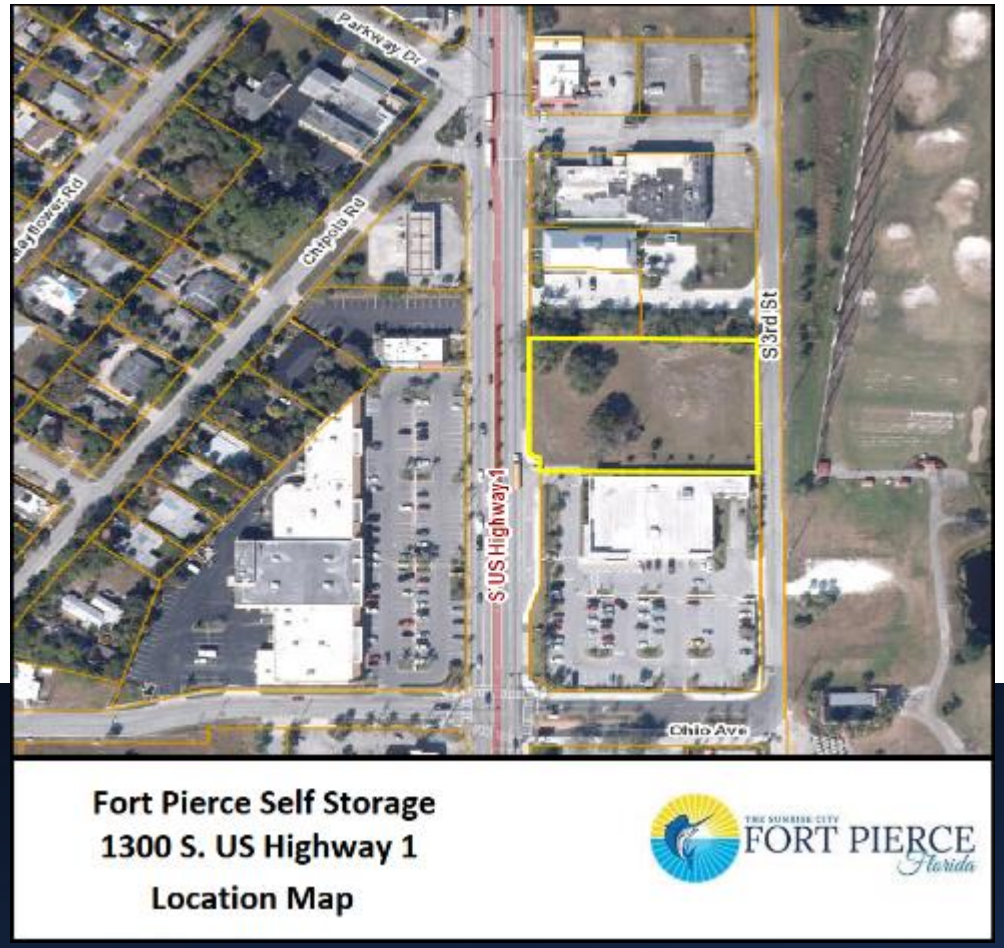
Form Started By: Vennis Gilmore
Started On: 05/04/2022 01:06 PM
Final Approval Date: 05/11/2022

- **Fort Pierce Self-Storage**
- **Conditional Use – (Development Review and Design Review)**
- **1300 S US Highway 1**



Location Map

Approx. 1.38 acres



FLU/Zoning Map



Site & Landscape Plan



- Trees: 2 Orange Geiger, 11 Dahoon Holly, 18 Crepe Myrtle, and 3 Southern Like Oak
- Palms: 12 Cabbage Palmetto and 6 Florida Thatch Palm

Northwest Elevation



Northeast Elevation



West Elevation



PB Recommendation

- **The Planning Board, at their April 11th, 2022 meeting, voted unanimously to recommend Approval of the request.**

Staff Recommendation

Staff recommends **APPROVAL** with **(1) Condition**:

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

CC Actions

- **Possible actions of the City Commission:**

- APPROVAL of the proposed Conditional Use – (Development Review and Design Review), and no changes

- APPROVAL of the proposed Conditional Use – (Development Review and Design Review) with changes

- DISAPPROVAL of the proposed Conditional Use – (Development Review and Design Review)

Staff Recommendation

Staff recommends **APPROVAL** with **(1) Condition**:

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

- **Fort Pierce Self-Storage**
- **Conditional Use – Development Review and Design Review**
- **1300 S US Highway 1**



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nick C. Mimms, P.E., ICMA-CM, City Manager
FROM:	Vennis Gilmore, Senior Planner/Planning Supervisor
RE:	**Conditional Use & Site Plan (Development Review and Design Review)** **Fort Pierce Self Storage** **1300 S US Highway 1** **21-07000028**
BOARD DATE:	May 16, 2022

STAFF REPORT

Owner:	LGFTP I LLC (DBA: Fort Pierce Self Storage LLC, Daniel Abreu) 14011 SW 20th Street Miami, FL 33175
Representative:	Edward M. McDonald, Principal, Thomas Engineering Group 1502 W. Fletcher Avenue, Suite 101 Tampa, FL 33612
Applicant's Request:	Approval of a Conditional Use and Site Plan (Development Review and Design Review) to construct a four (4)-story storage building totaling 106,830 square feet with associated site improvements
Location(s):	1300 S. US Highway 1
Parcel ID:	2415-602-0002-000-2
Future Land Use:	General Commercial (GC)
Current Zoning:	General Commercial Zone (C-3)

Surrounding FLU:

North	East	South	West
GC	COS	GC	GC

Surrounding Zoning:

North	East	South	West
C-3	OS-1	C-3	C-3

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-37, 125-313, and 125-314 of the City Code, the applicant is requesting the review and approval for a Conditional Use - Site Plan (Development Review and Design Review) to construct a four (4)-story, 106,830 square foot storage building with associated site improvements. The facility will be secured by an automated gate and fencing, with an office on-site. The subject parcel totals approximately 1.38 acres. The site is surrounded by General Commercial (C-3) businesses to the west, north, south, and a golf course to the east.

Future Land Use and Zoning

The General Commercial (GC) Future Land Use designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections.

The subject site has a zoning district classification of the General Commercial Zone (C-3) district which is primarily intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Development and Design Review
The site plan proposed will consist of the following structure:

- One four (4)-story, 106,860 square foot, climate-controlled self-storage building



Fort Pierce Self Storage Site Plan

The facility will be secured by an automated gate and fencing, with an office on-site for two (2) employees per shift (three to five employees total). Office hours are to be determined. Customers that have access codes can access their storage units from 6:00 am – 10:00 pm Monday – Sunday.

The design for the building integrates various architectural elements. The main entrance at the corner is emphasized with height, glass, window awnings, and shutters to portray a clear landmark for patrons and display the colorful accents to the grayscale structure. The awning projection wraps around the corner and provides cover. Beyond the corner entry, the length of wall includes textured concrete columns on all sides of the building and a crown finish at the parapet level.



Fort Pierce Self Storage Rendering

Overall, there are several colors; predominately shades of gray (extra white, gray screen, online, african gray, software, web gray, and orange) being utilized, all within a related grayscale neutral scheme. All the corners are highlighted with the darker tone to anchor the design. Glass and Metal awnings are additional materials that signify featured elements and function.

Landscaping

The plant schedule the applicant is proposing consists of a total of 34 trees and 18 palms. The applicant is also proposing to remove and replace trees, plant shrubs, and install irrigation. The plans will involve the following:

- Trees: 2 Orange Geiger, 11 Dahoon Holly, 18 Crepe Myrtle, and 3 Southern Like Oak.
- Palms: 12 Cabbage Palmetto and 6 Florida Thatch Palm.
- Shrubs: 214 Buttonwood, 235 Silver Buttonwood, 3 East Palatka Holly, 85 Red Tip Cocoplum, 305 Green Island Ficus, and 143 Pink Muhly Grass.
- Ground Covers: 160 Bush Seaside Tansy.
- New Irrigation will be installed.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use - Site Plan (Development Review and Design Review) with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation

The Planning Board, at their April 11th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation

The proposed Conditional Use - Site Plan (Development Review and Design Review) applications adhere to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan and does not appear to adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends **APPROVAL** of the requested applications with the following condition:

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.



Fort Pierce Self Storage

1300 S. US Highway 1

Location Map

THE SUNRISE CITY
FORT PIERCE
Florida



Fort Pierce Self Storage
1300 S. US Highway 1
Zoning & FLU Map

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

January 20, 2022

Edward M. McDonald, Principal, Thomas Engineering Group
1502 W. Fletcher Avenue, Suite 101
Tampa, FL 33612

Subject: Fort Pierce Storage Facility – NE Corner of US1 & Ohio Ave – TRC Comments & Conditions

Fort Pierce Planning Department

Comments & Conditions:

1. Per City Code Section 123-37. – General Landscaping Requirements - (10) Screening of refuse collection areas. Refuse and recycling dumpsters utilized by multifamily residential complexes, in commercial, industrial and institutional facilities shall be screened from view on all sides and shall be gated. Gates may be left open only on scheduled pick up days and must be closed following pick up. Such screening shall consist of a six-foot-high masonry wall or wooden fence. In addition, when feasible, one shrub or hedge shall be planted at two-foot centers along the outside perimeter of the screen. Dumpsters shall be located in an area that minimizes public view. This subsection shall apply to dumpsters servicing structures built on or after June 1, 1996.

2. Per City Code Section 123.-6. – Required Bond., Provide a completion certification by the landscape architect, a landscape cost estimate sheet, and a security bond, certified deposit (CD), cashier's check or a certified check upon a solvent local bank conditioned to secure 100 percent of the supply and installation cost of the landscaping improvements required. **A Landscape Bond, Certification of Completion by a Certified Landscape Architect, and a Cost Estimate List must be provided prior to receiving Certificate of Occupancy.**

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

4. U.S. Highway 1 is a Design Review roadway, provide an enhanced landscape plan for the portion facing U.S. Highway 1. The landscape plan should also include a north arrow and a plan scale.

5. Provide the required minimum driveway setback of 25 feet between the S. 3rd Street driveway and the side property line as per City of Fort Pierce Code of Ordinances Section 125-316.

6. Please adhere to all of City Code Section 123-37. – General Landscaping Requirements:

   (3)Landscaping design standards. For commercial, professional, multifamily, industrial and institutional structures, these design standards are in addition to, and not in place of, other requirements imposed by this article.(4)Landscape strips. Between street rights-of-way and vehicular use, building and retention/detention areas, there shall be a landscaped strip of land, except where driveways are located, meeting these requirements:a.The strip shall be at least six feet wide for lots under 10,000 square feet in size and at least ten feet wide for lots 10,000 square feet or larger;b.The landscape strip shall include an average of at least one tree for each 300 square feet of required landscaped area. The remainder of the required landscaped area shall be completely covered with grass, ground cover or other landscaped treatment and shall additionally contain a screen of landscaping which shall be installed and maintained so as to form a 36-inch or higher continuous, unbroken, solid, visual screen within a maximum of one year after the landscaping takes place, except in clear vision areas required in section 125-308.

   (6)
   Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:
   a.
   Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten feet wide. When a property line abuts a building, another structure, a joint driveway or joint parking area, such landscaped strip shall not be required.
   b.
   The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each 200 square feet of the required landscape area. The remainder of the required landscape area shall be landscaped with grass, ground cover or other landscape treatment. When the area to be screened abuts residentially zoned property, a site-obscuring fence or planted material which is not less than six feet in height shall be included. If planted material is used, it shall be planted and maintained so as to form a three-foot or

higher continuous, unbroken, solid visual screen within a maximum of one year after planting. The planted material shall be a species which in the county normally grows to a height of six feet or more.

(7)
Interior vehicular use areas. The following are standards relating to landscaping of interior vehicular use areas:
a.
Lots with vehicular use areas that are 4,000 or more square feet in size shall have at least one square foot of interior landscaping for each 15 square feet of vehicular use area, except that areas in an I-1 or I-2 zone shall only be required to have at least one square foot of interior landscaping for each 30 square feet of vehicular use area. Each separate landscaped area shall be curbed and contain a minimum of 100 square feet of area and shall be at least ten feet wide and ten feet deep exclusive of curbing in all locations. Progressive urban parking area designs may be used to provide adequate space for multiple tree plantings and allow for proper tree root development so shade trees can grow and develop large canopies to reduce parking lot heat islands.
b.
Interior landscaping shall include an average of at least one tree for each 100 square feet of required landscaped area. The remainder of the required landscaped area shall be landscaped with grass, ground cover or other landscaped treatment. Such landscaped areas shall be located in such a manner as to divide and break up the expanse of paving and at strategic points to guide traffic flow and direction.
c.
When trees exist on a site prior to site development, the amount of the required interior landscaped area may be reduced by the following amount for preserving existing trees, provided that the total amount of the interior landscaped area is not reduced by more than 50 percent.

Diameter of Tree	***Reduction in Interior***
4.5 feet above ground level	**Landscaped areas**
Over 12 inches	**500 square feet**
6 inches to 12 inches	**400 square feet**
Under 6 inches but over 3 inches	**100 square feet**

These reductions in the interior landscaped areas shall only apply where the preserved tree is in a planting area which has dimensions not less than the radius of

the crown spread measured from the trunk center and where no grade changes within the landscaped area may be anticipated.

(8)

Lands adjacent to street right-of-way. Lands immediately adjacent to street right-of-way shall meet the following requirements:

a.

Trees will be planted along the public right-of-way in a manner directed by the department so as to ensure shading for sidewalks and to contribute to the streetscape design of the roadway;

b.

Palms, trees and shrubs may be required for driveway entrances or other key points of interest as determined by the department to the extent that such plantings do not exceed requirements set for clear vision areas as specified by section 125-308.

7. Per City Code Section 125-322. - Fences, walls and hedges; installation, replacement and maintenance.:

(3)

General and Central Commercial, Industrial and Open Space Zoning Districts (C-3, C-4, I-1, I-2, OS-1, OS-2). Fences and walls in the C-3, C-4, OS-1, and OS-2 Zoning Districts may be maintained along property lines or within the required yard, to a maximum height of eight feet above finished grade of the abutting parcel, except vehicular access suitable for emergency vehicles shall be provided. Fences and walls in the I-1 and I-2 zoning districts may be maintained along property lines or within the required yard, to the maximum heights specified in subsection (e)(5) of this section finished grade of the abutting parcel, except vehicular access suitable for emergency vehicles shall be provided.

(d)(1)

Landscaping. All fences and walls constructed generally parallel to the public right-of-way and having a length of 100 feet or more shall be landscaped along not less than 50 percent of the linear distance. This landscaping shall consist of shrubs and not less than one tree for each 50 feet of fence or wall so landscaped. All landscaping shall conform to the standards of section 125-314(b). Fences and walls enclosing single-family or duplex uses are exempt from the landscape requirement.

(d)(5)

Chain link fences. On lots fronting Delaware Avenue, Orange Avenue, Avenue D and U.S. 1, or on lots determined by the director of planning to be in the downtown area or in an area targeted for redevelopment (Oleander Avenue), chainlink fences are permitted only if located no closer than 25 feet to any public right-of-way, are

painted or coated, and screened from the public right-of-way with shrubs and no less than one tree for each 50 linear feet.

City Code Section 123-37. – General Landscaping Requirements
(9)
Other areas. When an area other than a vehicular use and retention/detention area of a developed lot in a C-1, C-2, C-3, C-4, C-5, I-1, or I-2 zone abuts a lot in an E-1, R-1, R-2, R-3, R-4, R-5, OS-1, or OS-2, such area in a commercial or industrial zone shall have a site obscuring fence or planted material so as to provide a visual and noise buffer between such areas and the lot in the residential or open space zone. Such fence will be constructed from wood, stone, brick or other suitable material and be a minimum of six feet high. If planted material is used, it shall be planted and maintained so as to form a 36-inch or higher continuous, unbroken solid screen. There shall be at least one shrub, bush or vine planted along the fence for each ten feet of fence for the purpose of beautifying the fence. Slats shall not be put into chain-link fence to obscure the view. The planted material shall be a species which in the county normally grows to a height of six feet or more.

Because the property faces two (2) right-of-ways, the proposed wall or fence with landscaping must be a wood, stone, brick or other suitable material.

8. Please add one (1) landscape island for every ten (10) spaces. **(What is the proposed use for the concrete parking spaces to the north of the building?)**

9. Please provide a colored overlay of the proposed landscaping.

Fort Pierce Engineering Department

Please see the attached document from the Engineering Department

Fort Pierce Utility Authority

Please see the attached document from FPUA

Fort Pierce Building Department

Please see the attached document from the Building Department

Fort Pierce Arborist (Paul Bertram)

Contact Information:
772-467-3821
pbertram@cityoffortpierce.com

St. Lucie County Planning Department

As the subject site was previously impacted/developed, is the City requiring full mitigation of impacts to remaining/existing trees? The applicant is encouraged to preserve large (live) oaks, where feasible, providing foundational plantings adjacent to the structure and shade trees adjacent to 3rd Street/sidewalk links.

Advisory note: With recent development adjacent to 3rd Street, it appears increased stormwater run-off may be migrating to swales/retention areas adjacent to the Indian Hills driving range.

St. Lucie County PW/Engineering

Still in review

David A. Hays, P.E., CFM | Sr. Project Engineer | Engineering Division, PW
Ph: **772-462-1491** (direct) | haysd@stlucieco.org
PW Office: 772-462-1707 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

City Clerk Office

No Comments

Code Enforcement

No Comments Received

Fort Pierce Police Department

No Comment

St. Lucie County Fire District

Please see the attached document from the St. Lucie County Fire District

Florida Department of Transportation

No Comments Received

St. Lucie County School Board

No Comments Received

St. Lucie Transportation Planning Organization

No Comment Received

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Fort Pierce Storage Site Plan – U.S. Highway 1
TRC No. 21-07000028

DATE : January 13, 2022

RECEIVED
JAN 19 2022
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on January 10, 2022:

- [x] Site Plan Submittal
- [ ] 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
- [x] Do Not Recommend

- [x] Approval of Site Plan
- [ ] BP Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

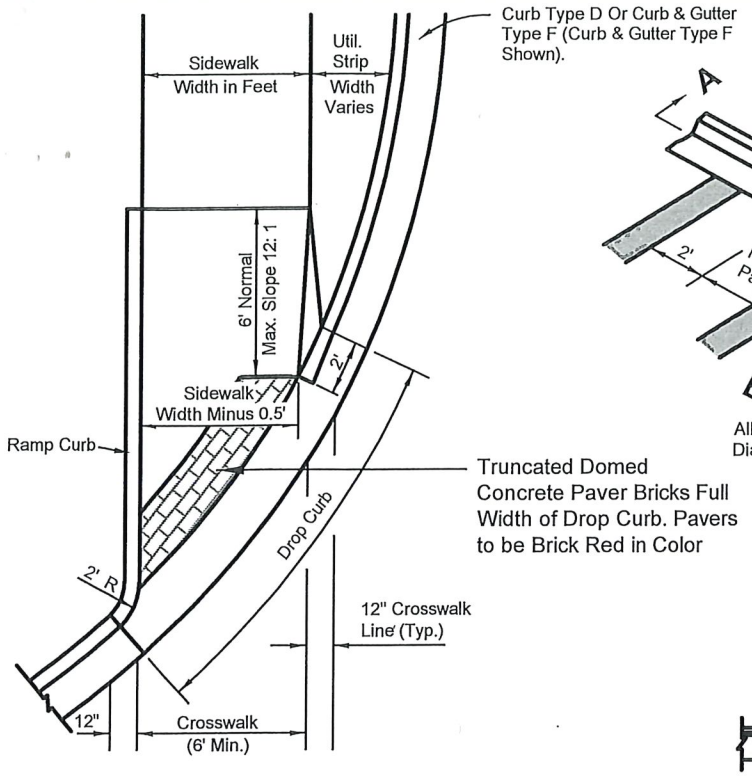
1. Provide the required minimum driveway setback of 25′ between the S. 3rd Street driveway and the side property line as per City of Fort Pierce Code of Ordinances Section 125-316.
2. The site plan shall indicate the widths of the proposed entrance and exit driveways accessing S. 3rd Street.
3. Update the S. 3rd street curb ramps to conform to the attached City of Fort Pierce standard detail.
4. Relocate the S. 3rd Street entrance gate so that a minimum clearance of 20′ is provided between the gate and the platted roadway easement.
5. Identify a full roadway overlay of S. 3rd Street is required at the location of the sanitary sewer tie-in.
6. Storm structure number 5 currently encroaches into the dedicated 10′ roadway easement, please relocate this to the limits of the project.
7. Revise the 8′ sidewalk replacement along S. 3rd Street to identify a 10′ minimum as full flags of sidewalk are required to be replaced.
8. Update the landscape plans to include a north arrow and a plan scale.

ADVISORY COMMENTS:

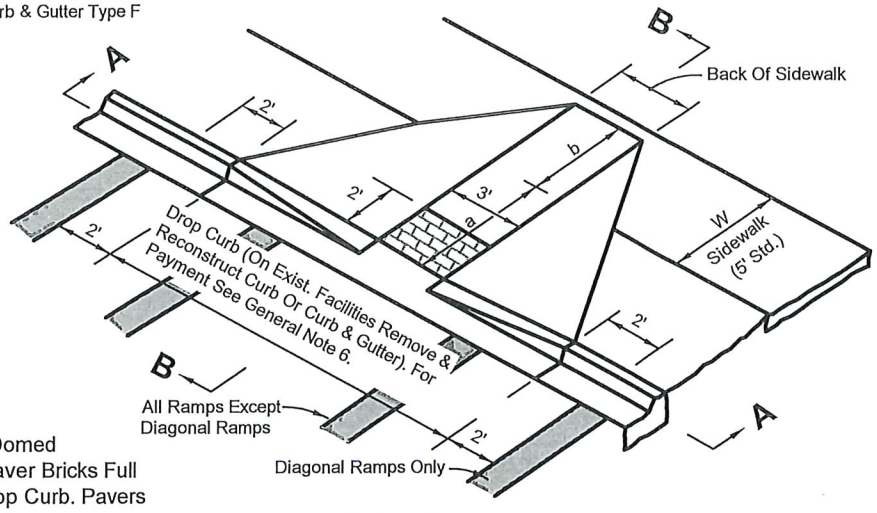
1. The project abuts U.S. Highway 1 which is a State roadway. The applicant shall be required to obtain permitting through FDOT for the work proposed in the right-of-way and drainage approval prior to building permit issuance.
2. The drainage plans were reviewed conceptually and will be reviewed in depth at time of DPCR application.

JRA/TST/tst TST

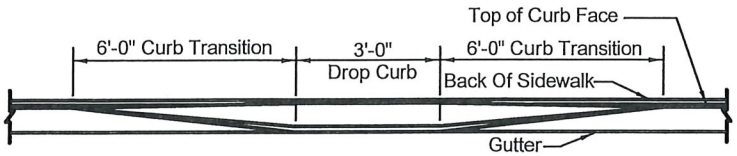
100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847



PLAN VIEW



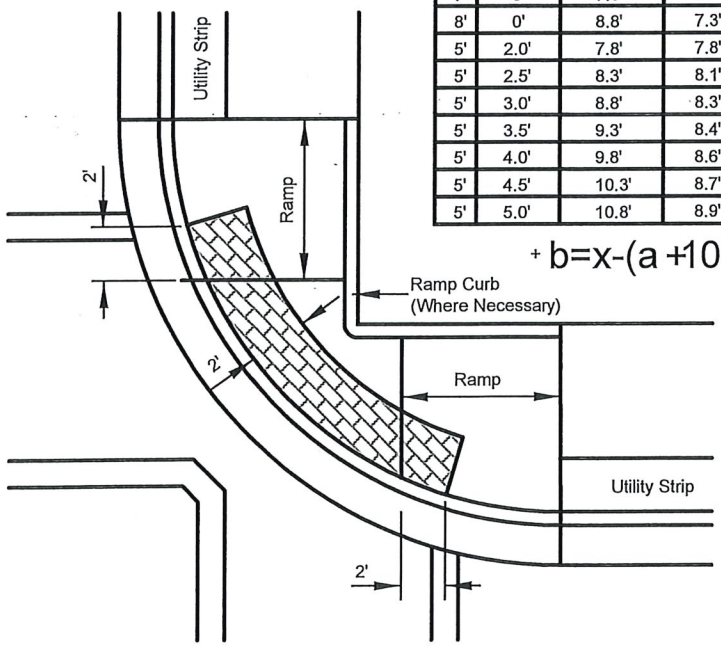
PICTORIAL VIEW



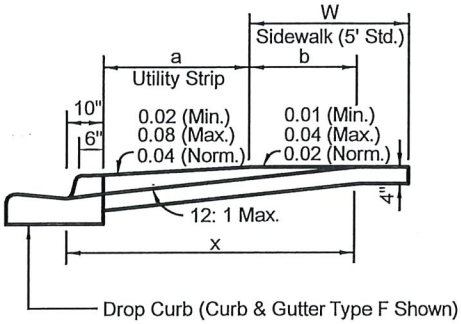
SECTION AA

W	a	W + a + 10"	X	b
5'	0'	5.8'	5.8'	5.0'*
6'	0'	6.8'	6.8'	6.0'**
7'	0'	7.8'	7.3'	6.5'**
8'	0'	8.8'	7.3'	6.5'**
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

* $b = x - (a + 10")$



DIAGONAL RAMPS



SECTION BB

CROSSWALK WIDTHS AND CONFIGURATION VARY.

b = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12:1 SLOPE.

Q:\Engineering CADD Files\Drawings\Reference\City Details\City Details 2018\09 Curb Ramps Detail.dwg

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

CURB RAMP DETAIL

DATE:	JUNE 2018
SCALE:	N.T.S.
DRAWN:	D.SUMNER

SHEET 9

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 1.20.22
Property Address: Site Plan and Conditional Use – Fort Pierce Storage Facility – 2415-602-0002-000-2 - At or near the NE Corner of US Highway 1 and Ohio Avenue

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves 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 7th 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: 1/14/22

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600

Technical Review Committee Meeting

January 20, 2022

TECHNICAL REVIEW PROJECT # 21-07000028
Ft Pierce Storage Facility
Comments

FPUA W/WW Engineering: Water and wastewater services are available to serve the subject property. Please submit 3 sets of utility plans along with a completed plan review and commercial service application to FPUA's Water and Wastewater engineering department located at 1701 S 37th Street Fort Pierce Florida 34947. Below is a link to our website which includes utility details, permit applications, specifications, and the Developer's Responsibilities which will guide you through the entire process.

Engineer of record to explore the possibility of installing the DDC assembly in the island next to the entrance to the facility. It is recommended that the 12" water main on the west side of US 1 be located to see if a reverse tap will be feasible. Our records indicate that the water main is close to the right of way which would cause the service line to fall on private property.

W/WW Engineering Page

For any additional questions please call 772-466-1600 ext. 3428 or email ldawson@fpua.com.

FPUA Electric & Gas Engineering: Approved.

Electric service is available to the site (from along the north or south side of property) for the proposed commercial development. Please provide electric load information for the propose structures /new services and AutoCAD drawing. Customer will be responsible for all transformer pads, conduits and secondary conductors. For more information and project coordination, please contact Sal Scimeca.

Sal Scimeca
Engineering Technician II
Electric and Gas Engineering

1701 S. 37th Street, Fort Pierce, FL 34947
sscimeca@fpua.com
Office: (772)466-1600 Ext. 6957

Gas service is available to the site (from Sandridge Road) for the proposed commercial development. Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service to the propose complex). For more information and incentive available, please contact Billy Dupre.

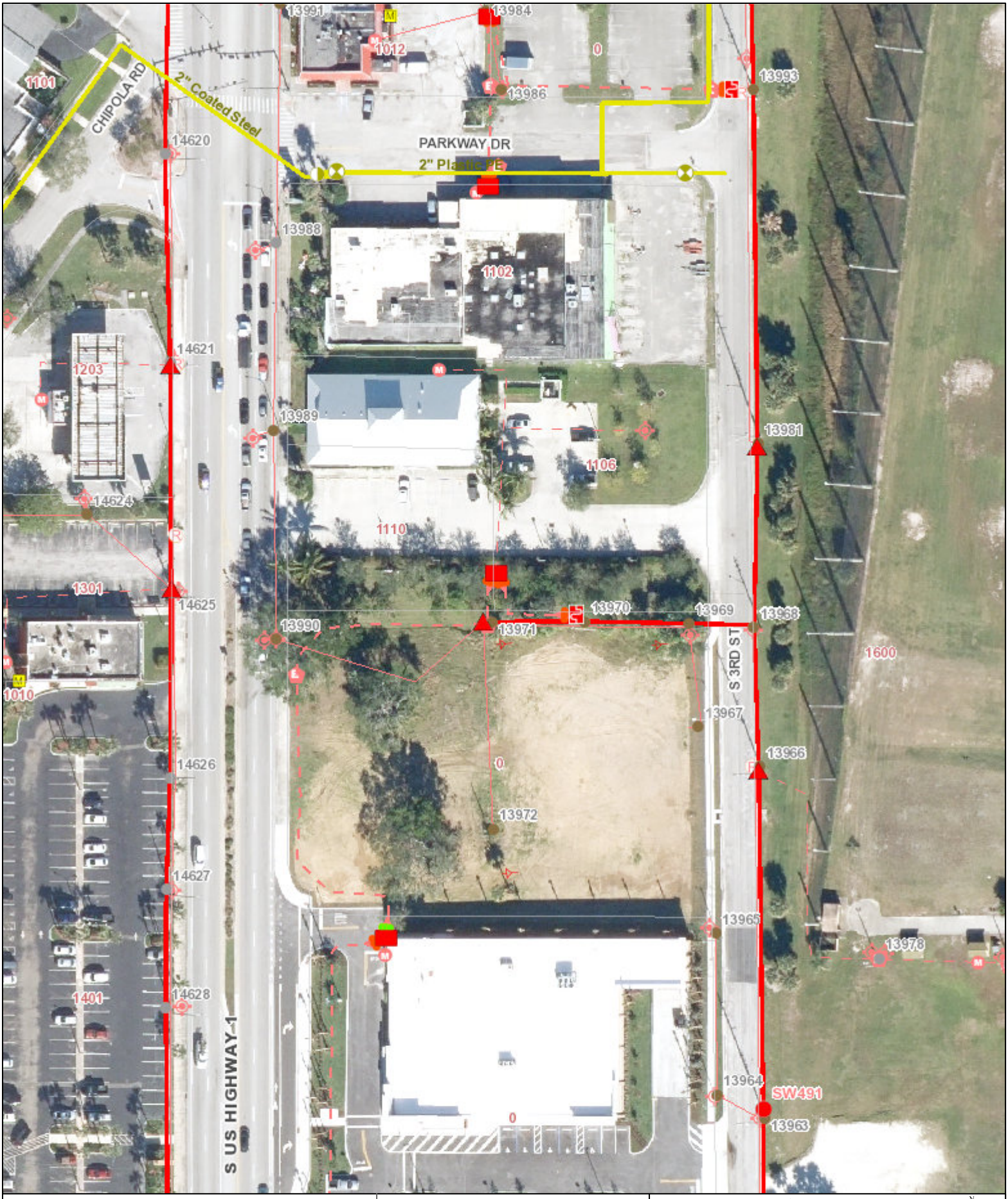
Billy Dupre
Business Development Representative
Gas Operations
1701 S. 37th Street, Fort Pierce, FL 34947
Bdupre@fpua.com
Office: (772)-466-1600 Ext.4705

FPUA will require a utility easement for all propose FPUA facilities within the site.

Please find attached copies of the FPUA GIS maps (Electric and Gas).



If the developer should have any questions, please have them contact me or the individuals listed above.



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse
- Transformers
  - Overhead
  - Pad Mount
- Valves
  - Gas
  - Water
  - Raw Water
  - Waste Water
- Fire Hydrant
- Well
- Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 6/1/2021

FPUA COMMUNITY PROUD

N

1 inch = 95 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

ST. LUCIE COUNTY FIRE DISTRICT
FIRE PREVENTION BUREAU
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Fort Pierce Self Storage

REVIEW DATE: May 9, 2019, 6/24/2021, 1/11/2022

PLANNER: VENNIS GILMORE

REVIEWED BY: Captain Wayne Boyer, Lt. Salomon Rincon

Site Plan Approved: _____

Site Plan Approved with conditions: ___X____

Site Plan Approval withheld pending written acknowledgement of conditions: _____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line athttp://www.slcfd.com/permits.htm**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic copy of the Site Plan (pdf format)**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**

ST. LUCIE COUNTY FIRE DISTRICT
FIRE PREVENTION BUREAU
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

5. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**

6. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

7. **Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).**

8. **Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.**

9. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

10. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

11. **Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location NEC US 1 & Ohio Ave, FT. Pierce, FL

Parcel ID #(s) 2415-602-0002-000-2

Project description Construct a 4-story climate controlled storage facility approximately 106,860 SF

LGFTP I LLC (DBA: Fort Pierce Self Storage LLC, Daniel Abreu)	Edward M. McDonald/ Principal/ Thomas Engineering Group
Property Owner(s)	**Applicant/Representative, Title, Company**
14011 SW 20th Street	1502 W. Fletcher Ave. Suite 101
Street Address	Street Address
Miami FL 33175	Tampa FL 33612
City State Zip	City State Zip
954-755-5817	813-379-4100
Phone Number	Phone Number
rich@lginst.net	emcdonald@thomaseg.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 20 day of October, 2021, by Daniel Abreu who is personally known to me or has produced _____ as identification.

Signature of Notary

(seal)

NOTARY PUBLIC STATE OF FLORIDA
MAYTEE HERNANDEZ
Commission # GG 916449
Expires January 24, 2024
Bonded Thru Budget Notary Services

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____

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:

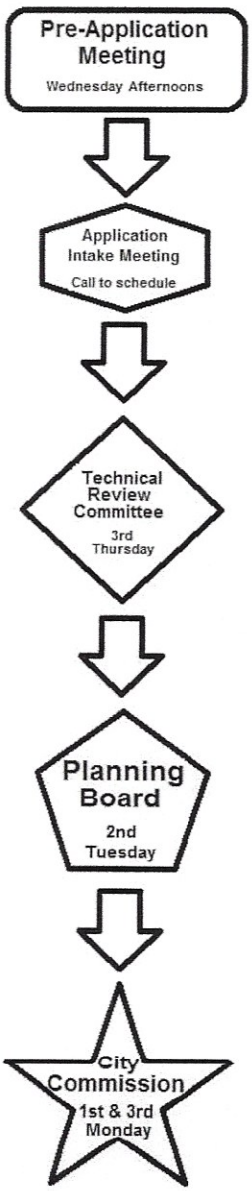
Site: 60,039

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: 0

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

North	South	East	West
Retail	Retail	OS	Retail

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)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Design Review

Property address or Location: NEC US1 & Ohio Ave, FT. Pierce, FL

Parcel ID #(s): 2415-602-0002-000-2

Project Description: Construct a 4-story climate controlled storage facility approximately 106,860 SF

LGFTP I LLC (DBA: Fort Pierce Self Storage LLC, Daniel Abreu)	Thomas Engineering Group
Property Owner(s)	Applicant/Representative, Title, Company
14011 SW 20th Street	1502 W Fletcher Avenue, Suite 101
Street Address	Street Address
Miami FL 33175	Tampa FL 33612
City State Zip	City State Zip
954-755-5817	813-379-4100
Phone Number	Phone Number
rich@lginst.net	emcdonald@thomaseg.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

The foregoing instrument was acknowledged before me this 20 day of October, 2021, by Daniel Abreu who is personally known to me or has produced _____ as identification.

MAYTEE HERNANDEZ
Commission # GG 916449
Expires January 24, 2024
Bonded Thru Budget Notary Services

Signature of Notary

(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.

Building Use and Environment Narrative

for

Fort Pierce Storage Facility

S US Highway 1, Fort Pierce
St. Lucie County, Florida

Prepared for:

Leonardi Investment Group

Prepared by

1502 W. Fletcher Ave, Suite 101
Tampa, FL 33612
813-379-4100

October 15, 2021

TEG Project # FT210079

Project Name: **Fort Pierce Storage Facility**
Location: **S US Highway 1, City of Fort Pierce, St. Lucie County, FL**
Sec/Twp/Rge: **S15/T35S/R40E**
Permittee: **LGFTP I LLC (DBA Fort Pierce Self Storage LLC)**
Property Owner: **LGFTP I LLC (DBA Fort Pierce Self Storage LLC)**
Project Area: **1.38 Acres**

I. Building Narrative

The proposed building is a four-story, climate-controlled, self-storage facility located off on US Highway 1. The hours of operation may vary based on local demands. The expected hours of operation will be from 6AM to 10PM. The storage facility will employee approximately three to five people with two employees per shift.

II. Environmental Impact Statement

An environmental engineer was contacted and provided the following statement

"The most recent Phase II Environmental Site Assessment conducted during August 2021 demonstrated that petroleum hydrocarbon impacted groundwater is present at the property at levels which will require further assessment and remediation. Furthermore, Phase II ESA demonstrated that petroleum hydrocarbon concentrations in excess of the Leachability standards have been identified in the soil. Currently, our environmental consultant is working on a proposal to continue the assessment in an effort to define the extent of the impacted groundwater and soil both vertically and horizontally. In addition, interim remedial action strategies will be implemented in an effort to mitigate these impacts."

III. FDOT and SFWMD

Required permits will be submitted and approved prior to site approval.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: TBD
Sec/Town/Range: 15/35S/40E
Parcel ID: 2415-602-0002-000-2
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 181883
Map ID: 24/15N
Zoning: General Co

Ownership

LGFTP I LLC
7307 NW 122nd AVE
Parkland, FL 33076

Legal Description

LG CENTER (PB 74-39) LOT 2 (1.38 AC - 60,113 SF)

Current Values

Just/Market Value:	$270,500
Assessed Value:	$270,500
Exemptions:	$0
Taxable Value:	$270,500

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF



Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	1.38
Land Size (SF):	60,113

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$270,500
Just/Market:	$270,500
Ag Credit:	$0

Current Year Exemption Value Breakdown

Save Our Homes or 10% Cap:	$0
Assessed:	$270,500
Exemption(s):	$0
Taxable:	$270,500

Current Year Special Assessment Breakdown

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

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2020	$270,500	$270,500	$0	$270,500
2019	$270,500	$270,500	$0	$270,500
2018	$270,500	$270,500	$0	$270,500

Permits

Number	Issue Date	Description	Amount	Fee
BP17-0880	May 23, 2017	Commercial New Construction	$2,336,928	$0
BP17-0887	May 18, 2017	Site Work	$700,000	$0

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2021 Saint Lucie County Property Appraiser. All rights reserved.

July 30, 2021

LETTER OF AUTHORIZATION

To Whom It May Concern:

Please accept this letter as authorization for Edward M. McDonald with Thomas Engineering Group LLC, to serve as Agent for any permitting or other governmental approvals including City of Fort Pierce, St. Lucie County, FDEP, and SFWMD, on behalf of **LGFTP I LLC.** for the proposed development located at **Enter Address Here.**
I hereby designate and authorize **Thomas Engineering Group, LLC** to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above.

Signature: Rich Leonardi

Company: LGFTP I LLC

Printed Name: Rich J. Leonardi

Title: MGR

Address: 7307 NW 122nd Avenue

City: Parkland State:FL Zip:33076

Phone:954-755-5817

Email:rich@lginvest.net

STATE OF Florida COUNTY OF Broward
On this 30 day of July, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared Rich Leonardi and whose name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed it. The individual(s) is/are ✓ personally known to me, or ___ presented the following identification: _____.

WITNESS my hand and official seal. NOTARY SEAL & COMMISSION EXPIRATION:

Notary Signature

MARTHA E. MENDIBLE
Notary Public - State of Florida
Commission # GG 280552
My Comm. Expires Nov 29, 2022
Bonded through National Notary Assn.

Electronic Articles of Organization
For
Florida Limited Liability Company

L21000321263
FILED 8:00 AM
July 14, 2021
Sec. Of State
jcmiller

Article I

The name of the Limited Liability Company is:

FORT PIERCE SELF STORAGE LLC

Article II

The street address of the principal office of the Limited Liability Company is:

14011 SW 20 STREET
MIAMI, FL. 33175

The mailing address of the Limited Liability Company is:

14011 SW 20 STREET
MIAMI, FL. 33175

Article III

The name and Florida street address of the registered agent is:

DANIEL ABREU
14011 SW 20 STREET
MIAMI, FL. 33175

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DANIEL ABREU

Article IV

L21000321263
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jcmiller

The name and address of person(s) authorized to manage LLC:

Title: MBR
TPAD FORT PIERCE LLC
14011 SW 20 STREET
MIAMI, FL. 33175

Title: MBR
LGFTP I, LLC
5944 CORAL RIDGE DRIVE, SUITE 312
CORAL SPRINGS, FL. 33076

Signature of member or an authorized representative

Electronic Signature: DANIEL ABREU

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

FILE # 4297810 OR BOOK 3984 PAGE 2394, Recorded 04/13/2017 04:05:27 PM Doc Tax: $3500.00

THIS INSTRUMENT WAS PREPARED BY:

REGINA NAPPI, ESQ.
TD BANK, N.A.
75 JOHN ROBERTS ROAD, BLDG. B
SOUTH PORTLAND, ME 04106

PARCEL ID# 2415-601-0448-000-7 & 2415-601-0449-000-4

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 12 day of April, 2017, between **FIRST CITIZENS PREMISES COMPANY, INC**, a Florida corporation, whose address is 2211 Okeechobee Road, Fort Pierce, FL 34950 ("Grantor"), and **LGFTP I, LLC,** a Florida limited liability company, whose address is 7307 NW 122nd Avenue, Parkland, FL 33076 ("Grantee"):

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its/his/her heirs or successors and assignees forever, the following parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, and more particularly described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF (the "Land").

SUBJECT TO AND TOGETHER WITH, HOWEVER, THE FOLLOWING:

1. Real property taxes and assessments for the year 2017 and for subsequent years.

2. Zoning and other regulatory laws and ordinances affecting the Land.

3. Easements, reservations, restrictions, rights of way, and other matters of record, if any, without re-imposing the same.

4. For a period of five (5) years from the recording hereof, the Land may not be used as a commercial bank, retail bank branch, savings bank, financial services institution, insurance company, brokerage firm, for the placement of an Automatic Teller Machine (ATM), savings and loan or credit union or affiliate thereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Land hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Land; that it hereby specially warrants the title to said Land and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor but against no others.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, the day and year first above written.

FIRST CITIZENS PREMISES COMPANY , INC. (a Florida corporation)

By: _____
Name: Jason Lavegna
Title: Senior Vice President

_____
Witness
Lauren H Lerbuntz
Printed Name of Witness

_____
Witness
MALGORZATA CRANMER
Printed Name of Witness

STATE OF New Jersey)
) ss.:
COUNTY OF Burlington)

The foregoing Special Warranty Deed was acknowledged before me this 12 day of April, 2017, by Jason Lavegna, as Senior Vice President of **FIRST CITIZENS PREMISES COMPANY, INC.**, a Florida corporation, on behalf of the corporation, who (X) is personally known to me, or ( ) produced _____ as identification.

_____
Signature of Notary Public

Lauren Dercqu
Printed Name of Notary Public

LAUREN DERCQU
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50046627
My Commission Expires 9/30/2021

EXHIBIT A

PARCEL 1:

The East 100 feet of Lots 1, 2, 3 and 4, Block 30 Pinewood Subdivision, according to the Map and Plat thereof as recorded in Plat Book 5, Page 24, of the public records of St. Lucie County Florida, less and except the South 30 feet of the above-described property as conveyed to the City of Fort Pierce, Florida by the Special Warranty Deed recorded in official records Book 2853, Page 832, of the public records of St. Lucie County, Florida.

PARCEL 2:

Lots 1, 2, 3 and 4, less and except the East 100 feet thereof of each, and all of Lots 27, 27A, 28, 28A, 29, 29A, 30 and 30A, Block 30 Pinewood Subdivision, according to the Map and Plat thereof as recorded in Plat Book 5, Page 24, of the public records of St. Lucie County, Florida; TOGETHER with all of that portion of the alley appurtenant to said lots, which alley has been vacated and closed by the City of Fort Pierce. Less and except the South 30 feet of the above-described property as conveyed to the City of Fort Pierce, Florida by the Special Warranty Deed recorded in official records Book 2853, Page 832, of the public records of St. Lucie County, Florida.

Prepared by and Return to:
Kenneth P. Wurtenberger, Esq.
Kopelowitz Ostrow P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
954-525-4100
File Number: 013354-000011

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 27th day of September, 2017, between **LGFTP I, LLC.**, a Florida limited company ("Owner") and **ALDI (FLORIDA) L.L.C.,** a Florida limited liability company ("ALDI").

RECITALS

A. Owner is the owner that certain real property situated in St. Lucie County, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Owner has leased to ALDI a portion of the Property, which is more particularly described on Exhibit "B", attached hereto and incorporated herein by reference (hereinafter referred to as "Lot 1") by that certain Aldi Ground Lease Agreement dated on or about February 20, 2017 (the "Lease").

C. Owner intends to lease to a future tenant the balance of the Property, which is more particularly described on Exhibit "C", attached hereto and incorporated herein by reference (hereinafter referred to as "Lot 2").

D. Owner and ALDI desire to impose certain easements upon Lot 1 and Lot 2, and to establish certain covenants, conditions and restrictions on Lot 1 and Lot 2, for the mutual and reciprocal benefit and complement of said future owners of Lot 1 and Lot 2 and occupants or tenants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Owner, and ALDI hereby covenant and agree that Lot 1 and Lot 2 and all present and future owners, occupants and tenants of Lot 1 and Lot 2 shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels (as hereinafter defined) shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. **Definitions.** For purposes hereof:

a) The term "ALDI" shall mean ALDI (FLORIDA) L.L.C., a Florida limited liability company (or any of its affiliates, subsidiaries, successors or assigns).

b) The term "Future Tenant" shall mean the tenant to which the Owner leases Lot 2 (or any of its affiliates, subsidiaries, successors or assigns).

c) The term "Easement" or "Easements" collectively shall mean the Cross Access Easement, Drainage Easement and Temporary Construction Easement, as set forth in this Agreement.

d) The term "Owner" or "Owners" shall mean the Owner of the Property and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any mortgage, lien or encumbrance on the Property.

e) The term "Parcel" or "Parcels" shall mean the two (2) separately identified parcels of real property that comprise the Property that is the subject of this Agreement, (i.e. Lot 1 described on Exhibit "B", and Lot 2 described on Exhibit "C").

f) The term "Permittees" shall mean the owner(s), tenant(s) or occupant(s) of a Parcel.

g) The term "Site Plan" shall mean the site plan of the Parcels attached hereto as "Exhibit "D" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

h) The term "Tenant" shall mean Future Tenant or any other future tenant of Lot 1 or Lot 2.

2. **Easements.**

2.1 **Grant of Easements.** Subject to any express conditions, limitations or reservations contained herein, the Owner and ALDI hereby grant, establish, covenant and agree that the Parcels, and the Owner and Permittees of the Parcels, shall be benefitted and burdened by the following nonexclusive, perpetual easements which are hereby imposed upon the Parcels:

(a) A reciprocal easement for reasonable access, ingress and egress over the paved driveways, roadways and walkways (but not parking areas) as presently or hereafter constructed on Lot 1 and Lot 2, in the location depicted on the Site Plan and identified as the "Cross Access Easement". The Cross Access Easement shall provide for the passage of motor vehicles and pedestrians traffic.

(b) An easement for the installation, use and operation of utilities, including without limitation water, sewer, electric, telephone, and cable (each a "Utility" or collectively, "Utilities") upon, over, under and across those portions of Lot 2, which are depicted on the Site Plan as the "Drainage Easement" and to enter and access Lot 2 as necessary for the installation, maintenance, repair and replacement said Utility; provided that except in an emergency, the right of a Lot 1 Permittee to enter upon Lot 2 for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the Owner (and, during the continuance of the Future Tenant's Lease, Future Tenant) as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of Lot 2 (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Permittee of Lot 2.

The Permittee of Lot 2 shall have the right at any time to relocate a Utility located upon Lot 2 upon 30-days prior written notice to all Permittees of Lot 1, including ALDI; provided, however, that such relocation shall not interfere with or diminish the utility service to Lot 1; shall not reduce or unreasonably impair the usefulness or function of such Utility; shall be performed without cost or expense to the benefitted Permittee; and shall be completed using materials and design standards which equal or exceed those originally used. Each Utility shall be installed, maintained and replaced, at the sole cost and expense of the benefitted Permittee and be kept in a good condition (except to the extent the provider of the service or a governmental or quasi-governmental authority has agreed to maintain such Utility). Any maintenance and repair of a Utility located on Lot 2 shall be performed in such a manner as to cause as little disturbance to Lot 2 as is practicable under the circumstances.

(c) A temporary construction easement over Lot 2, as necessary for ALDI to develop and construct improvements on Lot 1 (the "Temporary Construction Easement").

2.2 **Indemnification.** Each party having rights with respect to the Easements granted hereunder shall indemnify, defend, and hold the other party whose Parcel is subject to the Easements (the "Indemnified Party") harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such party, its contractors, employees, tenants, agents, or others acting on behalf of such party unless caused by the act or omission of the Indemnified Party.

2.3 **Cross Access Easement Areas**. The Cross Access Easement shall in no event be blocked, closed, altered, changed or removed other than for routine maintenance or repair and shall at all times remain in place as shown on the Site Plan. The Cross Access Easement shall be properly maintained as set forth in paragraph 3.2(a). The Cross Access Easement shall be maintained to provide a smooth and level grade transition to allow the use for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above.

3. Parking and Easements.

3.1 **Parking**. The Easements set forth herein shall not include parking; accordingly, each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Parcel, such that each Parcel shall be self-sufficient for vehicular parking.

3.2 **Easements**.

(a) **Cross Access Easement.** Following possession of their respective Parcels, each Permittee and the Owner, on behalf of the Future Tenant, covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense the portion of the Cross Access Easement located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of the Cross Access Easement shall include without limitation, maintaining and repairing all sidewalks and the surface of the roadway areas, removing all papers, debris and other refuse from and periodically sweeping all roadway areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the Cross Access Easement areas, maintaining directional signs in good condition and repair, lines and striping as needed, maintaining landscaping, and performing any and all such other duties as are necessary to maintain such Cross Access Easements in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Cross Access Easement on any Parcel, the Tenant of such Parcel (or the Owner if there is no Tenant) shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Easement to the condition that existed prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). The Cross Access Easement shall not be altered, modified, reconfigured, relocated and/or removed without the written consent of the party occupying the benefited Parcel, which consent shall be given or withheld in said party's business judgment.

Notwithstanding anything herein to the contrary, for so long as ALDI is the tenant of Lot 1, the Cross Access Easement area shall be maintained and repaired by ALDI but the cost of such maintenance and repairs shall be shared equally between ALDI and the Owner. All invoices for such actual maintenance, repair and replacement costs shall be presented to the Owner with supporting documentation on a quarterly basis and shall be paid within thirty (30) days of such presentation. In the event Owner fails to timely remit payment of an invoice to ALDI, ALDI may, in Aldi's sole discretion, elect to purse either, or both, of the following remedies: (i) offset the cost for the same from any amounts owed by ALDI to Owner from time to time or (ii) bring a cause of action against Owner for damages or such other relief as is equitable in any court of competent jurisdiction or such other jurisdiction as may be agreed to between the Parties. ALDI shall also be entitled to the maximum rate of interest, notwithstanding any other rate of interest contained herein, permitted under applicable law which shall accrue beginning on the date ALDI submits the invoice to Owner and ending on the date ALDI receives payment for the same. In the event Aldi ceases to become the tenant and occupant of Lot 1, whether or not ALDI continues to remain liable under the lease, ALDI shall cease to be responsible for maintaining and repairing the Cross Access Easement area.

(b) **Drainage Easement**. The Permittee of Lot 1 shall at all times during the use of the Drainage Easement operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any Utility serving Lot 1 and from time to time existing on Lot 2 pursuant to the Drainage Easement described herein. No Permittee of Lot 2 shall be permitted to tie in or otherwise join into a Utility in the Drainage Easement area benefitting Lot 1, whether existing on Lot 1 or Lot 2, without the prior written consent of the Permittee of Lot 1, which consent may be granted or withheld in the Permittee's reasonable discretion. The foregoing notwithstanding, the Permittee of Lot 2 shall be permitted to tie into a storm drain facility benefitting Lot 1 in the Drainage Easement area, provided that (i) the Lot 1 Permittee shall have the right to approve the location and all plans related to the construction, installation, and connection of Lot 2's storm sewer facility prior to the commencement of any work, which approval shall not be unreasonable withheld, conditioned or delayed, provided that, if the Lot 1 Permittee does not approve the location and such plans within thirty (30) days after receipt of the same then such plans shall be deemed approved by the Lot 1 Permittee; (ii) such tie in shall not interfere with or diminish the storm drain facilities to Lot 1; and (iii) the tie in shall not materially adversely affect the usefulness or function of Lot 1's storm drain facility.

No Permittee of Lot 2 shall construct or permit permanent improvements, trees, shrubs or other obstructions that would materially interfere with the usefulness and access to the Drainage Easement area or any Utility contained therein. Nor shall a Lot 2 Permittee grant the right or otherwise permit the use of the Drainage Easement area in a manner that would materially adversely affect the full use and enjoyment of the Drainage Easement by a Lot 1 Permittee.

4. Construction of Improvements.

Every building (including its appurtenant improvements located in the Easement), now or in the future constructed on Lot 1 and Lot 2, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 **General**. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the terms of this Agreement, it is expressly agreed that neither all nor any portion of Lot 1 or Lot 2 shall be used, directly or indirectly, for purposes of:

a) A use or operation that is generally considered to be an environmental risk to any portion of the Property or surrounding properties;

b) A business selling alcoholic beverages for on-premises consumption except for a restaurant with sit-down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales;

c) A laundry or dry cleaning establishment, provided the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;

d) Any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store).

e) Adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);

f) A pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 5,000 square feet, schools or learning centers having more than thirty students at any one time, skating rink or bowling alley.

g) Any business or use that would negatively impact ALDI's access to parking spaces;

h) Children's play or party center, telemarketing, poling and surveying center, or office use; however, the foregoing shall be permitted if there is sufficient parking to maintain a ratio of 6 spaces per 1,000 sq. ft. of gross leaseable area.

i) An abortion clinic; Planned Parenthood;

j) A pet sore;

k) A gasoline station or an auto repair shop;

l) A lot for the sale of used automobiles;

m) A mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building;

n) Off-tract betting establishment, bingo parlor or any gambling use;

o) A business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;

p) An assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;

q) A junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage of refuse;

r) A pawn shop, a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, flea market or a store dedicated to the sale of tobacco products;

s) A mortuary or funeral home;

t) A church or other place of worship, banquet hall, auditorium or meeting hall;

u) The outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.); and/or

v) Carnival amusement park, or circus.

5.2 **Additional Restrictions**.

A. No portion of Lot 2 during the term of the ALDI lease as may be extended, shall be used, directly or indirectly, for any of the following purposes: The operation of a Retail Grocery Store (the "Exclusive Use"). The term "Retail Grocery Store" means a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any other store where more than 50 grocery items are sold for off-premises consumption. The term "Retail Grocery Store" shall not include a delicatessen, or any restaurant wherein prepared food is sold for on-premises consumption or for "take-out" consumption.

B. In the event of a violation of the restrictions set forth in Section 5.1 or 5.2(A) (collectively, the "Restrictions"), the Owner, ALDI or Tenant of a Parcel shall be entitled to pursue all remedies available at law or in equity, including, without limitation, injunctive relief. In the event of any litigation relating to the enforcement of the provisions contained in this Section, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees. Nothing contained herein shall be construed to limit ALDI's rights and remedies under the Lease. The Restrictions shall run with the land.

C. Owner shall have no right to grant any additional easements of any kind or nature over the Access Easement for the benefit of any other property.

5.3 **Drive-Throughs**. No improvements constructed on the Parcels for vehicular drive-up or drive-through shall be used or operated in any manner such that motor vehicles in line at such facility stop or stand onto the other Parcel, or otherwise interfere with the normal pattern and flow of vehicular traffic on and across the other Parcel.

6. Insurance. Throughout the term of this Agreement, Owner shall require and/or cause Lot 1 and Lot 2 to be covered under an insurance policy for general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual

liability arising under the indemnity contained in paragraph 2.2 above), death or property damage occurring upon such Permittee's Parcel, with single limit coverage of not less than an aggregate of Two Million and No/100 Dollars ($2,000,000.00) including umbrella coverage, if any, and naming Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof), Future Tenant (during the continuance of the Future Tenant Lease) and ALDI (during the continuance of the ALDI Lease) as additional insureds. For so long as ALDI is the tenant and occupant of Lot 1, ALDI shall procure and maintain the required coverage under this paragraph 6, provided that such coverage can be obtained as permitted under the Lease.

7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lot 1 or Lot 2. No Easements, except those expressly set forth in paragraph 2, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking or signage are granted or implied, except as specifically set forth herein.

8. Remedies and Enforcement.

8.1 **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or Permittee of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Permittee(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

8.2 **Self-Help**. In addition to all other remedies available at law or in equity, upon the failure of ALDI, Tenant, or Owner to cure a breach of this Agreement within thirty (30) days following receipt of written notice (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such sure to completion), any party shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof together with interest at fifteen percent (15%). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on either Parcel, ALDI, Owner or Tenant immediately may cure the same and be reimbursed by the other party upon demand for the reasonable cost thereof together with interest as above described if such blockage occurred on the parcel owned or occupied, or was caused, by the other party.

8.3 **Remedies Cumulative**. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity including the non-defaulting party's right to injunctive or other equitable relief to enjoin a violation or threat thereof.

8.4 **No Termination For Breach**. Notwithstanding the foregoing, no breach hereunder shall entitle any Owner or Tenant to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage

or deed of trust upon any Parcel made in good faith for value, but the Easements, covenants, conditions and restrictions shall be binding upon and effective against any Owner of a Parcel whose title is acquired by foreclosure, trustee's sale or otherwise, and its Permittees.

8.5 **Term**. Unless otherwise provided herein, the Easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Clerk of Court of St. Lucie County, Florida and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated as provided in paragraph 9.2.

9. Miscellaneous.

9.1 **Attorneys' Fees**. In the event an Owner or Permittee institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2 **Amendment**. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all Permittees of Lot 1 and Lot 2, evidenced by a document that has been fully executed and acknowledged by all such Permittees and recorded in the official records of the Clerk of the Court of St. Lucie County, Florida.

9.3 **Consents**. Whenever in this Agreement the consent or approval of a Future Tenant, ALDI, Tenant or Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, delayed or conditioned. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background information as is reasonably necessary to make an informed decision thereon. The consent of ALDI, Future Tenant, Tenant or the Owner, to be effective, must be given, denied or conditioned expressly and in writing.

9.4 **No Waiver**. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

9.5 **No Agency**. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

9.6 **Covenants to Run with Land**. It is intended that each of the Easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9.7 **Grantee's Acceptance**. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase

thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the Parcel or any portion thereof acquired by such grantee.

9.8 **Separability**. Each provision of this Agreement and the application thereof to Lot 1 and Lot 2 are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

9.9 **Time of Essence**. Time is of the essence of this Agreement.

9.10 **Entire Agreement**. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

9.11 **Notices**. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The Owner, ALDI and any Tenant of Lot 1 or Lot 2 may change from time to time their respective address for notice hereunder by like notice to the Owner, ALDI and any Tenant of Lot 1 or Lot 2. The notice addresses are as follows:

Owner:	**LGFTP I, LLC.** Attn: Richard Leonardi 7307 NW 122nd Avenue Parkland, FL 33076 Tel: (954) 755-5817 Email: rich@lginvest.net
With a copy to:	**KOPELOWITZ OSTROW P.A.** Attn: Kenneth P. Wurtenberger, Esq. One West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Tel: (954) 332-4203 Fax: (954) 206-0188 Email: kwurtenberger@kolawyers.com
ALDI:	**ALDI (FLORIDA), L.L.C.** Attn: Jordan Ford, Director of Real Estate

1171 N. State Road 7
Royal Palm Beach, FL 33411
Tel: (561) 640-8000
Email: Jordan.ford@aldi.us

With a copy to:

KAYNE LAW GROUP
Attn: Adam Smith, Esq.
612 Park Street, Suite 100
Columbus, OH 43215
Tel: (614) 223-8800
Email: asmith@kaynelaw.com

9.12 **Governing Law**. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

9.13 **Estoppel Certificates**. The Owner(s), Future Tenant, ALDI and any Tenant of Lot 1 or Lot 2, within thirty (30) days of its receipt of a written request from the Owner(s), ALDI or a future Tenant of Lot 1 or Lot 2, shall from time to time provide the requesting party, a binding certificate stating: (a) to the best of such parties' knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

9.14 **Bankruptcy**. In the event of any bankruptcy affecting any Owner, ALDI, or any future Tenant of Lot 1 or Lot 2, or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, Sealed and Delivered
In the Presence of:

Witness Signature

Print Name: Mathew Leonardi

Witness Signature

Print Name: Beverly Leonardi

LGFTP I, LLC, a Florida limited liability company

By: _____
Richard Leonardi, Manager

STATE OF FLORIDA)
: SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Richard Leonardi as Manager of LGFTP I, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of September, 2017.

MARTHA MENDIBLE
Notary Public - State of Florida
My comm. Expires Nov 20, 2018
Commission # FF 174607
Bonded Through National Notary Assn.

Notary Public, State of Florida

Print Name: Martha Mendible
My Commission Expires: 11/20/2018

Signed, Sealed and Delivered
In the Presence of:

Christina Nutter
Witness Signature

Print Name: Christina Nutter

Witness Signature

Print Name: LA Brooks

ALDI (FLORIDA) L.L.C., a Florida limited liability company

By: **ALDI INC.** (Pennsylvania), a Pennsylvania corporation its sole member

By: _____
Chris Hewitt, Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Chris Hewitt as Vice President of ALDI INC. (Pennsylvania), a Pennsylvania corporation the sole member of ALDI (FLORIDA) L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of September, 2017.

Jodi Ellen Gurewitz
Notary Public, State of Florida
Print Name: Jodi Ellen Gurewitz
My Commission Expires: May 27, 2021

JODI ELLEN GUREWITZ
Notary Public – State of Florida
Commission # GG 084812
My Comm. Expires May 27, 2021
Bonded through National Notary Assn.

EXHIBIT "A"

Legal Description of Property

Lot 1 and Lot 2 of the Plat of LG Center, as recorded in Plat Book 74, Page 39 of the public records of Saint Lucie County, Florida.

EXHIBIT "B"

Legal Description of Lot 1

LOT 1 OF THE PLAT OF LG CENTER, AS RECORDED IN PLAT BOOK 74, PAGE 39, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST 100 FEET OF LOTS 1, 2, 3 AND 4, BLOCK 30 PINEWOOD SUBDIVISION, ACCORDING TO THE MAP AND PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY FLORIDA, LESS AND EXCEPT THE SOUTH 30 FEET OF THE ABOVE-DESCRIBED PROPERTY AS CONVEYED TO THE CITY OF FORT PIERCE, FLORIDA BY THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2863, PAGE 832, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

LOTS 1, 2, 3 AND 4, LESS AND EXCEPT THE EAST 100 FEET THEREOF OF EACH, AND ALL OF LOTS 27, 27A, 28, 28A, 29, 29A, 30 AND 30A, BLOCK 30 PINEWOOD SUBDIVISION, ACCORDING TO THE MAP AND PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; TOGETHER WITH ALL OF THAT PORTION OF THE ALLEY APPURTENANT TO SAID LOTS, WHICH ALLEY HAS BEEN VACATED AND CLOSED BY THE CITY OF FORT PIERCE. LESS AND EXCEPT THE SOUTH 30 FEET OF THE ABOVE-DESCRIBED PROPERTY AS CONVEYED TO THE CITY OF FORT PIERCE, FLORIDA BY THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2863, PAGE 832, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

A PORTION OF PARCEL 3 CONTAINED IN SAID LOT 1:

LOTS 5, 6, 7, 8, 9, 10, 24A, 25, 25A, 26, AND 26A, BLOCK 30, PINEWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
TOGETHER WITH THAT PORTION OF VACATED ALLEY CONTIGUOUS TO ABOVE DESCRIBED PARCEL, AS DESCRIBED IN ORDINANCE NO. C-118 RECORDED IN OFFICIAL RECORDS BOOK 1114, PAGE 2037, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION OF THE PROPERTY USED FOR PUBLIC RIGHT-OF-WAY.

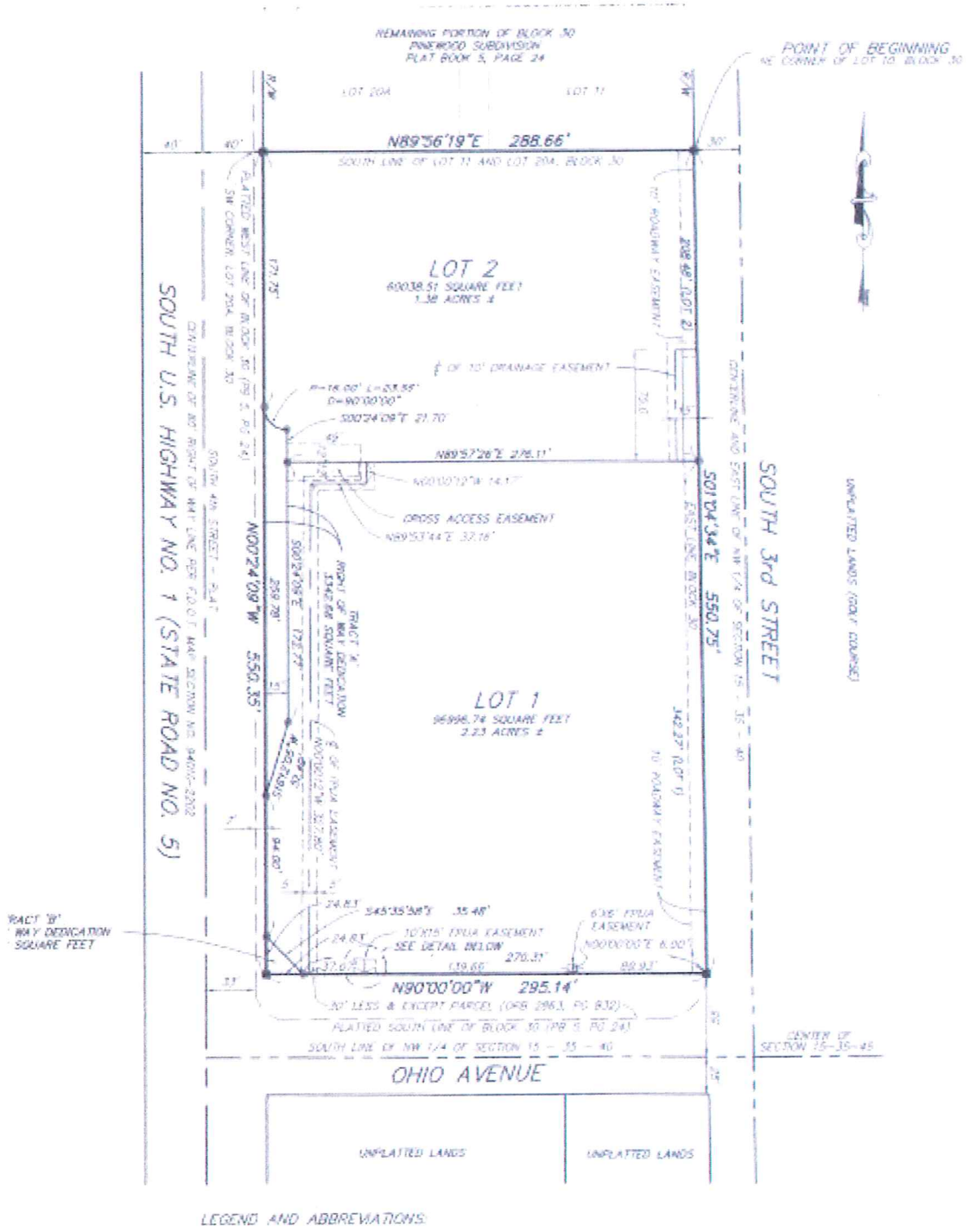
EXHIBIT "C"

Legal Description of Lot 2

Lot 2 of the Plat of LG Center, as recorded in Plat Book 74, Page 39 of the public records of Saint Lucie County, Florida.

EXHIBIT "D"

Site Plan of Parcels



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					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
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(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	

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		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

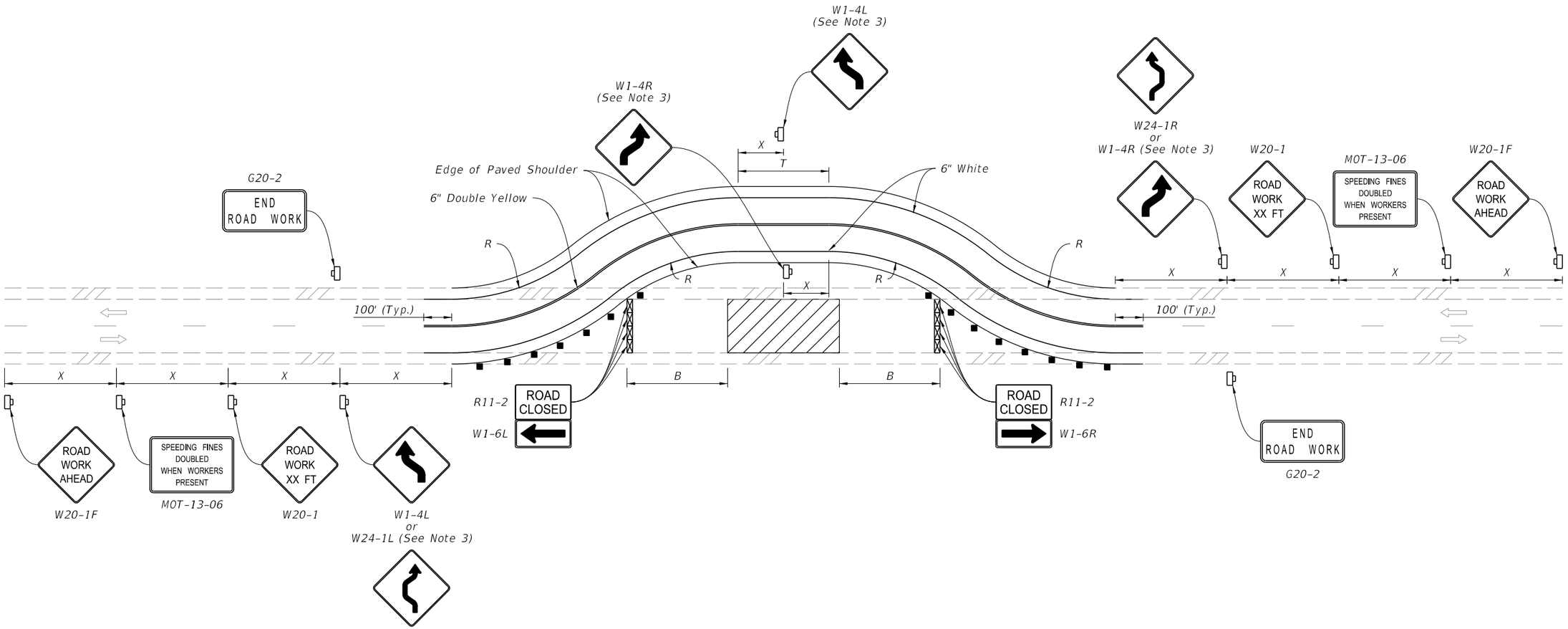
NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding



SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic
- Type III Barricade

NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with temporary diversions.

2. B=Buffer Length
   X=Work Zone Sign Distance
   R=Radius of Curve
   See Index 102-600 for "B", "X", and channelizing device spacing values.
   See Plans for "R" values.

3. If the tangent distance "T" is less than 600', for each direction use a "Double Reverse Curve" sign (W24-1) instead of the first "Reverse Curve" sign (W1-4) and omit the second "Reverse Curve" sign.

11/23/2020 8:07:35 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2021-22 STANDARD PLANS	TWO-LANE, TWO-WAY TEMPORARY DIVERSION CONNECTION	INDEX	SHEET
11/01/20						102-608	1 of 1

TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates, Inc.
2090 Palm Beach Lakes Boulevard, Suite 400
West Palm Beach, FL 33409
P. 561.840.8650
mcmahonassociates.com

September 30, 2021

VIA E-MAIL

Mr. Rich Leonardi
LGFTP I LLC
7307 NW 122 Avenue
Parkland, FL 33076

RE: Fort Pierce Self Storage Parking Analysis
McMahon Project No. N21589.01

McMahon Associates, Inc. (McMahon) has completed a parking analysis associated with the proposed development of a parcel of land located between US-1 and S. 3 Street, north of Ohio Avenue, in the City of Fort Pierce, Florida. The site is currently vacant land. The proposed development, with an anticipated buildout year of 2023, will include 106,830 square feet of a self -storage facility. This facility includes approximately 900 square feet of office space ancillary to the facility, 980 climate-controlled storage units, and a maximum of two (2) employees per shift. **Figure 1** graphically depicts the site location. The site plan is attached in **Appendix A**.

Figure 1 Site Location



Proposed On-site Parking
The site will accommodate 24 parking spaces located along the west and north sides of the building. This includes 22 standard parking spaces and two (2) handicap parking spaces. In addition, three (3) loading spaces will be provided along the north side of the building.

Fort Pierce Parking Requirement
Per the City of Fort Pierce Code of Ordinances, Section 125-315 – *Off Street Parking and Loading*, the parking requirement for warehouse establishments is one (1) space for each 600 square feet of gross floor area. The Code does not specify whether the requirement applies to the entire self-storage facility, which for this project is 106,830 square feet, or if the requirement is intended to be applied to just the ancillary office portion of the self-storage facility, which for this project is approximately 900 square feet.

As no guidance is provided, the parking requirement was calculated assuming the entire self-storage facility:

- Code parking requirement: 106,830 square feet * (1 space/600 square feet) = 178 spaces

Based on experience at other similar sites, and a comparison to the vehicular trips anticipated to be generated by the proposed self-storage facility, the parking requirement of 178 spaces appears excessive. Therefore, research was conducted to determine if the proposed number of parking spaces would be sufficient.

Parking Rates per the Institute of Transportation Engineers (ITE)

The Institute of Transportation Engineers (ITE), *Parking Generation Manual*, 5th Edition was reviewed to determine appropriate parking rates for a self-storage facility. Per Land Use 151 Mini Warehouse, the parking rates, and calculated parking requirement for the proposed development using those rates, are as follows:

- Independent variable - storage units; weekday conditions; peak demand period: 4:00 – 6:00 PM
  - Average Rate: 1.36 spaces for every 100 storage units
  - Proposed Facility = (980 units/100 units) * 1.36 = 14 required parking spaces

- Independent variable - storage units; Saturday conditions; peak demand period: 1:00 – 5:00 PM
  - Average Rate: 0.94 spaces for every 100 storage units
  - Proposed Facility = (980 units/100 units) * 0.94 = 10 required parking spaces

- Independent variable – Gross Floor Area; weekday conditions; peak demand period: 4:00 – 6:00 PM
  - Average Rate: 0.10 spaces for every 1,000 square feet
  - Proposed Facility = (106,830 sf/1,000 sf) * 0.10 = 11 required parking spaces

- Independent variable – Gross Floor Area; Saturday conditions; peak demand period: 1:00 – 5:00 PM
  - Average Rate: 0.09 spaces for every 1,000 square feet
  - Proposed Facility = (106,830 sf/1,000 sf) * 0.09 = 10 required parking spaces

Based on the rates provided in ITE, the highest required parking for the proposed self-storage facility would be 14 parking spaces. Excerpts from ITE are attached in **Appendix B**.

Parking Codes for Nearby Municipalities

For comparison purposes, parking requirements were obtained for municipalities near the City of Fort Pierce. These municipalities included Port St. Lucie, Stuart, Palm Beach Gardens, and Jupiter. Excerpts from these codes are attached in **Appendix C.** The code information is summarized in **Table 1**.

Table 1 Parking Requirement Summary for Nearby Municipalities

JURISDICTION	PARKING REQUIREMENT
Port St. Lucie	2 spaces for the residential quarters, and 1 space for each 200 square feet of GFA used as an office in the rental of storage bays and 1 customer parking space for every 100 storage bays
Stuart	1 space per employee, plus 1 space per 50 storage units
Jupiter	Minimum of 5 spaces or 1 space per 250 square feet of GFA of office uses, whichever is greater, plus 2 spaces for a manager's residential unit
Palm Beach Gardens	1 space per 75 storage spaces plus 2 spaces per security quarters plus 4 spaces per office

Based on these parking requirements, the number of parking spaces that would be required for the proposed self-storage facility would be as follows: Port St. Lucie - 15 parking spaces; Stuart - 22 parking spaces; Jupiter - 5 parking spaces, and Palm Beach Gardens - 18 parking spaces.

Comparable Site

A parking reduction was requested by another Applicant for a similar use in the Town of Pembroke Park. As part of the parking reduction request, the Applicant conducted actual counts at three (3) self-storage facilities, and referenced ITE. Based on this study, a parking rate of one (1) space per 8,734 square feet of net floor area was approved by the Town of Pembroke Park. Excerpts from the Community Development Memorandum, dated March 15, 2016, is attached in **Appendix D.** Using this rate, the parking requirement for the proposed self-storage facility would be 13 parking spaces.

Conclusion

Based on the analysis contained herein, the proposed parking of 24 spaces on-site should be sufficient to accommodate the expected parking demand for the proposed self-storage facility. Should you have any questions or comments regarding these findings, please do not hesitate to call me.

Sincerely,

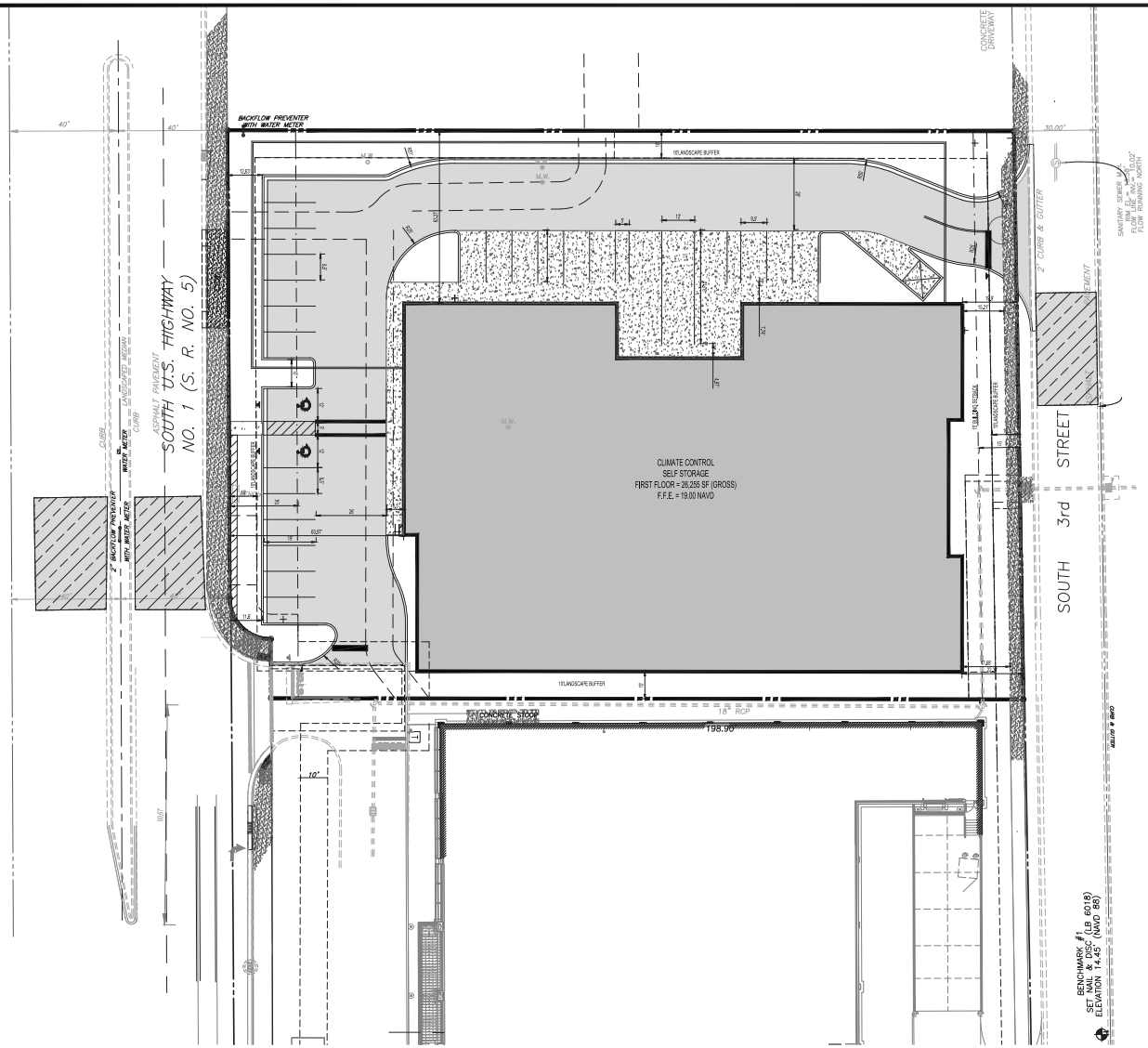
NATALIA THAIS LEFORT LICENSE No. 68205 STATE OF FLORIDA PROFESSIONAL ENGINEER

Natalia Thais Lefort, P.E.
Professional Engineer
License No. 68205
State of Florida, Board of Professional Engineers
Certificate of Authorization No. 4908
NTL/cec - Enclosure

F:\FL\21589N_LGFTP_FtPierceSelfStorageTA\N21589_01\Reports\Parking\LtrRL093021.docx

Appendix A

Site Plan





DISTRICT REQUIREMENTS & GENERAL NOTES

APPLICANT/OWNER: LGFTPI LLC
7307 NW 122ND AVE
PARKLAND, FL 33076

PARCEL NO. 2415-602-0002-000-2

FEMA FLOOD ZONE: ZONE X PER FLOOD PANEL 120286-0187-J, DATED FEB. 16, 2012
ZONE AH (16)

LAND USE INFORMATION:

CURRENT USE:	VACANT
PROPOSED USE:	RETAIL
FUTURE LAND USE DESIGNATION:	COMMERCIAL
ZONING DESIGNATION:	C3 - GENERAL COMMERCIAL

DEVELOPMENT STANDARDS:	REQUIRED	PROPOSED
MIN. LOT AREA (S.F.)	10,000	60,039
MIN. LOT FRONTAGE (FEET):	50	206.35
MIN. LOT DEPTH (FEET):	90	288.66
MIN. SET BACKS:		
FRONT - WEST (FEET):	25	63.97'
SIDE - NORTH (FEET):	0	63.37'
SIDE - SOUTH (FEET):	0	10'
REAR - EAST (FEET):	15	19.90'
MIN. LANDSCAPE BUFFER:		
FRONT - WEST (FEET):	10	XX'
SIDE - NORTH (FEET):	10	10'
SIDE - SOUTH (FEET):	10	10'
REAR - EAST (FEET):	10	15.21'
MAX. HEIGHT (FEET):	65'	XX'
MAX. LOT COVERAGE:	0.60	0.44
MIN. PERVIOUS AREA (%)	20	20
MIN. OPEN SPACE (RATIO):	25	25.7

PARKING DATA

REQUIRED:

USE	AREA	RATIO	AMOUNT
SELF STORAGE	106,830 S.F.	--	--

PROVIDED:

	SPACES
STANDARD SPACES (MIN. 9.5' X 19')	22 (9.5' X 19')
ACCESSIBLE SPACES (MIN. 12' X 19')	2 (12' X 19')
TOTAL SPACES	24

LOADING ZONE:

REQUIRED:
GROSS FLOOR AREA 106,830 S.F. - - REQUIRED
PROVIDED: 3 SPACES

BICYCLE PARKING:

REQUIRED: 1 SPACE PER 10 MOTOR VEHICLE SPACES; 2 MINIMUM - 2 REQUIRED
PROVIDED: 2 SPACES

NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES.
2. ALL TRUNCATED DETECTABLE SURFACES SHALL BE CAST IN PLACE (ADHESIVE NOT PERMITTED) AND BE BRICK RED IN COLOR. ALL RAMPS AND FLUSH CONNECTIONS WITHIN PUBLIC RIGHT-OF-WAY OR ROAD EASEMENTS SHALL INCLUDE TRUNCATED DETECTABLE SURFACE 24" IN DEPTH CONSISTENT WITH FDOT STANDARD PLANS.

THOMAS ENGINEERING
CIVIL ENGINEERS · PROJECT MANAGERS · LAND PLANNING · LANDSCAPE ARCHITECTS
6900 NW 31st AVE. SUITE 101, FT LAUDERDALE, FL 33309 P: 954.227.0000
1902 W. FLETCHER AVE. SUITE 200, TAMPA, FL 33612 P: 813.379.4100
125 W INDIANTOWN RD. SUITE 205, JUPITER, FL 33458 P: 561.203.7903

The engineering plans and designs for this project are the property of the author and may not be used in whole or part without written consent. Unauthorized use of these plans and designs without the author's consent is prohibited by law and will subject violators to civil and criminal penalties.

REVISIONS

REV	DATE	COMMENT	BY

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PERMIT SET

PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079 - TITLE

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

LG FORT PIERCE

SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.com

EDWARD M. McDONALD, P.E.
September 15, 2021
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **C-5.0**
OF

Appendix B

ITE Parking Generation Manual Information

Land Use: 151 Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (nine study sites) and a Saturday (one study site) in a general urban/suburban setting.

	Percent of Peak Parking Demand	
Hour Beginning	**Weekday**	**Saturday**
12:00–4:00 a.m.	0	–
5:00 a.m.	0	–
6:00 a.m.	0	–
7:00 a.m.	0	–
8:00 a.m.	14	–
9:00 a.m.	71	–
10:00 a.m.	50	–
11:00 a.m.	79	–
12:00 p.m.	57	–
1:00 p.m.	64	91
2:00 p.m.	64	27
3:00 p.m.	79	55
4:00 p.m.	71	100
5:00 p.m.	100	91
6:00 p.m.	14	27
7:00 p.m.	0	0
8:00 p.m.	0	–
9:00 p.m.	0	–
10:00 p.m.	0	–
11:00 p.m.	0	–

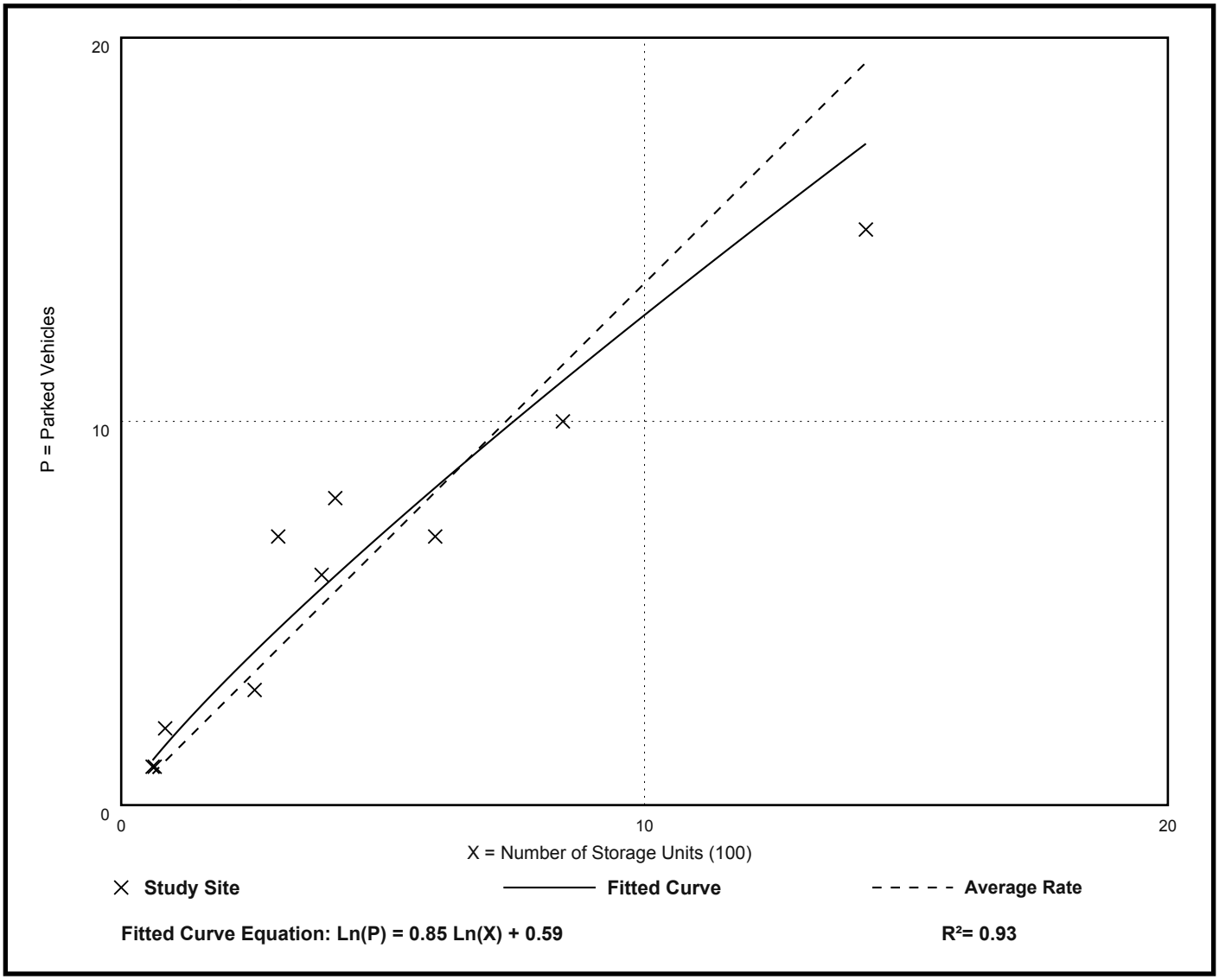
Mini-Warehouse
(151)

Peak Period Parking Demand vs: Storage Units (100)
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 4:00 - 6:00 p.m.
Number of Studies: 10
Avg. Num. of Storage Units (100): 4.4

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.36	1.05 - 2.38	1.18 / 2.35	***	0.43 (32%)

Data Plot and Equation



Fitted Curve Equation: Ln(P) = 0.85 Ln(X) + 0.59

R^2= 0.93

Mini-Warehouse
(151)

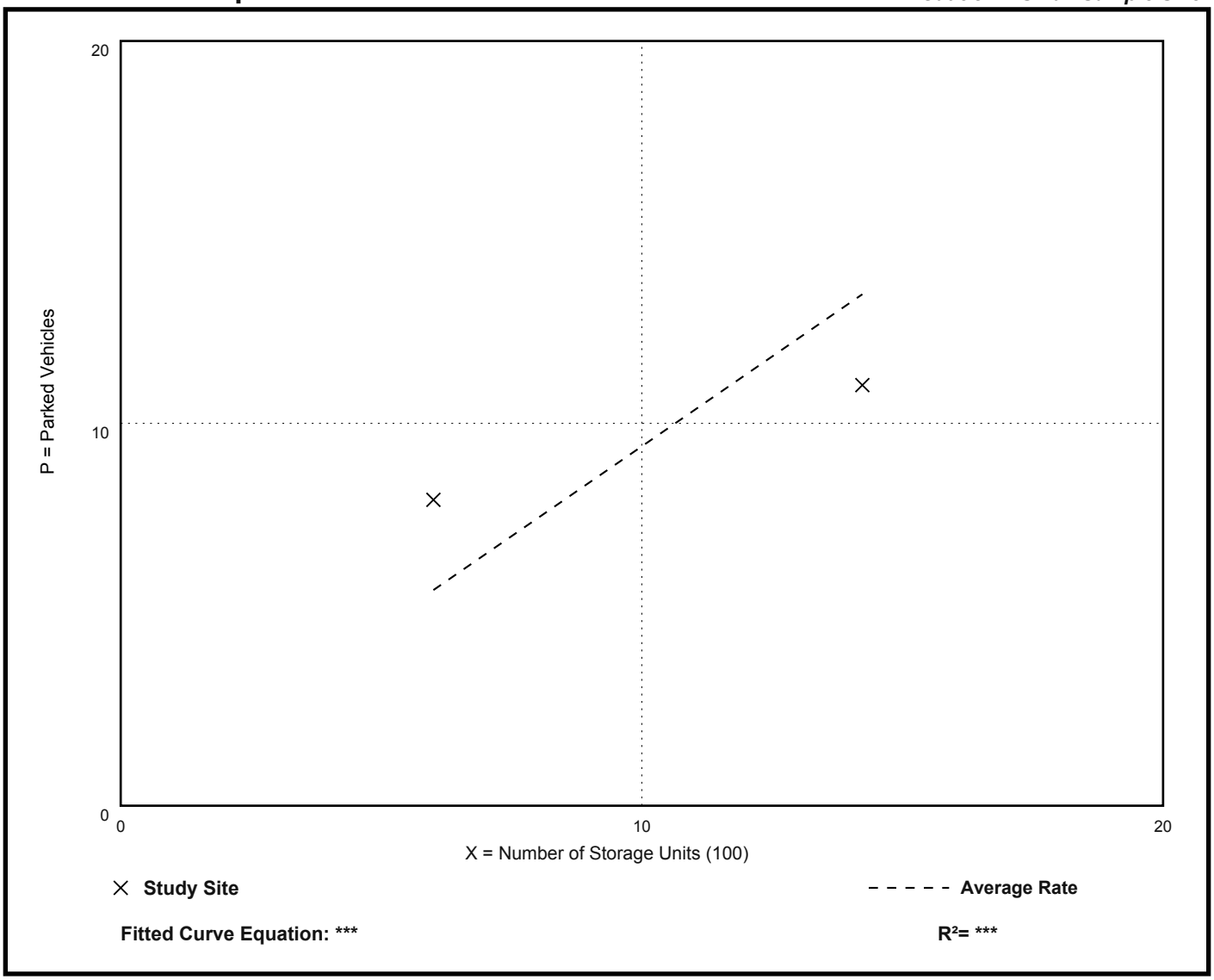
Peak Period Parking Demand vs: Storage Units (100)
On a: Saturday
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 1:00 - 5:00 p.m.
Number of Studies: 2
Avg. Num. of Storage Units (100): 10

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.94	0.77 - 1.33	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



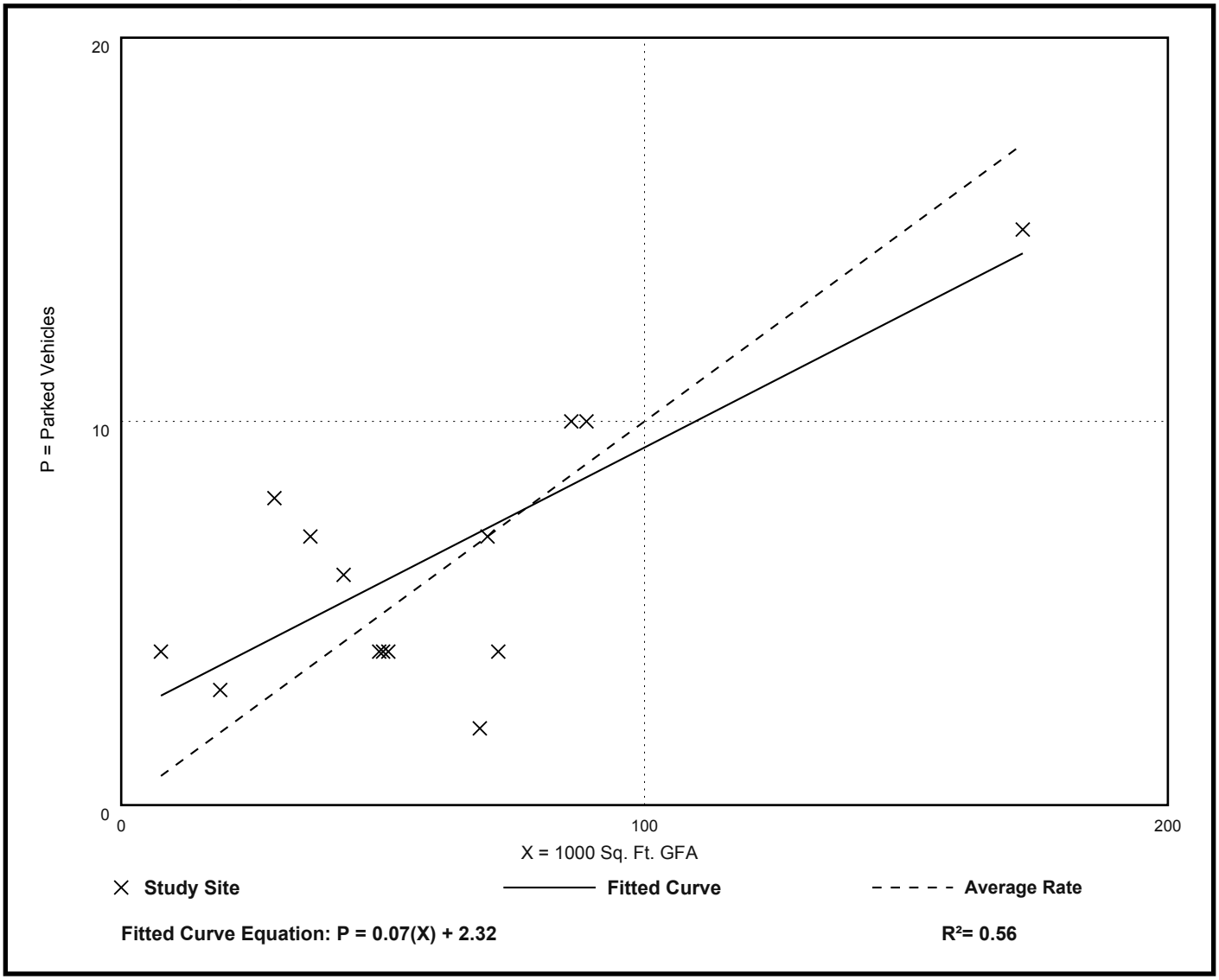
Mini-Warehouse
(151)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 4:00 - 6:00 p.m.
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 60

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.10	0.03 - 0.53	0.08 / 0.25	***	0.07 (70%)

Data Plot and Equation



Fitted Curve Equation: P = 0.07(X) + 2.32

R^2= 0.56

Mini-Warehouse
(151)

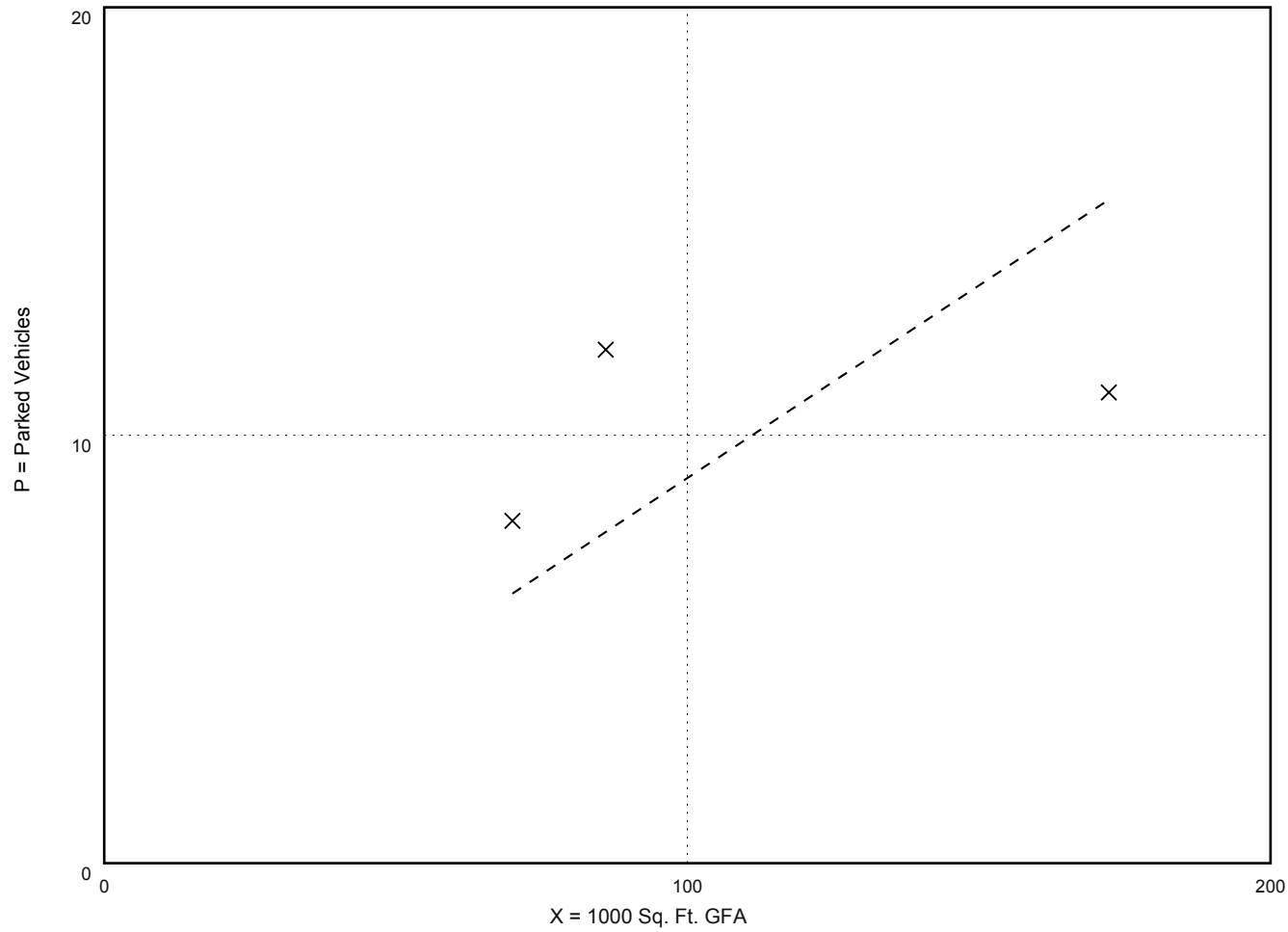
Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Saturday
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 1:00 - 5:00 p.m.
Number of Studies: 3
Avg. 1000 Sq. Ft. GFA: 109

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.09	0.06 - 0.14	0.08 / 0.14	***	0.04 (44%)

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: *

R^2= *

Appendix C

Parking Codes for Nearby Municipalities

Sec. 158.227. - Self-Service Storage Facilities.

(A) **In General.** The only commercial activities permitted on the site of self-service storage facility shall be rental of storage bays and pickup and deposit of goods and/or property in dead storage. Storage bays shall not be used to: manufacture, fabricate or process goods; service or repair vehicles, boats, small engines or electrical equipment, or to conduct similar repair activities; conduct garage sales or retail sales of any kind; or conduct any other commercial or industrial activity on the site.

(B) **Security Quarters Permitted.** Residential quarters for security purposes may be established on the site, subject to the requirements of all applicable zoning districts.

(C) **Bays Have No Legal Address.** Individual storage bays or private postal boxes within a self-service storage facility shall not be considered a premises for the purpose of assigning a legal address in order to obtain an occupational license or other governmental permit or license to do business.

(D) **Outside Storage.**

(1) Except as provided in this subsection (D), all property stored on site shall be entirely within enclosed buildings.

(2) Open storage of recreational vehicles and dry storage of pleasure boats of the type customarily maintained by private individuals for their personal use shall be permitted within a self-service storage facility provided that the following conditions are met:

a. Such storage shall take place only within a designated area. The area so designated shall be clearly delineated upon the approved site plan;

b. The open storage area shall not exceed twenty-five (25%) percent of the buildable area of the site;

c. The open storage area shall be entirely screened from view from adjacent residential areas and street rights-of-way by a solid building wall, an eight foot high opaque fence, or a masonry wall with a minimum height of eight (8) feet;

d. Vehicles shall not be stored within the area set aside for minimum building setbacks; and

e. No vehicle maintenance, washing or repair shall be permitted on site. Pleasure boats stored on the site shall be placed and maintained upon wheeled trailers. No dry stacking of boats shall be permitted on site.

(E) **Maximum and Minimum Lot Size and Building Coverage.** Please see all applicable zoning districts.

(F) **Separation Between Storage Buildings.** If separate buildings are constructed, there shall be a minimum ten (10) foot separation between individual buildings within the facility.

(G) **Maximum Bay Size.** The maximum size of a storage bay shall be five hundred (500) square feet.

(H) **Maximum Building Height.** For maximum height, please reference the applicable zoning district. In addition, a parapet wall shall be constructed to screen roof-mounted air conditioning and

other equipment, if any.

(I) **Supplemental Parking Requirements.** A minimum number of parking spaces shall be provided upon the site as follows:

(1) **Employee and Customer Parking.** Two (2) parking spaces for the residential quarters, and one (1) parking space for each two hundred (200) square feet of gross floor area used as an office in the rental of storage bays.

a. One (1) additional customer parking space for every one hundred (100), or fraction thereof, storage bays.

(2) **Interior Parking.** Interior parking shall be provided in the form of aisles adjacent to the storage bays. These aisles may be used both for circulation and temporary customer parking while using storage bays. The minimum width of these aisles shall be as follows:

a. If aisles permit two-way traffic, thirty (30) feet; and

b. If aisles permit only one-way traffic, twenty-one (21) feet.

(J) **Supplemental Landscape Requirements; Perimeter Landscape Buffers.** A self-service storage facility may dispense with the wall which is required to be erected within the required perimeter where all of the following conditions are met:

(1) The exterior facades of storage buildings present an unbroken, wall like appearance when seen from adjacent lots and rights-of-way; this shall not prevent the installation of fire access doors, if mandated by law;

(2) The exterior facades of separate storage buildings area joined by walls to give the appearance of structural continuity;

(3) The resulting area between the outer face of the buildings and the property line or right-of-way is maintained and appropriately planted as a landscape buffer;

(4) There are no aisles or other vehicle entry ways located in the area between the building and adjacent lot boundary or the right-of-way; and

(5) Either landscaping is installed in the perimeter landscape buffer or the area is maintained for vegetation preservation, provided the minimum requirements of Chapter 154 are met.

(K) **Miscellaneous Requirements.**

(1) **Outdoor Lighting.** All outdoor lighting shall be shielded away from adjacent property. Lights shall be low-intensity and the minimum necessary to discourage vandalism and theft. If a facility abuts a residential zone, outdoor lighting fixtures shall meet the requirements of subsection 158.221(B)(7).

(2) **No Loudspeakers.** Exterior loudspeakers or paging equipment shall not be permitted on the site.

(3) **Orientation of Storage Bay Doors.** Storage bay doors shall not face any abutting property which is residentially zoned, nor shall they be visible from any adjacent residential property

Pain management clinic	1 per 200 square feet (also refer to section 2.06.14.E.3)
Pool hall and billiard parlor	1 per 200 square feet, plus restaurant/bar seating requirements if applicable
Radio and/or television broadcast stations	1 per employee on largest shift
Railroad freight stations/terminals	1 per two employees
Repair services	1 per 300 square feet
Restaurant - general	1 per 3 seats based on the maximum seating capacity of the building, plus 1 space per employee
Restaurant - convenience (fast food, drive-through, or drive-in)	1 per employee on largest shift, plus 1 space per 100 square feet of service area, plus queuing spaces (refer to Section 6.01.07 for queuing requirements)
Restaurant - limited	1 per 4 seats based on the maximum seating capacity of the building, plus 1 space per employee
Retail - bulk merchandise	1 per 250 square feet
Retail - department store (freestanding)	1 per 250 square feet
Retail - furniture	1 per 500 square feet
Retail - intensive sales and service (including neighborhood retail establishment, pharmacies, gift shops, hardware stores, newsstands and similar uses)	1 per 200 square feet
Retail - non-intensive sales and service (including appliance stores, large-scale home improvement centers, lawn and garden supply centers, office equipment and supplies, super markets, farm and heavy equipment, and similar uses)	1 per 250 square feet
Retail - regional mall (greater than 50,000 square feet)	1 per 250 square feet
Retail - strip shopping center	1 per 250 square feet
Skating rink, roller or ice	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently
Shooting range, indoor	1 space per firing point
Sign manufacturing/painting shops	1 per employee on largest shift
Studio (art, dance, music, exercise)	1 per 300 square feet
Telecommunications tower	1 space per tower
Theater	1 per 4 seats
Warehouse - mini-storage	1 per employee, plus 1 space per 50 storage units

Use Category	*Minimum Parking Space Requirements*
Restaurant, fast food	1 per 100 SF of GFA including outdoor seating areas pursuant to section 27-2795
Retail, service, and repair	1 per 250 SF of GFA
School—Elementary or junior high	1 per employee + 20 for visitors
School—Senior high (grades 9—12)	1 per 10 student stations + 1 per employee + 20 for visitors
School—Trade, vocational, college or university	1 per 2 student stations + 1 per employee + 1 per 4 seats in places of assembly + 20 for visitors
Self-service storage facilities (both types)	Minimum of 5 spaces or 1 space per 250 sq. ft. of GFA of office uses, whichever is greater plus 2 spaces for a manager's residential unit; plus
Multi-access	Parking/driving lanes shall be a minimum of 24 ft. wide when storage units open onto one side of the lane only and a minimum of 34 ft. when the storage units open onto both sides of the lane; or
Limited-access	Minimum of 5 additional spaces or 1 space per 100 storage units, whichever is greater, plus 2 12 ft. by 30 ft. loading spaces at the main entrance, plus one 12 ft. by 30 ft. loading space at each supplemental access point where loading and unloading may occur.

Marina, Commercial	1 space per two wet slips plus 1 space per 5 dry slips plus the greater of 1 space per 200 square feet of accessory uses or required parking for additional use (lounge, retail, restaurant, etc.)	
Marina, Private Mooring or Dock	None	
Massage Therapist	1 space per 250 square feet	
Motion Picture Studio	1 space per 300 square feet of office space plus 10 spaces per studio plus 1 space per 1,000 square feet	Parking study can be requested by city or provided by applicant to demonstrate overall parking demand.
Nursing Home or Convalescent Facility	1 space per 4 beds plus 1 space per 250 square feet of office space	
Painting and Decorating Contractor	1 space per 250 square feet	
Parking Lot, Commercial	None	
Picture Framing	1 space per 250 square feet	
Photo Studio and Processing	1 space per 250 square feet	
Print Shop	1 space per 250 square feet	
Self Service Storage	1 space per 75 storage spaces plus 2 spaces per security quarters plus 4 spaces per office	
Shoe Repair	1 space per 250 square feet	
Studio, Instructional	1 space per 250 square feet	
Studio, Professional	1 space per 250 square feet	
Tailor Shop	1 space per 250 square feet	
Travel Agency	1 space per 250 square feet	
Video Game and Amusement Parlor	1 space per 250 square feet	
Video Rental and Sales	1 space per 200 square feet	
OFFICE		
Business Incubator	1 space per 250 square feet	Parking study can be requested by city or provided by applicant to demonstrate overall parking demand.
Employment Office	1 space per 300 square feet	
Interior Design, including Sales	1 space per 250 square feet	
Office, Medical or Dental	1 space per 200 square feet	

Appendix D

Town of Pembroke Park Information

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM

To: **Town of Pembroke Park**
Planning and Zoning Board

From: **Michael J. Miller, AICP**
Consultant Town Planner

Date: **March 15th, 2016**

Subject: **Off-Street Parking Reduction Request**
Proposed Self Storage Facility – Wheat Capital Management
2801 John P. Lyons Lane
Pembroke Park Acct. No. 16-284
MMPA Account No.: 00-1101-1091B

RECOMMENDED PLANNING AND ZONING BOARD ACTION

MMPA recommends the Planning and Zoning Board review the contents of this staff report, the applicant's engineering study, and if deemed acceptable, recommend **APPROVAL** of the Parking Reduction application to allow a reduction of the number of required parking spaces for the proposed self-storage warehouse use from one (1) parking space for each 600 square feet of net floor area (1:600) to one (1) parking space for each 8,734 square feet of net floor area (1:8,734).

GENERAL PROJECT INFORMATION

Land Use Designation: I - Industrial

Zoning District: M -1 Industrial District

General Location: 2801 John P. Lyons Lane

Legal Description: A portion of Parcel "B", Supreme Millwork Plat, according to the plat recorded in Plat Book 118, Page 33, of the public records of Broward County, Florida.



FORT PIERCE SELF STORAGE

S. US HIGHWAY 1, FORT PIERCE, FLORIDA

KENNETH CARLSON
ARCHITECT- P.A.
DESIGN
PLANNING
INTERIORS


SELF STORAGE
FORT PIERCE SELF STORAGE
S. US HIGHWAY 1, FORT PIERCE, FLORIDA
KENNETH CARLSON
ARCHITECT- P.A.
DESIGN
PLANNING
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FORT PIERCE SELF STORAGE
S. US HIGHWAY 1, FORT PIERCE, FLORIDA

KENNETH CARLSON
ARCHITECT- P.A.
DESIGN
PLANNING
INTERIORS

FORT PIERCE SELF STORAGE

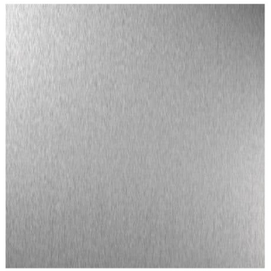
S. US HIGHWAY No.1, FORT PIERCE, FLORIDA

KENNETH CARLSON
ARCHITECT- P.A.
DESIGN
PLANNING
INTERIORS

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E2- SW 7071 GRAY SCREEN
E3- SW 7072 ONLINE
E4- SW 9162 AFRICAN GRAY
E5- SW 7074 SOFTWARE
E6- SW 7075 WEB GRAY
E7- ORANGE ACCENT
E8- LIGHT GRAY GLAZING
E9- MILL ALUMINUM
E11- WHITE METAL



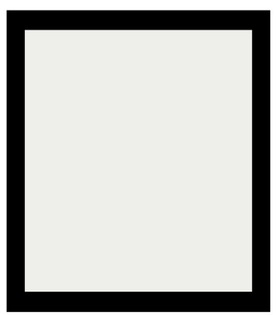
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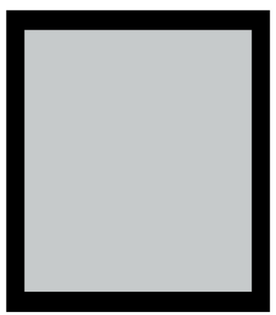
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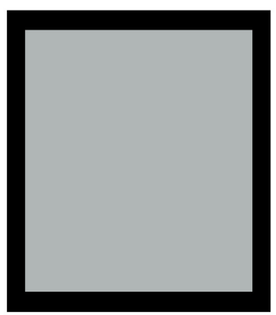




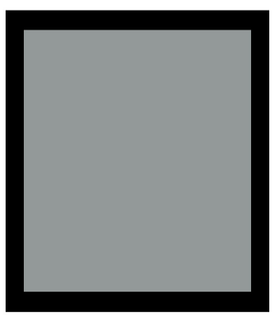
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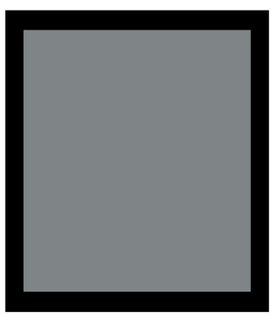
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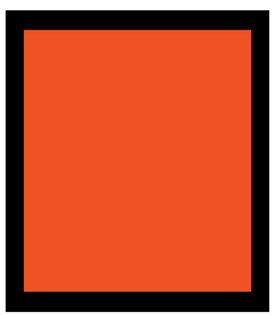
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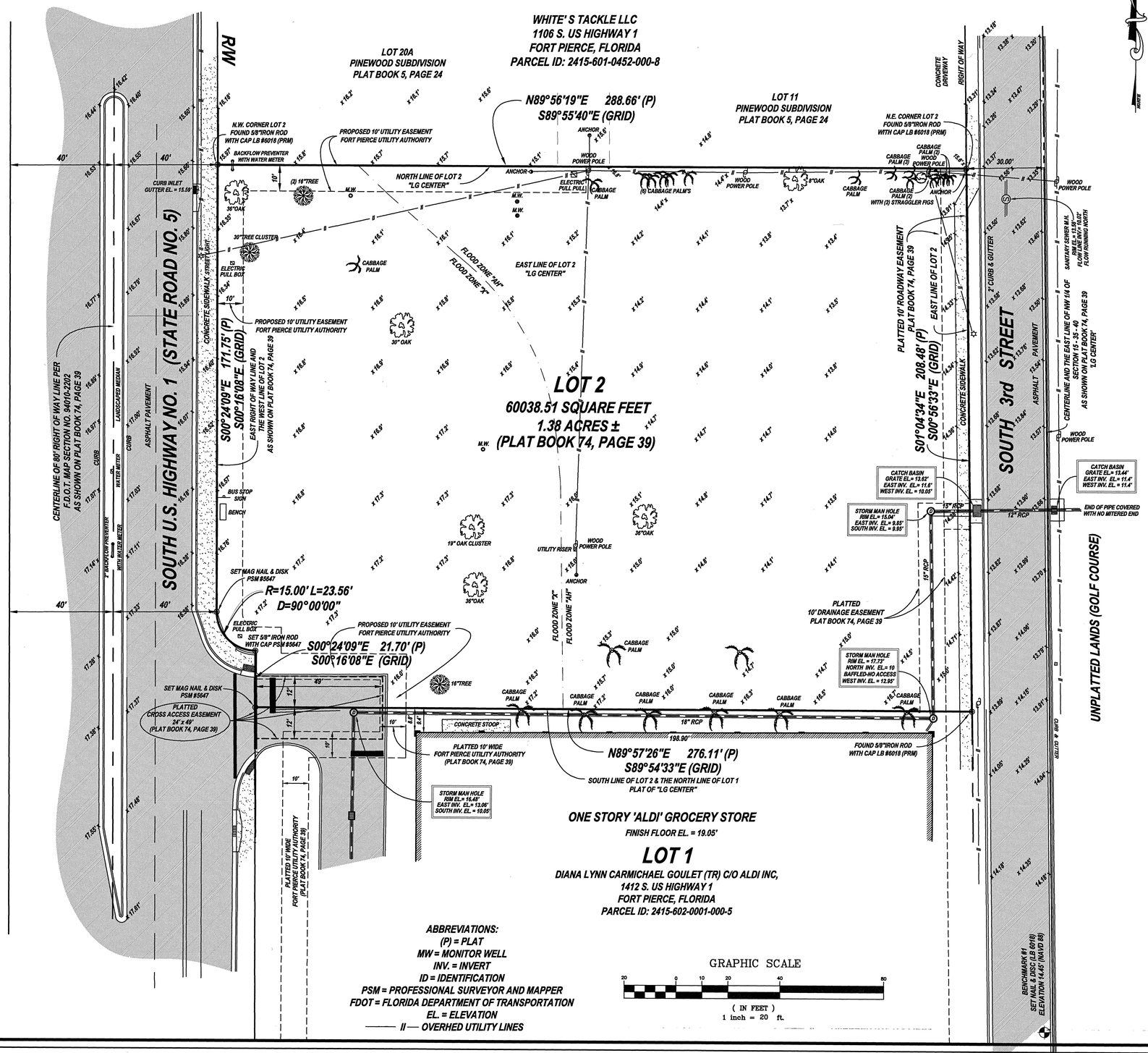


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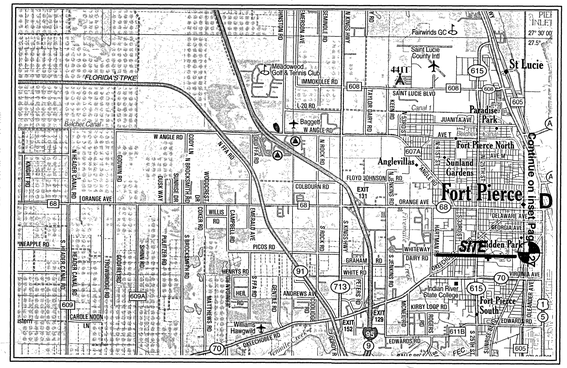


E7

SUBJECT PROPERTY LIES IN THE N.W. 1/4 OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 40 EAST CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



ABBREVIATIONS:
(P) = PLAT
MW = MONITOR WELL
INV. = INVERT
ID = IDENTIFICATION
PSM = PROFESSIONAL SURVEYOR AND MAPPER
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
EL. = ELEVATION
——— // ——— OVERHED UTILITY LINES



LOCATION MAP: NOT TO SCALE

LEGAL DESCRIPTION:

LOT 2, LG CENTER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 39, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

TITLE SEARCH REPORT:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER ATTORNEY'S TITLE FUND SERVICES, LLC, FUND FILE NUMBER: 1108840, DATE: JULY 8TH, 2021. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE SEARCH REPORT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

RESTRICTIONS / EASEMENTS

1. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. - NOT A SURVEY MATTER.
2. MEMORANDUM OF LEASE RECORDED IN O.R. BOOK 4053, PAGE 1331, ASSIGNMENT AND ASSUMPTION OF LEASE RECORDED IN O. R. BOOK 4085, PAGE 2902, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - NOT A SURVEY MATTER.
3. ALL MATTERS CONTAINED ON THE PLAT OF LG CENTER, AS RECORDED IN PLAT BOOK 74, PAGE 39, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
4. RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN O.R. BOOK 4053, PAGE 1341, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AND IS UNPLOTTABLE.
5. ALL MATTERS CONTAINED ON THE PLAT OF PINEWOOD, AS RECORDED IN PLAT BOOK 5, PAGE 24, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. - DOES NOT AFFECT THE SUBJECT PROPERTY AND HAS BEEN RE-PLATTED AS LOT 2.
6. EASEMENT TO STANDARD OIL COMPANY, AS REFERENCED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 113, PAGE 205, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. - DOES NOT AFFECT THE SUBJECT PROPERTY.
7. MATTERS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED IN O.R. BOOK 2863, PAGE 830, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - DOES NOT AFFECT THE SUBJECT PROPERTY.
8. EASEMENT SET FORTH IN QCD RECORDED IN O.R. BOOK 876, PAGE 2773, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. (BENEFIT) - DOES NOT AFFECT THE SUBJECT PROPERTY.

WETLAND NOTE:

LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENIES FOR POSSIBLE LIMITS OF JURISDICATION.

FLOOD ZONE NOTE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" AND "AH" BASE EL. 16.0' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111C0187K, DATED FEBRUARY 19, 2020 AND IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM 1988.

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
4. THIS PROPERTY WAS SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH.
5. THE BEARING BASE OF THIS SURVEY IS ALONG THE WEST LINE OF THE SECTION 15-35-40.
6. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE EXPECTED USE FOR THIS SURVEY AND MAP IS FOR COMMERICAL PURPOSES.
9. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

DATE	REVISIONS

BOUNDARY AND TOPOGRAPHIC SURVEY

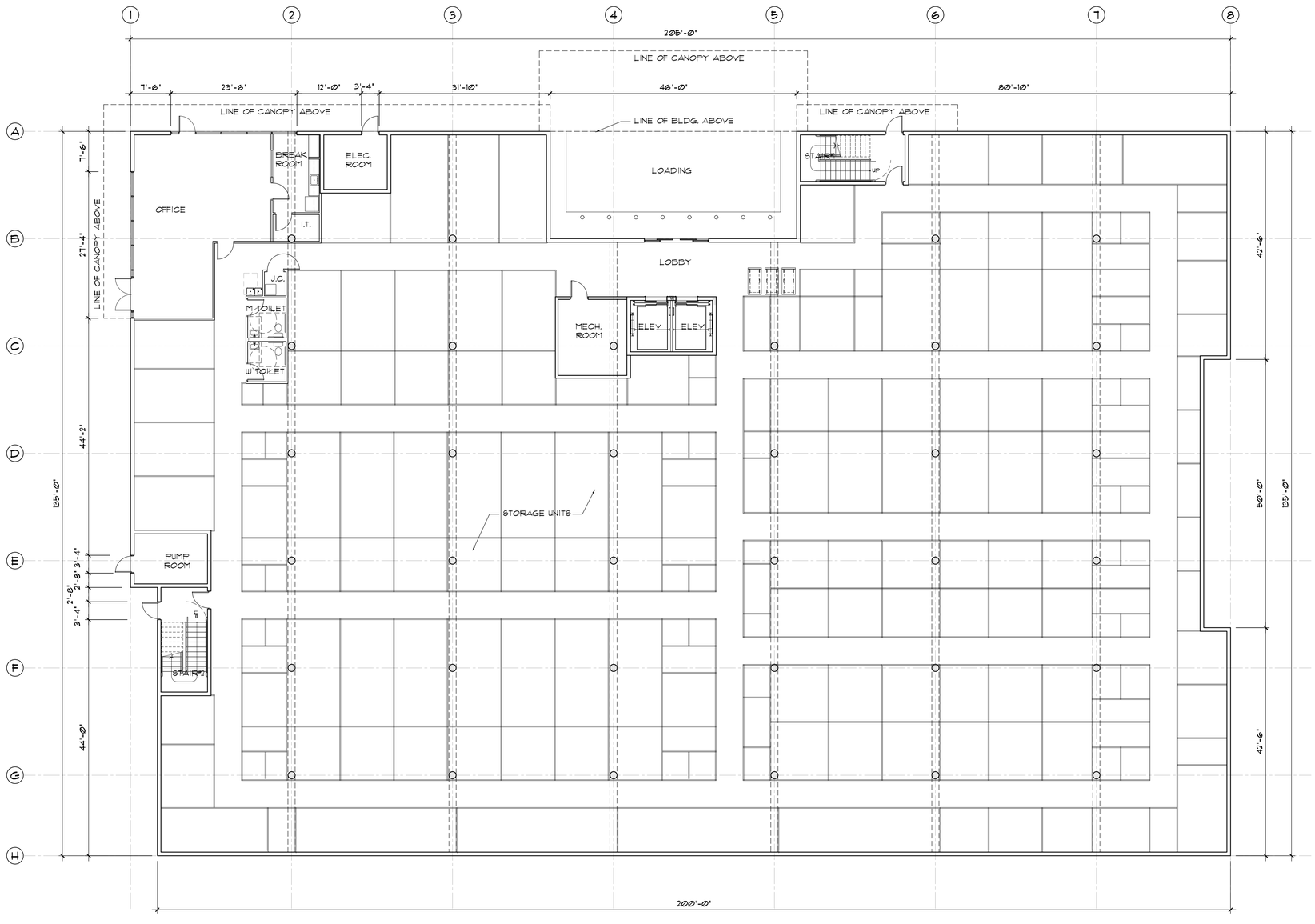
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CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
2240 NE DIXIE HIGHWAY - JENSEN BEACH - FLORIDA - 34957
O 772-334-0868 C 772-260-0249 craigwatsonOllive.com

2240 NE DIXIE HIGHWAY
JENSEN BEACH, FL 34957
CRAIGWATSON@LIVE.COM
PHONE 772-334-0868
CELL 772-260-0249

DATE:	7-22 THRU 8-4-21
SCALE:	1" = 20'
DWNG. BY	C.D.W.
CHECKED BY:	C.D.W.
JOB NUMBER:	21183

SHEET NUMBER
1 OF 1



1 A4.0 **GROUND FLOOR PLAN**

3/32"=1'-0"

NORTH

FORT PIERCE SELF-STORAGE

SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

KENNETH R. CARLSON – ARCHITECT, P.A.

1166 W. NEWPORT CENTER DR., SUITE #311 AA C001878
DEERFIELD BEACH, FLORIDA 33442
PH. (954) 427 - 8848 FAX (954) 427 - 9329
e-mail: kencarlson@bellsouth.net

Revisions:

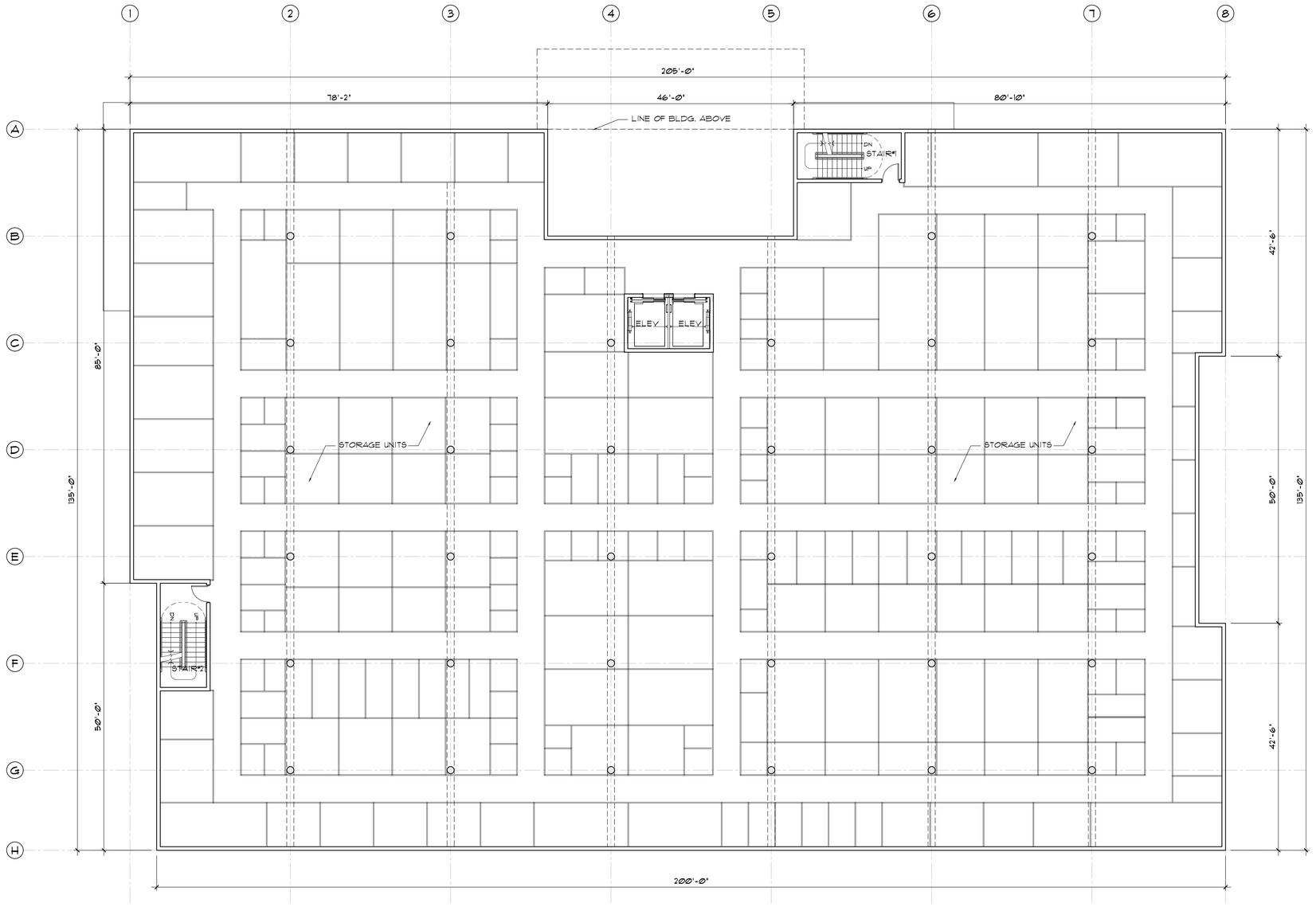
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KENNETH R. CARLSON
AR12546

SHEET OF

A4.0

PAGE OF



1 / A4.1 *SECOND FLOOR PLAN*

3/32"=1'-0"

NORTH

FORT PIERCE SELF-STORAGE

SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

KENNETH R. CARLSON – ARCHITECT, P.A.

1166 W. NEWPORT CENTER DR., SUITE #311 AA C001878
DEERFIELD BEACH, FLORIDA 33442
PH. (954) 427 - 8848 FAX (954) 427 - 9329
e-mail: kencarlson.com

Revisions:

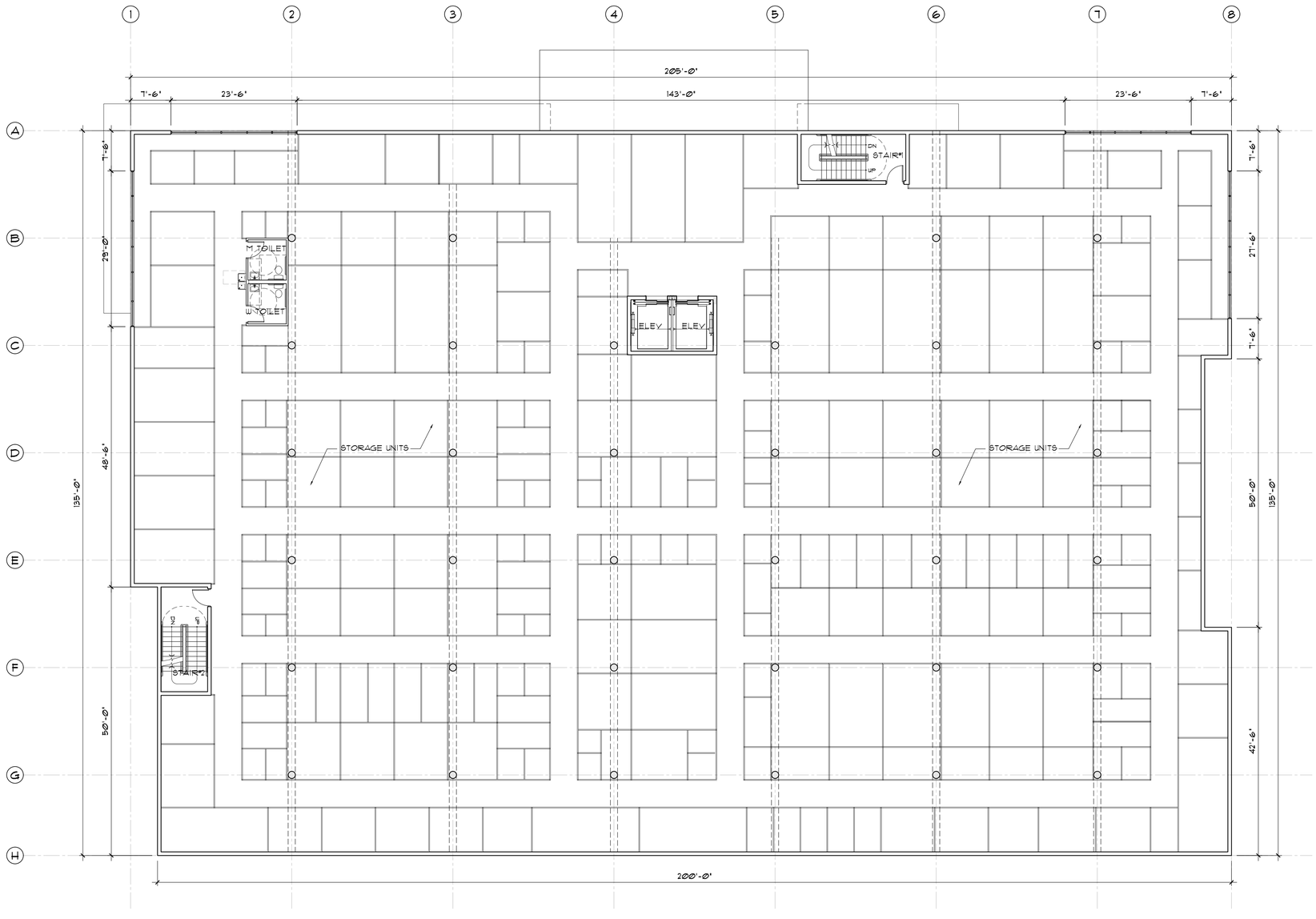
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KENNETH R. CARLSON
AR12546

SHEET OF

A4.1

PAGE OF



1 / A4.2 *THIRD FLOOR PLAN*

3/32"=1'-0"

NORTH

FORT PIERCE SELF-STORAGE

SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

KENNETH R. CARLSON – ARCHITECT, P.A.

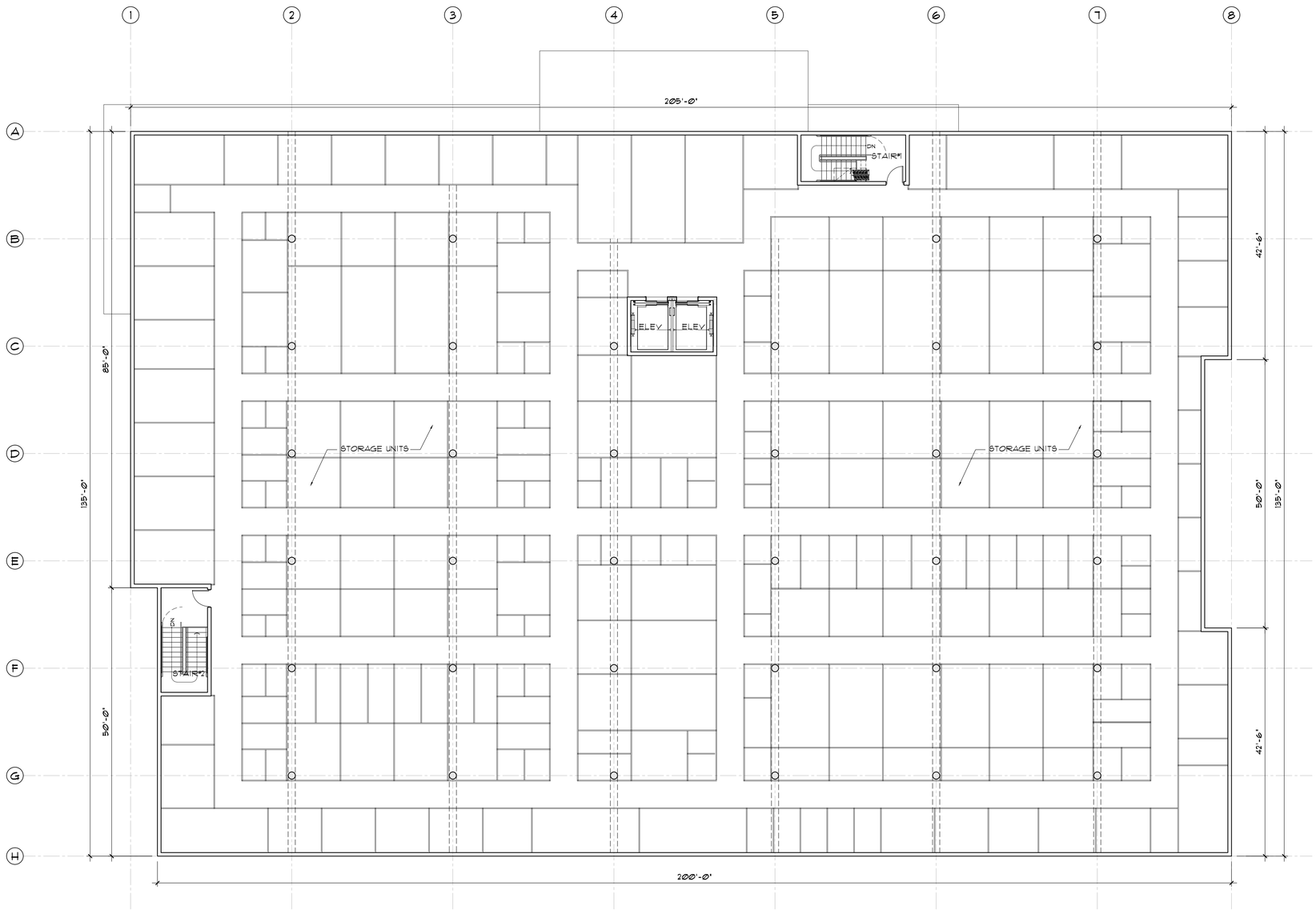
1166 W. NEWPORT CENTER DR., SUITE #311 AA C001878
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e-mail: kencarlson@bellsouth.net

Revisions:

DRAWN BY: FS
CHECKED BY: KRC
DATE: 09/23/2011
SCALE: AS NOTED
PROJECT #: 2096
CAD DWG FILE: A4.2

KENNETH R. CARLSON
AR12546

SHEET OF
A4.2
PAGE OF



1 A4.3 *FOUTH FLOOR PLAN*

3/32"=1'-0"

NORTH

FORT PIERCE SELF-STORAGE

SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

KENNETH R. CARLSON – ARCHITECT, P.A.

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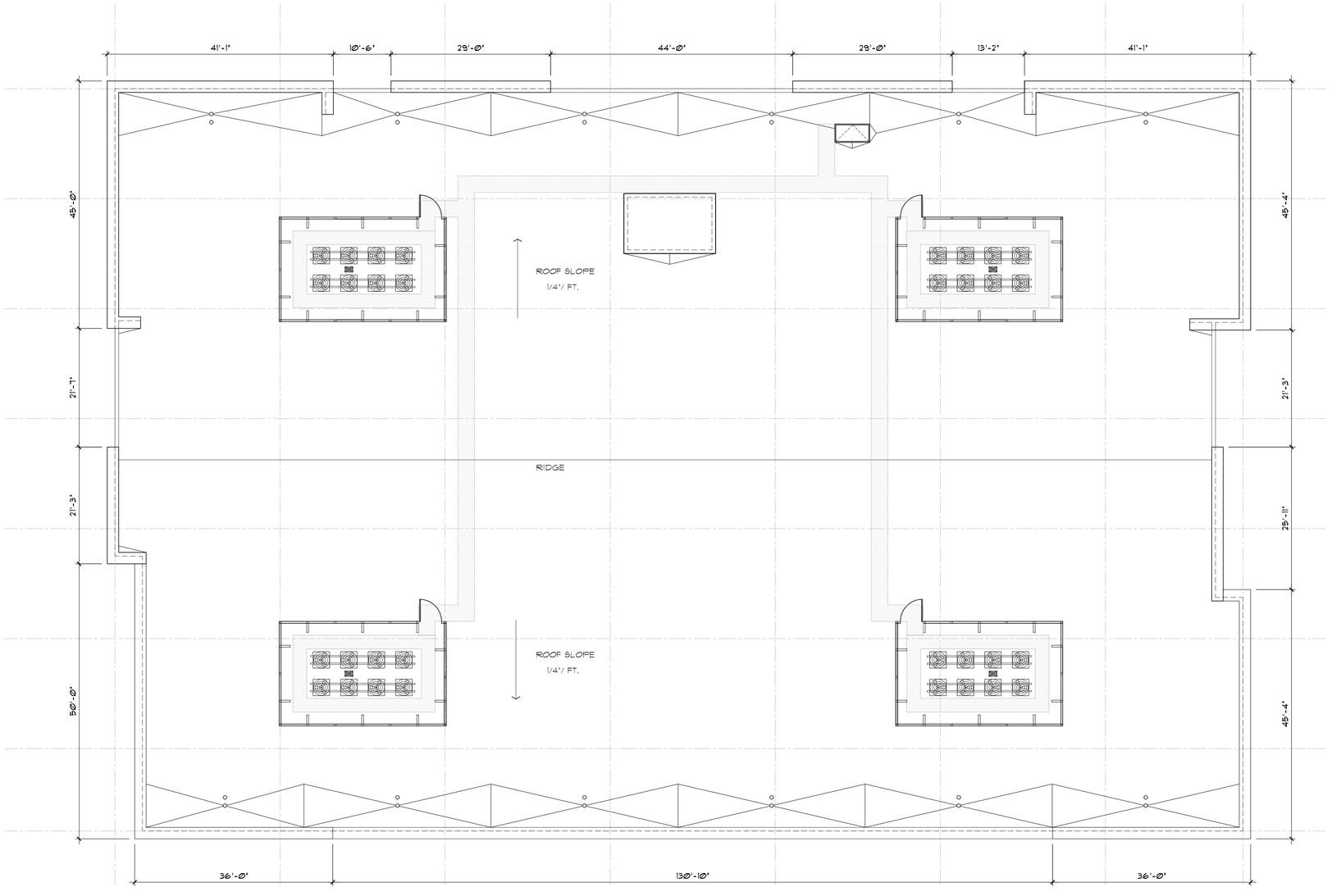
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SCALE: AS NOTED
PROJECT #: 2106.1
CAD DWG FILE: A4.3

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AR12546

SHEET OF

A4.3

PAGE OF



1 A4.4 **ROOF PLAN**

3/32"=1'-0"

NORTH

FORT PIERCE SELF-STORAGE

SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

KENNETH R. CARLSON – ARCHITECT, P.A.

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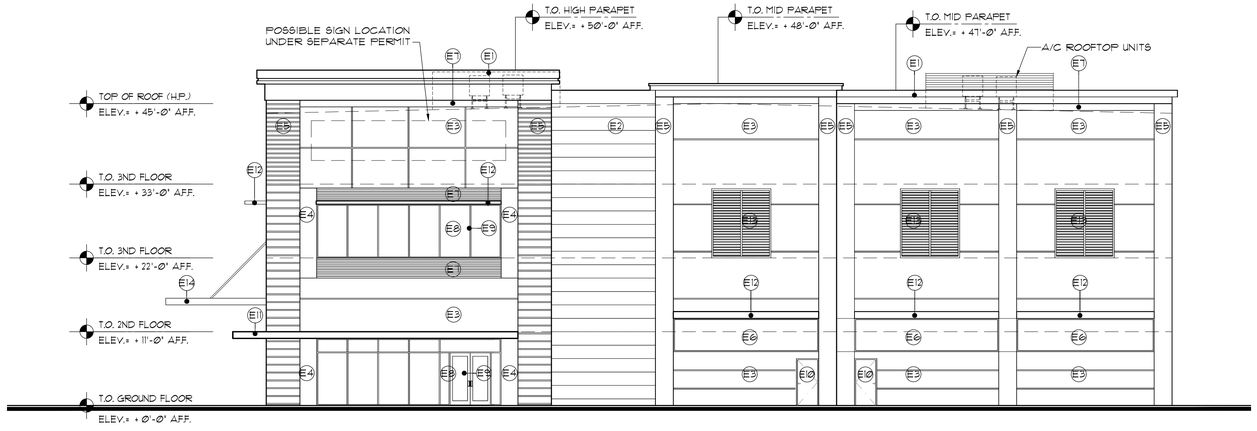
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DATE: 09.23.2021
SCALE: AS NOTED
PROJECT #: 21061
CAD DWG FILE: A4.4

KENNETH R. CARLSON
AR12546

SHEET OF

A4.4

PAGE OF



1 A5.0 *WEST ELEVATION*

3/32"=1'-0"

GRAPHIC SCALE

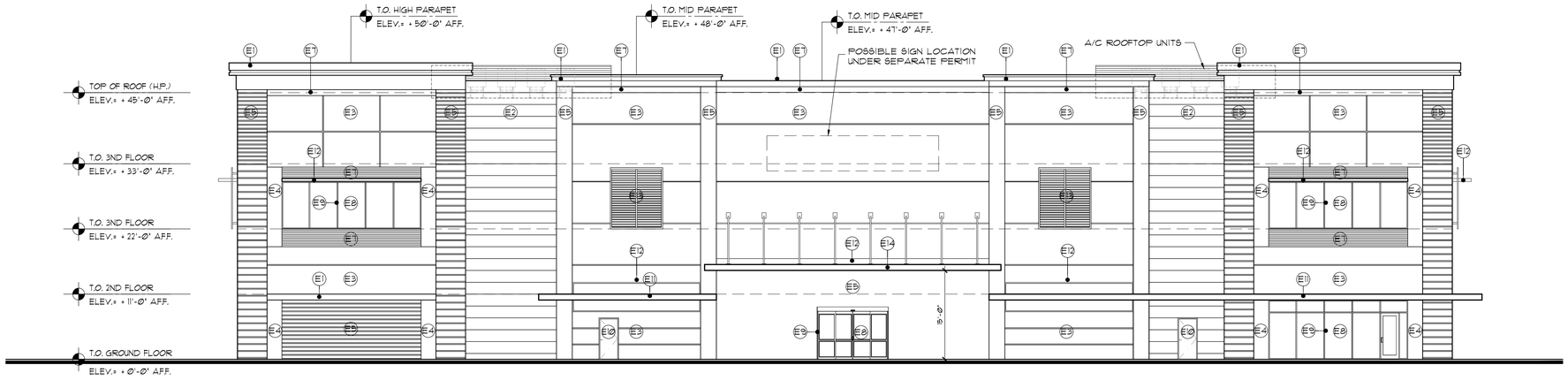
10 5 0

(in feet)

3/32 inch=1 ft

MARK	DESCRIPTION	MATCH MANUF.	CATALOG NO.	FINISH SCHEDULE COLOR	TYPE	FINISH	COATS	NOTE:	COMMON NAMES
E1	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7006	EXTRA WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E2	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7071	GRAY SCREEN	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	LIGHT GRAY
E3	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7072	ONLINE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	MEDIUM GRAY
E4	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 9162	AFRICAN GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	GRAY
E5	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7074	SOFTWARE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	DARK GRAY
E6	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7075	WEB GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	DARK GRAY
E7	PAINTED MEDIUM TEXTURE	RGB	R240/G83/B35	ORANGE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	ORANGE
E8	STOREFRONT GLAZING	YKK	-	LIGHT GRAY	IMPACT	-	-	IMPACT RATED	LIGHT GRAY
E9	STOREFRONT FRAME	YKK	-	MILL	ANODIZED	-	BY MANUF.	BY MANUF.	MILL
E10	PAINTED DOORS AND FRAMES	SHERWIN WILLIAMS	TO MATCH SW 7072	ONLINE	EXTERIOR ENAMEL	GLOSS	2 OVER 1 PRIMER	2 COATS SHER-CRYL HIGH PERFORMANCE ON 1 COAT KEM BOND HS PRIMER COLOR TO MATCH FINISH COAT	GRAY
E11	PREFAB. METAL CANOPY	YKK	-	WHITE	ANODIZED	-	BY MANUF.	PREFINISHED	WHITE
E12	PREFAB. METAL SHADES	YKK	-	MILL	ANODIZED	-	BY MANUF.	PREFINISHED	MILL
E13	PREFAB. METAL DECO. SHUTTERS	YKK	-	WHITE	ANODIZED	-	BY MANUF.	PREFINISHED	WHITE
E14	PREFAB. METAL CANOPY	YKK	-	TO MATCH SW7074	ANODIZED	-	BY MANUF.	PREFINISHED	DARK GRAY

3 A5.0 *FINISH SCHEDULE*



2 A5.0 *NORTH ELEVATION*

3/32"=1'-0"

GRAPHIC SCALE

10 5 0 5 10 20

(in feet)

3/32 inch=1 ft

FORT PIERCE SELF-STORAGE

SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

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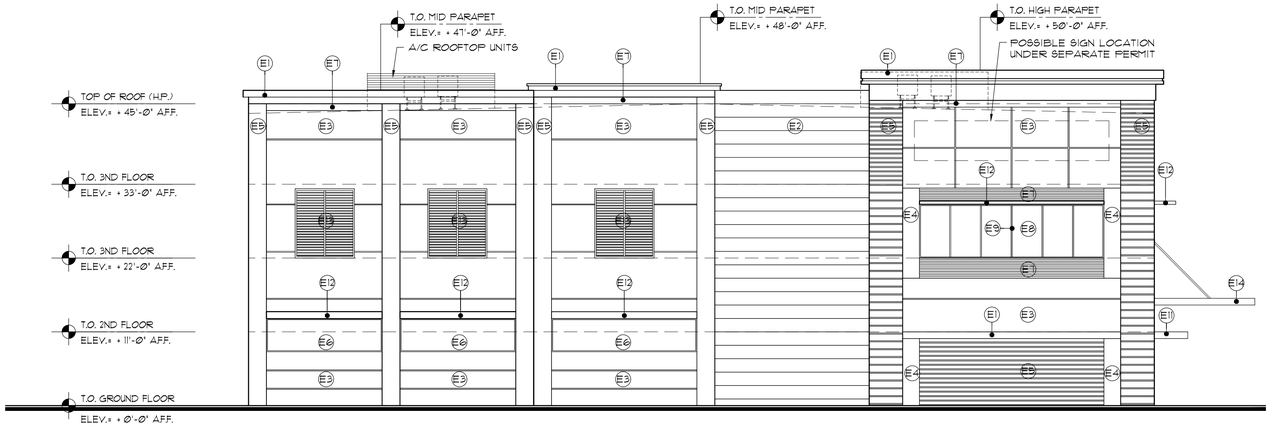
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SCALE: AS NOTED
PROJECT #: 2106.1
CAD DWG FILE: A5.0

KENNETH R. CARLSON
AR12546

SHEET OF

A5.0

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1 A5.1 **EAST ELEVATION**

3/32"=1'-Ø"

GRAPHIC SCALE

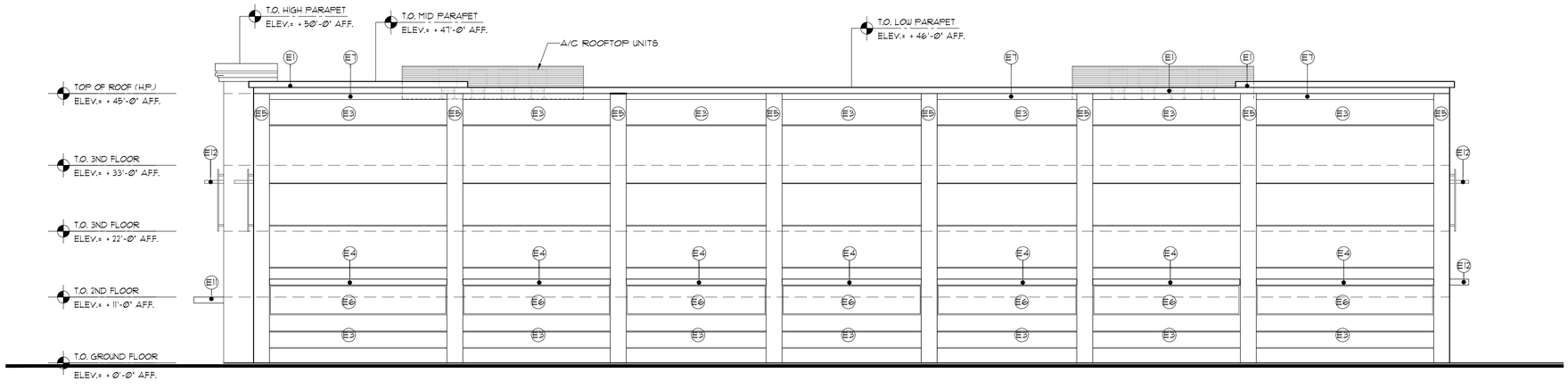
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(in feet)

3/32 inch=1 ft

MARK	DESCRIPTION	MATCH MANUF.	CATALOG NO.	FINISH SCHEDULE COLOR	TYPE	FINISH	COATS	NOTE:	COMMON NAMES
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E2	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7071	GRAY SCREEN	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL7Ø ON TEX-COTE PRIMER - SOLVENT BASED	LIGHT GRAY
E3	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7072	ONLINE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL7Ø ON TEX-COTE PRIMER - SOLVENT BASED	MEDIUM GRAY
E4	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 9162	AFRICAN GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL7Ø ON TEX-COTE PRIMER - SOLVENT BASED	GRAY
E5	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7074	SOFTWARE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL7Ø ON TEX-COTE PRIMER - SOLVENT BASED	DARK GRAY
E6	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7075	WEB GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL7Ø ON TEX-COTE PRIMER - SOLVENT BASED	DARK GRAY
E7	PAINTED MEDIUM TEXTURE	RGB	R240/GB3/B35	ORANGE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL7Ø ON TEX-COTE PRIMER - SOLVENT BASED	ORANGE
E8	STOREFRONT GLAZING	YKK	-	LIGHT GRAY	IMPACT	-	-	IMPACT RATED	LIGHT GRAY
E9	STOREFRONT FRAME	YKK	-	MILL	ANODIZED	-	BY MANUF.	BY MANUF.	MILL
E10	PAINTED DOORS AND FRAMES	SHERWIN WILLIAMS	TO MATCH SW 7072	ONLINE	EXTERIOR ENAMEL	GLOSS	2 OVER 1 PRIMER	2 COATS SHER-CRYL HIGH PERFORMANCE ON 1 COAT KEM BOND HS PRIMER COLOR TO MATCH FINISH COAT	GRAY
E11	PREFAB. METAL CANOPY	YKK	-	WHITE	ANODIZED	-	BY MANUF.	PREFINISHED	WHITE
E12	PREFAB. METAL SHADES	YKK	-	MILL	ANODIZED	-	BY MANUF.	PREFINISHED	MILL
E13	PREFAB. METAL DECO. SHUTTERS	YKK	-	WHITE	ANODIZED	-	BY MANUF.	PREFINISHED	WHITE
E14	PREFAB. METAL CANOPY	YKK	-	TO MATCH SW7014	ANODIZED	-	BY MANUF.	PREFINISHED	DARK GRAY

3 A5.0 **FINISH SCHEDULE**



2 A5.1 **SOUTH ELEVATION**

3/32"=1'-Ø"

GRAPHIC SCALE

10 5 0 5 10 20

(in feet)

3/32 inch=1 ft

FORT PIERCE SELF-STORAGE

SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

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PROJECT #: 21061
CAD DWG FILE: A5.1

KENNETH R. CARLSON

AR12546

SHEET OF

A5.1

PAGE 5 OF

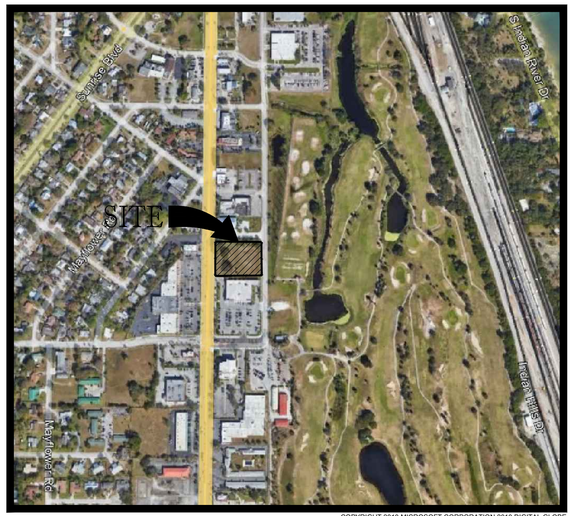
SITE DEVELOPMENT DRAWINGS FOR:

FORT PIERCE STORAGE FACILITY

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FL
SECTION 15, TOWNSHIP 35 S, RANGE 40 E

VICINITY \ AERIAL MAP

SCALE: 1"=200'



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SHEET INDEX

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SURVEY	1 OF 1

LEGAL DESCRIPTION:

LOT 2, LG CENTER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 39, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA

FEMA MAP INFORMATION:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF 'X' AND 'AH' BASE EL. 16.0' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111CO187K, DATED FEBRUARY 19, 2020 AND IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM 1988

DATUM NOTE:
ALL ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD' 88)

CAUTION – NOTICE TO CONTRACTOR

811

CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.

PREPARED BY

THOMAS ENGINEERING GROUP
1502 W FLETCHER AVE, SUITE 101
TAMPA, FL. 33612
PH: (813) 379-4100
FX: (813) 379-4040
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THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE.
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SUITE 206
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P: 813-379-4100
125 W INDIANTOWN RD.
SUITE 201
JUPITER, FL 33458
P: 561-203-7503

THE INFORMATION, DESIGN, AND CONCEPTS OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE DISCLOSED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION.

REVISIONS

REV	DATE	COMMENT	BY
1	02-10-22	REV - CITY COMMENTS	JMB

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PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C1.0 CVR

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
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EDWARD M. McDONALD LICENSE No. 71615 STATE OF FLORIDA PROFESSIONAL ENGINEER

EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C-1.0
OF

GENERAL NOTES

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE CONFORMANCE TO THESE REQUIREMENTS BY ALL SUBCONTRACTORS.

1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS SITE PLAN:

- BOUNDARY AND TOPOGRAPHIC SURVEY - CRAIG WATSON AND ASSOCIATES LLC, DATED 08-04-21.

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE.

2. ALL HANDICAPPED PARKING SPACES SHALL BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. SEC. 12101 ET SEQ. AND 42 U.S.C. SEC. 4151 ET SEQ.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THIS PROJECT IS TO BE CONSTRUCTED.

3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES. CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

4. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE REQUIREMENTS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER THIS PROJECT.

6. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

7. THE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY CRAIG WATSON AND ASSOCIATES LLC, DATED 08-04-21, SHALL BE CONSIDERED A PART OF THESE PLANS.

8. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO THOMAS ENGINEERING GROUP BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THOMAS ENGINEERING GROUP IF ACTUAL CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

9. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO THE GIVING OF SUCH NOTIFICATION AND THE ENGINEER'S WRITTEN AUTHORIZATION OF SUCH ADDITIONAL WORK.

10. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.

11. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE SITE PLAN AND LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE). CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER OF ANY DISCREPANCIES.

12. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

13. THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT AND CONTIGUOUS STRUCTURES.

14. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY SHALL RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE EXISTING CONDITIONS, AND IN CONFORMANCE WITH APPLICABLE CODES. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

16. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

17. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS / MEANS FOR COMPLETION OF THE WORK DEPICTED NEITHER ON THESE PLANS, NOR FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM THE SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

18. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.

19. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME THOMAS ENGINEERING GROUP, AND ITS SUB-CONSULTANTS AS ADDITIONAL NAMED INSURERS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH THOMAS ENGINEERING GROUP WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THOMAS ENGINEERING GROUP AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

20. THOMAS ENGINEERING GROUP WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THOMAS ENGINEERING GROUP'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT THOMAS ENGINEERING GROUP HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. THOMAS ENGINEERING GROUP WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. THOMAS ENGINEERING GROUP WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

21. NEITHER THE PROFESSIONAL ACTIVITIES OF THOMAS ENGINEERING GROUP, NOR THE PRESENCE OF THOMAS ENGINEERING GROUP OR ITS EMPLOYEES AND SUB-CONSULTANTS AT A CONSTRUCTION / PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THOMAS ENGINEERING GROUP AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THOMAS ENGINEERING GROUP SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

22. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS RELATED TO SAME.

23. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE.

24. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES. COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

25. CONTRACTOR SHALL CONFIRM ADA ACCESSIBILITY PRIOR TO INSTALLING FINISHING COURSES OF SIDEWALKS AND PARKING AREAS.

26. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

27. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED) PRIOR TO CERTIFICATE OF OCCUPANCY. THESE EASEMENTS SHALL BE SKETCHED, DESCRIBED, AND RECORDED AT THE SOLE COST OF THE CONTRACTOR.

28. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOUR NOTICE TO ENGINEER AND APPLICABLE AGENCIES FOR SCHEDULING INSPECTIONS.

29. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND CITY OF FORT PIERCE FOR THE FOLLOWING: CATCH BASINS, FIRE HYDRANTS, VALVES, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

30. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

31. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND FDOT STANDARDS AND INDEX 606, LATEST EDITION, AND APPROVED BY CITY OF FORT PIERCE AND ST. LUCIE COUNTY WHERE APPLICABLE PRIOR TO IMPLEMENTATION.

32. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

33. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE THE BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM CITY OF FORT PIERCE.

34. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE. ALL RESTORED TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCY'S TRAFFIC ENGINEERING STANDARDS.

SANITARY SEWER NOTES:

A. GENERAL:
   1. DISTANCE AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.

B. MATERIALS:
   1. ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS. (24" SHALL BE DR-25)
   2. DUCTILE IRON PIPE (DIP) SHALL BE CEMENT OR POLYLINED INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING, MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-86 OR LATEST REVISION. MINIMUM WALL THICKNESS CLASS 52 (4"-12") & CLASS 51 (14"-20") (UNLESS OTHERWISE SPECIFIED).
   3. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.

C. INSTALLATION:
   1. PIPE AND FITTINGS:
      a. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UNI-BELL PLASTICS PIPE ASSOCIATION'S 'RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE".
      b. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93 OR LATEST REVISION.
      c. BEDDING AND INITIAL BACKFILL OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK (PER CITY OF FORT PIERCE ENGINEERING STANDARDS.
   3. SERVICE:
      a. MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE AS INDICATED IN THE FLORIDA BUILDING CODE.
      b. SERVICE LATERALS SHALL TERMINATE AT A DEPTH 30" BELOW FINISHED GRADE OR AS INDICATED ON PLUMBING PLAN.
      c. EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.
      d. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE PAINTED RED, EXTENDING 18"(MIN) ABOVE GRADE.
      e. CONTRACTOR SHALL ROUGH IN RISER TO 1 FOOT ABOVE FINISHED GRADE AND PLUG. AT PROJECT COMPLETION, CUT BACK TO FINISHED GRADE.
      f. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE CITY'S BUILDING DEPARTMENT, PLUMBING SECTION.

D. TESTING:
   1. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
   2. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
   3. MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.
   4. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN ATWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED AND ALL LINES SHALL BE T.V. INSPECTED.
   5. SANITARY SEWER SHALL BE TELEVISED AND LAMPED AT DEVELOPER'S EXPENSE. PRIOR TO FINAL ACCEPTANCE. OWNER / CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO CERTIFICATION TO ANY AGENCY.
   6. VISIBLE INFILTRATION LEAKAGE INTO MANHOLES AND SEWER PIPE SHALL NOT BE PERMITTED.

WATER DISTRIBUTION AND/OR SANITARY SEWER FORCE MAIN SYSTEM

A. GENERAL:
   1. NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS, FOR THE WATER AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO THE CITY OF FORT PIERCE UTILITIES DEPARTMENT AND THE ST. LUCIE COUNTY PUBLIC HEALTH UNIT.
   2. BEDDING AND INITIAL BACKFILL FOR MAINS SHALL BE SAND WITH NO ROCK (PER CITY OF FORT PIERCE - UTILITY SYSTEMS DEPARTMENT - UTILTIY STANDARDS MANUAL 2011 EDITION.)
   3. USE "DETECTO' TAPE ON ALL PVC MAINS (18" ABOVE), AND USE "NON-DETECTO" TAPE ON ALL D.I.P. MAINS (18" ABOVE)
   4. SEPARATION REQUIREMENTS SHALL BE PER THE CITY OF WEST ST. LUCIE ENGINEERING STANDARDS.
   5. CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF FORT PIERCE ENGINEERING STANDARDS AND SPECIFICATIONS.

B. MATERIALS:
   1. DUCTILE IRON PIPE (DIP) SHALL BE CLASS 52 UP TO 12" SIZE & CLASS 51 FOR 14" AND LARGER WITH INTERIOR CEMENT LINING AND BITUMINOUS COATED OUTSIDE. WATER MAIN & EPOXY LINED & COATED FORCE MAIN MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-91 OR LATEST REVISION. THE PIPE SHALL WITHSTAND A WORKING PRESSURE OF 350 PSI. THE JOINTS SHALL BE BELL AND SPIGOT PUSH-ON TYPE UNLESS OTHERWISE NOTED ON THE PLANS.
   2. ALL PVC MAINS SHALL BE SERIES 1120, CLASS 150 (DR 18) PRESSURE PIPE CONFORMING TO ANSI/AWWA C900-89 OR LATEST REVISION, AND SHALL HAVE PUSH-ON JOINTS, AND IRON PIPE O.D. (PVC ON-SITE ONLY)
   3. FITTINGS FOR MAINS 4" AND LARGER SHALL BE DUCTILE IRON MECHANICAL JOINT CONFORMING TO ANSI/AWWA C110/A21.10-93 OR LATEST REVISION, COMPLETE WITH GLANDS, GASKETS, BOLTS AND NUTS. ALL FITTINGS SHALL BE CEMENT LINED AND SEAL COATED WITH THE SAME MATERIALS AS THE PIPE & USE MEGALUG SERIES 1100 RESTRAINED JOINT ADAPTERS.
   4. VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED MOUNTED NON-RISING STEM, RATED AT 200 PSI AND CONFORMING TO ANSI/AWWA C509-87 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.
      a. GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2360-20, RESILIENT SEATED GATE VALVES SHALL BE AMERICAN 500/2500 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C509-87.
      b. TAPPING VALVES SHALL BE MUELLER H667 OR APPROVED EQUAL..
      c. GATE VALVES SHALL BE PER THE CITY OF FORT PIERCE ENGINEERING STANDARDS.
   5. TAPPING SLEEVES SHALL BE MUELLER H615 OR APPROVED EQUAL PER CITY OF FORT PIERCE.
   6. VALVE BOXES SHALL BE TYLER/UNION 461-S OR APPROVED EQUAL PER CITY OF FORT PIERCE.
   7. RETAINER GLANDS SHALL CONFORM TO ANSI/AWWA C111/A21.11-90 OR LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON ALLOYED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. GLOW CORPORATION MODEL F-1058 OR STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.
   8. DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.
   9. FIRE HYDRANTS SHALL HAVE A 5 1/4 " MAIN VALVE OPENING. PUMPER NOZZLE TO BE 18" FROM FINISH GRADE. ALL HYDRANTS TO BE INSTALLED WITH ANCHORING TEE AND GOOD VALVE. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502-85 (OR LATEST REVISION). HYDRANTS SHALL BE AMERICAN DARLING B-54-B. BLUE REFLECTIVE PAVEMENT MARKER REQUIRED IN CENTER OF NEAREST DRIVING LANE FOR FIRE HYDRANTS.

C. SERVICE CONNECTION:
   1. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH ASTM B-62 WITH THREADED ENDS, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
   2. CURB STOPS SHALL BE MUELLER OR APPROVED EQUAL.
   3. METER STOPS SHALL BE 90° LOCK WING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "O" RING SEALED AGAINST EXTERNAL LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
   4. SERVICE PIPING SHALL BE POLYETHYLENE TUBING.

D. INSTALLATION:
   1. GENERAL:
      CONNECTION OF ALL NEW SYSTEMS TO EXISTING MAINS SHALL BE DONE BY USING ONE OF THE FOLLOWING METHODS:
      a. METHOD A PER ST. LUCIECOUNTY PUBLIC HEALTH UNIT STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE EXISTING MAIN AND THE NEW ONE.
      b. METHOD B PER ST. LUCIECOUNTY PUBLIC HEALTH UNIT STANDARDS, WHICH INVOLVES A DIRECT CONNECTION BETWEEN THE NEW AND EXISTING MAINS USING TWO GATE VALVES SEPARATED BY A SLEEVE WITH A VENT PIPE.
      c. METHOD C APPROVED BY THE ST. LUCIECOUNTY PUBLIC HEALTH UNIT, WHICH INVOLVES A TAP WITH ONE GATE VALVE REQUIRING DISINFECTION OF THE NEW SYSTEM PRIOR TO CONDUCTING THE PRESSURE TEST.
   2. BEDDING:
      BEDDING AND INITIAL BACKFILL OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK (PER CITY OF FORT PIERCE ENGINEERING STANDARDS).
   3. PVC PIPE:
      a. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATION'S GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEMS.
      b. PVC PIPE SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER
      c. DETECTOR TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL PVC MAINS APPROXIMATELY 18" ABOVE THE PIPE, COLOR SIDE UP.
   4. DUCTILE PIPE:
      a. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST REVISION.
      b. D.I.P. SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER.
      c. "NON-DETECTOR" TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL D.I.P. MAINS APPROXIMATELY 18" ABOVE THE MAIN COLOR SIDE UP.
   5. VALVES:
      a. ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER OR "SEWER" CAST IN THE COVER. A BRASS DISK INDICATING, SIZE, TYPE, KIND & OPERATOR INSTRUCTIONS SHALL BE INSTALLED ADJACENT TO VALVE BOX.
      b. MAIN VALVES SHALL BE LOCATED ON AN EXTENSION OF THE RIGHT-OF-WAY LINE UNLESS DIMENSIONED OTHERWISE.
      c. MAIN VALVES SHALL BE INSTALLED AWAY FROM PARKING AREAS. IF THIS IS UNAVOIDABLE, PROPER MEASURES SHALL BE TAKEN TO AVOID THE PARKING OF VEHICLES OVER THE VALVES. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN AS POSSIBLE. VALVES LOCATED IN NON-PAVED AREAS OR IN PARKING STALLS REQUIRE A REFLECTIVE PAVEMENT MARKER ON THE CENTER OF THE NEAREST LANE OF ROADWAY. WHITE REFLECTORS FOR THE WATER MAIN VALVES, GREEN REFLECTORS FOR FORCE MAIN VALVES. 4 THE DISTANCE FROM THE TOP OF THE VALVE ACTUATOR NUT TO FINAL GRADE SHALL BE A MINIMUM OF 12 INCHES AND A MAXIMUM OF 18 INCHES.
   6. SERVICE:
      a. COVER OVER SERVICE LINES SHALL BE 18" MINIMUM, 36" MAXIMUM BELOW FINISHED GRADE AND 36" UNDER PAVEMENT.
      b. SERVICES UP TO 2" SHALL BE POLYETHYLENE TUBING PER CITY OF FORT PIERCE.
      c. METER STOPS SHALL HAVE 9" TO 10" COVER AS REQUIRED FOR PROPER METER/BOX INSTALLATION.
      d. WATER SERVICES UNDER PAVEMENT SHALL BE ENCASED IN A SCHEDULE 80 PVC SLEEVE FOR THE FULL LENGTH OF THE PAVEMENT AND FOR 2' BEYOND THE EDGE. SLEEVE DIAMETER SHALL BE TWICE THE DIAMETER OF THE SERVICE PIPE.
      e. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE. PAINTED BLUE EXTENDING 18" (MINIMUM) ABOVE GRADE UNLESS INDICATED OTHERWISE.

E. TESTING
   1. BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED.HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST REVISION, THE PRESSURE TEST SHALL NOT VARY MORE THAN ±5 P.S.I. DURING THE TEST.
   2. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF FORT PIERCE AND THE ENGINEER OF RECORD.
   3. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-92; 150 PSI MINIMUM STARTING TEST PRESSURE, WITH BACTERIOLOGICAL SAMPLES APPROVED BY THE ST. LUCIE COUNTY PUBLIC HEALTH DEPARTMENT.
   4. SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS.IF NOT SPECIFIED, SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1500' MAXIMUM FOR LINES GREATER THAN 1500' IN LENGTH.PROVIDE A MINIMUM OF TWO SAMPLING POINTS FOR ALL OTHER TEST SEGMENTS. SAMPLE POINTS MUST BE APPROVED BY ST. LUCIECOUNTY PUBLIC HEALTH DEPARTMENT.
   5. THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

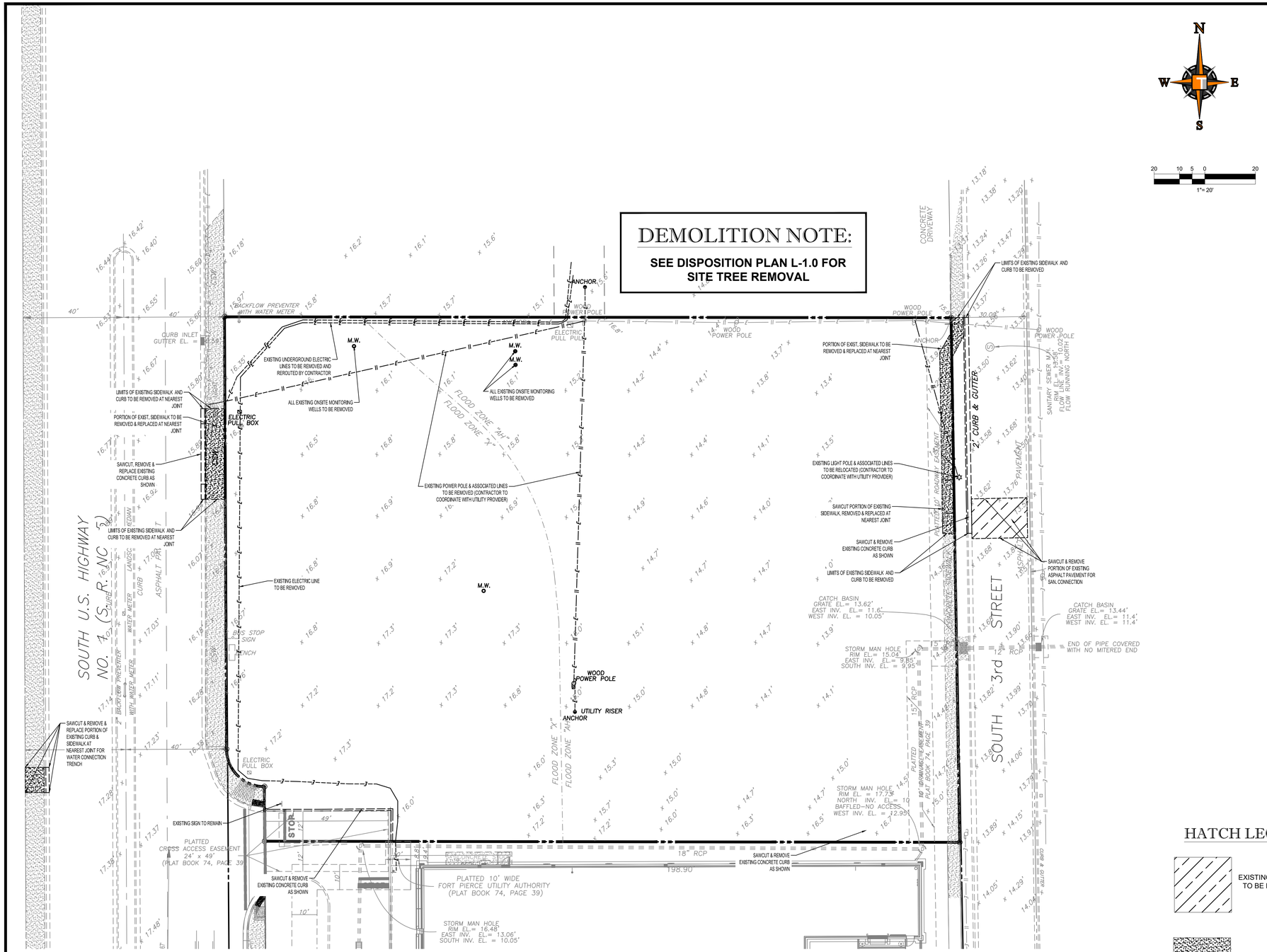
$$L = \frac{S\,D\,P^{0.5}}{148{,}000}$$

IN WHICH:
L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR.
S EQUALS LENGTH OF PIPE (LINEAR FEET),
D EQUALS NOMINAL DIAMETER OF PIPE (INCHES) AND
P EQUALS THE MINIMUM TEST PRESSURE (POUNDS PER SQUARE INCH).

SEPARATION OF WATER AND SEWER MAINS

SEPARATION REQUIREMENTS SHALL BE PER THE CITY OF FORT PIERCE ENGINEERING STANDARDS.

A. SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER



DEMOLITION NOTES:

1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
   CRAIG WATSON AND ASSOCIATES LLC
   2240 NE DIXIE HIGHWAY,
   JENSEN BEACH, FL. 34957
   DATED: 08/04/2021
2. THOMAS ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
3. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP, LLC IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
4. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR/TO:

   A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL LOCATION CERTIFICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.

   B. ENSURING COPIES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.

   C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.

   D. LOCATE/CAP ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.

   E. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.

   F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.

   G. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.

   H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE.
5. SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY.
6. TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS - OF - WAY.
10. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.

HATCH LEGEND

EXISTING ASPHALT TO BE REMOVED

EXISTING CONCRETE TO BE REMOVED

NOTES
1. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING.
2. ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH CITY OF FORT PIERCE AND LOCAL UTILITY COMPANY REQUIREMENTS. ALL DEMOLITON DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
3. CONTRACTOR SHALL REFER TO CONSTRUCTION PHASING PLANS FOR ORDER OF REMOVAL OF ANY UTILITIES AND/OR STRUCTURES.
4. EXISTING WATER SERVICES TO EXISTING RETAIL SPACE SHALL NOT BE REMOVED UNTIL PROPOSED WATER SERVICES ARE INSTALLED AND RELEASE FOR USE BY FORT PIERCE UTILITY AUTHORITY.

CONTRACTOR SHALL REFER TO LANDSCAPING PLAN FOR TREE REMOVAL

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-7000
1502 W. FLETCHER AVE. SUITE 206 UNIT NO. 1012 TAMPA, FL 33612 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503

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REVISIONS

REV	DATE	COMMENT	BY
1	02-10-22	REV - CITY COMMENTS	JMB

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PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C-3.0 DM

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.com

EDWARD M. McDONALD LICENSE No. 71615 STATE OF FLORIDA PROFESSIONAL ENGINEER

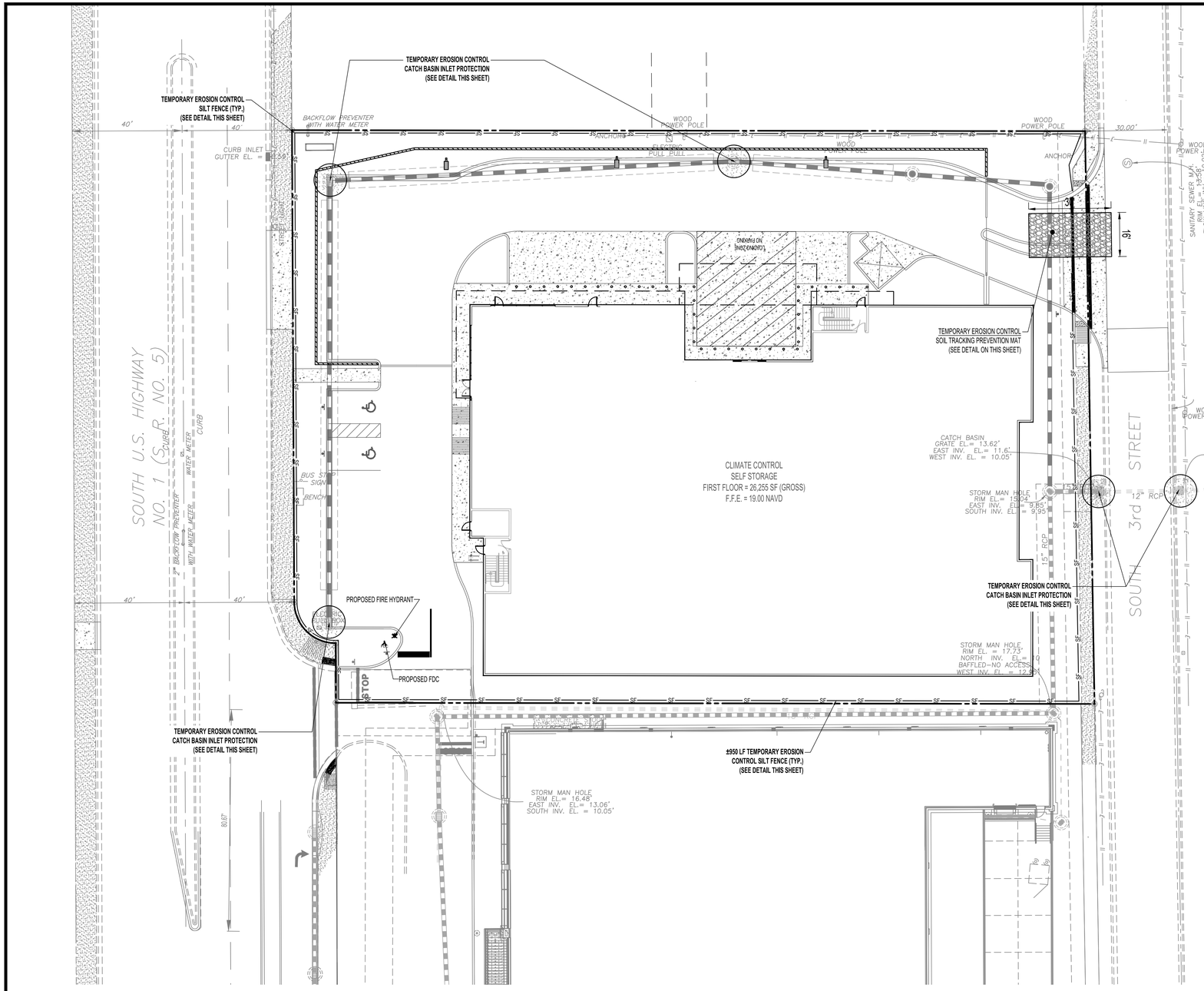
EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

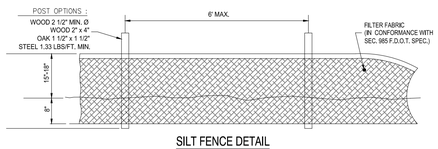
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DEMOLITION PLAN

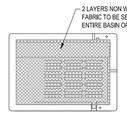
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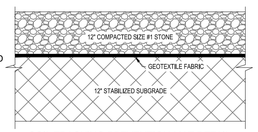




SILT FENCE DETAIL
NOT TO SCALE
(PER FDOT INDEX #102)



CATCH BASIN INLET FILTER DETAIL
NOT TO SCALE



SOIL TRACKING PREVENTION MAT DETAIL
NOT TO SCALE
(PER FDOT INDEX #106)

NOTE TO SILT FENCE INSTALLERS:

TO FACILITATE "EFFECTIVE" PRESERVATION OF TREES (THOSE WITH DRIP LINES DEPICTED ON PLAN) SILT FENCE SHALL NOT BE TRENCHED IN WITHIN DRIP LINES OF TREES WHERE AVOIDABLE. IF UNAVOIDABLE THEN EITHER INSTALL SILT FENCE AT GRADE (NO TRENCHING) OR USE HAY BALES IN THESE LOCATIONS.

LEGEND:

- PROPERTY LINE
- EXISTING CATCH BASIN
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- PROPOSED SILT FENCE / CONSTRUCTION FENCE
- PROPOSED INLET / STRUCTURE PROTECTION
- PROPOSED STORM SEWER
- PROPOSED ROOF DRAIN
- SOIL TRACKING PREVENTION MAT

EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION - ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED IN D-903. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
9. BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.
13. STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
17. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
18. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
19. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
20. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
21. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
22. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
23. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.
24. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (F.D.E.R.) CHAPTER 6.
25. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.
26. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
27. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
28. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
29. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
30. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAY BALES, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
31. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE STABILIZED.
32. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
33. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SJRWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.

POLLUTION PREVENTION NOTES:

A.) EROSION AND SEDIMENT CONTROL BMP'S IN ADDITION TO THOSE PRESENTED ON THESE PLANS SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM FLOWING ONTO ADJACENT PROPERTIES OR ROADWAYS, OFF SITE STORMWATER CONVEYANCES OR RECEIVING WATERS, OR ON SITE WETLANDS AND SURFACE WATERS. BMP'S SHALL BE DESIGNED, INSTALLED, AND MAINTAINED BY THE SITE OPERATOR TO ENSURE THAT OFF SITE SURFACE WATER QUALITY REMAINS CONSISTENT WITH STATE AND LOCAL REGULATIONS. [THE OPERATOR IS THE ENTITY THAT OWNS OR OPERATES THE CONSTRUCTION ACTIVITY AND HAS AUTHORITY TO CONTROL THOSE ACTIVITIES AT THE PROJECT NECESSARY TO ENSURE COMPLIANCE.]

B.) OFF SITE SURFACE WATER DISCHARGES, OR DISCHARGES TO ONSITE WETLANDS OR SURFACE WATERS WITH TURBIDITY IN EXCESS OF 29 NEPHELOMETRIC TURBIDITY UNITS (NTU'S) ABOVE BACKGROUND LEVEL SHALL BE IMMEDIATELY CORRECTED. SUCH INCIDENTS SHALL BE REPORTED TO WATER RESOURCES WITHIN 24 HOURS OF THE OCCURRENCE. THE REPORT SHALL INCLUDE THE CAUSE OF THE DISCHARGE AND CORRECTIVE ACTIONS TAKEN.

C.) THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION, OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1, F.A.C., BY TAKING APPROPRIATE MEASURES TO STABILIZE AFFECTED AREAS.

D.) FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ENTER STORMWATER DRAINS OR WATERBODIES, OR FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ARE IN EXCESS OF 25 GALLONS SHALL BE CONTAINED, CLEANED UP, AND IMMEDIATELY REPORTED TO WATER RESOURCES. SMALLER GROUND SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL.

E.) IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL IMMEDIATELY CEASE, AND WATER RESOURCES SHALL BE CONTACTED.

F.) PRIOR TO DEMOLITION OF EXISTING ON SITE STRUCTURES AN ASBESTOS SURVEY AND/OR ASBESTOS NOTIFICATION MAY BE REQUIRED.

G.) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM:
- i. NPDES CONSTRUCTION GENERIC PERMIT COVERAGE SHALL BE OBTAINED AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION COMMENCEMENT IN ACCORDANCE WITH RULE 62-621.300(4)(a), F.A.C.
- ii. A COPY OF THE CERTIFIED NPDES NOI, OR A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE POSTED AT THE SITE IN ACCORDANCE WITH RULE 62-621.300(4)(A) PART III.C.2, F.A.C.
- iii. A COPY OF THE CERTIFIED NPDES NOI, OR A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE PROVIDED TO WATER RESOURCES IN ACCORDANCE WITH RULE 62-621.300(4)(a)PART III.D.1, F.A.C.
- iv. THE SWPPP SHALL BE CERTIFIED IN ACCORDANCE WITH RULE 62-621.300(4)(a)PART V.D.6, F.A.C.
- v. A COPY OF THE SWPPP, AND COPIES OF THE INSPECTION AND MAINTENANCE RECORDS SHALL BE MAINTAINED AT THE PROJECT SITE, AND SHALL BE READILY AVAILABLE TO COUNTY OR STATE INSPECTORS.

H.) THE DISCHARGE OF GROUNDWATER PRODUCED THROUGH DEWATERING, TO SURFACE WATERS, OR ANY PORTION OF THE MS4 WILL REQUIRE SEPARATE PERMITTING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP). PERMIT(S) SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF DEWATERING.

MAINTENANCE NOTES:

N.P.D.E.S. PERMIT COMPLIANCE REQUIRES INSPECTIONS EVERY 7 CALENDAR DAYS BY AN NPDES QUALIFIED INSPECTOR AND PERIODIC INSPECTIONS WITHIN 24 HOURS OF ANY RAINFALL EVENT OF 0.5 INCHES OR GREATER. THESE INSPECTIONS MAY RESULT IN RECOMMENDATIONS FOR ROUTINE MAINTENANCE OF THE SOIL EROSION CONTROL DEVICES, AS WELL AS FURTHER MAINTENANCE AS OUTLINED BELOW.

1. THROUGHOUT THE CONSTRUCTION PERIOD, ALL MUD/SILT TRACKED ONTO EXISTING FDOT ROADS FROM THE SITE DUE TO CONSTRUCTION SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR.
2. CATCH BASIN INLET AND CONCRETE FLUME FILTERS SHALL BE MAINTAINED CLEAN AT ALL TIMES THROUGHOUT THE CONSTRUCTION PERIOD. WEEKLY INSPECTIONS WILL BE PERFORMED EVERY 7 CALENDAR DAYS. IF A FILTER HAS HOLES OR IS INUNDATED WITH SEDIMENT, THE FILTER WILL REQUIRE REPLACEMENT.
3. CONSTRUCTION ACCESS AND TRACKING MAT MUST BE MAINTAINED AS NECESSARY. REPLENISH CRUSHED AGGREGATE IF PRESENT LAYER IS FILLED WITH SEDIMENT, POOLING WATER OR HAS RUTS. A NEW LAYER MAY BE ADDED IF OLD LAYERS BECOME COMPACTED.
4. SILT FENCE IS TO BE INSPECTED DAILY BY CONTRACTOR AND EVERY 7 CALENDAR DAYS BY NPDES QUALIFIED INSPECTOR. IF REPAIRS OR REPLACEMENT IS NECESSARY, IT SHALL BE PERFORMED IMMEDIATELY. THE SILT FENCE SHOULD BE TRENCHED IN, BACK-FILLED, AND STAPLED OR STAKED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. MAINTENANCE INCLUDES THE REMOVING OF BUILT-UP SEDIMENT. WHEN THE SEDIMENT ACCUMULATES TO 1/3 OF THE HEIGHT OF THE FENCE, CONTRACTOR MAY HAVE TO REMOVE, REPLACE, RETRENCH, OR RE-BACKFILL THE FENCE IF IT FAILS. IT WOULD ALSO BE NECESSARY TO REINSTALL IF ANY PORTION OF THE FENCING WAS DAMAGED BY CONSTRUCTION MACHINERY.
5. SEEDING OR RESEEDING MAY BE REQUIRED IMMEDIATELY TO AREAS WHICH HAVE BEEN DAMAGED BY RUNOFF.
6. REMOVE ANY VISIBLE SEDIMENT FROM THE POND BOTTOM TO KEEP THE BASIN DESIGNED INFILTRATION PERFORMANCE.
7. THE CONTRACTOR SHALL CONTINUOUSLY ENSURE THAT THE PERIMETER OF THE SITE, INCLUDING CONSTRUCTION ENTRANCES, IS SECURED FROM ALLOWING DEBRIS TO LEAVE THE SITE DUE TO CONSTRUCTION ACTIVITY OR RAINFALL EVENTS. A WEEKLY LOG SHALL BE UPDATED AND KEPT ON-SITE IN ACCORDANCE WITH THE NPDES PERMIT. BY BIDDING DOCUMENTS CONTRACTOR ACKNOWLEDGES HE/SHE IS AWARE OF NPDES GUIDELINES AND POLICIES AS WELL AS BEST MANAGEMENT PRACTICES AND ASSUMES SOLE RESPONSIBILITY FOR FINES IMPOSED BY GOVERNMENTAL AGENCIES DUE TO VIOLATIONS.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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REVISIONS

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1	02-10-22	REV - CITY COMMENTS	JMB

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PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C-4.0 EC

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

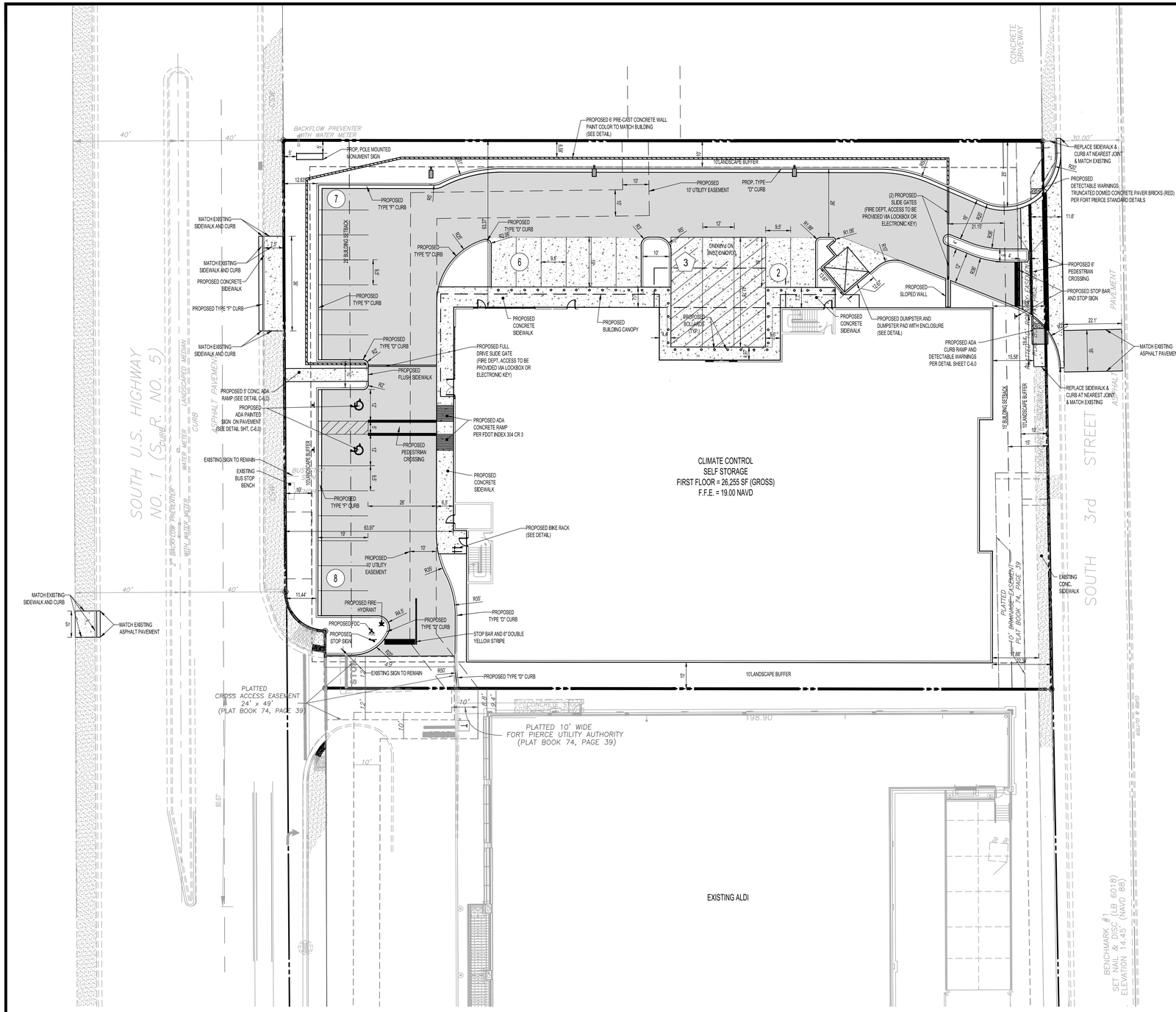
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EDWARD M. McDONALD
LICENSE No. 71615
STATE OF FLORIDA
PROFESSIONAL ENGINEER

EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
EROSION CONTROL PLAN

SHEET NUMBER:
C-4.0
OF





LEGEND:

- EXISTING PROPERTY LINE
- EXISTING STORM DRAINAGE LINE
- PROPOSED BUILDING
- PROPOSED CONCRETE PAVEMENT
- 2 — PROPOSED REGULAR PARKING SPACE COUNT
- 3 — PROPOSED LOADING SPACE PARKING COUNT
- PROPOSED ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- PROPOSED LIGHT (REFER TO PHOTOMETRIC PLAN)

DISTRICT REQUIREMENTS & GENERAL NOTES

APPLICANT/OWNER: LGFTPI LLC
7307 NW 122ND AVE
PARKLAND, FL 33076

PARCEL NO. 2415-602-0002-000-2

FEMA FLOOD ZONE: ZONE X PER FLOOD PANEL 120286-0187-J, DATED FEB. 16, 2012
ZONE AH (16)

LAND USE INFORMATION:

CURRENT USE:	VACANT
PROPOSED USE:	RETAIL
FUTURE LAND USE DESIGNATION:	COMMERCIAL
ZONING DESIGNATION:	C3 - GENERAL COMMERCIAL

DEVELOPMENT STANDARDS:

	REQUIRED	PROPOSED
MIN. LOT AREA (S.F.)	10,000	60,039
MIN. LOT FRONTAGE (FEET):	50	208.35
MIN. LOT DEPTH (FEET):	90	288.66
MIN. SET BACKS:		
FRONT - WEST (FEET):	25	63.97'
SIDE - NORTH (FEET):	0	63.37'
SIDE - SOUTH (FEET):	0	10'
REAR - EAST (FEET):	15	19.90'
MIN. LANDSCAPE BUFFER:		
FRONT - WEST (FEET):	10	11.6'
SIDE - NORTH (FEET):	10	10'
SIDE - SOUTH (FEET):	10	10'
REAR - EAST (FEET):	10	15.21'
MAX. HEIGHT (FEET):	65'	50'
MAX. LOT COVERAGE:	0.60	0.44
MIN. PERVIOUS AREA (%)	20	20
MIN. OPEN SPACE (RATIO):	25	25.5

PARKING DATA:

REQUIRED PER CODE:

USE	AREA	RATIO	AMOUNT
SELF STORAGE	106,860 S.F.	1 SPACE / 600 S.F.	178 SPACES

PROVIDED:	SPACES
STANDARD SPACES (MIN. 9.5' X 19')	21
ACCESSIBLE SPACES (MIN. 12' X 19')	2
TOTAL SPACES	23

SEE PARKING STUDY: MAXIMUM REQUIRED PER PARKING STUDY = 22 SPACES

LOADING ZONE:

REQUIRED:
GROSS FLOOR AREA 106,830 S.F. - 3 REQUIRED
PROVIDED: 3 SPACES

BICYCLE PARKING:

REQUIRED: 1 SPACE PER 10 MOTOR VEHICLE SPACES; 2 MINIMUM - 2 REQUIRED
PROVIDED: 2 SPACES

NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES.
2. ALL TRUNCATED DETECTABLE SURFACES SHALL BE CAST IN PLACE (ADHESIVE NOT PERMITTED) AND BE BRICK RED IN COLOR. ALL RAMPS AND FLUSH CONNECTIONS WITHIN PUBLIC RIGHT-OF-WAY OR ROAD EASEMENTS SHALL INCLUDE TRUNCATED DETECTABLE SURFACE 24" IN DEPTH CONSISTENT WITH FDOT STANDARD PLANS.
3. 2 EMPLOYEES MAX PER SHIFT AT SELF STORAGE FACILITY

FEMA MAP INFORMATION:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF 'X' AND 'AH' BASE EL. 16.0' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111C0187K, DATED FEBRUARY 19, 2020 AND IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM 1988

DATUM INFORMATION:

ALL ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD' 88)

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-7000
1502 W. FLETCHER AVE. SUITE 206 TAMPA, FL 33612 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503
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REVISIONS

REV	DATE	COMMENT	BY
1	02-10-22	REV - CITY COMMENTS	JMB

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PERMIT SET

PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C-5.0 SP

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

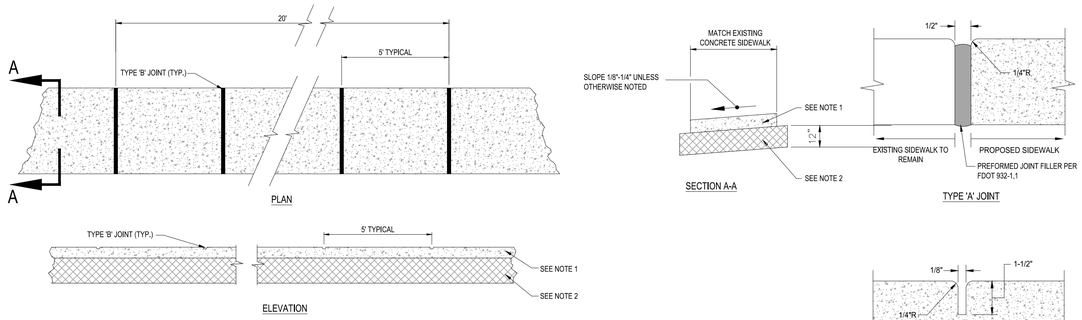
SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.com

EDWARD M. McDONALD LICENSE No. 71615 STATE OF FLORIDA PROFESSIONAL ENGINEER
EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **C-5.0** OF



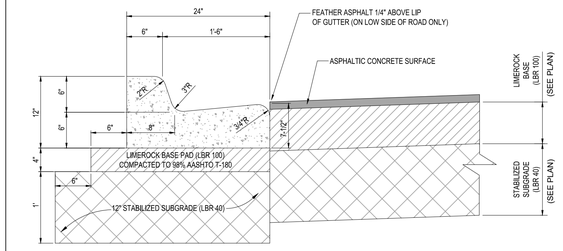
NOTES:

1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180, (12" THICKNESS)
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.
6. CONCRETE SIDEWALKS SHALL BE REINFORCED BY FIBER MESH.
7. ADDITION OF FIBERMESH OR 6X6 WWF FOR SIDEWALKS TO BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAYS.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALK
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

1 SIDEWALK DETAILS

SCALE: NONE

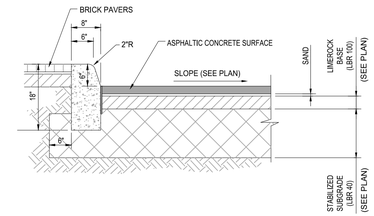


NOTE:

1. WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" INSTEAD OF 7 1/2".
2. REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS
3. LIMEROCK BASE SHALL BE COMPACTED TO A 98% MAX. DENSITY PER A.A.S.H.T.O. (T-180)
4. 12" SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. (T-180)

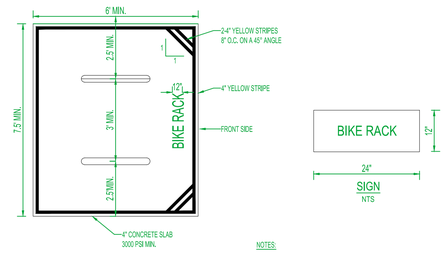
2 TYPE 'F' CURB & GUTTER DETAIL

SCALE: NONE



3 CONCRETE CURB (TYPE 'D') DETAIL

SCALE: NONE

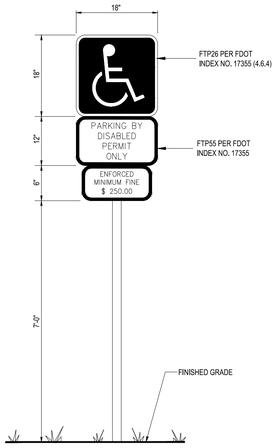


NOTES:

1. THE BICYCLE RACK SHALL BE AN INVERTED "U", "A", "POST-AND-LOOP" OR OTHER TYPE THAT MEETS REQUIREMENTS CONTAINED IN SECTION XXXXX
2. THE BICYCLE RACK SHALL BE P.V.C. COATED, METAL PIPE RACK.
3. THE BICYCLE RACK SHALL BE IDENTIFIED WITH PAVEMENT MARKINGS OR SIGNAGE.
4. THE RACK MAY BE ATTACHED ACCORDING TO EITHER OF THE METHODS SHOWN USING THE FLANGE WITH ANCHOR BOLTS MAY REQUIRED ADDITIONAL CONCRETE SLAB THICKNESS, OTHER ANCHORING SYSTEM MAY BE CONSIDERED UPON APPROVAL IN ADVANCE WITH THE CITY INSPECTOR IF REQUIRED BY THE MANUFACTURER.
5. THE STRIPING AND LETTERING SHOWN SHALL BE HIGH VISIBILITY REFLECTIVE YELLOW PAINT OR THERMOPLASTIC MEETING FDOT SPECIFICATIONS.
6. THE SIGN SHALL BE PLACED 5 FEET FROM GROUND AND EITHER PLACED ON A POST OR WALL IF AVAILABLE.

4 BIKE RACK

SCALE: NONE

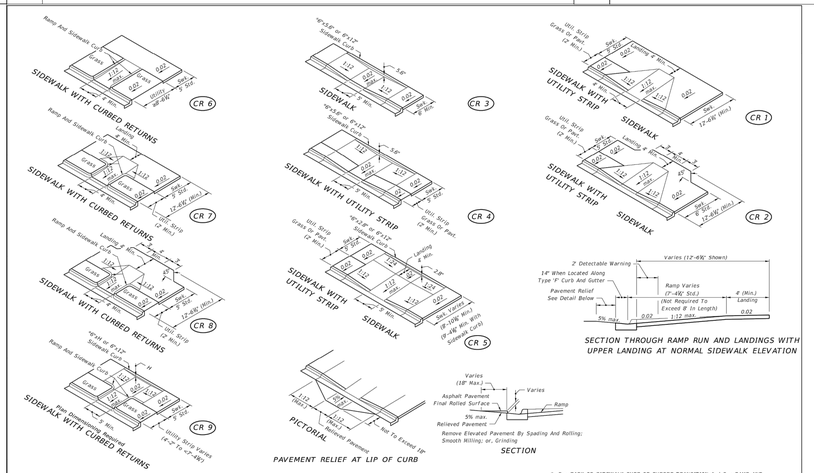


NOTES

1. HANDICAPPED SIGN WILL BE OF A D.O.T. (BLUE) COLOR PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAPPED SPACE WILL BE OF A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX VALLEY SYSTEMS INC. OF CARY ILLINOIS, PHONE 1-800-323-4770 SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE DESIGNED FOR THE HANDICAPPED SPACE.

5 ACCESSIBLE PARKING SIGN

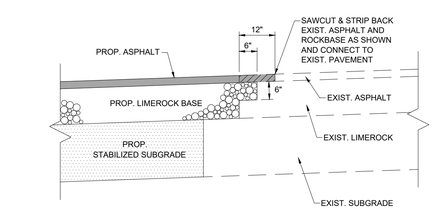
SCALE: NONE



DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTH ARE NOT RESTRICTED BY RIGHT OF WAY

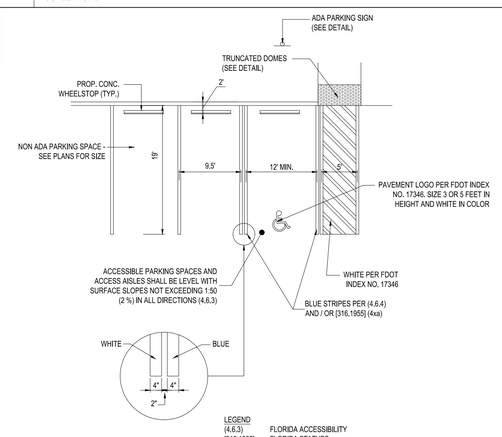
* For BACK OF SIDEWALK CURB OR BUFFER TRANSITION And For RAMP AND SIDEWALK CURB OPTIONS See Sheet 4.

LAST REVISION	DESCRIPTION:	FDOT DESIGN STANDARDS 2013	PUBLIC SIDEWALK CURB RAMPS	INDEX NO. 304	SHEET NO. 2
01/01/11					



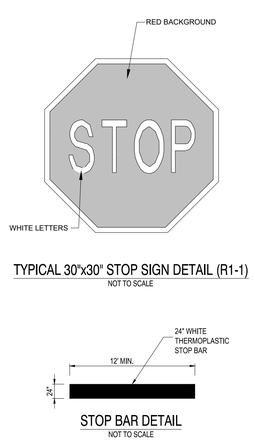
6 SAWCUT/MATCH ASPHALT PAVEMENT DETAIL

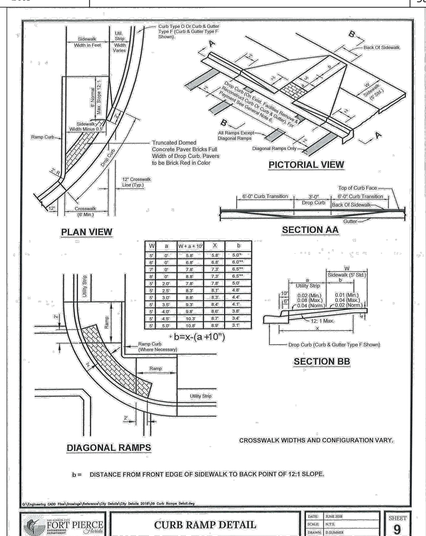
NONE



7 ACCESSIBLE PARKING SPACE - ADA COMPLIANT

SCALE: NONE





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REVISIONS

REV	DATE	COMMENTS	BY
	04/20/2017	ENGINEERING COMMENTS	SKG
1	02-10-22	REV - CITY COMMENTS	JMB
2	05/10/2017	FDOT COMMENTS	JMG

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PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C-6.0 SP DETAILS

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

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EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

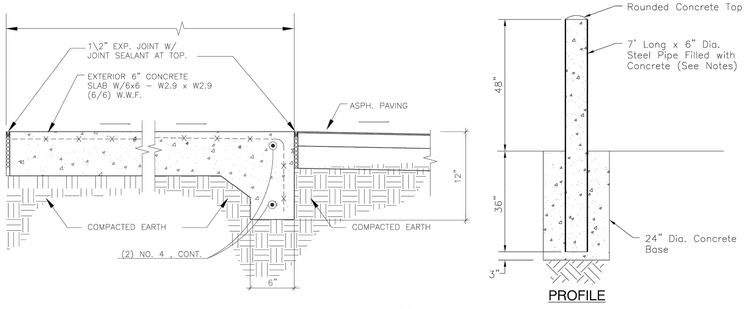
SHEET TITLE:

SITE PLAN DETAILS

SHEET NUMBER:

C-6.0

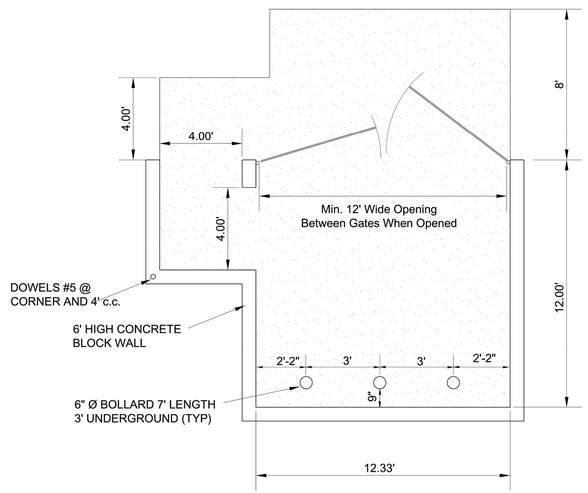
OF



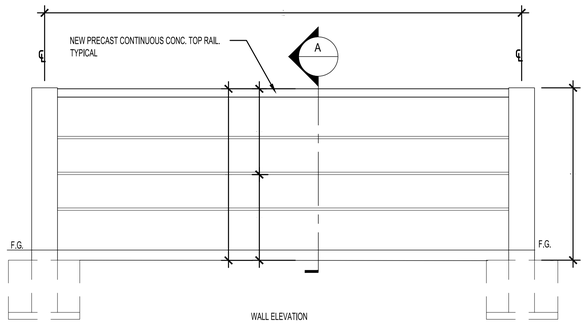
PROFILE

NOTES:

1. The minimum wall thickness of the pipe shall be 0.188".
2. All posts shall have 2 coats of primer and 2 coats of Yellow top coat, unless otherwise noted.
3. The primer coat shall meet the requirements of FDOT 971-5.
4. All concrete shall be FDOT class 1.

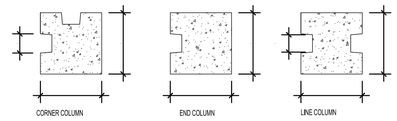


DUMPSTER WITH SIDE OPENING



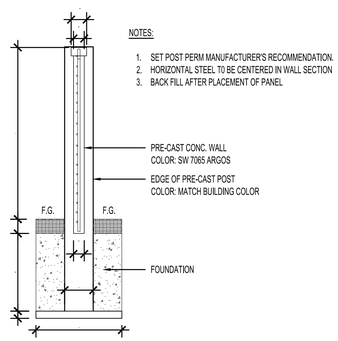
WALL ELEVATION

SCALE : N.T.S



NOTES:

1. ALL CONCRETE TO BE 3,000 PSI FOR FOUNDATIONS AND 4,000 PSI FOR ALL PRECAST UNITS
2. ALL REINFORCING STEEL TO BE ASTM A615 DEFORMED BARS 60,000 PSI
3. WIND LOAD DESIGN CONFORMS TO F.B.C. 2017 AND ASCE 7-10, FOR WIND LOAD OF 170 MPH 3 SECOND GUST, EXPOSURE "C", ASD DESIGN FOR A SOLID FENCE
4. SOIL BEARING CAPACITY OF 2000 P.S.F. MIN..



SECTION 'A'

SCALE : N.T.S

PRE-CAST CONCRETE WALL

THOMAS ENGINEERING GROUP

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FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

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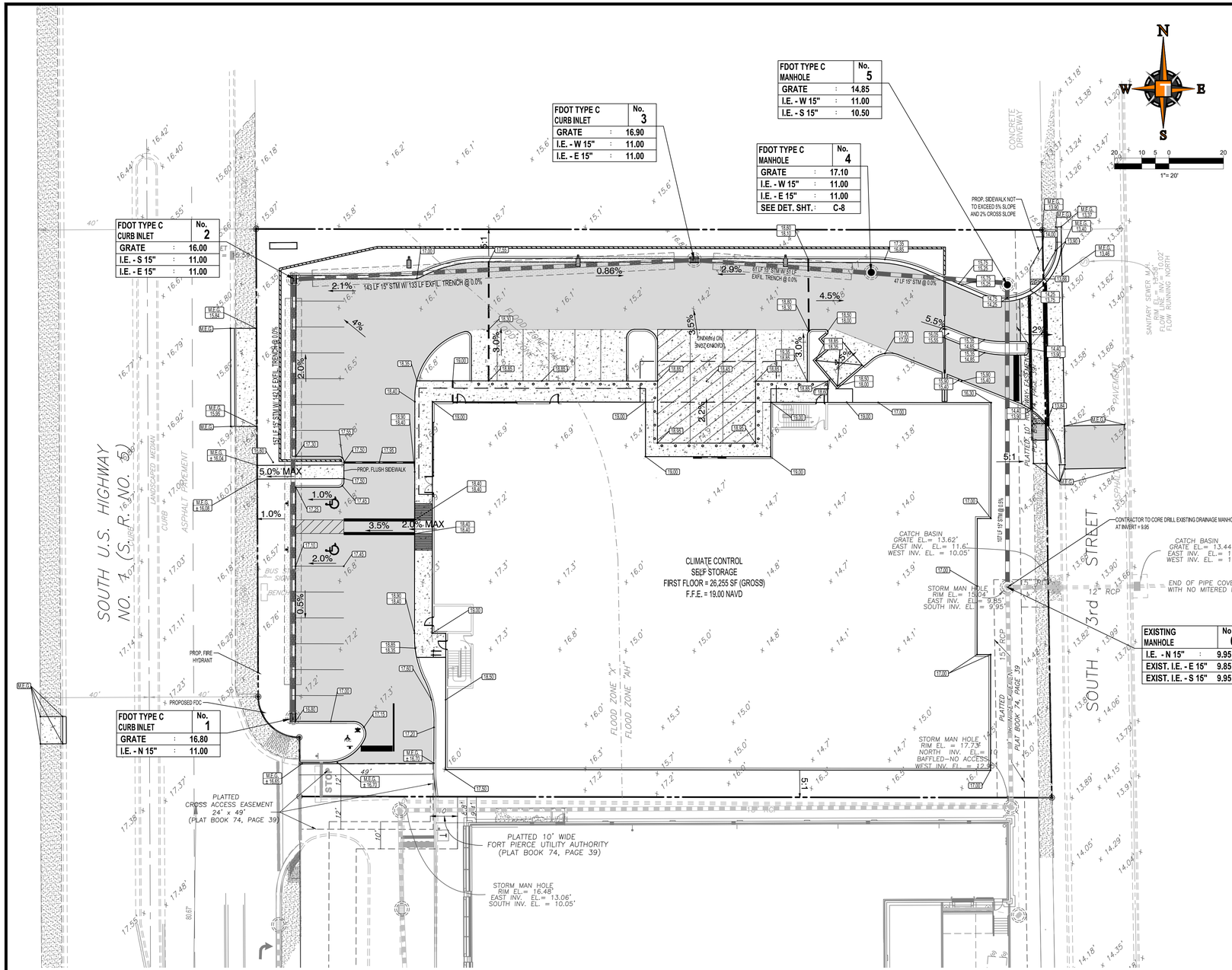
SHEET TITLE:

SITE PLAN DETAILS

SHEET NUMBER:

C-6.1

OF

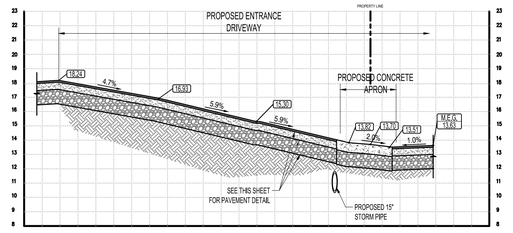


PAVING, GRADING & DRAINAGE LEGEND

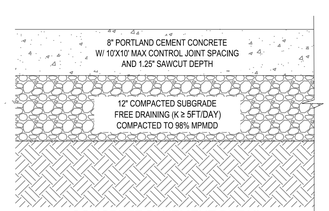
EXISTING	(TYP.)/CAL NOTE TEXT	PROPOSED
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	STORM SEWER	
	SANITARY SEWER MAIN	S
	SANITARY SEWER LATERAL	SL
	CATCH BASIN	
	MANHOLE	
	GRADE SPOT SHOT	X.XX
	FIRE HYDRANT	
	DECORATIVE LIGHTING	
	RIGHT OF WAY	
	PROPERTY LINE	
	UTILITY EASEMENT	
	FPL TRANSFORMER	T
	SLIDE GATE GRADE AREA	

HATCH LEGEND

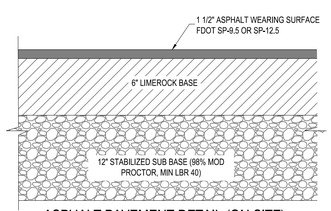
- PROPOSED ASPHALT PAVEMENT
- PROP. CONC. PAVEMENT
- HEAVY DUTY ASPHALT
- PROP. HEAVY DUTY CONC. PAVEMENT



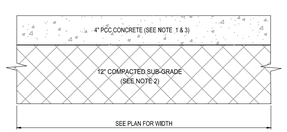
SECTION A-A
HORIZ. SCALE: 1"= 20'
VERT. SCALE 1"= 5'



CONCRETE PAVEMENT DETAIL (ON SITE, STANDARD DUTY)
NOT TO SCALE



ASPHALT PAVEMENT DETAIL (ON SITE)
NOT TO SCALE



NOTES:
1. SIDEWALK SHALL BE 4" THICK EXCEPT IN THE RIGHT-OF-WAY WHERE THE THICKNESS SHALL BE 6".
2. 12" SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. (T-180)
3. T-180, CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.
6. PROVIDE FIBEROUS JOINTS 20' O.C.

TYPICAL CONCRETE SIDEWALK SECTION
NOT TO SCALE

STORMWATER DATA

PERCENT IMPERVIOUS	80%
MIN. PAVEMENT ELEVATION	15.03 NAVD
MIN. BERM. ELEVATION	16.32 NAVD
MIN. FINISHED FLOOR	19.00 NAVD

FEMA MAP INFORMATION:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF 'X' AND 'AH' BASE EL. 16.0' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111C0187K, DATED FEBRUARY 19, 2020 AND IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM 1988

DATUM INFORMATION:

ALL ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD' 88)

CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
12. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
13. 2.0% MAXIMUM SLOPE ON ADA ACCESS WAYS.
14. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%.
15. EXISTING COVER MUST BE MAINTAINED ON ALL WATER AND SANITARY LINES.
16. EXISTING SEWER MUST REMAIN FREE FROM CONSTRUCTION DEBRIS AND FLOW MUST BE MAINTAINED.
17. ANY WORK CONDUCTED IN FDOT ROW TO BE DESIGNED AND CONSTRUCTED USING THE LATEST YEAR STANDARDS AND SPECIFICATIONS.

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REVISIONS

REV	DATE	COMMENT	BY
1	02-10-22	REV - CITY COMMENTS	JMB

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PERMIT SET

PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C-7.0 PGD

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

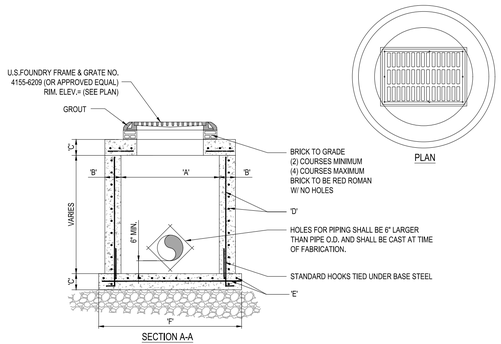
THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.com

EDWARD M. McDONALD LICENSE No. 71615 STATE OF FLORIDA PROFESSIONAL ENGINEER

EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

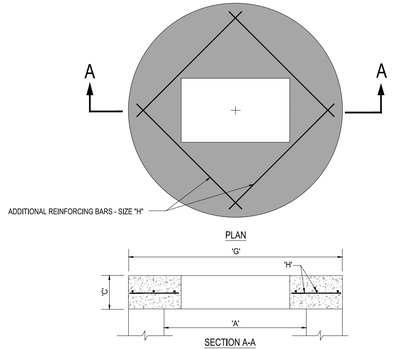
SHEET TITLE:
PAVING, GRADING, & DRAINAGE PLAN

SHEET NUMBER:
C-7.0
OF



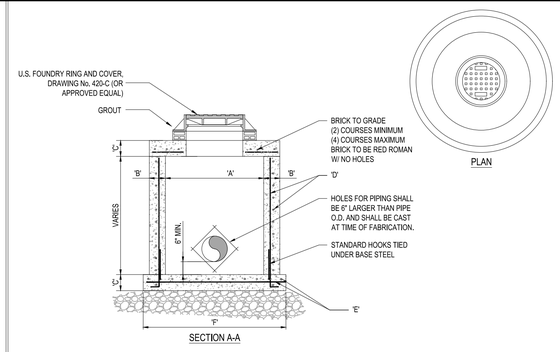
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C-8	8'-0" Ø	10"	10"	2- W.W.M. w/ # 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

1 PRECAST CIRCULAR CATCH BASIN
SCALE: NONE



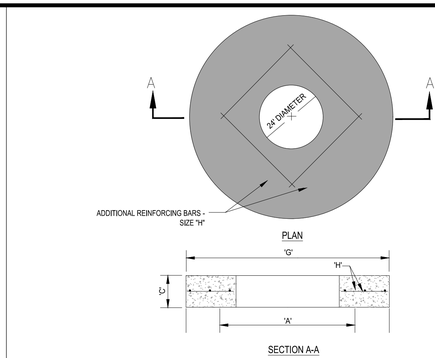
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2 PRECAST CONCRETE-TOP SLAB
SCALE: NONE



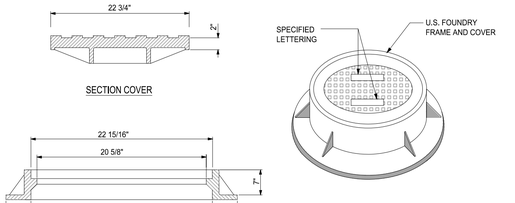
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M-8	8'-0" Ø	10"	10"	2- W.W.M. w/ 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

3 PRECAST CIRCULAR DRAINAGE MANHOLE
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
M-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
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M-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
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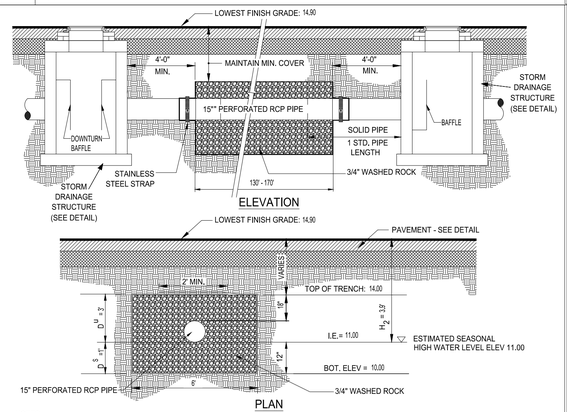
4 PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES
SCALE: NONE



NOTE:

1. RING AND COVER TO BE TYPE U.S.F. No. 420-C

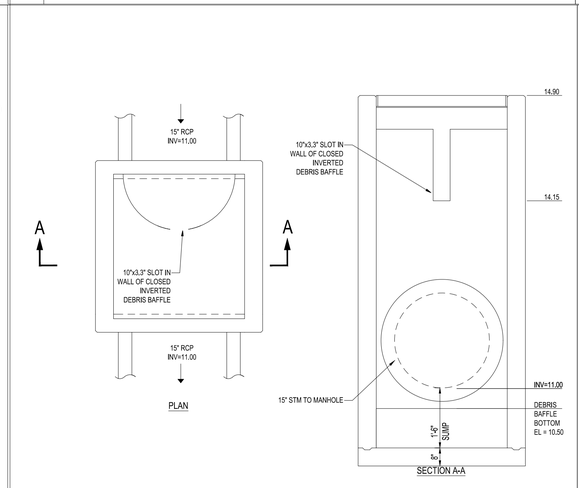
5 MANHOLE FRAME DETAIL
SCALE: NONE



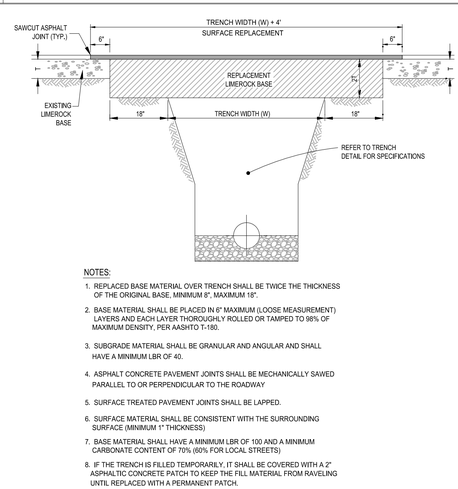
NOTES:

1. PIPES SHALL CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
2. BALLAST ROCK SHALL CONSIST OF 3/4" WASHED ROCK AND BE FROM FRESH WATER WASHED FREE OF DELETERIOUS MATTER.
3. TRENCH TO BE LINED WITH AMOCO PROPEX 4545 OR APPROVED EQUIVALENT TYPE FILTER FABRIC. OVERLAP TRENCH LINING MATERIAL A MINIMUM OF 2' AT TOP OF TRENCH. CLOSE ENDS AND STRAP AROUND PIPE.
4. IN AREAS OVER TRENCH WHERE THE FULL ROADWAY SECTION CANNOT BE CONSTRUCTED, THE AREA ABOVE THE TRENCH SHALL CONSIST ENTIRELY OF LIMEROCK BASE (LBR100).

6 EXFILTRATION TRENCH
SCALE: NONE



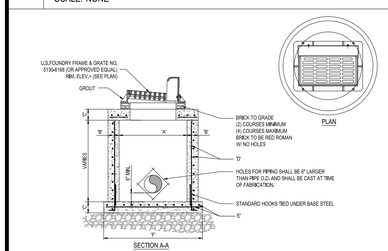
7 CONTROL STRUCTURE
N.T.S



NOTES:

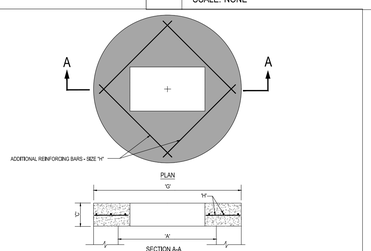
1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 8", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED PARALLEL TO OR PERPENDICULAR TO THE ROADWAY
5. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED.
6. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE (MIMIMUM 1" THICKNESS)
7. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS)
8. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.

8 PAVEMENT RESTORATION DETAIL
SCALE: NONE



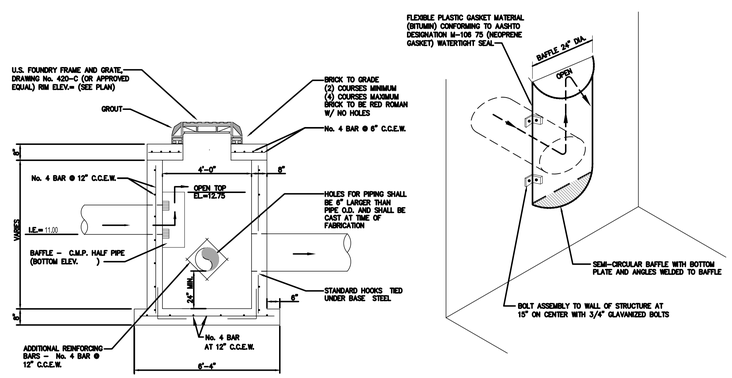
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12 PRECAST CIRCULAR CURB INLET
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
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C-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

13 PRECAST CONCRETE-TOP SLAB
SCALE: NONE



INVERTED DEBRIS BAFFLE PRECAST DRAINAGE MANHOLE
SCALE: NONE

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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1502 W. FLETCHER AVE. SUITE 206 TAMPA, FL 33612 P: 813-379-4100
1125 W INDIANTOWN RD. SUITE 201 JUPITER, FL 33458 P: 561-203-7503
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FOR

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SAINT LUCIE COUNTY

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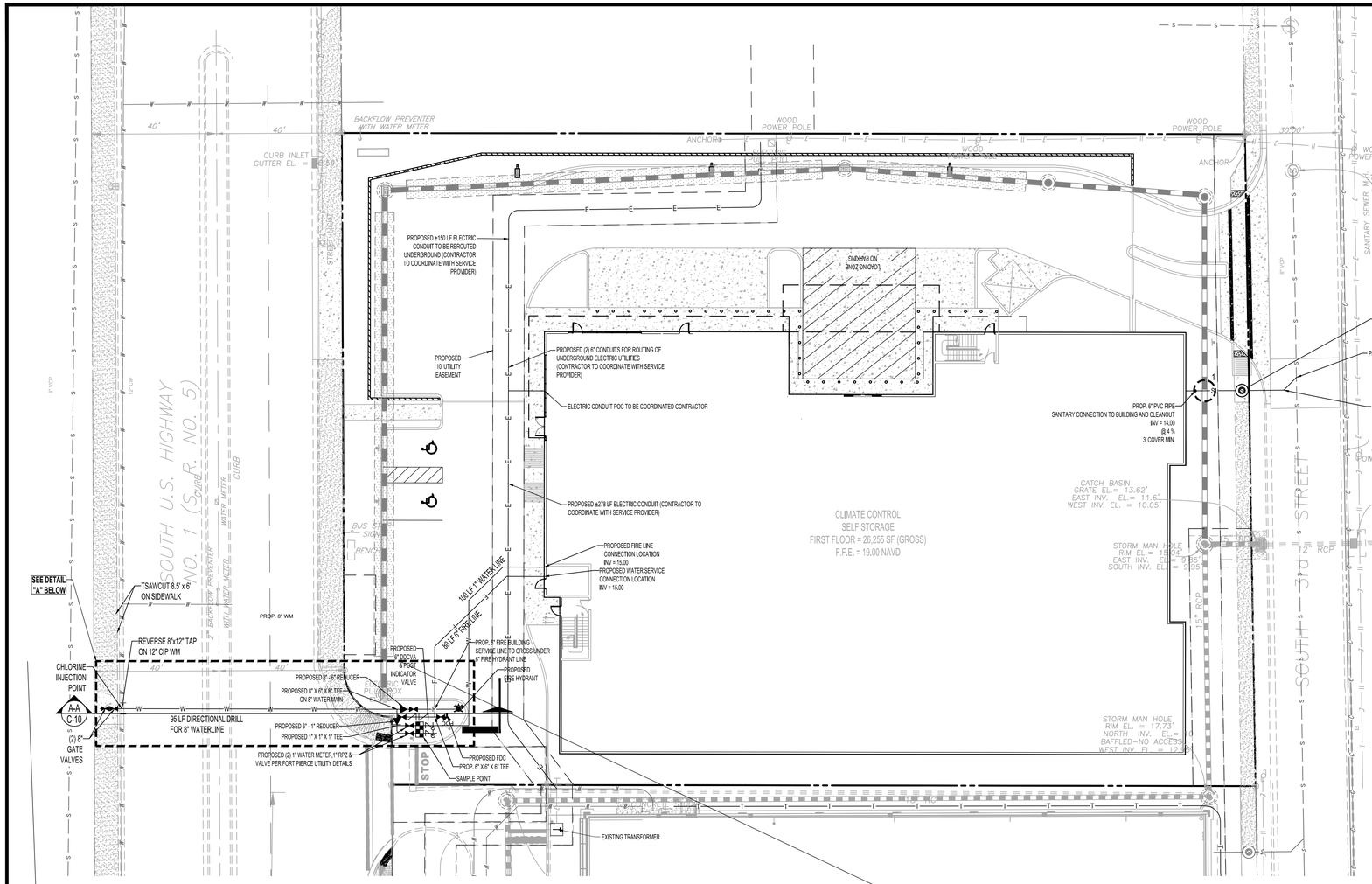
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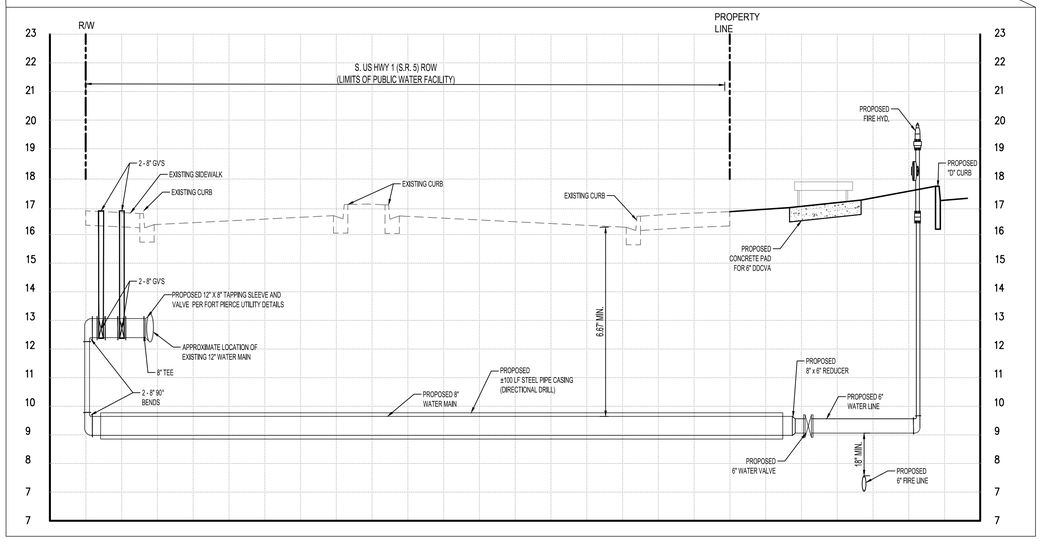
PAVING, GRADING & DRAINAGE DETAILS

SHEET NUMBER:

C-8.0

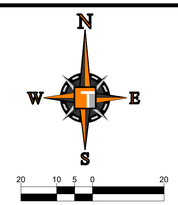
OF





DETAIL "A":

SCALE: 1" = 10'



LEGEND:

- PROPERTY LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING FORCE MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED ELECTRIC CONDUIT
- PROPOSED UTILITY CROSSING
- PROPOSED LIGHT (REFER TO PHOTOMETRIC PLAN)

SANITARY SEWER NOTES:

A. GENERAL:
1. DISTANCE AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
2. PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR TO TELEVISE EXISTING SANITARY SEWER LINE FROM POINT OF CONNECTION THROUGH THE NEXT SEQUENTIAL DOWNSTREAM RUN OF PIPE. ADDITIONALLY, PRIOR TO COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL TELEVISE THE NEWLY INSTALLED SANITARY SEWER MAIN TO ENSURE NO DIPS OR DEBRIS WITHIN LINE.
3. ALL UNDERGROUND UTILITY WORK IN THE COUNTY EASEMENT OR ROW MUST BE COMPLETED BY UNDERGROUND UTILITY CONTRACTOR LICENSED BY THE STATE OF FLORIDA.

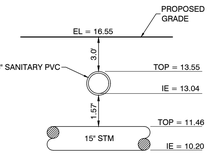
B. MATERIALS:
1. ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS.
2. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.
3. ALL SANITARY CLEANOUTS WITHIN PAVEMENT SHALL HAVE A LID THAT IS H20 LOADING.

C. INSTALLATION:
1. PIPE AND FITTINGS:
   a. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UNI-BELL PLASTICS PIPE ASSOCIATION'S "RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE".
   b. BEDDING AND INITIAL BACKFILL (12 INCHES) OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4 " WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
2. CLEANOUTS:
   a. CLEANOUTS SHALL BE SET PLUMB TO LINE AND GRADE ON FIRM CLEAN SUBGRADE PROVIDING UNIFORM BEARING UNDER THE BASE.
   b. ALL OPENINGS AND JOINTS SHALL BE SEALED WATER-TIGHT.
3. SERVICE:
   a. MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE 1.04%.
   b. EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.
   c. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE ARCHITECTURAL DRAWINGS.

D. TESTING:
1. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
2. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
3. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED.
4. CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO THE CERTIFICATION TO ANY AGENCY.

NOTES:
1. ALL ELECTRICAL WORK ON-SITE TO BE PERFORMED BY A CERTIFIED ELECTRICIAN.
2. ALL ELECTRICAL WORK SHALL BE COORDINATED WITH FPUA AND THE ELECTRICAL DRAWINGS.
3. CERTIFIED ELECTRICIAN SHALL INSTALL CONDUITS AND PULL BOXES FROM ELECTRICAL ROOM TO EACH LIGHT POLE AND ENSURE SUFFIECIENT POWER IS SUPPLIED TO EACH POLE..
4. ELECTRICIAN SHALL RUN CONDUITS AND WIRES FROM ELECTRICAL ROOM TO MONUMENT SIGN AND IRRIGATION PUMP AND ENSURE SUFFICIENT POWER IS SUPPLIED TO EACH. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION AND PREPARING ANY MOT PLANS WHICH MAY BE NEEDED BY GOVERNMENTAL AGENCIES.
5. ANY UTILITY INSTALLATION AND TAPS / CONNECTIONS SHALL INCLUDE NECESSARY PAVEMENT, CURB AND SIDEWALK RESTORATION TO COMPLETE WORK.
6. CONTRACTOR SHOULD INSTALL ELECTRICAL CONDUITS AND EQUIPMENT IN ACCORDANCE WITH THE FPUA PLAN FOR NEW SERVICE AT 1412 S. US 1 / ALDI. THIS PLAN IS A REFERENCE OF THAT WORK HOWEVER CONSTRUCTION OF THE ELECTRICAL SYSTEM SHALL NOT BE BASED OFF THIS PLAN.

UTILITY CROSSING SCHEDULE:



CROSSING #1

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-71000
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FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

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OF

Posted on Thursday, March 10, 2022, 2:03 PM by Jude Bruneau

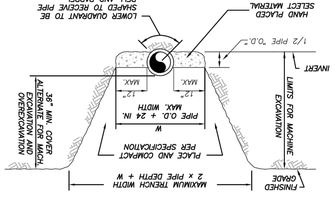
FORT PIECE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE FOLLOWING STANDARD SPECIFICATIONS OF THE FORT PIECE UTILITIES AUTHORITY.
2. WATER MAINS SHALL BE SPECIFIED AS POLYVINYL CHLORIDE (PVC) WATER MAINS – C-900 OR C-905, PRESSURE CLASS 150 DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD DOOR DESIGNATION PE3408, PRESSURE CLASS 200, DIMENSION RATIO (DR) 17 (DIRECT BURY) (100) 11 IRON DIRECTIONAL BORING PIPE CLASS 200 (SMOOTH BORE) OR SMALLER PIPE SIZES AS SHALL BE USED IN LIEU OF APPROVED EQUAL.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE, SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. USE OF CONTINUATION TAPE ON THE PIPE SHALL NOT BE USED IN LIEU OF APPROVED PIPE AND SHALL ALSO PIPE SHALL EQUATE TO THE USE OF IDENTIFICATION TAPE AND THAN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN. CEMENT LINED AND PROTECTED WITH A POLYETHYLENE ENCASEMENT.
6. GATE VALVES SHALL BE RESILIENT SEAT, RENNEY RSN–SEAL, AMERICAN OR APPROVED EQUAL, VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE INSTALLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE COUNTY. TESTS IN GASES WHERE PAVED AREAS EXIST, WHEN THE JURISDICTION OF LOCAL OR STATE AGENCIES ARE INVOLVED SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. ALL PIPE 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 CONSTRUCTION.
10. A PRE–CONSTRUCTION CONFERENCE BETWEEN THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE HELD PRIOR TO COMMENCEMENT OF FPUA CONSTRUCTION.
11. TRAFFIC CONTROL DEVICES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. DISTURBED AREAS SHALL BE SODDED AS REQUIRED BY THE PERMITTING AGENCY AND CITY/COUNTY/FDOT ENGINEER AND APPROVED BY THE CITY ENGINEER.
13. ALL WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.
14. EXISTING UTILITIES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.

NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

2) MINIMUM TRENCH WIDTH SHALL BE HAND PLACED 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OR MAX. DENSITY AS DETERMINED BY AASHTO METHOD T–99.



TYPICAL TRENCH DETAIL
N.T.S.

FORT PIECE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF SPECIFICATIONS OF THE FORT PIECE UTILITIES AUTHORITY.
18. THE CONTRACTOR SHALL TAP EXISTING WATER MAINS AS SUPERVISED BY THE FORT PIECE UTILITIES AUTHORITY ONLY AFTER SATISFACTORY DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE LAID TO A MINIMUM DEPTH OF 36" FROM FINISHED GRADE TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIECE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES AS SHOWN FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN COMPANION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND APPLICABLE REGULATIONS SHALL BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH AWWA C-600.
22. ALL PIPES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600 – 7 HR MINIMUM TEST.
23. PRIOR TO TESTING, ALL NEW 6" IN DIA. LADDER SHALL HAVE A SAMA PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN THE JOINT OF NEW LINE END OF MAIN SHOULD BE CLOSED. TURNED UP AT 45¢ AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW–OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SCOURINLAY SHABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY 10 FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE SO THAT THE CROSSING SEGMENT OF PIPE AND MAIN ARE CENTERED SO THAT THE CROSSING MUST BE ARRANGED SO THAT NEITHER JOINT WITHIN 20 FEET OF THE WASTEWATER FACILITY. ALL JOINTS IN THE WATER MAIN SHALL BE DUCTILE IRON, PRESSURE CLASS 350 (MINIMUM) WITH PUSH ON RUBBER GASKET JOINTS. ALL PIPE SHALL BE CLASS 150, DR–18.
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 OR AT LEAST 6 INCHES OF CROSSING, AND SHALL BE MAINTAINED AT ALL CROSSINGS.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WATER DISTRIBUTION

FORT PIECE UTILITIES AUTHORITY
WASTEWATER CONSTRUCTION NOTES
PFUA STANDARDS

1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIECE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" IMPRESSED ON TAPE AND SHALL BE 4" WHITE IN COLOR.
3. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF SPECIFICATIONS OF THE FORT PIECE UTILITIES AUTHORITY.
4. WASTEWATER LINES SHALL BE ADVANTAGE IN OVERCROWDED IN ACCORDANCE WITH PFUA DESIGN AND CONSTRUCTION STANDARDS. THE CONSTRUCTION SHALL SUBMIT CERTIFICATIONS AS REQUIRED BY PFUA ENGINEERING AND CITY STANDARDS IN CASES WHERE PAVED AREAS EXIST, WHEN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T–99.
5. ALL MANHOLES SHALL HAVE SEWER MAIN GUARDED REGULATED AS REQUIRED BY PFUA ENGINEER.
6. MANHOLES SHALL BE CONSTRUCTED TO DIP IN THE TOP OF THE PIPE AND SHALL BE CONSTRUCTED SO THAT THE CROSSING SEGMENT OF PIPE AND MAIN ARE CENTERED SO THAT NEITHER JOINT WITHIN 20 FEET OF THE WASTEWATER FACILITY. ALL JOINTS IN THE WATER MAIN SHALL BE DUCTILE IRON, PRESSURE CLASS 350 (MINIMUM) WITH PUSH ON RUBBER GASKET JOINTS. ALL PIPE SHALL BE CLASS 150, DR–18.
7. MANHOLES SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.
8. A MINIMUM 10–FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN NEW AND EXISTING UTILITIES WHERE POSSIBLE.
9. A FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE COUNTY/FDOT SHALL BE MAINTAINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE PFUA/CITY/COUNTY/FDOT ENGINEER.
11. ALL TRANSPORTATION STANDARDS, ETC. SHALL BE AS ACCOMODATED IN THE DESIGN AND CONSTRUCTION OF PFUA FACILITIES AND SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.
12. CONTRACTOR SHALL NOTIFY FORT PIECE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY TAPE OR TRACER WIRE WITH LOCATION (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE PIPE WITH MINIMUM SEPARATION OF 12 INCHES. PIPE SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN SOLID COPPER TRACER WIRE WHICH SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH MINIMUM SEPARATION OF 12 INCHES. WIRE SHALL BE ACCESSIBLE AT ALL VALVES AND MANHOLES. WIRE SHALL BE TERMINATED IN ACCESSIBLE VALVE BOXES AT EACH END OF THE PIPE RUN. WIRE SHALL BE TERMINATED IN ACCESSIBLE VALVE BOXES AT EACH END OF THE PIPE RUN. WIRE SHALL BE TERMINATED IN ACCESSIBLE VALVE BOXES AT EACH END OF THE PIPE RUN.
17. ALL WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN SOLID COPPER TRACER WIRE WHICH SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH MINIMUM SEPARATION OF 12 INCHES. WIRE SHALL BE ACCESSIBLE AT ALL VALVES AND MANHOLES. WIRE SHALL BE TERMINATED IN ACCESSIBLE VALVE BOXES AT EACH END OF THE PIPE RUN. WIRE SHALL BE TERMINATED IN ACCESSIBLE VALVE BOXES AT EACH END OF THE PIPE RUN.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL BY MANUFACTURER BY TAPE OR TRACER WIRE.
19. ALL MANHOLES SHALL HAVE SEWER MAIN GUARDS REGULATED AS REQUIRED BY PFUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES
PFUA REQUIREMENTS

STANDARD SEPARATION STATEMENT
FOR WATER/SEWER CONFLICT

A MINIMUM 6'–0OD AND PREFERABLE 10'–0OD HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR PIPE AND CONCRETE RECLAIMED WATER AND BETWEEN MAINS AND GRAVITY–TYPE SANITARY SEWERS SHALL BE ENCOURAGED TO 3' FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10–FOOT HORIZONTAL SEPARATION THE WATER MAIN MUST BE LAID ON A SEPARATE TRENCH ON ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE LAID IN A SEPARATE TRENCH OR THE SEWER SHALL BE CONSTRUCTED OF DIP (SCCEPT STORM SEWER) WITH A MINIMUM HORIZONTAL DISTANCE OF 6 INCHES. ALWAYS ABOVE OR BELOW AT SUCH A LOCATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

3. ALL PIPE 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

FORT PIECE UTILITIES AUTHORITY
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 SUCH THAT THE TOP OF THE LOWER PIPE MEETS AT LEAST 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN AS AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

2. A MINIMUM OF 18 INCHES VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE LOWER PIPE (DIP) AND THE CROWN OF THE UPPER PIPE WHERE WATER MAIN CROSSES OVER SANITARY SEWERS, FORCE MAINS OR STORM SEWERS. THIS SHALL BE ACCOMPLISHED BY LAYING ONE FULL LENGTH OF WATER PIPE SUCH THAT BOTH JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE. THE WATER MAIN SHALL BE CONSTRUCTED OF DIP FOR A DISTANCE OF 6 INCHES ON EACH SIDE OF THE CROSSING. (DIP IS NOW REQUIRED FOR STORM SEWERS.) SYMPTONIC LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION BOTH WAYS FROM THE JOINTS OF THE SEWER TO THE NEAREST WATER MAIN JOINTS. ALL JOINTS IN THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT NEITHER JOINTS IN THE SEWER OR WATER MAIN ARE CENTERED UNDER EACH OTHER. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE ALL POSSIBLE SEPARATION. BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) WITH MECHANICAL JOINTS. ALL JOINTS IN THE WATER MAIN SHALL BE RESTRAINED FOR A DISTANCE OF 18 FEET EACH SIDE OF THE CROSSING. AT SUCH CROSSINGS A FULL LENGTH OF WATER PIPE SHALL BE CENTERED UNDER PART OF THE CROSSING SO THAT NEITHER JOINT IS CLOSER THAN 10 FEET TO THE CROSSING. THE WATER MAIN SHALL BE ARRANGED SO THAT BOTH JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE. ONE FULL LENGTH OF WATER PIPE SHALL BE CENTERED ON THE CROSSING SO THAT NEITHER JOINT IS CLOSER THAN 10 FEET TO THE CROSSING. AT LEAST SIX FEET FROM ALL JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN SEWER PIPE. THE CROSSING SHALL BE ARRANGED SO THAT AT LEAST ONE FULL LENGTH OF WATER PIPE IS CENTERED ON THE CROSSING. AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE. ONE COMPLETE LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. WHERE IT IS IMPOSSIBLE TO ARRANGE THE JOINTS AS SPECIFIED ABOVE, THE SEWER SHALL BE ENCASED IN CONCRETE FOR A DISTANCE OF 6 FEET EACH SIDE OF THE CROSSING.

4. A MINIMUM 6–FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY PIPE CONTAINING WASTEWATER OR RECLAIMED WATER AND ANY POTABLE WATER MAIN.

5. WHERE IT IS IMPOSSIBLE TO OBTAIN THE MINIMUM SEPARATION DISTANCE DESCRIBED ABOVE, BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

6. WHERE A WATER MAIN CROSSES UNDER A GRAVITY SEWER, FORCE MAIN OR RECLAIMED WATER MAIN, THE ENTIRE LENGTH OF PIPE SHALL BE CENTERED UNDER THE CROSSING SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

7. WHERE A WATER MAIN CROSSES OVER A GRAVITY SEWER, FORCE MAIN OR RECLAIMED WATER MAIN, THE ENTIRE LENGTH OF WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

8. WHERE WATER MAINS CROSS UNDER GRAVITY SEWERS, FORCE MAINS OR RECLAIMED WATER MAINS, STRUCTURAL SUPPORT FOR THE SEWER MAY BE REQUIRED AT THE DISCRETION OF THE UTILITY DIRECTOR.

9. A MINIMUM OF 12 INCHES VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND POTABLE WATER MAINS WHERE THE RECLAIMED WATER MAIN CROSSES UNDER A POTABLE WATER MAIN.

10. WHERE A RECLAIMED WATER MAIN CROSSES UNDER A POTABLE WATER MAIN, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED UNDER THE POTABLE WATER MAIN SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

11. WHERE A RECLAIMED WATER MAIN CROSSES OVER A POTABLE WATER MAIN, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

12. WHERE A RECLAIMED WATER MAIN CROSSES OVER A GRAVITY SEWER, FORCE MAIN OR STORM SEWER, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

13. WHERE A RECLAIMED WATER MAIN CROSSES UNDER A GRAVITY SEWER, FORCE MAIN OR STORM SEWER, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

14. WHERE A RECLAIMED WATER MAIN CROSSES OVER A GRAVITY SEWER, FORCE MAIN OR STORM SEWER, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

15. WHERE A RECLAIMED WATER MAIN CROSSES UNDER A GRAVITY SEWER, FORCE MAIN OR STORM SEWER, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

16. WHERE A RECLAIMED WATER MAIN CROSSES OVER A GRAVITY SEWER, FORCE MAIN OR STORM SEWER, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

17. WHERE A RECLAIMED WATER MAIN CROSSES UNDER A GRAVITY SEWER, FORCE MAIN OR STORM SEWER, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

18. WHERE A RECLAIMED WATER MAIN CROSSES OVER A GRAVITY SEWER, FORCE MAIN OR STORM SEWER, THE ENTIRE LENGTH OF RECLAIMED WATER MAIN SHALL BE CENTERED SO THAT THE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE.

STANDARD SEPARATION STATEMENT
FOR WATER/SEWER CONFLICT

FORT PIECE UTILITIES AUTHORITY
BACKFILLING REQUIREMENTS

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.

2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL BE CONSOLIDATED UNDER PIPE HAUNCHING AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.

3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE MATERIAL SHALL CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.

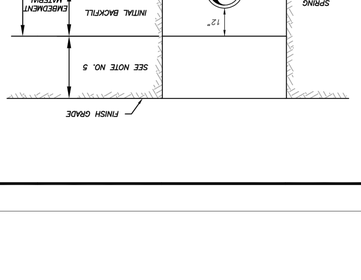
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY (AASHTO T–99)

5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX DENSITY AS PER AASHTO T–99, TO A POINT 30" BELOW PROPOSED PERFILE GRADE OR EXISTING GRADE THE TWO 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T–180.

6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.

7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

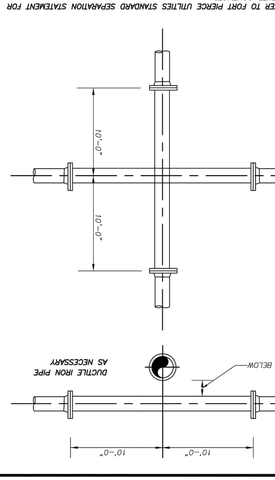
BACKFILLING REQUIREMENTS
N.T.S.



FORT PIECE UTILITIES AUTHORITY
UTILITY CROSSING DETAIL

NOTE:

PLEASE REFER TO FORT PIECE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.



UTILITY CROSSING DETAIL
N.T.S.

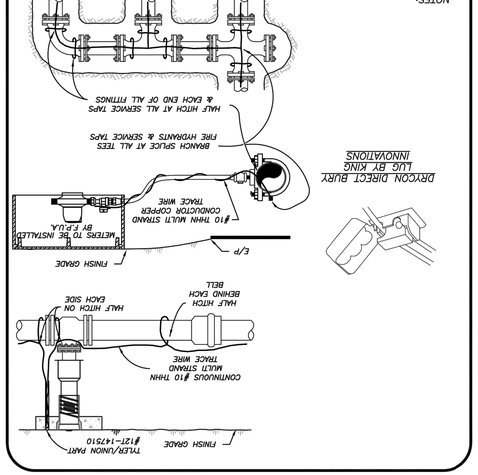
FORT PIECE UTILITIES AUTHORITY
TRACE WIRE DETAIL

NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER

2) INCLUDE ALL COST OF MATERIAL & LABOR IN BID FOR PIPE AND SHOWN IN STANDARD DETAILS.

3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.



ENGINEERING
THOMAS
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REV	DATE	COMMENT	BY
1	02-10-22	REV.-CITY COMMENTS	JAB

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CHECKED BY: EMM
DATE: 09/10/2021
CAD I.D.: FT21007P-C-11.0.DD

PROJECT:

FORT PIECE STORAGE FACILITY FORT PIECE, FL

FOR

FORT PIECE SELF STORAGE LLC

SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
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STATE OF FLORIDA
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FLORIDA BUSINESS CERT. OF AUTH. No. 27528

March 10, 2022

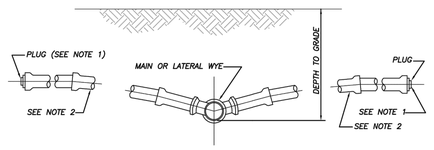
SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

C-11.0

OF

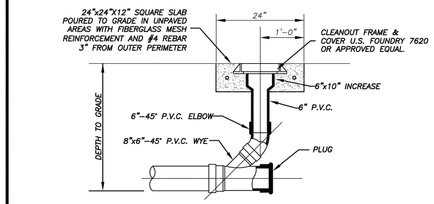


NOTES:

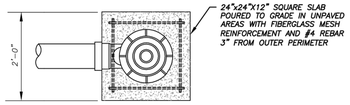
1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S-1 FOR SPECIFIC PROPERTY LAYOUT.

SERVICE CONNECTION
(N.T.S.)

SERVICE CONNECTION		S-2
WASTEWATER		
02-06 DATE:	REVISION:	BY: APPD:
DESIGNED: JJM	COMPUTER FILE # SEWER DETAL 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING
DRAWN BY: JJM	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466-1600
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1



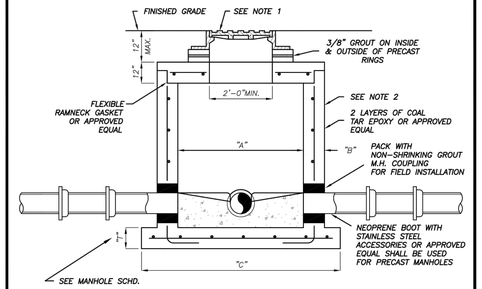
SECTION



PLAN

TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

TERMINAL CLEANOUT DETAIL		S-4B
WASTEWATER		
10-06 DATE:	REVISION: RBC BY:	APPD: WATER/WASTEWATER/GAS ENGINEERING
DESIGNED: JJM	COMPUTER FILE # SEWER DETAL 200602.DWG	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466-1600
DRAWN BY: JJM	SCALE: N.T.S.	
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 2 OF 3



PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"8"	76"	8"
30"-36"	5'-0"	"8"	88"	10"
42"-48"	6'-0"	"8"	100"	12"

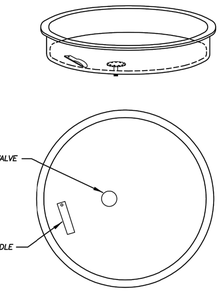
TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'-0"
(N.T.S.)

PRECAST MANHOLE DEPTH OF		S-6
LESS THAN 5'- 0"		
02-06 DATE:	REVISION:	BY: APPD:
DESIGNED: JJM	COMPUTER FILE # SEWER DETAL 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING
DRAWN BY: JJM	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466-1600
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1

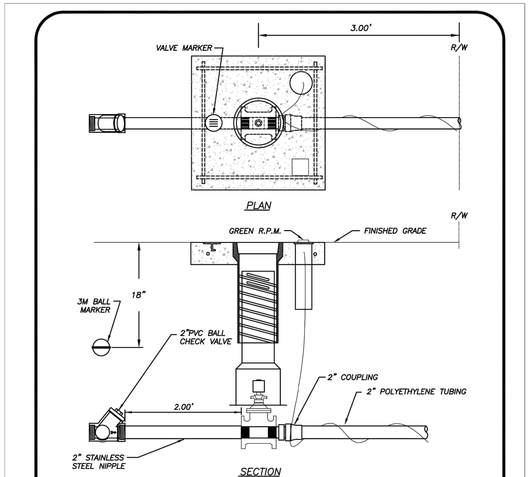


NOTES:

1) SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES WHERE GRAVITY MAINS ARE 12" OR LESS AND IN AREAS DESIGNATED BY ENGINEER TO BE IN A FLOOD AREA.
2) SEWER RAIN GUARDS SHALL BE MANUFACTURED BY PARSON ENVIRONMENTAL PRODUCTS, INC., PART # PMI-23S (PARSON MANHOLE INSERTS) WITH DOUBLE VALVING, OR APPROVED EQUAL.
3) RAINGUARDS MUST BE "SNUG" FIT.

RAINGUARD DETAIL
(N.T.S.)

RAINGUARD		S-11
DETAIL		
03-09 DATE:	REVISION:	SLA BY: JLC APPD:
DESIGNED: SLA	COMPUTER FILE # SEWER DETAL 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING
DRAWN BY: SLA	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466-1600
APPROVED: JLC	DATE: JANUARY 2009	SHEET 1 OF 1



SECTION

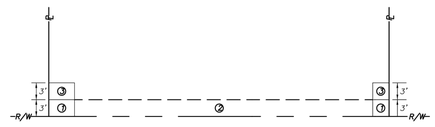
NOTES:

1. FORCE MAIN CONNECTION SHALL CONSIST OF A 2" TAPPING SADDLE, 2" STAINLESS STEEL NIPPLE AND 2" THREADED RESILIENT SEAT GATE VALVE
2. GREEN 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
3. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

GRINDER STATION CONNECTION		S-16
FPUA COMMUNITY PROUD FT. PIERCE UTILITIES AUTHORITY WATER, WASTEWATER & GAS SERVICES 1701 SOUTH 25TH STREET FT. PIERCE, FLORIDA 34947 772-466-1600		
03-09 DESIGN	REVISION:	SLL BY: JLC APPD:
DESIGNED: JLC	COMPUTER FILE #	WATER/WASTEWATER ENGINEERING
DRAWN BY: SLL	SCALE: N.T.S. SCALE	FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



① THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ① SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.

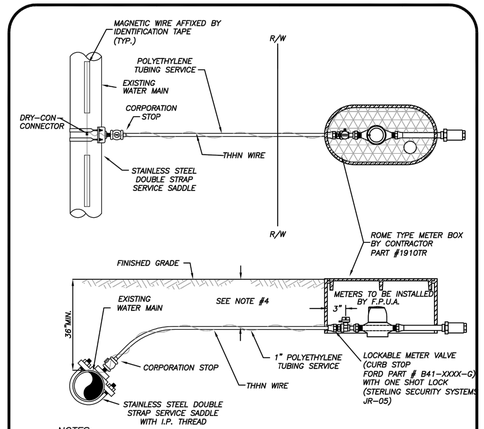
② IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② , OR ALONG THE PROPERTY LINES MARKED AREA ③.

NOTES:

1. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
2. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
3. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT
(N.T.S.)

WATER METER		W-1
PLACEMENT POLICY		
DATE:	REVISION:	BY: APPD:
DESIGNED: JJM	COMPUTER FILE # WATER DETAILS 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING
DRAWN BY: JJM	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466-1600
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1

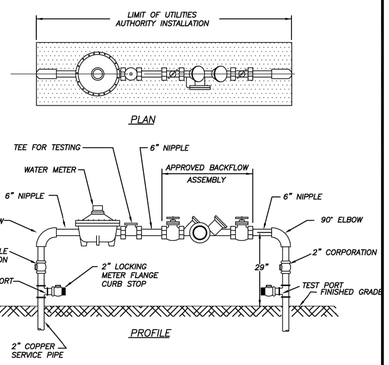


NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)

TYPICAL SINGLE WATER		W-2
SERVICE CONNECTION		
03-09 DATE:	REVISION:	BY: APPD:
DESIGNED: JJM	COMPUTER FILE # WATER DETAILS 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING
DRAWN BY: JJM	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466-1600
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1



NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

WATER METER/BACKFLOW PREVENTER		W-8
ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS)		
03-09 DESIGN	REVISION:	SLL BY: JLC APPD:
DESIGNED: JLC	COMPUTER FILE # WATER DETAILS 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING
DRAWN BY: SLL	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466-1600
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-7000
1502 W. FLETCHER AVE. SUITE 206 UNIT NO., 101 TAMPA, FL 33612 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 210 JUPITER, FL 33458 P: 561-203-7503

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REVISIONS

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1	02-10-22	REV - CITY COMMENTS	JMB

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PROJECT No.:	FT210079
DRAWN BY:	HR
CHECKED BY:	EMM
DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C-11.0 UD

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.com

EDWARD M. McDONALD LICENSE No. 71615 STATE OF FLORIDA PROFESSIONAL ENGINEER

EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

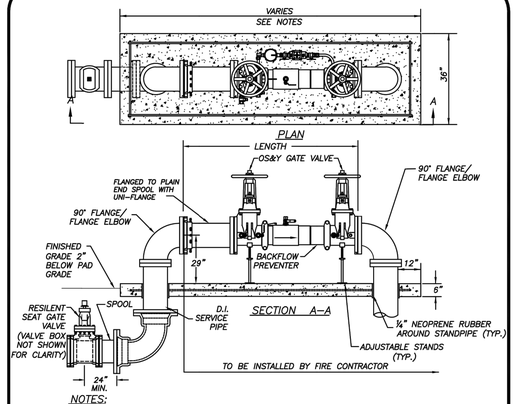
UTILITY DETAILS

SHEET NUMBER:

C-12.0

OF

Printed on Thursday, March 10, 2022, 2:03 PM by Julia Burroughs G:\2021\FT210079 - SPANISH TRAIL\PLAN SET 1 & DWG XREF\ PERMIT\DWG\ENGINEERING\FT210079-C-11.0 UD.dwg



NOTES:

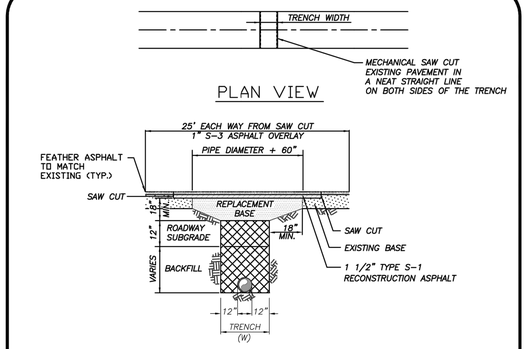
1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.
3. PRIOR TO POURING THE CONCRETE PAD, VERIFY THAT THE STANDPIPES ARE PLUMB, TRUE AND INSTALLED AT THE SAME ELEVATIONSIN THE PRESENCE OF AN FPUA INSPECTOR.
4. ALL CONCRETE SHALL HAVE FIBERGLASS MESH REINFORCEMENT WITH #4 REBAR 3" FROM THE OUTER PERIMETER.

SIZE	SERVICE	LENGTH
4	DOUBLE DETECTOR	53 INCHES
6	DOUBLE DETECTOR	62 INCHES
8	DOUBLE DETECTOR	69 INCHES
10	DOUBLE DETECTOR	76 INCHES

BACKFLOW PREVENTER ASSEMBLY–4"–10" FIRE SERVICE
(N.T.S.)

FPUA COMMUNITY PROUD
FT. PIERCE UTILITIES AUTHORITY
WATER/WASTEWATER/GAS ENGINEERING
1001 SOUTH 5TH STREET
FT. PIERCE, FLORIDA 34947
772-466-1600

BACKFLOW PREVENTER ASSEMBLY 4"–10" FIRE SERVICE			W–10
03–09	CONCRETE PAD	SLI.	JLC
DATE:	REVISION:	BY:	APPD:
DESIGNED: JLC	COMPUTER FILE # WATER DETAILS 200602.DWG	WATER/WASTEWATER ENGINEERING	
DRAWN BY: JLC	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1	



SECTION VIEW

LIMEROCK, SAND–CLAY, SHELL, ETC.
6" LAYERS, COMPACTED THICKNESS

DENSITY REQUIREMENTS:
98% UNDER ROADWAY
95% OUTSIDE TRAVELED ROADWAY
95% BENEATH SUBGRADE
METHOD AASHTO T–99

NOTE:

RESTORATIONS FOR LONGITUDINAL CUTS IN ARTERIAL STREETS SHALL INCLUDE FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT. ROADWAY CUTS AT INTERSECTIONS WILL INCLUDE OVERLAY PAVEMENT THROUGHOUT TURNOUTS. (PC AND PT)
REPLACEMENT BASE SHALL BE LIMEROCK OR COQUINA (LBR=100)
UNPAVED ROADWAYS SHALL OMIT ASPHALT RECONSTRUCTION/OVERLAY

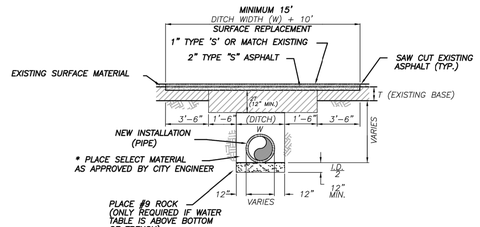
UTILITY ROAD CUT

PERMIT NO. _____

RESTORATION

PAGE _____

UTILITY PAVEMENT RESTORATION COUNTY REQUIREMENTS			R–2
DATE:	REVISION:	BY:	APPD:
DESIGNED: JJM	COMPUTER FILE # MISC. DETAILS 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING	
DRAWN BY: JJM	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466–1600	
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1	

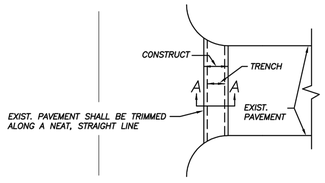


* INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T–99. UPPERMOST 12" TO BE COMPLETED TO 98% OF T–99.

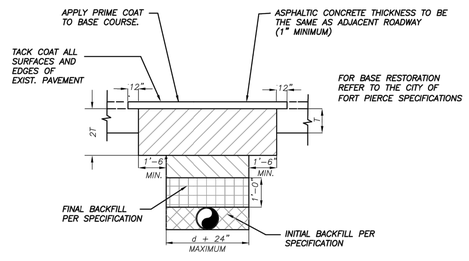
** LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T–99.

PAVEMENT RESTORATION DETAIL
N.T.S.

UTILITY PAVEMENT RESTORATION CITY REQUIREMENTS			R–3
03–09	SPECIFICATION	SLI.	JLC
DATE:	REVISION:	BY:	APPD:
DESIGNED: JJM	COMPUTER FILE # MISC. DETAILS 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING	
DRAWN BY: JJM	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466–1600	
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1	



PLAN



SECTION A–A
N.T.S.

PAVEMENT RESTORATION DETAIL

PAVEMENT RESTORATION			R–4
DATE:	REVISION:	BY:	APPD:
DESIGNED: JJM	COMPUTER FILE # MISC. DETAILS 200602.DWG	WATER/WASTEWATER/GAS ENGINEERING	
DRAWN BY: JJM	SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY 113 N. 2nd STREET FT. PIERCE, FLORIDA 34948 (772) 466–1600	
APPROVED: JLC	DATE: DECEMBER 2007	SHEET 1 OF 1	

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-1000
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PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
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TAMPA, FLORIDA 33612
Phone: (813) 379-4100
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EDWARD M. McDONALD LICENSE No. 71615 STATE OF FLORIDA PROFESSIONAL ENGINEER

EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

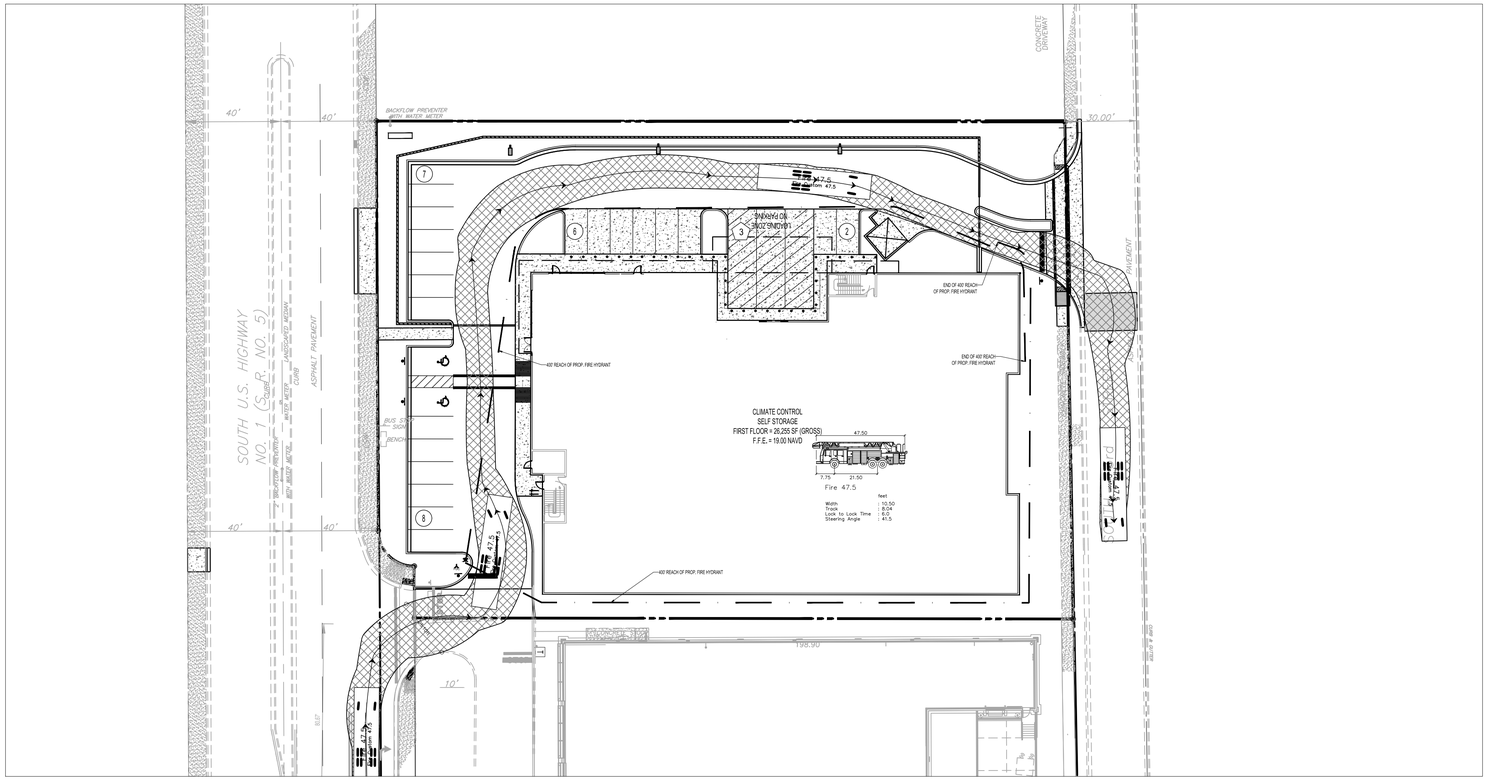
SHEET TITLE:

UTILITY DETAILS

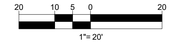
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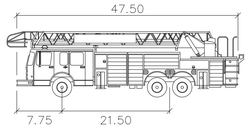
C-13.0

OF





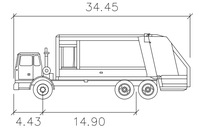




Fire 47.5

	feet
Width	: 10.50
Track	: 8.04
Lock to Lock Time	: 6.0
Steering Angle	: 41.5

400' REACH FROM FIRE HYDRANT



REFUSE COLLECTION

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 30.0

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE. FT. LAUDERDALE, FL 33309 P: 954-202-7000
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DRAWN BY:	HR
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DATE:	08/10/2021
SCALE:	AS NOTED
CAD I.D.:	FT210079-C-15.0 VMP

PROJECT:

FORT PIERCE STORAGE FACILITY FORT PIERCE, FL

FOR

FORT PIERCE SELF STORAGE LLC

SAINT LUCIE COUNTY

THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone: (813) 379-4100
Fax: (813) 379-4040
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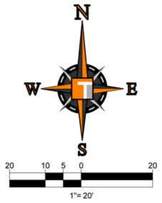
EDWARD M. McDONALD LICENSE No. 71615 STATE OF FLORIDA PROFESSIONAL ENGINEER

EDWARD M. McDONALD, P.E.
March 10, 2022
FLORIDA LICENSE No. 71615
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
VEHICLE MOVEMENT PLAN

SHEET NUMBER:
C-15.0
OF





ALL TREES AND PALMS PLANTED SHALL BE SECURELY GUYED, BRACED, AND/OR STAKED AT THE TIME OF PLANTING UNTIL ESTABLISHMENT. ALL STABILIZATION SYSTEMS SHALL BE CLEARLY MARKED (FLAGGING, PAINTED, ETC.) TO PREVENT HAZARDS.

ALL MECHANICAL EQUIPMENT, BACKFLOW PREVENTERS, DUMPSTER ENCLOSURES, A/C UNITS, ETC., SHALL BE SCREENED IN ADDITION TO THE MINIMUM LANDSCAPE REQUIREMENTS.

ALL EXISTING INVASIVE & EXOTIC SPECIES, SHRUBS, & GROUNDCOVER NOT SHOWN ON THIS PLAN SHALL BE REMOVED FROM SITE

ANY PERVIOUS AREA TO REMAIN THAT IS DISTURBED BY CONSTRUCTION & IS NOT NOTED ON THE LANDSCAPE PLAN TO HAVE SHRUBS OR GROUNDCOVER SHALL BE SODDED

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	CS	2	Orange Geigar Tree	Cordia sebestena	B & B	2.5" DBH	12` Ht	5`	Yes	High	5` CT
	IC	11	Dahoon Holly	Ilex cassine	B & B	4" DBH	16` Ht	5-6`	Yes	High	5` CT
	LI	18	Crape Myrtle	Lagerstroemia indica `Tuskegee`	B & B	10" DBH	16` Ht	6-8`	No	High	5` CT; multi-trunk 5 trunks @ 2" dbh
	QV	3	Southern Live Oak	Quercus virginiana	B & B	6" dbh	18`-20` Ht	7-8`	Yes	High	5.5` CT
PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	SP	12	Cabbage Palmetto	Sabal palmetto	B & B		18-22` oa	10`	Yes	High	
	TR	6	Florida Thatch Palm	Thrinax radiata	B & B		10` oa		Yes	High	6` ct
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	CER	214	Buttonwood	Conocarpus erectus	NA	30"	36"	24-30"	Yes	High	
	CES	235	Silver Button Wood	Conocarpus erectus sericeus	NA	24"	36"	24"	Yes	High	full to base
	IAH	3	East Palatka Holly	Ilex attenuata	NA	30"	48"	30"	Yes	High	Full to base; Pyramidal
SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	CHR	85	Red Tip Cocoplum	Chrysobalanus icaco `Red Tip`	n/a	24"	18"	18"	Yes	High	Full to base
	FIM	305	Green Island Ficus	Ficus microcarpa	n/a	16"	16"	20"	No	Medium	Full
	MUH	143	Pink Muhly Grass	Muhlenbergia capillaris	n/a	18"	14-16"	14-16"	Yes	High	
GROUND COVERS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	BFS	160	Bush Seaside Tansy	Borrichia frutescens	n/a	16"	16"-18"	18"	Yes	High	

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6300 NW 31ST AVE. FT. LAUDERDALE, FL 33309 P: 954-202-7000
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PROJECT No.: FJ210016
DRAWN BY: JMG
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DATE:
CAD I.D.: FJ210016 LANDSCAPE PLAN

PROJECT:

FORT PIERCE STORAGE FACILITY

FOR

LG FT PIERCE

FORT PIERCE
FLORIDA

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MICHAEL D. GROSSWIRTH
LA 6666871
REGISTERED LANDSCAPE ARCHITECT
March 3, 2022
FLORIDA REGISTRATION No. LA6666871
FLORIDA BUSINESS CERTIFICATE No. 27528

SHEET TITLE:

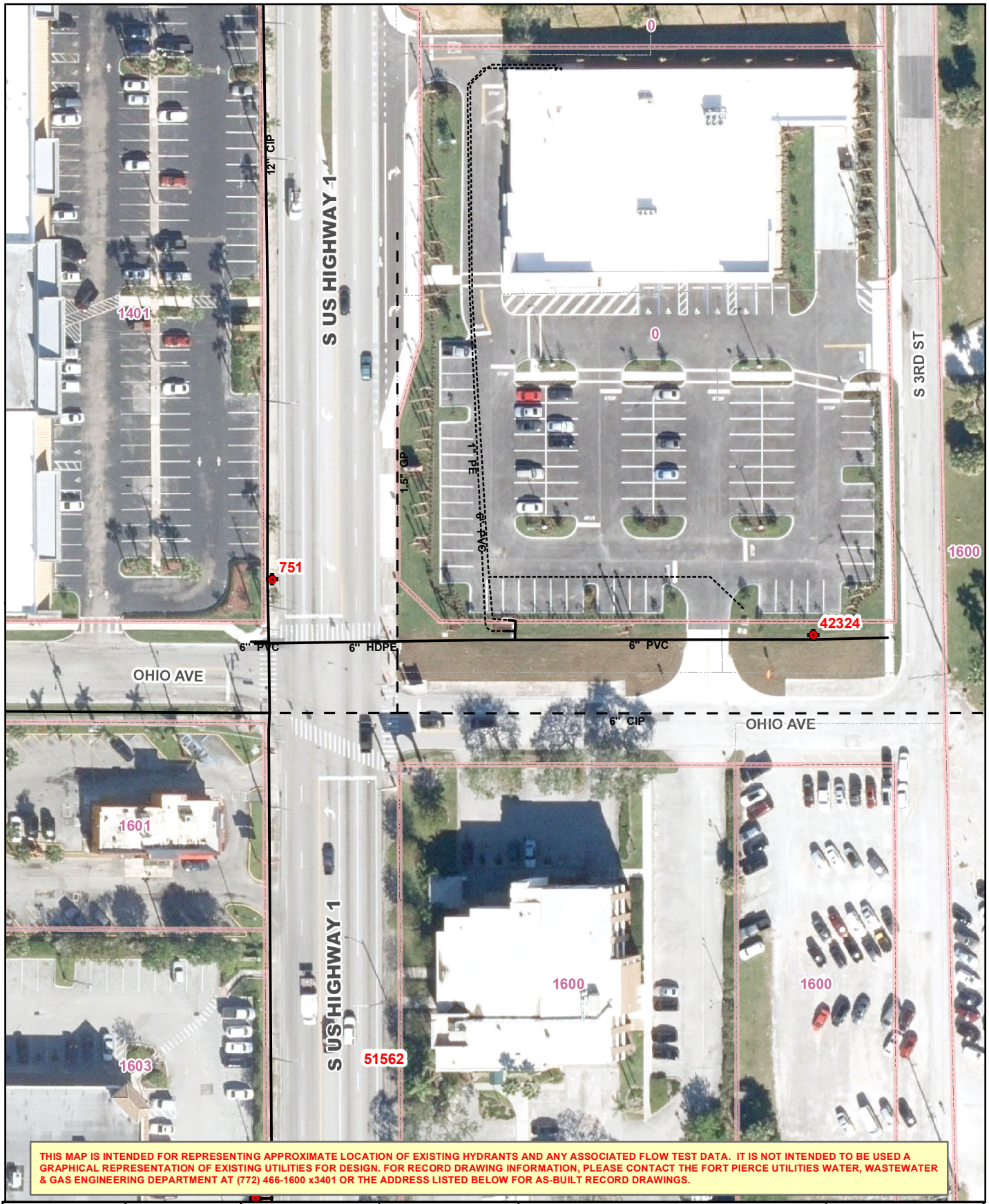
LANDSCAPE PLAN

SHEET NUMBER:

L-2.0A

Printed on Wednesday, March 09, 2022, 8:03 AM by Laura Reguera

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THIS MAP IS INTENDED FOR REPRESENTING APPROXIMATE LOCATION OF EXISTING HYDRANTS AND ANY ASSOCIATED FLOW TEST DATA. IT IS NOT INTENDED TO BE USED A GRAPHICAL REPRESENTATION OF EXISTING UTILITIES FOR DESIGN. FOR RECORD DRAWING INFORMATION, PLEASE CONTACT THE FORT PIERCE UTILITIES WATER, WASTEWATER & GAS ENGINEERING DEPARTMENT AT (772) 466-1600 x3401 OR THE ADDRESS LISTED BELOW FOR AS-BUILT RECORD DRAWINGS.

Test Date:	Flow Hydrant No.	Pressure Hydrant No. 1	Pressure Hydrant No. 2
10/27/2021	H-751	H-42324	H-*
Test Time:	**Pitot Gauge**	**Static Pressure / Residual Pressure**	**Static Pressure / Residual Pressure**
9:45	GPM - 920	75 / 70	N/A / N/A
Repump No. / Repump Status	PSI - 30	**Calculated Flow at 20 PSI (Gallons per Minute)**	**Calculated Flow at 20 PSI (Gallons per Minute)**
1 na	Flow Gauge is for 2 1/2 Butt	3358	N/A
2 na			

Legend

- Flow Test Hydrants
- Completed Flow Hydrant Test
- Fire Hydrants

Watermains

- Active
- Abandoned
- Private

FPUA COMMUNITY PROUD

Fort Pierce Utilities Authority
Water/Wastewater/Gas Engineering
113 North 2nd Street (34950)
P.O. Box 3191
Fort Pierce, FLorida 34948-3191

N W E S

0 40 80

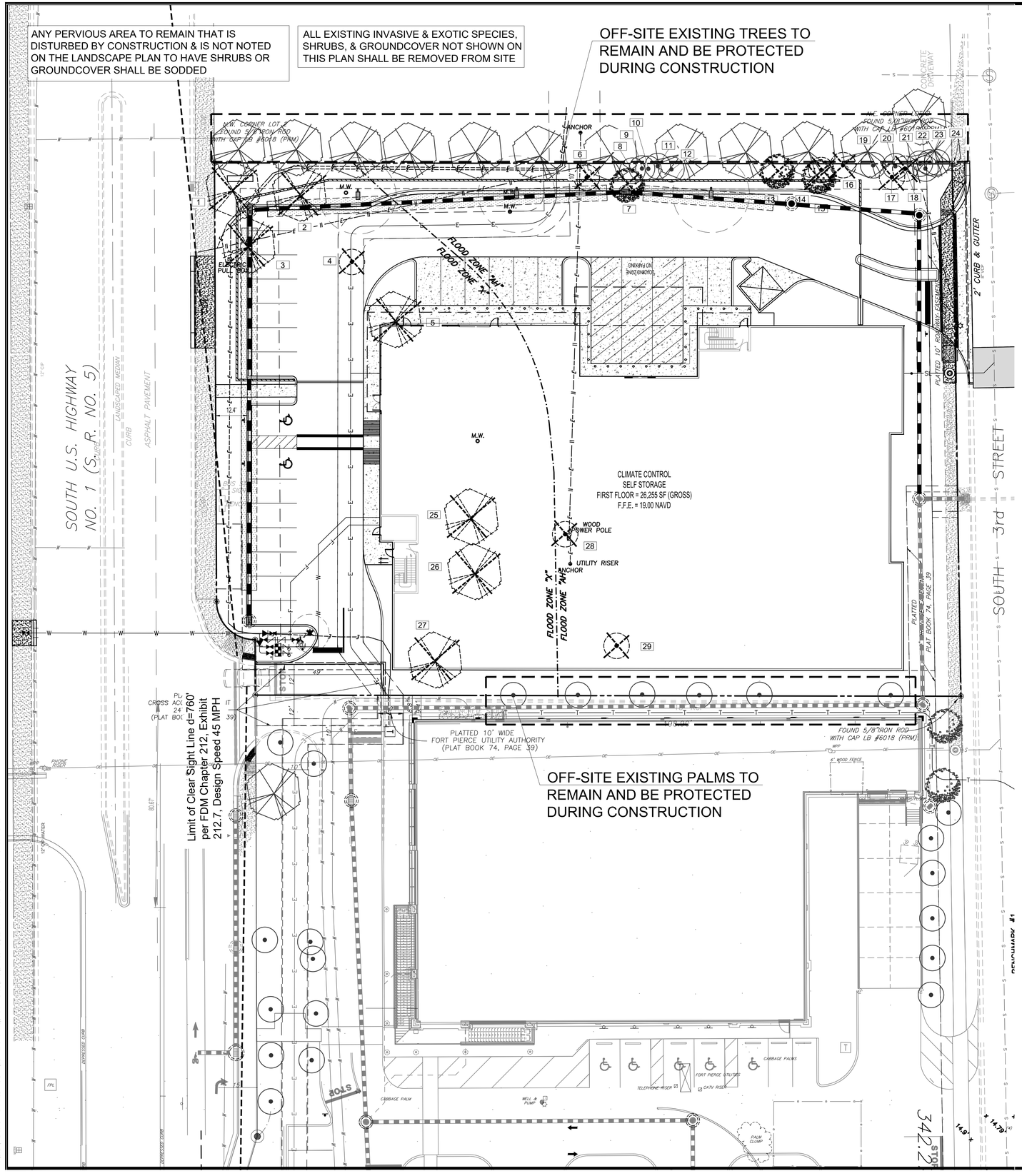
Feet

Fire Hydrant Flow Test Map

ANY PERVIOUS AREA TO REMAIN THAT IS DISTURBED BY CONSTRUCTION & IS NOT NOTED ON THE LANDSCAPE PLAN TO HAVE SHRUBS OR GROUNDCOVER SHALL BE SODDED

ALL EXISTING INVASIVE & EXOTIC SPECIES, SHRUBS, & GROUNDCOVER NOT SHOWN ON THIS PLAN SHALL BE REMOVED FROM SITE

OFF-SITE EXISTING TREES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION



OFF-SITE EXISTING PALMS TO REMAIN AND BE PROTECTED DURING CONSTRUCTION

EXISTING TREE DISPOSITION CHART

STORAGE FACILITY - FT. PIERCE, FL

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH	HT.	CONDITION	DISPOSITION	COMMENTS	PROTECTED
1	Quercus virginiana	Live Oak	34.5	45'	poor	remove	incl. bark at major limb connection; large cavity ar major branch connection	NO
2	Swietnia mahoganii	West Indies Mahogany	35.5	40'	poor	remove	16"/14"/5.5" multi-trunk; cavity at major branch commection; incl. bark; poor structure; splitting bark	NO
3	Swietnia mahoganii	West Indies Mahogany	26.5	40'	poor	remove	5.5"/4"/9.5"/7.5", multi-trunk; incl bark at major branch connection; poor structure; tip die-back	NO
4	Sabal palmetto	Cabbage Palm		18' ct	poor	remove		YES
5	Quercus virginiana	Live Oak	27	35'	poor	remove	heavy lean; incl bark; broken limbs in upper canopy; signs of internal rot, weak branch connectins; up-lifting of grade on opposite sied of lean	NO
6	Sabal palmetto	Cabbage Palm		12' ct	Fair	remove		YES
7	Schinus terebinthifolia	Brazilian Pepper			poor	remove	invasive exotic	NO
8	Sabal palmetto	Cabbage Palm		18' ct	Fair	REMAIN		YES
9	Sabal palmetto	Cabbage Palm		16' ct	Fair	REMAIN		YES
10	Sabal palmetto	Cabbage Palm		18' ct	Fair	REMAIN		YES
11	Sabal palmetto	Cabbage Palm		18' ct	Fair	REMAIN		YES
12	Sabal palmetto	Cabbage Palm		12' ct	Fair	REMAIN		YES
13	Schinus terebinthifolia	Brazilian Pepper			poor	remove	invasive exotic	NO
14	Schinus terebinthifolia	Brazilian Pepper			poor	remove	invasive exotic	NO
15	Sabal palmetto	Cabbage Palm			dead	remove		NO
16	Sabal palmetto	Cabbage Palm		12' ct	poor	remove	schefflera wrapped around trunk	YES
17	Sabal palmetto	Cabbage Palm		16' ct	poor	remove	brazilian pepper growing out of base	YES
18	Sabal palmetto	Cabbage Palm		18' ct	poor	remove	encased in stragler fig	YES
19	Sabal palmetto	Cabbage Palm		18' ct	Fair	REMAIN		YES
20	Sabal palmetto	Cabbage Palm		18' ct	poor	REMAIN		YES
21	Sabal palmetto	Cabbage Palm		12' ct	Fair	REMAIN		YES
22	Sabal palmetto	Cabbage Palm		15' ct	Fair	REMAIN		YES
23	Sabal palmetto	Cabbage Palm		15' ct	Fair	REMAIN		YES
24	Sabal palmetto	Cabbage Palm		12' ct	Fair	REMAIN		YES
25	Swietnia mahoganii	West Indies Mahogany	45.5	45.0	poor	remove	10"/13"/7.5"/15" multi-trunk; broken limbs in upper canopy; signes of internal rot; incl bark; insects; brazilian pepper growing at base	NO
26	Quercus virginiana	Live Oak	30	45.0	Fair	remove	broken limbs; sparse canopy	NO
27	Quercus virginiana	Live Oak	15.5	25.0	poor	remove	major trunk/limb damage; rot; hazard tree	NO
28	Sabal palmettop-	Cabbage Palm		2' ct	poor	remove		NO
29	Sabal palmetto	Cabbage Palm		20' ct	Fair	remove		YES

TOTAL DBH ON SITE:	215
TOTAL DBH TO REMAIN:	0.0
TOTAL DBH TO BE REMOVED:	199
TOTAL QUALIFIED PALMS TO BE REMOVED, REPLACED @ 1:1 :	7
TOTAL QUALIFIED PALMS TO BE RELOCATED :	0

NOTE: NATIVE TREES WITH A DBH OF 14" OR GREATER ARE REQUIRED TO BE MITIGATED @ INCH/INCH; ONLY PALMS WITH A MIN. 10' OF CLEAR TRUNK ARE PROTECTED PER SEC. 22-194.(B); FURTHERMORE, PROTECTED/RELOCATED PALMS WILL COUNT TOWARDS ANY REQUIRED PALM TREE MITIGATION AT A RATE OF ONE PALM PRESERVED/PROTECTED = ONE PALM REMOVED PER SEC. 22-194.(D).2

EXISTING TREE NOTES:

1. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.

2. Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4770 Two Full Business Days prior to digging for underground utility locations.

3. Contractor shall be responsible for providing final grading of all associated planting areas.

4. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.

5. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.

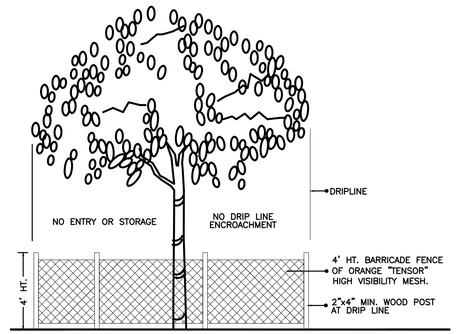
6. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

7. Root-prune all trees a minimum of (8) weeks prior to planting.

8. Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.

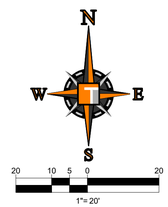
9. In all pedestrian areas, all trees and palms shall be maintained to allow for clear passage at an 8 foot clear trunk.

THIS PLAN WAS PREPARED BY ISA CERTIFIED ARBORIST, MICHAEL GROSSWIRTH, FL-9157A, AND SHALL SERVE AS THE ARBORIST'S REPORT FRO THIS PROJECT.



TREE PRESERVATION BARRICADE FENCING DETAIL

N.T.S.



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MICHAEL D. GROSSWIRTH
LA 6666871
STATE REGISTERED LANDSCAPE ARCHITECT
March 8, 2022
FLORIDA REGISTRATION No. 6666871
FLORIDA BUSINESS LICENSE No. 27528

SHEET TITLE:

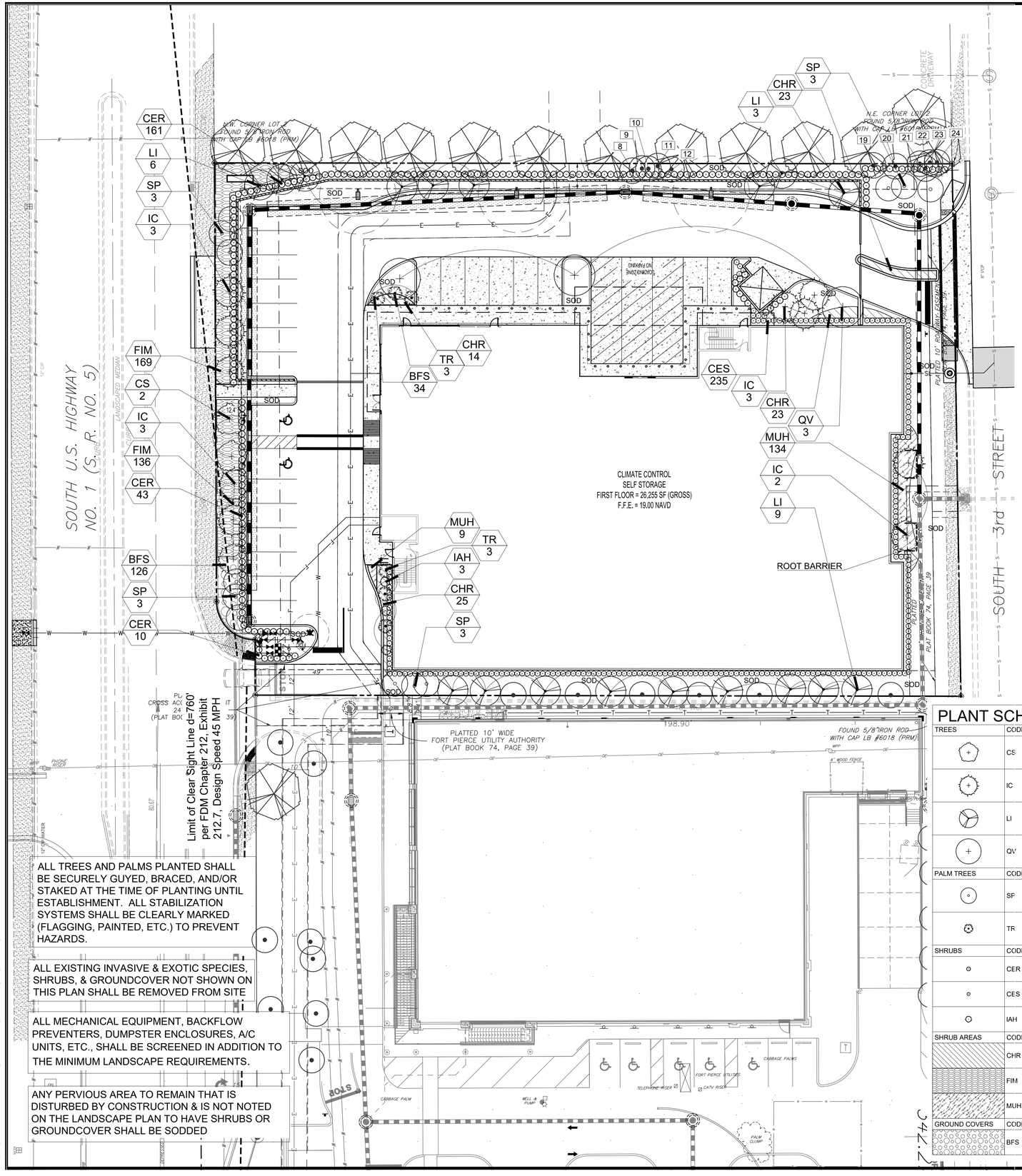
DISPOSITION PLAN

SHEET NUMBER:

L-1.0

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ALL TREES AND PALMS PLANTED SHALL BE SECURELY GUYED, BRACED, AND/OR STAKED AT THE TIME OF PLANTING UNTIL ESTABLISHMENT. ALL STABILIZATION SYSTEMS SHALL BE CLEARLY MARKED (FLAGGING, PAINTED, ETC.) TO PREVENT HAZARDS.

ALL EXISTING INVASIVE & EXOTIC SPECIES, SHRUBS, & GROUNDCOVER NOT SHOWN ON THIS PLAN SHALL BE REMOVED FROM SITE

ALL MECHANICAL EQUIPMENT, BACKFLOW PREVENTERS, DUMPSTER ENCLOSURES, A/C UNITS, ETC., SHALL BE SCREENED IN ADDITION TO THE MINIMUM LANDSCAPE REQUIREMENTS.

ANY PERVIOUS AREA TO REMAIN THAT IS DISTURBED BY CONSTRUCTION & IS NOT NOTED ON THE LANDSCAPE PLAN TO HAVE SHRUBS OR GROUNDCOVER SHALL BE SODDED

LANDSCAPE CODE COMPLIANCE CHART

FORT PIERCE - CODE OF ORDINANCES; CH. 22; ART XII

STORAGE FACILITY

TOTAL SITE AREA: 60,039 sq.ft. (1.38 AC) ZONING: C-3 GENERAL COMMERCIAL
TOTAL VUA: 17,658.48 sq.ft.
TOTAL LANDSCAPE AREA: 12,060 sq.ft. (0.28 AC) (20.1%)

SEC. 123-37 - GENERAL LANDSCAPE REQUIREMENTS

1 - Requirements for Plant Materials
Trees: Minimum 12' height x 5' width, 5' clear trunk, 2.5" dbh
Palms: 3 Palms = 1 Tree (50% MAX)
Shrubs: Min. 24" height at time of Installation

4 - Landscape Strips

Between Street R/O/W and VUA Use, Building and/or Retention Areas		REQUIRED	PROVIDED
10' width minimum Landscape Strip		10'	10'
1 Tree/300 sq.ft. (400.99 lf x 10' = 4,009.9 sq.ft.)		14 TREES	14 TREES
36" ht. Continuous Visual Screen			
6 - Vehicular Use, Building, Retention/Detention Areas Adjacent to Other Property			
10' width minimum Landscape Strip			
1 Tree/200 sq.ft. (XX lf x 10' = XX sq.ft.)	N/A - OUTPARCEL	N/A	N/A
6' Continuous Visual Screen			
7 - Interior Vehicular Use Areas			
1 sq.ft. of Interior Landscape Area/15 sq.ft. of VUA		1,177.23 sf	1,177.23 sf
1 Tree/100 sq.ft. of Required Interior Landscape Area		12 TREES	12 TREES
	TOTAL	26 TREES	26 TREES

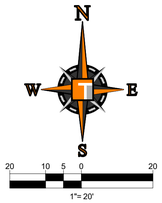
SEC 123-66 - TREE PROTECTION AND MITIGATION

(d)(2) *Native Trees with a DBH of 14" or greater Shall be Mitigated Inch:Inch*	**199" Removed**
Trees Preserved on-site, which exceed minimum code, count towards mitigation	**0" Preserved**
Deficit Inches:	**199"**
Planted Trees in Excess of Code Count at 50% towards mitigation:	
Trees Over Code Minimum:	**7.5 Credits**
Total DBH over Code Minimum:	**58.5"**
Total Mitigation Required:	**141.5"**

When property is not suitable for on-site mitigation, the applicant's plan may, with city approval, provide for use of a site on city public lands providing that the applicant furnishes all necessary services incident to such mitigaiton on public property, including, but not limited to, funding plants material and labor. Any contributions shall be placed at the City of Fort Pierce Tree Preservation Funds.

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
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	TR	6	Florida Thatch Palm	Thrinax radiata	B & B		10` oa		Yes	High	6` ct
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FOR

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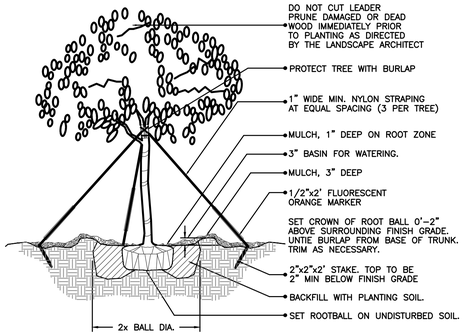
LANDSCAPE PLAN

SHEET NUMBER:

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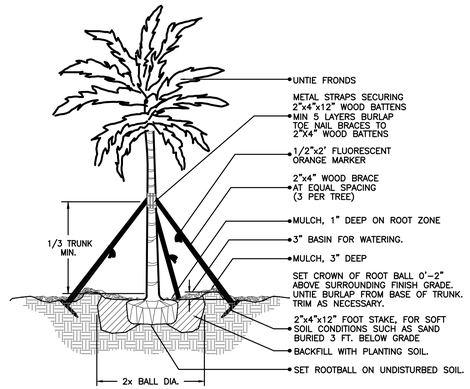
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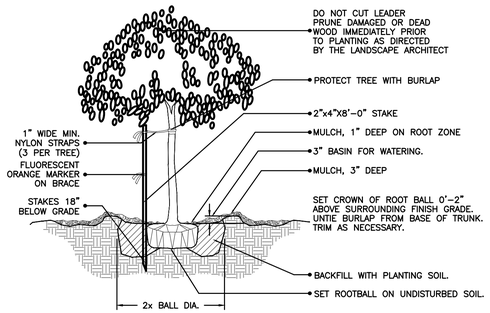
(2" cal. and over)
LARGE TREE PLANTING DETAIL

N.T.S.



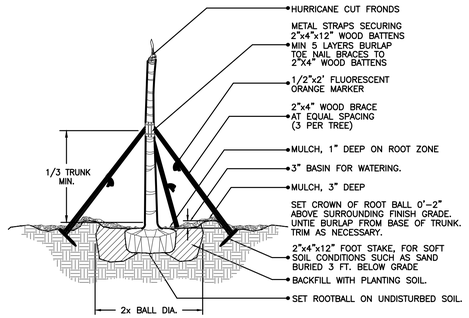
LARGE PALM PLANTING DETAIL

N.T.S.



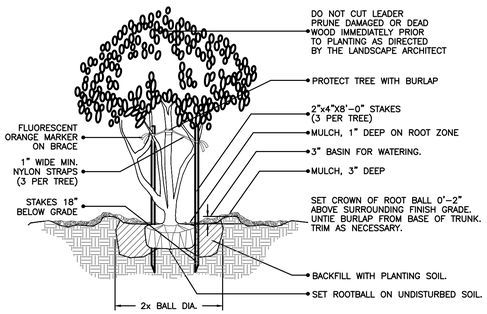
(2" cal. and under)
SMALL TREE PLANTING DETAIL

N.T.S.



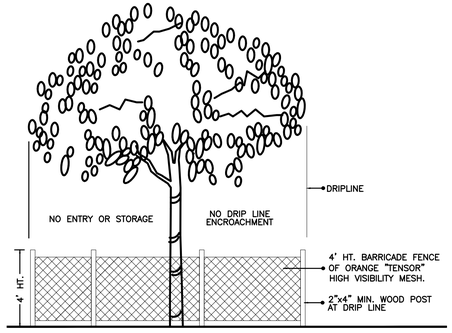
CIGARED SABAL PALM PLANTING DETAIL

N.T.S.



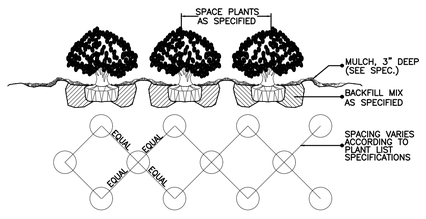
MULTI- TRUNK AND SMALL TREE (2" cal. and under) PLANTING DETAIL

N.T.S.



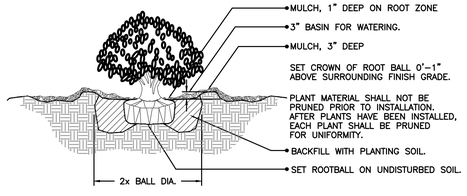
TREE PRESERVATION BARRICADE FENCING DETAIL

N.T.S.



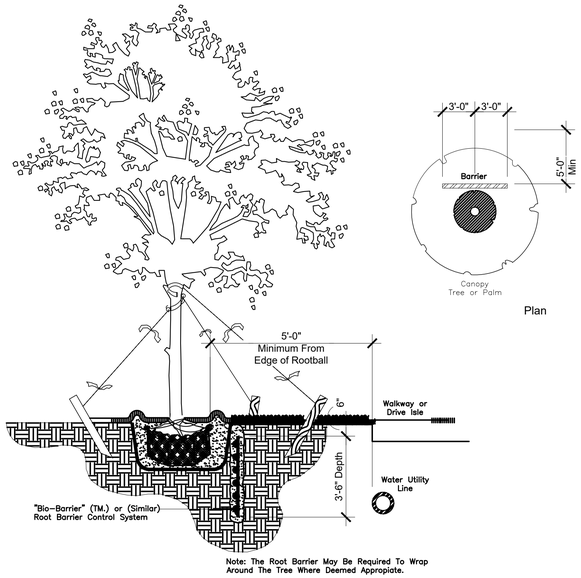
SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL

N.T.S.



SHRUB PLANTING DETAIL

N.T.S.



TYPICAL ROOT BARRIER APPLICATION DETAIL

Section

"Bio-Barrier" Is Manufactured By:
"Reemay, Inc." - 70 Old Hickory Blvd. - P.O.Box 511
Old Hickory, TN 37138 - Phone: 1-800-25-ROOTS

Applicable Use of Root Barriers:

If a Canopy Tree and/ or Palm Is To Be Installed Within Less Than (10') Ten Feet Separation From A Water Main (or Service) and/ or Sewer Main (or Service). The Landscape Contractor Shall Install a Root Barrier Parallel To The Utility As Required and as per This Detail. The Contractor Shall Maintain A (5') Five Feet Minimum Horizontal Distance From Outside Edge of Rootball To The Utility or any Paved or Concrete Surface.

The Landscape Contractor Shall Verify The Existing Locations of The Applicable Water Utilities, In The Field, Prior To Any Tree Installations Requiring A Root Barrier.

Suggested Installation Method:

Dig A Vertical Trench Between The Root Source of The Tree and The Surface and/ or Utility Line To Be Protected. The Trench Must Be At Least 6'-0" In Length (Centered On Tree) and Must Be at Least 4'-0" In Depth Parallel To The Applicable Surface, Service and/ or Utility. Note: For New Tree installations, Trench May Be Dug At The Same Time as The Hole For The Applicable Tree and/ or Palm.

Using Impervious Gloves, Roll Out "Bio-Barrier" and Trim To Fit The Specific Application. Insert The Barrier Vertically Into The Trench, With The Top Edge of The Barrier (6") Six Inches Below The Soil Surface.

Tamp Backfill Firmly Into Trench With 'Bio-Barrier" Contained, Eliminating Air Pockets or Soil Voids Accordingly. Dissolve The Coating and Activate The Product By Saturating The Backfill and 'Bio-Barrier" With Water. After Completed, Smooth The Soil Surface To Finish Grade, Allowing Excess Material For Soil Setting.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVE. FT. LAUDERDALE, FL 33309 P: 954-202-1000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503
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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.:	FJ210016
DRAWN BY:	JMG
CHECKED BY:	JMG
DATE:	
CAD I.D.:	FJ210016 LANDSCAPE PLAN

PROJECT:

FORT PIERCE STORAGE FACILITY

FOR

LG FT PIERCE

FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
PEPWORTH PROFESSIONAL PLAZA
125 W. INDIANTOWN RD. SUITE 206
PH: (561) 203-7503
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MICHAEL D. GROSSWIRTH
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STATE
REGISTERED LANDSCAPE ARCHITECT
March 8, 2022
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

LANDSCAPE DETAILS

SHEET NUMBER:

L-2.1

Printed on Tuesday, March 08, 2022, 2:31 PM by Michael Grosswirth, C:\ENG\LANDSCAPE\FJ210016 LANDSCAPE PLAN-------3\LAYOUT, L-2.1

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2019-06-24

LANDSCAPE GENERAL NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.
MATERIALS SAMPLE SUBMITTALS
MULCH ONE (1) CUBIC FOOT
TOPSOIL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDIE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA NO. 1 AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FANCY DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL – BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH PRELIMINARY APPROVAL SHALL NOT SUPERSEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D) AMENDED PLANTING SOIL: PLANTING SOIL FOR USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TOPSOIL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL–DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN – MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER

1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.
FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:
1. SHRUBS AND TREES – MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS – OSMOCOTE/SIERRA BLEND 14 – 14 – 14
3. SOD – 8 – 8 – 8
IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24 – 10 – 5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2-3" FROM THE STEM OF ALL GROUNDCOVERS & 3-6" FROM THE TRUNK OF ALL TREES & PALMS.

3. MULCH SHALL BE GRADE 'B' SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINE BARK SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS BY "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION, OF ALL PALMS SUBJECTED TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ONSITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB-BASES.

I. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL – ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE PLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GOWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND LA OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE; SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES (IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STAND SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNEE.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE VEGETATION 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 UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED PLANTING SOIL DEPTH – UNLESS OTHERWISE SPECIFIED BY JURISDICATIONAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNEE FOR RESOLUTION.
CONTRACTOR IS TO ENSURE THAT ALL COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED & A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".

5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:
ALL TREES AND TALL SHRUBS (INDICATED AS 'SHRUBS' & 'SHRUBS AREAS' ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL; MINIMUM TOPSOIL SHALL BE 6" FOR LOW SHRUBS/GROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.
THE MINIMUM TOPSOIL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 10"-18", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAN IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TOPSOIL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.
PURSUANT TO THE ABOVE, THE TOTAL MINIMUM DEPTH OF VIABLE NON-LIMEROCK PLANTING SOIL, INCLUDING EXISTING VIABLE UNDISTURBED/OR STOCKPILED SOIL (IF PRESENT), REQUIRED TO BE PROVIDED ABOVE ANY LIMESTONE/LIMEROCK SUBGRADE CONDITION SHALL BE 12" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SOD AREAS; 16" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR GROUNDCOVERS; 24" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SHRUBS/SHRUB AREAS; AND 30" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR TREE PITS. DESIGNATION OF 'TREES,' 'SHRUBS'/'SHRUB AREAS,' AND 'GROUNDCOVERS' SHALL BE CONSISTENT WITH THE LABELING OF PLANT MATERIALS SHOWN ON THE LANDSCAPE PLAN'S PLANT SCHEDULE, WITH THE EXCEPTION OF COMMON TURFGRASSES WHICH MAY BE INDICATED AS 'GROUNDCOVERS.' NONE OF THE ABOVE MINIMUMS SHALL PRECLUDE THE CONTRACTOR FROM EXCAVATING & PROVIDING SOIL IN ACCORDANCE WITH NOTE N.4 OR N.9. IMPORTED PLANTING SOIL SHALL BE IN ACCORDANCE WITH NOTE D.2.D.
IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE & TAKE REASONABLE MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.

6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

8. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK 280.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:
- TWO (2) TABLETS PER 1 GAL. PLANT
- THREE (3) TABLETS PER 3 GAL. PLANT
- FOUR (4) TABLETS PER 10 GAL. PLANT
LARGER MATERIAL
-TWO (2) TABLETS PER HALF INCH (1/2") OF TRUNK CALIPER

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM (FOR SHRUBS AND GROUNDCOVER) OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, TURNING SOIL IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORTIE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND VINE BED AND TREE PIT (FOR TREES AND PALMS, MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHERWISE REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING

STENOTAPHRUM SECUNDATUM, V. 'FLORITAM' UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOLID SOD).
1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING:
COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION BELOW.

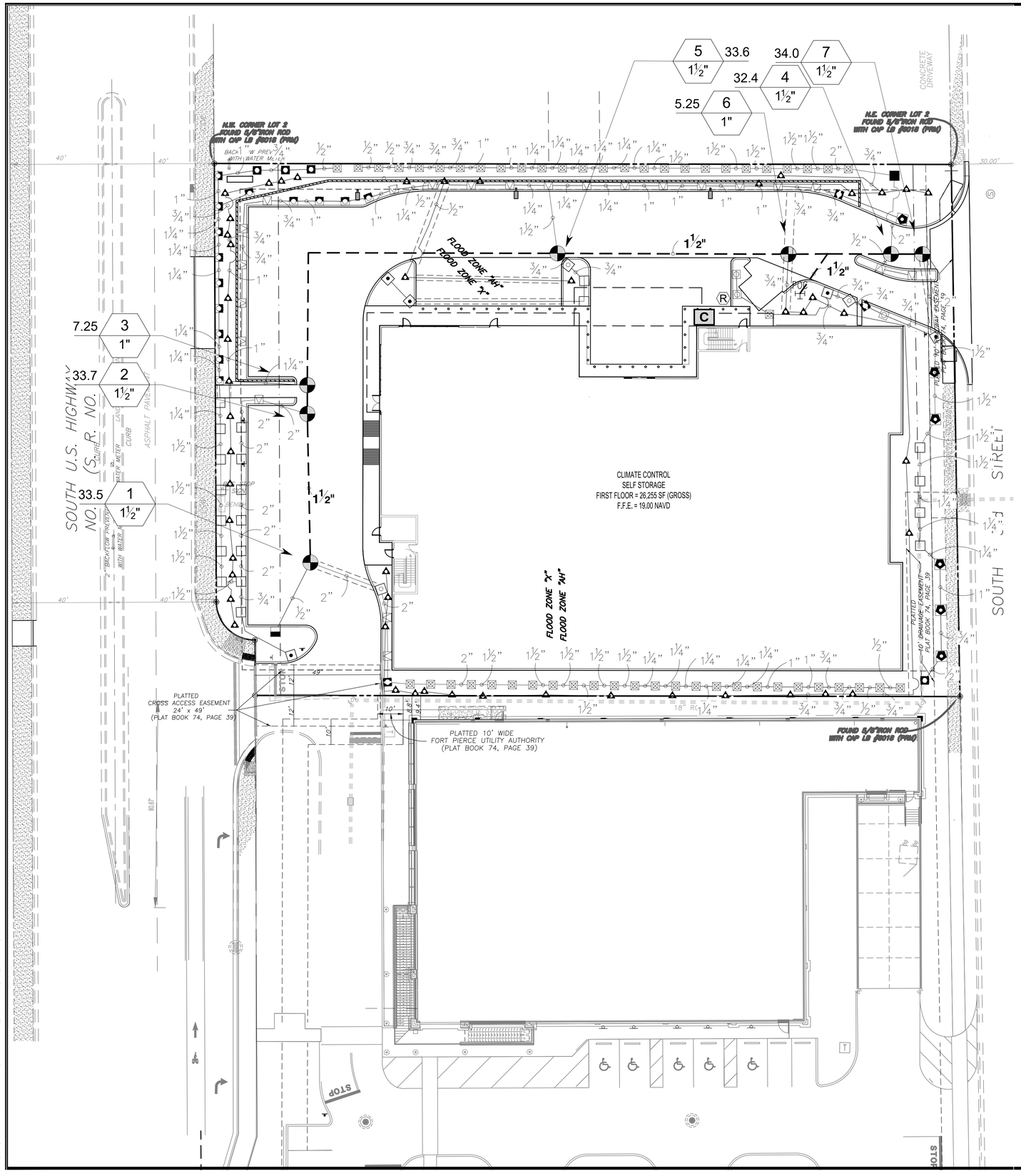
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING- THE CONTRACTOR SHALL SOD ALL THE PERVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PERVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA 'ARGENTINE' SOLID SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND, SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STACKED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS, WITH GAPS NO GREATER THAN 1" BETWEEN SOD PANELS.

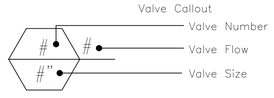
C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREA



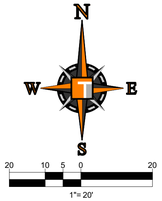
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	22	30
Q T H F	Rain Bird 1806-PRS 8 Series MPR Turf Spray 6" popup with pressure regulator.	55	30
Q T H F	Rain Bird 1806-PRS 10 Series MPR Turf Spray 6" popup with pressure regulator.	18	30
Q T H TT TQ F	Rain Bird 1806-PRS 12 Series MPR Turf Spray 6" popup with pressure regulator.	20	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	2	30
4 6 8 10 12 15 18	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	17	30
1402 1408 1401 1404	Rain Bird 1804-1400 Flood Flood Bubbler 4" popup	50	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	7
C	Rain Bird ESP-13Mi Modular Controller, 13 stations, indoor model.	1
R	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
POC H	Point of Connection 2 HP CENTRIFUGAL PUMP @34 GPM, 50 PSI & 4" CASED WELL	1
	Irrigation Lateral Line: Polyethylene and PVC Class 160 Polyethylene SDR-7 up to 1-1/4, then PVC Class 160 SDR 26 for 1-1/2" and larger. Only lateral transition pipe sizes 3/4" and above are indicated on the plan, with all others being 1/2" in size.	2,931 l.f.
	Irrigation Mainline: Polyethylene and PVC Class 200	380.9 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	248.5 l.f.



PLEASE REFER TO SHEET L-3.1 FOR IRRIGATION SCHEDULES, L-3.2 FOR LANDSCAPE GENERAL NOTES.



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CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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DRAWN BY: JMG
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DATE:
CAD I.D.: FJ210016 IRRIGATION PLAN

PROJECT:

FORT PIERCE STORAGE FACILITY

FOR

LG FT PIERCE

FORT PIERCE
FLORIDA

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STATE OF FLORIDA
REGISTERED LANDSCAPE ARCHITECT
March 8, 2022
LICENSE No. LA6666871
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

IRRIGATION PLAN

SHEET NUMBER:

L-3.0

Printed on Tuesday, March 08, 2022, 2:31 PM by Michael Grosswirth
J:\PROJECTS\FJ210016 LG FT PIERCE\LANDSCAPE\FJ210016 IRRIGATION PLAN------LAYOUT: L-3.0

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2019-06-24

IRRIGATION NOTES

1. ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL OBTAIN THE PERTINENT ENGINEERING OR ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
5. THIS DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS.
6. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
7. INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
8. ACTUAL LOCATION FOR THE INSTALLATION OF THE BACKFLOW PREVENTER AND THE AUTOMATIC CONTROLLER IS TO BE DETERMINED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
9. CONTRACTOR IS TO PROVIDE AN ADDITIONAL PILOT WIRE FROM CONTROLLER ALONG ENTIRETY OF MAIN LINE TO THE LAST RCV ON EACH AND EVERY LEG OF MAIN LINE. LABEL SPARE WIRES AT BOTH ENDS.
10. ALL PIPE UNDER PAVED AREAS TO BE INSTALLED IN SLEEVING TWICE THE DIAMETER OF THE PIPE CARRIED. SEE LEGEND FOR TYPE. ALL WIRE UNDER PAVED AREAS TO BE INSTALLED IN A SCH. 40 SLEEVE THE SIZE REQUIRED TO EASILY PULL WIRE THROUGH. ALL SLEEVES TO BE INSTALLED WITH A MINIMUM DEPTH AS SHOWN ON THE SLEEVING DETAILS. SLEEVES TO EXTEND AT LEAST 12" PAST THE EDGE OF THE PAVING.
11. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED IN SHRUB OR GROUND COVER AREAS WHERE POSSIBLE. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED AS SHOWN ON THE INSTALLATION DETAILS. INSTALL ALL QUICK COUPLER AND REMOTE CONTROL VALVES WITHIN 18" OF HARDSCAPE.
12. ALL HEADS ARE TO BE INSTALLED WITH THE NOZZLE, SCREEN AND ARCS SHOWN ON THE PLANS. ALL HEADS ARE TO BE ADJUSTED TO PREVENT OVERSPRAY ONTO BUILDINGS, WALLS, FENCES AND HARDSCAPE. THIS INCLUDES, BUT NOT LIMITED TO, ADJUSTMENT OF DIFFUSER PIN OR ADJUSTMENT SCREW, REPLACEMENT OF PRESSURE COMPENSATING SCREENS, REPLACEMENT OF NOZZLES WITH MORE APPROPRIATE RADIUS UNITS AND THE REPLACEMENT OF NOZZLES WITH ADJUSTABLE ARC UNITS.
13. THE CONTRACTOR SHALL USE PROPER GROUNDING TECHNIQUES FOR GROUNDING THE CONTROLLER AND RELATED EQUIPMENT PER MANUFACTURERS SPECIFICATIONS. THOMAS ENGINEERING GROUP RECOMMENDS MEASURING FOR PROPER GROUND AT LEAST ONCE ANNUALLY, AND NECESSARY ADJUSTMENTS MADE TO COMPLY WITH MANUFACTURER SPECIFICATIONS.

NOTE A:
POINT OF CONNECTION SHALL BE A 2 HP SUBMERSIBLE AND A 4" CASED WELL. VERIFY THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWING IS FOUND TO BE DIFFERENT THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

MINIMUM PRESSURE REQUIRED: 36.8 PSI @ POC
DESIGN WATER PRESSURE: 50 PSI
MAXIMUM SYSTEM DEMAND: 33.98 GPM

NOTE B:
CONTROLLER SHALL BE AS NOTED. FINAL LOCATION OF CONTROLLER AND ELECTRICAL POC SHALL BE CONFIRMED WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK. CONTROLLER MAY BE EXISTING WITHIN PUMP HOUSE. REUSE EXISTING CONTROLLER IF POSSIBLE.

NOTE C:
MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL MAINLINE AND RELATED EQUIPMENT LOCATION TO BE WITHIN PLANTERS AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES TYP.

NOTE D:
CONTRACTOR SHALL ADJUST ALL HEADS AS REQUIRED TO ACCOMMODATE ANY VERTICAL OBSTRUCTIONS THAT MAY OCCUR, INCLUDING BUT NOT LIMITED TO LIGHT POLES, FIRE HYDRANTS, ETC. VERIFY ALL HEAD LAYOUT WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE E:
BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL LOCATION TO BE WITHIN PLANTER. BUBBLERS SHALL BE ALIGNED WITH TREES AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE. CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	WIRE	FRICTION LOSS	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	1-1/2"	Turf Spray	33.48	30	337.1	2.02	35.58	43.24	0.83 in/h
2	Rain Bird PEB	1-1/2"	Turf Spray	33.74	30	278.8	2.65	36.21	42.67	1.01 in/h
3	Rain Bird PEB	1"	Bubbler	7.25	29	267.6	4.35	46.09	46.45	7.66 in/h
4	Rain Bird PEB	1-1/2"	Turf Spray	32.37	28	158.3	2.31	35.89	36.8	0.78 in/h
5	Rain Bird PEB	1-1/2"	Turf Spray	33.60	28	118.1	3.35	36.91	39.71	1.19 in/h
6	Rain Bird PEB	1"	Bubbler	5.25	21	118.1	8.04	49.75	49.78	7.66 in/h
7	Rain Bird PEB	1-1/2"	Turf Spray	33.98	18	170.7	2.22	35.78	37.07	0.88 in/h
	Common Wire					380.9				

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PEB	Turf Spray	0.83 in/h	1	73	2,444	
2	Rain Bird PEB	Turf Spray	1.0 in/h	1	60	2,024	
3	Rain Bird PEB	Bubbler	7.66 in/h	1	8	58	
4	Rain Bird PEB	Turf Spray	0.78 in/h	1	78	2,525	
5	Rain Bird PEB	Turf Spray	1.19 in/h	1	51	1,714	
6	Rain Bird PEB	Bubbler	7.66 in/h	1	8	42	
7	Rain Bird PEB	Turf Spray	0.88 in/h	1	69	2,344	
		TOTALS:			347	11,151	

CRITICAL ANALYSIS

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P.O.C. NUMBER: 01
Water Source Information: 2 HP CENTRIFUGAL PUMP @34 GPM, 50 PSI & 4" CASED WELL

FLOW AVAILABLE
Custom Max Flow: 34 GPM
Flow Available 34 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 50.00 PSI
Pressure Available: 50.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 33.98 GPM
Flow Available at POC: 34 GPM
Residual Flow Available: 0.02 GPM

Critical Station: 6
Design Pressure: 40 PSI
Friction Loss: 7.29 PSI
Fittings Loss: 0.75 PSI
Elevation Loss: 0 PSI
Loss through Valve: 1.71 PSI
Pressure Req. at Critical Station: 49.76 PSI
Loss for Fittings: 0 PSI
Loss for Main Line: 0.02 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 49.78 PSI
Pressure Available: 50 PSI
Residual Pressure Available: 0.22 PSI

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FOR

LG FT PIERCE

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FLORIDA

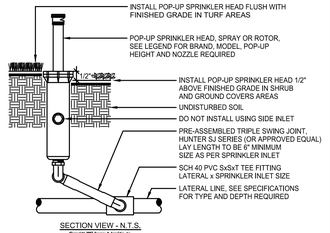
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March 8, 2022
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SHEET TITLE:
IRRIGATION NOTES & SCHEDULES

SHEET NUMBER:
L-3.1

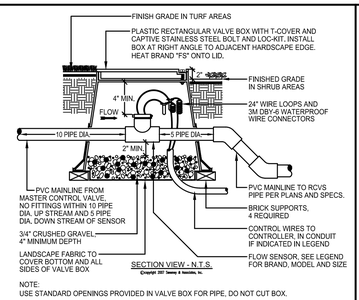
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NOTE:
INSTALL SPRINKLER HEADS 6" FROM PAVING EDGE IN SHRUB AND GROUND COVER AREAS.
INSTALL SPRINKLER HEADS 12" FROM THE FACE OF BUILDING WALLS OR WINDOWS.
INSTALL SPRINKLER HEADS 4" FROM PAVING EDGE IN TURF AREAS.

INSTALL SPRINKLER HEADS PLUMB. ADJUST SPRAYS OR NOZZLE STREAM TO COVER LANDSCAPE AREA WITHOUT OVERSPRAY ONTO PAVING, FENCES, WALLS OR BUILDINGS.

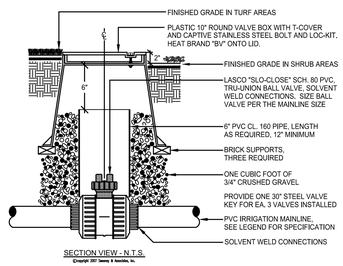
(A) POP-UP SPRINKLER



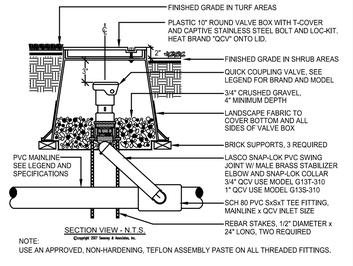
NOTE:
USE STANDARD OPENINGS PROVIDED IN VALVE BOX FOR PIPE, DO NOT CUT BOX.

USE SCH 80 PVC 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH AS REQUIRED.

(C) FLOW SENSOR

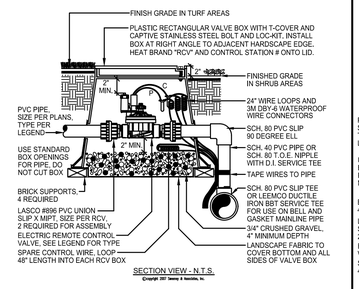


(D) BALL VALVE

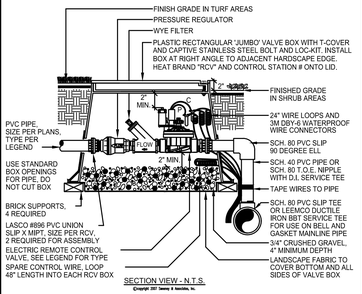


NOTE:
USE AN APPROVED, NON-HARDENING, TEFLON ASSEMBLY PASTE ON ALL THREADED FITTINGS.

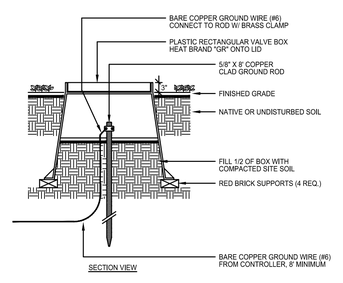
(E) QUICK COUPLER VALVE



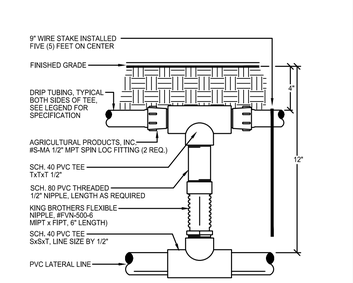
(F) REMOTE CONTROL VALVE



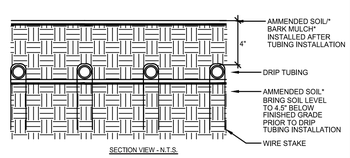
(G) DRIP RCV ASSEMBLY



(I) GROUND ROD INSTALLTION



(J) DRIPLINE TUBING



* AS PER LANDSCAPE DRAWINGS

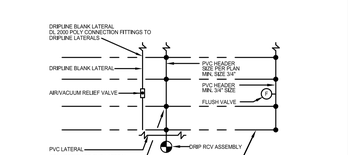
RECOMMENDED INSTALLATION:

TO INSURE EVEN PARALLEL AND LEVEL TUBING ROWS IT IS RECOMMENDED THAT THE SOIL LEVEL IN THE PLANTER AREAS BE BROUGHT TO 4.5" BELOW FINISHED GRADE AND PROPERLY COMPACTED AS PER THE LANDSCAPED DRAWINGS PRIOR TO THE INSTALLATION OF THE TUBING.

INSTALL TUBING AS INDICATED ON THESE DRAWINGS AND SECURE TO GRADE USING WIRE HOOP STAKES AT 5 FEET ON CENTER SPACING.

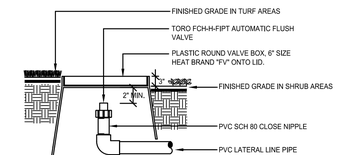
BACKFILL FINAL 4.5" OF SOIL/BARK MULCH OVER THE TUBING AFTER INSTALLATION OF THE TUBING AND OBSERVATION BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

(K) DRIPLINE CONNECTION(SECTION)

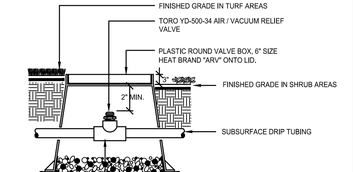


INSTALL DRIP FLUSH VALVE PER DETAIL AT THE END OF EACH TUBING SECTION PER PLAN
INSTALL AIR RELIEF VALVES PER DETAIL AT HIGH POINTS OF EACH TUBING SECTION PER PLAN.
RUN AIR/VACUUM RELIEF BLANK TUBING LATERAL ALONG HIGH POINT OF MOUND OR BERM.
ATTACH ALL IN-LINE DRIP TUBING TO BLANK LATERAL. MORE THAN TWO RELIEF VALVES MAY NEED TO BE INSTALLED PER SECTION

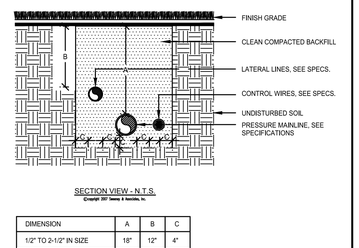
(L) DRIPLINE CONNECTION(PLAN)



(M) DRIP FLUSH VALVE

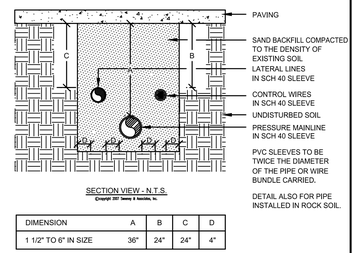


(N) DRIP AIR RELIEF VALVE



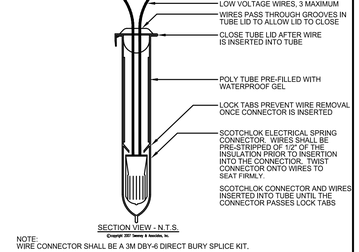
DIMENSION	A	B	C
1/2" TO 2-1/2" IN SIZE	18"	12"	4"
3" TO 6" IN SIZE	24"		4"

(O) PIPE INSTALLATION



DIMENSION	A	B	C	D
1 1/2" TO 6" IN SIZE	36"	24"	24"	4"

(P) SLEEVE INSTALLATION

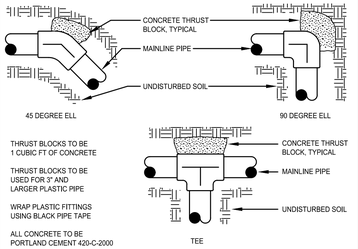


NOTE:
WIRE CONNECTOR SHALL BE A 3M DBY-6 DIRECT BURY SPLICE KIT.

KIT SHALL INCLUDE A SCOTCHLOK Y SPRING CONNECTOR, A POLYPROPYLENE TUBE AND A WATERPROOF SEALING GEL. TUBE SHALL BE SUPPLIED PREFILLED WITH GEL.

DIRECT BURY SPLICE KIT SHALL BE USED TO ELECTRICALLY CONNECT 2 - 3 #14 OR 2 #12 PRE-STRIPPED COPPER WIRES. LARGER WIRES OR GREATER QUANTITIES OF WIRES SHALL REQUIRE A LARGER APPROVED WIRE CONNECTION.

(Q) WIRE CONNECTION



(R) THRUST BLOCKING

NOTE: DISCHARGE PIPES & HEADER TO IRRIGATION MAIN SHALL BE SCHED 40 GALVANIZED STEEL PIPE WITH GALV. ROLL GROOVE FITTINGS. PUMP DROP PIPE SHALL BE HDPE HEAT FUSED OR SCHED 40 GALV. STEEL SET PUMP 60' ON 2" PIPE. INSTALL MOTOR CABLE SPLICE BETWEEN MOTOR AND CONTROL PANEL IN NEMA 4X JUNCTION BOX ADJACENT TO WELL IN ACCORDANCE WITH ELECTRICAL CODES.

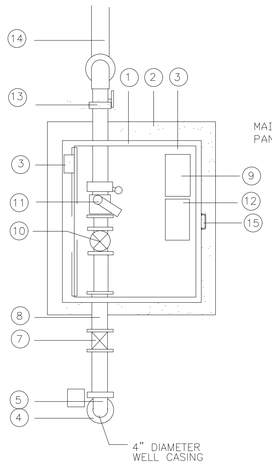
WELL DRILLER SHALL NOTIFY THE PUMP SYSTEM MANUFACTURER IN WRITING WITHIN 24 HOURS OF DEVELOPING THE WELL IF THE WELL PUMPING LEVEL IS GREATER THAN 50' BELOW FINISHED GRADE AFTER 8 HOURS OF CONTINUOUS PUMPING AT 150% OF THE DESIGN FLOW BELOW.

PROVIDE MINIMUM OF 4' CLEARANCE ON ALL SIDES OF PUMP SYSTEM

* OPTIONAL FEATURES ARE INCLUDED IF MARKED WITH AN "X"

X VARIABLE FREQUENCY DRIVE
_ IRRIGATION CONTROLLER _ STATIONS, WITH RAIN SENSOR ON 8' POLE
_ PRESSURE TANK FOR PRESSURE DEMAND SYSTEM

SAFETY FEATURES:
CLOCK START:
-LOSS OF PRIME
-OVERHEAT
-TRANSIENT SURGE



MAINTAIN 3.5' CLEARANCE IN FRONT OF CONTROL PANEL AND 4' ALL SIDES OF PUMP SYSTEM.

1 3' X 3' FIBERGLASS REINFORCED ENCLOSURE (OPTIONAL) FOREST GREEN GELCOAT FINISH
2 48" X 48" REINFORCED CONCRETE PAD (4" THICK)
3 JUNCTION BOX WITH 110VAC POWER AND PUMP START CIRCUIT FOR CUSTOMER FURNISHED AND INSTALLED IRRIGATION CONTROLLER
4 WELL SEAL
5 WELL, JUNCTION BOX & DISCHARGE PIPE
6 SUBMERSIBLE PUMP MOTOR ASSEMBLY 3 HP (NOT SHOWN)
7 CHECK VALVE
8 GALV. STEEL DISCHARGE
9 VARIABLE FREQUENCY DRIVE
10 FLOW METER OUTSIDE ENCLOSURE ON DISCHARGE
11 PRESSURE TRANSDUCER
12 CONTROL PANEL ASSEMBLY UL LISTED MAINTAIN 42" CLEARANCE MOUNTED ON BACK OF ENCLOSURE
13 DISCHARGE VALVE
14 3" x 36" PVC SCH 40 GROOVED NIPPLE FOR FOR TIE-IN TO IRRIGATION MAINLINE
15 LOCKABLE HANDLE

PLAN VIEW NTS

ELECTRIC SERVICE TO BE, IN ORDER OF PREFERENCE:
460V 3-PHASE, 230V CLOSED-DELTA 3-PHASE, 208 WYE 3-PHASE,
230 1-PHASE, 208V 1-PHASE, 230 OPEN-DELTA 3-PHASE.

PUMP PERFORMANCE
34 GPM @ 120 TDH, 50 PSI DISCHARGE PRESSURE
MINIMUM FLOW 12 GPM

FRANKLIN PUMPING MODEL: #35FA3S4-PE
Pompano Beach, Florida, Tel: 954-971-7350
OR APPROVED EQUAL

SUBMERSIBLE PUMP SYSTEM DETAIL

FIBERGLASS ENCLOSED SINGLE WELL SUCTION
VARIABLE FREQUENCY DRIVE (VFD) CLOCK START
OR APPROVED EQUAL

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVE. SUITE 602 FT. LAUDERDALE, FL 33309 P: 954-202-71000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503
THE INFORMATION, DESIGN, AND CONCEPT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES. © THOMAS ENGINEERING GROUP, LLC

REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ210016
DRAWN BY: JMG
CHECKED BY: JMG
DATE:
CAD I.D.: FJ210016 IRRIGATION PLAN

PROJECT:

FORT PIERCE STORAGE FACILITY

FOR

LG FT PIERCE

FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
PEPWORTH PROFESSIONAL PLAZA
125 W. INDIANTOWN RD. SUITE 206
PH: (561) 203-7503
FX: (561) 203-7721
www.ThomasEngineeringGroup.com

MICHAEL D. GROSSWIRTH
LA 6666871
STATE
REGISTERED LANDSCAPE ARCHITECT
March 8, 2022
LICENSE No. 6666871
FLORIDA REGISTRATION
FLORIDA BUSINESS No. LC26000427/LA

SHEET TITLE:

IRRIGATION DETAILS

SHEET NUMBER:

L-3.2

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2019-06-24

Printed on Tuesday, March 08, 2022, 2:31 PM by Michael Grosswirth
J:\PROJECTS\FJ210016 FORT PIERCE STORAGE FACILITY\CIVIL\LANDSCAPE\FJ210016 IRRIGATION PLAN-----JULMPUT L-3.2

Project		Catalog #		Type	S1
Prepared by		Notes		Date	



McGraw-Edison

GALN Galleon II

Area / Site Luminaire

Typical Applications

Outdoor • Parking Lots • Walkways • Roadways • Building Areas

Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 5
- Product Specifications page 5
- Energy and Performance Data page 6
- Control Options page 10

Product Certifications

Resources

Quick Facts

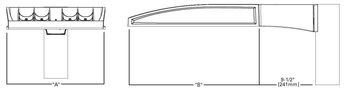
- Lumen packages range from 3,300 - 73,500 (33W - 552W)
- 16 optical distributions
- Efficacy up to 159 lumens per watt

Connected Systems

- WaveLinx Lite
- WaveLinx

Dimensional Details

Standard Arm



Number of Light Squares	Width "A"	Housing Length "B"	Weight with Standard or QM Arm	EPA with Standard or QM Arm
1-4	16"	22"	29 lb	0.95
5-6	22"	22"	39 lb	0.95
7-9	22"	28 1/8"	48 lb	1.1

NOTES:
*For arm selection requirements and additional line art, see Mounting Details section.

COOPER Lighting Solutions

PS500052EN page 1
August 2, 2021 1:53 PM

Project		Catalog #		Type	W1-2
Prepared by		Notes		Date	



McGraw-Edison

GWC Galleon Wall

Wall Mount Luminaire

Typical Applications

Exterior Wall • Walkway

Interactive Menu

- Ordering Information page 2
- Product Specifications page 2
- Optical Configurations page 3
- Energy and Performance Data page 4
- Control Options page 6

Product Certifications

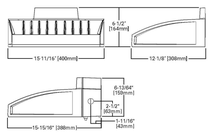
Quick Facts

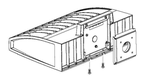
- Choice of thirteen high-efficiency, patented AccuLED Optics™
- Downward and inverted wall mounting configurations
- Eight lumen packages from 3,215 up to 17,056
- Efficacies up to 154 lumens per watt

Connected Systems

- WaveLinx
- Enlighted

Dimensional Details





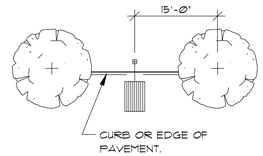
COOPER Lighting Solutions

PS500045EN page 1
April 12, 2021 1:55 PM

2 SL1 *LIGHTING FIXTURES*
N.T.S.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Lum. Watts
□	1	W1	SINGLE	N.A.	0.900	GWC-AF-02-LED-E1-SL4	113
□	3	W2	SINGLE	N.A.	0.900	GWC-AF-02-LED-E1-T4FT-1200	129
•	4	S1	SINGLE	N.A.	0.900	GALN-SA2C-740-U-T4FT-HSS	108

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AND DRIVELANE	Illuminance	Fc	2.97	7.8	0.9	3.30	8.67
PROPERTY LINE	Illuminance	Fc	0.06	0.3	0.0	N.A.	N.A.



3 SL1 *LIGHT/TREE SPACING*
NTS

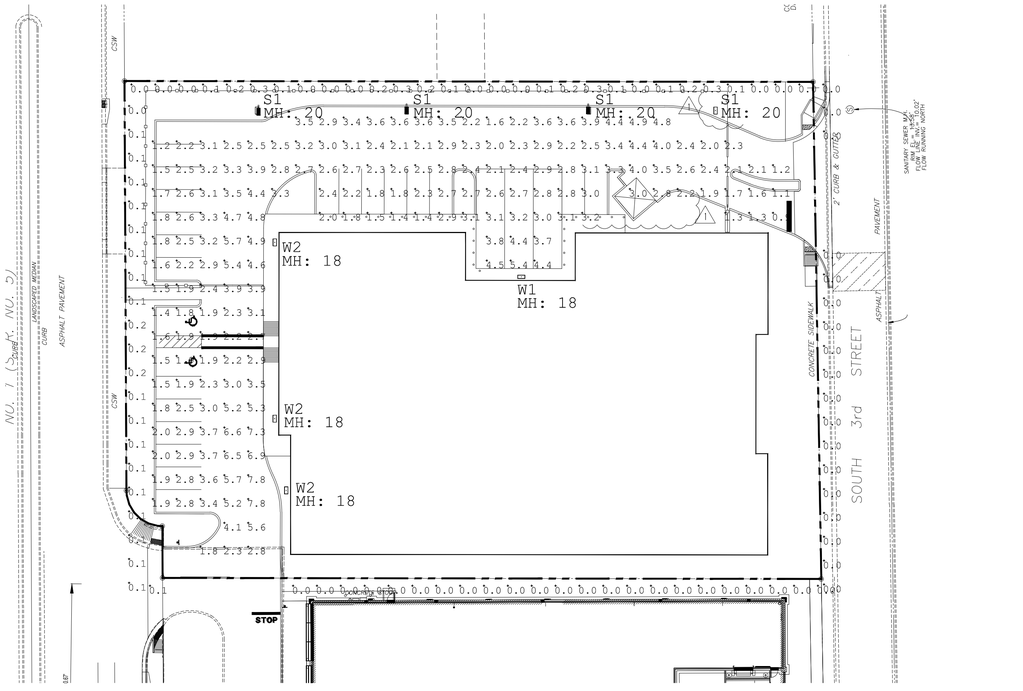
1. ILLUMINANCE IS GIVEN IN HORIZONTAL FOOTCANDLES
2. LIGHTING DESIGN DERIVED FROM PUBLISHED IES PHOTOMETRIC FILES

CROSS VERIFY VOLTAGE / PHASE W/ PROJECT CONDITIONS PRIOR TO ORDERING W/ ARCHITECT / OWNER. LIGHTING FIXTURES MARKED WITH (•) ARE PRODUCT SPECIFIC AND ARE NOT TO BE SUBSTITUTED WITHOUT SPECIFIC APPROVAL WITH ARCHITECT / OWNER PRIOR TO START OF CONSTRUCTION. THESE FIXTURES ARE PART OF A LIGHTING ANALYSIS FOR THE EXTERIOR OF THE BUILDING. FOR ADDITIONAL INFORMATION REGARDING LIGHTING PRODUCTS CONTACT: "MATT MARSHALL" AT "LIGHTING DYNAMICS, INC." 1835 W. COMMERCIAL BLVD. TAMARAC, FL. 33351 (954) 944-0286

SUBMITTALS OF ALTERNATE LIGHT FIXTURES REQUIRE COMPLETE PHOTOMETRICS SIGNED AND SEALED BY FLORIDA REGISTERED, LICENSED ELECTRICAL ENGINEER FOR ARCHITECTS REVIEW AND IF ACCEPTABLE SUBMITTAL TO BUILDING DEPARTMENT FOR PERMIT REVISION BY GENERAL CONTRACTOR AT CONTRACTOR'S EXPENSE.

NOTE:

AN OUTDOOR LIGHTING INSTALLATION SHALL NOT BE PLACED IN PERMANENT USE UNTIL A LETTER OF COMPLIANCE SIGNED AND SEALED BY A REGISTERED ENGINEER OR ARCHITECT IS PROVIDED TO THE CITY STATING THE THE LIGHTS HAVE BEEN FIELD-TESTED AND MEET THE STANDARDS OF THIS CODE.



1 SL-1 *SITE PHOTOMETRIC*
SCALE: 1" = 30'-0"

NORTH

GRAPHIC SCALE
30 0 15 30 60
(in feet)
1 inch=30 ft

KENNETH R. CARLSON – ARCHITECT, P.A.
1166 W. NEWPORT CENTER DR. SUITE #311
DEERFIELD BEACH, FLORIDA 33442
PH. (954) 427 - 9848 FAX (954) 427 - 9329
e-mail: kenc@kencarlson.com
AA C00018

FORT PIERCE SELF-STORAGE
SOUTH U.S. HIGHWAY
FORT PIERCE, SAINT LUCIE COUNTY, FL.

Revisions:
07/07/22 CITY COMMENTS

DRAWN BY: FS
CHECKED BY: KRC
DATE: 09/23/2021
SCALE: AS NOTED
PROJECT #: 21061
CAD DWG FILE: SL-1

KENNETH R. CARLSON
AR12546

SHEET OF
SL-1
PAGE OF

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use and Site Plan - Fort Pierce Storage - 1300 S US HWY 1

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: May 1st, 2022

NOTICE BY MAIL: May 2nd, 2022

NOTICE BY SIGNS: April 6th, 2022

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Supervisor

SIGNATURE: **DATE:** May 4th, 2022

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk 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.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

05/01/2022

Subscribed and sworn to before on May 2, 2022:

Notary, State of WI, County of Brown

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Publication Cost: $120.12
Ad No: 0005237633
Customer No: 1309463
PO #:

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 16, 2022, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 4:30 p.m., to consider review and approval of the following:

1. Application for Site Plan (Development and Design Review) approval to develop 1.25 million square feet of warehouse use on six (6) lots that total approximately 108.78-acres generally located on Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road, more specifically located at Parcel Control Numbers: 2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4, 2431-800-0005-000-1, 2431-800-0007-000-5, 2431-800-0006-000-8.
2. Application for a Conditional Use and Site Plan (Development Review and Design Review) to construct a four (4)-story self-storage facility totaling approximately 106,860 square feet and associated site improvements at 1300 S US Highway 1, more specifically located at Parcel Control Number: 2415-602-0002-000-2.

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. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: May 1, 2022
TCN5237633

City Commission Regular Meeting - 4:30 pm **12. b.**

Meeting Date: 05/16/2022

Re: Site Plan (Development & Design Review) - Fort Pierce Commerce Center - Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road

---

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Site Plan (Development and Design Review) approval to develop 1.25 million square feet of warehouse use on six (6) lots that total approximately 108.78-acres generally located on Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road, more specifically located at Parcel Control Numbers: 2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4, 2431-800-0005-000-1, 2431-800-0007-000-5, 2431-800-0006-000-8.

SUMMARY:

Pursuant to City Code Sections, 215-313 and 215-314, the subject application is a request for Site Plan (Development and Design Review) to develop 1.25 million square feet of warehouse use on six (6) lots that total approximately 108.78-acres generally located on Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road. The property currently has a Future Land Use designation of Industrial with a compatible zoning classification of Light Industrial Zone (IL). To the north are properties zoned Heavy and Light Industrial, to the west is Light Industrial and Institutional land, to the south and east are properties within St. Lucie County. The land to the south consists of both Heavy Industrial and Agricultural Residential and to the east is Institutional. Further east is property within Fort Pierce that is zoned Planned Development

RECOMMENDATION:

The proposed Site Plan (Development Review and Design Review) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan and does not appear to adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends APPROVAL of the requested application with the following conditions:

1. Pursuant to City Code Section 123-66.(d) -Tree protection and mitigation, a final Tree Mitigation Plan shall be approved by staff prior to the issuance of a Building Permit.

2. A certified letter of completion by a landscape architect and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

3. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be conducted before the issuance of a Building Permit.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner/Planning Supervisor

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/11/2022 04:31 PM

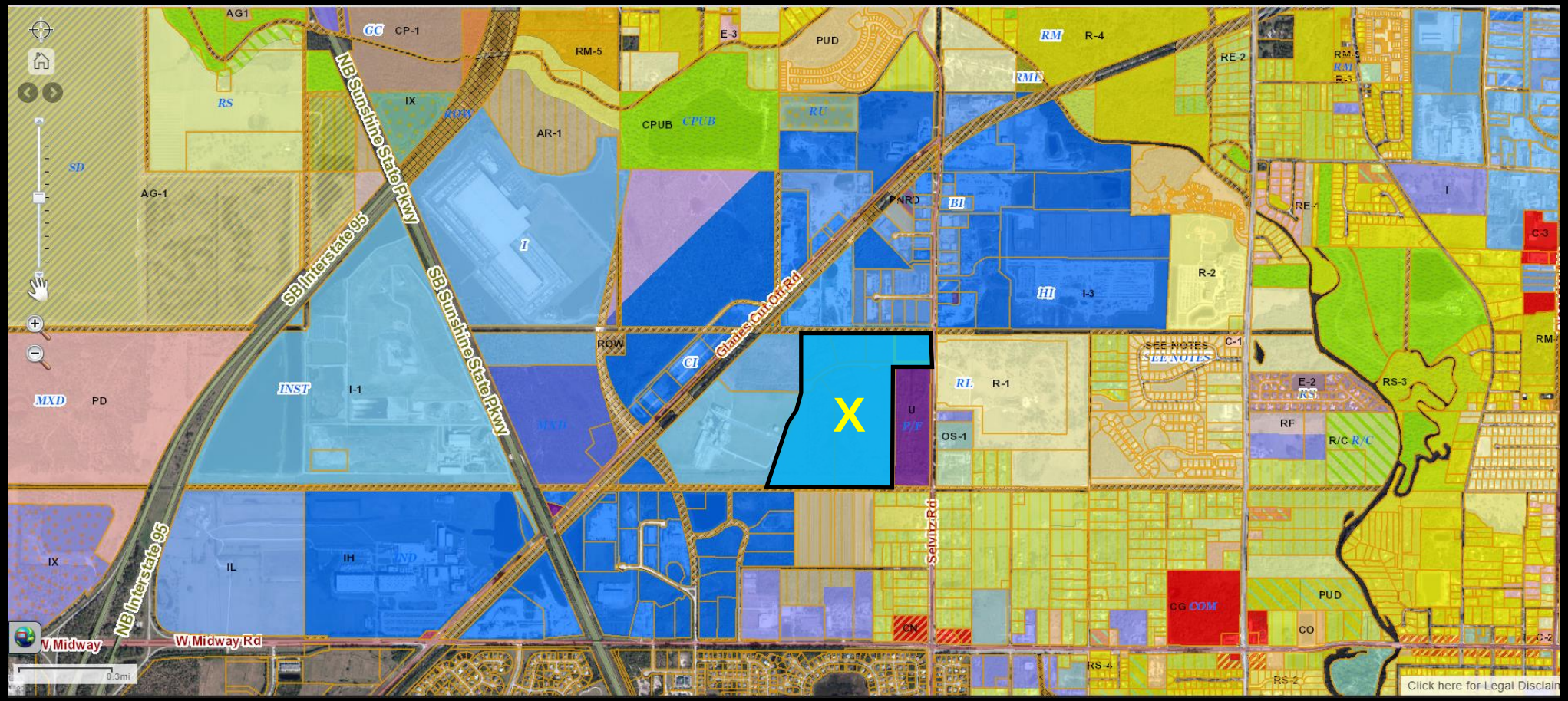
Form Started By: Vennis Gilmore
Started On: 05/04/2022 01:21 PM
Final Approval Date: 05/11/2022

FORT PIERCE COMMERCE CENTER



Site Plan (Development and Design Review) Approval

1.25 square feet of warehouse space –



Future Land Use Designation – Industrial (I)
Zoning Atlas Classification – Light Industrial (IL)

SITE PLAN


Bldg A – 50,000 SF Flex Warehouse
Bldg E – 50,000 SF Flex Warehouse
Bldg F – 210,000 SF Warehouse
Conservation easement no. 2
Conservation easement no. 1
ENERGY LANE
SELVITZ ROAD
SLC vacant land –
Future Transit Facility
FPL easement
Bldg B– 192,500 SF Warehouse
Bldg C– 127,500 SF Warehouse
Bldg D– 585,500 SF Warehouse

TRAFFIC AND PARKING

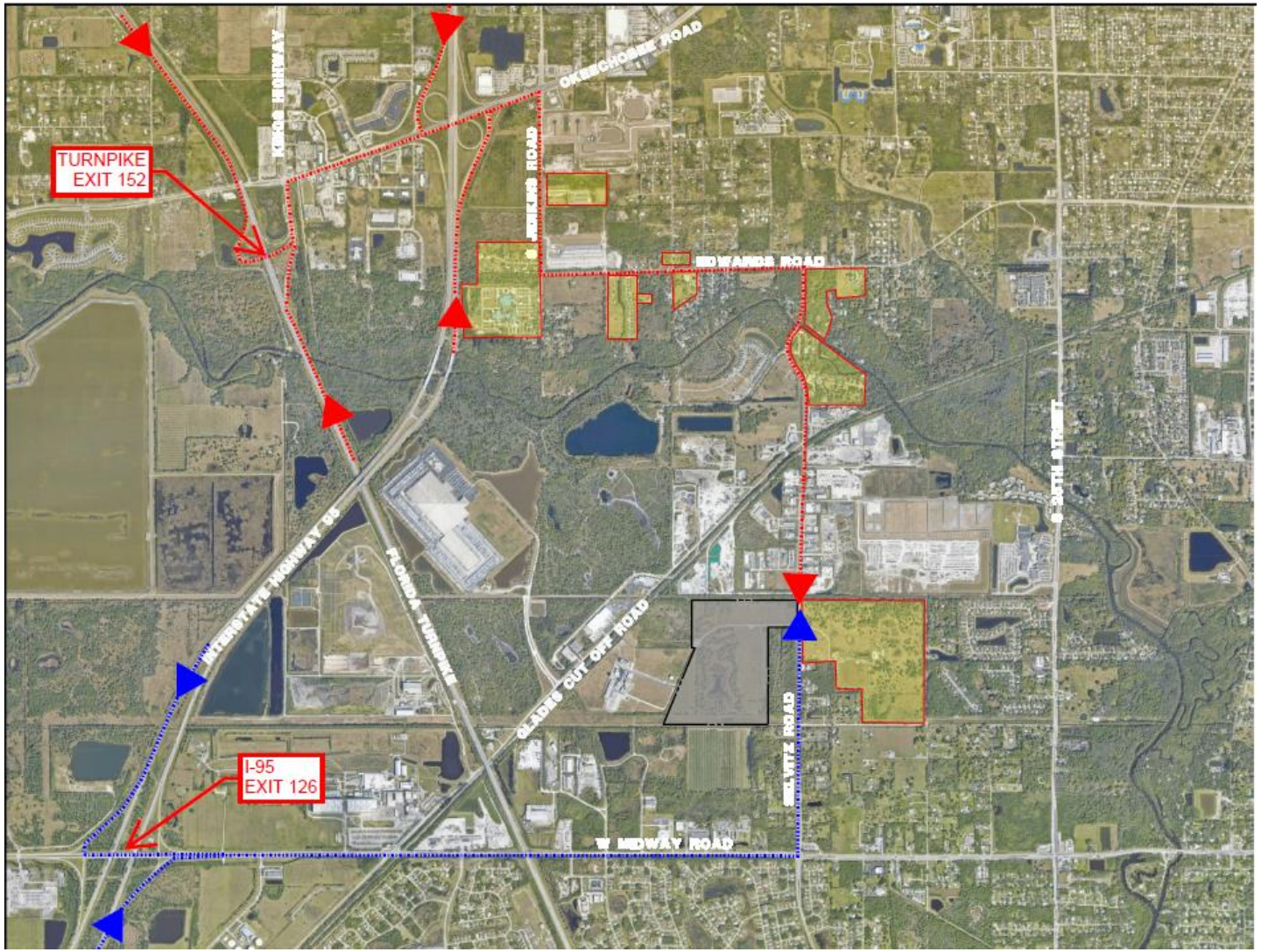
TRAFFIC ANALYSIS

- 224 net new AM peak hour trips
- 235 net new PM peak hour trips
- Links and intersections will operate at acceptable levels of service
- Project meets concurrency

PARKING STUDY

- Parking requirement based upon Institute of Traffic Engineers (ITE) standards
- Parking demand – 0.39 parking spaces per 1,000 SF - 474 parking spaces required
- Parking provided – 586 spaces

TRUCK ROUTE PLAN



ELEVATIONS


NORTH ELEVATION
EAST ELEVATION
SOUTH ELEVATION
WEST ELEVATION

PB RECOMMENDATION

- **The Planning Board, at their April 11th, 2022 meeting, voted unanimously to recommend Approval of the request.**

1. PURSUANT TO CITY CODE SECTION 123-66.(D) -TREE PROTECTION AND MITIGATION, A FINAL TREE MITIGATION PLAN SHALL BE APPROVED BY STAFF PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

2. A CERTIFIED LETTER OF COMPLETION BY A LANDSCAPE ARCHITECT AND LANDSCAPE BOND PURSUANT TO CITY CODE 123-6 SHALL BE REQUIRED BEFORE THE FINAL CERTIFICATE OF OCCUPANCY IS APPROVED FOR THE SITE.

3. A UNITY OF TITLE WITH THE ST. LUCIE COUNTY CLERK OF COURTS AND A PARCEL COMBINATION WITH THE ST. LUCIE COUNTY PROPERTY APPRAISER SHALL BE CONDUCTED BEFORE THE ISSUANCE OF A BUILDING PERMIT.

Staff Recommendation

CC ACTIONS

- **Possible actions of the City Commission:**

- **APPROVAL of the proposed Site Plan – (Development Review and Design Review), and no changes**

- **APPROVAL of the proposed Site Plan – (Development Review and Design Review) with changes**

- **DISAPPROVAL of the proposed Site Plan –**

1. PURSUANT TO CITY CODE SECTION 123-66.(D) -TREE PROTECTION AND MITIGATION, A FINAL TREE MITIGATION PLAN SHALL BE APPROVED BY STAFF PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

2. A CERTIFIED LETTER OF COMPLETION BY A LANDSCAPE ARCHITECT AND LANDSCAPE BOND PURSUANT TO CITY CODE 123-6 SHALL BE REQUIRED BEFORE THE FINAL CERTIFICATE OF OCCUPANCY IS APPROVED FOR THE SITE.

3. A UNITY OF TITLE WITH THE ST. LUCIE COUNTY CLERK OF COURTS AND A PARCEL COMBINATION WITH THE ST. LUCIE COUNTY PROPERTY APPRAISER SHALL BE CONDUCTED BEFORE THE ISSUANCE OF A BUILDING PERMIT.

Staff Recommendation

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nick C. Mimms, P.E., ICMA-CM, City Manager
FROM:	Vennis Gilmore, Senior Planner/Planning Supervisor
RE:	**Site Plan (Development and Design Review)** **Fort Pierce Commerce Center** **21-07000030**
MEETING DATE:	May 16, 2022

STAFF REPORT

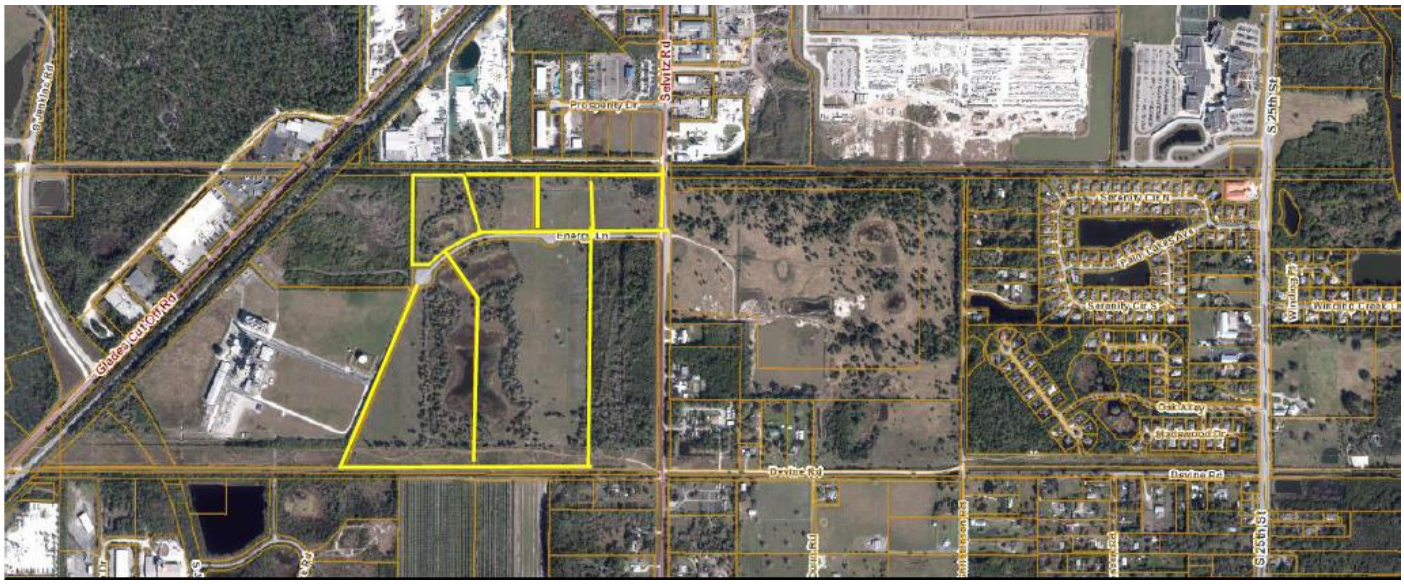
Owner:	St. Lucie Commerce Center, LLC 30 S. Hope Chapel RD Jackson, NJ 08527
Representative:	Michael D. Miles, P.E., Regional Manager/Senior Principal Dynamic Engineering Consultants PC 100 NE 5th Avenue, Suite B-2 Delray Beach, FL 33438
Applicant's Request:	Approval of a Site Plan (Development and Design Review) to develop six (6) warehouse buildings totaling 1,215,000 square feet with associated site improvements on an approximate 108.78-acre parcel of unimproved land
Location:	The subject parcel is generally located southeast of Glades Cut Off Road and west of Selvitz Road
Size:	108.78 +/- acres
Parcel ID(s):	2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4 2431-800-0005-000-1, 2431-800-0007-000-5, 2431-800-0006-000-8
Future Land Use:	Industrial (I)
Current Zoning:	Light Industrial (IL)
Utilities:	FPUA

	North	East	South	West
Surrounding FLU:	Industrial (I) and Heavy Industrial (HI)	Public Facility (PF) SLC	Agriculture Residential (AR-1) SLC	Industrial (I) and Institutional (INST)
Surrounding Zoning:	Heavy Industrial (I-3) Light Industrial Zone (I-1)	Institutional (I) SLC	Industrial (IND) and Mixed Use (MXD) SLC	(I-1)
Utilities: FPUA				

Staff Analysis:

Request

Pursuant to City Code Sections, 215-313 and 215-314, the subject application is a request for Site Plan (Development and Design Review) to develop 1.25 million square feet of warehouse use on six (6) lots that total approximately 108.78-acres generally located on Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road. The property currently has a Future Land Use designation of Industrial with a compatible zoning classification of Light Industrial Zone (IL). To the north are properties zoned Heavy and Light Industrial, to the west is Light Industrial and Institutional land, to the south and east are properties within St. Lucie County. The land to the south consists of both Heavy Industrial and Agricultural Residential and to the east is Institutional. Further east is property within Fort Pierce that is zoned Planned Development



Future Land Use and Zoning

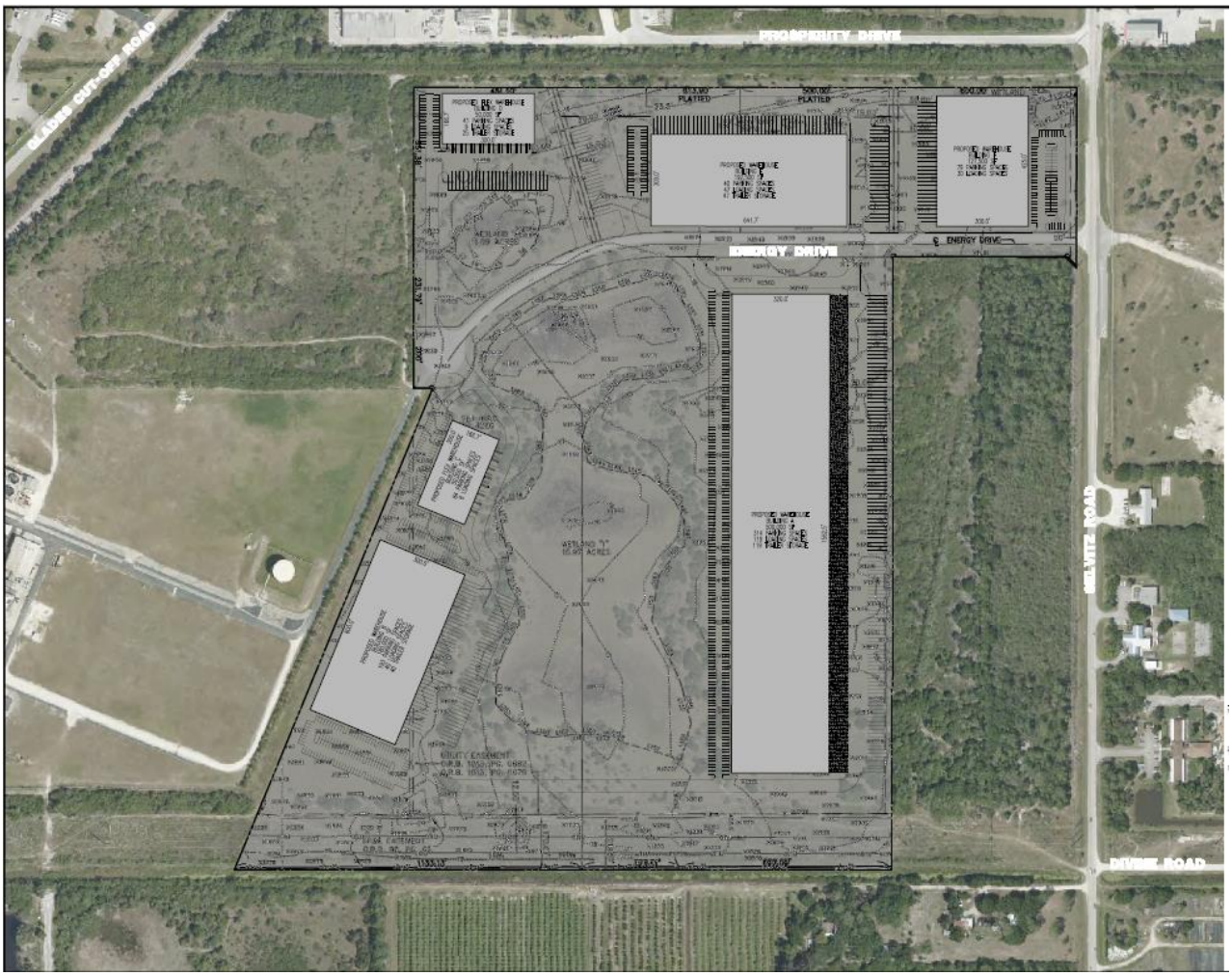
The subject properties have an underlying Future Land Use designation of Industrial (I): The Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include light manufacturing and processing facilities; storage and distribution facilities; warehousing; general and

intensive commercial uses; research corporate parks, large business parks and mixed-use office parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum FAR of 1.5.

The subject site has a compatible zoning district classification of Light Industrial (IL). The purpose of this district is to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

Development Review (Site Plan)

The subject property currently consists of undeveloped land located at the intersection of Selvitz Road and Energy Lane approximately 0.9 miles north of Midway Road.



Proposed Site Plan Aerial

In conformance with Code Sections 125-313 and 125-314, the applicant is proposing six (6) warehouse distribution buildings totaling 1,215,000 square feet with associated site features consisting of parking, landscaping, lighting, stormwater management and utilities. Pursuant to Code Section 125-204, the proposed site plan meets the basic use standards for the I-1 zone that requires a minimum lot width and depth to 100 feet and the minimum yard depth for portions of the property abutting a public right-of-way or nonindustrial district to be 15 feet.

The site features proposed include the following:

a. Six (6) Warehouse buildings totaling 1,215,000 SF
b. A total of 586 vehicle parking spaces
c. A total of 262 loading spaces
d. A total of 232 trailer storage spaces
e. A total of 28 bicycle parking spaces
f. One proposed freestanding sign at the south-east corner of Lot 1
g. Access to site is provided via one full movement driveway on Selvitz Road
h. Dry detention stormwater management areas
i. Wet detention stormwater management areas
j. Westland Conservation Easement
k. Private lift station providing sewer service with a direct connection to the City's force main.
l. No potential hazards, problems or public nuisances are foreseen to be generated due to the proposed development. Additional proposed site features for site design security measures are as follows:

1. Natural Surveillance: the proposed Project consists of a well-lit public outdoor area including parking areas and pedestrian walkways.
2. Natural Access Control: the proposed Project design has clear visibility maintained from the building to the street, parking areas, outdoor display areas, pedestrian walkways and passing vehicles.
3. Territorial Reinforcement: The proposed design for the Project includes landscaping to distinguish the project site as private property.

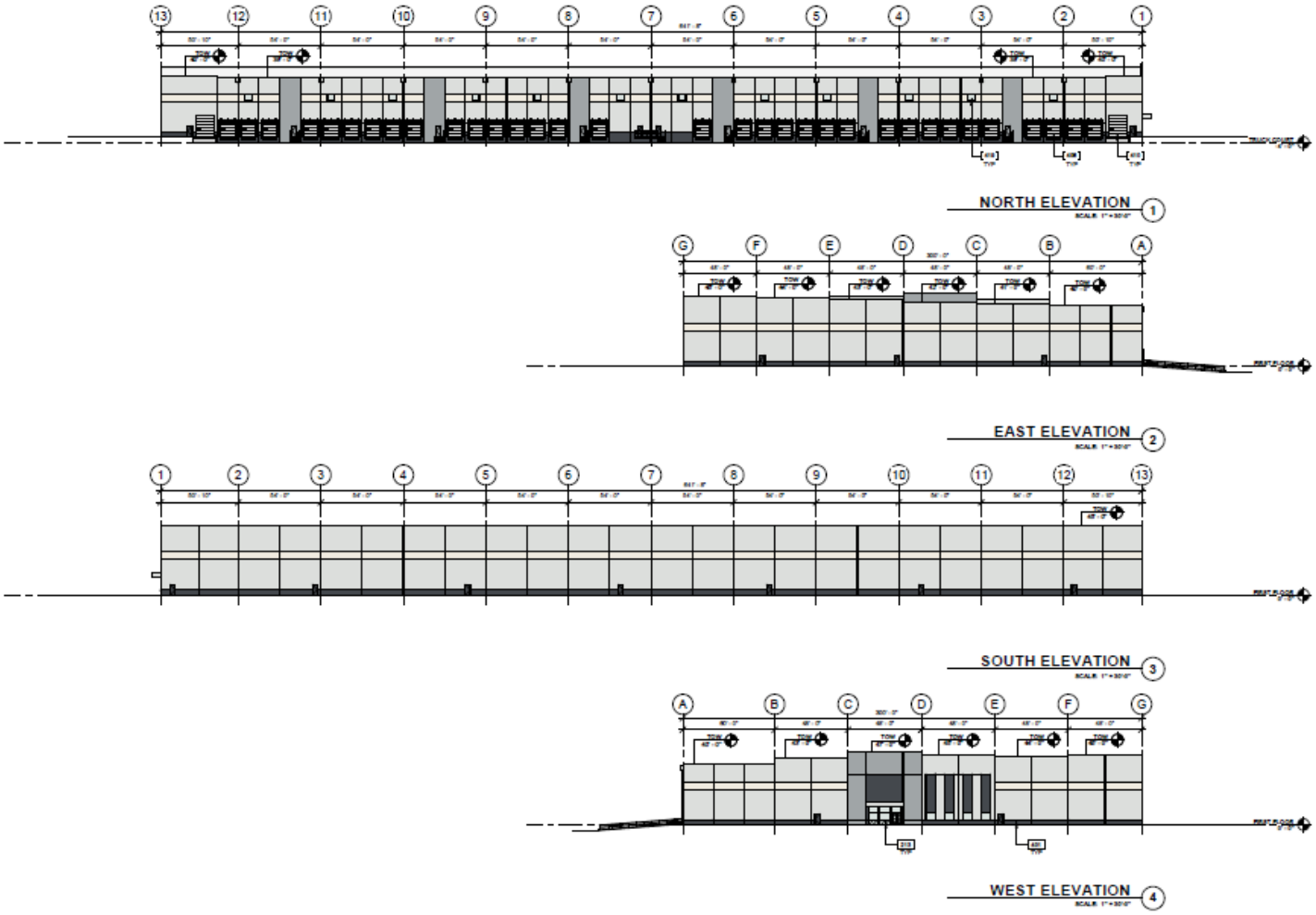
<u>Parking Requirements</u>

The parking requirement is based upon the current ITE standard that sets forth an average peak parking demand of 0.39 vehicles per 1,000 SF of gross floor area (GFA). This equates to a demand of 474 parking spaces. The applicant is providing 586 parking spaces. Additionally, 28 bicycle parking spaces will be available onsite.

<u>Traffic Analysis</u>

A Traffic Study was conducted that conclude 224 net new AM peak hour trips and 235 net new PM peak hour trips. Additionally, all links and intersections were evaluated and concluded that they will operate at acceptable levels of service with the existing and committed roadway network with the exception of Midway Road between East Torino and west of Selvitz. This is a backlogged link with long term cost feasible improvements. Therefore, the project meets the requirements for concurrency.

Design Review (Architecture)
Pursuant to City Code Section 125-314, Design Review, the applicant has provided architectural renderings of the proposed warehouse buildings. The paint color scheme proposed is a base color of white with accent colors to include shell white, light and dark grey.



Technical Review Committee
All affected departments have reviewed the proposed Site Plan (Development Review and Design Review) with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation
The Planning Board, at their April 11th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation

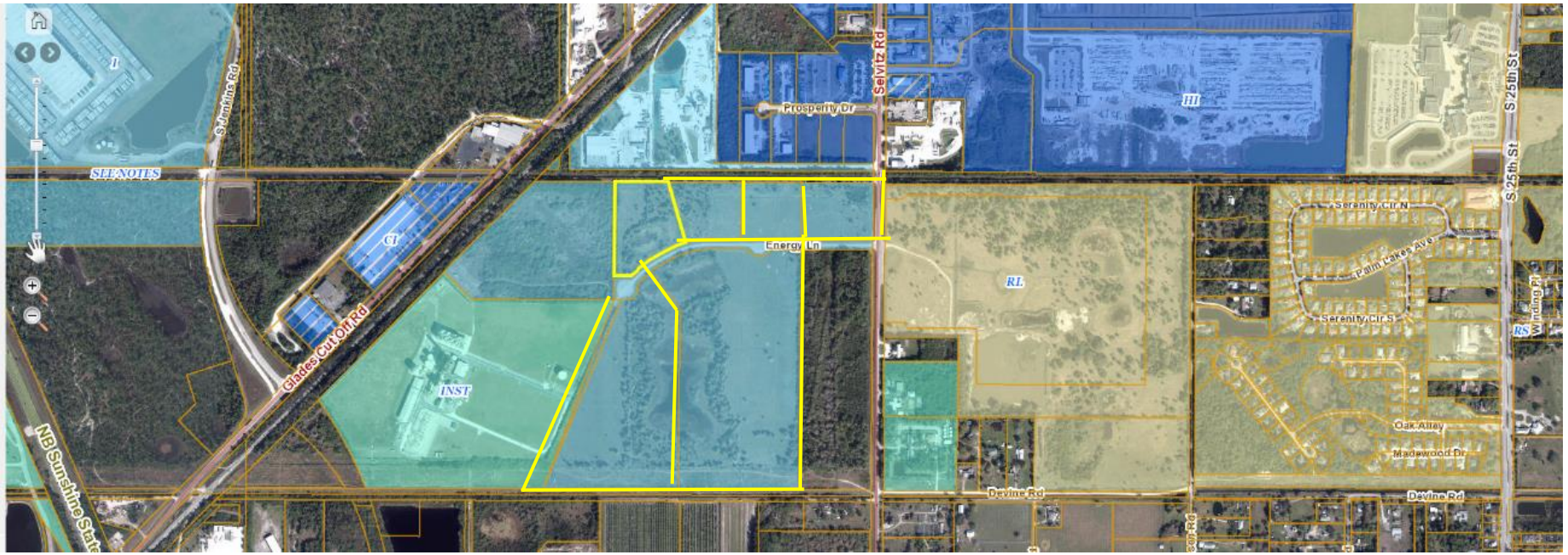
The proposed Site Plan (Development Review and Design Review) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan and does not appear to adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends APPROVAL of the requested application with the following conditions:

1. Pursuant to City Code Section 123-66.(d) -Tree protection and mitigation, a final Tree Mitigation Plan shall be approved by staff prior to the issuance of a Building Permit.

2. A certified letter of completion by a landscape architect and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

3. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be conducted before the issuance of a Building Permit.

FUTURE LAND USE MAP



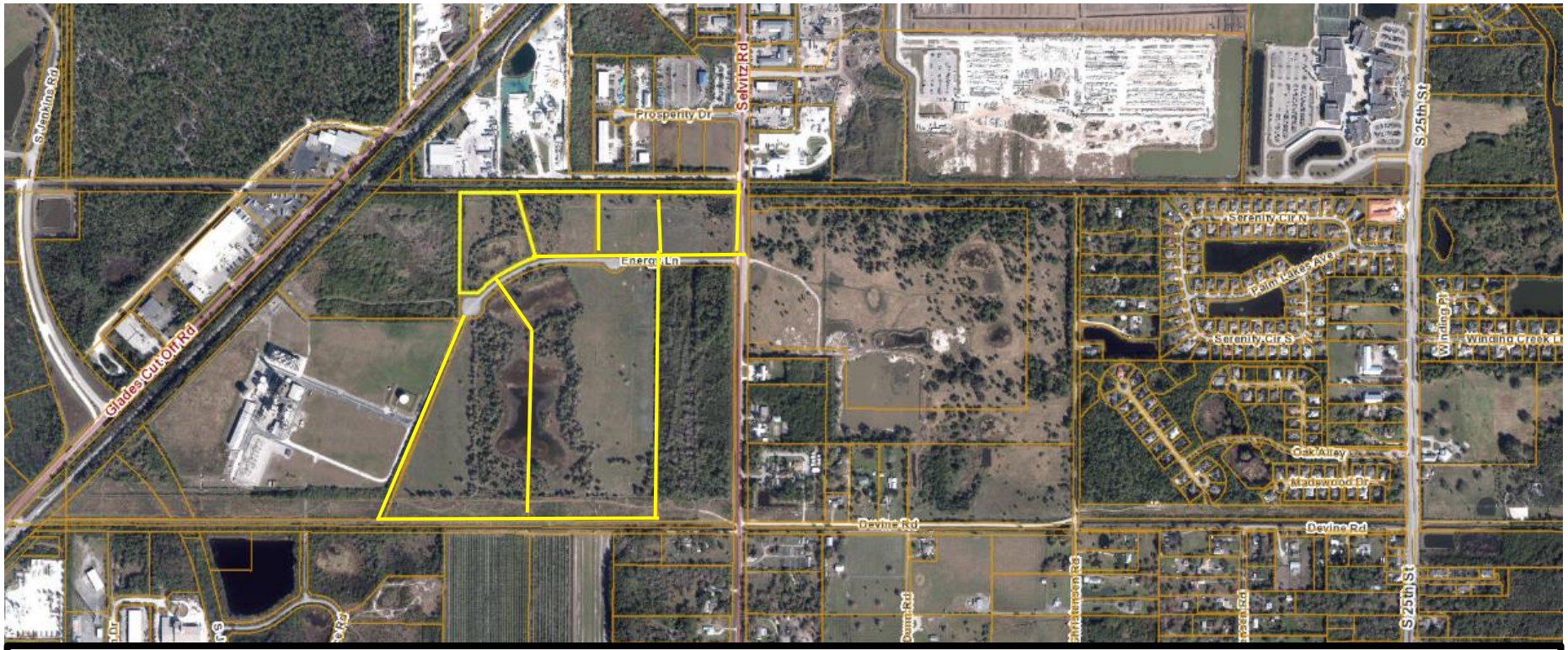
Fort Pierce Commerce Center

2431-800-0002-000-0
2431-800-0003-000-7
2431-800-0004-000-4
2431-800-0005-000-1
2431-800-0007-000-5
2431-800-0006-000-8

THE SUNRISE CITY FORT PIERCE Florida

N W E S

LOCATION MAP



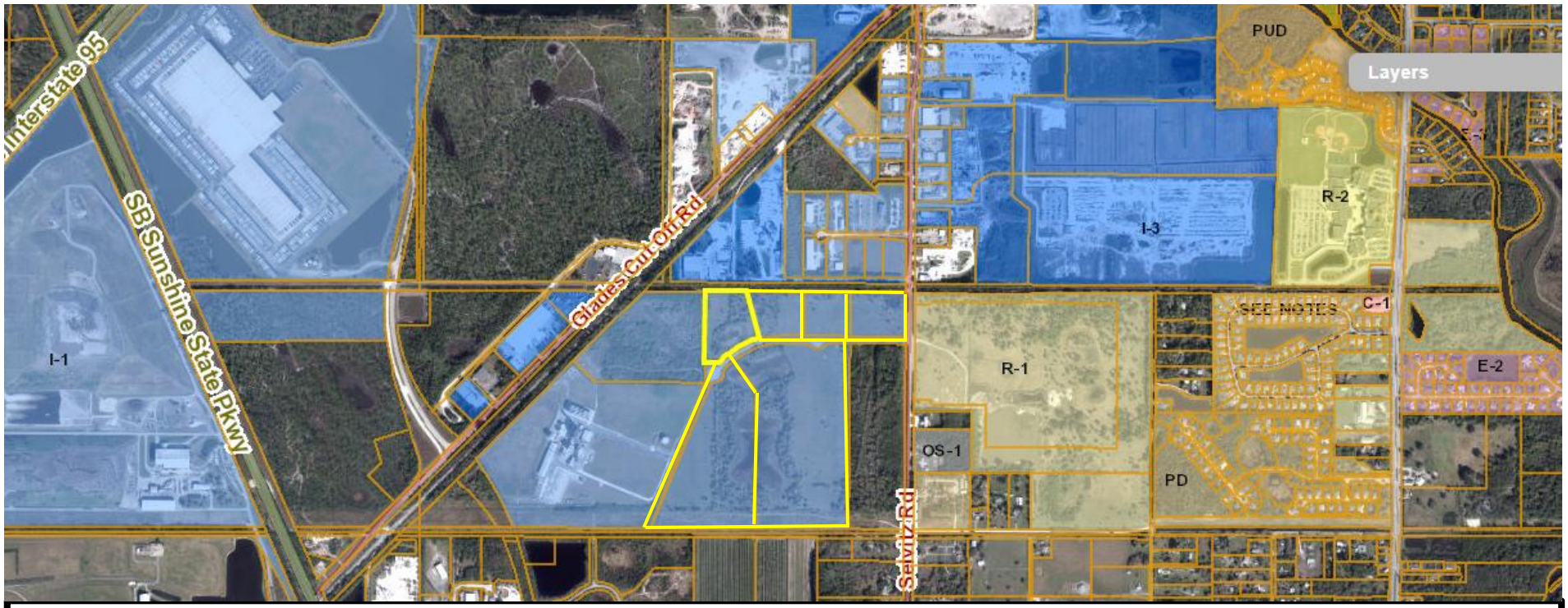
Fort Pierce Commerce Center

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2431-800-0006-000-8

THE SUNRISE CITY
FORT PIERCE
Florida

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ZONING MAP



Fort Pierce Commerce Center

2431-800-0002-000-0
2431-800-0003-000-7
2431-800-0004-000-4
2431-800-0005-000-1
2431-800-0007-000-5
2431-800-0006-000-8

THE SUNRISE CITY FORT PIERCE Florida

N W E S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

January 20, 2022 added Engineering comments 1-27-2022

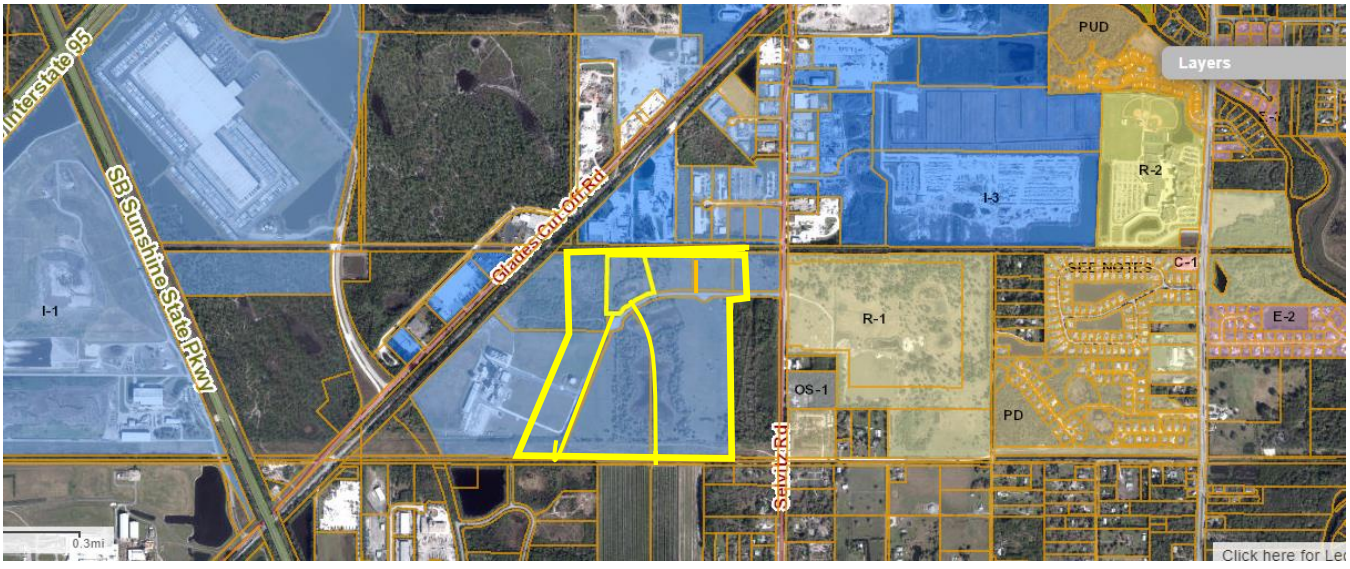
Michael Miles, Dynamic Engineering Consultants PC
100 NE 5th Avenue, Suite B-2
Delray Beach, FL, 33438

Subject: **Technical Review Committee (TRC)- Site Pan (Development and Design Review)**
Fort Pierce Commerce Center - At or near Energy Lane
PCN(s): 2431-800-0002-000-0
2431-800-0003-000-7
2431-800-0004-000-4
2431-800-0005-000-1
2431-800-0007-000-5
2431-800-0006-000-8

Dear Michael,

Below please find a summary of the preliminary comments for the City of Fort Pierce TRC meeting:

Pursuant to City Code Sections, 215-313 and 215-314, the subject application is a request for Site Plan (Development and Design Review) to develop 1.25 million square feet of warehouse use on six (6) lots that total approximately 108.78-acres generally located on Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road. The property currently has a Future Land Use designation of Industrial with a compatible zoning classification of Light Industrial Zone (IL). To the immediate north, south, east, and west, are light industrial zoned properties. However, residential development is in close proximity.



The purpose of the Light Industrial Zoning district (IL) is to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable

manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

Fort Pierce Planning Department

1. Please provide a justification statement for the requested use that includes a description of daily work activity as this area is adjacent to residential and the truck activity will be exorbitant.

2. The Code does not call out flex space, please define the flex space proposed.

3. Please confirm walkways are providing around the wetland/conservation areas.

4. Littoral plantings will be required.

5. Please provide the anticipated trunk route as surrounding residential development will be affected. Attention to this detail is required.

6. Please consider providing an area for employs to gather outside surrounding the wetlands that is covered.

7. Will this project be developed in one or multiple phases?

8. Please remove the location of monument signs on the site plan. Signage will be reviewed and approved in a separate application.

9. A Unity of Title and Lot Combination will be required.

10. Colored architectural renderings are required prior to moving past the TRC review.

11. Landscaping will be key to the compatibility with the surrounding area and the overall appearance of the property.

12. Please schedule a site visit with Planning staff and the Tree Arborist.

13. Please note, the following conditions are standard and will be noted on the staff report:
    a. Pursuant to City Code Section 123-66.(d) -Tree protection and mitigation, a final Tree Mitigation Plan shall be approved by staff prior to the issuance of a Building Permit.

    b. A certified letter of completion by a landscape architect and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

14. Further comments may be provided at the TRC meeting.

Fort Pierce Engineering Department
See attached

Fort Pierce Code Enforcement Division
See attached. No Comments

Fort Pierce Building Department
See attached

Fort Pierce Tree Arborist

- Tree survey and mitigation looks good.
- Preserved areas and transplanted tree require tree protection barriers.
- Landscape buffer and existing trees to be saved need to be inspected prior to starting the project.

Fort Pierce Police Department
See below and attached

Included in the packet submittal (packet # 2, pages 73 – 91) are renderings of the Kings Highway Business Center. After conferring with this projects' planner Mr. V. Gilmore, it is my understanding those renderings are to simulate proposed building designs for this project. Therefore, I shall echo the same comments I submitted in May 2021 for the Kings Highway Business Park, found below in italics.

> *In the schematic renderings of the proposed development and construction of the two warehouse buildings, I observed what was labeled "screen wall" on the rendering that depicts the rear, loading docks area of the warehouse. From the design rendering, it appears that the "screen wall" is constructed by erecting nine (9) solid panels with a lighting gap between each piece. I am presuming that the reason for the screen wall is to shield the comparatively unsightly "business end" of the warehouse and maybe also to allow for some sound deadening. That, in and of its own is a great addition to the project. However, if practical, please consider a more transparent or opaque design to minimize any possibility of concealment of persons. A more transparent or opaque design also allows for better "natural surveillance" which aides in reduction of potential crime or undesired behaviors and activity.*

Fort Pierce Utility Authority (FPUA)

FPUA W/WW Engineering: Concept approved.
Water and wastewater services are available to serve the subject properties. To connect to these services please submit Utility Plan (2 complete sets) along with a completed plan review and commercial service application to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page on the FPUA website for important steps to guide through the entire process including utility details and permit applications (see link). Details and Specifications can be found at W/WW Engineering Page. For any additional questions please contact Shane Ostrander sostrander@fpua.com.
FPUA Electric & Gas Engineering: Approved.
Electric - The property is not in the FPUA electric service area. Located in FPL service area.
Gas – Service is available to the site (From Selvitz Rd). Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service to the propose site). For more information and incentive available, please contact Billy Dupre. Attached below is a copy of the FPUA GIS map.

SLC Fire

1. ~~Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com~~ Received 01/05/2022
2. ~~Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.~~ Received 01/05/2022
3. ~~Please send the Fire District electronic plans for the site and buildings.~~ Received 01/05/2022

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

5. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

6. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".

7. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).

8. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.

9. Per the St. Lucie County Fire District Fire Prevention Code Resolution 647-17. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.

10. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirement s of the fire department.

11. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.

12. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.

13. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and

codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.

14. Minimum Size of Water Mains
    a. The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

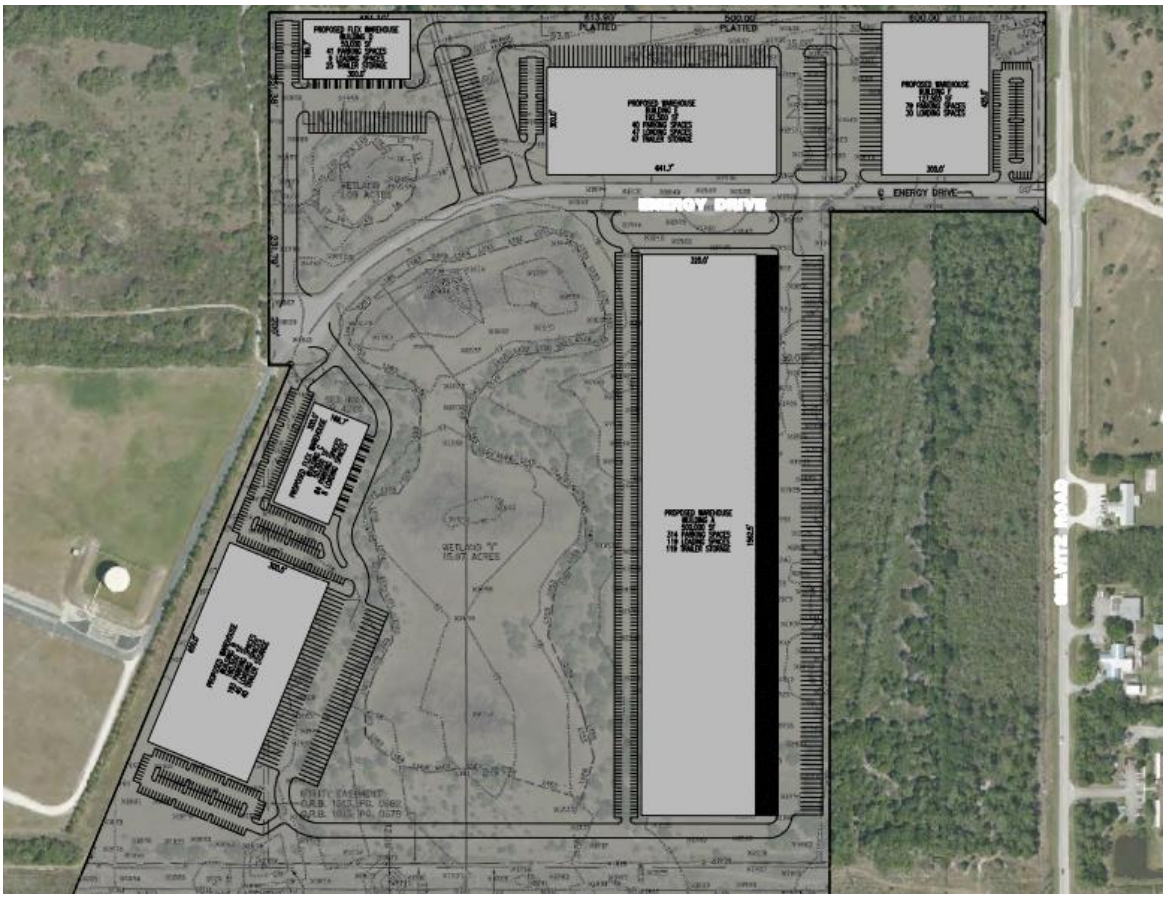
Florida DOT
Maybe forthcoming

SLC Planning
See below and attached

A third-party traffic review is requested for the proposed project to evaluate impacts to adjacent links and intersections, with emphasis at Glades Cut-off and Selvitz and Selvitz and Edwards.

Background: St. Lucie County has site plan history for this business park, with particular attention relating the wetland conservation areas and buffering. The County's Approved/Regulatory Plans for the site are enclosed for reference. The proposed plan does not detail the proposed stormwater plan for the new development or display any required/existing retention serving Energy Drive.

Simply a note: A prior site plan design explored the connection of Energy Drive to Post Office Road/South Jenkins, which does not appear feasible in the future with FMP's plant design.



SLC Public Works
See below and attached

The following comments are offered by SLC PW - Engineering:

1. Selvitz Road is identified on the County's Right-Of-Way Protection Plan. A ROW Dedication of 30 FT will be required along Selvitz Road.
2. A Traffic Report is required for review by the County's outside traffic consultant at the cost of the applicant. Please provide a traffic report directly to the County for review.
3. Selvitz Road is identified on the County's Greenways and Trails Master Plan. A 10 to 12 FT wide Multi-Use path will be required along the Selvitz Road frontage.
4. A permit for access and drainage outfall from the County prior to initiation of site improvements is required. Please remit a Site Development Permit application, an electronic set of plans and a minimum of one hard copy of all necessary plans and documents to the Engineering Division of the County. The application may be found on the County's website, Public Works Department link.
5. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org or David Hays at 772-462-1491, haysd@stlucieco.org.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 1.20.22
Property Address: Site Plan - Fort Pierce Commerce Center - At or near Energy Lane

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 7th 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:

Flex Space is Not defined in the FL Bldg Code. All areas of the Bldg shall be given a designation that matches the Appropriate Use & Occupancy per the F.B.C. & comply with the Fire Prevention Code

Building Official's or Representative's Signature _____ Date: 1/14/22

Jennifer Hofmeister

From: Peggy Arraiz
Sent: Tuesday, January 18, 2022 5:15 PM
To: Alicia Rosenthal
Cc: Jennifer Hofmeister; Vennis Gilmore
Subject: RE: New Item Added - TRC Comments Due for 1/20/22 City of Ft. Pierce TRC Meeting

Good afternoon,

Code Enforcement has reviewed all the items on the agenda and does not have any comments.

Best Regards,

Margaret M. (Peggy) Arraiz | Director of Community Response | City of Fort Pierce
Community Response Department
Code Enforcement * Animal Control * Parking Enforcement
Phone: 772.467.3148▪ Fax: 772.468.0457▪ 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

-----Original Appointment-----
From: Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Sent: Friday, January 07, 2022 3:25 PM
To: Alicia Rosenthal; Ben Balcer ; ChambersG@stlucieco.org; David Hays; Deborah Savrda; deklem; Diane Hobley-Burney; Dingy; djohnson; dspotts@fppd.org; Eric Meyer; FPUA; J Nentwick; Jacolby Washington; Jason Mittler; jcarnes@fpua.com; jcisneros@fpua.com; Kenny Norris; Keymail FPUA; Kori Benton; larry.hymowitz@dot.state.fl.us; lbianco@fpua.com; Leslie Olson; Linda Cox; Linda Pendarvis; Lydia Santiago (lsantiago@fpua.com); Marvin Sanders; Mike Reals; Paul Bertram; Paul Brege DOT; Paul Jakubczak; Paul Laguerre; Paul Langel; Paul Thomas; Peggy Arraiz; Peter Buchwald; R Ridle; ReedR@stlucieco.org; RevordJ@stlucieco.org; Sergeant Fasanello; Thierry Sydne; Tracy Telle; Venetia Barnes; Wayne Boyer
Cc: Planning Department; Julie Bye; Karen Murphy; Joshua Revord; Maria Lewicka; Jennifer Hofmeister
Subject: New Item Added - TRC Comments Due for 1/20/22 City of Ft. Pierce TRC Meeting
When: Tuesday, January 18, 2022 8:30 AM-9:00 AM (UTC-05:00) Eastern Time (US & Canada).
Where:

Please accept this invitation as a reminder that TRC Comments are due today for the Thursday, January 20, 2022, City of Ft. Pierce Technical Review Committee meeting. Please send comments to the respective planner. Thank you.

The meeting will be held in person or virtually via Microsoft TEAMS in the 2nd floor, **William Dannahower Conference Room at 10:00 AM.**

Click on the hyperlink below to go directly to the agenda on the public web site.

01/20/22 Technical Review Committee

The Microsoft TEAMS link is included on the TRC monthly calendar invite and is shown below.

Microsoft Teams meeting

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THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

January 20, 2022

Case # 21-07000030

Planner: Vennis Gilmore

Site Plan / Design Review / Capacity Analysis

Fort Pierce Commerce Center, Energy Lane, Fort Pierce, FL

Comments:

Included in the packet submittal (packet # 2, pages 73 – 91) are renderings of the Kings Highway Business Center. After conferring with this projects' planner Mr. V. Gilmore, it is my understanding those renderings are to simulate proposed building designs for this project. Therefore, I shall echo the same comments I submitted in May 2021 for the Kings Highway Business Park, found below in italics.

> *In the schematic renderings of the proposed development and construction of the two warehouse buildings, I observed what was labeled "screen wall" on the rendering that depicts the rear, loading docks area of the warehouse. From the design rendering, it appears that the "screen wall" is constructed by erecting nine (9) solid panels with a lighting gap between each piece. I am presuming that the reason for the screen wall is to shield the comparatively unsightly "business end" of the warehouse and maybe also to allow for some sound deadening. That, in and of its own is a great addition to the project. However, if practical, please consider a more transparent or opaque design to minimize any possibility of concealment of persons. A more transparent or opaque design also allows for better "natural surveillance" which aides in reduction of potential crime or undesired behaviors and activity.*

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600

Technical Review Committee Meeting

January 20, 2022

TECHNICAL REVIEW PROJECT # 21-07000030
Ft Pierce Commerce Center- Energy Lane
Comments

FPUA W/WW Engineering: Concept approved.

Water and wastewater services are available to serve the subject properties. To connect to these services please submit Utility Plan (2 complete sets) along with a completed plan review and commercial service application to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page on the FPUA website for important steps to guide through the entire process including utility details and permit applications (see link). Details and Specifications can be found at W/WW Engineering Page. For any additional questions please contact Shane Ostrander sostrander@fpua.com.

FPUA Electric & Gas Engineering: Approved.

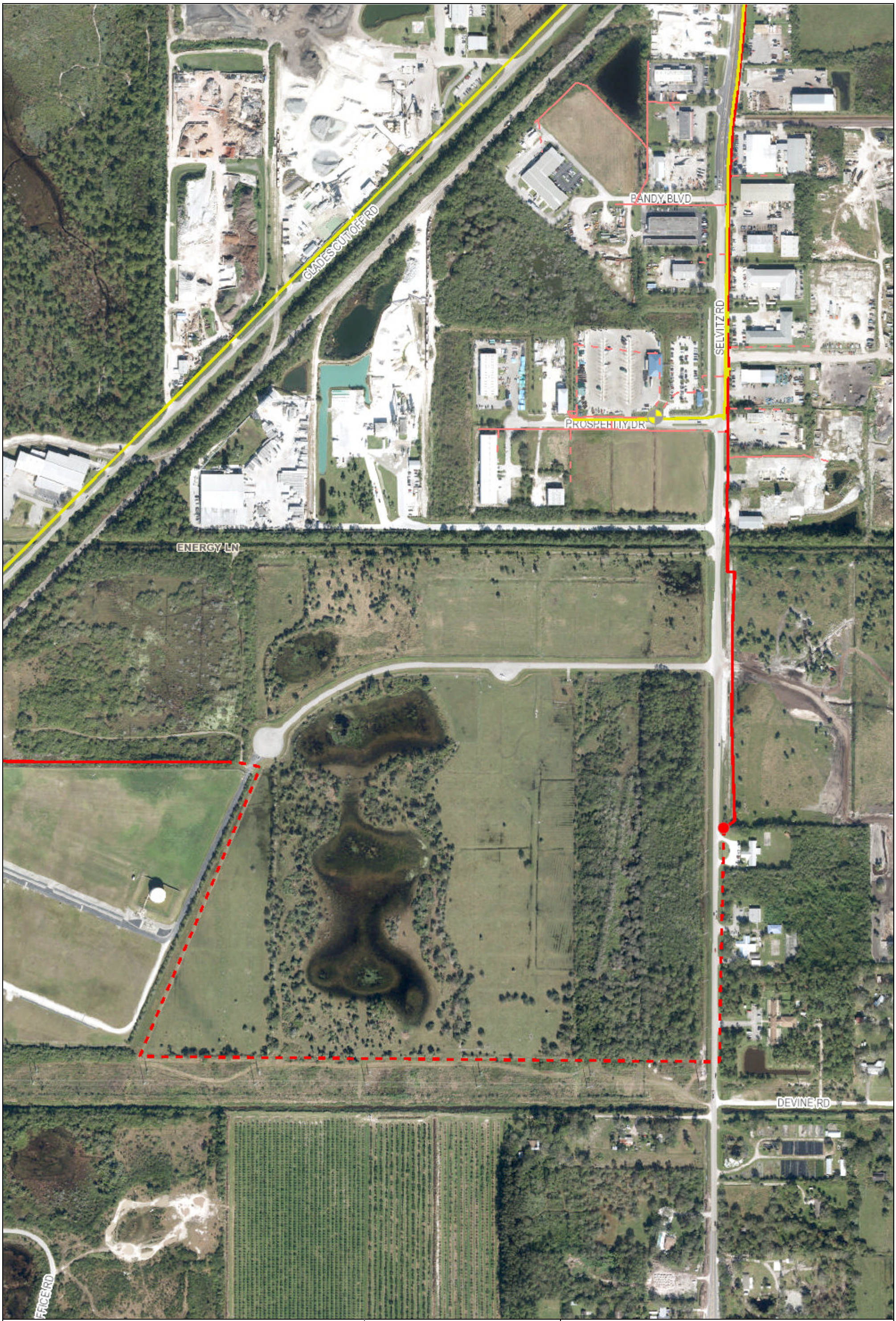
Electric - The property is not in the FPUA electric service area. Located in FPL service area.

Gas – Service is available to the site (From Selvitz Rd). Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service to the propose site). For more information and incentive available, please contact Billy Dupre. Attached below is a copy of the FPUA GIS map.



Billy Dupre
Business Development Representative
Gas Operations

1701 S. 37th Street, Fort Pierce, FL 34947
Bdupre@fpua.com
Office: (772)-466-1600 Ext.4705



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main

- Pole
- Fuse

Transformers

- Overhead
- Pad Mount

Valves

- Gas
- Water
- Raw Water
- Waste Water

- Fire Hydrant
- Well
- PS Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 12/28/2020

FPUA COMMUNITY PROUD

N

1 inch = 455 feet

FPUA Web Map

Created By:
FPUA

(772) 466-1600
FAX (772) 461-1938

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Ft. Pierce Commerce Center

REVIEW DATE: 1/5/2022

PLANNER: MICHAEL MILES

REVIEWED BY: Captain Wayne Boyer, Lieutenant Salomon Rincon

Site Plan Approved: _____

Site Plan Approved with conditions: ___X____

Site Plan Approval withheld pending written acknowledgement of conditions: _____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com**~~ **Received 01/05/2022**
2. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**~~ **Received 01/05/2022**
3. ~~**Please send the Fire District electronic plans for the site and buildings.**~~ **Received 01/05/2022**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

5. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

6. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**

7. **Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).**

8. **Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.**

9. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 647-17. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.**

10. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirement s of the fire department.**

11. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**

12. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

13. **Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.**

14. **Minimum Size of Water Mains**
    a. The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

Selvitz Road Widening
from Glades Cut Off Road to Edwards Road

County Project Number: 19107

January 2022

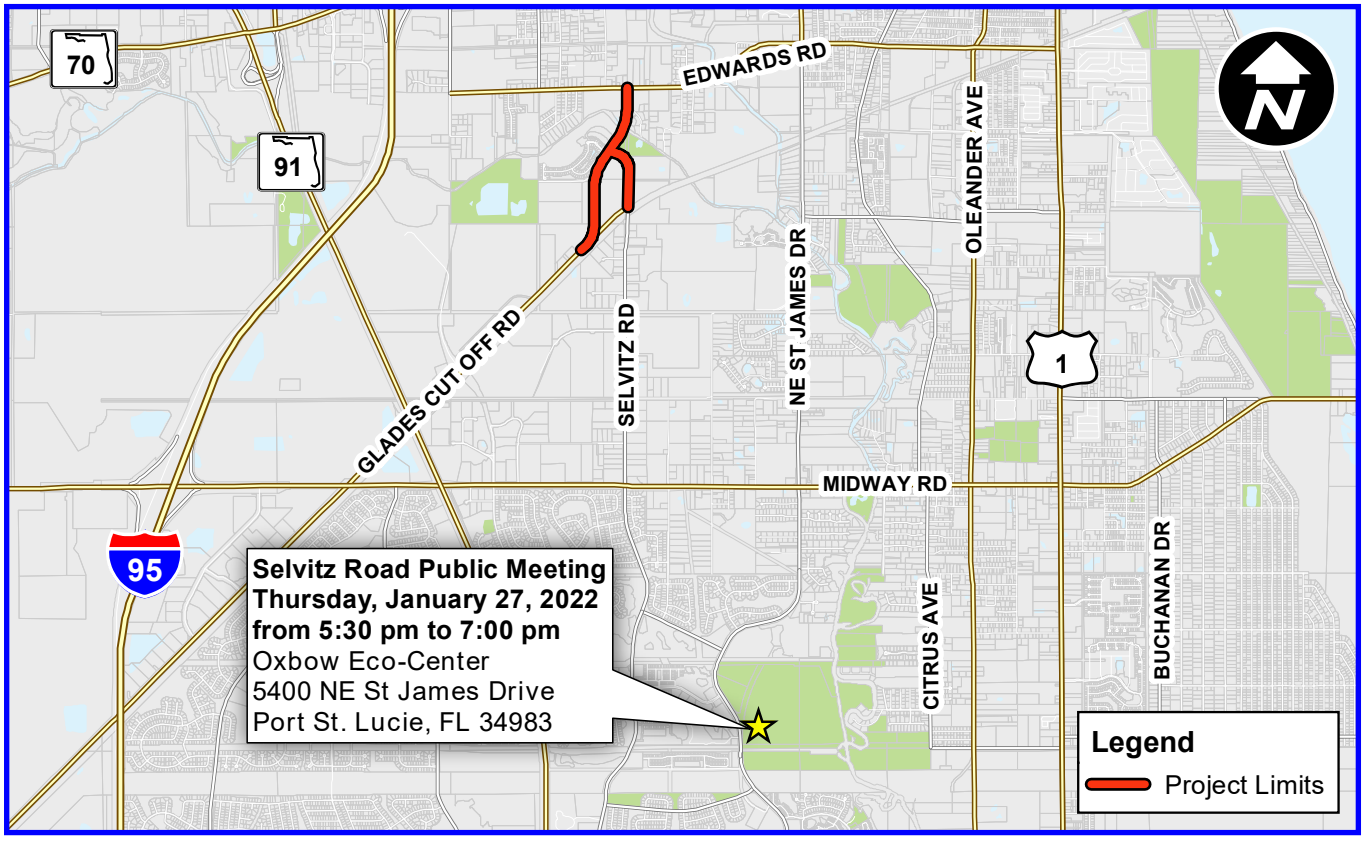
St. Lucie County Board of County Commissioners invites you to a Public Information Meeting to learn about the proposed widening for Selvtiz Road from Glades Cut Off Road to Edwards Road in St. Lucie County, Florida. The purpose of this project is to widen Selvitz Road to improve capacity, safety, and accommodate additional users. The proposed typical section consists of a four-lane urban roadway with buffered bike lanes, a 12-foot shared use path on the east and a six-foot sidewalk on the west.

The Public Information Meeting will be held **Thursday, January 27, 2022 from 5:30 pm to 7:00 pm** at the **Oxbow Eco-Center, 5400 NE St James Drive, Port St. Lucie, FL 34983**. The meeting will have an open house format and staff will be available to answer questions and provide assistance at any time during the meeting. If you require further information, please contact the Project Manager using the information provided below:

Contact Information

Selena Griffett, P.E.
St. Lucie County Board of County Commissioners
Engineering Division
2300 Virginia Ave.
Fort Pierce, FL 34982

Phone: (772) 462-2153
Email: griffetts@stlucieco.org



Selvitz Road Widening
from Glades Cut Off Road to Edwards Road

County Project Number: 19107

January 2022

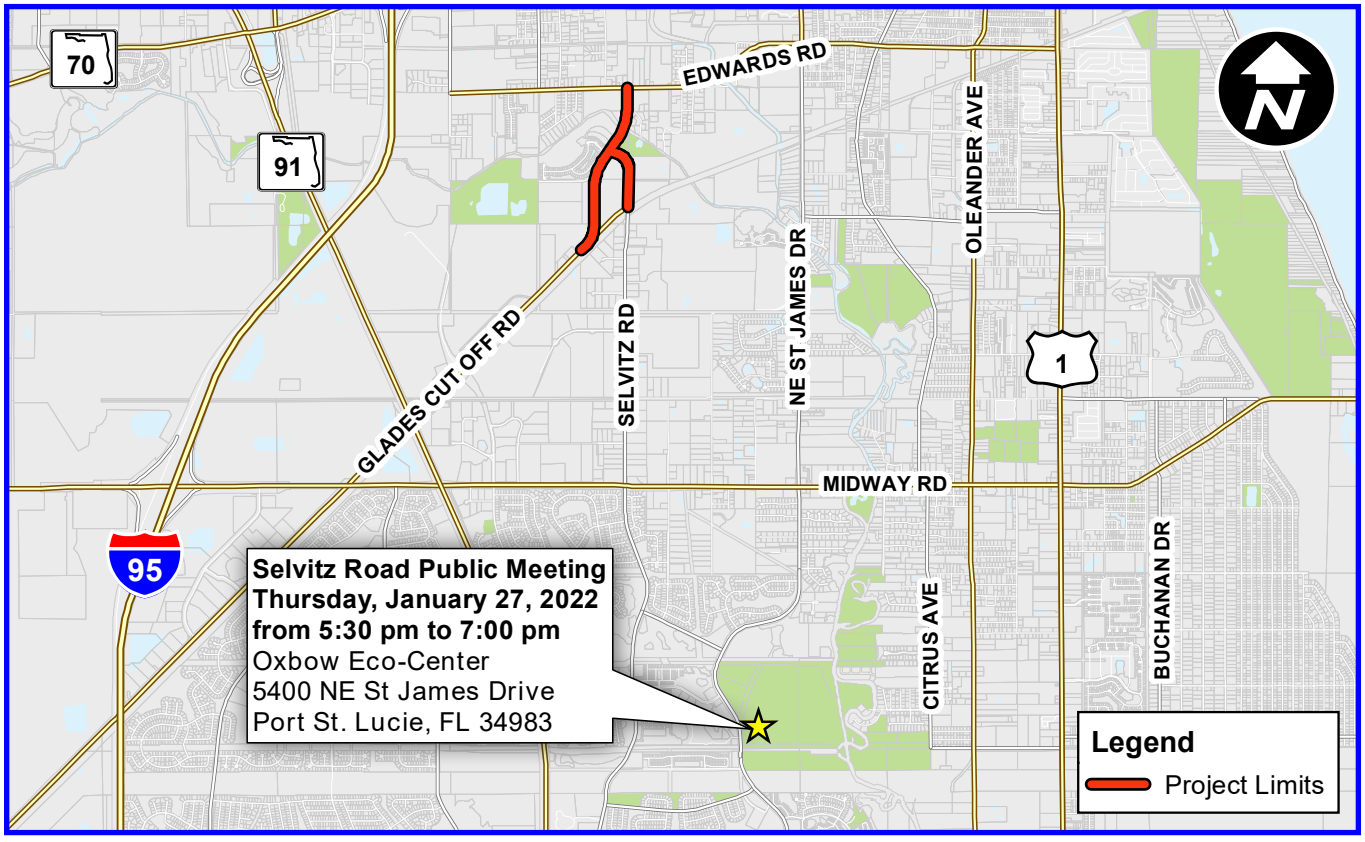
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2300 Virginia Ave.
Fort Pierce, FL 34982

Phone: (772) 462-2153
Email: griffetts@stlucieco.org



Jennifer Hofmeister

From: Kori Benton <bentonk@stlucieco.org>
Sent: Thursday, January 20, 2022 12:03 AM
To: Alicia Rosenthal; Vennis Gilmore; Jennifer Hofmeister
Subject: RE: New Item Added - TRC Comments Due for 1/20/22 City of Ft. Pierce TRC Meeting

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

1/20* Meeting.

From: Kori Benton
Sent: Thursday, January 20, 2022 12:03 AM
To: 'Alicia Rosenthal' <arosenthal@cityoffortpierce.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>; Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>
Subject: RE: New Item Added - TRC Comments Due for 1/20/22 City of Ft. Pierce TRC Meeting

Good evening,

The following comments are provided in review of the TRC Agenda Packet for the 1/21 meeting.

1. **New Business:**

a. Future Land Use, Rezoning, Planned Development and Site Plan - Savannah Preserve - 2426-333-0015-000-5 *Click*

SLC Planning Comments: Staff is awaiting the updated Traffic Impact Report (post meeting with the applicant

b. Site Plan and Conditional Use - Renaissance Business Park - 4100 Okeechobee Road *Click to View*

• The proposal includes petitions for Conditional Use allowance (not a rezoning) for a broad set of uses without highli
service/last mile distribution hub with concentrated vehicular trips), intersection LOS, hours of operation, limitations of

The following uses proposed should have greater specificity within a "Conditional Use" request to consider po
adjacent properties.

• light industrial/manufacturing
Warehouse and Freight
• Social Service Institution
• Antenna Support Structure

The applicant is encouraged to continue landscape buffering along the entirety of the road rights-of

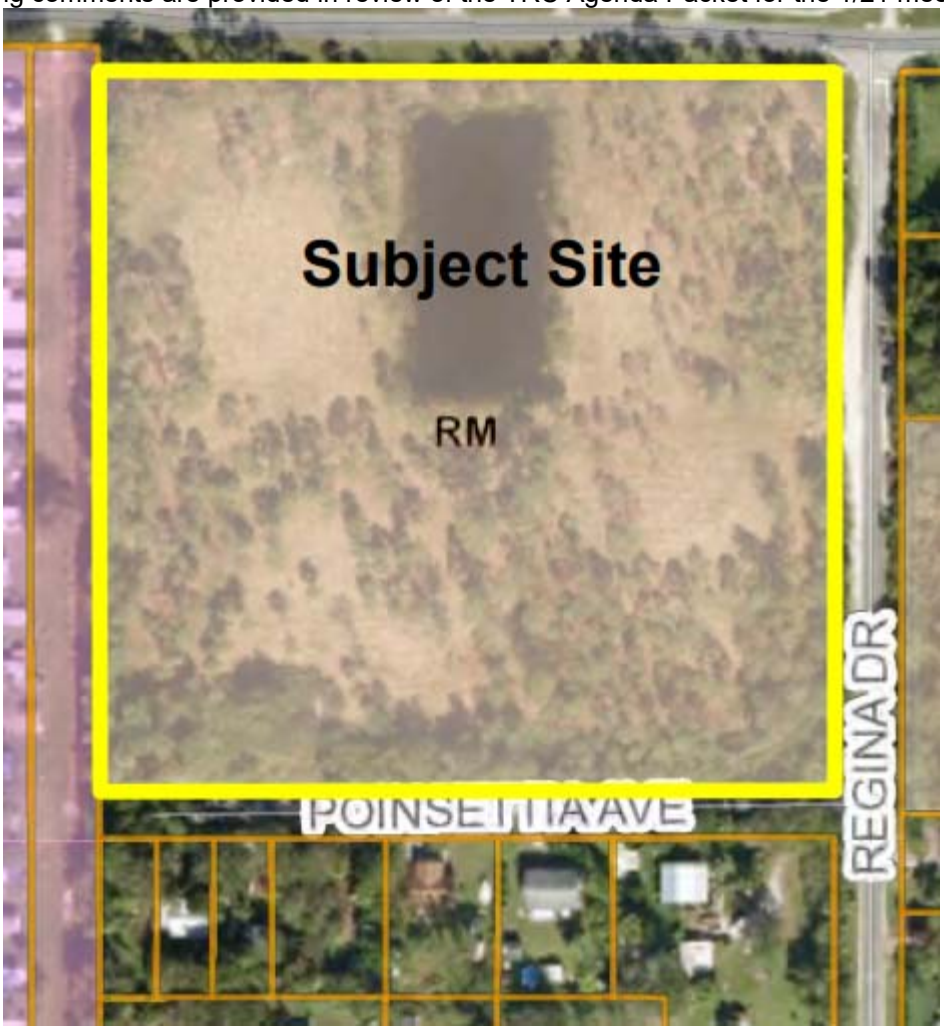
c. Site Plan and Conditional Use - Ballarena Townhomes - 4701 Regina Drive *Click to View*

The applicant is encouraged to preserve native trees within the PUD plan, while providing greater buffering/physical s
coordinate with St. Lucie County Public Works regarding any right-of-way requests, or sidewalk requirements/proposa

With the proposed development, and increased infill along Weather Road, the City is encouraged to consider low leve

Good evening,

The following comments are provided in review of the TRC Agenda Packet for the 1/21 meeting.



d. Site Plan and Conditional Use – Fort Pierce Storage Facility – 2415-602-0002-000-2 - At or near the NE Corner of US

As the subject site was previously impacted/developed, is the City requiring full mitigation of impacts to remaining feasible, providing foundational plantings adjacent to the structure and shade trees adjacent to 3rd Street/sidewalk

Advisory note: With recent development adjacent to 3rd Street, it appears increased stormwater run-off may be m

e. Site Plan and Conditional Use – U-Haul – 3602 S. US Highway 1 (Resubmittal) *Click to View*

The attention to detail/architectural features along the US 1 corridor is noted. The applicant is encouraged to provide the façade/pocket landscape inserts exhibited.

f. Site Plan and Conditional Use - Flagship Self Storage - St. James and US Highway 1 *Click to View*

The applicant is encouraged to provide foundational plantings along the façade expanse.

g. Site Plan - Fort Pierce Commerce Center - At or near Energy Lane *Click to View*

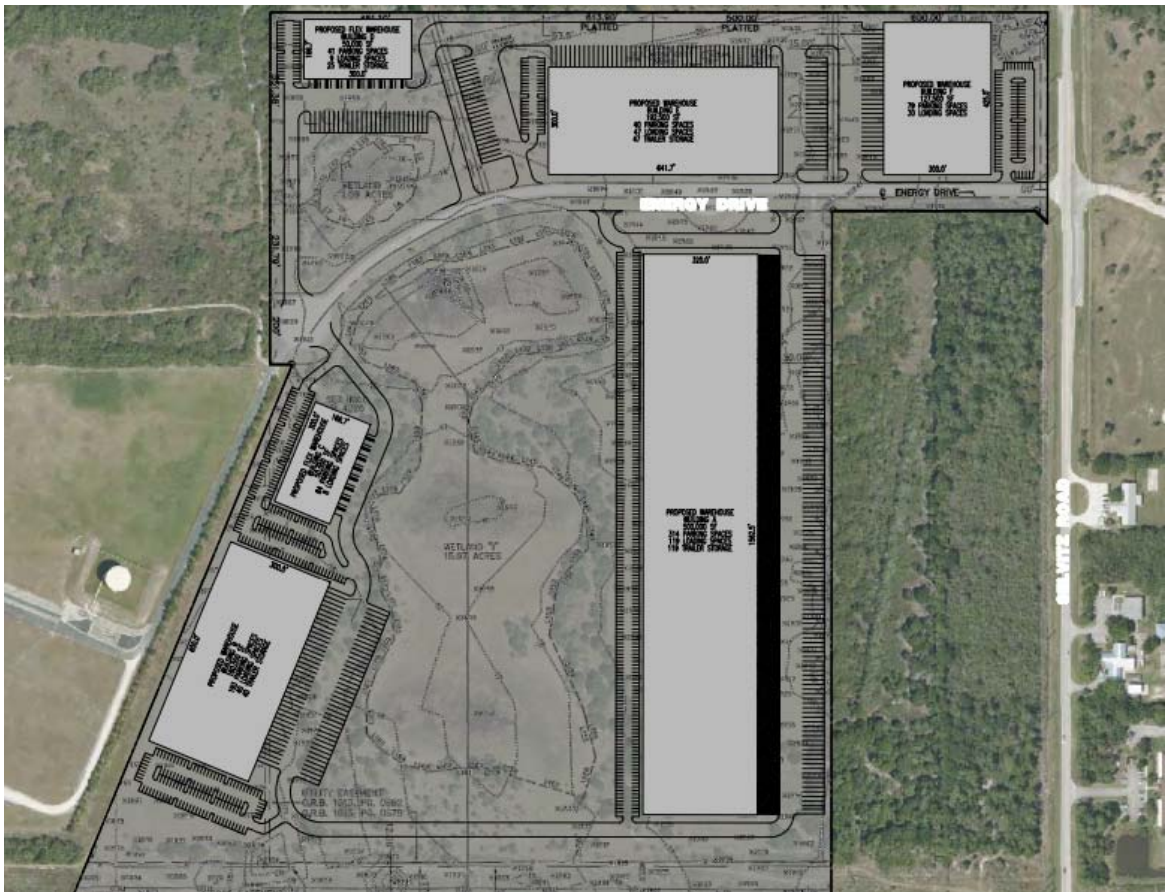
A third-party traffic review is requested for the proposed project to evaluate impacts to adjacent links and intersections

Background: St. Lucie County has site plan history for this business park, with particular attention relating the wetland enclosed for reference. The proposed plan does not detail the proposed stormwater plan for the new development, or

Good evening,

The following comments are provided in review of the TRC Agenda Packet for the 1/21 meeting.

Simply a note: A prior site plan design explored the connection of Energy Drive to Post Office Road/South Jenkins, w



h. Site Plan - Kieran Casey - 3621 US Highway 1 *Click to View*
No comments.

i. Site Plan - ABS Gas & Go - 3810 S. US Highway 1 *Click to View*

The applicant is encouraged to integrate foundational plantings along the building facades. Additional buffering (poter
plan does not demonstrate the potential spill-over to adjacent land uses as reading detail terminates at the landscape



j. Variances - Chris Sante - 601 Hernando Street *Click to View*
No comments.

-----Original Appointment-----
From: Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Sent: Friday, January 7, 2022 3:25 PM
To: Alicia Rosenthal; Ben Balcer ; ChambersG@stlucieco.org; David Hays; Deborah Savrda; deklem; Diane Hobley-Burney; Dingy; djohnson; dspotts@fppd.org; Eric Meyer; FPUA; J Nentwick; Jacolby Washington; Jason Mittler; jcarnes@fpua.com; jcisneros@fpua.com; Kenny Norris; Keymail FPUA; Kori Benton; larry.hymowitz@dot.state.fl.us; lbianco@fpua.com; Leslie Olson; Linda Cox; Linda Pendarvis; Lydia Santiago (lsantiago@fpua.com); Marvin Sanders; Mike Reals; Paul Bertram; Paul Brege DOT; Paul Jakubczak; Paul Laguerre; Paul Langel; Paul Thomas; Peggy Arraiz; Peter Buchwald; R Ridle; ReedR@stlucieco.org; RevordJ@stlucieco.org; Sergeant Fasanello; Thierry Sydne; Tracy Telle; Venetia Barnes; Wayne Boyer
Cc: Planning Department; Julie Bye; Karen Murphy; Joshua Revord; Maria Lewicka; Jennifer Hofmeister
Subject: New Item Added - TRC Comments Due for 1/20/22 City of Ft. Pierce TRC Meeting
When: Tuesday, January 18, 2022 8:30 AM-9:00 AM (UTC-05:00) Eastern Time (US & Canada).
Where:

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01/20/22 Technical Review Committee

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Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

January 18, 2022

PROJECT: Fort Pierce Commerce Center

REF: TRC App. #

TO: Vennis Gilmore

FROM: Grant Chambers

The following comments are offered by SLC PW - Engineering:

1. Selvitz Road is identified on the County's Right-Of-Way Protection Plan. A ROW Dedication of 30 FT will be required along Selvitz Road.
2. A Traffic Report is required for review by the County's outside traffic consultant at the cost of the applicant. Please provide a traffic report directly to the County for review.
3. Selvitz Road is identified on the County's Greenways and Trails Master Plan. A 10 to 12 FT wide Multi-Use path will be required along the Selvitz Road frontage.
4. A permit for access and drainage outfall from the County prior to initiation of site improvements is required. Please remit a Site Development Permit application, an electronic set of plans and a minimum of one hard copy of all necessary plans and documents to the Engineering Division of the County. The application may be found on the County's website, Public Works Department link.
5. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org or David Hays at 772-462-1491, haysd@stlucieco.org.

Cc: Alicia Rosenthal

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Site Plan & Design Review – FP Commerce Center – Energy Lane
TRC No. 21-07000030

DATE : January 19, 2022

This is to advise you that we have completed the review of the following documents as received by this office on January 10, 2022:

- [x] Site Plan Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Building Construction Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Site Plan Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Site Plan C, reconfigure the proposed dry detention/retention area away from the Selvitz Road public right of way in accordance with the City of Fort Pierce Code of Ordinance Section 119-9.
2. Relocate any proposed trees from the limits of the dry detention/retention area bottom.

ADVISORY COMMENTS:

1. A permit shall be required to discharge to North Saint Lucie River Water Control District (NSLRWCD) Canals 101 and 102.
2. A South Florida Water Management District (SFWMD) permit modification shall be required.
3. The project shall have all State and Federal permits in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that wetlands are present on the site.
4. Saint Lucie County (SLC) shall advise for required sidewalks, turn lanes and any further roadway improvements in the Selvitz Road right of way.
5. A Unity of Title shall be required for the two parcels that the proposed Warehouse Building B is situated across.
6. The drainage plan was reviewed conceptually and will be reviewed in depth at time DPCR application.

JRA/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

DYNAMIC
ENGINEERING EARTH SURVEY TRAFFIC

Dynamic Engineering Consultants, PC
100 NE 5th Avenue, Suite B2
Delray Beach, FL 33483
T. 561-921-8570

February 18th, 2022

City of Fort Pierce
Fort Pierce Planning Department
100 North U.S. 1
Fort Pierce, FL 34950
Attn: Jennifer Hofmeister-Drew

RE: Ft Pierce Commerce Center
Energy Lane Commerce Center
Ft Pierce, FL 34891
DEC # 3342-99-005
TRC #21-07000030

Dear Ms. Hofmeister-Drew,

On behalf of our client St. Lucie Commerce Center, LLC, the following contains our responses to the comments received for the above-mentioned project. The responses have been provided in bold for your reference:

Fort Pierce Planning Division

1. Please provide a justification statement for the requested use that includes a description of daily work activity as this area is adjacent to residential and the truck activity will be exorbitant.

   Response: A revised justification statement has been included on this resubmittal package. See Section F 'Typical Daily Work Activity for Industrial Buildings'.

2. The Code does not call out flex space, please define the flex space proposed.

   Response: Flex space is a smaller scale operation consistent with the other large-scale warehousing uses on the site. The flex spaces are anticipated to serve in the same way, with a combination of warehouse and office/retail space. They are smaller in scale as compared to the large-scale warehouse uses and can be divisible for smaller tenants that don't require such intense loading operations. Typically, these would have a lower interior clear height than the larger spaces due to the reduced loading requirements.

   Potential occupants would include local service businesses, auto shops, HVAC companies, cabinet makers, contractors, flooring companies, etc. Local trades would likely be the most interested tenants in this type of use. Per our initial discussions with St. Lucie County

Economic Development Council, this type of product is in demand within this area. Any of the local users are anticipated to be those permitted by right in the I-1 district.

3. Please confirm walkways are providing around the wetland/conservation areas.

   Response: Walkways around the conservation areas for the existing wetlands are not proposed. Per conversations with Jennifer Hoffmeister-Drew, Planning Department Director, the applicant is proposing seating areas in place of the suggested walkways. These picnic areas have views to the proposed detention areas to provide recreational spaces for employees.

4. Littoral plantings will be required.

   Response: Littoral plantings are proposed as required by the South Florida Water Management and will follow the City of Fort Pierce land development code requirements. See Sheet L1.09 Littoral Details.

5. Please provide the anticipated truck route as surrounding residential development will be affected. Attention to this detail is required.

   Response: See attached truck route exhibit.

6. Please consider providing an area for employs to gather outside surrounding the wetlands that is covered.

   Response: Per conversations with Jennifer Hoffmeister-Drew, Planning Department Director, the applicant is proposing seating areas with view to the proposed detention areas to provide recreational spaces for employees.

7. Will this project be developed in one or multiple phases?

   Response: The applicant's intent is to develop the project's infrastructure in one phase and to develop each building as tenants are contracted.

8. Please remove the location of monument signs on the site plan. Signage will be reviewed and approved in a separate application.

   Response: The location of monument signs on the site plan have been removed and will be submitted for permit on a separate application.

9. A Unity of Title and Lot Combination will be required.

   Response: Acknowledged.

10. Colored architectural renderings are required prior to moving past the TRC review.

    Response: See attached architectural colored elevations for all buildings as requested.

11. Landscaping will be key to the compatibility with the surrounding area and the overall appearance

    Response: Acknowledged.

12. Please schedule a site visit with Planning staff and the Tree Arborist.

    Response: A site visit was held with Planning staff and Tree Arborist on Wednesday February 2nd, 2022.

13. Please note, the following conditions are standard and will be noted on the staff report:

    a. Pursuant to City Code Section 123-66.(d) -Tree protection and mitigation, a final Tree Mitigation Plan shall be approved by staff prior to the issuance of a Building Permit.

    b. A certified letter of completion by a landscape architect and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate

    Response: Acknowledged.

14. Further comments may be provided at the TRC meeting.

    Response: Acknowledged, no further comments were provided at TRC meeting.

Fort Pierce Building Department

1. Any construction will need to meet the requirements of the Florida Building Code 7t Edition.

   Response: Acknowledged.

2. Building Permit required

   Response: Acknowledged.

3. Signed and sealed construction drawings required

   Response: Acknowledged.

4. Will need to meet with Fire Code

   Response: Acknowledged.

5. Other

   Response: Acknowledged.

6. Flex Space is not defined in the FL Bldg Code. All areas of the Bldg shall be given a designation that matches the appropriate Use & Occupancy per the F.B. E. and comply with the Fire Prevention Code.

   Response: Flex space is a smaller scale operation consistent with the other large-scale warehousing uses on the site. The flex spaces are anticipated to serve in the same way, with a combination of warehouse and office/retail space. They are smaller in scale as compared to the large-scale warehouse uses and can be divisible for smaller tenants that don't require such intense loading operations. Typically, these would have a lower interior clear height than the larger spaces due to the reduced loading requirements.

   Potential occupants would include local service businesses, auto shops, HVAC companies, cabinet makers, contractors, flooring companies, etc. Local trades would likely be the most interested tenants in this type of use. Per our initial discussions with St. Lucie County Economic Development Council, this type of product is in demand within this area. Any of the local users are anticipated to be those permitted by right in the I-1 district.

Fort Pierce Code Enforcement Division

No comments.

Response: Acknowledged.

Fort Pierce Tree Arborist

1. Tree survey and mitigation looks good.

   Response: Acknowledged.

2. Preserve areas and transplanted tree require tree protection barriers.

   Response: This note was added to the Tree Disposition Plan sheet T1.00.

3. Landscape buffer and existing trees to be saved need to be inspected prior to starting the project.

   Response: This note was added to the Tree Disposition Plan sheet T1.00.

Fort Pierce Police Department

1. Included in the packet submittal (packet # 2, pages 73 – 91) are renderings of the Kings Highway Business Center. After conferring with this projects' planner Mr. V. Gilmore, it is my understanding those renderings are to simulate proposed building designs for this project. Therefore, I shall echo the same comments I submitted in May 2021 for the Kings Highway Business Park, found below in italics.

   In the schematic renderings of the proposed development and construction of the two warehouse buildings, I observed what was labeled "screen wall" on the rendering that

depicts the rear, loading docks area of the warehouse. From the design rendering, it appears that the "screen wall" is constructed by erecting nine (9) solid panels with a lighting gap between each piece. I am presuming that the reason for the screen wall is to shield the comparatively unsightly "business end" of the warehouse and maybe also to allow for some sound deadening. That, in and of its own is a great addition to the project. However, if practical, please consider a more transparent or opaque design to minimize any possibility of concealment of persons. A more transparent or opaque design also allows for better "natural surveillance" which aides in reduction of potential crime or undesired behaviors and activity.

Response: This comment was deemed non-applicable to the Fort Pierce Commerce Center project during the TRC meeting held on January 20th, 2022, as the applicant is not proposing solid panels.

Fort Pierce Utility Authority (FPUA)

1. FPUA W/WW Engineering: Concept approved.

   Response: Acknowledged.

2. Water and wastewater services are available to serve the subject properties. To connect to these services please submit Utility Plan (2 complete sets) along with a completed plan review and commercial service application to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page on the FPUA website for important steps to guide through the entire process including utility details and permit applications (see link). Details and Specifications can be found at W/WW Engineering Page. For any additional questions please contact Shane Ostrander sostrander@fpua.com.

   Response: Acknowledged.

Fort Pierce Electric & Gas

1. FPUA Electric & Gas Engineering: Approved.

   Response: Acknowledged.

2. Electric - The property is not in the FPUA electric service area. Located in FPL service area.

   Response: Acknowledged.

3. Gas – Service is available to the site (From Selvitz Rd). Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service to the propose site). For more information and incentive available, please contact Billy Dupre. Attached below is a copy of the FPUA GIS map.

   Response: Acknowledged.

Florida DOT

Maybe forthcoming

SLC Planning

1. A third-party traffic review is requested for the proposed project to evaluate impacts to adjacent links and intersections, with emphasis at Glades Cut-off and Selvitz and Selvitz and Edwards.

   Response: Acknowledged, traffic review was submitted for on January 26th, 2022. Comments were received on February 11, 2022 see SLC Traffic Review section of this document.

2. Background: St. Lucie County has site plan history for this business park, with particular attention relating the wetland conservation areas and buffering. The County's Approved/Regulatory Plans for the site are enclosed for reference. The proposed plan does not detail the proposed stormwater plan for the new development or display any required/existing retention serving Energy Drive.

   Response: Please see sheets C2.00 to C2.07 Paving, Grading & Drainage Plans.

3. Simply a note: A prior site plan design explored the connection of Energy Drive to Post Office Road/South Jenkins, which does not appear feasible in the future with FMP's plant design.

   Response: Acknowledged.

SLC Public Works

1. Selvitz Road is identified on the County's Right-Of-Way Protection Plan. A ROW Dedication of 30 FT will be required along Selvitz Road.

   Response: The applicant is proposing a 30 feet right-of-way dedication along the eastern boundary adjacent to Selvitz Road right-of-way. See sheets C1.00 Overall Site Plan, C1.03 Site Plan C.

2. A Traffic Report is required for review by the County's outside traffic consultant at the cost of the applicant. Please provide a traffic report directly to the County for review. Selvitz Road is identified on the County's Greenways and Trails Master Plan. A 10 to 12 FT wide Multi-Use path will be required along the Selvitz Road frontage.

3. **Response: Acknowledged, traffic review was submitted for on January 26th, 2022. Dynamic Engineering Consultants, PC has requested a Typical Cross Section for the Selvitz Road expansion and SLC Public Works has stated that there is not an established Typical Section, once the traffic report is reviewed the Department will request the necessary right-of-way improvements associated to the Fort Pierce Commerce Center proposed development.**

4. A permit for access and drainage outfall from the County prior to initiation of site improvements is required. Please remit a Site Development Permit application, an electronic set of plans and a minimum of one hard copy of all necessary plans and documents to the Engineering Division of the County. The application may be found on the County's website, Public Works Department link.

   Response: Acknowledged.

5. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org or David Hays at 772-462-1491, haysd@stlucieco.org.

   Response: Acknowledged.

Engineering Comments

1. Site Plan C, reconfigure the proposed dry detention/retention area away from the Selvitz Road public right of way in accordance with the City of Fort Pierce Code of Ordinance Section 119-9.

   Response: Sheet C1.03 Site Plan C, Lot 1 has been revised to not include a dry detention area to comply with City of Fort Pierce Code of Ordinance Section 119-9.C

2. Relocate any proposed trees from the limits of the dry detention/retention area bottom.

   Response: Proposed and existing trees locations within detention areas have been revised to comply with this comment. See Sheets L1.00 Overall Landscape Plan and L1.01 – L1.08 Landscape Plan.

3. A permit shall be required to discharge to North Saint Lucie River Water Control District (NSLRWCD) Canals 101 and 102.

   Response: Acknowledged.

4. A south Florida Water Management District (SFWMD) permit modification shall be required.

   Response: Acknowledged.

5. The project shall have all State and Federal permits in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that wetlands are present on the site.

   Response: Acknowledged.

6. Saint Lucie County (SLC) shall advise for required sidewalks, turn lanes and any further roadway improvements in the Selvitz Road right of way.

   Response: Acknowledged.

7. A Unity of Title shall be required for the two parcels that the proposed Warehouse Building B is situated across.

   Response: Acknowledged.

8. The drainage plan was reviewed conceptually and will be reviewed in depth at time DPCR application.

   Response: Acknowledged.

SLC Traffic Review Comments

1. Sidewalks: The renderings of the proposed development appear to depict a sidewalk network throughout the proposed development. However, neither a connected sidewalk network nor a sidewalk along Selvitz Road appear to be included on the plans. A connected sidewalk network throughout the proposed development and a sidewalk along Selvitz Road should be included on the plans.

   Response: The applicant has revised the sidewalk network design to reflect a sidewalk connection to Selvitz Road right-of-way and a 12 feet wide sidewalk along Selvtiz Road. See Sheet C1.03 Site Plan C.

2. Historical Growth Rate: The Traffic Analysis identifies the use of an annual growth rate that exceeds 2.5 percent but does not specify the growth rate. In addition, the background traffic tables included in Appendix C are illegible. The growth rate that was used should be specified, and legible background traffic tables should be provided to confirm that the specified growth rate is appropriate.

   Response: Acknowledged. Revisions will be submitted separately via email.

Sincerely,
Dynamic Engineering Consultants, P.C.

Michael D. Miles, P.E.
Regional Manager/Senior Principal



THIS MAP IS INTENDED FOR REPRESENTING APPROXIMATE LOCATION OF EXISTING HYDRANTS AND ANY ASSOCIATED FLOW TEST DATA. IT IS NOT INTENDED TO BE USED A GRAPHICAL REPRESENTATION OF EXISTING UTILITIES FOR DESIGN. FOR RECORD DRAWING INFORMATION, PLEASE CONTACT THE FORT PIERCE UTILITIES WATER, WASTEWATER & GAS ENGINEERING DEPARTMENT AT (772) 466-1600 x3401 OR THE ADDRESS LISTED BELOW FOR AS-BUILT RECORD DRAWINGS.

Test Date:	Flow Hydrant No.	Pressure Hydrant No. 1	Pressure Hydrant No. 2
02/04/2022	H-1687	H-1686	H-*
Test Time:	**Pitot Gauge**	**Static Pressure / Residual Pressure**	**Static Pressure / Residual Pressure**
8:55 AM	GPM - 1060	66 / 52	N/A / N/A
Repump No. / Repump Status	PSI - 40	**Calculated Flow at 20 PSI (Gallons per Minute)**	**Calculated Flow at 20 PSI (Gallons per Minute)**
1 na	Flow Gauge is for 2 1/2 Butt	2017	N/A
2 na			

Legend

- Flow Test Hydrants
- Completed Flow Hydrant Test
- Fire Hydrants

Watermains

- Active
- Abandoned
- Private

FPUA COMMUNITY PROUD

Fort Pierce Utilities Authority
Water/Wastewater/Gas Engineering
113 North 2nd Street (34950)
P.O. Box 3191
Fort Pierce, FLorida 34948-3191

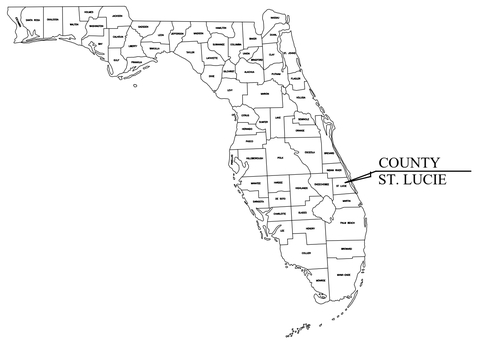
N W E S

0 80 160

Feet

Fire Hydrant Flow Test Map

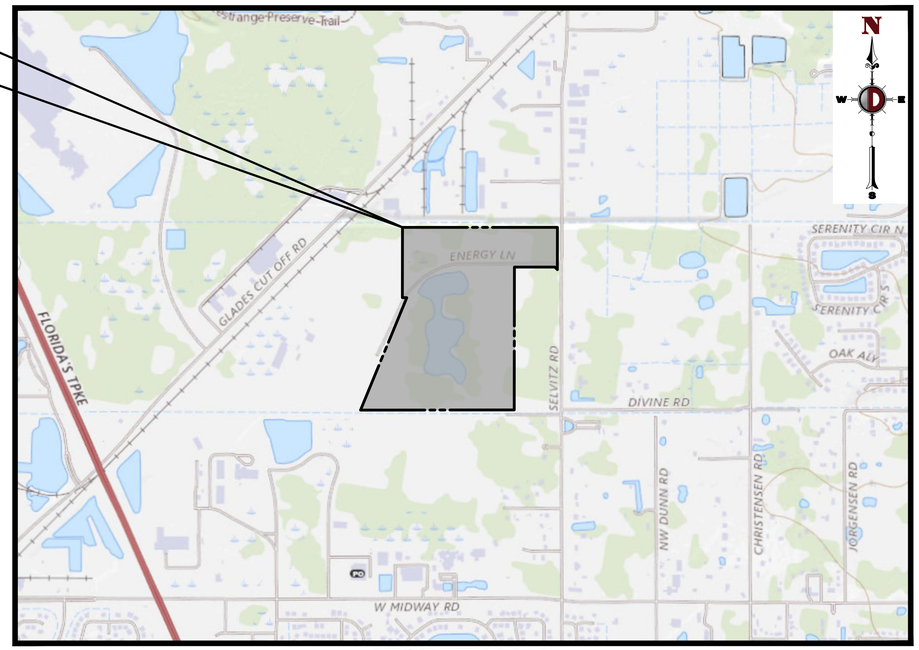
DEVELOPMENT REVIEW PLANS
FOR
FORT PIERCE COMMERCE CENTER



SELVITZ ROAD & ENERGY LANE
FORT PIERCE , FLORIDA 34981

PREPARED FOR:
ST. LUCIE COMMERCE CENTER, LLC
DECEMBER 2021

PROJECT LOCATION



VICINITY MAP
SCALE: AS NOTED
SECTION 31, TOWNSHIP 35S, RANGE 40E

GRAPHIC SCALE
0 500 1000 2000
(IN FEET)

PROJECT CONTACTS:

ARCHITECT/GENERAL CONTRACTOR:
ARCO DESIGN/BUILD INDUSTRIAL
200 N. WARNER ROAD, SUITE 430
KING OF PRUSSIA, PA 19406
(610) 234-0070
CONTACT: DANIEL ZEIDERS

ENGINEER OF RECORD/CONSULTANT:
DYNAMIC ENGINEERING CONSULTANTS, P.C.
100 NE 5TH AVE, SUITE B2
DELRAY BEACH, FL 33483
(561) 921-8570
CONTACT: MICHAEL D. MILES, P.E.

LANDSCAPE ARCHITECT:
SCOTT BARBER DESIGNS, P.A.
1551 WYNDCLIFF DRIVE
WELLINGTON, FL 33414
(561) 309-7263
CONTACT: SCOTT BARBER, R.L.A.

SURVEYOR:
RITZEL-MASON
5119 BENCHWOOD ROAD
DELRAY BEACH, FL 33484
(786) 472-0358
CONTACT: DENNIS RITZEL, PSM

DEVELOPER/OWNER/APPLICANT:
ST. LUCIE COMMERCE CENTER, LLC
30 S HOPE CHAPEL ROAD
JACKSON, NJ 08527
(561) 921-8570
CONTACT: STEVE TRESS

TRAFFIC ENGINEER:
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994
(772) 781-7918
CONTACT: SUSAN O'ROURKE, P.E.

GEOTECHNICAL ENGINEER:
DYNAMIC EARTH, LLC
100 NE 5TH AVE, SUITE A1
DELRAY BEACH, FL 33483
(561) 921-8570
CONTACT: HANNA KHOURI

ENVIRONMENTAL ENGINEER:
ATWELL, LLC
11770 N US1, SUITE 308 E
PALM BEACH GARDENS, FL 33408
(866) 850-4200
CONTACT: CHARLES W. MILLAR JR.

AGENCY CONTACTS:

PLANNING AND ZONING:
CITY OF FORT PIERCE PLANNING DEPARTMENT
100 N. US1
FORT PIERCE, FL 34950
(772) 467-3730
CONTACT: JENNIFER HOFFMEISTER-DREW

FIRE RESCUE:
SAINT LUCIE COUNTY FIRE DISTRICT
5160 NW MILNER DRIVE
PORT ST. LUCIE, FL 34983
(772) 621-3400
CONTACT: WAYNE BOYER

UTILITIES:
FORT PIERCE UTILITY AUTHORITY
206 S 6TH STREET
FORT PIERCE, FL 34950
(772) 466-1600 EXT. 3468
CONTACT: SHANE OSTRANDER

ENGINEERING:
CITY OF FORT PIERCE ENGINEERING DEPARTMENT:
100 N US1
FORT PIERCE, FL 34950
(772) 467-3782
CONTACT: JOHN R. ANDREWS, P.E.

DRAWING INDEX	
C0.00	COVER SHEET
C1.00	OVERALL SITE PLAN
C1.01 – C1.07	SITE PLAN A – G
C1.08	FIRE TRUCK ROUTING PLAN
C2.00	OVERALL PAVING, GRADING & DRAINAGE PLAN
C2.01 – C2.07	PAVING, GRADING & DRAINAGE PLAN A – G
C3.00	OVERALL UTILITY PLAN
C3.01 – C3.07	UTILITY PLAN A – G
C4.00	OVERALL PHOTOMETRIC PLAN
C4.01 – C4.07	PHOTOMETRIC PLAN A – G
C4.08	PHOTOMETRIC DETAILS
SHEETS BY OTHERS	
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L1.01–L1.07	LANDSCAPE PLAN A – G
L1.08	LANDSCAPE DETAILS
L1.09	LITTORAL DETAILS
T1.00	OVERALL TREE DISPOSITION PLAN
T1.01–T1.07	TREE DISPOSITION PLAN A – G
T1.08 – T1.09	TREE IDENTIFICATION TABLES
1–11	ALTA/NSPS SURVEY
A01	CONCEPTUAL FLOOR PLAN – BUILDING A
A02	CONCEPTUAL ELEVATIONS – BUILDING A
B01	CONCEPTUAL FLOOR PLAN – BUILDING B
B02	CONCEPTUAL ELEVATIONS – BUILDING B
C01	CONCEPTUAL FLOOR PLAN – BUILDING C
C02	CONCEPTUAL ELEVATIONS – BUILDING C
D01	CONCEPTUAL FLOOR PLAN – BUILDING D
D02	CONCEPTUAL ELEVATIONS – BUILDING D
E01	CONCEPTUAL FLOOR PLAN – BUILDING E
E02	CONCEPTUAL ELEVATIONS – BUILDING E
F01	CONCEPTUAL FLOOR PLAN – BUILDING F
F02	CONCEPTUAL ELEVATIONS – BUILDING F

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Plotted: 02/18/22 – 12:03 PM By: smcdermott
File: P:\DECPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\U3342990055K1.dwg, ---> C0.00 COVER SHEET

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REV.	DATE	COMMENTS	BY
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DRAWN BY: SRM | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: –

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

DYNAMIC ENGINEERING
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Newtown, Pennsylvania • T: 267.685.0276
Philadelphia, Pennsylvania • T: 215.233.4888
Bethlehem, Pennsylvania • T: +1.248.4400
Allen, Texas • T: 972.534.2100
Houston, Texas • T: 281.799.6400
Austin, Texas • T: 512.646.2646
Palm Beach, Florida • T: 561.921.8570
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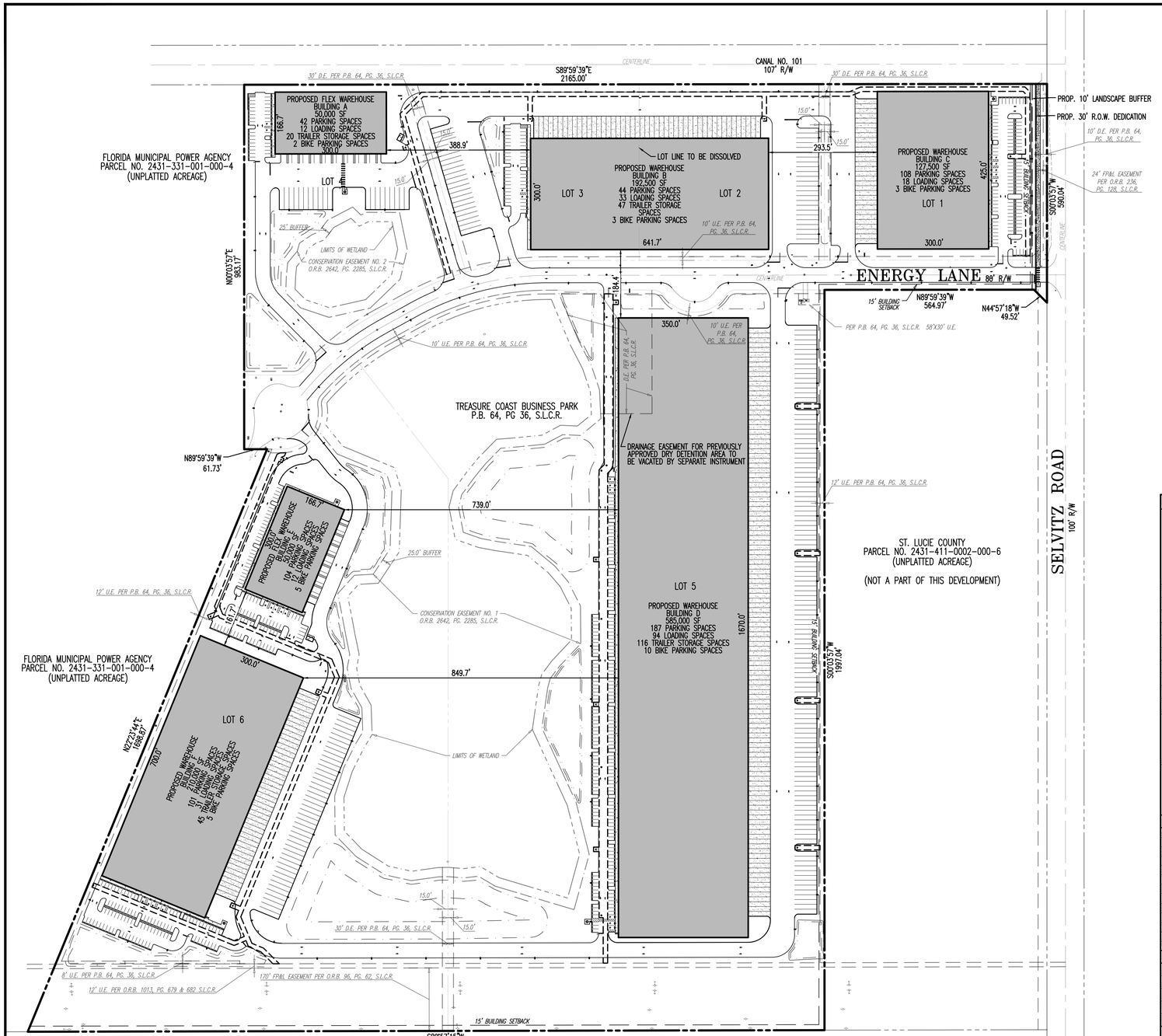
MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

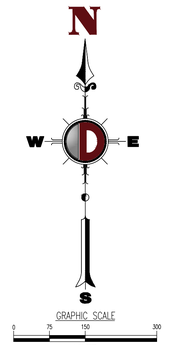
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

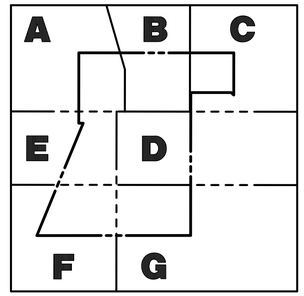
TITLE: COVER SHEET

SCALE: (H) AS NOTED (V) AS NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C0.00 | Rev. #: 1







HORIZONTAL CONTROL & STRIPING NOTES

1. ALL DIMENSIONS SHOWN, OTHER THAN LANDSCAPE DIMENSIONS, ARE TO FACE OF CURB FOR TYPE 'D' CURB OR EDGE OF PAVEMENT FOR NO CURB, UNLESS OTHERWISE NOTED. LANDSCAPE DIMENSIONS ARE SHOWN TO BACK OF CURB.
2. ALL CURB RAMPS AND SIDEWALKS ENTERING PARKING OR TRAVEL WAYS SHALL HAVE DETECTABLE WARNING SURFACES 2' DEEP AND THE WIDTH OF THE SIDEWALK. REFER TO THE LATEST FDOT STANDARD PLANS & INDEXES.
3. ALL STOP BARS, DIRECTIONAL ARROWS AND CROSSWALKS SHALL BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS ARE PAINT, UNLESS OTHERWISE NOTED.
4. ALL RADII ARE 3' UNLESS OTHERWISE NOTED ON PLANS.

SITE DATA

PARCEL NO.:	2431-800-0005-000-1
	2431-800-0004-000-4
	2431-800-0002-000-0
	2431-800-0006-000-8
	2431-800-0007-000-5
	2431-800-0003-000-7
ADDRESS:	ENERGY LANE, FT. PIERCE, FL 34981
OWNER:	ST. LUCIE COMMERCE CENTER, LLC
PROJECT NAME:	FORT PIERCE COMMERCE CENTER
APPLICANT NAME:	ST. LUCIE COMMERCE CENTER, LLC
EXISTING ZONING:	I-1 (LIGHT INDUSTRIAL)
EXISTING USE:	VACANT
PROPOSED ZONING:	I-1 (LIGHT INDUSTRIAL)
FUTURE LAND USE:	INDUSTRIAL
DEVELOPMENT TYPE:	INDUSTRIAL
LEGAL DESCRIPTION:	LOTS 1 THROUGH 6, TREASURE COAST BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 36 THROUGH 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ADJACENT ZONING:	NORTH: I-1 (LIGHT INDUSTRIAL) AND I-3 (HEAVY INDUSTRIAL)
	SOUTH: IND (INDUSTRIAL) AND MXD (MIXED USE) UNINCORPORATED
	EAST: I (INSTITUTIONAL) UNINCORPORATED
	WEST: I-1 (LIGHT INDUSTRIAL)
ADJACENT FUTURE LAND USE:	NORTH: I (INDUSTRIAL) AND HI (HEAVY INDUSTRIAL)
	SOUTH: AR-1 (AGRICULTURE RESIDENTIAL) UNINCORPORATED
	EAST: PIF (PUBLIC FACILITY) UNINCORPORATED
	WEST: I (INDUSTRIAL) AND INST. (INSTITUTIONAL)

DEVELOPMENT DATA

LOT COVERAGE	EXISTING (SF)	PROPOSED (SF)	PROPOSED (AC)	PERCENTAGE (%)
PROJECT SITE AREA:	4,738,491	4,721,227	108.38	100.00%
BUILDING GFA:	0	1,215,000	27.89	25.73%
PAVEMENT AREA:	79,182	1,208,334	27.74	25.59%
SIDEWALKS:	0	28,096	0.64	0.60%
WET STORMWATER MANAGEMENT AREA*:	0	165,602	3.80	3.51%
WETLAND SURFACE AREA:	763,607	763,607	17.53	16.17%
TOTAL IMPERVIOUS (INCLUDES BUILDING):	842,789	2,457,430	56.41	52.05%
DRY STORMWATER MANAGEMENT AREA**:	0	117,542	2.70	2.49%
LANDSCAPING/OPEN SPACE:	3,895,702	1,217,046	27.94	25.78%
TOTAL PERVIOUS:	3,895,702	2,263,797	51.97	47.95%

* CALCULATED FROM CONTROL WATER ELEVATION
** CALCULATED FROM BOTTOM OF DRY DETENTION AREA

BUILDING SETBACKS

	EXISTING	REQUIRED	PROPOSED
NORTH:	N/A	N/A	20.0'
SOUTH:	N/A	15'	250.4'
EAST:	N/A	15'	157.2'
WEST:	N/A	N/A	25.0'

PARKING

PARKING RATIO:	REQUIRED (PER ITE)	TYPE	EXISTING	PROPOSED
0.39 SPACES/1,000 SF GFA	474 SPACES	STANDARD	0	561
		ADA	0	25
BICYCLE RACKS:		TOTAL	0	586
1 BIKE RACK SPACE/20 PARKING SPACES	28 BIKE RACK SPACES			28

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• ENGINEERING • PLANNING • SURVEY • TRAFFIC

REV.	DATE	COMMENTS	BY
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DRAWN BY: KAK | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: –

PROJECT: FORT PIERCE COMMERCE CENTER
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, FT. PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

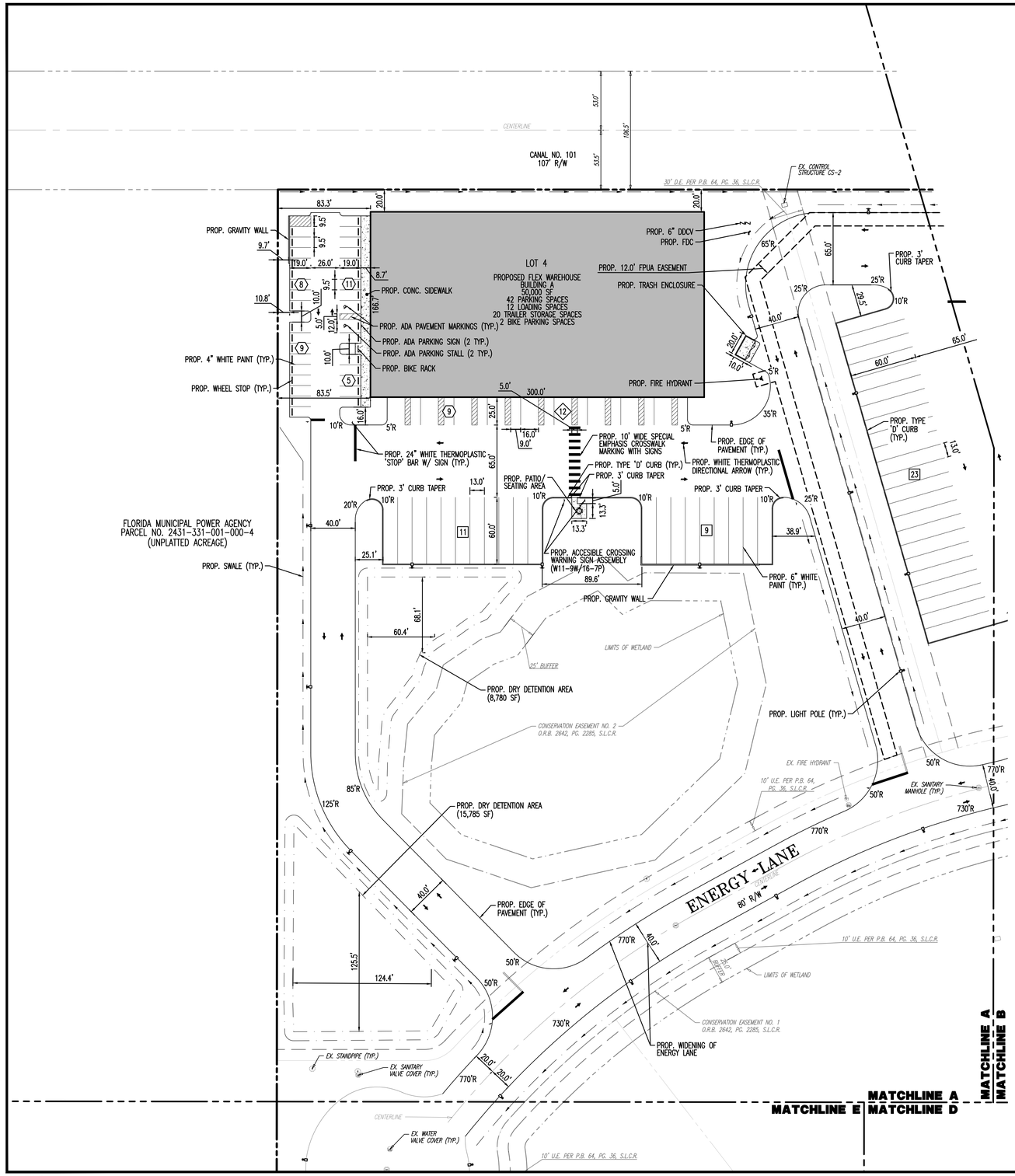
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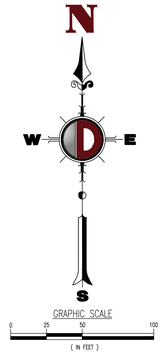
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PROJECT No: 3342-99-005

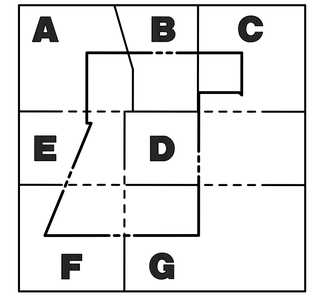
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PARKING LEGEND

(X) PROPOSED CAR PARKING

(X) PROPOSED LOADING DOCK (FINAL CONFIGURATION & DOCK POSITIONS TO BE DETERMINED AT TIME OF PERMITTING)

[X] PROPOSED TRAILER STORAGE

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1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, ST. LUCIE COUNTY, FL 34981
PARCEL ID: 2431-331-001-000-4
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

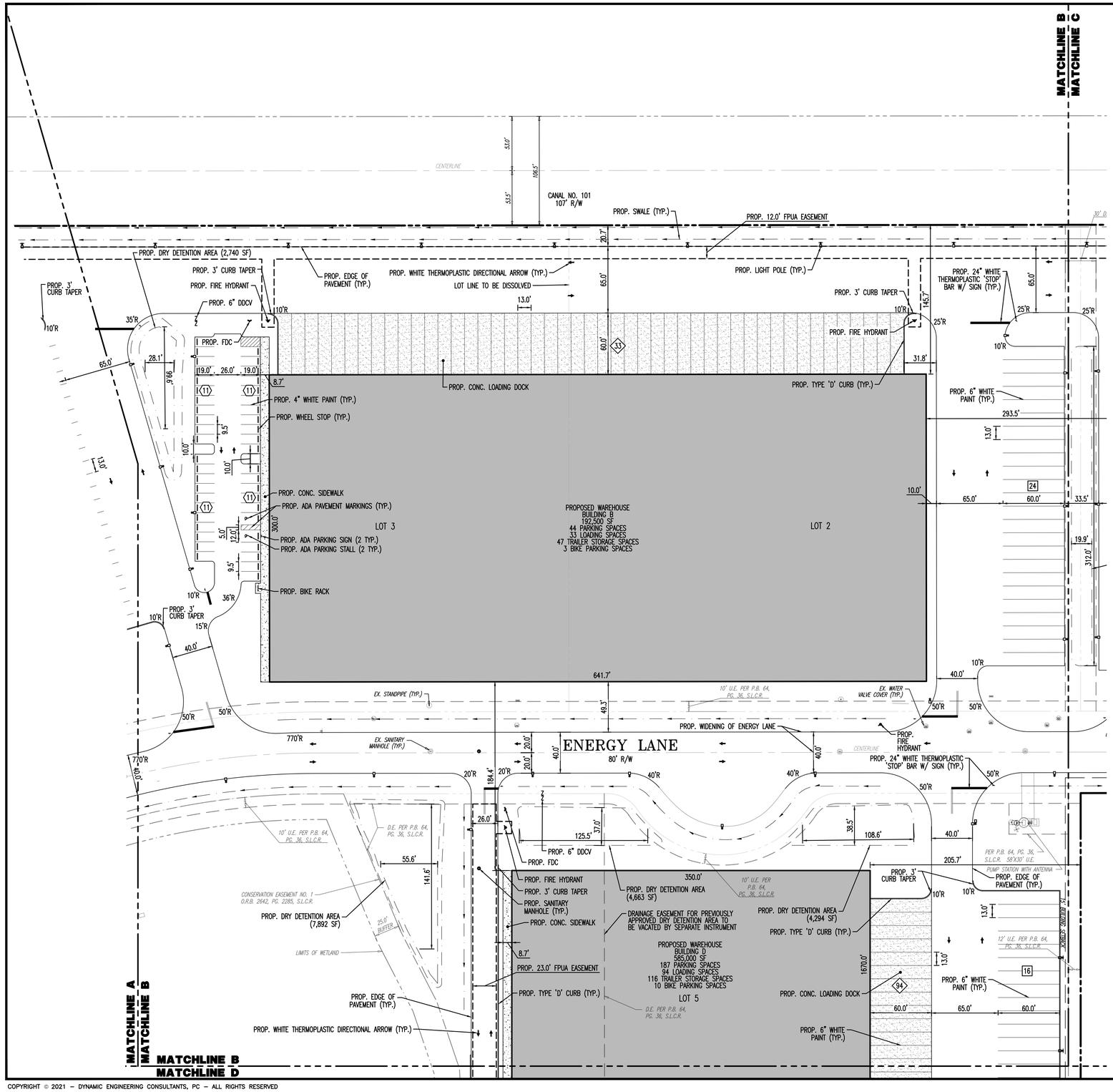
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

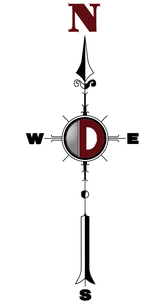
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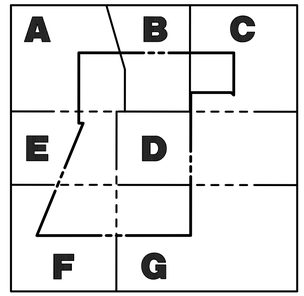
SCALE: (H) A:S (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C1.01 | Rev. #: 1

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PARKING LEGEND

- (X) PROPOSED CAR PARKING
- (X) PROPOSED LOADING DOCK (FINAL CONFIGURATION & DOCK POSITIONS TO BE DETERMINED AT TIME OF PERMITTING)
- [X] PROPOSED TRAILER STORAGE

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KAK	1	02/01/22	PER CITY OF FT. PIERCE COMMENTS

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DRAWN BY: KAK
CHECKED BY: MDM
CHECKED BY: –

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE
FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

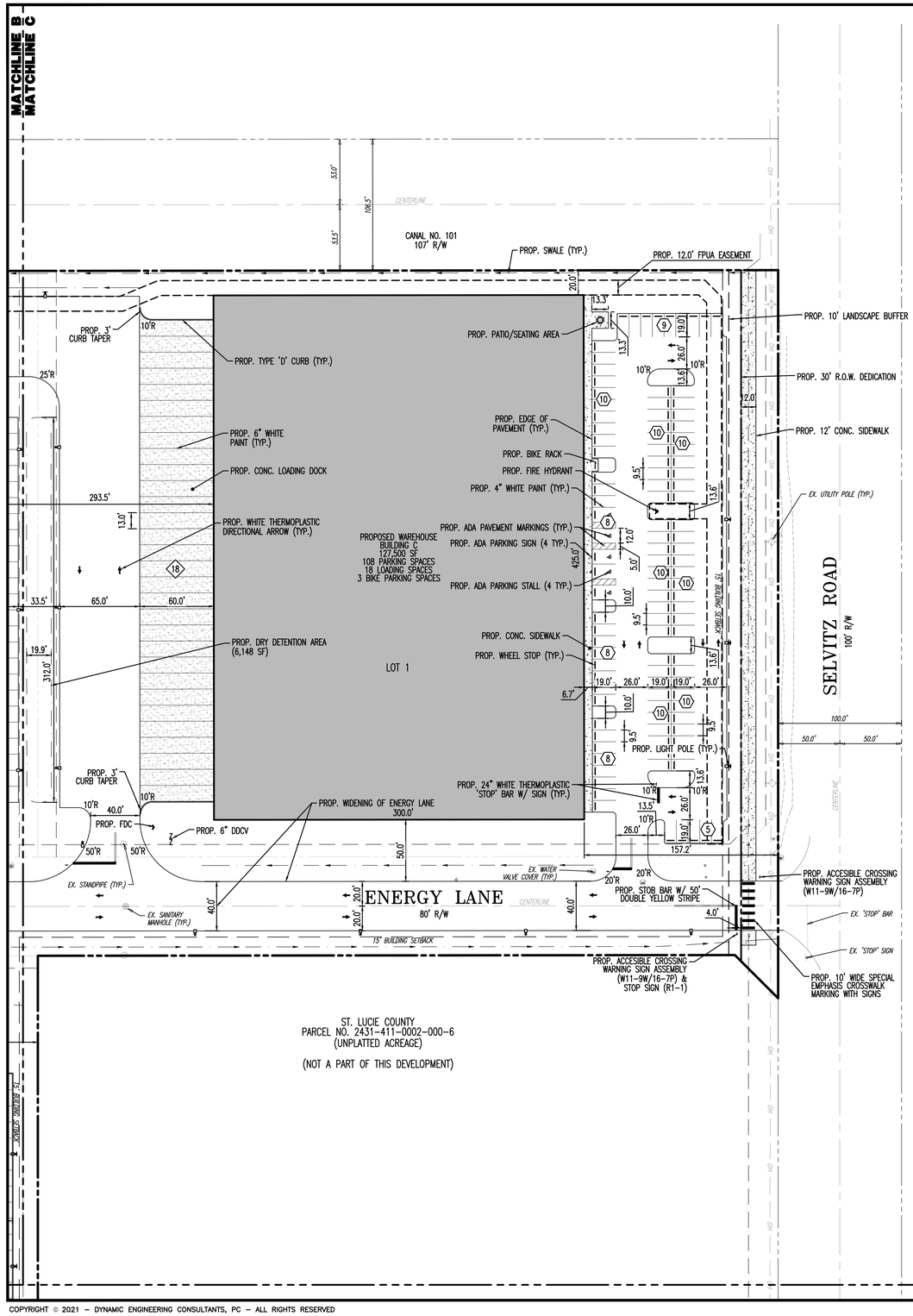
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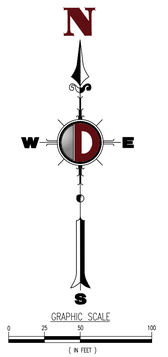
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DATE: 12/03/2021
PROJECT No: 3342-99-005

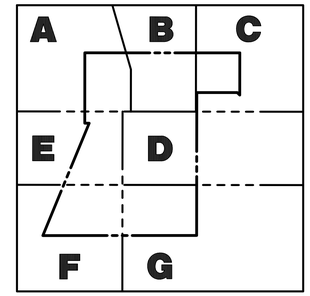
SHEET No: C1.02
Rev. #: 1

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HORIZONTAL CONTROL & STRIPING NOTES

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PARKING LEGEND

(X) PROPOSED CAR PARKING

(X) PROPOSED LOADING DOCK (FINAL CONFIGURATION & DOCK POSITIONS TO BE DETERMINED AT TIME OF PERMITTING)

[X] PROPOSED TRAILER STORAGE

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: –

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SELVITZ ROAD & ENERGY LANE
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: SITE PLAN C

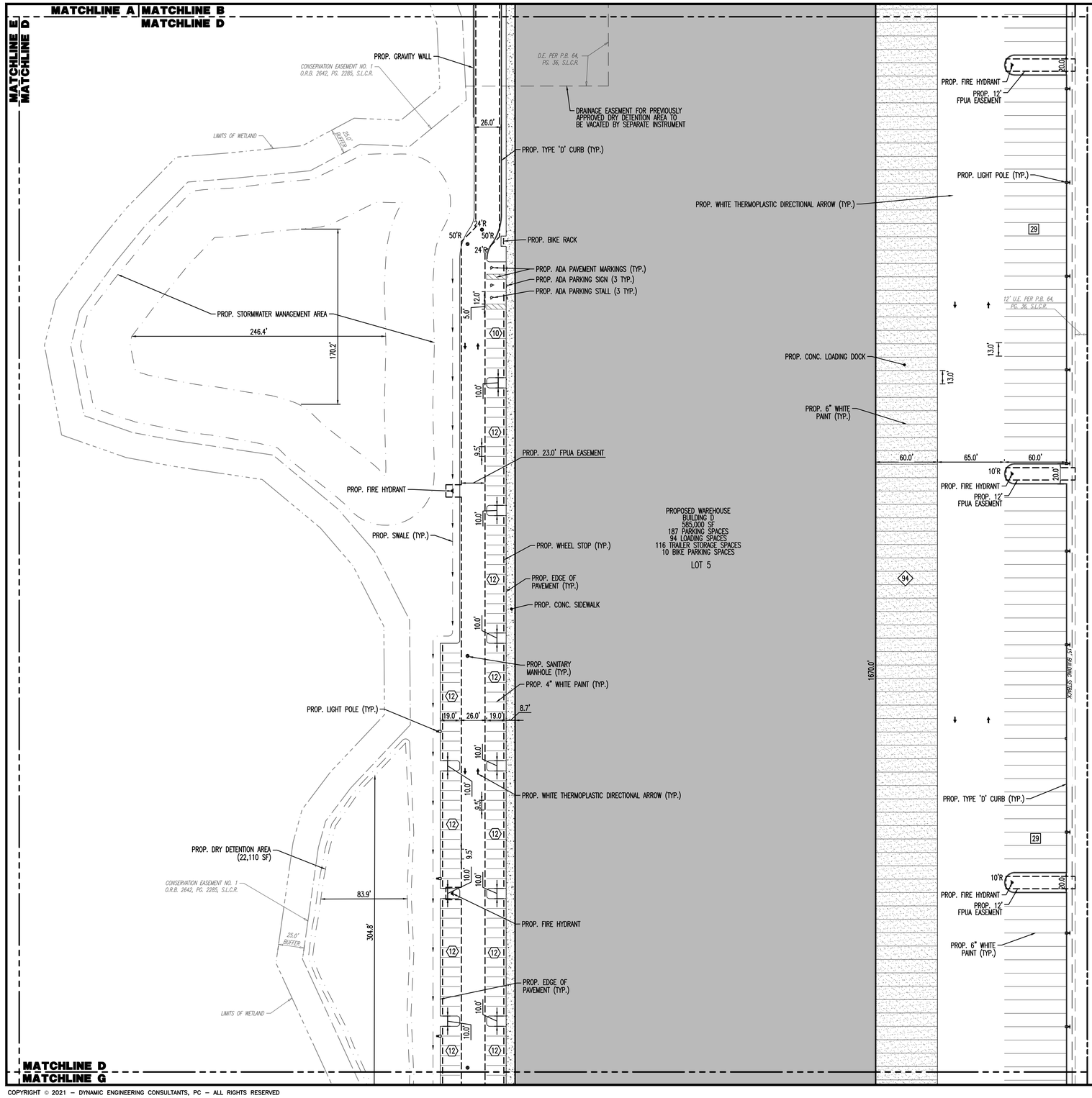
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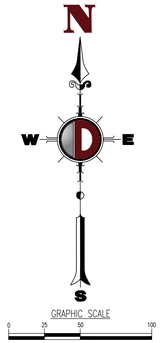
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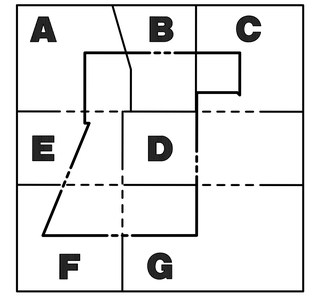
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HORIZONTAL CONTROL & STRIPING NOTES

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◇X◇ PROPOSED LOADING DOCK (FINAL CONFIGURATION & DOCK POSITIONS TO BE DETERMINED AT TIME OF PERMITTING)

[X] PROPOSED TRAILER STORAGE

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PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: SITE PLAN D

SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

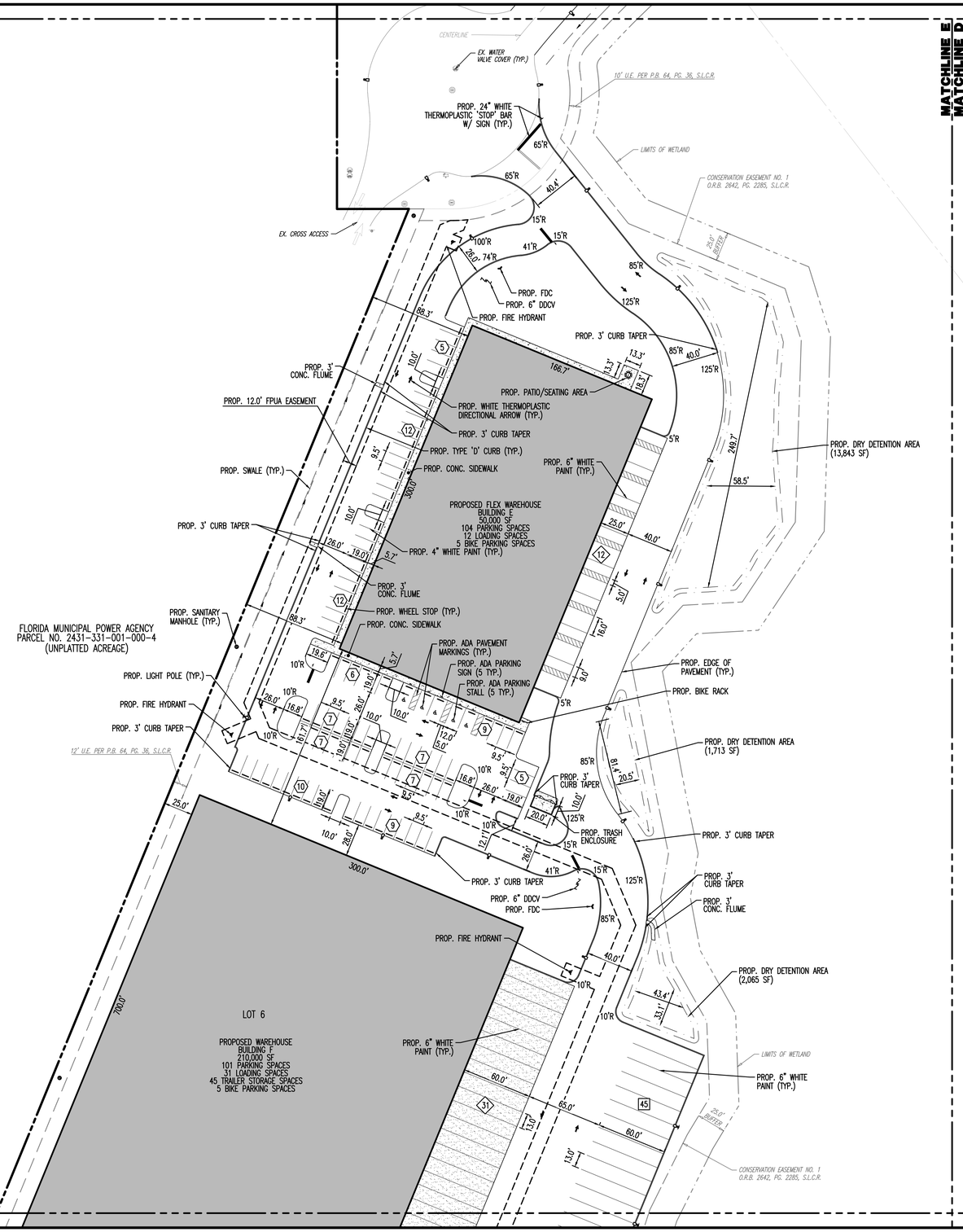
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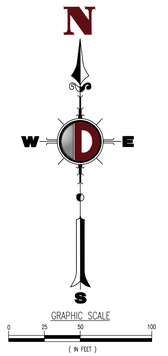
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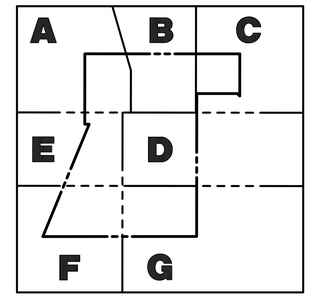
MATCHLINE A
MATCHLINE E

MATCHLINE E
MATCHLINE D



MATCHLINE E
MATCHLINE F





HORIZONTAL CONTROL & STRIPING NOTES

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CHECKED BY: _

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE COUNTY, FL 34981
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

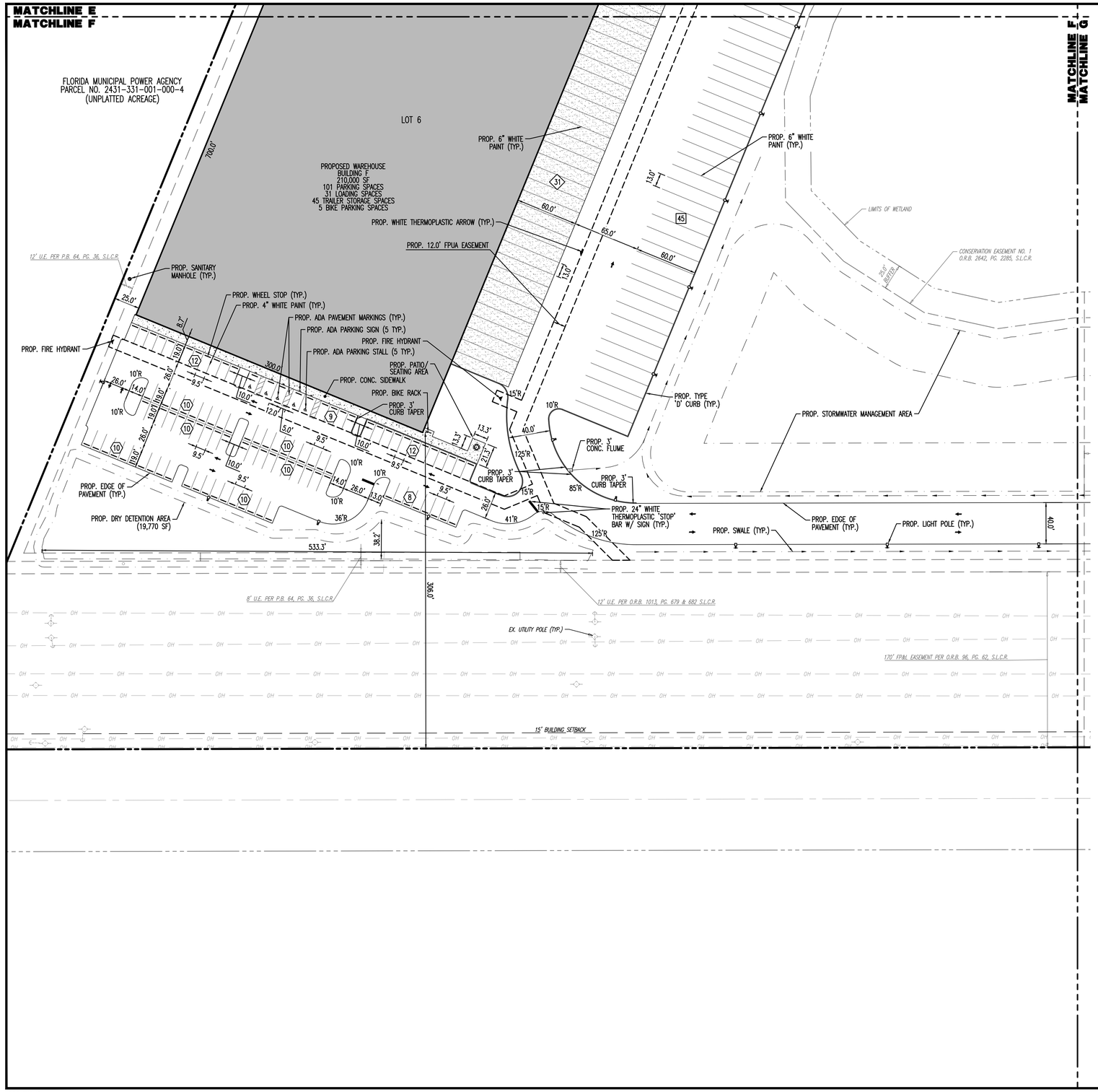
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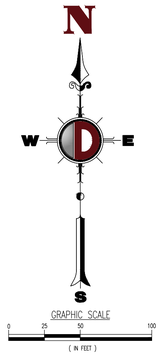
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DATE: 12/03/2021
PROJECT No: 3342-99-005

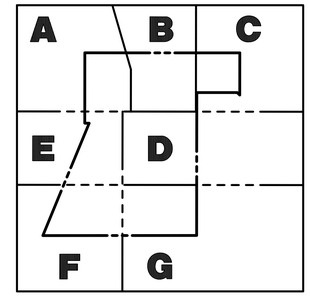
SHEET No: **C1.05**
Rev. #: 1

Plotted: 02/18/22 – 12:03 PM, By: smcdermett
File: P:_DEC/PC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\03343990055S1.dwg, ----> C1.05 SITE PLAN E

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HORIZONTAL CONTROL & STRIPING NOTES

1. ALL DIMENSIONS SHOWN, OTHER THAN LANDSCAPE DIMENSIONS, ARE TO FACE OF CURB FOR TYPE 'D' CURB OR EDGE OF PAVEMENT FOR NO CURB, UNLESS OTHERWISE NOTED. LANDSCAPE DIMENSIONS ARE SHOWN TO BACK OF CURB.
2. ALL CURB RAMPS AND SIDEWALKS ENTERING PARKING OR TRAVEL WAYS SHALL HAVE DETECTABLE WARNING SURFACES 2' DEEP AND THE WIDTH OF THE SIDEWALK. REFER TO THE LATEST FDOT STANDARD PLANS & INDEXES.
3. ALL STOP BARS, DIRECTIONAL ARROWS AND CROSSWALKS SHALL BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS ARE PAINT, UNLESS OTHERWISE NOTED.
4. ALL RADII ARE 3' UNLESS OTHERWISE NOTED ON PLANS.

PARKING LEGEND

(X) PROPOSED CAR PARKING

(X) PROPOSED LOADING DOCK (FINAL CONFIGURATION & DOCK POSITIONS TO BE DETERMINED AT TIME OF PERMITTING)

[X] PROPOSED TRAILER STORAGE

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: _

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

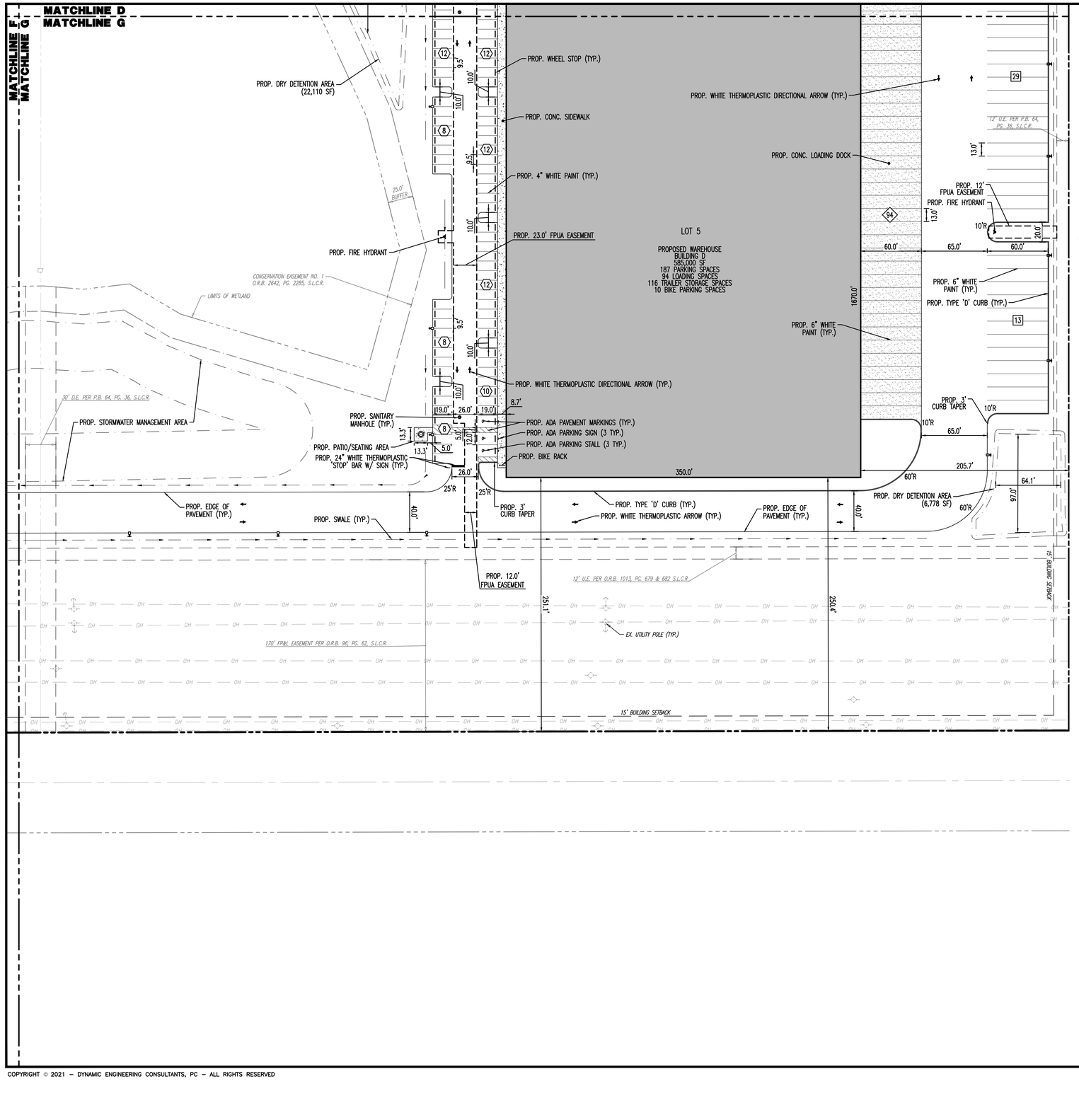
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: SITE PLAN F

SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C1.06
Rev. #: 1

Plotted: 02/18/22 – 12:03 PM, By: gmcdermott
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HORIZONTAL CONTROL & STRIPING NOTES

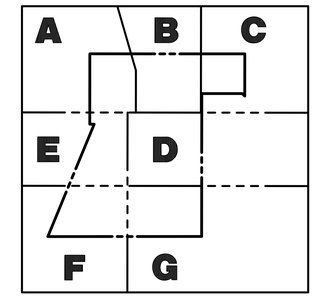
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[X] PROPOSED TRAILER STORAGE



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PROJECT: **FORT PIERCE COMMERCE CENTER**
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SELVITZ ROAD & ENERGY LANE COUNTY: FT. PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: SITE PLAN G

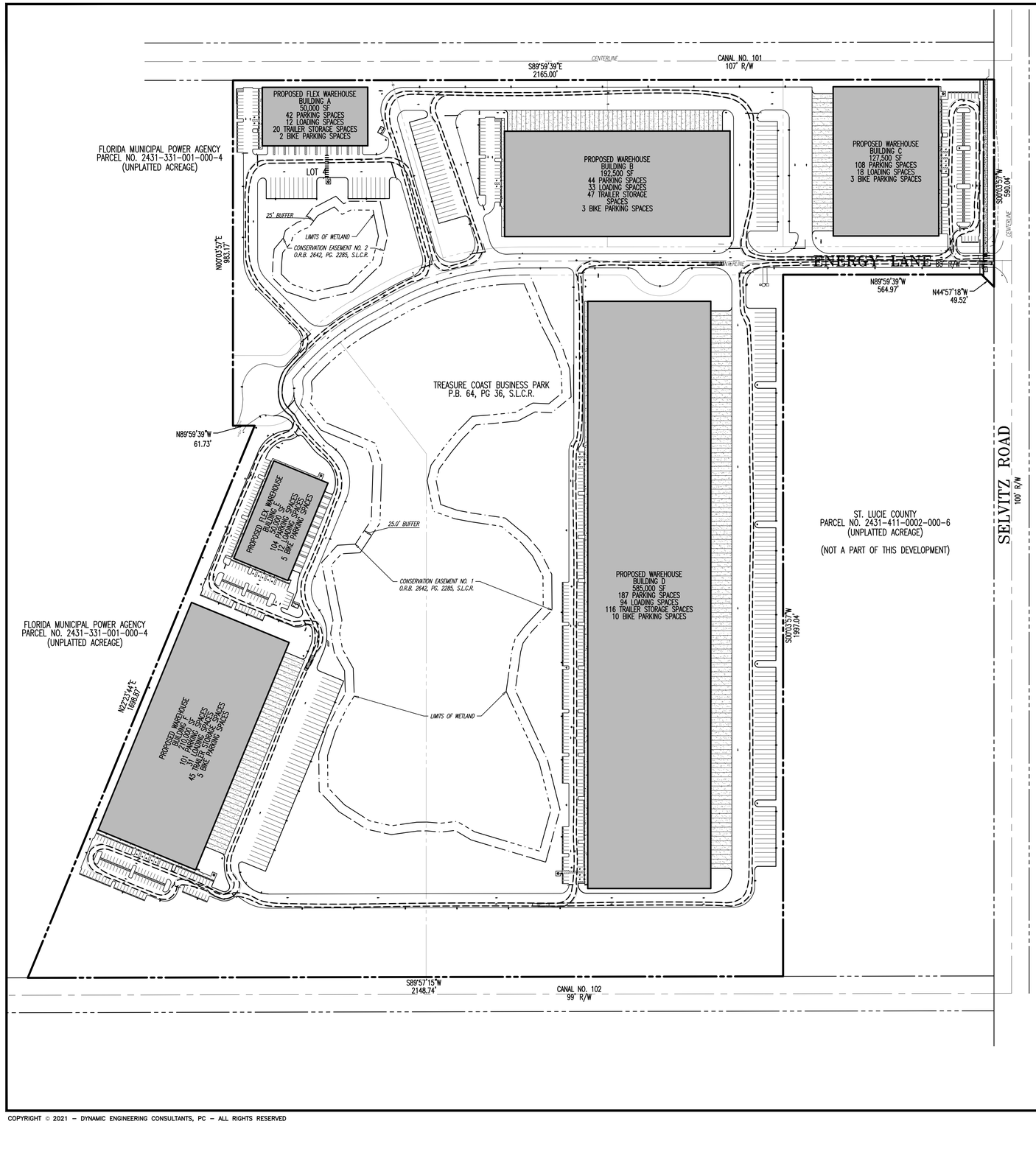
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PROJECT No: 3342-99-005

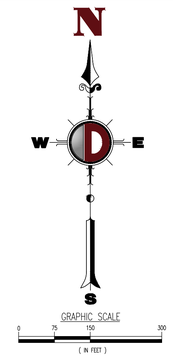
SHEET No: C1.07
Rev. #: 1

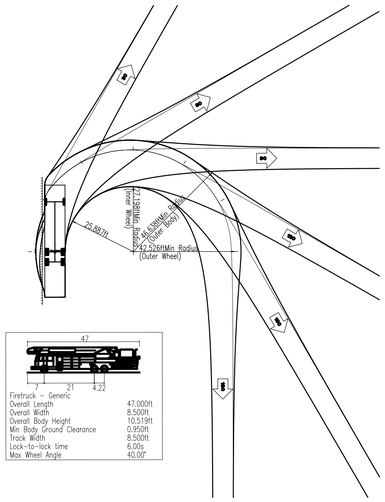
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VEHICLE LEGEND:

CHASSIS ENVELOPE

VEHICLE BODY ENVELOPE

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DESIGN BY: ACM
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PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC

SELVITZ ROAD & ENERGY LANE
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SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

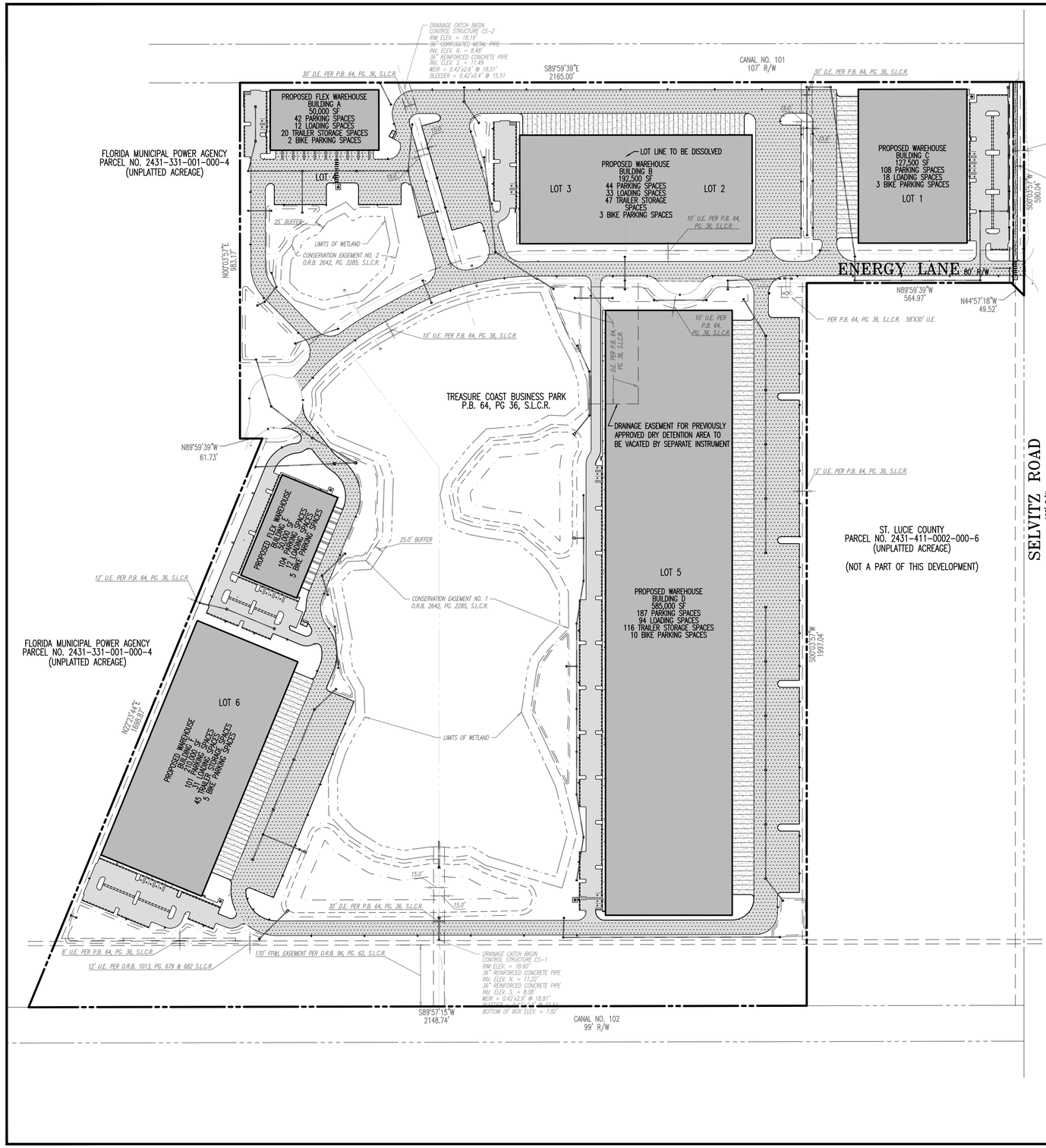
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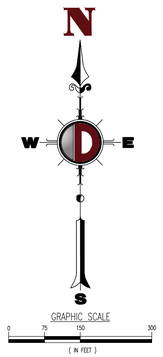
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DATE: 12/03/2021
PROJECT No: 3342-99-005

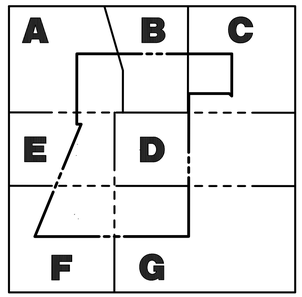
SHEET No: **C1.08**
Rev. #: 1

Plotted: 02/18/22 – 12:04 PM By: smclemott
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PAVING, GRADING & DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL, COUNTY OR FDOT REQUIREMENTS.
2. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
3. THE CROSS SLOPE ON ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 2.0%. THE LONGITUDINAL SLOPE ON ADA ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) SHALL NOT EXCEED 5.0%. THE LONGITUDINAL SLOPE FOR RAMPS SHALL NOT EXCEED 1V:12H (8.3%). ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2.0% IN ANY DIRECTION (INCLUDING DIAGONAL).
4. ALL CATCH BASINS AND DRAINAGE COLLECTION STRUCTURES SHALL BE DESIGNED WITH AN TWENTY-FOUR INCH (24") VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE. IN ADDITION, A TWELVE INCH (12") DIAMETER OPEN SUMP, FILLED WITH WASHED GRADE ROCK, NO LARGER THAN ONE AND ONE HALF INCHES (1½") SHALL BE PLACED IN THE BASE OF THE STRUCTURE.
5. DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD (FDOT) AND/OR U.S. FOUNDRY (USF) PRODUCTS AS SPECIFIED OR APPROVED EQUAL. ALL STORM DRAINAGE STRUCTURES MUST COMPLY WITH JURISDICTIONAL AGENCY DETAILS AND REGULATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION OF STRUCTURES AND COMMENCEMENT OF CONSTRUCTION.
6. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
   a. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4"-24 " DIAMETER
   b. FOR RCP DRAINAGE PIPE MAKE CONNECTION PER FDOT INDEX 430-001, CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL
   c. NOTIFY ENGINEER FOR CONNECTION METHOD TO STEEL PIPE.
7. ALL RAMPS SHALL COMPLY WITH THE LATEST FDOT INDEX STANDARDS.
8. STORM DRAIN PIPE SHALL BE AS FOLLOWS:
   a. RCP CLASS III PER ASTM C-76
   b. ALUMINIZED STEEL TYPE 2 ULTRA FLO
      48"Ø AND SMALLER SHALL BE 2-2/3"x1/2" CORRUGATION
      16 GA WITH A MINIMUM THICKNESS OF 0.064"
      54"Ø AND LARGER SHALL BE 5"x1" CORRUGATION
      14 GA WITH A MINIMUM THICKNESS OF 0.079"
   c. CORRUGATED POLYETHYLENE PIPE PER AASHTO M294. JOINTS SHALL BE WATER TIGHT
   d. ANY STORM PIPE USED MUST BE APPROVED BY LOCAL AUTHORITIES. CONTRACTOR SHALL SELECT THE MOST ECONOMICAL PRODUCT.
9. CONTRACTOR SHALL CLEAN ALL PROPOSED DRAINAGE STRUCTURES AND PIPES UPON COMPLETION OF CONSTRUCTION.
10. PROPOSED ELEVATIONS OF CURB REPRESENT FACE OF CURB OR EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
11. PROPOSED ELEVATIONS IN ALL PERVIOUS AREAS REPRESENT FINISHED TOP OF SOD/GRASS OR ANY OTHER LANDSCAPING MATERIAL.
12. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE LATEST FDOT INDEX STANDARDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. ALL STRIPING IS TO BE PAINTED IN ACCORDANCE WITH FDOT REQUIREMENTS UNLESS OTHERWISE NOTED.
14. CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVE BOXES, ETC. TO PROPOSED GRADE IN VICINITY OF PAVEMENT RECONSTRUCTION AND GRADE CHANGES.
15. INLETS CONSTRUCTED ON-SITE IN PAVEMENT OR GRASS AREAS SHALL BE USF (OR APPROVED EQUAL) FRAME 4132 AND GRATE 6429 UNLESS OTHERWISE SPECIFIED.
16. INLETS CONSTRUCTED ON-SITE IN TYPE "D " OR TYPE "F " CURB SHALL BE USF (OR APPROVED EQUAL) FRAME 5130 AND GRATE 6168.
17. STORM MANHOLES CONSTRUCTED ON-SITE SHALL BE USF (OR APPROVED EQUAL) #170 RING WITH DOUBLE COVER.
18. GRATES IN PAVED AREAS SHALL BE SET AT GRADE. GRATES IN GRASS AREAS SHALL BE SET 0.15 FEET ABOVE GRADE & HAVE A CONCRETE APRON.
19. ALL PAVEMENT MARKING AND STRIPING, EXCLUDING PARKING STALL STRIPING, SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS. ALSO, PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL.
20. ALL EXISTING AND PROPOSED RIM ELEVATIONS SHALL BE SET TO FINISHED SURFACE GRADE, UNLESS OTHERWISE SPECIFICALLY NOTED ON THE PLAN. THIS SHALL INCLUDE ALL UTILITY, SEWER, WATER AND DRAINAGE STRUCTURES, MANHOLES, INLETS, VAULTS, VALVES AND OTHER APPURTENANCES.
21. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 32 & 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

LEGEND

- = STANDARD DUTY ASPHALT PAVEMENT
- = HEAVY DUTY ASPHALT PAVEMENT
- = STANDARD DUTY CONCRETE PAVEMENT
- = HEAVY DUTY CONCRETE PAVEMENT
- 18.50 — PROPOSED SPOT ELEVATIONS
- 18.50 (M.E.) — MATCH EXISTING GRADES
- HP: 18.50 — PROPOSED HIGH POINT GRADES
- GRADE BREAK
- 14 — PROPOSED CONTOUR
- 15 OR 14 — EXISTING CONTOUR
- TOP/BOTTOM OF WET POND/DRY DETENTION
- CONTROL WATER ELEVATION (15.51)
- PROPOSED SWALE
- ×14.5 — EXISTING GRADES
- PROPOSED DRAINAGE PIPE
- PROPOSED DRAINAGE STRUCTURE

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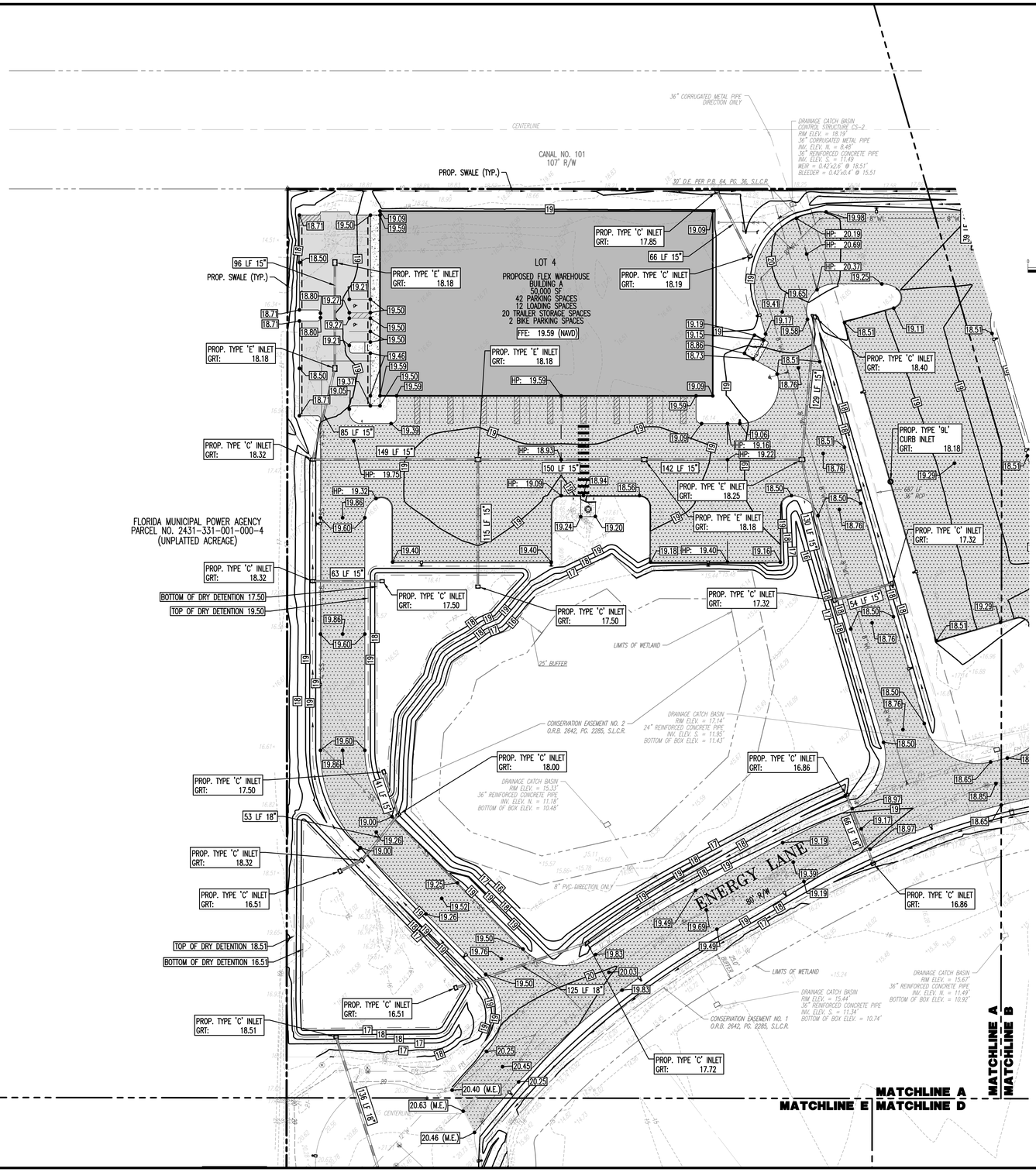
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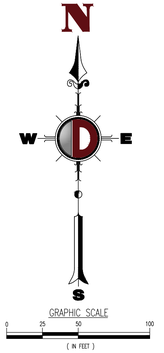
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PROJECT No: 3342-99-005

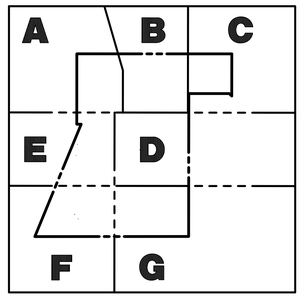
SHEET No: **C2.00** | Rev. #: 1

Plotted: 02/18/22 – 12:04 PM By: smcdermott
File: P:\DEC\PC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\P3342990055G1.dwg, ----> C2.00 OVERALL PAVING GRADING & DRAINAGE PLAN

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4. ALL CATCH BASINS AND DRAINAGE COLLECTION STRUCTURES SHALL BE DESIGNED WITH AN TWENTY-FOUR INCH (24") VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE. IN ADDITION, A TWELVE INCH (12") DIAMETER OPEN SUMP, FILLED WITH WASHED GRADE ROCK, NO LARGER THAN ONE AND ONE HALF INCHES (1½") SHALL BE PLACED IN THE BASE OF THE STRUCTURE.
5. DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD (FDOT) AND/OR U.S. FOUNDRY (USF) PRODUCTS AS SPECIFIED OR APPROVED EQUAL. ALL STORM DRAINAGE STRUCTURES MUST COMPLY WITH JURISDICTIONAL AGENCY DETAILS AND REGULATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION OF STRUCTURES AND COMMENCEMENT OF CONSTRUCTION.
6. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
   a. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4" -24 " DIAMETER
   b. FOR RCP DRAINAGE PIPE MAKE CONNECTION PER FDOT INDEX 430-001, CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL
   c. NOTIFY ENGINEER FOR CONNECTION METHOD TO STEEL PIPE.
7. ALL RAMPS SHALL COMPLY WITH THE LATEST FDOT INDEX STANDARDS.
8. STORM DRAIN PIPE SHALL BE AS FOLLOWS:
   a. RCP CLASS III PER ASTM C-76
   b. ALUMINIZED STEEL TYPE 2 ULTRA FLO
      48" Ø AND SMALLER SHALL BE 2-2/3"x1/2" CORRUGATION
      16 GA WITH A MINIMUM THICKNESS OF 0.064"
      54"Ø AND LARGER SHALL BE 5"x1" CORRUGATION
      14 GA WITH A MINIMUM THICKNESS OF 0.079"
   c. CORRUGATED POLYETHYLENE PIPE PER AASHTO M294. JOINTS SHALL BE WATER TIGHT
   d. ANY STORM PIPE USED MUST BE APPROVED BY LOCAL AUTHORITIES. CONTRACTOR SHALL SELECT THE MOST ECONOMICAL PRODUCT.
9. CONTRACTOR SHALL CLEAN ALL PROPOSED DRAINAGE STRUCTURES AND PIPES UPON COMPLETION OF CONSTRUCTION.
10. PROPOSED ELEVATIONS OF CURB REPRESENT FACE OF CURB OR EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
11. PROPOSED ELEVATIONS IN ALL PERVIOUS AREAS REPRESENT FINISHED TOP OF SOD/GRASS OR ANY OTHER LANDSCAPING MATERIAL.
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14. CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVE BOXES, ETC. TO PROPOSED GRADE IN VICINITY OF PAVEMENT RECONSTRUCTION AND GRADE CHANGES.
15. INLETS CONSTRUCTED ON-SITE IN PAVEMENT OR GRASS AREAS SHALL BE USF (OR APPROVED EQUAL) FRAME 4132 AND GRATE 6429 UNLESS OTHERWISE SPECIFIED.
16. INLETS CONSTRUCTED ON-SITE IN TYPE " D " OR TYPE " F " CURB SHALL BE USF (OR APPROVED EQUAL) FRAME 5130 AND GRATE 6168.
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19. ALL PAVEMENT MARKING AND STRIPING, EXCLUDING PARKING STALL STRIPING, SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS. ALSO, PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL.
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21. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 32 & 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

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1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: –

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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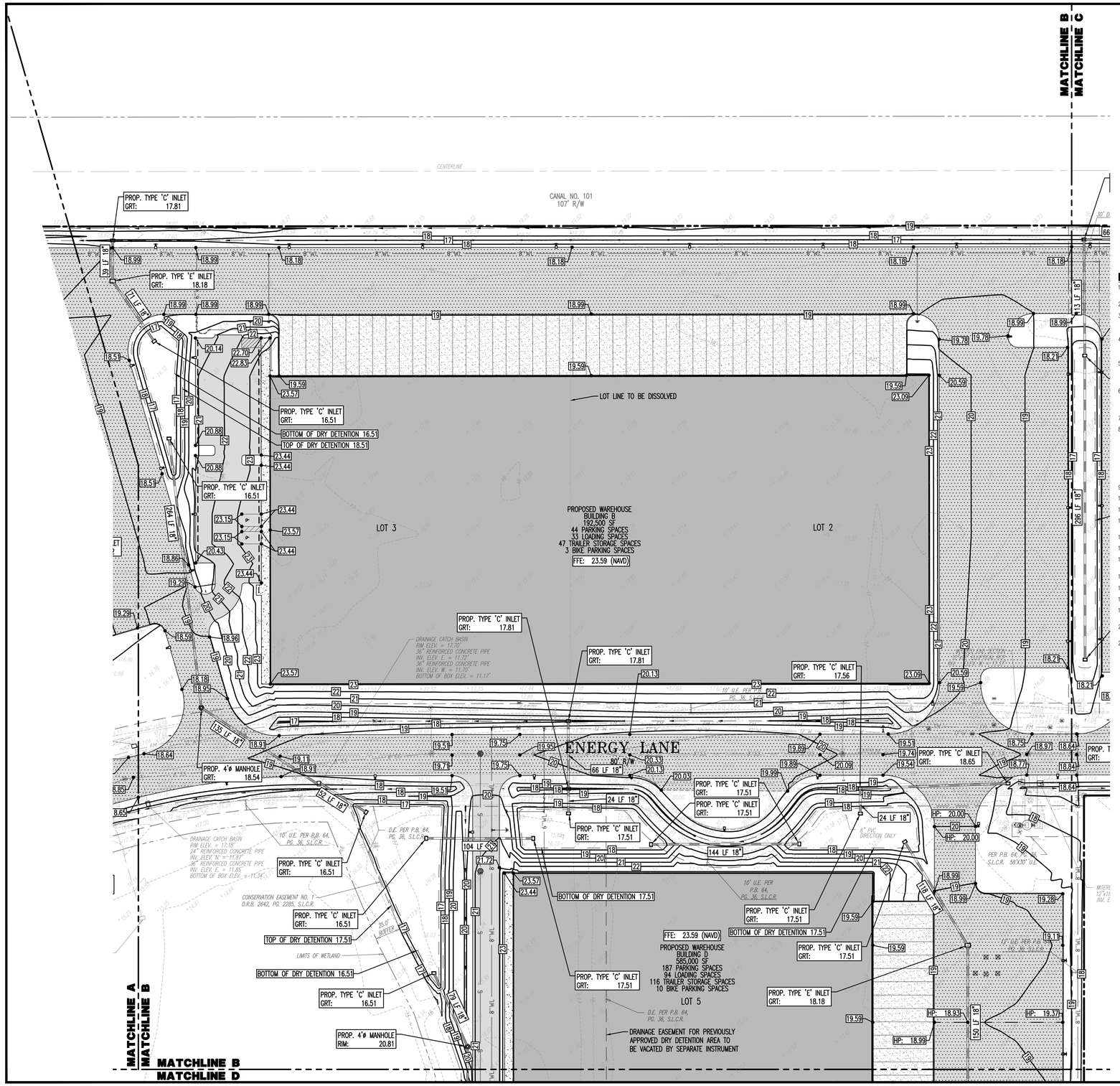
MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

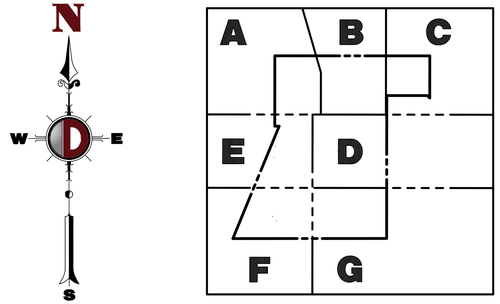
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: **PAVING, GRADING & DRAINAGE PLAN A**

SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C2.01**
Rev. #: 1





PAVING, GRADING & DRAINAGE NOTES

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1	02/07/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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CHECKED BY: MDM
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ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, FORT PIERCE, ST. LUCIE COUNTY, FL 34981
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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
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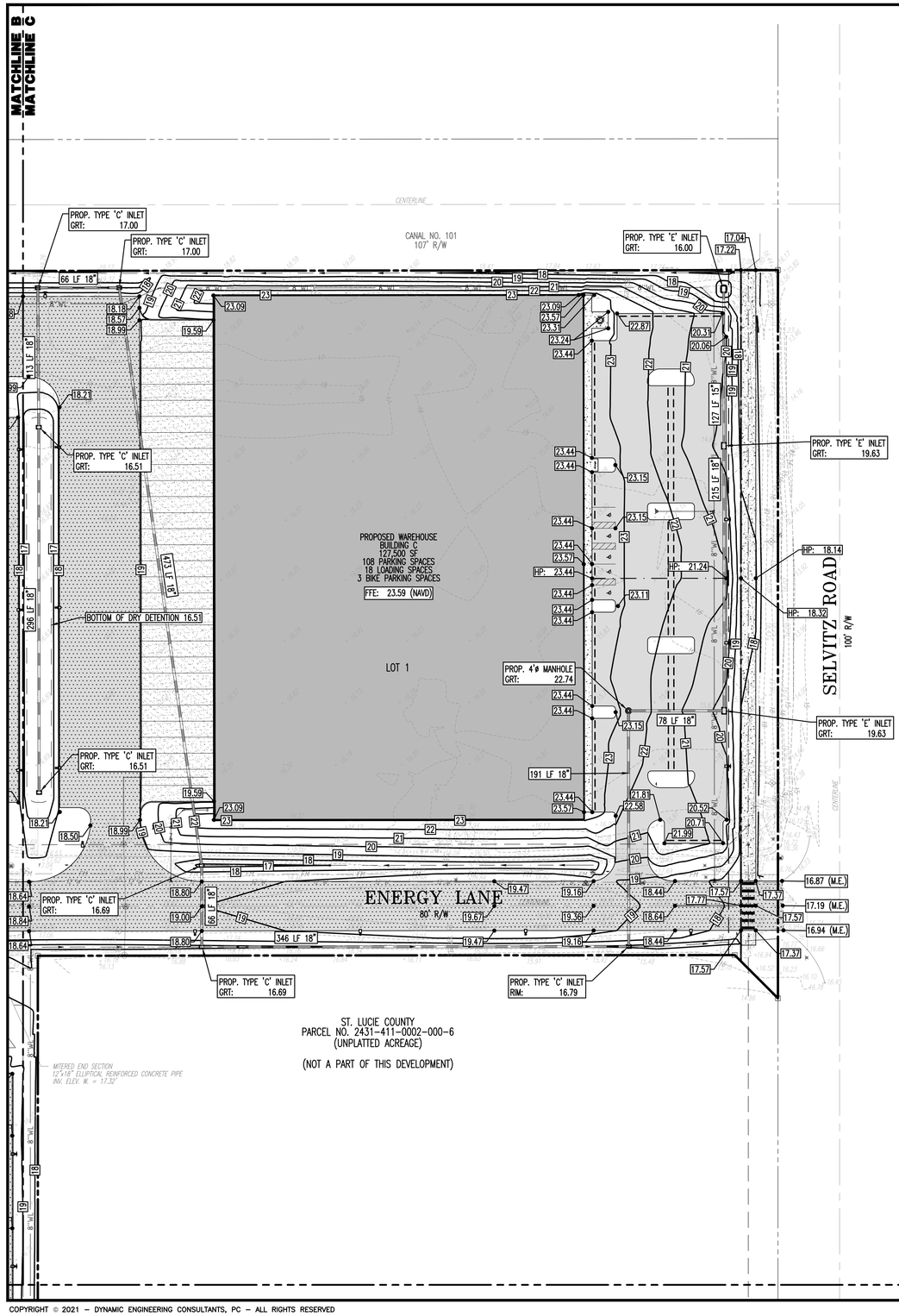
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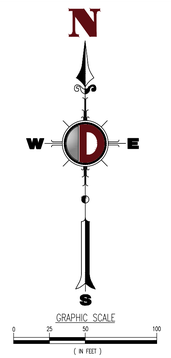
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DATE: 12/03/2021
PROJECT No: 3342-99-005

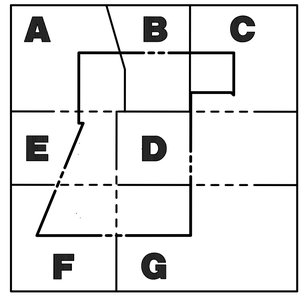
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1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DRAWN BY: KAK | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: –

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SECTION 31, TOWNSHIP 35S, RANGE 40E

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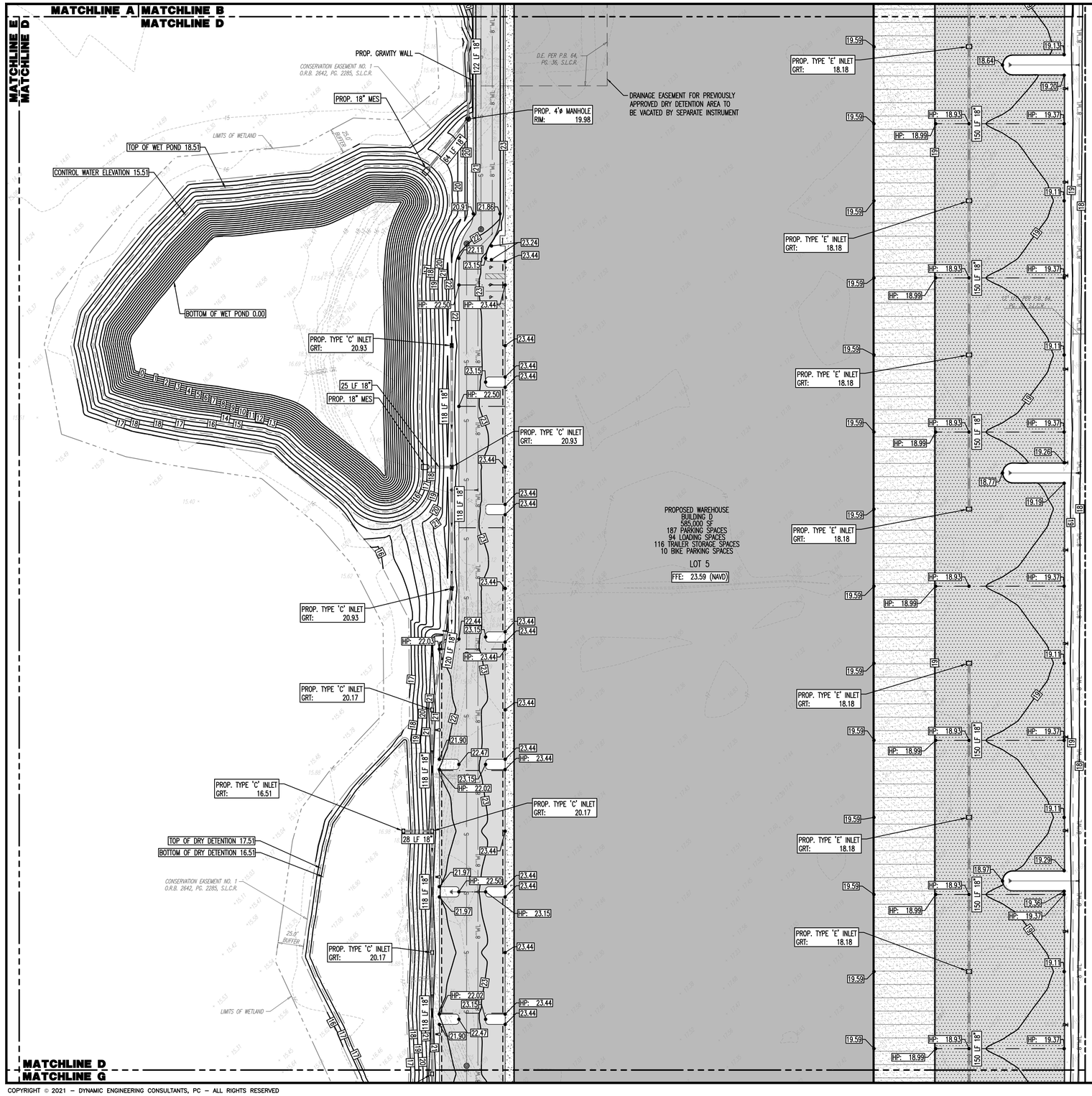
MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 16TH, 2022

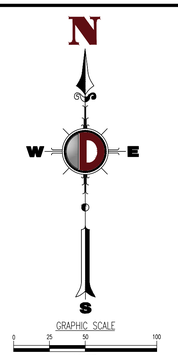
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

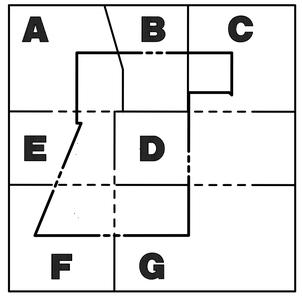
TITLE: **PAVING, GRADING & DRAINAGE PLAN C**

SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C2.03** | Rev. #: 1







PAVING, GRADING & DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL, COUNTY OR FDOT REQUIREMENTS.
2. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
3. THE CROSS SLOPE ON ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 2.0%. THE LONGITUDINAL SLOPE ON ADA ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) SHALL NOT EXCEED 5.0%. THE LONGITUDINAL SLOPE FOR RAMPS SHALL NOT EXCEED 1V:12H (8.3%). ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2.0% IN ANY DIRECTION (INCLUDING DIAGONAL).
4. ALL CATCH BASINS AND DRAINAGE COLLECTION STRUCTURES SHALL BE DESIGNED WITH AN TWENTY-FOUR INCH (24") VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE. IN ADDITION, A TWELVE INCH (12") DIAMETER OPEN SUMP, FILLED WITH WASHED GRADE ROCK, NO LARGER THAN ONE AND ONE HALF INCHES (1½") SHALL BE PLACED IN THE BASE OF THE STRUCTURE.
5. DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD (FDOT) AND/OR U.S. FOUNDRY (USF) PRODUCTS AS SPECIFIED OR APPROVED EQUAL. ALL STORM DRAINAGE STRUCTURES MUST COMPLY WITH JURISDICTIONAL AGENCY DETAILS AND REGULATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION OF STRUCTURES AND COMMENCEMENT OF CONSTRUCTION.
6. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
   a. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4" -24 " DIAMETER
   b. FOR RCP DRAINAGE PIPE MAKE CONNECTION PER FDOT INDEX 430-001, CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL
   c. NOTIFY ENGINEER FOR CONNECTION METHOD TO STEEL PIPE.
7. ALL RAMPS SHALL COMPLY WITH THE LATEST FDOT INDEX STANDARDS.
8. STORM DRAIN PIPE SHALL BE AS FOLLOWS:
   a. RCP CLASS III PER ASTM C-76
   b. ALUMINIZED STEEL TYPE 2 ULTRA FLO
      48"Ø AND SMALLER SHALL BE 2-2/3"x1/2" CORRUGATION
      16 GA WITH A MINIMUM THICKNESS OF 0.064
      54"Ø AND LARGER SHALL BE 5"x1"x1/2" CORRUGATION
      14 GA WITH A MINIMUM THICKNESS OF 0.079
   c. CORRUGATED POLYETHYLENE PIPE PER AASHTO M294. JOINTS SHALL BE WATER TIGHT
   d. ANY STORM PIPE USED MUST BE APPROVED BY LOCAL AUTHORITIES. CONTRACTOR SHALL SELECT THE MOST ECONOMICAL PRODUCT.
9. CONTRACTOR SHALL CLEAN ALL PROPOSED DRAINAGE STRUCTURES AND PIPES UPON COMPLETION OF CONSTRUCTION.
10. PROPOSED ELEVATIONS OF CURB REPRESENT FACE OF CURB OR EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
11. PROPOSED ELEVATIONS IN ALL PERVIOUS AREAS REPRESENT FINISHED TOP OF SOD/GRASS OR ANY OTHER LANDSCAPING MATERIAL.
12. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE LATEST FDOT INDEX STANDARDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. ALL STRIPING IS TO BE PAINTED IN ACCORDANCE WITH FDOT REQUIREMENTS UNLESS OTHERWISE NOTED.
14. CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVE BOXES, ETC. TO PROPOSED GRADE IN VICINITY OF PAVEMENT RECONSTRUCTION AND GRADE CHANGES.
15. INLETS CONSTRUCTED ON-SITE IN PAVEMENT OR GRASS AREAS SHALL BE USF (OR APPROVED EQUAL) FRAME 4132 AND GRATE 6429 UNLESS OTHERWISE SPECIFIED.
16. INLETS CONSTRUCTED ON-SITE IN TYPE "D " OR TYPE "F " CURB SHALL BE USF (OR APPROVED EQUAL) FRAME 5130 AND GRATE 6168.
17. STORM MANHOLES CONSTRUCTED ON-SITE SHALL BE USF (OR APPROVED EQUAL) #170 RING WITH DOUBLE COVER.
18. GRATES IN PAVED AREAS SHALL BE SET AT GRADE. GRATES IN GRASS AREAS SHALL BE SET 0.15 FEET ABOVE GRADE & HAVE A CONCRETE APRON.
19. ALL PAVEMENT MARKING AND STRIPING, EXCLUDING PARKING STALL STRIPING, SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS. ALSO, PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL.
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21. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 32 & 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

LEGEND

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- = HEAVY DUTY ASPHALT PAVEMENT
- = STANDARD DUTY CONCRETE PAVEMENT
- = HEAVY DUTY CONCRETE PAVEMENT
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- TOP/BOTTOM OF WET POND/DRY DETENTION
- CONTROL WATER ELEVATION (15.51)
- PROPOSED SWALE
- 14.15 — EXISTING GRADES
- PROPOSED DRAINAGE PIPE
- PROPOSED DRAINAGE STRUCTURE

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BY	DATE	REV.	COMMENTS
KAK	02/01/22	1	PER CITY OF FT. PIERCE COMMENTS

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DRAWN BY: KAK
DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: –

PROJECT: FORT PIERCE COMMERCE CENTER
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 16TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

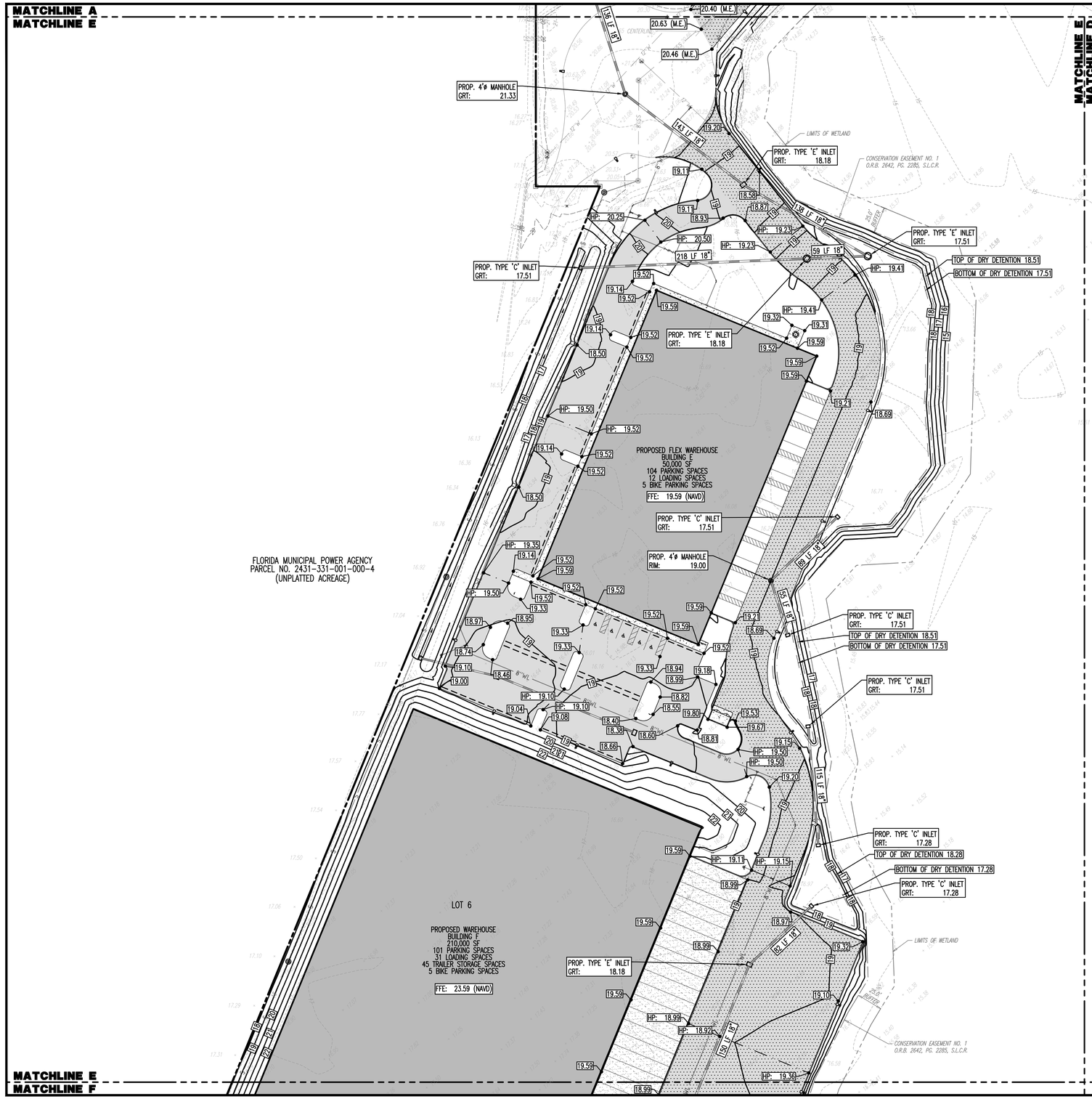
TITLE: PAVING, GRADING & DRAINAGE PLAN D

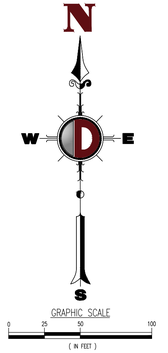
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DATE: 12/03/2021
PROJECT No: 3342-99-005

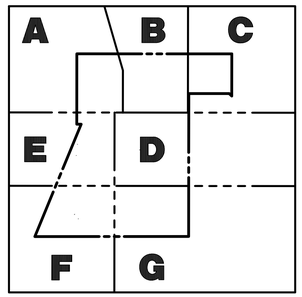
SHEET No: C2.04
Rev. #: 1

Plotted: 02/18/22 – 12:05 PM, By: smcdermott
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- CONTROL WATER ELEVATION (15.51)
- PROPOSED SWALE
- X 44.45 — EXISTING GRADES
- PROPOSED DRAINAGE PIPE
- PROPOSED DRAINAGE STRUCTURE

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REV.	DATE	COMMENTS	BY
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DRAWN BY: KAK | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: –

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

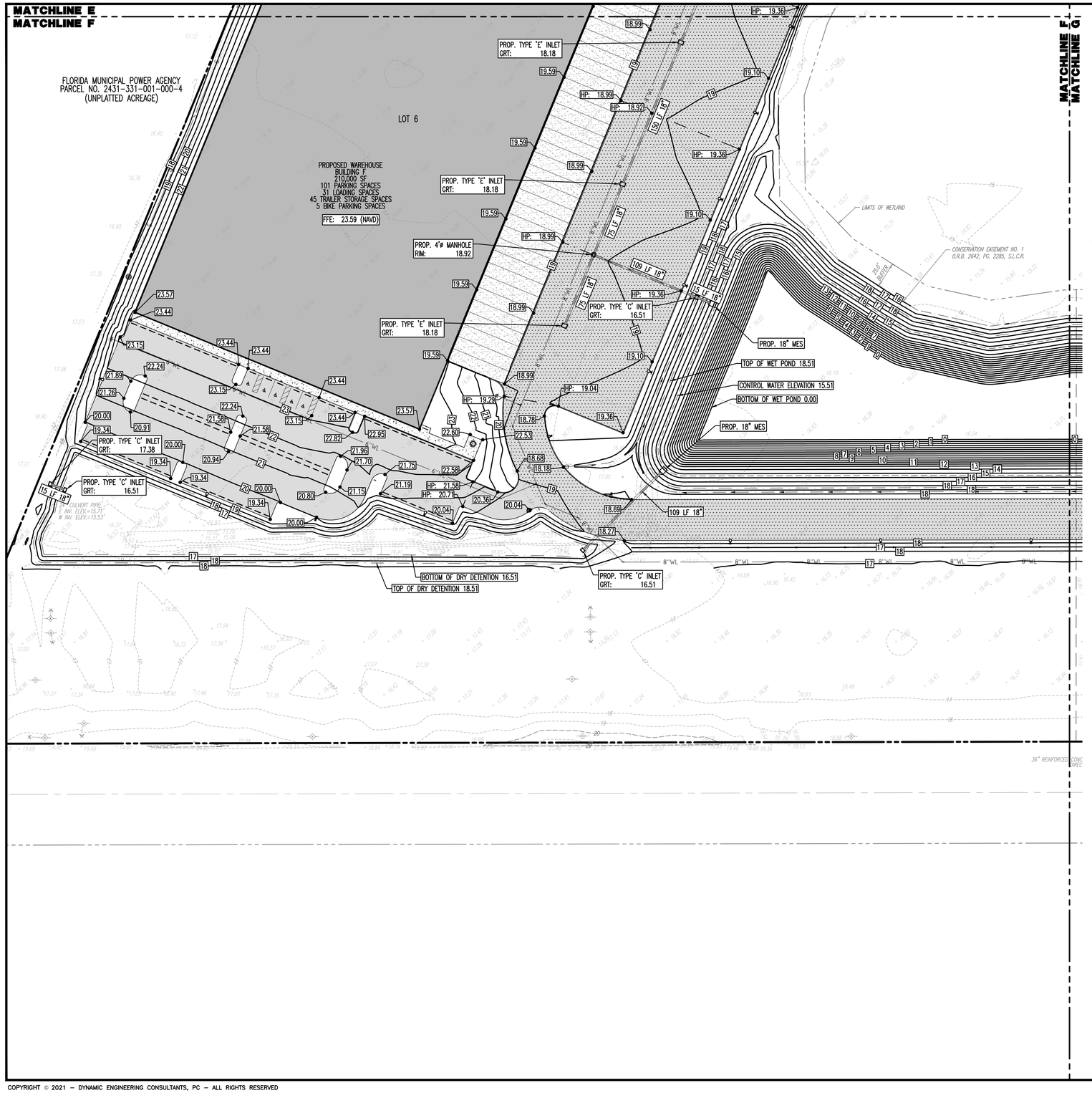
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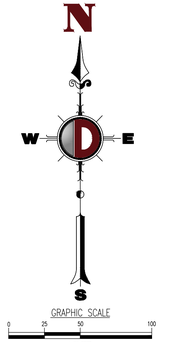
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PROJECT No: 3342-99-005

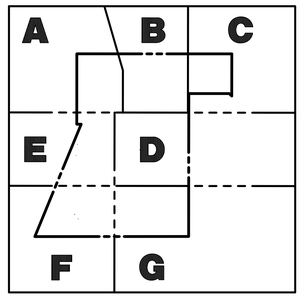
SHEET No: **C2.05** | Rev. #: 1

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Plotted: 03/18/22 – 12:05 PM By: emodemott
File: P:\DECPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\D3342990005SG1.dwg, ----> C2.05 PAVING GRADING & DRAINAGE PLAN E







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14. CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVE BOXES, ETC. TO PROPOSED GRADE IN VICINITY OF PAVEMENT RECONSTRUCTION AND GRADE CHANGES.
15. INLETS CONSTRUCTED ON-SITE IN PAVEMENT OR GRASS AREAS SHALL BE USF (OR APPROVED EQUAL) FRAME 4132 AND GRATE 6429 UNLESS OTHERWISE SPECIFIED.
16. INLETS CONSTRUCTED ON-SITE IN TYPE "D " OR TYPE "F " CURB SHALL BE USF (OR APPROVED EQUAL) FRAME 5130 AND GRATE 6168.
17. STORM MANHOLES CONSTRUCTED ON-SITE SHALL BE USF (OR APPROVED EQUAL) #170 RING WITH DOUBLE COVER.
18. GRATES IN PAVED AREAS SHALL BE SET AT GRADE. GRATES IN GRASS AREAS SHALL BE SET 0.15 FEET ABOVE GRADE & HAVE A CONCRETE APRON.
19. ALL PAVEMENT MARKING AND STRIPING, EXCLUDING PARKING STALL STRIPING, SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS. ALSO, PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL.
20. ALL EXISTING AND PROPOSED RIM ELEVATIONS SHALL BE SET TO FINISHED SURFACE GRADE, UNLESS OTHERWISE SPECIFICALLY NOTED ON THE PLAN. THIS SHALL INCLUDE ALL UTILITY, SEWER, WATER AND DRAINAGE STRUCTURES, MANHOLES, INLETS, VAULTS, VALVES AND OTHER APPURTENANCES.
21. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 32 & 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

LEGEND

- = STANDARD DUTY ASPHALT PAVEMENT
- = HEAVY DUTY ASPHALT PAVEMENT
- = STANDARD DUTY CONCRETE PAVEMENT
- = HEAVY DUTY CONCRETE PAVEMENT
- 18.50 — PROPOSED SPOT ELEVATIONS
- 18.50 (M.E.) — MATCH EXISTING GRADES
- HP: 18.50 — PROPOSED HIGH POINT GRADES
- GRADE BREAK
- 14 — PROPOSED CONTOUR
- 15 — EXISTING MAJOR CONTOUR
- 14 — EXISTING MINOR CONTOUR
- TOP/BOTTOM OF WET POND/DRY DETENTION
- CONTROL WATER ELEVATION (15.51)
- PROPOSED SWALE
- x 14.5 — EXISTING GRADES
- PROPOSED DRAINAGE PIPE
- PROPOSED DRAINAGE STRUCTURE

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

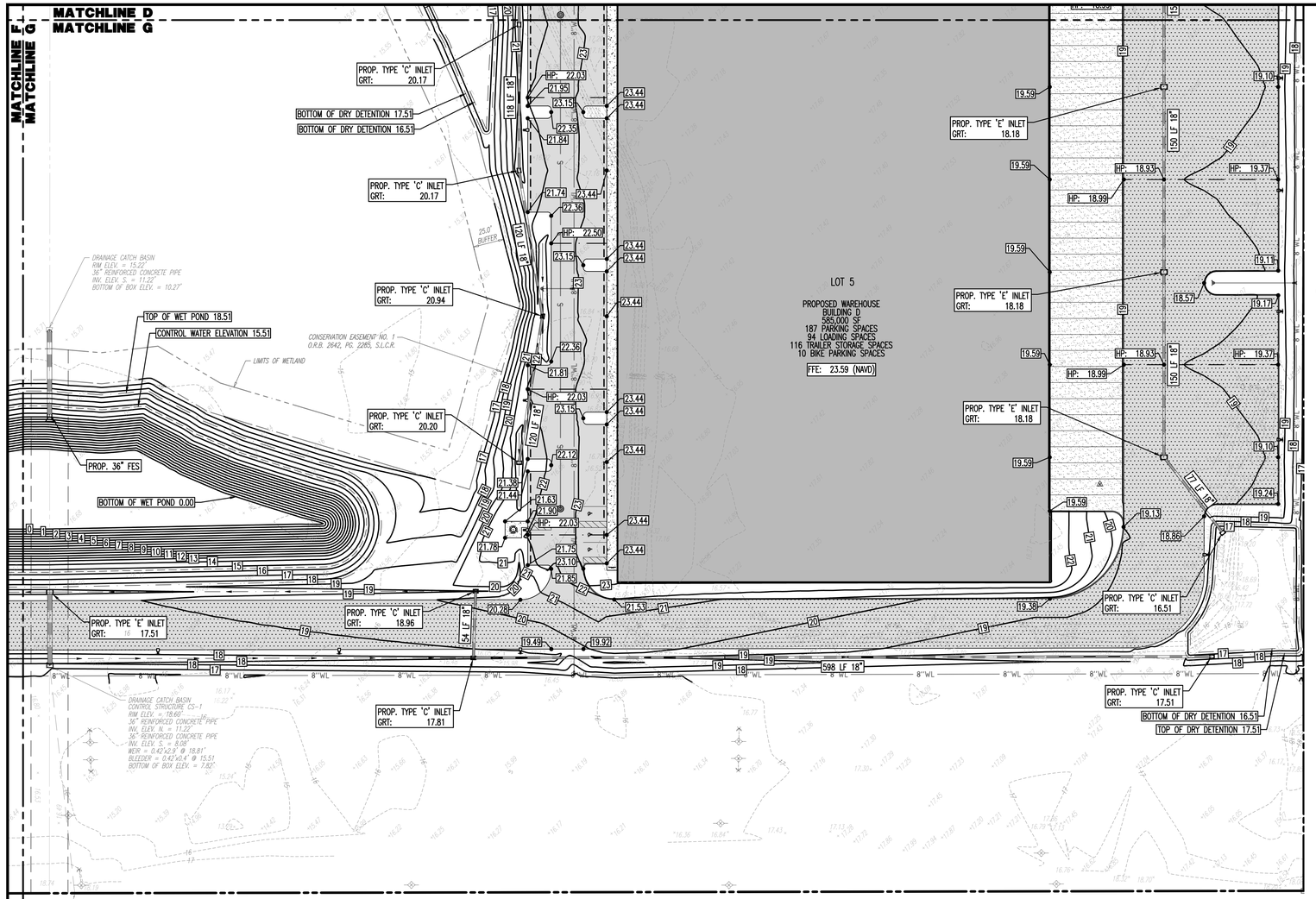
TITLE: **PAVING, GRADING & DRAINAGE PLAN F**

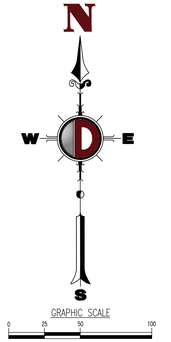
SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

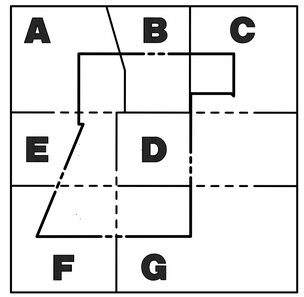
SHEET No: **C2.06** | Rev. #: 1

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File: P:\DEC/PC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\3342990055G1.dwg, ---> C2.06 PAVING GRADING & DRAINAGE PLAN F







PAVING, GRADING & DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL, COUNTY OR FDOT REQUIREMENTS.
2. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
3. THE CROSS SLOPE ON ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 2.0%. THE LONGITUDINAL SLOPE ON ADA ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) SHALL NOT EXCEED 5.0%. THE LONGITUDINAL SLOPE FOR RAMPS SHALL NOT EXCEED 1V:12H (8.3%). ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2.0% IN ANY DIRECTION (INCLUDING DIAGONAL).
4. ALL CATCH BASINS AND DRAINAGE COLLECTION STRUCTURES SHALL BE DESIGNED WITH AN TWENTY-FOUR INCH (24") VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE. IN ADDITION, A TWELVE INCH (12") DIAMETER OPEN SUMP, FILLED WITH WASHED GRADE ROCK, NO LARGER THAN ONE AND ONE HALF INCHES (1½") SHALL BE PLACED IN THE BASE OF THE STRUCTURE.
5. DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD (FDOT) AND/OR U.S. FOUNDRY (USF) PRODUCTS AS SPECIFIED OR APPROVED EQUAL. ALL STORM DRAINAGE STRUCTURES MUST COMPLY WITH JURISDICTIONAL AGENCY DETAILS AND REGULATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION OF STRUCTURES AND COMMENCEMENT OF CONSTRUCTION.
6. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
   a. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4" -24 " DIAMETER
   b. FOR RCP DRAINAGE PIPE MAKE CONNECTION PER FDOT INDEX 430-001, CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL
   c. NOTIFY ENGINEER FOR CONNECTION METHOD TO STEEL PIPE.
7. ALL RAMPS SHALL COMPLY WITH THE LATEST FDOT INDEX STANDARDS.
8. STORM DRAIN PIPE SHALL BE AS FOLLOWS:
   a. RCP CLASS III PER ASTM C-76
   b. ALUMINIZED STEEL TYPE 2 ULTRA FLO
      48"Ø AND SMALLER SHALL BE 2-2/3"x1/2" CORRUGATION
      16 GA WITH A MINIMUM THICKNESS OF 0.064
      54"Ø AND LARGER SHALL BE 5"x1" CORRUGATION
      14 GA WITH A MINIMUM THICKNESS OF 0.079
   c. CORRUGATED POLYETHYLENE PIPE PER AASHTO M294. JOINTS SHALL BE WATER TIGHT
   d. ANY STORM PIPE USED MUST BE APPROVED BY LOCAL AUTHORITIES. CONTRACTOR SHALL SELECT THE MOST ECONOMICAL PRODUCT.
9. CONTRACTOR SHALL CLEAN ALL PROPOSED DRAINAGE STRUCTURES AND PIPES UPON COMPLETION OF CONSTRUCTION.
10. PROPOSED ELEVATIONS OF CURB REPRESENT FACE OF CURB OR EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
11. PROPOSED ELEVATIONS IN ALL PERVIOUS AREAS REPRESENT FINISHED TOP OF SOD/GRASS OR ANY OTHER LANDSCAPING MATERIAL.
12. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE LATEST FDOT INDEX STANDARDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. ALL STRIPING IS TO BE PAINTED IN ACCORDANCE WITH FDOT REQUIREMENTS UNLESS OTHERWISE NOTED.
14. CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVE BOXES, ETC. TO PROPOSED GRADE IN VICINITY OF PAVEMENT RECONSTRUCTION AND GRADE CHANGES.
15. INLETS CONSTRUCTED ON-SITE IN PAVEMENT OR GRASS AREAS SHALL BE USF (OR APPROVED EQUAL) FRAME 4132 AND GRATE 6429 UNLESS OTHERWISE SPECIFIED.
16. INLETS CONSTRUCTED ON-SITE IN TYPE " D " OR TYPE " F " CURB SHALL BE USF (OR APPROVED EQUAL) FRAME 5130 AND GRATE 6168.
17. STORM MANHOLES CONSTRUCTED ON-SITE SHALL BE USF (OR APPROVED EQUAL) #170 RING WITH DOUBLE COVER.
18. GRATES IN PAVED AREAS SHALL BE SET AT GRADE. GRATES IN GRASS AREAS SHALL BE SET 0.15 FEET ABOVE GRADE & HAVE A CONCRETE APRON.
19. ALL PAVEMENT MARKING AND STRIPING, EXCLUDING PARKING STALL STRIPING, SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS. ALSO, PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL.
20. ALL EXISTING AND PROPOSED RIM ELEVATIONS SHALL BE SET TO FINISHED SURFACE GRADE, UNLESS OTHERWISE SPECIFICALLY NOTED ON THE PLAN. THIS SHALL INCLUDE ALL UTILITY, SEWER, WATER AND DRAINAGE STRUCTURES, MANHOLES, INLETS, VAULTS, VALVES AND OTHER APPURTENANCES.
21. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 32 & 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

LEGEND

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- CONTROL WATER ELEVATION (15.51)
- PROPOSED SWALE
- x 14.15 — EXISTING GRADES
- PROPOSED DRAINAGE PIPE
- PROPOSED DRAINAGE STRUCTURE

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File: P:\DEPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\03342990005SG1.dwg, ----> C2.07 PAVING GRADING & DRAINAGE PLAN G

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SELVITZ ROAD & ENERGY LANE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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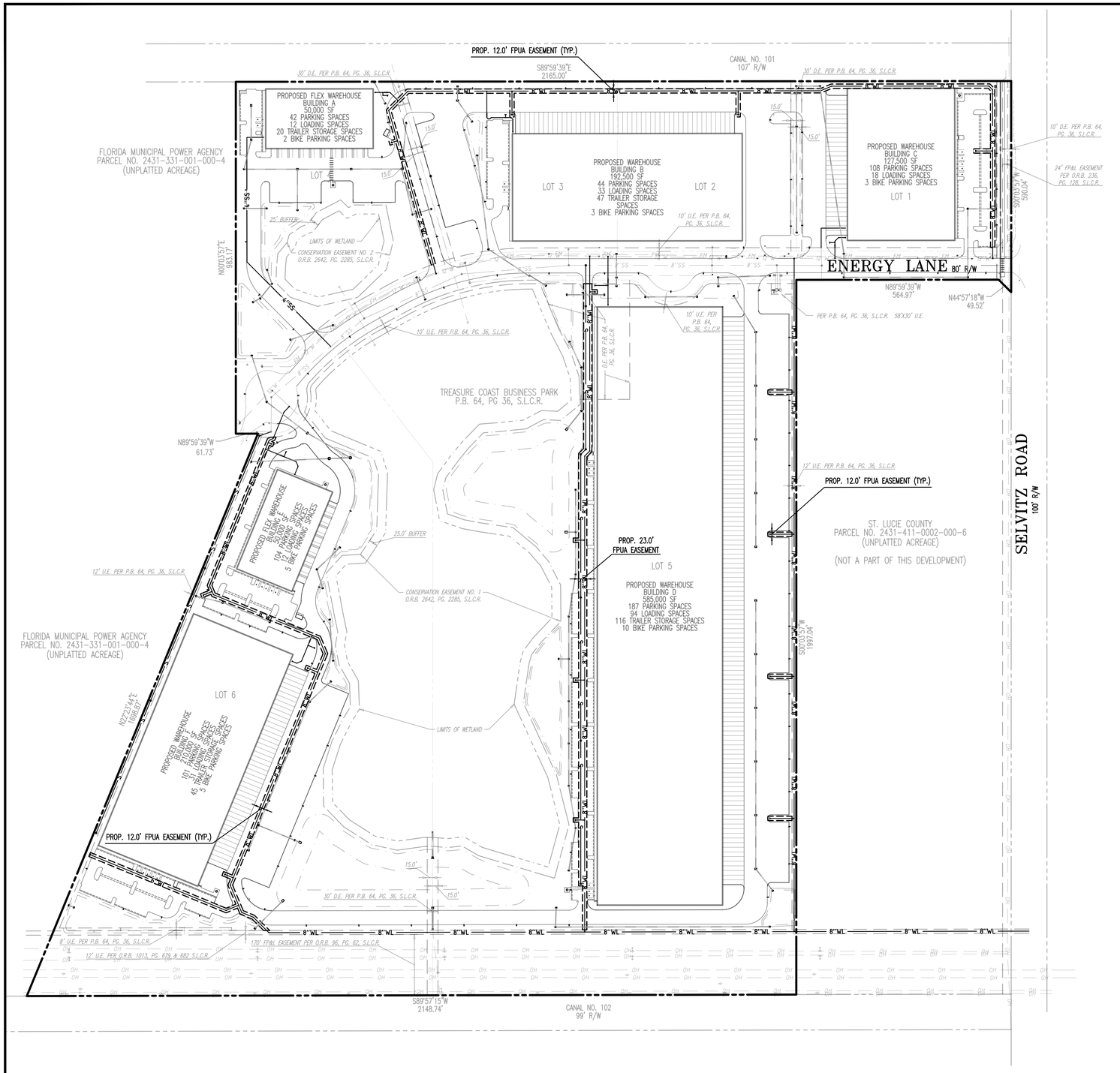
MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

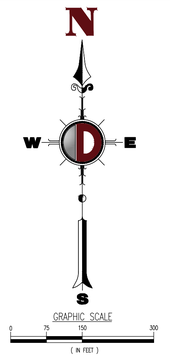
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

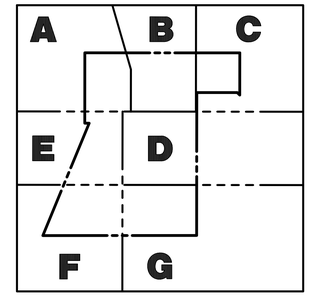
TITLE: **PAVING, GRADING & DRAINAGE PLAN G**

SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C2.07** | Rev. #: 1







KEY MAP

UTILITY NOTES

1. CONTRACTOR SHALL FURNISH AND INSTALL NECESSARY PIPE AND FITTINGS TO TRANSITION PIPE MATERIALS WHEN REQUIRED AND TO CONNECT TO BUILDING PLUMBING.
2. ALL MANHOLES, VALVES, CLEANOUTS AND OTHER SUCH BOXES IN PAVEMENT OR SIDEWALKS SHALL BE SET FLUSH WITH PAVEMENT TO MATCH THE PROPOSED SLOPE AND SHALL BE H-20 TRAFFIC RATED.
3. ANY TREES OR SHRUBS PLACED WITHIN WATER, SEWER, OR DRAINAGE EASEMENTS SHALL CONFORM TO THE FT. PIERCE UTILITIES AUTHORITY STANDARD DETAILS.
4. NO PROPOSED IMPROVEMENTS, BUILDINGS OR ANY KIND OF CONSTRUCTION CAN BE PLACED ON OR WITHIN ANY WATER, SEWER, OR DRAINAGE EASEMENTS, UNLESS APPROVED BY THE CITY OF FT. PIERCE CITY ENGINEER.
5. NO PROPOSED STRUCTURES SHALL BE INSTALLED WITHIN A HORIZONTAL DISTANCE OF 10-FEET FROM ANY EXISTING OR PROPOSED WATER, SEWER, OR DRAINAGE FACILITIES, UNLESS APPROVED BY THE FT. PIERCE UTILITIES AUTHORITY ENGINEER.
6. ALL WATER MAIN (WM) SPECIFIED TO BE PVC SHALL BE AWWA C-900 DR-18 OR C-900 DR-18 UNLESS OTHERWISE NOTED. ALL WATER MAIN (WM) SPECIFIED TO BE PE SHALL BE AWWA C-901 OR C-906 W/ STANDARD CODE DESIGNATION AS PE 408 PIPE, CLASS 200 DR-17.
7. ALL WATER MAIN SHALL HAVE A MINIMUM 36" COVER OVER THE TOP OF THE PIPE UNLESS OTHERWISE NOTED. WATER AND FIRE MAINS SHALL HAVE MIN. 6" VERTICAL SEPARATION FROM EACH OTHER.
8. ALL FITTINGS FOR WATER MAIN AND FIRE MAIN SHALL BE DUCTILE IRON MECHANICAL JOINT FITTINGS UNLESS OTHERWISE NOTED.
9. PIPE DEFLECTION OF WATER MAIN AND FIRE MAIN SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.
10. ALL GRAVITY SEWER MAINS SHALL BE PVC SDR-26 UNLESS OTHERWISE NOTED
11. ALL GRAVITY SEWER LATERALS SHALL BE PVC SDR-35 UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL COORDINATE UNDERGROUND ELECTRIC SERVICE CONNECTION WITH FPUA FOR CONDUIT SIZE AND BURIED DEPTH REQUIREMENT.
13. WATER METER SIZES SHALL BE DESIGNED BY ENGINEER OF RECORD AND SHALL BE CHECKED AND AUTHORIZED BY THE FT. PIERCE UTILITIES AUTHORITY.
14. ALL SEWER LATERALS SHALL BE CONNECTED TO SEWER MAIN AND NOT DIRECTLY INTO SEWER MANHOLES.
15. THE FT. PIERCE UTILITIES AUTHORITY MUST BE GIVEN AT LEAST 48 HOURS NOTIFICATION PRIOR TO ANY SHUT-DOWN AND/OR REMOVAL OF EXISTING WATER MAIN OR SANITARY SEWER LINES.
16. A MINIMUM HORIZONTAL DISTANCE OF 10 FEET MUST BE PROVIDED BETWEEN WATER MAINS AND STORM OR SANITARY SEWERS.
17. PRIOR TO ANY SANITARY SEWER SERVICE CONNECTION, REMOVAL AND/OR ABANDONMENT THE EXISTING SEWER LINE WILL BE TELEVISED AND CD SUBMITTED TO THE FT. PIERCE UTILITIES AUTHORITY.
18. PROPOSED WATER AND SEWER IMPROVEMENTS IN PRIVATE PROPERTY SHALL MEET ST. LUCIE COUNTY HEALTH DEPARTMENT SEPARATION REQUIREMENTS, THESE CONFLICTS WILL BE ADDRESS DURING CONSTRUCTION AND WON'T AFFECT THE PUBLIC SAFETY
19. CITY MAINTAINED UTILITIES WILL NEED TO BE TESTED AND PROTECTED (IE. PAVED AT LEAST UP TO FIRST LIFT, IF NOT ROADWAY) PRIOR TO ISSUANCE OF CERTIFICATION OF OCCUPANCY.

LEGEND:

- S — S — PROP. 8" PVC SANITARY MAIN
- 4"SS — PROP. 4" SANITARY LATERAL
- 6"WL — PROP. 6" DIP FIRE SERVICE
- 8"WL — PROP. 8" PVC WATER MAIN
- 12"W — 12"W — EXISTING 12" PVC WATER MAIN
- FM — FM — EXISTING 12" PVC SANITARY FORCE MAIN
- 8"SS — 8"SS — EXISTING 8" PVC SANITARY MAIN
- OH — OH — EXISTING OVERHEAD UTILITY LINES
- PROPOSED DRAINAGE PIPE

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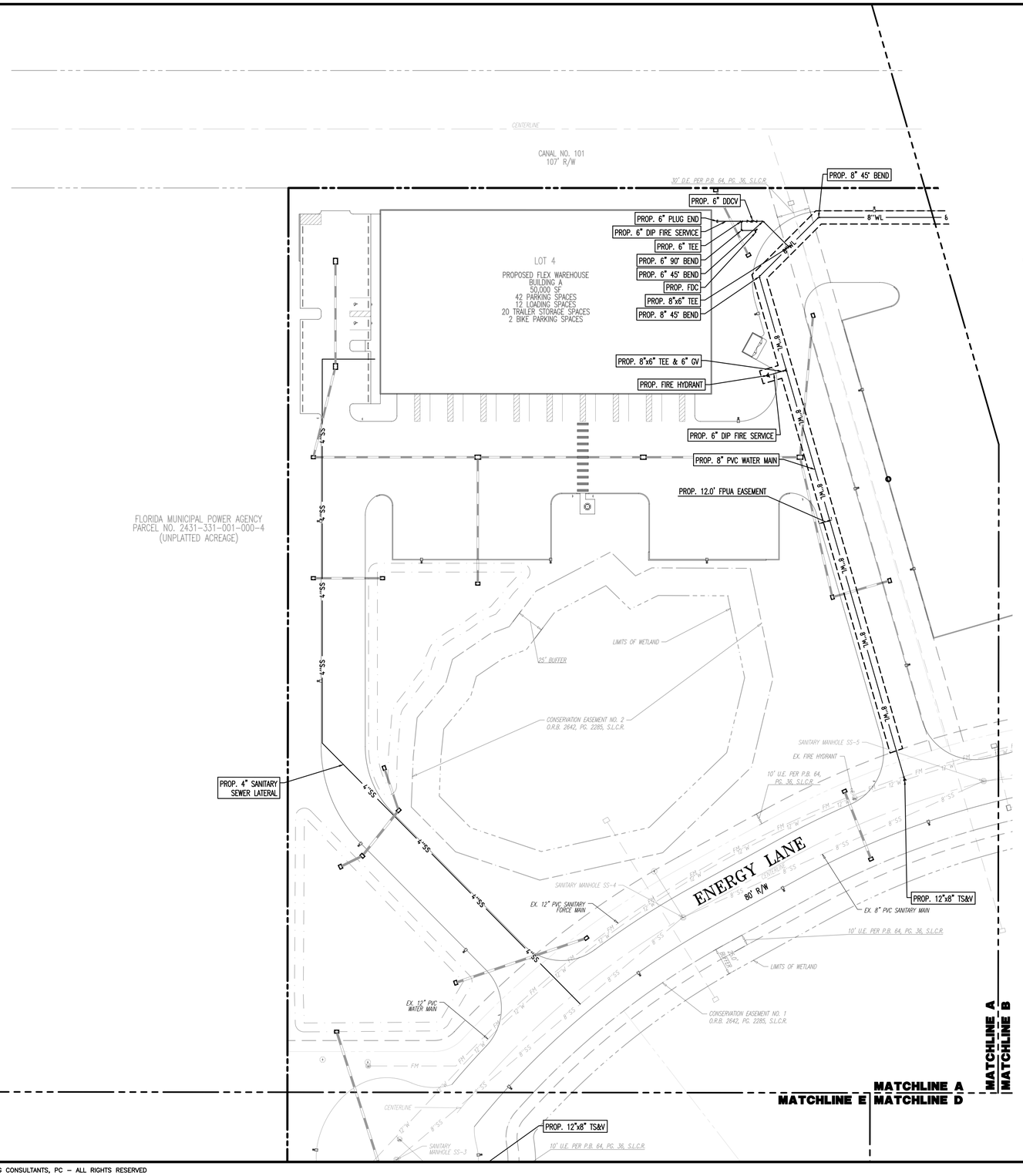
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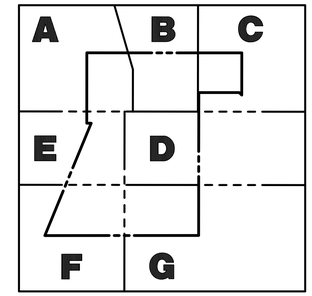
TITLE: **OVERALL UTILITY PLAN**

SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C3.00** | Rev. #: 1



N
W
E
S
GRAPHIC SCALE
0 25 50 100
(IN FEET)



KEY MAP

UTILITY NOTES

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2. ALL MANHOLES, VALVES, CLEANOUTS AND OTHER SUCH BOXES IN PAVEMENT OR SIDEWALKS SHALL BE SET FLUSH WITH PAVEMENT TO MATCH THE PROPOSED SLOPE AND SHALL BE H-20 TRAFFIC RATED.
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14. ALL SEWER LATERALS SHALL BE CONNECTED TO SEWER MAIN AND NOT DIRECTLY INTO SEWER MANHOLES.
15. THE FT. PIERCE UTILITIES AUTHORITY MUST BE GIVEN AT LEAST 48 HOURS NOTIFICATION PRIOR TO ANY SHUT-DOWN AND/OR REMOVAL OF EXISTING WATER MAIN OR SANITARY SEWER LINES.
16. A MINIMUM HORIZONTAL DISTANCE OF 10 FEET MUST BE PROVIDED BETWEEN WATER MAINS AND STORM OR SANITARY SEWERS.
17. PRIOR TO ANY SANITARY SEWER SERVICE CONNECTION, REMOVAL AND/OR ABANDONMENT THE EXISTING SEWER LINE WILL BE TELEVISED AND CD SUBMITTED TO THE FT. PIERCE UTILITIES AUTHORITY.
18. PROPOSED WATER AND SEWER IMPROVEMENTS IN PRIVATE PROPERTY SHALL MEET ST. LUCIE COUNTY HEALTH DEPARTMENT SEPARATION REQUIREMENTS, THESE CONFLICTS WILL BE ADDRESS DURING CONSTRUCTION AND WON'T AFFECT THE PUBLIC SAFETY
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LEGEND:

S S	– PROP. 8" PVC SANITARY MAIN
4"SS	– PROP. 4" SANITARY LATERAL
6"WL	– PROP. 6" DIP FIRE SERVICE
8"WL	– PROP. 8" PVC WATER MAIN
12"W 12"W	– EXISTING 12" PVC WATER MAIN
FM FM	– EXISTING 12" PVC SANITARY FORCE MAIN
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OH OH	– EXISTING OVERHEAD UTILITY LINES
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1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DESIGNED BY: ACM
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PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

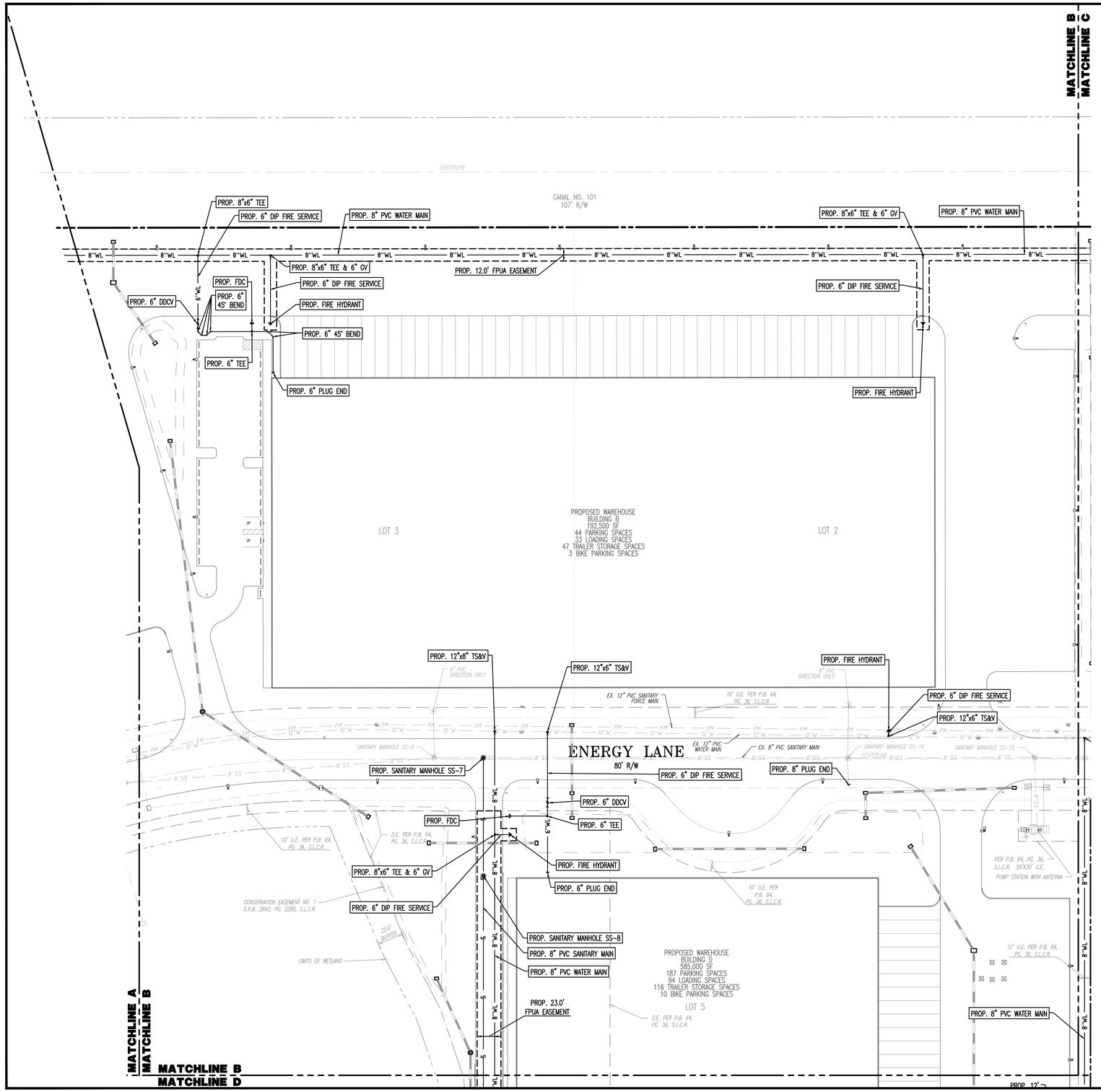
TITLE: **UTILITY PLAN A**

SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C3.01**
Rev. #: 1

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Plotted: 02/18/22 – 12:05 PM By: smclemmott
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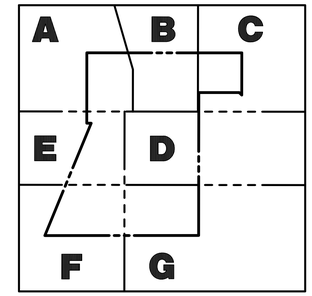
W D E

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GRAPHIC SCALE

0 25 50 100

(IN FEET)



KEY MAP

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3. ANY TREES OR SHRUBS PLACED WITHIN WATER, SEWER, OR DRAINAGE EASEMENTS SHALL CONFORM TO THE FT. PIERCE UTILITIES AUTHORITY STANDARD DETAILS.
4. NO PROPOSED IMPROVEMENTS, BUILDINGS OR ANY KIND OF CONSTRUCTION CAN BE PLACED ON OR WITHIN ANY WATER, SEWER, OR DRAINAGE EASEMENTS, UNLESS APPROVED BY THE CITY OF FT. PIERCE CITY ENGINEER.
5. NO PROPOSED STRUCTURES SHALL BE INSTALLED WITHIN A HORIZONTAL DISTANCE OF 10-FEET FROM ANY EXISTING OR PROPOSED WATER, SEWER, OR DRAINAGE FACILITIES, UNLESS APPROVED BY THE FT. PIERCE UTILITIES AUTHORITY ENGINEER.
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7. ALL WATER MAIN SHALL HAVE A MINIMUM 36" COVER OVER THE TOP OF THE PIPE UNLESS OTHERWISE NOTED. WATER AND FIRE MAINS SHALL HAVE MIN. 6" VERTICAL SEPARATION FROM EACH OTHER.
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- 8"SS — 8"SS — EXISTING 8" PVC SANITARY MAIN
- OH — OH — EXISTING OVERHEAD UTILITY LINES
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PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

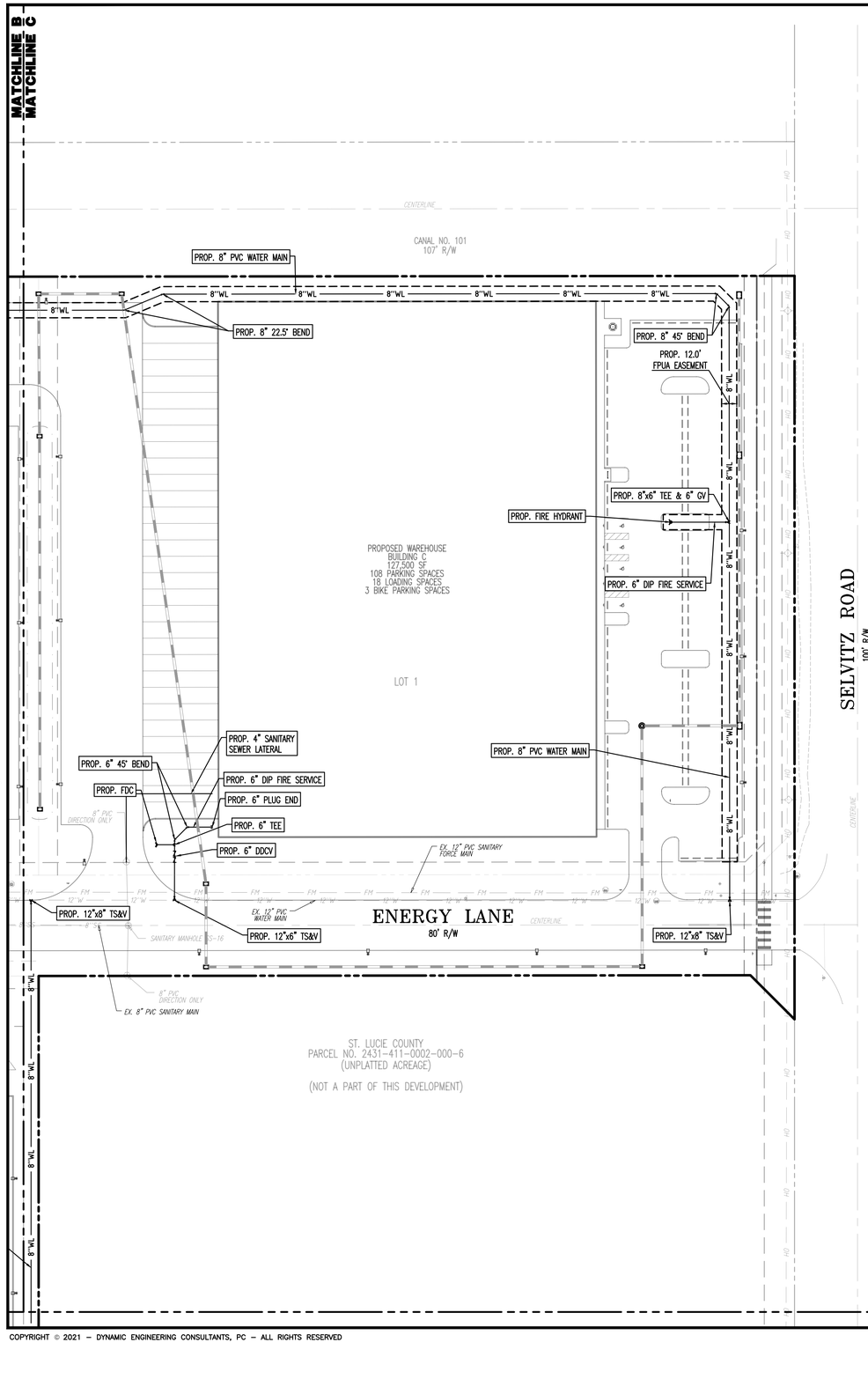
TITLE: UTILITY PLAN B

SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C3.02
Rev. #: 1

Plotted: 02/18/22 – 12:05 PM, By: gmcdermott
File: P:\DEDPC PROJECTS\3342 Sterling Education Group, LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\03342990005U1.dwg, ----> C3.02 UTILITY PLAN B

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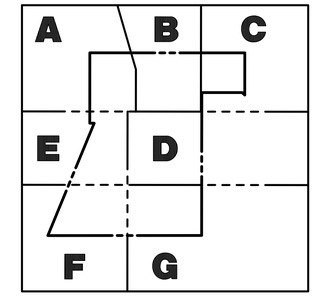
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GRAPHIC SCALE

0 25 50 100

(IN FEET)



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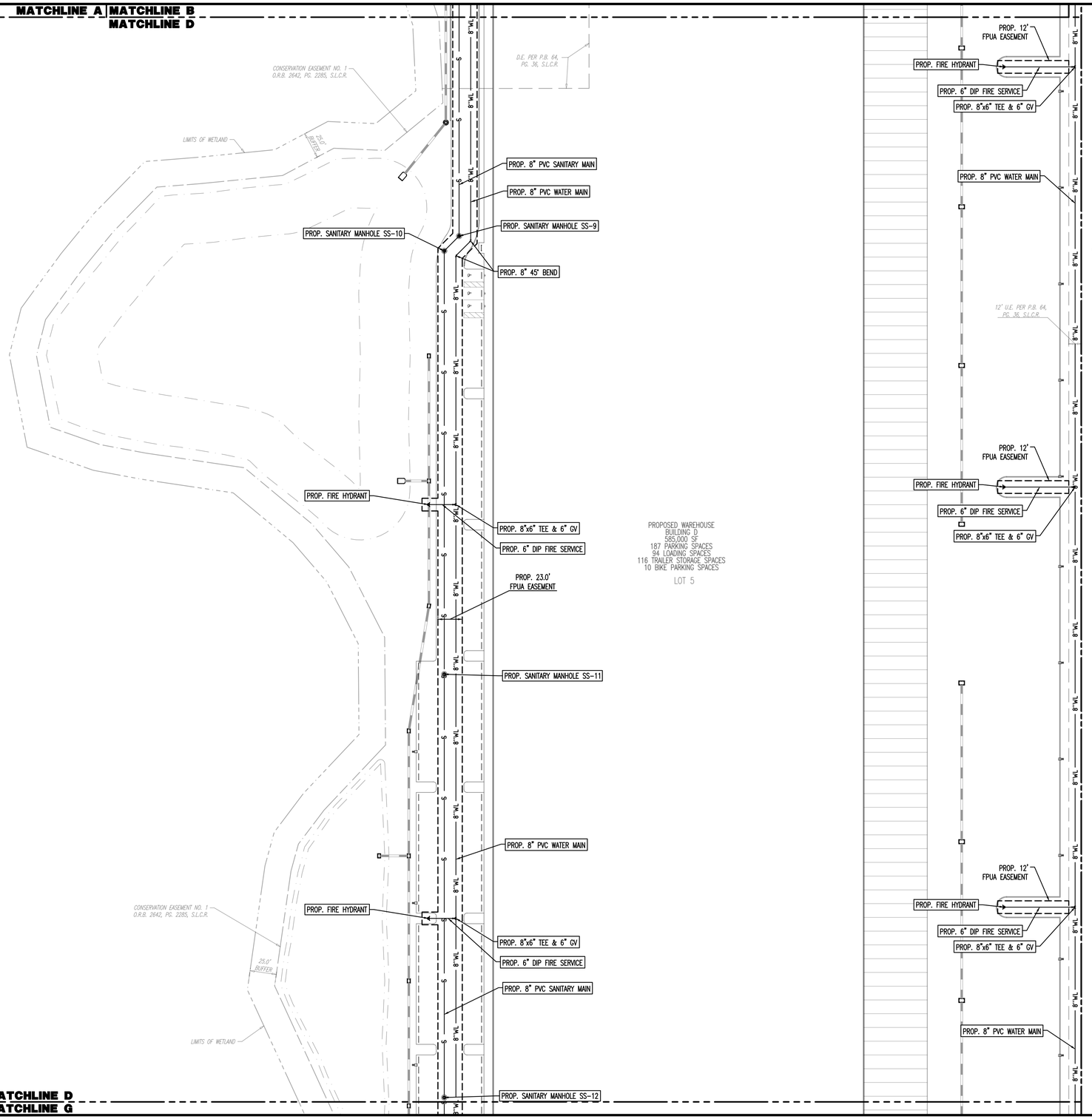
TITLE: **UTILITY PLAN C**

SCALE: (H) A:S (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

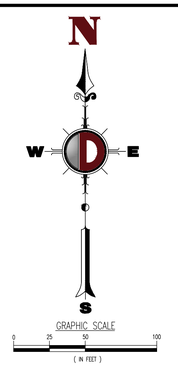
SHEET No: **C3.03**
Rev. #: 1

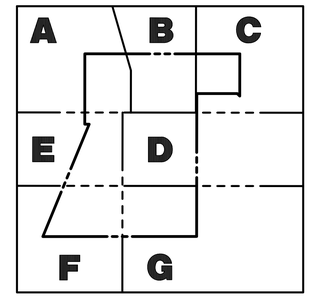
MATCHLINE A | MATCHLINE B
MATCHLINE D

MATCHLINE E
MATCHLINE D



MATCHLINE D
MATCHLINE G





KEY MAP

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE:
UTILITY PLAN D

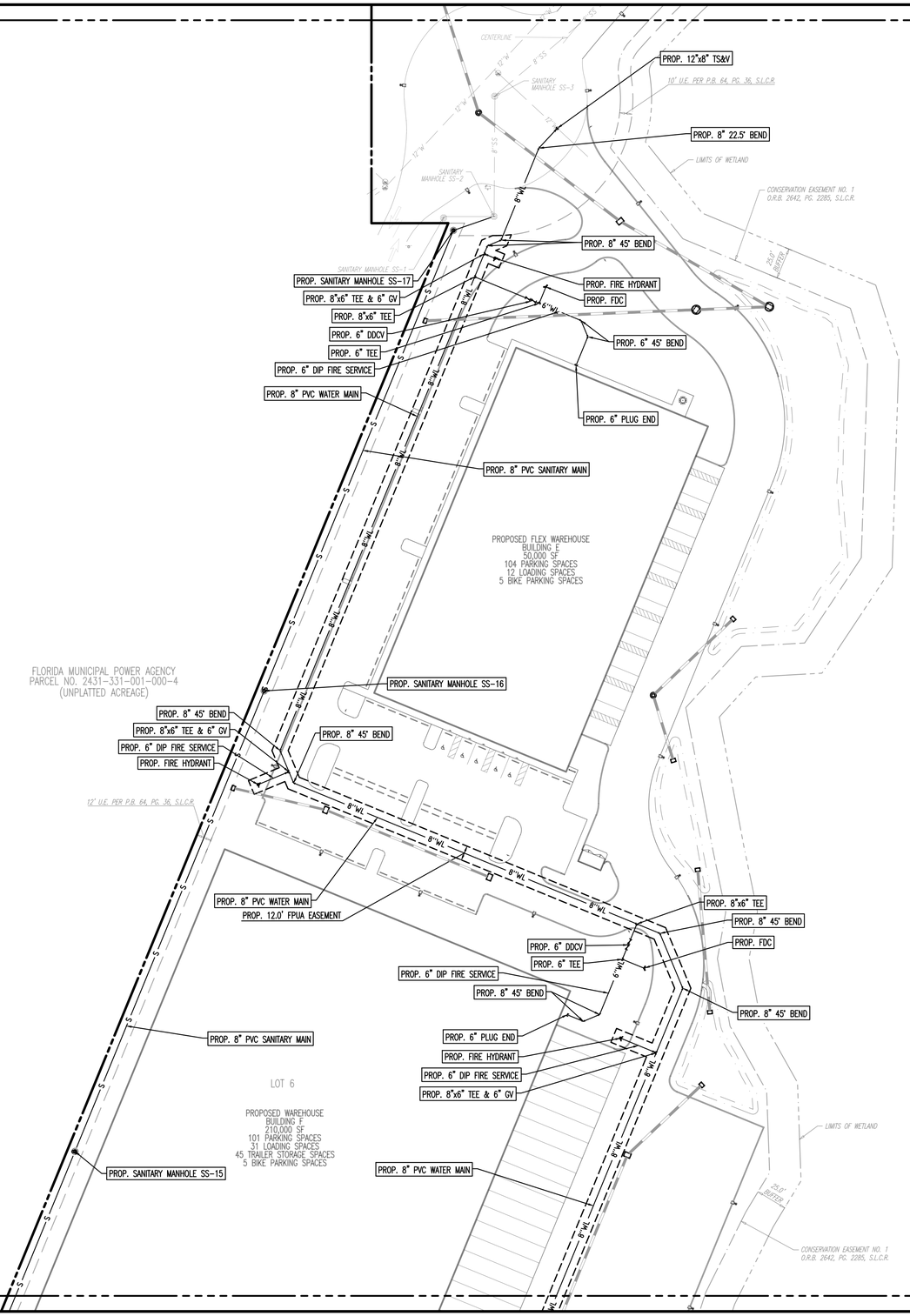
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DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C3.04
Rev. #: 1

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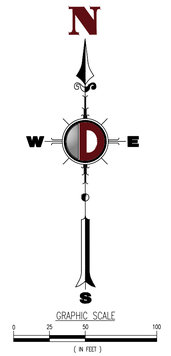
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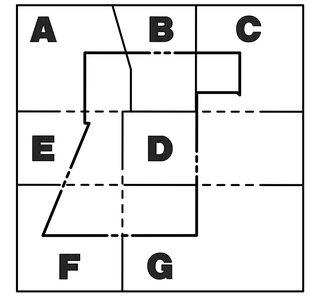
MATCHLINE A
MATCHLINE E



MATCHLINE E
MATCHLINE F

MATCHLINE E
MATCHLINE D





KEY MAP

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- FM — FM — EXISTING 12" PVC SANITARY FORCE MAIN
- 8"SS — 8"SS — EXISTING 8" PVC SANITARY MAIN
- OH — OH — EXISTING OVERHEAD UTILITY LINES
- PROPOSED DRAINAGE PIPE

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ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, ST. LUCIE COUNTY, FL 34981
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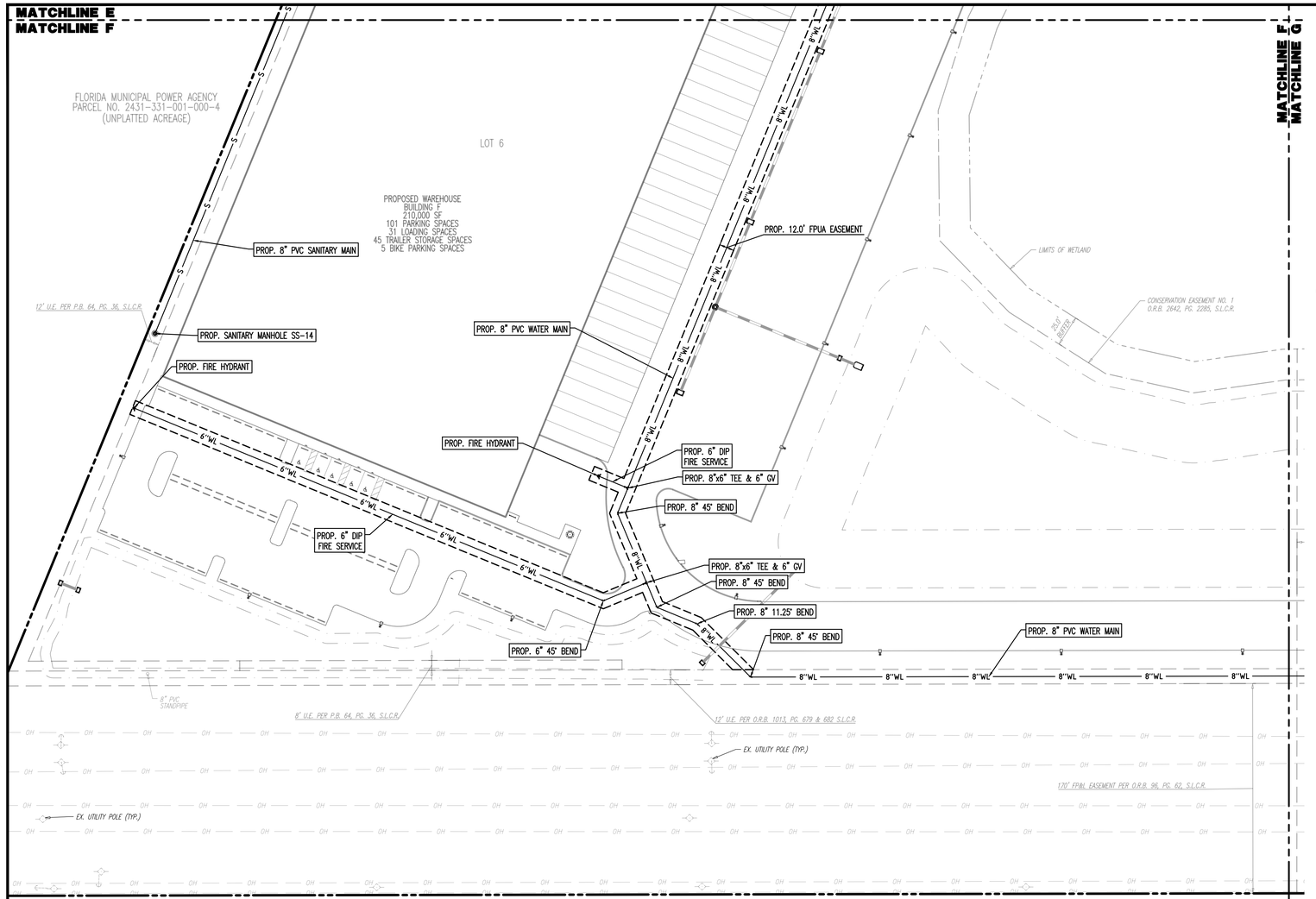
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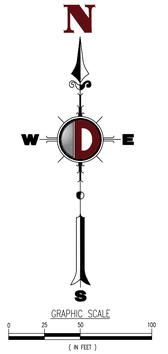
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DATE: 12/03/2021
PROJECT No: 3342-99-005

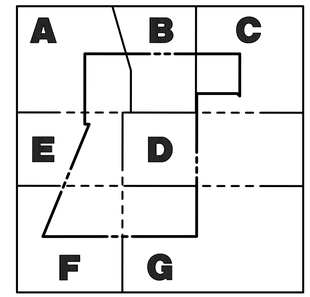
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DESIGNED BY: ACM
CHECKED BY: MDM
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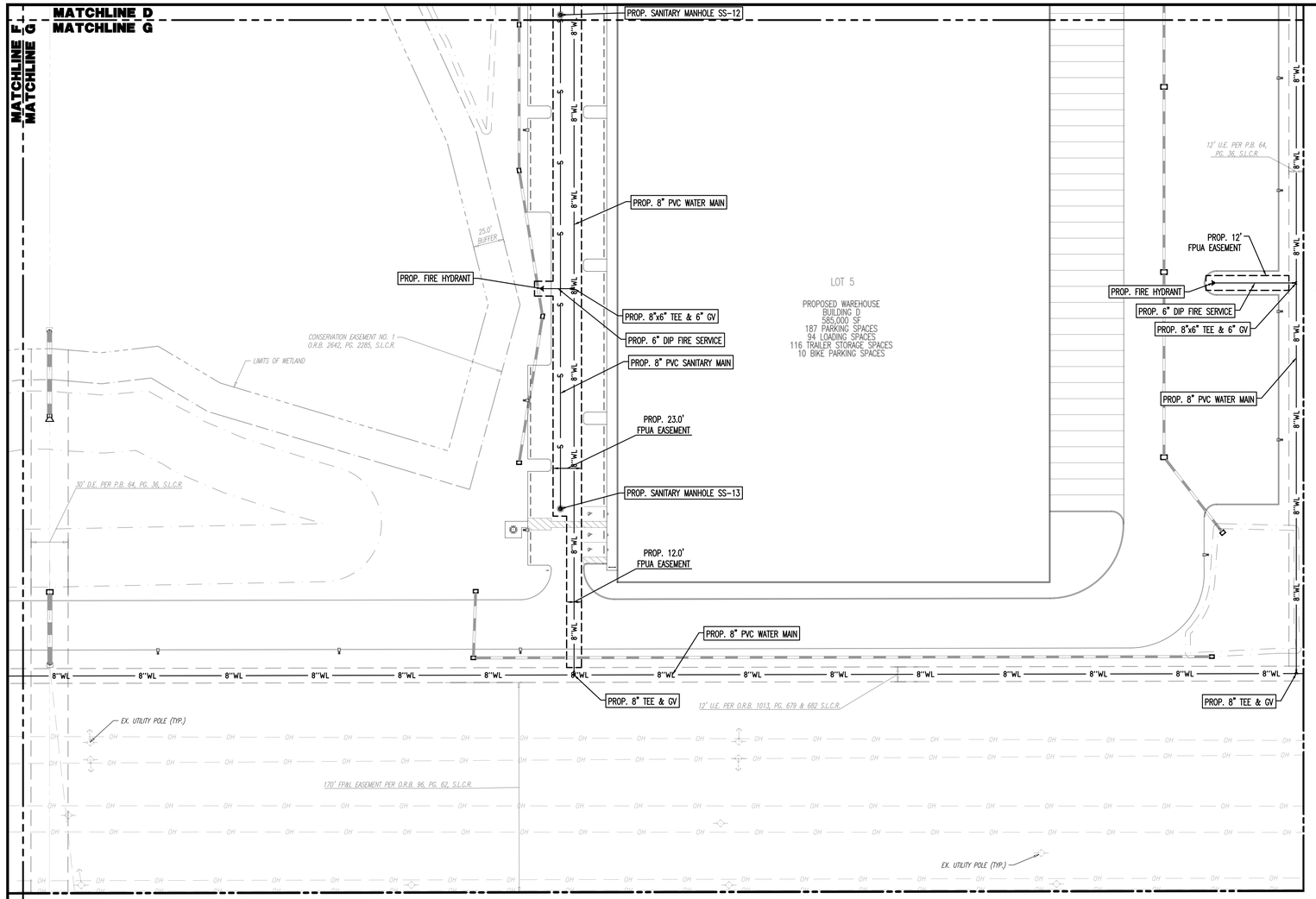
MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

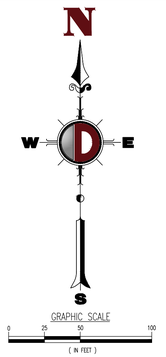
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
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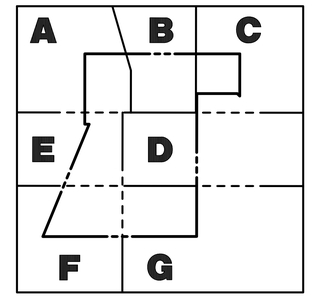
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SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C3.06
Rev. #: 1







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KAK	PER CITY OF FT. PIERCE COMMENTS	02/01/22	1

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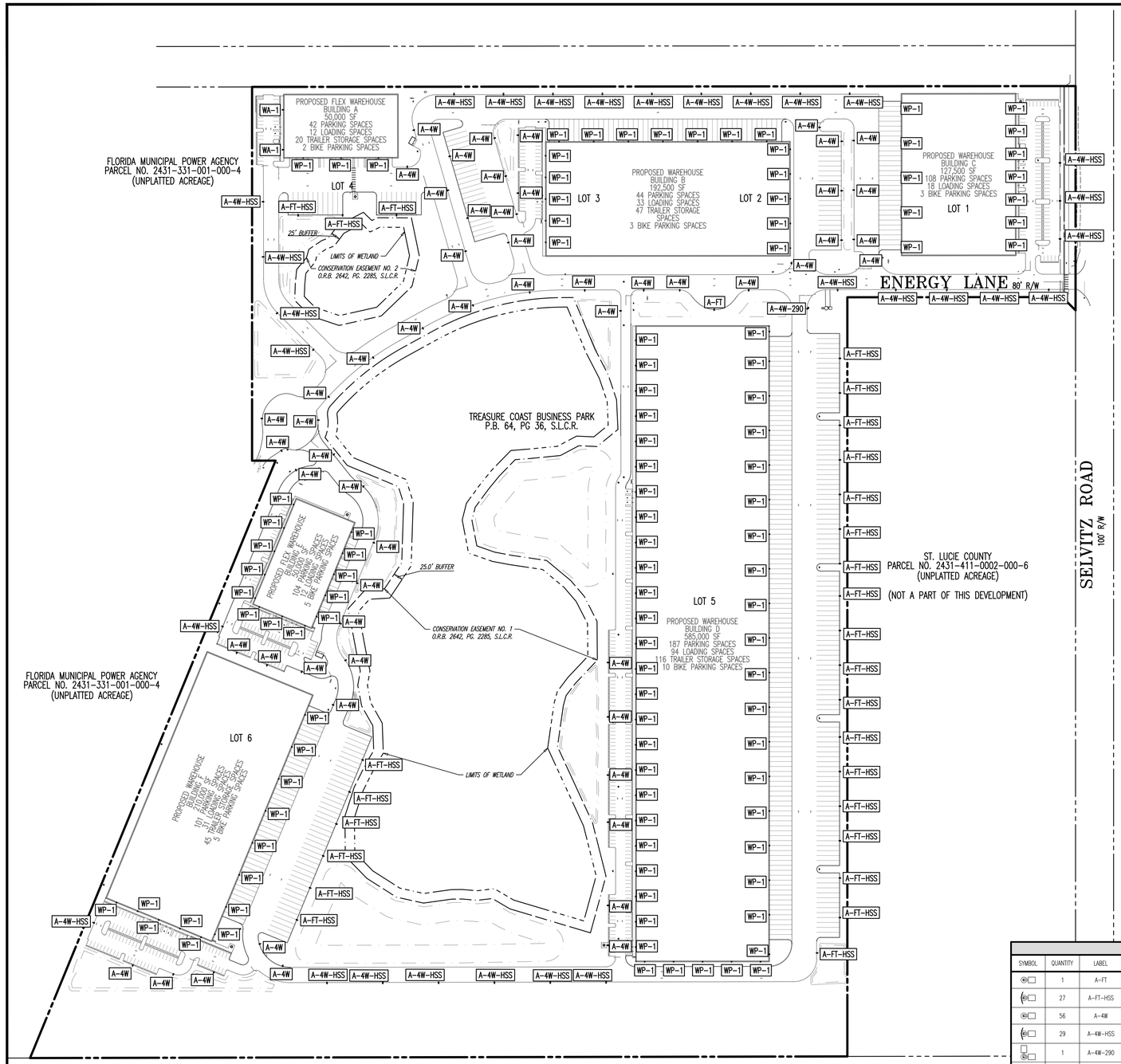
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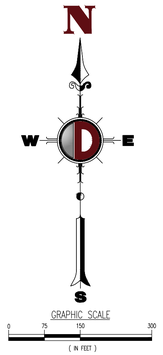
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FLORIDA LICENSE No. 88047
DATE:

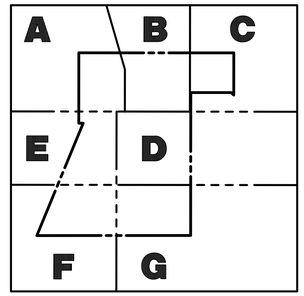
TITLE:
UTILITY PLAN G

SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C3.07
Rev. #: 1







GENERAL NOTES

1. THIS LIGHTING PLAN ILLUSTRATES ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA) APPROVED METHODS. ACTUAL SITE ILLUMINATION LEVELS AND PERFORMANCE OF LUMINARIES MAY VARY DUE TO VARIATIONS IN WEATHER, ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER RELATED VARIABLE FIELD CONDITIONS.
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3. CONDUITS SHALL BE INSTALLED A MINIMUM OF 2 FEET BEHIND GUIDERAIL POSTS.
4. ALL WIRING METHODS AND EQUIPMENT CONSTRUCTION SHALL CONFORM TO THE CURRENT NATIONAL ELECTRICAL CODE.
5. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING DIAGRAM.

LIGHTING LUMINAIRE SCHEDULE

SYMBOL	QUANTITY	LABEL	MOUNTING HEIGHT	ARRANGEMENT	LIGHT LOSS FACTOR	MANUFACTURER	DESCRIPTION	IES FILE
	1	A-FT	25 FT	SINGLE	1.000	COOPER LIGHTING SOLUTIONS	McGRAW EDISON GLEON GALLEON POLE MOUNT FORWARD THROW AREA LIGHT	GLEON-5A0D-830-U-T4FT.ies
	27	A-FT-HSS	30 FT	SINGLE	1.000	COOPER LIGHTING SOLUTIONS	McGRAW EDISON GLEON GALLEON POLE MOUNT FORWARD THROW AREA LIGHT W/ HOUSE SIDE SHIELD	GLEON-5A0D-830-U-T4FT-HSS.ies
	56	A-4W	25 FT	SINGLE	1.000	COOPER LIGHTING SOLUTIONS	McGRAW EDISON GLEON GALLEON POLE MOUNT TYPE 4 WIDE AREA LIGHT	GLEON-5A8B-830-U-T4W.ies
	29	A-4W-HSS	25 FT	SINGLE	1.000	COOPER LIGHTING SOLUTIONS	McGRAW EDISON GLEON GALLEON POLE MOUNT TYPE 4 WIDE AREA LIGHT W/ HOUSE SIDE SHIELD	GLEON-5A8B-830-U-T4W-HSS.ies
	1	A-4W-290	25 FT	2 @ 90°	1.000	COOPER LIGHTING SOLUTIONS	McGRAW EDISON GLEON GALLEON POLE MOUNT TYPE 4 WIDE AREA LIGHT	GLEON-5A8B-830-U-T4W.ies
	2	WA-1	20 FT ABOVE FINISHED FLOOR	SINGLE	1.000	COOPER LIGHTING SOLUTIONS	McGRAW EDISON GLEON GALLEON WALL MOUNT FORWARD THROW AREA LIGHT	GLEON-5A8A-830-U-T4FT.ies
	107	WP-1	20 FT ABOVE FINISHED FLOOR	SINGLE	1.000	COOPER LIGHTING SOLUTIONS	McGRAW EDISON GWC GALLEON FORWARD THROW WALLPACK	GWC-5A2D-830-U-T4FT.ies

(FM) – FLUSH MOUNT FOUNDATION (PED) – PEDESTAL FOUNDATION
THE CALCULATIONS SHOWN WERE MADE UTILIZING ACCEPTED PROCEDURES OF THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA. VARIATIONS IN LAMP OUTPUT, BALLAST OUTPUT, LINE VOLTAGE, DIRT DEPRECIATION, AND OTHER FACTORS MAY AFFECT ACTUAL RESULTS. UNLESS OTHERWISE STATED, ALL RESULTS ARE MAINTAINED VALUES, UTILIZING ACCEPTED LIGHT LOSS FACTORS (LLF).

STATISTICAL AREA SUMMARY

LABEL	CALC TYPE	UNITS	AVERAGE	MAXIMUM	MINIMUM	AVG./MIN.	MAX./MIN.
ALL POINTS	ILLUMINANCE	FC	2.01	14.8	0.0	N/A	N/A
ALL PAVED AREAS	ILLUMINANCE	FC	3.12	13.0	1.0	3.12	13.00

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REV.	DATE	COMMENTS	BY
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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SELVITZ ROAD & ENERGY LANE COUNTY, FL 34981
PARCEL 1, 2, 3, 4, 5 & 6 LESS
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www.dynamicec.com

MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

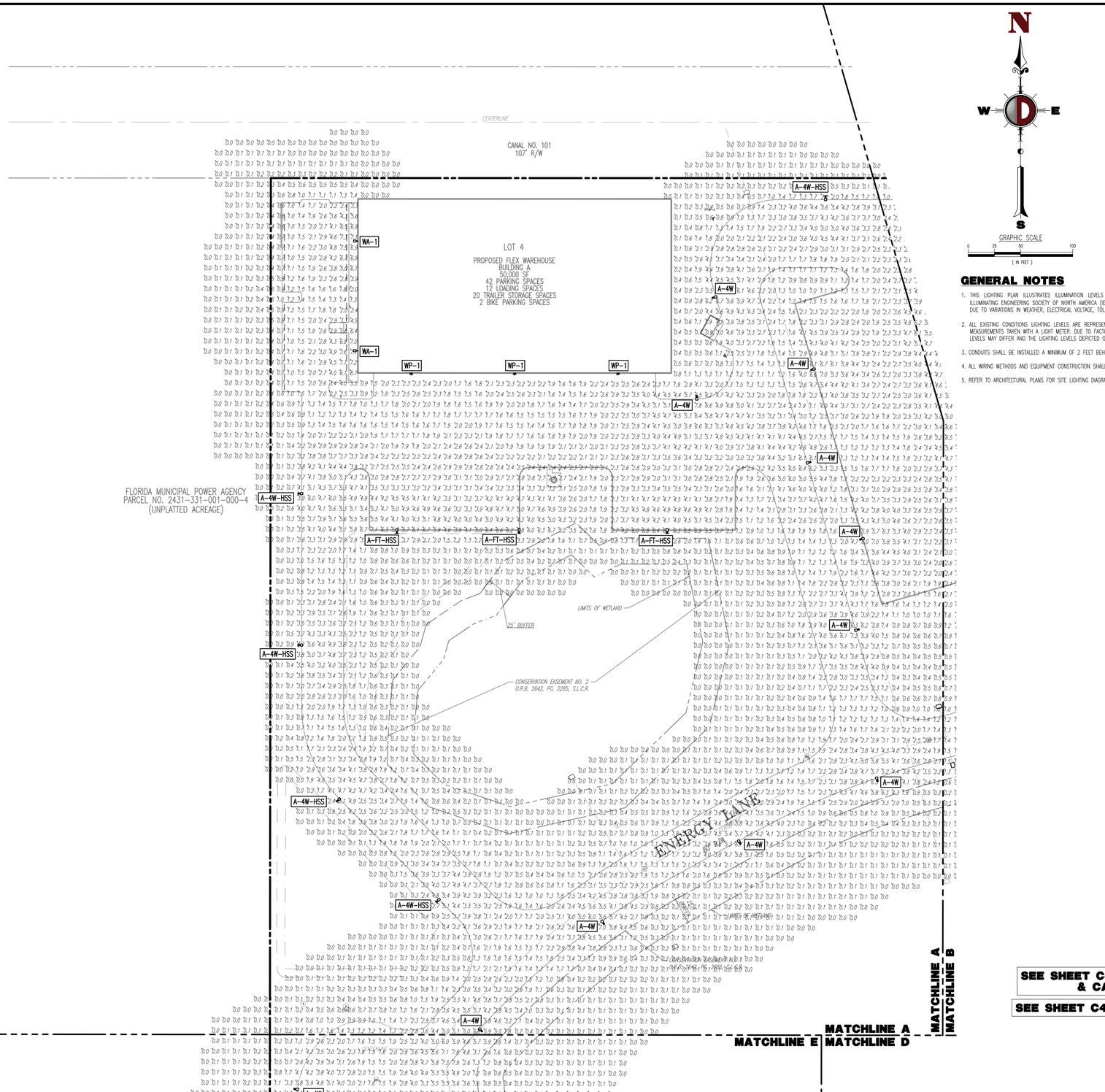
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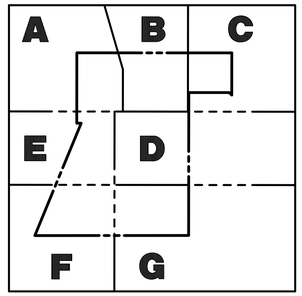
SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C4.00** | Rev. #: 1

Plotted: 02/18/22 – 12:06 PM, By: smcdermott
File: P:\DEPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\P3342990005I1.dwg, ----> C4.00 OVERALL PHOTOMETRIC PLAN

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SEE SHEET C4.08 FOR PHOTOMETRIC DETAILS

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1	02/07/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: —

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE COUNTY, FL 34981
PART OF SECTION 31, TOWNSHIP 35S, RANGE 40E
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 16TH, 2022

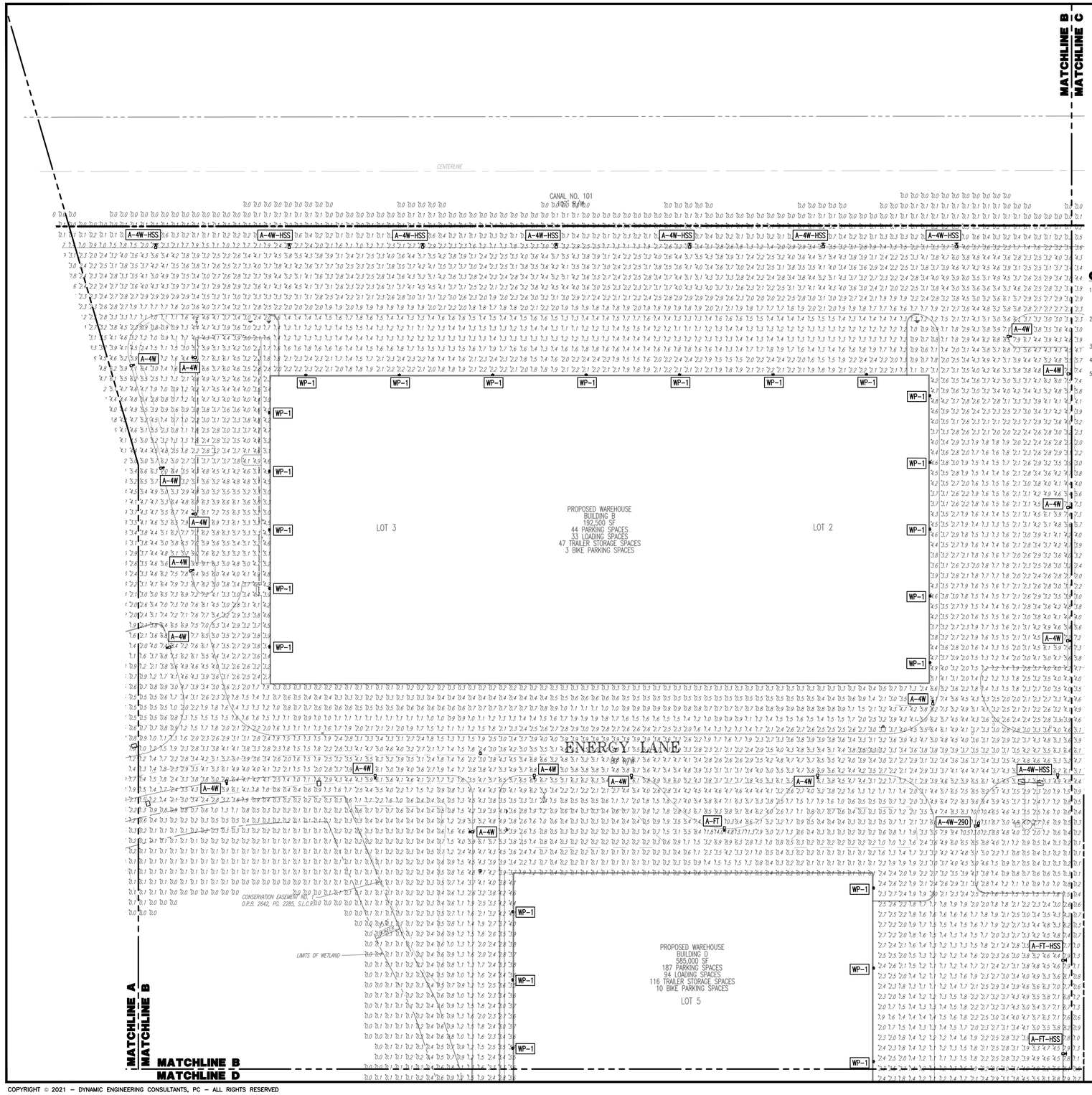
ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

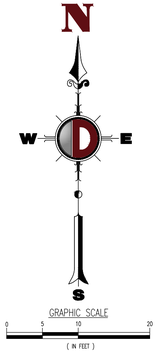
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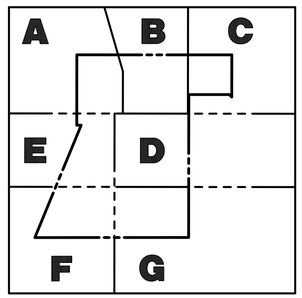
SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C4.01
Rev. #: 1

Plotted: 02/18/22 — 12:08 PM, By: smcdermott
File: P:\DEPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\D3342990005S1.dwg, ----> C4.01 PHOTOMETRIC PLAN A
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SEE SHEET C4.08 FOR PHOTOMETRIC DETAILS

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REV.	DATE	COMMENTS	BY
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DRAWN BY: KAK | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: –

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
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SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

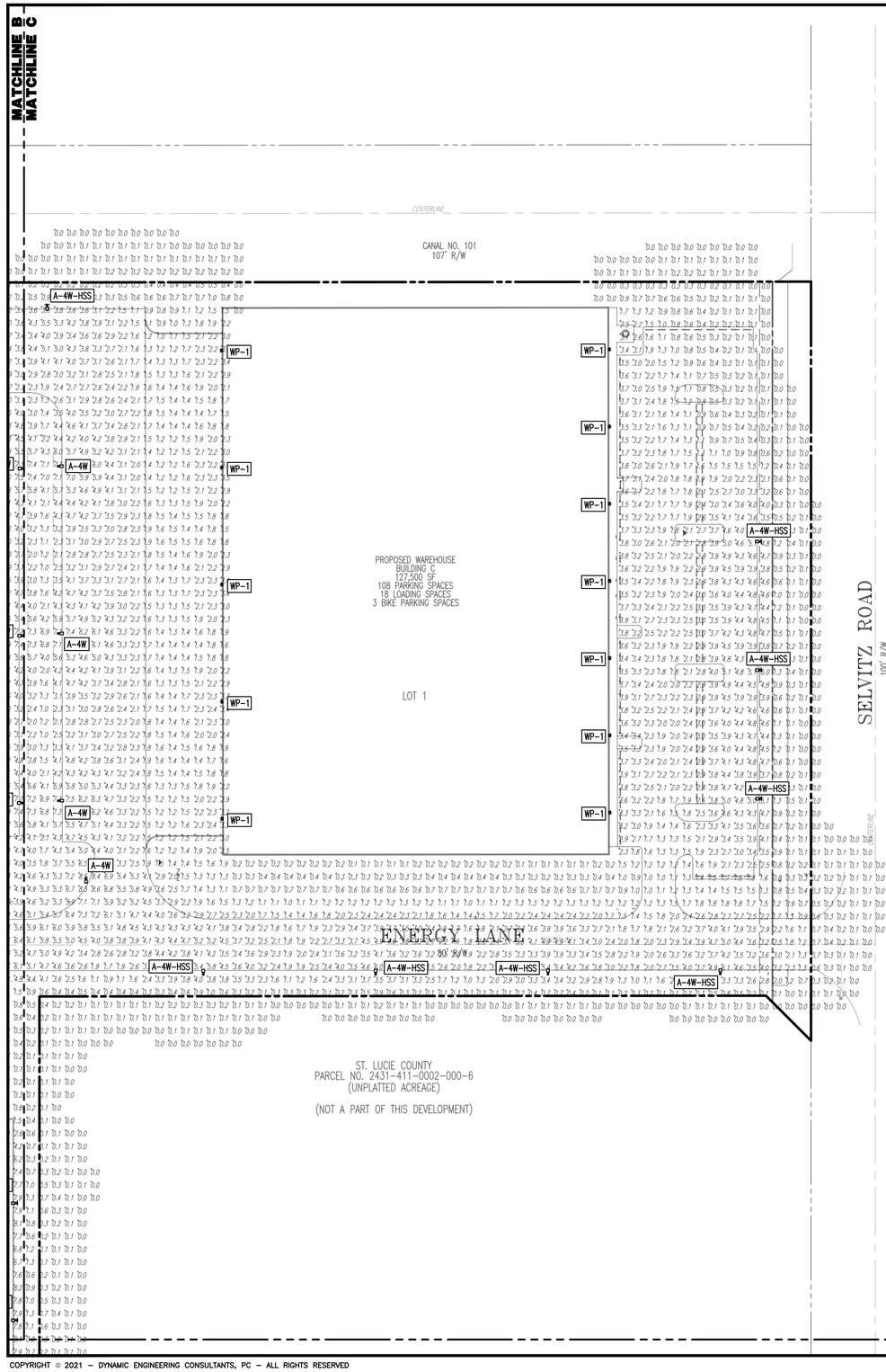
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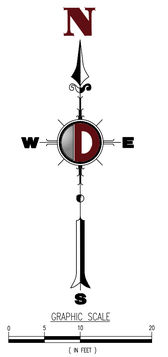
SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342–99–005

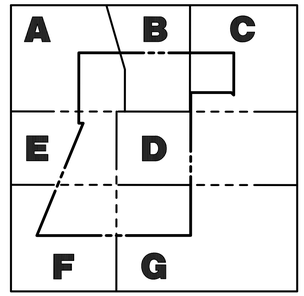
SHEET No: C4.02 | Rev. #: 1

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GENERAL NOTES

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: _

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ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: PHOTOMETRIC PLAN C

SCALE: (H) AS (V) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

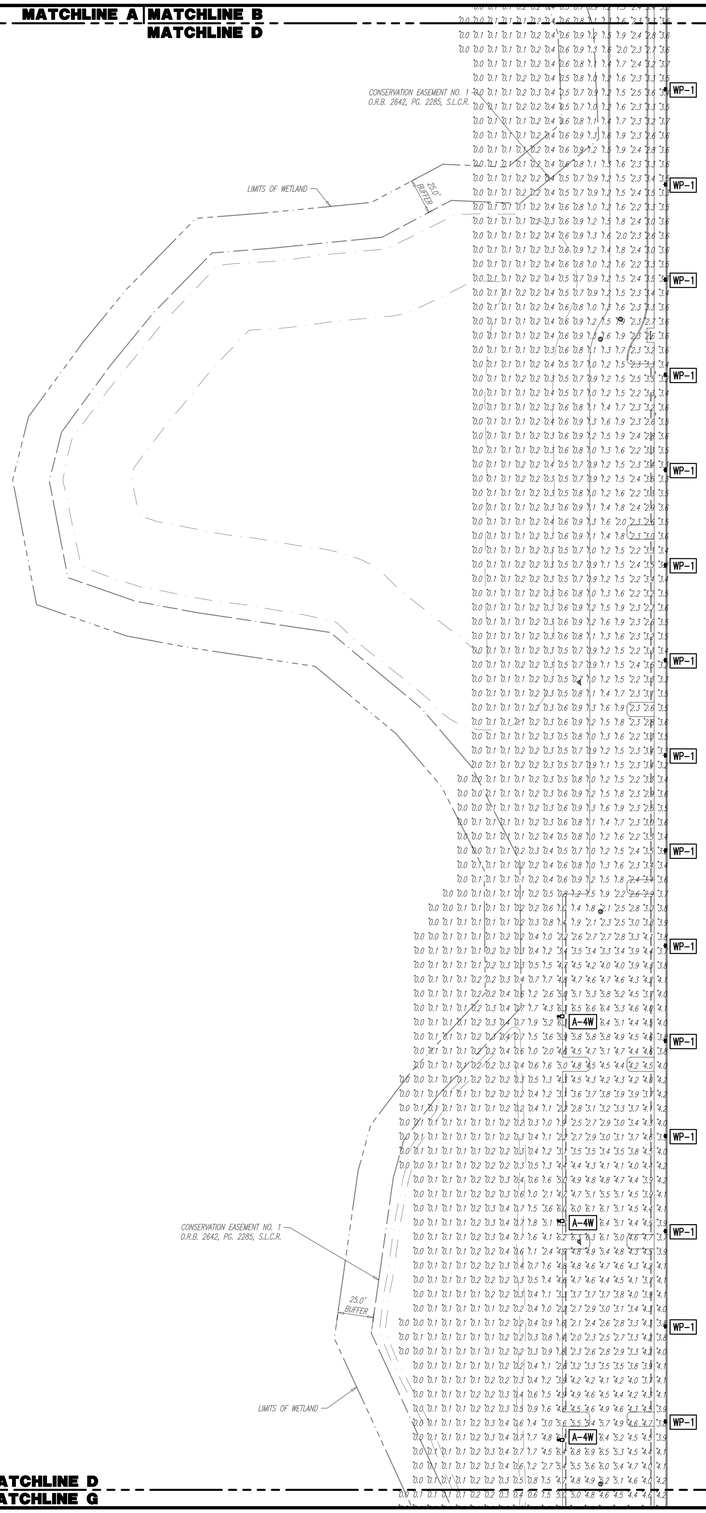
SHEET No: C4.03
Rev. #: 1

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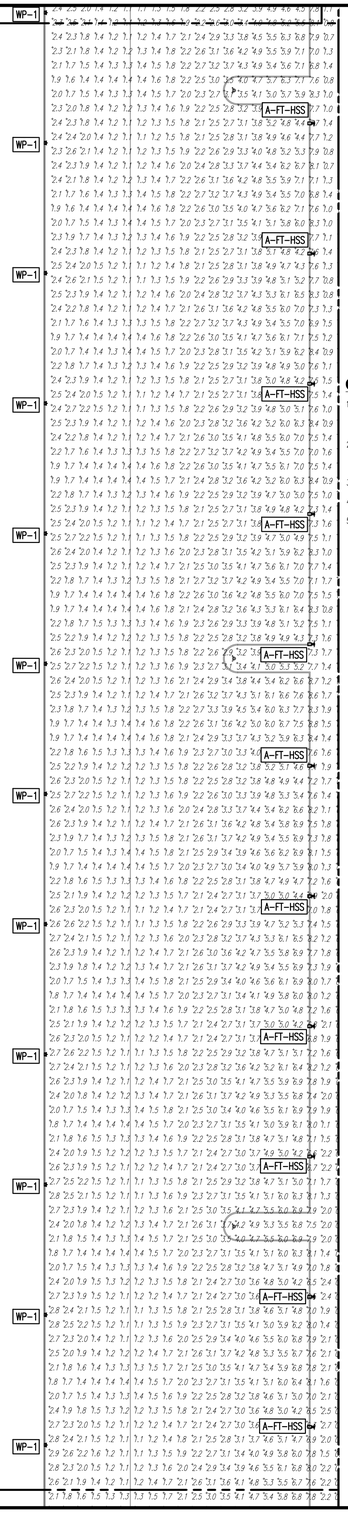
MATCHLINE A | MATCHLINE B
MATCHLINE D

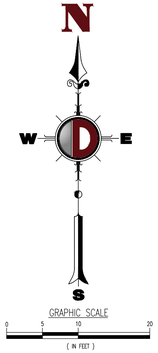
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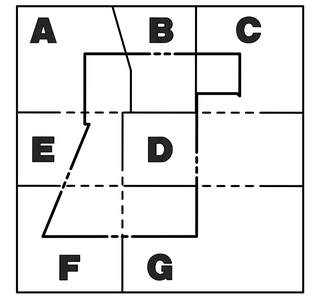


PROPOSED WAREHOUSE
BUILDING D
585,000 SF
187 PARKING SPACES
94 LOADING SPACES
116 TRAILER STORAGE SPACES
10 BIKE PARKING SPACES

LOT 5







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5. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING DIAGRAM.

SEE SHEET C4.00 FOR LUMINAIRE SCHEDULE & CALCULATION SUMMARY

SEE SHEET C4.08 FOR PHOTOMETRIC DETAILS

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REV.	DATE	COMMENTS	BY
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DRAWN BY: KAK | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: –

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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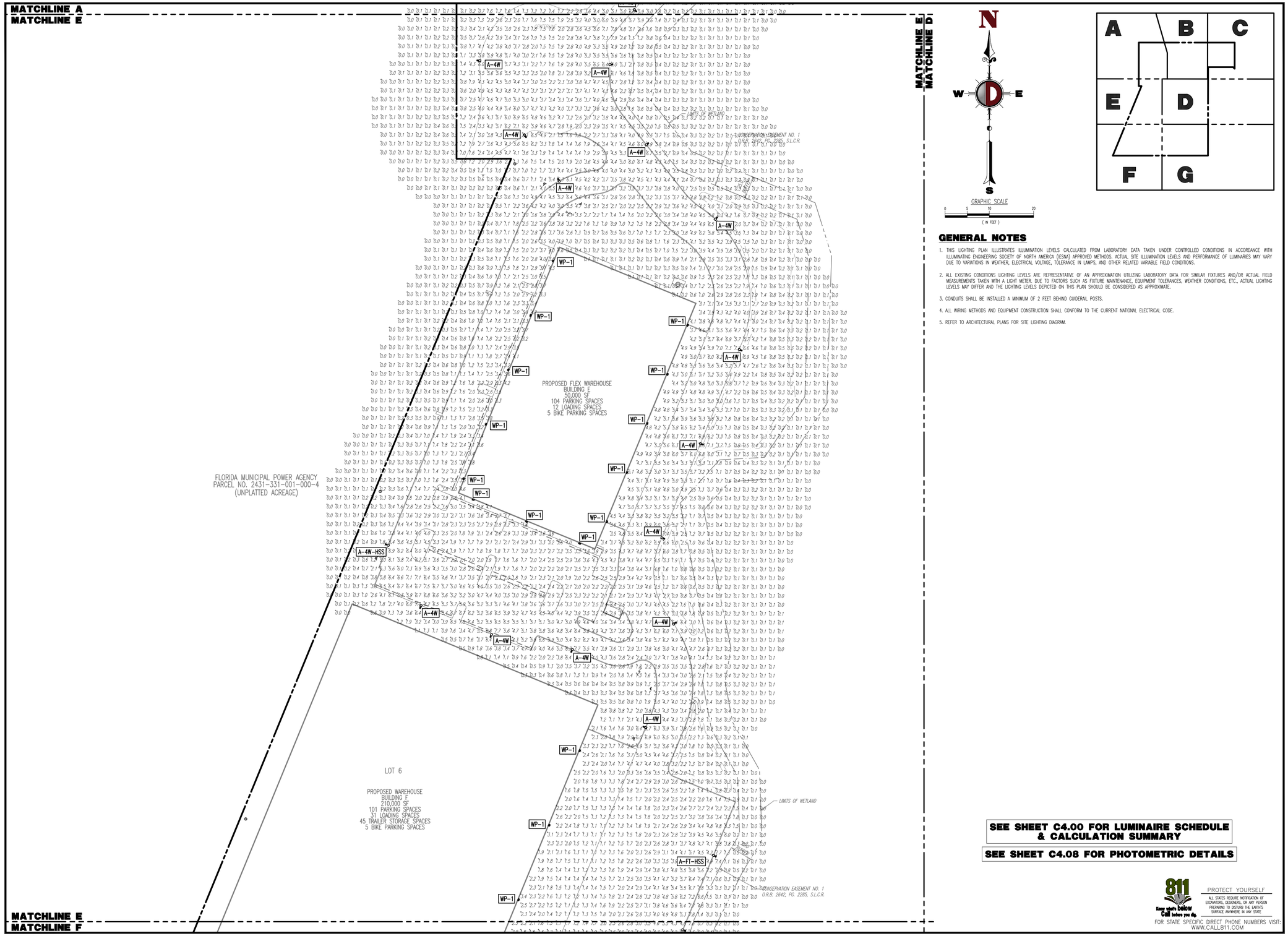
MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: **PHOTOMETRIC PLAN D**

SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C4.04** | Rev. #: 1



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GENERAL NOTES

1. THIS LIGHTING PLAN ILLUSTRATES ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA) APPROVED METHODS. ACTUAL SITE ILLUMINATION LEVELS AND PERFORMANCE OF LUMINARIES MAY VARY DUE TO VARIATIONS IN WEATHER, ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER RELATED VARIABLE FIELD CONDITIONS.
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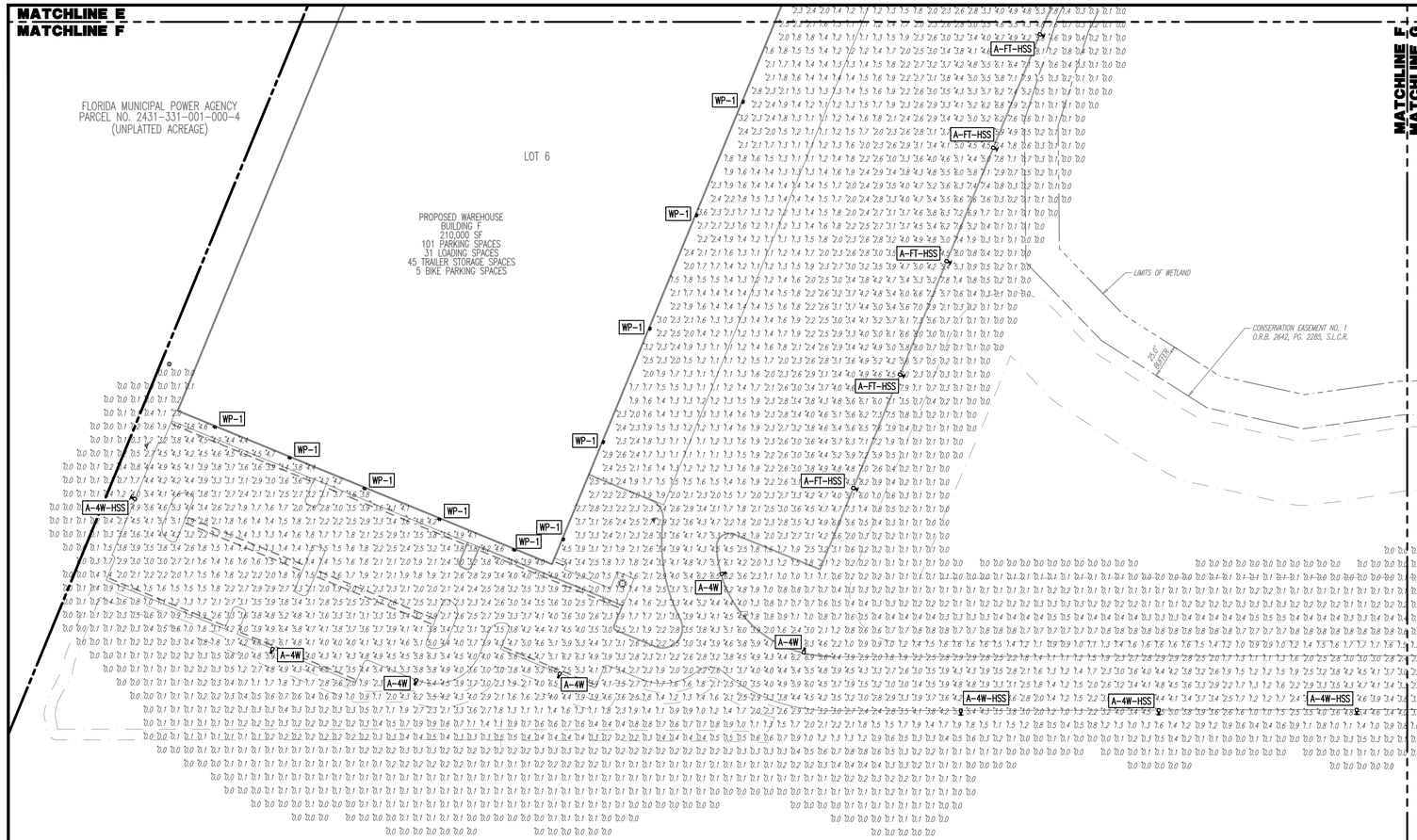
SEE SHEET C4.00 FOR LUMINAIRE SCHEDULE & CALCULATION SUMMARY

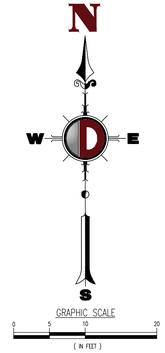
SEE SHEET C4.08 FOR PHOTOMETRIC DETAILS

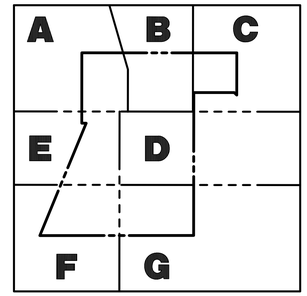
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| BY | KAK | | |







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REV.	DATE	COMMENTS	BY
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 16TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: **PHOTOMETRIC PLAN F**

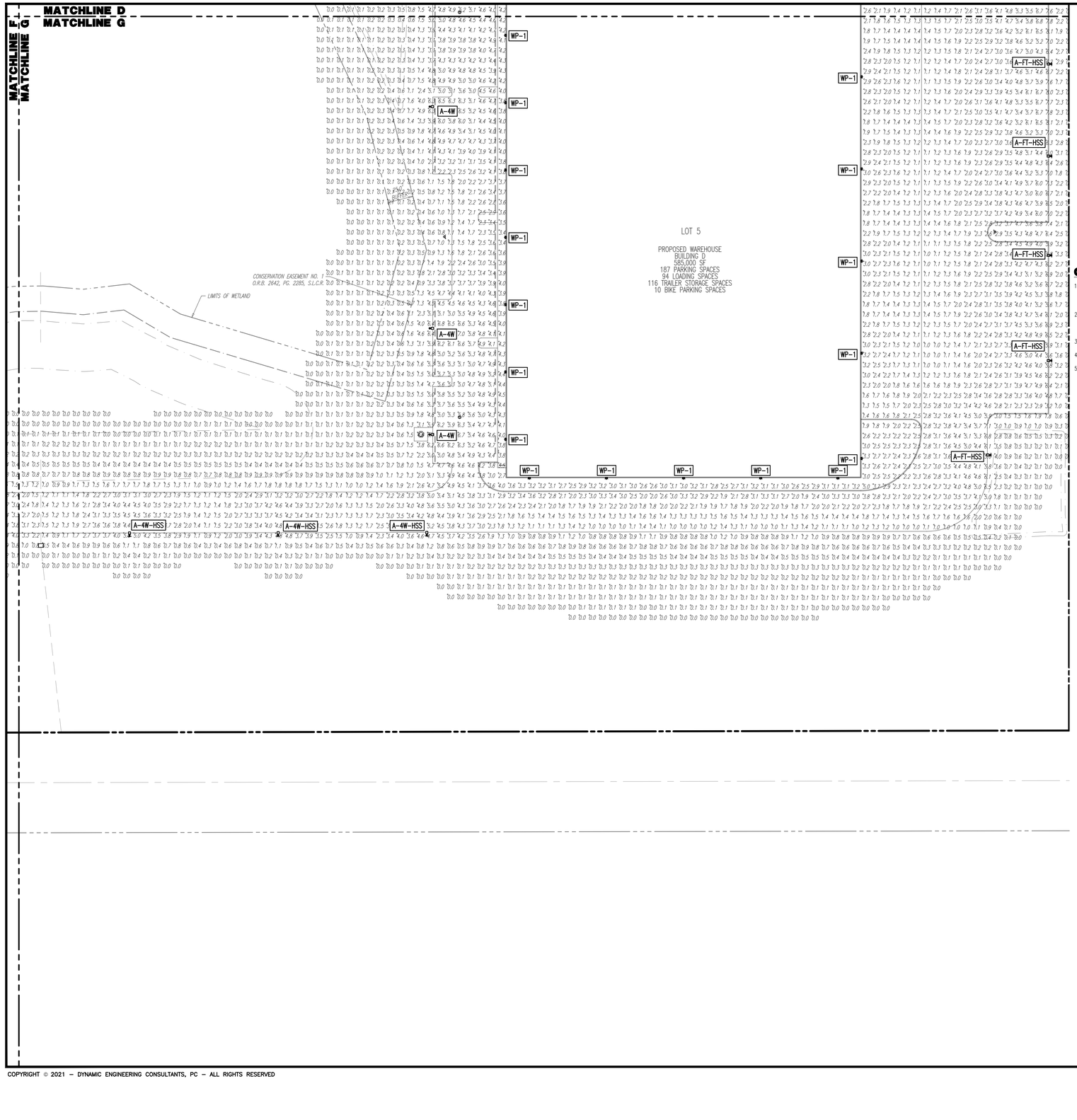
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PROJECT No: 3342-99-005

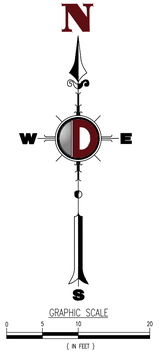
SHEET No: **C4.06** | Rev. #: 1

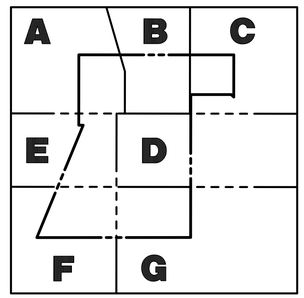
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MATCHLINE D
MATCHLINE G

MATCHLINE F
MATCHLINE G







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BY	COMMENTS	DATE	REV.
KAK	PER CITY OF FT. PIERCE COMMENTS	02/01/22	1

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: –

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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: PHOTOMETRIC PLAN G

SCALE: (H) AS (H) NOTED
DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C4.07
Rev. #: 1

Project		Catalog #		Type	
Prepared by		Notes		Date	



McGraw-Edison

GLEON Galleon

Area / Site Luminaire

Product Features

LumenSafe Technology · Light Ahhchieve™

Product Certifications

DLC · DLC · DLC · 3G VIB · IP66 · CERTIFIED · IDA · 5 YEAR · BAA

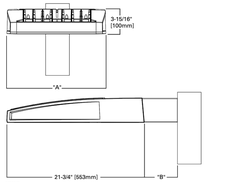
Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 4
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 9

Quick Facts

- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt
- Options to meet Buy American and other domestic preference requirements

Dimensional Details



NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

Connected Systems

- WaveLinx
- Enlighted

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Extended Arm Length [1]	"B" Quick Mount Arm Length	"B" Quick Mount Extended Arm Length
1-4	15-1/2"	7"	10"	10-5/8"	16-9/16"
5-6	21-5/8"	7"	10"	10-5/8"	16-9/16"
7-8	27-5/8"	7"	13"	10-5/8"	--
9-10	33-3/4"	7"	16"	--	--

NOTES:
For arm selection requirements and additional line art, see Mounting Details section.

McGraw-Edison

GLEON Galleon

Ordering Information

SAMPLE NUMBER: **GLEON-SA4C-740-U-T4FT-GM**

Product Family [1, 2]	Light Engine: Configuration	Light Engine: Drive Current	Color Temperature	Voltage	Distribution	Mounting	Finish
GLEON=Galleon **BAA-GLEON**=Galleon, Buy American Act Compliant [3] **TAA-GLEON**=Galleon, Trade Agreements Act Compliant [3]	**SA1**=1 Square **SA2**=2 Squares [4] **SA3**=3 Squares **SA4**=4 Squares **SA5**=5 Squares [4] **SA6**=6 Squares **SA7**=7 Squares [4] **SA8**=8 Squares [4] **SA9**=9 Squares [4] **SA9**=10 Squares [4]	**A**=600mA **B**=800mA **C**=1000mA **D**=1200mA [5]	**722**=70CRI, 2200K **727**=70CRI, 2700K **730**=70CRI, 3000K **735**=70CRI, 3500K **740**=70CRI, 4000K **750**=70CRI, 5000K **760**=70CRI, 6000K **827**=80CRI, 2700K **830**=80CRI, 3000K **AMB**=Amber, 590nm [6, 7]	**U**=120-277V **1**=120V **2**=208V **3**=240V **4**=277V **8**=480V [7, 8] **9**=347V [7]	**T2**=Type II **T2R**=Type II Roadway **T3**=Type III **T3R**=Type III Roadway **T4FT**=Type IV Forward Throw **T4W**=Type IV Wide **SNQ**=Type V Square **SNQW**=Type V Square Medium **SLQ**=Type V Square Wide **SL2**=Type II w/Spill Control **SL3**=Type III w/Spill Control **SL4**=Type IV w/Spill Control **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right **RW**=Rectangular Wide Type I **AFL**=Automotive Frontline	**[Blank]**=Arm for Round or Square Pole **EA**=Extended Arm [9] **MA**=Mast Arm Adapter [10] **WM**=Wall Mount **QM**=Quick Mount Arm (Standard Length) [11] **QML**=Quick Mount Arm (Standard Length, Large) [9] **QMEA**=Quick Mount Arm (Extended Length) [9]	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White **RALXX**=Custom Color

Options (Add as Suffix)	Controls and Systems Options (Add as Suffix)	Accessories (Order Separately) [12]
DIM=External 0-10V Dimming Leads [13, 28] **F**=Single Fuse (120, 277 or 347V Specify Voltage) **FF**=Double Fused (208, 240 or 480V. Must Specify Voltage) **20K**=Series 20kV UL 1449 Surge Protective Device **2L**=Two Circuits [14] **HA**=50°C High Ambient [15] **HSS**=Installed House Side Shield [16] **GBSBK**=Glare Reducing Shield, Black [16] **GBSWH**=Glare Reducing Shield, White [16] **LCF**=Light Square Trim Painted to Match Housing [17] **MT**=Installed Mesh Top **TH**=Tool-less Door Hardware **WCT**=Wireless Configuration Tool [18] **L90**=Optics Rotated 90° Left **R90**=Optics Rotated 90° Right **CE**=CE Marking [19] **AHD14S**=After Hours Dim, 5 Hours [20] **AHD23S**=After Hours Dim, 6 Hours [20] **AHD25S**=After Hours Dim, 7 Hours [20] **AHD35S**=After Hours Dim, 8 Hours [20] **DALI**=DALI Drivers	**BPC**=Button Type Photocontrol **PR**=NEMA 3-PIN Photocontrol Receptacle **PR7**=NEMA 7-PIN Photocontrol Receptacle [21] **SPB2**=Dimming Occupancy Sensor with Bluetooth Interface, 8' - 20' Mounting [22] **SPB4**=Dimming Occupancy Sensor with Bluetooth Interface, 21' - 40' Mounting [22] **MS/DIM-L**=Motion Sensor for Dimming Operation, 8' - 20' Mounting Height [23] **MS-L40W**=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height [23] **MSX/L120**=Bi-Level Motion Sensor, 9' - 20' Mounting Height [24, 25] **MSX/L40W**=Bi-Level Motion Sensor, 21' - 40' Mounting Height [24, 25] **MS/DIM-L20**=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [26] **MS/DIM-L40W**=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height [26] **ZW**=WaveLinx Module and 4-PIN Receptacle **ZD**=WaveLinx Module with DALI driver and 4-PIN Receptacle [26, 28] **SWPD4XX**=WaveLinx Sensor Only, 7'-15' [26, 29] **SWPD4XX-WH**=WaveLinx Sensor Only, White [26, 29] **WOBXX**=WaveLinx Sensor with Bluetooth, 7'-15' [26, 29] **WOFXX**=WaveLinx Sensor with Bluetooth, 15'-40' [26, 29] **LWB-LW**=Enlighted Wireless Sensor, Wide Lens for 8'-16' Mounting Height [26, 30] **LWN-LW**=Enlighted Wireless Sensor, Narrow Lens for 16'-40' Mounting Height [26, 30, 31]	**OA/RA1016**=NEMA Photocontrol Multi-Tap - 105-285V **OA/RA1027**=NEMA Photocontrol - 480V **OA/RA1201**=NEMA Photocontrol - 347V **OA/RA1313**=Photocontrol Shorting Cap **OA/RA1014**=120V Photocontrol **MA1027-XX**=480V Control Module Replacement **MA1028-XX**=Single Tenon Adapter for 2-3/8" O.D. Tenon **MA1037-XX**=Dpl180° Tenon Adapter for 2-3/8" O.D. Tenon **MA1197-XX**=Dpl120° Tenon Adapter for 2-3/8" O.D. Tenon **MA1188-XX**=4@90° Tenon Adapter for 2-3/8" O.D. Tenon **MA1189-XX**=2@90° Tenon Adapter for 2-3/8" O.D. Tenon **MA1190-XX**=3@90° Tenon Adapter for 2-3/8" O.D. Tenon **MA1191-XX**=Dpl120° Tenon Adapter for 2-3/8" O.D. Tenon **MA1038-XX**=Single Tenon Adapter for 3-1/2" O.D. Tenon **MA1039-XX**=Dpl180° Tenon Adapter for 3-1/2" O.D. Tenon **MA1192-XX**=Dpl120° Tenon Adapter for 3-1/2" O.D. Tenon **MA1193-XX**=4@90° Tenon Adapter for 3-1/2" O.D. Tenon **MA1194-XX**=2@90° Tenon Adapter for 3-1/2" O.D. Tenon **MA1195-XX**=3@90° Tenon Adapter for 3-1/2" O.D. Tenon **FSIR-100**=Wireless Configuration Tool for Occupancy Sensor [32] **GLEON-MT1**=Field Installed Mesh Top for 1-4 Light Squares **GLEON-MT2**=Field Installed Mesh Top for 5-6 Light Squares **GLEON-MT3**=Field Installed Mesh Top for 7-8 Light Squares **GLEON-MT4**=Field Installed Mesh Top for 9-10 Light Squares **GLEON-QM**=Quick Mount Arm Kit **GLEON-QMEA**=Quick Mount Extended Arm Kit [33] **LSNSS**=Field Installed House Side Shield [34, 35] **LSJSBSBK**=Glare Reducing Shield, Black [34, 35] **LSJSBSWH**=Glare Shield, White [34, 35] **LSJPS**=Perimeter Shield, Black [34, 35] **FSIR-100**=Wireless Configuration Tool for Occupancy Sensor [32] **WOLC-7P-10A**=WaveLinx Outdoor Control Module [34, 35] **SWPD4-XX**=Wavelinx Wireless Sensor, 7' - 15' Mounting Height [34, 35, 36, 38] **SWPD5-XX**=Wavelinx Wireless Sensor, 15' - 40' Mounting Height [34, 35, 36, 38]

NOTES:
1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP139010N for additional support information.
2. Provide Design Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
3. Coastal construction finish salt spray tested to over 6,000 hours per ASTM B117, with a scribe rating of 9 per ASTM D1654. Not available with WH finish.
4. Not compatible with MD-H LED or MD-1/L30 sensors.
5. Not compatible with extended quick mount arm (QMEA).
6. Not available with 1 square configuration in the extended quick mount arm (QMEA).
7. Requires the use of an internal step down transformer when combined with exterior options. Not available with sensor at 1200mA. Not available in combination with the HA high ambient and sensor options at 1A.
8. 480V must utilize fiber system only. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Center Tapped Delta configurations).
9. May be required when two or more luminaires are oriented on a 90° or 120° drilling pattern. Refer to arm mounting requirement table.
10. Requires tenon adapter.
11. Maximum 8 light squares.
12. Maximum 5 light squares.
13. Requires (4) 7/64" wire nuts, not for wildlife and observatory use. Choose drive current 6, supplied at 500mA drive current only. Available with SWQ, SMQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
14. Not available with HA option.
15. Coastal construction finish salt spray tested to over 6,000 hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
16. Requires the use of a step down transformer. Not available in combination with sensor options at 1200mA.
17. 480V not to be used with ungrounded or impedance grounded systems.
18. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.eaton.com/duravolt for more information.
19. Cannot be used with other control options.
20. Low voltage control leads extended 18" from fixture.
21. Not available in 1200mA. When used with CBP or HA options, only available with single light square.
22. Not available in 1200mA, LPE or CBP options. Available with single light square.
23. Not available with SL2, SL3, SL4, NL, CBP, PR or PR7 options. Available with single light square.
24. Suitable for operation in ambient temperatures of -30°C to +40°C. Backbox is non-IP-rated. Control option limited to BPC.
25. Compatible with standard 3-PIN photocontrols, 0-10V or 7-PIN ANSI controls.
26. Requires the use of BPC photocontrol or the PR7 or PR photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
27. The FSIR-100 configuration tool is required to adjust parameters such as high and low modes, sensitivity, time delay and cutoff. Consult your lighting representative at Cooper Lighting Solutions for more information.
28. Replace LX4 with L38 (+8' mounting), L20 (8'-20' mounting) or L40R (21'-40' mounting.)
29. Includes integral photosensor.
30. Enlighted wireless sensors are factory installed requiring network components in appropriate quantities.
31. White sensor shipped on all housing color options.
32. Not available with Enlighted wireless sensors.
33. Cannot be used with other control options.
34. Low voltage control lead brought out 18" outside fixture.
35. Not available if any "MS" sensor is selected. Motion sensor has an integral photocell.
36. Requires the use of BPC photocontrol or the PR7 or PR photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
37. Not for use with T4FT, T4W or SL4 optics. See IES files for details.
38. The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information.
39. Replace X with number of Light Squares operating in low output mode.
40. Enlighted wireless sensors are factory installed only requiring network components LWP-DM-1, LWP-DM-1 and LWP-PoE8 in appropriate quantities.
41. Not available with house side shield (HSS).
42. For use with SWQ, SMQ, SWQ or RW optics. A black trim plate is used when HSS is selected.
43. CE is not available with the LWN, WO, WO-X, WOFXX, BPC, PR or PR7 options. Available in 120-277V only.
44. Requires PR7.
45. Not for use with T4FT, T4W or SL4 optics.
46. Cannot be used in conjunction with additional photocontrol or other controls systems (BPC, PR, PR7, WO, LWO).
47. WAC Gateway required to enable field-configurability: Order WAC-PoE and WPOE-120 (10V to PoE injector) power supply if needed.
48. Requires 2W or 2D receptacle.
49. Replace EA with sensor color (BRK, BZ, or BK).
50. Specify 120V or 277V.
51. Visit DOMESTIC PREFERENCES website application required to change system defaults. See controls section for details.
52. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
53. For BAA or TAA requirements, Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
54. Not available in 1 square configuration at 800mA or below.

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

Product Family	Camera Type	Data Backhaul
L=LumenSafe Technology	**D**=Standard Dome Camera **H**=Hi-Res Dome Camera **Z**=Remote PTZ Camera	**C**=Cellular, No SIM **A**=Cellular, AT&T **V**=Cellular, Verizon **S**=Cellular, Sprint	**R**=Cellular, Rogers **W**=Wi-Fi Networking w/ Omni-Directional Antenna **E**=Ethernet Networking

Project		Catalog #		Type	
Prepared by		Notes		Date	



McGraw-Edison

GWC Galleon Wall

Wall Mount Luminaire

Product Features

Light Ahhchieve™

Product Certifications

DLC · DLC · DLC · CERTIFIED · FC · IP66 · IDA · 5 YEAR · BAA

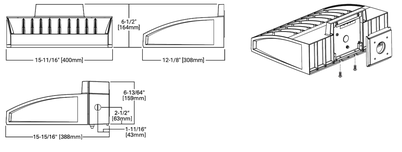
Interactive Menu

- Ordering Information page 2
- Product Specifications page 2
- Optical Configurations page 3
- Energy and Performance Data page 4
- Control Options page 6

Quick Facts

- Choice of thirteen high-efficiency, patented AccuLED Optics™
- Downward and inverted wall mounting configurations
- Eight lumen packages from 3,215 up to 17,056
- Efficacies up to 154 lumens per watt

Dimensional Details



NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

Connected Systems

- WaveLinx
- Enlighted

McGraw-Edison

GWC Galleon Wall

Ordering Information

SAMPLE NUMBER: **GWC-SA2C-740-U-T4FT-GM**

Product Family [1]	Light Engine: Configuration	Light Engine: Drive Current	Color Temperature	Voltage	Distribution	Finish
GWC=Gallon Wall **BAA-GWC**=Gallon Wall, Buy American Act Compliant [2] **TAA-GWC**=Gallon Wall, Trade Agreements Act Compliant [2]	**SA1**=1 Square **SA2**=2 Squares [3]	**A**=615mA **B**=800mA **C**=1000mA **D**=1200mA [4]	**722**=70CRI, 2200K **727**=70CRI, 2700K **730**=70CRI, 3000K **735**=70CRI, 3500K **740**=70CRI, 4000K **750**=70CRI, 5000K **760**=70CRI, 6000K **827**=80CRI, 2700K **830**=80CRI, 3000K **AMB**=Amber, 590nm [5, 6]	**U**=120-277V **1**=120V **2**=208V **3**=240V **4**=277V **8**=480V [6, 7] **9**=347V [6] **DV**=277-480V DuraVolt Drivers [5, 6, 7]	**T2**=Type II **T3**=Type III **T4FT**=Type IV Forward Throw **T4W**=Type IV Wide **SL2**=Type II w/Spill Control **SL3**=Type III w/Spill Control **SL4**=Type IV w/Spill Control **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right **RW**=Rectangular Wide Type I **SNQ**=Type V Square Narrow **SNQW**=Type V Square Medium **SWQ**=Type V Square Wide	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)	Controls and Systems Options (Add as Suffix)	Accessories (Order Separately) [8]
F=Single Fused (120, 277 or 347V. Must Specify Voltage) **FF**=Double Fused (208, 240 or 480V. Must Specify Voltage) **10K**=10kV Surge Module **20K**=Series 20kV UL 1449 Surge Protective Device **2L**=Two Circuit Light Engine **DIM**=External 0-10V Dimming Leads [9, 10] **CBP**=Battery Pack with Back Box, Cold Weather Rated [3, 6, 10, 11] **CBP-CEC**=Battery Pack with Back Box, Cold Weather Rated, CEC compliant [3, 6, 10] **L90**=Optics Rotated 90° Left **R90**=Optics Rotated 90° Right **HSS**=Factory Installed House Side Shield [12] **GBSBK**=Factory Installed Glare Shield, Black [12] **GBSWH**=Factory Installed Glare Shield, WH [12] **UPL**=Uplight Housing [13] **HA**=50°C High Ambient [14] **LCF**=Light Square Trim Plate Painted to Match Housing [15] **MT**=Factory Installed Mesh Top **CC**=Coastal Construction finish [16] **CE**=CE Marking and Small Terminal Block [17] **AHD14S**=After Hours Dim, 5 Hours [18] **AHD23S**=After Hours Dim, 6 Hours [18] **AHD25S**=After Hours Dim, 7 Hours [18] **AHD35S**=After Hours Dim, 8 Hours [18] **DALI**=DALI Driver [19]	**F**=Button Type Photocontrol [20, 208, 240 or 277V. Must Specify Voltage] **PR**=NEMA 3-PIN Twistlock Photocontrol Receptacle [21] **PR7**=NEMA 7-PIN Twistlock Photocontrol Receptacle [21] **SPB1**=Dimming Occupancy Sensor with Bluetooth Interface, <8' Mounting [22, 23] **SPB2**=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting [22, 23] **SPB4**=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting [22, 23] **MS-L20W**=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height [24, 25] **MS-L40W**=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height [24, 25] **MSX/L120**=Bi-Level Motion Sensor, 9' - 20' Mounting Height [24, 25, 26] **MSX/L40W**=Bi-Level Motion Sensor, 21' - 40' Mounting Height [24, 25, 26] **MS/DIM-L20**=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [26] **MS/DIM-L40W**=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height [26] **ZW**=WaveLinx Module and 4-PIN Receptacle **ZD**=WaveLinx Module with DALI driver and 4-PIN Receptacle [26, 28] **SWPD4XX**=WaveLinx Sensor Only, 7'-15' [26, 29] **SWPD5XX**=WaveLinx Sensor Only, 15'-40' [26, 29] **WOBXX**=WaveLinx Sensor with Bluetooth, 7'-15' [26, 29] **WOFXX**=WaveLinx Sensor with Bluetooth, 15'-40' [26, 29] **LWB-LW**=Enlighted Wireless Sensor, Wide Lens for 8'-16' Mounting Height [26, 30] **LWN-LW**=Enlighted Wireless Sensor, Narrow Lens for 16'-40' Mounting Height [26, 30, 31]	**OA/RA1013**=Photocontrol Shorting Cap [26] **OA/RA1016**=NEMA Photocontrol - Multi-Tap 105-285V [26] **OA/RA1027**=NEMA Photocontrol - 480V [26] **OA/RA1201**=NEMA Photocontrol - 347V [26] **OA/RA1014**=120V Photocontrol [26] **MA1027-XX**=480V Control Module Replacement [26] **MA1032-XX**=Tenon Adapter for 2-3/8" O.D. Tenon [26] **MA1033-XX**=Tenon Adapter for 3-1/2" O.D. Tenon [26] **MA1034-XX**=Tenon Adapter for 4" O.D. Tenon [26] **MA1035-XX**=Tenon Adapter for 4-1/2" O.D. Tenon [26] **MA1036-XX**=Tenon Adapter for 5" O.D. Tenon [26] **FSIR-100**=Wireless Configuration Tool for Occupancy Sensor [32] **GLEON-MT1**=Field Installed Mesh Top for 1-4 Light Squares **GLEON-MT2**=Field Installed Mesh Top for 5-6 Light Squares **GLEON-MT3**=Field Installed Mesh Top for 7-8 Light Squares **GLEON-MT4**=Field Installed Mesh Top for 9-10 Light Squares **LSJSBSBK**=Glare Shield, Black [33, 34] **LSJSBSWH**=Glare Shield, White [33, 34] **LSJPS**=Perimeter Shield, Black [33, 34] **WOLC-7P-10A**=WaveLinx Outdoor Control Module [33, 34] **SWPD4-XX**=Wavelinx Wireless Sensor, 7' - 15' Mounting Height [33, 34, 35, 36] **SWPD5-XX**=Wavelinx Wireless Sensor, 15' - 40' Mounting Height [33, 34, 35, 36]

NOTES:
1. Design Light Consortium® Qualified. Refer to www.designlights.org, Qualified Products List under Family Models for details.
2. Two light squares with CBP options limited to 25°C. CBP not available in combination with sensor options at 1200mA.
3. Narrow-based 590nm +/- 5nm for wildlife and observatory use. Choose drive current A, supplied at 500mA drive current only. Available with SWQ, SMQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
4. Not available with HA option.
5. Coastal construction finish salt spray tested to over 6,000 hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
6. Requires the use of a step down transformer. Not available in combination with sensor options at 1200mA.
7. 480V not to be used with ungrounded or impedance grounded systems.
8. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.eaton.com/duravolt for more information.
9. Cannot be used with other control options.
10. Low voltage control leads extended 18" from fixture.
11. Not available in 1200mA. When used with CBP or HA options, only available with single light square.
12. Not available in 1200mA, LPE or CBP options. Available with single light square.
13. Not available with SL2, SL3, SL4, NL, CBP, PR or PR7 options. Available in 120-277V only.
14. Suitable for operation in ambient temperatures of -30°C to +40°C. Backbox is non-IP-rated. Control option limited to BPC.
15. Compatible with standard 3-PIN photocontrols, 0-10V or 7-PIN ANSI controls.
16. Requires the use of BPC photocontrol or the PR7 or PR photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
17. The FSIR-100 configuration tool is required to adjust parameters such as high and low modes, sensitivity, time delay and cutoff. Consult your lighting representative at Cooper Lighting Solutions for more information.
18. Replace LX4 with L38 (+8' mounting), L20 (8'-20' mounting) or L40R (21'-40' mounting.)
19. Includes integral photosensor.
20. Enlighted wireless sensors are factory installed requiring network components in appropriate quantities.
21. White sensor shipped on all housing color options.
22. Not available with HSS or SWS options.
23. Not for use with SNQ, SMQ, SWQ or RW optics. The light square trim plate is painted black when the HSS option is selected.
24. CE is not available with the 120S, DALI, LWR, MS, MS/DIM, BPC, PR or PR7 options. Available in 120-277V only.
25. One required for each light square.
26. Requires PR7.
27. Not for use with T4FT, T4W or SL4 optics.
28. Cannot be used in conjunction with additional photocontrol or other controls systems (BPC, PR, PR7, MS, LWS).
29. WAC Gateway required to enable field-configurability: Order WAC-PoE and WPOE-120 (10V to PoE injector) power supply if needed.
30. Requires 2W or 2D receptacle.
31. Replace EA with sensor color (BRK, BZ, or BK).
32. Specify 120V or 277V.
33. Visit DOMESTIC PREFERENCES website application required to change system defaults. See controls section for details.
34. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
35. For BAA or TAA requirements, Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
36. Not available in 1 square configuration at 800mA or below.

Product Specifications

Construction
- Driver enclosure thermally isolated from optics for optimal thermal performance
- Die-cast aluminum heat sinks
- IP66 rated housing
- 1.5G vibration rated

Optics
- Patented, high-efficiency injection-molded AccuLED Optics technology
- 13 optical distributions
- IDA Certified (3000K CCT and warmer only)

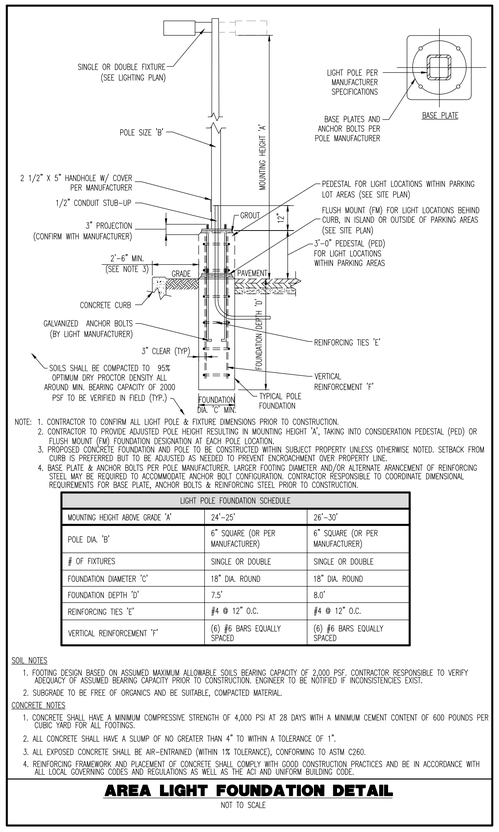
Electrical
- LED driver assembly mounted for ease of maintenance
- Standard with 0-10V dimming
- Optional 10kV or 20kV surge module
- Suitable for operation in -40C to 40C ambient environments. Optional 50C high ambient (HA) configuration.

Mounting
- Gasketed and zinc plated rigid steel mounting attachment
- "Hook-N-Lock" mechanism for easy installation

Finish
- Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is powder coated black
- RAL and custom color matches available
- Coastal Construction (CC) option available

Typical Applications
- Exterior Wall, Walkway

Warranty
- Five-year warranty



NOTE:
1. CONTRACTOR TO CONFIRM ALL LIGHT POLE & FIXTURE DIMENSIONS PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO PROVIDE ADJUSTED POLE HEIGHT RESULTING IN MOUNTING HEIGHT 'A', TAKING INTO CONSIDERATION PEDESTAL (PED) OR FLUSH MOUNT (FM) FOUNDATION DESIGNATION AT EACH POLE LOCATION.
3. PROPOSED CONCRETE FOUNDATION AND POLE TO BE CONSTRUCTED WITHIN SUBJECT PROPERTY UNLESS OTHERWISE NOTED. SETBACK FROM CURB IS PREFERRED BUT TO BE ADJUSTED AS NEEDED TO PREVENT ENCROACHMENT OVER PROPERTY LINE.
4. BASE PLATE & ANCHOR BOLTS PER POLE MANUFACTURER. LARGER FOOTING DIAMETER AND/OR ALTERNATE ARRANGEMENT OF REINFORCING STEEL MAY BE REQUIRED TO ACCOMMODATE ANCHOR BOLT CONFIGURATION. CONTRACTOR RESPONSIBLE TO COORDINATE DIMENSIONAL REQUIREMENTS FOR BASE PLATE, ANCHOR BOLTS & REINFORCING STEEL PRIOR TO CONSTRUCTION.

LIGHT POLE FOUNDATION SCHEDULE

MOUNTING HEIGHT ABOVE GRADE 'A'	24'-25'	26'-30'
POLE DIA. 'B'	6" SQUARE (OR PER MANUFACTURER)	6" SQUARE (OR PER MANUFACTURER)
# OF FIXTURES	SINGLE OR DOUBLE	SINGLE OR DOUBLE
FOUNDATION DIAMETER 'C'	18" DIA. ROUND	18" DIA. ROUND
FOUNDATION DEPTH 'D'	7.5'	8.0'
REINFORCING TIES 'E'	#4 @ 12" O.C.	#4 @ 12" O.C.
VERTICAL REINFORCEMENT 'F'	(6) #6 BARS EQUALLY SPACED	(6) #6 BARS EQUALLY SPACED

SOIL NOTES
1. FOOTING DESIGN BASED ON ASSUMED MAXIMUM ALLOWABLE SOILS BEARING CAPACITY OF 2,000 PSF. CONTRACTOR RESPONSIBLE TO VERIFY ADEQUACY OF ASSUMED BEARING CAPACITY PRIOR TO CONSTRUCTION; ENGINEER TO BE NOTIFIED IF INCONSISTENCIES EXIST.
2. SUBGRADE TO BE FREE OF ORGANICS AND BE SUITABLE, COMPACTED MATERIAL.

CONCRETE NOTES
1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS WITH A MINIMUM CEMENT CONTENT OF 600 POUNDS PER CUBIC YARD FOR ALL FOOTINGS.
2. ALL CONCRETE SHALL HAVE A SLUMP OF NO GREATER THAN 4" TO WITHIN A TOLERANCE OF 1".
3. ALL EXPOSED CONCRETE SHALL BE AIR-ENTRAINED (WITHIN 1% TOLERANCE), CONFORMING TO ASTM C260.
4. REINFORCING FRAMEWORK AND PLACEMENT OF CONCRETE SHALL COMPLY WITH GOOD CONSTRUCTION PRACTICES AND BE IN ACCORDANCE WITH ALL LOCAL GOVERNING CODES AND REGULATIONS AS WELL AS THE ACI AND UNIFORM BUILDING CODE.

AREA LIGHT FOUNDATION DETAIL

NOT TO SCALE

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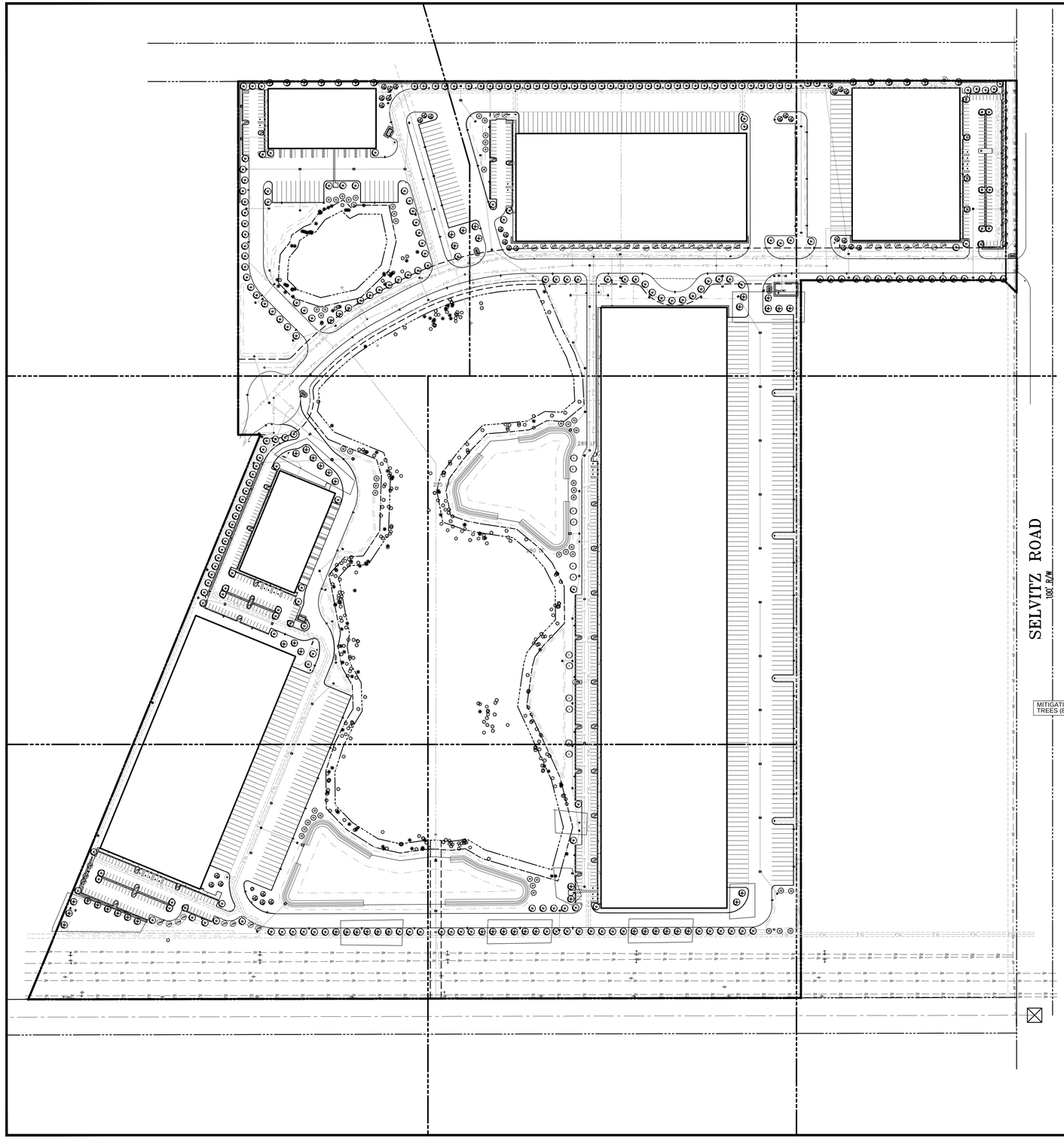
BY	CHK	REV.	DATE	COMMENTS
		1	02/01/22	PER CITY OF FT. PIERCE COMMENTS

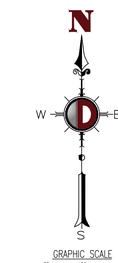
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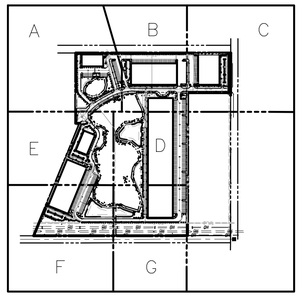
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PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE
FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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LANDSCAPE CALCULATIONS:

- VEHICULAR USE AREA (VUA) LANDSCAPE (1,207,021 SF):
  REQUIRED - 1 SF LANDSCAPE AREA / 30 SF VUA = 40,234 SF
  REQUIRED - 1 TREE PER 100 SF OF REQUIRED AREA = 402 TREES
  INCLUDES 1 TREE PER PARKING ISLAND (98 ISLANDS) = 98 TREES
  REQUIRED - GRASS, GROUNDCOVER OR SHRUBS
  PROPOSED - 402 NEW TREES, 88 MITIGATION TREES, LAWN GRASS
- PERIMETER BUFFERS:
  NORTH - 10' (INTERIOR PARKING BUFFER) (1,535 LF)
  REQUIRED - 1 TREE / 200 SF + 36" CONTINUOUS HEDGE AT INSTALL = 77 TREES
  PROPOSED - 77 TREES, 36" TALL CONTINUOUS HEDGE

  EAST - 10' (ROADWAY BUFFER) (495 LF) (UNDER OVERHEAD WIRES)
  REQUIRED - 1 TREE / 300 SF + 36" CONTINUOUS HEDGE AT INSTALL = 17 TREES
  PROPOSED - 17 TREES, 36" TALL CONTINUOUS HEDGE

  SOUTH - 10' (INTERIOR PARKING (VUA) BUFFER) (582 LF)
  REQUIRED - 1 SHADE TREE / 200 SF + 36" CONTINUOUS HEDGE AT INSTALL = 30 TREES
  PROPOSED - 30 TREES, 36" TALL CONTINUOUS HEDGE

  WEST (LOT 4) - 10' (INTERIOR PARKING BUFFER) (318 LF)
  REQUIRED - 1 SHADE TREE / 200 SF + 24" CONTINUOUS HEDGE AT INSTALL = 16 TREES
  PROPOSED - 19 TREES, 36" TALL CONTINUOUS HEDGE

  WEST (LOT 6) - 10' (INTERIOR PARKING BUFFER) (579 LF)
  REQUIRED - 1 SHADE TREE / 200 SF + 24" CONTINUOUS HEDGE AT INSTALL = 29 TREES
  PROPOSED - 29 NEW TREES, 36" TALL CONTINUOUS HEDGE
- DROUGHT TOLERANT PLANT MATERIALS
  PROPOSED - 100% NATIVE TREES, 98% NATIVE SHRUBS

PLANT KEY LEGEND:

BU - BUFFER BL - BUILDING FOUNDATION
VUA - PARKING

SITE DATA:

ZONING: LI - LIGHT INDUSTRIAL
SITE AREA: 4,738,490 SF (108.78 AC)
BUILDING 1 AREA: 127,500 SF
BUILDING 2 AREA: 192,500 SF
BUILDING 3 AREA: 50,000 SF
BUILDING 4 AREA: 50,000 SF
BUILDING 5 AREA: 210,000 SF
BUILDING 6 AREA: 585,000 SF
VEHICLE USE AREA: 1,207,021 SF
OPEN SPACE: 1,365,110 SF

IRRIGATION PERFORMANCE NOTES:

1. SAN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM WILL BE INSTALLED, PROVIDING 100 PERCENT COVERAGE WITH 50 PERCENT OVERLAP FOR ALL LANDSCAPE. THE WATER SOURCE WILL BE A WELL AND PUMP AT EACH LOT. THE SYSTEMS WILL INCLUDE THE INSTALLATION OF A RAIN SENSORS, AND WILL OPERATE FROM 10 PM TO 6 AM.
2. THE IRRIGATION SYSTEM IS DESIGNED WITH HYDRO-ZONES, BASED ON PLANT WATERING NEEDS. TURF, SHRUBS, AND TREES WILL BE WATERED BY SEPARATE ZONES, AND ALL TREES WILL HAVE BUBBLER HEADS. MICRO-IRRIGATION WILL BE UTILIZED WHERE PRACTICAL.

UPLAND PLANT SCHEDULE (CONTRACTOR TO VERIFY PLANT QUANTITIES)

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS (Minimums)	NATIVE	DROUGHT TOLL.
TREES (100% NATIVE MIN)						
AR	12	Acer Rubrum	Red Maple	12' Ht x 5' Spr, 2.5" DBH, 4.5' CT	Y	High
IL	100	Ilex x attenuata 'Eagleston'	Eagleston Holly	12' Ht x 5' Spr, 2.5" DBH, 4.5' CT	Y	High
LS	64	Liquidambar styracifula	Sweetgum	12' Ht x 5' Spr, 2.5" DBH, 4.5' CT	Y	High
QV	246	Quercus virginiana	Live Oak	12' Ht x 5' Spr, 2.5" DBH, 4.5' CT	Y	High
PE	33	Pinus elliottii 'Densa'	Densa Slash Pine	12' Ht x 5' Spr, 2.5" DBH, 4.5' CT	Y	High
TD	49	Taxodium distichum	Bald Cypress	12' Ht x 5' Spr, 2.5" DBH, 4.5' CT	Y	High
SHRUBS (25% NATIVE MIN)						
CHR	1557	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	10G, 36" Ht x 24", 36" On Center, Hedge	Y	High
LOR	138	Loropetalum chinense 'PD'	Plum Delight Loropetalum	3G, 18" Ht x 18", 24" On Center	N	Med
SOD (DROUGHT TOLERANT SPECIES)						
SOD	*	Paspalum notatum	Argentine Bahia	Tight Joints, Neat, Level		
MULCH					N	High
MULCH	TBD**	3" Florimulch - 100% Melaleuca or approved equal - No Cypress Used				

* CONTRACTOR TO VERIFY SQUARE FOOTAGE. SEEDING IS AN OPTION REQUIRING OWNER APPROVAL.
** CONTRACTOR TO VERIFY CUBIC YARDS

LANDSCAPE AND ROOT BARRIER NOTES:

SEE DETAIL 4 ON SHEET L-1.08 FOR ROOT BARRIER REQUIREMENTS

LITTORAL PLANTING NOTES:

SEE SHEETS L-1.04, L-1.06 & L-1.07 FOR LITTORAL PLANTING AREAS

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LA-0001660
STATE OF FLORIDA

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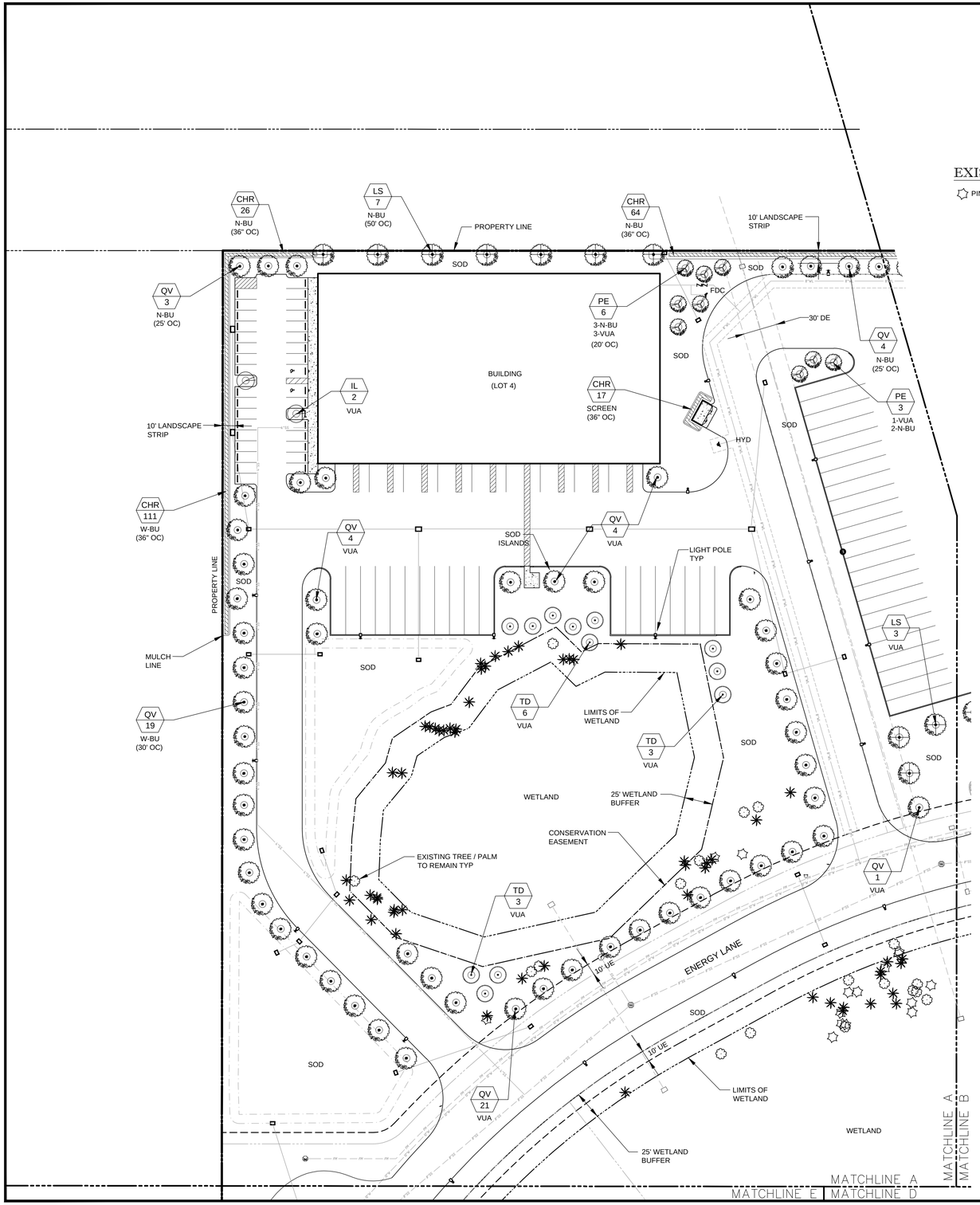
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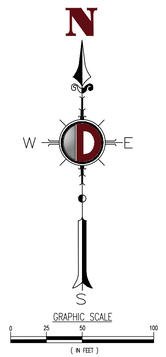
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PROJECT No: 3342-99-005

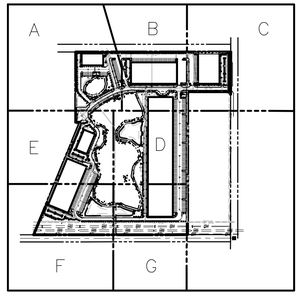
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EXISTIGN TREE LEGEND

PINE PALM OAK







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SB	2/10/22	1

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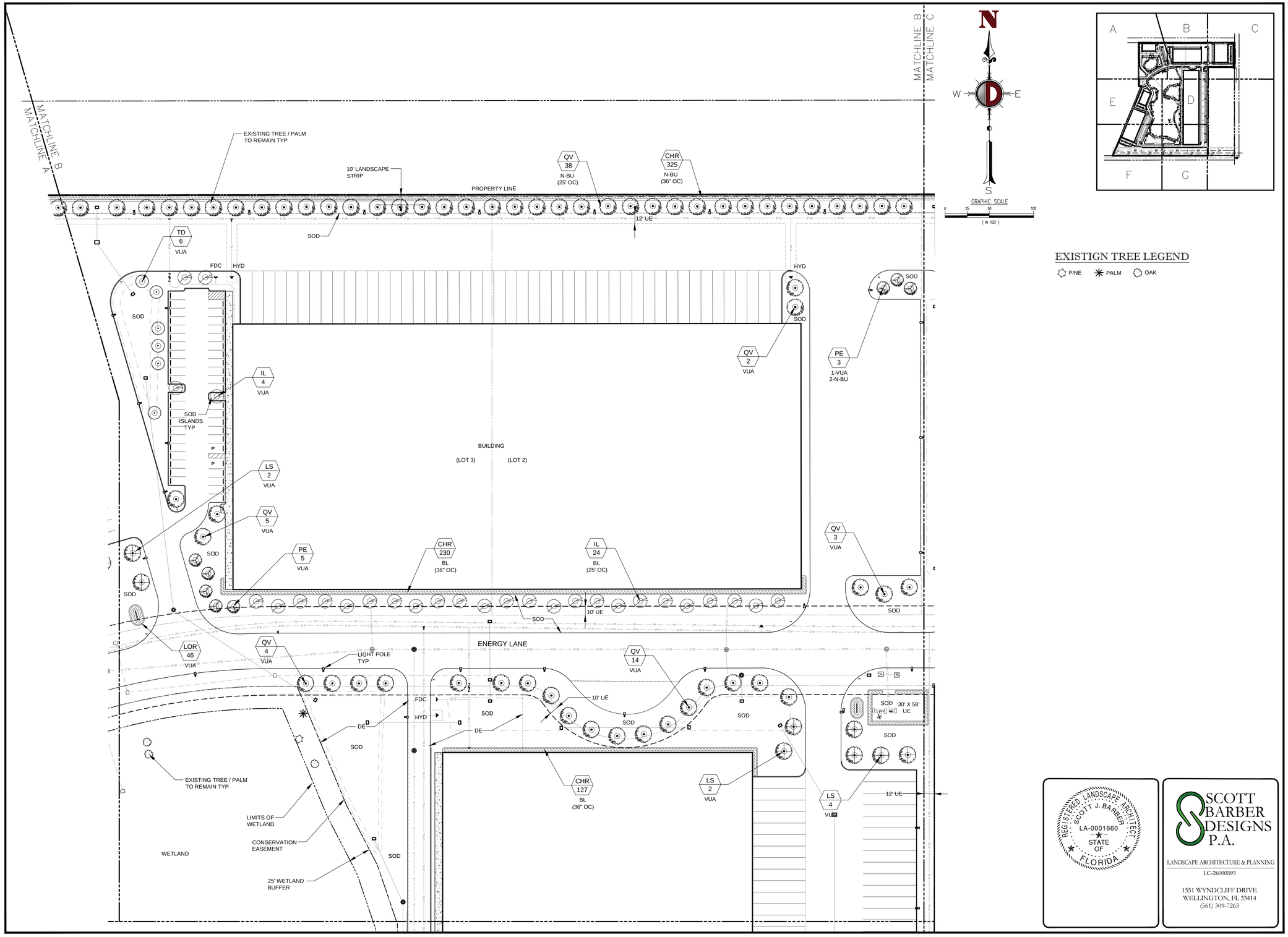
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PINE PALM OAK

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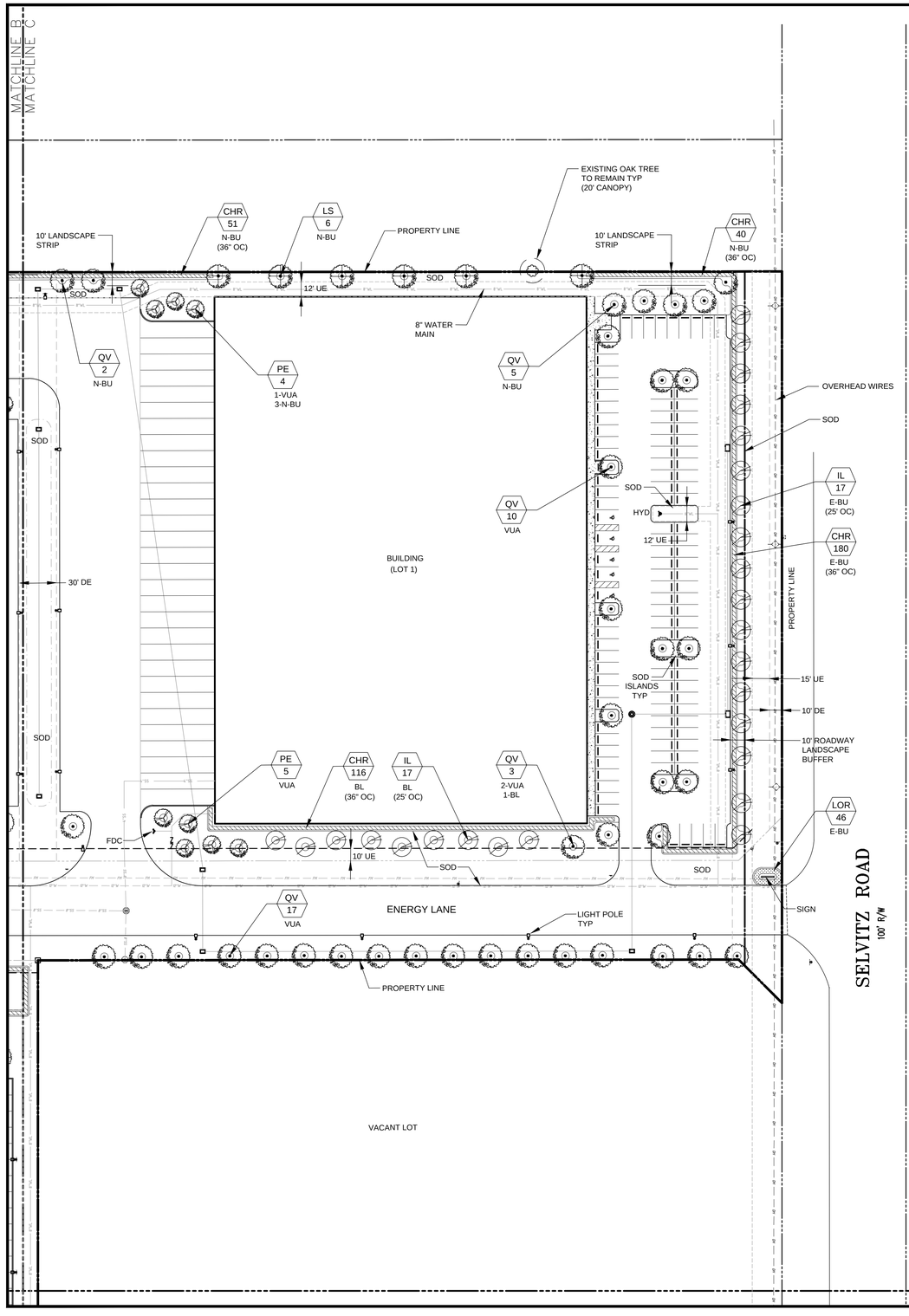
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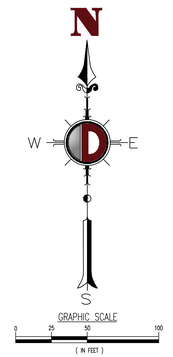
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PROJECT No: 3342-99-005

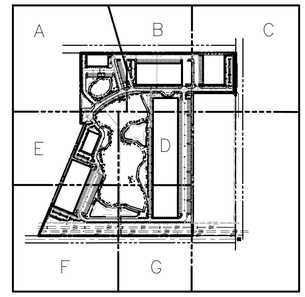
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EXISTIGN TREE LEGEND

PINE PALM OAK

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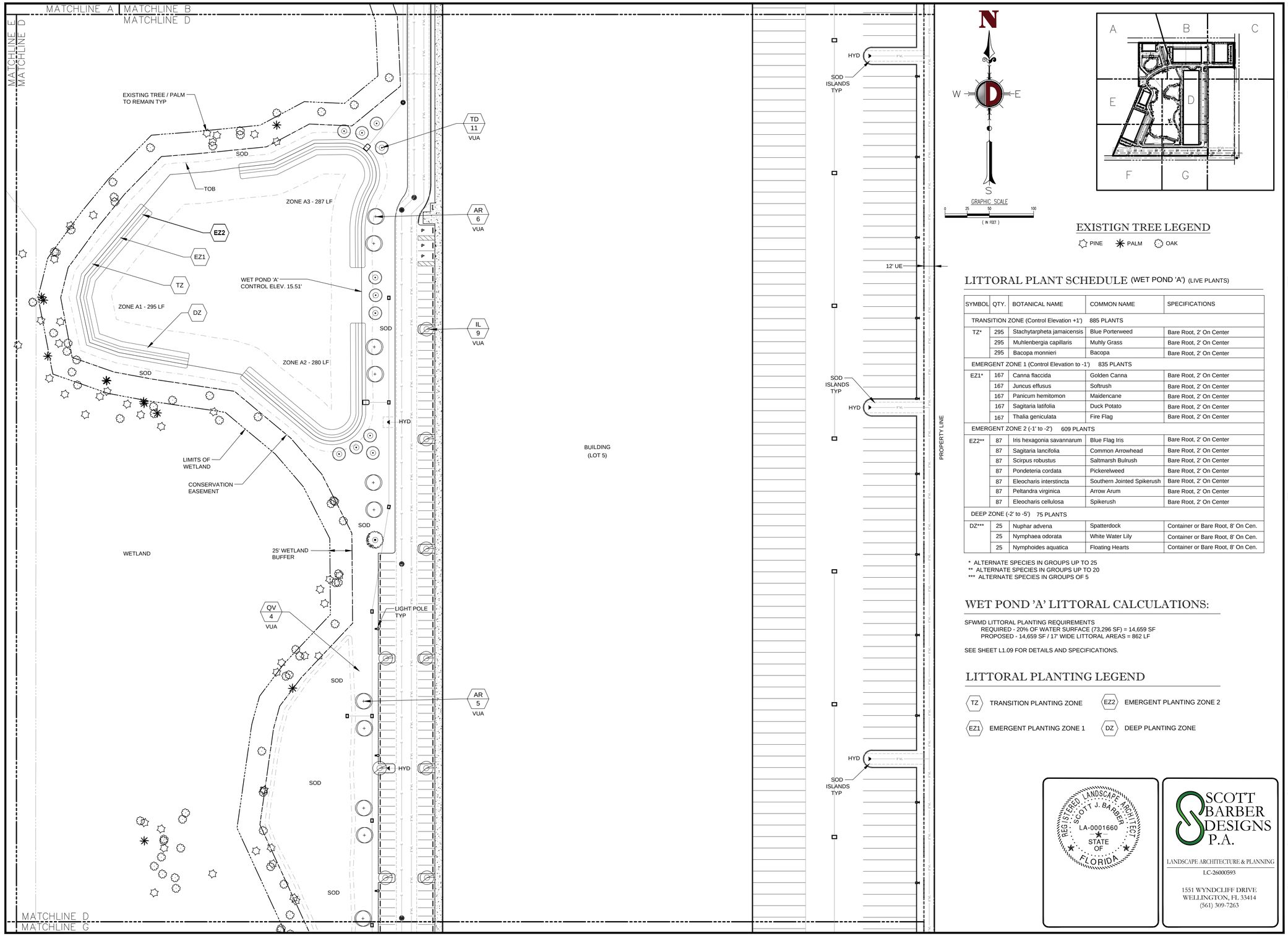
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Rev. #: 0

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EXISTIGN TREE LEGEND

PINE PALM OAK

LITTORAL PLANT SCHEDULE (WET POND 'A') (LIVE PLANTS)

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TRANSITION ZONE (Control Elevation +1') 885 PLANTS				
TZ*	295	Stachytarpheta jamaicensis	Blue Porterweed	Bare Root, 2' On Center
	295	Muhlenbergia capillaris	Muhly Grass	Bare Root, 2' On Center
	295	Bacopa monnieri	Bacopa	Bare Root, 2' On Center
EMERGENT ZONE 1 (Control Elevation to -1') 835 PLANTS				
EZ1*	167	Canna flaccida	Golden Canna	Bare Root, 2' On Center
	167	Juncus effusus	Softrush	Bare Root, 2' On Center
	167	Panicum hemitomon	Maidencane	Bare Root, 2' On Center
	167	Sagitaria latifolia	Duck Potato	Bare Root, 2' On Center
	167	Thalia geniculata	Fire Flag	Bare Root, 2' On Center
EMERGENT ZONE 2 (-1' to -2') 609 PLANTS				
EZ2**	87	Iris hexagonia savannarum	Blue Flag Iris	Bare Root, 2' On Center
	87	Sagitaria lancifolia	Common Arrowhead	Bare Root, 2' On Center
	87	Scirpus robustus	Saltmarsh Bulrush	Bare Root, 2' On Center
	87	Pondeteria cordata	Pickerelweed	Bare Root, 2' On Center
	87	Eleocharis interstincta	Southern Jointed Spikerush	Bare Root, 2' On Center
	87	Peltandra virginica	Arrow Arum	Bare Root, 2' On Center
	87	Eleocharis cellulosa	Spikerush	Bare Root, 2' On Center
DEEP ZONE (-2' to -5') 75 PLANTS				
DZ***	25	Nuphar advena	Spatterdock	Container or Bare Root, 8' On Cen.
	25	Nymphaea odorata	White Water Lily	Container or Bare Root, 8' On Cen.
	25	Nymphoides aquatica	Floating Hearts	Container or Bare Root, 8' On Cen.

* ALTERNATE SPECIES IN GROUPS UP TO 25
** ALTERNATE SPECIES IN GROUPS UP TO 20
*** ALTERNATE SPECIES IN GROUPS OF 5

WET POND 'A' LITTORAL CALCULATIONS:

SFWMD LITTORAL PLANTING REQUIREMENTS
REQUIRED - 20% OF WATER SURFACE (73,296 SF) = 14,659 SF
PROPOSED - 14,659 SF / 17' WIDE LITTORAL AREAS = 862 LF

SEE SHEET L1.09 FOR DETAILS AND SPECIFICATIONS.

LITTORAL PLANTING LEGEND

TZ TRANSITION PLANTING ZONE
EZ2 EMERGENT PLANTING ZONE 2
EZ1 EMERGENT PLANTING ZONE 1
DZ DEEP PLANTING ZONE

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CITY OF FT. PIERCE, ST. LUCIE COUNTY, FL
SECTION 31, TOWNSHIP 35S, RANGE 40E

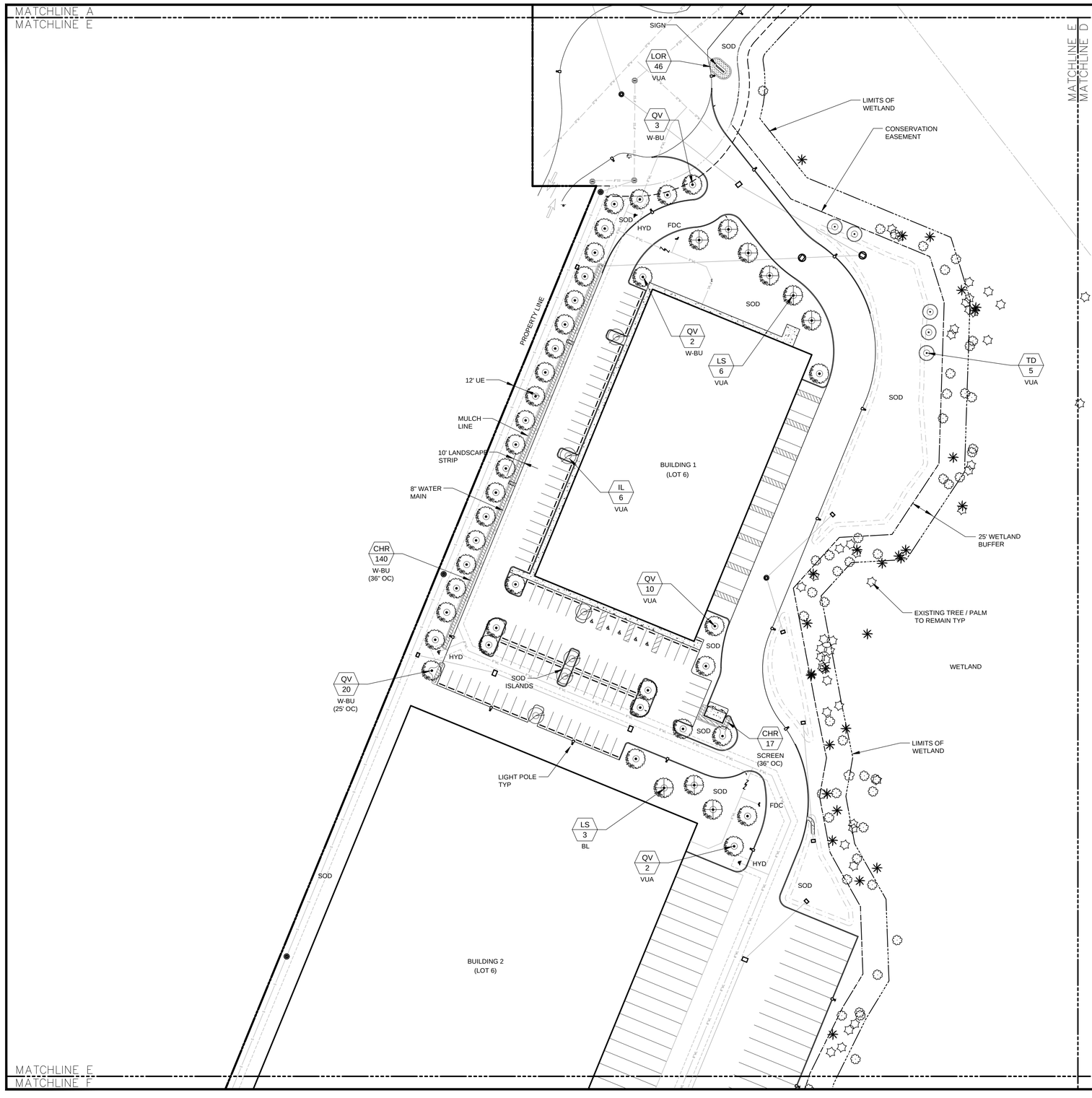
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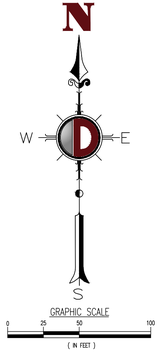
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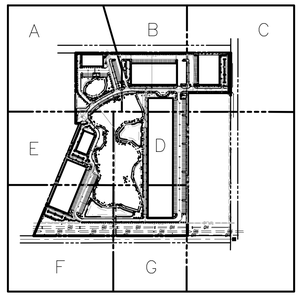
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PROJECT No: 3342-99-005

SHEET No: L1.04
Rev. #: 0







EXISTIGN TREE LEGEND

PINE PALM OAK

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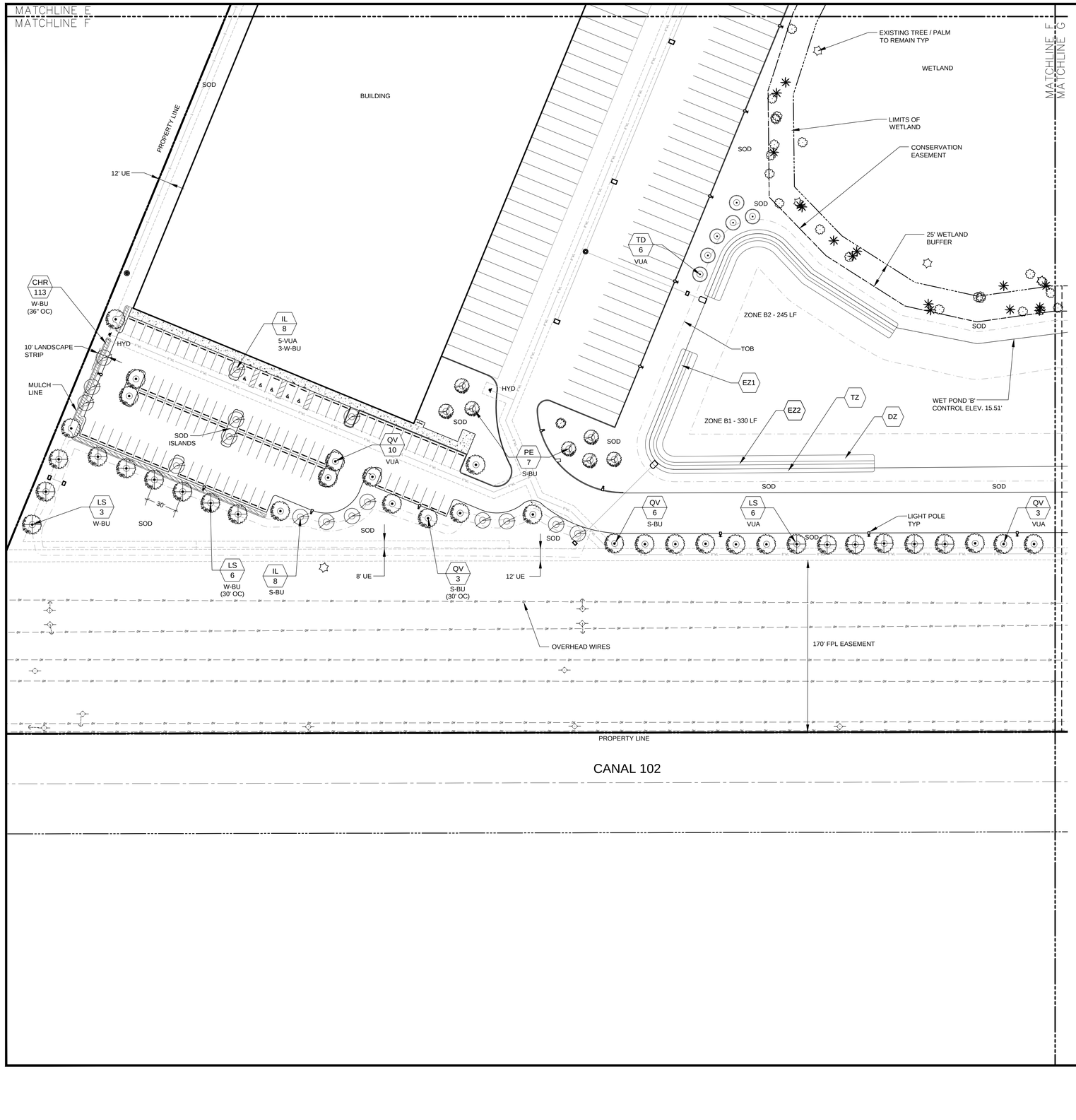
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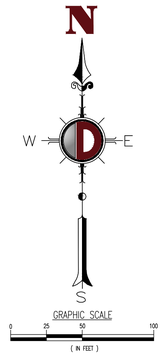
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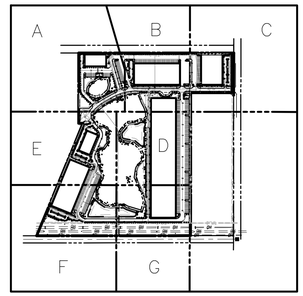
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EXISTIGN TREE LEGEND

PINE PALM OAK

LITTORAL PLANT SCHEDULE (WET POND 'B') (LIVE PLANTS)

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TRANSITION ZONE (Control Elevation +1') 600 PLANTS				
TZ*	200	Stachytarpheta jamaicensis	Blue Porterweed	Bare Root, 2' On Center
	200	Muhlenbergia capillaris	Muhly Grass	Bare Root, 2' On Center
	200	Bacopa monnieri	Bacopa	Bare Root, 2' On Center
EMERGENT ZONE 1 (Control Elevation to -1') 575 PLANTS				
EZ1*	115	Canna flaccida	Golden Canna	Bare Root, 2' On Center
	115	Juncus effusus	Softrush	Bare Root, 2' On Center
	115	Panicum hemitomon	Maidencane	Bare Root, 2' On Center
	115	Sagitaria latifolia	Duck Potato	Bare Root, 2' On Center
	115	Thalia geniculata	Fire Flag	Bare Root, 2' On Center
EMERGENT ZONE 2 (-1' to -2') 420 PLANTS				
EZ2**	60	Iris hexagonia savannarum	Blue Flag Iris	Bare Root, 2' On Center
	60	Sagitaria lancifolia	Common Arrowhead	Bare Root, 2' On Center
	60	Scirpus robustus	Saltmarsh Bulrush	Bare Root, 2' On Center
	60	Pondeteria cordata	Pickerelweed	Bare Root, 2' On Center
	60	Eleocharis interstincta	Southern Jointed Spikerush	Bare Root, 2' On Center
	60	Peltandra virginica	Arrow Arum	Bare Root, 2' On Center
	60	Eleocharis cellulosa	Spikerush	Bare Root, 2' On Center
DEEP ZONE (-2' to -5') 51 PLANTS				
DZ***	17	Nuphar advena	Spatterdock	Container or Bare Root, 8' On Cen.
	17	Nymphaea odorata	White Water Lily	Container or Bare Root, 8' On Cen.
	17	Nymphoides aquatica	Floating Hearts	Container or Bare Root, 8' On Cen.

* ALTERNATE SPECIES IN GROUPS UP TO 25
** ALTERNATE SPECIES IN GROUPS UP TO 20
*** ALTERNATE SPECIES IN GROUPS OF 5

WET POND 'B' LITTORAL CALCULATIONS:

SFWMD LITTORAL PLANTING REQUIREMENTS
REQUIRED - 20% OF WATER SURFACE (90,914 SF) = 18,183 SF
PROPOSED - 18,183 SF / 17' WIDE LITTORAL AREAS = 1,069 LF

SEE SHEET L1.07 FOR EASTERN PORTION OF THE WET POND
SEE SHEET L1.09 FOR DETAILS AND SPECIFICATIONS.

LITTORAL PLANTING LEGEND

TZ TRANSITION PLANTING ZONE
EZ2 EMERGENT PLANTING ZONE 2
EZ1 EMERGENT PLANTING ZONE 1
DZ DEEP PLANTING ZONE

REGISTERED LANDSCAPE ARCHITECT
SCOTT J. BARBER
LA-0001660
STATE OF FLORIDA

SCOTT BARBER DESIGNS P.A.
LANDSCAPE ARCHITECTURE & PLANNING
LC-26000593
1551 WYNDCLIFF DRIVE
WELLINGTON, FL 33414
(561) 309-7263

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REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

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DRAWN BY: SB
DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: SB

PROJECT: TREASURE COAST BUSINESS PARK
HOPE COMMERCIAL HOLDINGS, LLC
SELVITZ ROAD & ENERGY LANE
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

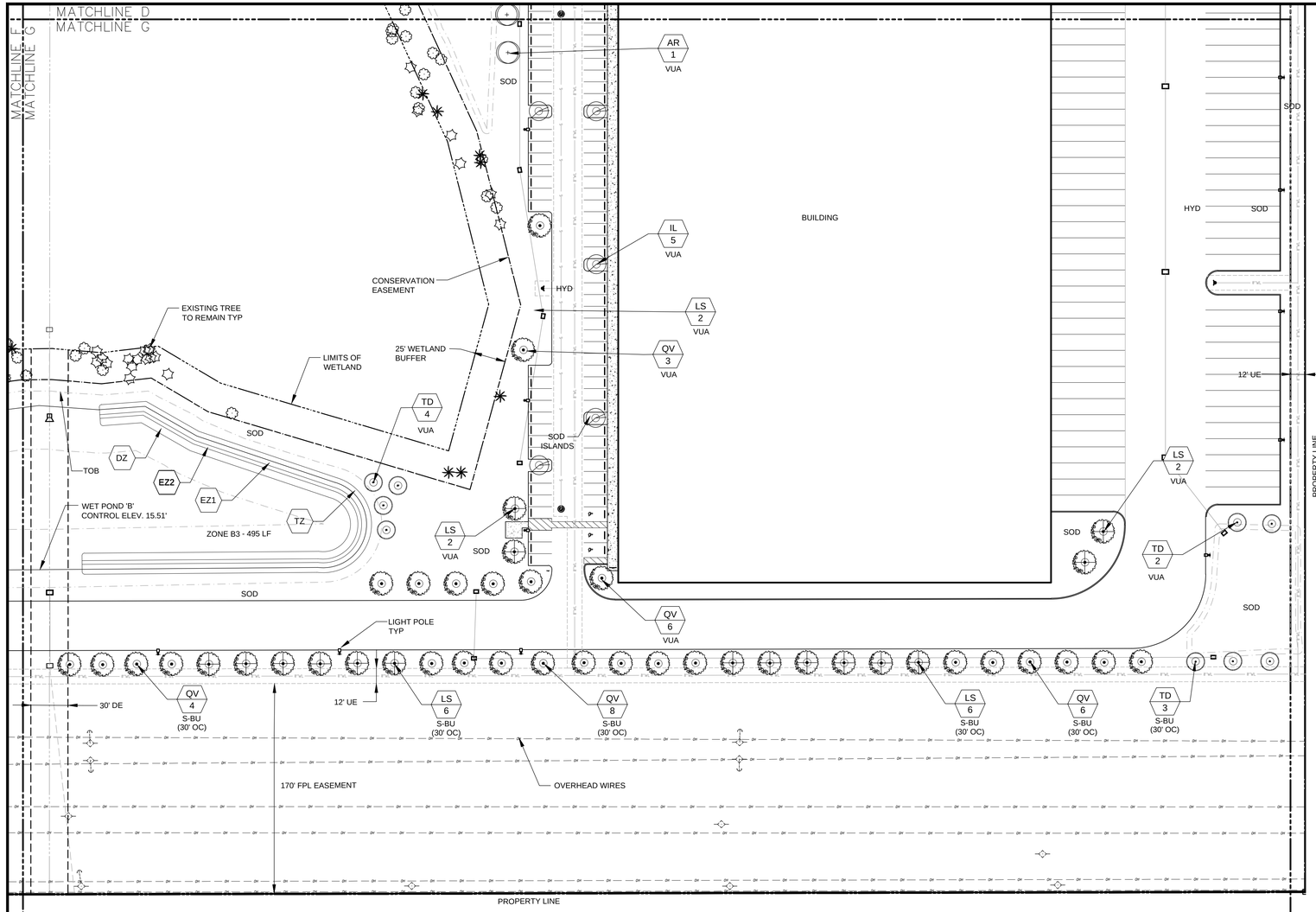
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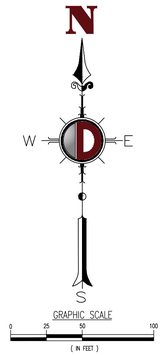
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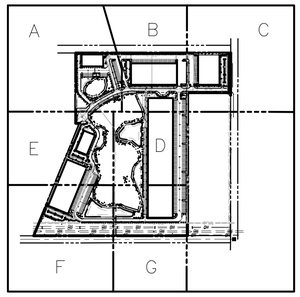
TITLE:
LANDSCAPE PLAN
SHEET 'F'

SCALE: (H) AS NOTED
DATE: 11/12/2021
PROJECT No: 3342-99-005

SHEET No: L1.06
Rev. #: 0







EXISTIGN TREE LEGEND

PINE PALM OAK

LITTORAL PLANT SCHEDULE (WET POND 'A') (LIVE PLANTS)

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TRANSITION ZONE (Control Elevation +1') 510 PLANTS				
TZ*	170	Stachytarpheta jamaicensis	Blue Porterweed	Bare Root, 2' On Center
	170	Muhlenbergia capillaris	Muhly Grass	Bare Root, 2' On Center
	170	Bacopa monnieri	Bacopa	Bare Root, 2' On Center
EMERGENT ZONE 1 (Control Elevation to -1') 485 PLANTS				
EZ1*	97	Canna flaccida	Golden Canna	Bare Root, 2' On Center
	97	Juncus effusus	Softrush	Bare Root, 2' On Center
	97	Panicum hemitomon	Maidencane	Bare Root, 2' On Center
	97	Sagitaria latifolia	Duck Potato	Bare Root, 2' On Center
	97	Thalia geniculata	Fire Flag	Bare Root, 2' On Center
EMERGENT ZONE 2 (-1' to -2') 357 PLANTS				
EZ2**	51	Iris hexagonia savannarum	Blue Flag Iris	Bare Root, 2' On Center
	51	Sagitaria lancifolia	Common Arrowhead	Bare Root, 2' On Center
	51	Scirpus robustus	Saltmarsh Bulrush	Bare Root, 2' On Center
	51	Pondeteria cordata	Pickerelweed	Bare Root, 2' On Center
	51	Eleocharis interstincta	Southern Jointed Spikerush	Bare Root, 2' On Center
	51	Peltandra virginica	Arrow Arum	Bare Root, 2' On Center
	51	Eleocharis cellulosa	Spikerush	Bare Root, 2' On Center
DEEP ZONE (-2' to -5') 45 PLANTS				
DZ***	15	Nuphar advena	Spatterdock	Container or Bare Root, 8' On Cen.
	15	Nymphaea odorata	White Water Lily	Container or Bare Root, 8' On Cen.
	15	Nymphoides aquatica	Floating Hearts	Container or Bare Root, 8' On Cen.

* ALTERNATE SPECIES IN GROUPS UP TO 25
** ALTERNATE SPECIES IN GROUPS UP TO 20
*** ALTERNATE SPECIES IN GROUPS OF 5

LITTORAL PLANTING LEGEND

TZ TRANSITION PLANTING ZONE
EZ2 EMERGENT PLANTING ZONE 2
EZ1 EMERGENT PLANTING ZONE 1
DZ DEEP PLANTING ZONE

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1	2/10/22	CITY COMMENTS	SB

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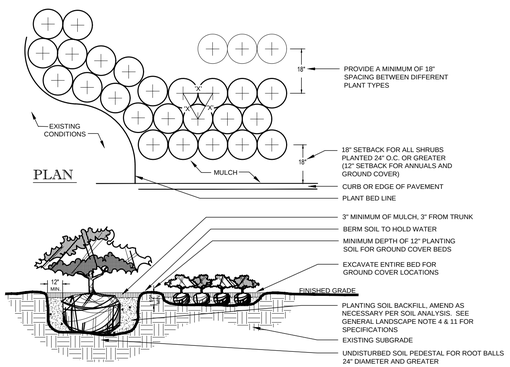
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TITLE:
LANDSCAPE PLAN SHEET 'G'

SCALE: (H) AS (V) NOTED
DATE: 10/22/2021
PROJECT No: 3342-99-005

SHEET No: L1.07
Rev. #: 0

NOTES:
1. CONTRACTOR SHALL ENSURE FREE DRAINAGE/PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION.
2. ALL PLANTING PITS SHOULD HAVE VERTICAL SIDES AND BE APPROXIMATELY TWO TIMES LARGER THAN ROOT BALL
3. PLANT MATERIAL SHALL BE INSTALLED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL.
4. WHERE GROUND COVERS ARE USED IN MASSES, THE ENTIRE BED SHALL BE EXCAVATED PRIOR TO RECEIVING PLANT MATERIAL AND PLANTING SOIL EXCEPT WHERE SPECIFIED.
5. ALL PLANT MATERIAL MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED. REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING 'X'.
6. PLANT MATERIAL INSTALLED ADJACENT TO STRAIGHT EDGES SHALL BE SPACED IN ROWS PARALLEL TO THE STRAIGHT EDGE. THOSE INSTALLED ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGE



1 SHRUB AND GROUND COVER
SCALE: NTS

GENERAL LANDSCAPE NOTES:

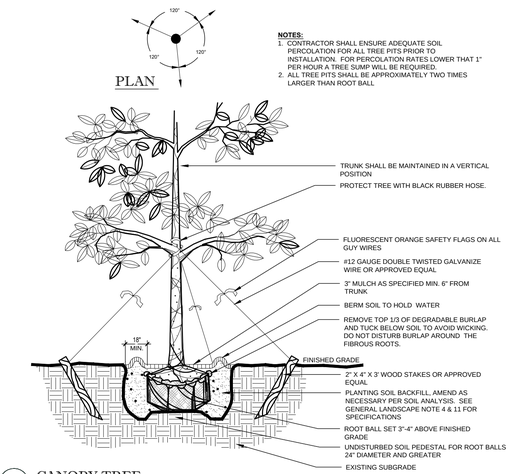
1. NO REFERENCE TO ENGINEERING SHOULD BE MADE FROM THIS SHEET. THIS PLAN IS TO BE UTILIZED FOR LANDSCAPE PURPOSES ONLY.
2. IF ANY, TEMPORARY BARRICADES SHALL BE REMOVED PROMPTLY UPON COMPLETION OF THE WORK.
3. EXCAVATIONS AND DISTURBANCES CAUSED TO TURF AND LANDSCAPED AREAS ON SITE SHALL BE BACKFILLED AND GRADED SO AS TO BE FREE OF TRIPPING HAZARDS.
4. CONTRACTOR IS RESPONSIBLE TO REPLACE AND RESTORE DAMAGED SITE LIGHTING, DEAD OR DYING LANDSCAPE MATERIALS/PLANTS, PARKING LOT PAVING, SIDEWALK PAVING, CURBS, SIGNS, IRRIGATION EQUIPMENT OR ANY OTHER DAMAGED ITEMS DUE TO CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL KEEP ALL PROPERTY FREE OF CONSTRUCTION MATERIALS, DEBRIS, AND ANY RELATED ITEMS AT ALL TIMES. AREAS WHERE SOIL, MUD OR SAND HAS BEEN DEPOSITED ONTO THE PROPERTY DUE TO CONSTRUCTION ACTIVITIES SHALL BE CLEANED IMMEDIATELY.
6. EXCAVATIONS AND DISTURBANCES CAUSED TO LANDSCAPED AREAS SHALL BE BACKFILLED AND GRADED SO AS TO BE FREE OF TRIPPING HAZARDS.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND WRITTEN SPECIFICATIONS. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN APPROVAL BY THE OWNER'S REP.
8. THE LANDSCAPE PLANTINGS SHALL BE INSTALLED IN COMPLIANCE WITH EXISTING CODES AND APPLICABLE DEED RESTRICTIONS OR REQUIREMENTS.
9. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MATERIALS AND QUANTITIES PRIOR TO BIDDING, AND NOTIFY OWNER'S REP OF ANY PLAN DISCREPANCIES PRIOR TO CONSTRUCTION. RESOLUTION OF DISCREPANCIES FOUND DURING CONSTRUCTION SHALL BE IN FAVOR OF THE OWNER.
10. ANY DEVIATION FROM PLANT QUANTITY, SIZE OR GRADE MAY JEOPARDIZE THE CERTIFICATE OF OCCUPANCY.
11. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DIMENSIONS ARE MINIMUMS ONLY. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. OWNER'S REP SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE PLANS.
12. CONTRACTOR TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA, INC AT 800-432-4770 TWO FULL BUSINESS DAYS PRIOR TO DIGGING FOR UNDERGROUND UTILITY LOCATIONS.
13. THE HEALTHY, NEAT, AND ORDERLY APPEARANCE OF ALL REQUIRED LANDSCAPING MATERIALS IS THE CONTINUAL RESPONSIBILITY OF THE PROPERTY OWNER AFTER FINAL ACCEPTANCE.

TREE RELOCATION PROCEDURES:

1. THE TREE MOVING CONTRACTOR SHALL DETERMINE IN THE FIELD IF THE TREE OR PALM IS THE CORRECT SIZE FOR TREE SPADE RELOCATION OR IF A CRANE IS NECESSARY, AND REPORT TO THE LANDSCAPE ARCHITECT THE CHOSEN METHOD OF TREE RELOCATION FOR APPROVAL PRIOR TO DIGGING. PALMS MAY BE HAND DUG BASED ON INDUSTRY STANDARDS AND DETAILS ON THIS SHEET.
2. PREPARATION FOR TREE RELOCATION (TREES TOO LARGE FOR A TREE SPADE)
   a. BY HAND, REMOVE ALL OTHER VEGETATION AWAY FROM THE TRUNK OUT TO THE DRIPLINE
   b. INSTALL A TEMPORARY IRRIGATION SYSTEM OVER THE ROOT ZONE
   c. IRRIGATE ROOT ZONE DAILY WITH 1/2 INCH OF WATER UNTIL RELOCATION. KEEP WATER OFF THE TRUNK
   d. MULCH AREA OF CLEARED VEGETATION, RANGING DEPTH FROM 3" AT DRIP LINE TO 1" AT THE TRUNK
   e. FERTILIZE THE ROOT ZONE WITH A 8-2-12 FERTILIZER AT THE RATE: 1/3 LB. NITROGEN PER 1,000 SF
   f. CUT THE ROOTS AT THE DRIPLINE WITH AN AIR SPADE ALONG 1/4 OF THE DISTANCE OF THE CIRCUMFERENCE OF THE DRIPLINE
   g. MAKE THE SAME CUT THE OPPOSITE 1/4 DISTANCE
   h. OUTSIDE THE CUT DRIPLINE, EXCAVATE A 1' WIDE TRENCH 3 FEET DEEP
   i. ANY ROOTS ENCOUNTERED MUST BE CUT CLEANLY WITH LOPPERS, AND DAMAGED ROOTS TRACED BACK AND CUT CLEAN
   j. BACKFILL TRENCH WITH MULCH, AND WATER DAILY FOR 60 DAYS
   k. IN 30 DAYS REPEAT THE STEPS 6 THRU 9 ON THE REMAINING QUARTERS OF THE DRIP LINE
   l. EACH TRENCH SHALL BE WATERED FOR 30 DAYS MINIMUM AND NEVER LET DRY
   m. CONSIDER CANOPY CROWN REDUCTION, PER ANSI A300 STANDARDS, TO REDUCE WEIGHT DURING RELOCATION
3. RELOCATION PROCEDURES
   a. MOVE TREE ONE TIME FOR BEST SURVIVABILITY RATE
   b. AFTER THE ROOT BALL PREPARATION PROCESS, REMOVE MULCH WITHIN THE ROOT BALL TRENCH
   c. TIGHTLY WRAP BURLAP AROUND THE EXPOSED ROOT BALL SIDES TO RETAIN ROOT BALL SOIL DURING RELOCATION
   d. UNDERCUT THE ROOT BALL TO REDUCE DAMAGE WHEN LIFTING TREE
   e. RECOMMEND UTILIZING A CRANE FOR LIFTING TREES GREATER THAN 8 INCHES IN CALIPER
   f. DIG HOLE TO RECEIVE THE ROOT BALL, 3 FEET LARGER IN DIAMETER
   g. DIG HOLE TO RECEIVE THE ROOT BALL WITH SIMILAR DEPTH AS ROOT BALL
   h. INSTALL TREE AND BACKFILL WITH 70/30 TOPSOIL MIX, AND WATER IN, DO NOT COMPACT BACKFILL
   i. DO NOT BACKFILL SOIL OVER ORIGINAL GRADE OF ROOT BALL, AND INSTALL 1 INCH OF MULCH COVER OVER ROOT BALL
   j. INSTALL TEMPORARY IRRIGATION SYSTEM OVER ROOT BALL
   k. WATER ENTIRE ROOT BALL DAILY WITH ONE INCH OF WATER FOR ONE MONTH PER INCH CALIPER (ESTABLISHMENT PERIOD)
   l. INSTALL TREE PROTECTION BARRICADE AROUND THE OUTSIDE OF THE BACKFILLED AREA, UNTIL END OF CONSTRUCTION
4. AFTER THE ESTABLISHMENT PERIOD, WATER AND MAINTAIN TREES AND PALMS AS SPECIFIED FOR NEW PLANTS.

CANOPY TREE PLANTING NOTES:

1. EACH TREE SHALL RECEIVE SIX "AGRIFORM" 21 GRAM TABLETS PER MANUFACTURER'S DIRECTIONS.
2. ALL TREES SHALL HAVE A MINIMUM CLEARANCE OF 15' FROM LIGHT POLES, AND SHALL NOT BE INSTALLED WITHIN 10 FT. OF ANY ABOVE GROUND UTILITIES OR WITHIN 30 FT. OF THE FACE OF A STOP SIGN.
3. ALL TREE TRIMMING SHALL BE IN ACCORDANCE WITH LOCAL CODES AND THE AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)A-300 PRUNING STANDARDS.

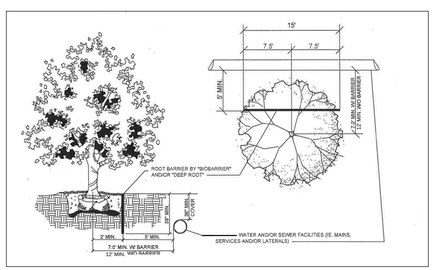


2 CANOPY TREE
SCALE: NTS

NOTES:
1. ALL MULCH SHALL BE PEST AND INSECT FREE.
2. COMPLETELY REMOVE EXISTING SOD AS REQUIRED PRIOR TO PLACING MULCH.



3 MULCH APPLICATION
SCALE: NTS

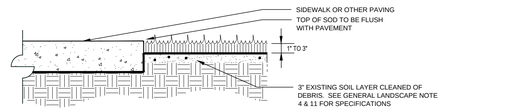


1. TREE LOCATION AND SPACING IS BASED ON DESIGN REQUIREMENTS AND THE THE TREES SHOWN ON THIS PLAN ATTEMPT TO ACCOMPLISH SPACING REQUIREMENTS WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN ANY CASE THE TREES SHALL BE PLANTED IN ACCORDANCE WITH THE PLANT DETAILS SHOW HEREON.
2. ADDITIONALLY, TREES ARE TO BE INSTALLED WITH A TWELVE FOOT (12') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TWELVE FOOT (12') CLEARANCE CANNOT BE ACHIEVED, SPACING CAN BE REDUCED TO SEVEN FOOT (7') IF INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL (THIS SHEET) FOR INSTALLATION REQUIREMENTS. HOWEVER, IN NO CASE SHALL A TREE ENCROACH INTO AN EASEMENT WITHOUT PRIOR APPROVAL AND ONLY SOD CAN BE INSTALLED WITHIN 7.5 FEET OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL AND UTILITIES DEPARTMENT.

4 LANDSCAPE ROOT BARRIER DETAIL
SCALE: NTS

GENERAL PLANTING NOTES:

1. NUISANCE, EXOTIC PLANT SPECIES REMOVAL SHALL BE COMPLETED IN ACCORDANCE WITH SECTIONS OF THE MUNICIPAL REGULATIONS, GUIDELINES AND STANDARDS.
2. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER, AS SET FORTH BY THE LATEST EDITION OF FLORIDA GRADES AND STANDARDS,
3. PLANT MATERIAL SHALL BE LOCAL FLORIDA NURSERY STOCK.
4. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY IMPROPER SOIL CONDITIONS (WETNESS, MUCK, DEBRIS, ETC.) PRIOR TO INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR ALL SOIL AMENDMENTS AND/OR FERTILIZER RECOMMENDED BY THE REQUIRED SOIL ANALYSIS REPORT FOR HEALTHY, VIGOROUS PLANT GROWTH. SEE NOTE 11.
5. ALL PLANT MATERIAL HOLES SHALL BE HAND DUG EXCEPT WHERE MACHINE DUG HOLES WILL NOT ADVERSELY AFFECT OR DAMAGE UTILITIES OR PROJECT IMPROVEMENTS.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPE ELEMENTS UNTIL CONSTRUCTION IS COMPLETE AND ACCEPTED BY THE OWNER'S REP. THIS MAINTENANCE SHALL INCLUDE BUT MAY NOT BE LIMITED TO MOWING, EDGING AND TRIMMING GRASS, KEEPING PLANTING BEDS FREE OF DEBRIS AND WEEDS, MANAGING ALL DISEASE OR INFESTATION, WATERING OF PLANT MATERIALS, AND MAINTAINING MULCH.
7. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR FROM THE DATE OF COMPLETION OF CONSTRUCTION.
8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY AND STAKE ALL UTILITIES. A MINIMUM OF TEN FEET SEPARATION IS REQUIRED BETWEEN UTILITIES AND TREE PLANTINGS. IN ADDITION, ALL TREES SHALL BE LOCATED AT LEAST SIX FEET AWAY FROM THE FLOW LINE OF SWALES AND PROPOSED OR EXISTING STORM WATER INLETS.
9. NEW PLANT MATERIAL TO BE INSTALLED WILL BE FIELD ADJUSTED TO ACCOMMODATE EXISTING PLANT MATERIAL SUCH AS OVERHEAD CANOPY TREES, UNDER-STORY TREES AND SHRUBS OR GROUND COVER. THIS WILL ENSURE EXISTING PLANT MATERIAL TO REMAIN IN ITS NATURAL STATE. THEREFORE, NO EXISTING PLANT MATERIAL WILL BE ALTERED BY REMOVING, CUTTING TRIMMING OR DESTROYING IN ORDER TO INSTALL NEW PLANT MATERIAL.
10. ALL PLANT MATERIALS TO BE CONTAINER GROWN UNLESS OTHERWISE SPECIFIED. BAG GROWN PLANTS ARE NOT ACCEPTABLE.
11. THE PLANTING SOIL USED IN THE PLANTING OPERATIONS SHALL BE A MIXTURE OF 2 PARTS EXISTING TOPSOIL AND 1 PART CLEAN SAND. THE EXISTING TOPSOIL SHALL BE TESTED AND CONSIST OF NATURAL, FRIABLE, FINE LOAM SOIL WITH A pH OF 5.5 TO 7.0, AND 3-5% ORGANIC MATTER. IT SHALL BE FREE OF WEED SEEDS, PATHOGENS, LITTER, SOD, CLAY, ROAD BASE, STONES, ROOTS AND STUMPS. SOIL DEPTH SPECIFIED ON THE PLANS IS MEASURED AFTER LIGHT COMPACTION. TOP SOIL THAT DOES NOT MEET THIS SPEC SHALL BE SUBSTITUTED WITH PROPER BORROW SOIL. SEE NOTE 4.
12. BED PREPARATION: LOOSEN SOIL TO A MINIMUM DEPTH OF TWELVE INCHES AND REMOVE ALL DEBRIS. RE-GRADE THE BED TO ITS ORIGINAL GRADE. DIG PLANTING PITS AT 2 TIMES THE DIAMETER OF THE POT. FILL PLANT PIT WITH SPECIFIED PLANTING MIX AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE 1/8 DEPTH OF THE ROOT BALL ABOVE FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT WITH THE RECOMMENDED RATE BASED ON SOIL ANALYSIS AND RECOMMENDATIONS. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL SOIL AND RAKE THE BED TO ITS FINISH GRADE.
13. MULCH ALL BED AREAS WITH A 3" DEPTH OF APPROVED ORGANIC MULCH, ENSURE MULCH OVER ROOT BALLS DOES NOT EXCEED A DEPTH OF ONE INCH. REMOVE ALL DEBRIS FROM THE MULCH. WATER BED THOROUGHLY. THE USE OF CYPRESS MULCH IS PROHIBITED. ALL TREES NOT LOCATED WITHIN A PLANTING BED SHALL RECEIVE A FOUR FEET DIAMETER MULCH RING.
14. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HOLDING THE FINE GRADING OF PLANTING AREAS TO ENSURE AT LEAST THREE PERCENT POSITIVE DRAINAGE AWAY FROM BUILDINGS AND INTO TURF AREAS, PONDS, STREETS OR OTHER DRAINAGE WAYS. IN ADDITION, THE FINISH MULCH ELEVATION AT THE BUILDINGS SHALL BE AT LEAST SIX INCHES BELOW FINISH FLOOR OF THE ADJACENT BUILDING. PARKING LOT ISLANDS SHALL SLOPE AT THREE PERCENT FROM CENTER. TURF AND PLANTING BEDS SHALL MEET SIDEWALKS AND FLATWORK AT TWO INCHES BELOW THE FLATWORK.
15. SLOPES GREATER THAN 4:1 SHALL REQUIRE SODDING FOR STABILIZATION.
16. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATIVE MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE. SODDING, PLUGGING, SPRIGGING OR SEEDING IS ACCEPTABLE FOR STABILIZATION; HOWEVER, SODDING MAY BE REQUIRED IN AREAS OF EROSION-PRONE SOILS OR WHERE SLOPES ARE GREATER THAN 5:1. VEGETATION OTHER THAN GRASS IS ACCEPTABLE AND MAYBE UTILIZED AT THE OWNERS DISCRETION.
17. IF ALTERNATIVE VEGETATION IS UTILIZED (I.E. MATCHING AND/OR EXTENDING EXISTING SHRUB BED, THE INSTALLED MATERIAL MUST BE HEAL THY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASES. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE TO FLORIDA NO.1 GRADE, ACCORDING TO THE "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. MATERIAL IN SOME INSTANCES SHALL EXCEED NO. 1 GRADE, IN ORDER TO MEET THE MINIMUM REQUIREMENTS OF THIS PROJECT.
18. SOD SHALL BE INSTALLED IN ALL DISTURBED LANDSCAPE AREAS THAT ARE NOT PLANTED OR HARDSCAPED. CONTRACTOR SHALL VERIFY SOD QUANTITY. DO NOT INSTALL SOD IN WETLAND OR WETLAND CONSERVATION AREAS
19. LANDSCAPE CONTRACTOR SHALL REPAIR, RELOCATE AND/OR REPLACE ANY CONSTRUCTION DAMAGED OR REMOVED LANDSCAPE MATERIALS, ON OR OFF SITE, THAT ARE NOT DELINEATED ON THE DEMOLITION PLANS. CONTRACTOR SHALL OBTAIN APPROVAL FROM OWNER'S REP. PRIOR TO ANY REMEDIATION LANDSCAPE EFFORTS.



5 SOD APPLICATION
SCALE: NTS

REGISTERED LANDSCAPE ARCHITECT
SCOTT J. BARBER
LA-0001660
STATE OF FLORIDA

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PROJECT: TREASURE COAST BUSINESS PARK
HOPE COMMERCIAL HOLDINGS, LLC
SELVITZ ROAD & ENERGY LANE
FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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TITLE: LANDSCAPE DETAILS

SCALE: (H) AS (V) NOTED | DATE: 10/22/2021
PROJECT No: 3342-99-005

SHEET No: L1.08 | Rev. #: 0

LITTORAL AREA PREPARATION AND PLANTING

1 PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the work necessary to establish a wetland plant community. Plant species, source of plants, quality of plants, plant spacing, planting methods, plant maintenance, and criteria for success of plant establishment are specified herein.

1.02 DRAWINGS

A. Planting Areas for Listed Plant Species and Communities are Shown in the Drawings Including the:
1. Location of planting zones.
2. Spacing for each plant species or group of species.

1.03 DEFINITIONS

A. Littoral Area: Refers herein to the full-scale constructed multi zone/littoral system to be constructed for the purpose of achieving water quality improvement and wildlife enhancement objectives.
B. Contractor: Refers to designated representative of Paradelo/Burgess.
C. Planting: Refers to local soil preparation, location, placement and securing of plant materials; and water control operations as required to complete a successful planting of the Constructed Wetlands as specified.
D. Maintenance Period: The Maintenance Period begins immediately after all four planting zones have been planted (open water area, emergent zone 1 & 2, and transition zone), and continues for a period of 1 year from inspection and acceptance by the Contractor.
E. Acceptable Plant Propagules: Propagules are vegetative plant structures used for plant reproduction, consisting of aboveground and/or underground structures. Acceptable propagules under this Section may consist of transplants (entire plants dug from a natural site or nursery grown), bare-root material (nursery-grown plants shipped with no soil attached to roots), plant fragments for submerged aquatic areas, seedlings (entire plants, container grown), tubelings (seedlings grown in narrow tube-shaped containers), or plant plugs (plant material from local populations or nursery-grown vegetative material that has been divided into plugs or clumps that contain viable plants and are of the minimum size as specified). The size and configuration of Plant Propagules deemed acceptable for planting under this section will vary depending on the plant species and/or the plant source(s). The determination of acceptability will be made by the Contractor after examining the plant material samples submitted for inspection.
F. Satisfactory Stand of Plant Propagules:
1. The average spacing of plant materials shall be equal to or less than the planting density specified for each plant zone on the Drawings. The overall survival rate of planted clumps shall be at least 80 percent, and areas no greater than 100 contiguous square feet shall have a survival rate of not less than 50 percent, after one year. Plants removed by herbivory or those not found to be a vigorous, thriving condition shall be considered killed for purposes of survival calculations. Herbivory is the disturbance of plants by animals and includes any animal consumption, uprooting, trampling, or other disturbance that precludes establishment of the specified plant species and densities. Each plant zone shall contain no contiguous areas of weeds that exceed 100 square feet in size, with overall wetland weed coverage not to exceed 5%.
2. All required replanting work shall be initiated within 90 days from the date of determination of the viability and survival rate of plant materials as specified, and shall be completed within 30 days of the starting date of replanting.
3. Viable plants shall be indicated by the evidence of one or more new live plant shoots arising from each separate plant plug or clump.
4. The presence of a Satisfactory Stand and plant viability shall be determined by the Contractor after the first full growing season cycle.
G. Planting Area: An area within the littoral zones that is planted during a specified stage of planting. A Planting Area may include one or more Plant Zones.
H. Planting Zone: An area planted with one or more plant species adapted to the same water regime (depth and duration of flooding). There are three planting zones, transition, emergent and open water zones, as indicated on the Drawings.

1.04 SUBMITTALS

A. Shop Drawings: Product labels/data sheets.
B. Quality Control Submittals:
1. Plant Material: Within 1 month following award of Contract, the Subcontractor shall submit to the Contractor a summary of the availability of plant materials needed to complete this project. Identification of source for each species shall be provided. For materials to be purchased from a commercial nursery, an affidavit from nursery owners that specified, nursery-grown plant materials will be available by the expected startup of each phase of wetland planting shall be provided. For field-harvested plant materials, the Subcontractor shall provide a description of any sites where plant material will be harvested, identification to species of any plants that will be harvested, an estimate of the number of plant propagules of each species that will be collected, and an affidavit that any necessary permissions have been granted for plant harvesting and that no laws will be violated by field harvesting.
2. Plant Samples: Plant propagules within 1 month before littoral planting begins, the Subcontractor shall submit to the Contractor for review samples of all wetland plant species to be used. Representative plant samples should be placed in sealable plastic bags, labeled, packed on ice, and delivered. The samples shall be identified by species, location obtained, and number of propagules to be obtained from this source location. If the Contractor finds that any plant materials are not likely to be satisfactory for use, the Subcontractor will be required to find an alternate source of acceptable plant materials.
C. The Subcontractor shall submit to the Contractor for review a planting schedule and work plan outlining the proposed schedule and procedures for installation of plant materials. The work plan shall also describe techniques that will be applied to assure plant viability during harvest, transport, planting, and long term survival. The Subcontractor shall update the planting schedule and work plan, and provide revisions to the Contractor as changes occur.
D. Contract Closeout Submittals: Description of required maintenance activities and activity frequency.

1.05 DELIVERY, STORAGE, AND PROTECTION

A. Propagules of Wetland Plant Species:
1. Harvest and deliver only after planting area is prepared and water delivery system is operable.
2. Deliver and plant within 48 hours after harvesting.
3. Keep moist and covered to protect from drying from time of harvesting, during delivery, and until planted.

1.06 WEATHER RESTRICTIONS

A. Perform work under favorable weather and soil moisture conditions as determined by local practice. Planting will not be conducted during periods when the mean air temperature is below 40 degrees Fahrenheit.

1.07 SEQUENCING AND SCHEDULING

A. When plant propagules from local populations are to be used, planting operations shall be coordinated with the harvesting of the wetland vegetative material as requiredto minimize the time from harvest to planting.
B. The Subcontractor shall work with the Contractor when planninig deliveries. Final grading should be completed and ready for operation before starting work.
C. The Subcontractor shall follow the Planting Schedule in developing his work plan. During the coordination of planting activities. Any deviations from the Planting schedule shall be approved by the Contractor prior to changes being made.
D. The Subcontractor shall complete work under this section within 30 days after being planted. Planting will begin no earlier than April 1, and be completed no later than July 31 for a given year.
E. The Subcontractor shall Notify Contractor at Least 3 Days in Advance of:
1. Start of planting activity for each planting stage.
2. Completion of planting activity for each planting stage.

1.08 MAINTENANCE SERVICE

A. Subcontractor: Perform maintenance operations during maintenance period to include:
1. Watering: Transition Zone plants by a temporary watering system to until the irrigation system is operational.
2. Replant unsatisfactory areas or portions thereof immediately when observed or at the end of the maintenance period if a satisfactory stand has not been produced.
3. Replant entire area if satisfactory stand does not develop by the inspection date or stage of planting.
4. Control of exotic nuisance plants that would inhibit satisfactory growth of planted material.

PART 2 PRODUCTS

2.01 SUMMARY

A. Four Planting Zones as defined on the Drawings shall be established with multiple plant species within each Plant Zone. The emergent zone is further divided into two sub-zones or bands of individual or similar plant species. The locations of the Planting Zones and specific planting densities are shown on the Drawings and on the Planting List. Any deviations in planting stock quantities or listed species must be approved by the Contractor. All plant materials delivered onsite shall be properly identified and shall be in healthy condition at the time of planting. Plant materials may be field harvested from sites reviewed by the Contractor or plant materials may be from a commercial nursery.

2.02 PLANT MATERIALS

A. The plant materials required for the four plant zones within the Littoral area shall be field-harvested or nursery-grown propagules consisting of selected species for each zone as described and illustrated on the Drawings.
B. Plants shall be live, fresh, healthy, and uninjured at the time of planting. Plants shall be acceptable Plant Propagules as defined in this section. Plants may be harvested from local wetland areas or ponds, provided that a written affidavit is provided that documents all necessary authorizations have been received. Plants shall be kept continually moist and shaded until they are planted. Any plants that have been permitted to dry out or are otherwise injured for any reason in the judgment of the Contractor and do not show a viable condition, shall be rejected for use.

2.03 REQUIRED EQUIPMENT AND FACILITIES

A. All equipment and materials required to complete the Work as specified shall be provided and maintained by the Subcontractor, and shall be removed from the site by the Subcontractor upon the completion of the Work.
B. Water distribution piping and water supply shall be provided by the Contractor with the approval of the Owner and the Subcontractor.
C. The transplant positions for individual bare-root plants, plant plugs or clumps may be marked with white flour, chalk, or stakes. Paint or other types of compounds noxious to plants are not acceptable for marking. Wire flags may be used if subsequently removed from the Constructed Wetlands during planting.
D. Wooden stakes or other nontoxic, degradable materials may be used for anchoring of plant plugs or clumps.

2.04 HARVEST AND TRANSPORT OF PLANT MATERIALS

A. When local populations are used, other species (unless noted as a nuisance species) intermingled with the target species should not be excluded from the harvested material prior to planting in the indicated areas of the Constructed Wetlands. Nuisance species are defined as weeds and noxious plants that have been determined to be aggressive and potentially detrimental to the establishment and long-term growth of the planted species.
B. Plant materials harvested from local populations acceptable for planting shall consist of clumps that contain viable root-rhizome stock as required to satisfy the Constructed Wetland planting.
C. Plant material shall be divided into plugs or clumps suitable for planting. The minimum plug size to be installed at the planting site is 4 inch by 4 inch. The Subcontractor shall be responsible for using a plug or clump size that assures viability and rapid colonization of the wetland plants.
D. Large soil clumps containing viable root-rhizome stock may be extracted from the harvest site and divided into smaller clumps prior to planting. Excessive manipulation and disturbance of soil mass should be avoided as it may cause physical damage and desiccation during harvest, transport and planting.
E. Before the plant materials are transported, the top of bulrush and other tall emergents shall be cut to leave an approximate 2-foot height. The intent is to promote rapid regrowth upon transplanting and to make them easier to transport. The Subcontractor shall be responsible for the removal and off site disposal of all discard cuttings.
F. Plant material purchased from a commercial nursery for use in planting the Constructed Wetlands may include plant fragments (for submerged species listed), bare-root material, or container grown material.
G. Shipments from a commercial nursery supplying plant materials for planting the wetlands shall be coordinated with planting of the cells so that maintenance of plant materials prior to commencement of planting activities is no longer than 48 hours.
H. All plant materials shall be kept moist and covered to protect from drying from time of harvesting, during transport, and until planted.

2.05 PLANT REPLACEMENT

A. The Subcontractor shall re-plant within 30 days from the specified inspection dates for each planting phase any areas where the plant survival rate is less than the survival rate specified.
B. All required replanting work shall be initiated within 30 days from the date of determination of the viability and survival rate of plant materials as specified, and shall be completed within 30 days of the starting date of replanting.
C. The Subcontractor is responsible for obtaining a supply of viable plant material for replanting. Plant material for re-planting may be available from local populations or the onsite nursery (if included), subject to review by the Contractor.

3 PART 3 EXECUTION

3.01 SUMMARY

A. The littoral planting areas shall be planted in four planting zones as indicated on the Drawings. In order to coordinate with the construction of the wetland system, the planting of the wetland areas will be conducted as outlined in the Planting Schedule and Work Plan provided by the Subcontractor. Planting shall begin following installation of an adequate supply of water to the wetland cells and after final grading and seed bed preparation is shown on the Drawings.

3.02 PLANTING AREAS AND DENSITY

A. The constructed wetlands shall be planted in the zones and at the required densities as

3.03 PREPARATION FOR PLANTING

A. The Subcontractor shall coordinate with the Contractor 24 hours in advance prior to commencement of planting activities. The Subcontractor shall verify with the Contractor the completed in a given planting area.

3.04 PLANTING SEQUENCE

A. For each zone, deep zones shall be planted first to minimize soil erosion and sedimentation after planting preparation has occurred water levels prior to planting.
B. Planting of the emergent zone shall take place after the soil medium is saturated and at the
C. Transitional plants will be planted along the edges as specified in the Drawings.

3.05 PLANTING METHODS

A. Wetland Plant propagules shall be planted in moist to shallowly flooded soils. Water depths shall be maintained during planting and the plant establishment to allow optimal rooting conditions. Emergent wetland plants shall be planted by hand using a shovel, spade, dibble, trowel, or other method reviewed by the Contractor.
B. The planting tool shall be used to create a shallow hole in the moist substrate for planting. The hole shall be of sufficient depth and width to allow the entire root mass to be inserted without breakage or other damage. Planting rows should be staggered so that open pathways along the direction of water flow are not created. The plants shall be planted upright so the junction between the root crown and the stem or leaf base is at the ground surface. After placement of the plant in the hole, the hole shall be carefully closed around the plant roots by gently applying pressure to the edge of the hole with the foot or other method as reviewed by the Contractor. Anchoring of the plant plugs or clumps by methods such as staking in place or otherwise securing plant clumps is at the discretion of the
C. Deep Zones: Submerged aquatic plants shall be planted in shallowly flooded deep water zones in between riprap rubble. Remove rubble to expose underlying soil to install plant. Plant Propagules shall be weighted with an iron nail or staple, or equivalent method reviewed by the Contractor, so they will be in contact with the flooded substrate.
D. Plants which have been judged by the Contractor to be damaged by mishandling during the planting process shall be replaced at the Subcontractor's expense.

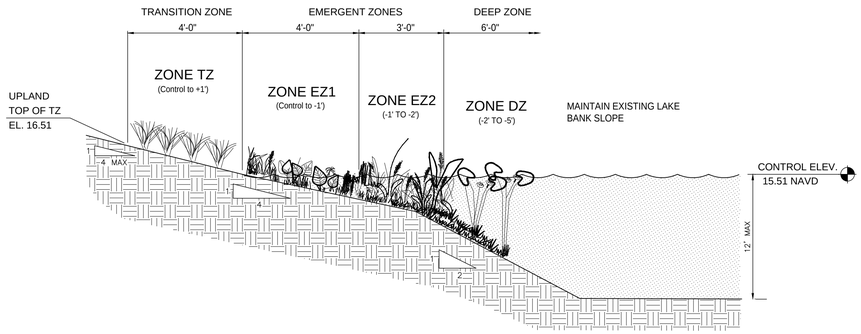
3.06 WORK ACTIVITIES AND SITE DISTURBANCE

A. At the completion of the planting contract, all work equipment, materials displaced during work activities, shall be repaired or removed. Final grading shall be completed were impacted soil has occured. There should be no substantial high or low points within the grades of planted areas.

3.07 PLANT INSPECTION AND ACCEPTANCE

A. All planting areas will be continuously flooded to maintain moist soil conditions until plants have passed inspection and been accepted by the Owner. Irrigation is to be coordinated the Contractor.
B. Maintenance: The Subcontractor shall be responsible for maintenance of plantings for specified maintenance period. The Subcontractor is fully responsible for the plantings survival and maintenance for 1 year after acceptance by the Contractor. Although the Subcontractor is wholly responsible for maintenance of the wetlands planting, the Subcontractor is encouraged to consult with the Contractor and Owner concerning methods to optimize plant growth and survival. If acceptable by the Subcontractor, the Owner shall assist in activities during the maintenance period to include water depth adjustment and weed/unwanted plant growth.
C. Weed Control: The Subcontractor shall remove or control weeds and noxious plants before they compete with desired plant species within the planted areas. Weeds and noxious plants are defined as those plants that have been determined to be aggressive and potentially detrimental to the establishment and long term growth of the planted species; and shall include, but are not limited to reed canary-grass, Johnson grass, and Bermuda grass. Weeds and noxious plants shall be mechanically removed or controlled with herbicides. The Subcontractor shall review with the Contractor herbicide materials, means of application, and applications rates before use. The Subcontractor will be responsible for replacing desirable plants damaged by any weed and noxious plant control measures implemented. The Contractor shall obtain written approval from the project permitting team prior to any use of herbicide.
D. Period of Maintenance: The Subcontractor is responsible for maintenance until the planted areas have been inspected by the Contractor at the specified inspection date for each phase. At the specified inspection dates, the Contractor will inventory wetland plantings and determine if they meet minimum levels of survival and growth as described below.
E. The Subcontractor shall give the Contractor 7 days ' notice prior to plant inspection visits.
F. Inspection and Acceptance: During the inspection date(s) specified in the planting schedule, the Contractor will make an inspection to determine if the satisfactory stands of wetland plants have been established, as previously defined in this section. For the purposes of this inspection, original planted clumps will be counted as one unit regardless of the number of daughter plants that may have emerged since planting. If the requirements for satisfactory stands are met, the wetland planting will be accepted and the Owner will assume responsibility for the continued plant maintenance. If any stands are not found to be satisfactory, the Subcontractor shall replant those areas at his own expense until satisfactory stands are judged by the Contractor to be achieved. The Contractor will inspect any replanted areas within 4 weeks following replanting and will determine if those replanting efforts are satisfactory. The Subcontractor shall be responsible for replanting and continued plant maintenance until all plantings are accepted by the Contractor.

PROPOSED LITTORAL PLANTING SECTION



TYPICAL LAKE SECTION / LITTORAL SHELF PLANTING DETAIL

SCALE: NTS

REGISTERED LANDSCAPE ARCHITECT
SCOTT J. BARBER
LA-0001660
STATE OF FLORIDA

SCOTT BARBER DESIGNS P.A.
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CITY OF FT. PIERCE, ST. LUCIE COUNTY, FL 34981
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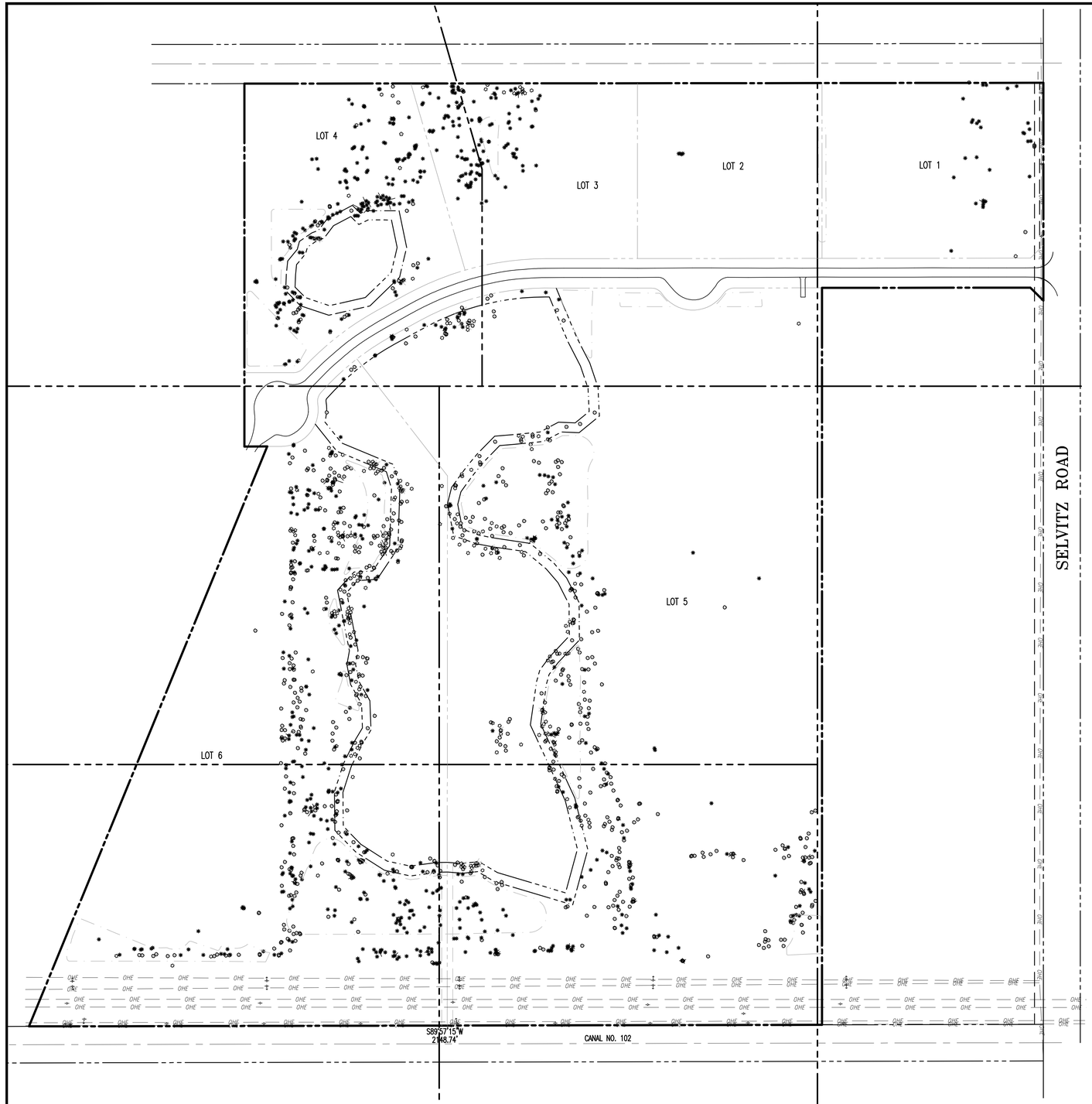
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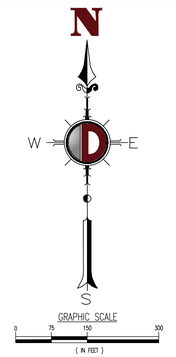
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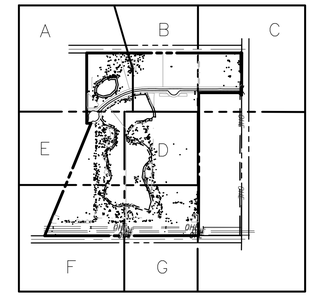
TITLE: **LITTORAL DETAILS**

SCALE: (H) AS (V) NOTED | DATE: 10/22/2021
PROJECT No: 3342-99-005

SHEET No: L1.09 | Rev. #: 0

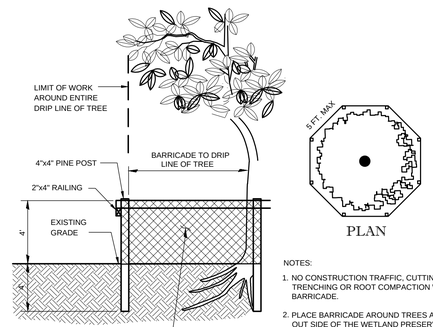






TREE MITIGATION NOTES:

1. REMOVE ALL CATEGORY 1 EXOTIC PLANTS.
2. TOTAL OAK AND PINE DBH INCHES SAVED ON SITE = 3,016 DBH. TOTAL NATIVE PALMS SAVED 116.
3. TOTAL OAK AND PINE DBH INCHES TO BE REMOVED (14" AND GREATER DBH TREES) = 2,646 DBH INCHES OF OAK, 373 DBH INCHES OF PINE. 777 PALMS WILL BE REMOVED.
4. PER SECTION 123.66 (D)(2)(A), 3,019 INCHES (DBH) WILL BE MITIGATED ON SITE BY RETAINING 3,016 DBH INCHES OF OAKS AND PINES PLUS INSTALLING 2 REPLACEMENT OAK TREES.
5. PER SECTION 123.66 (D)(5), 777 PALM WILL BE MITIGATED ON SITE BY RETAINING 116 PALMS AND REPLACING THE REMAINING 661 PALM CREDITS WITH 86 OAK TREES (12' X 2.5" DBH) AND BY PAYING THE BALANCE INTO THE CITY OF FT. PIERCE TREE PRESERVATION FUND.
6. LAND CLEARING WILL NOT ENCROACH INTO THE CONSERVATION EASEMENTS.



NOTES:

1. NO CONSTRUCTION TRAFFIC, CUTTING, FILLING STAGING, TRENCHING OR ROOT COMPACTION WITHIN TREE BARRICADE.
2. PLACE BARRICADE AROUND TREES AND PALMS TO REMAIN OUT SIDE OF THE WETLAND PRESERVE AREA FENCE LINES. INSTALL VEGETATION PROTECTION BARRICADES AND OBTAIN CITY APPROVAL OF INSTALLATION PRIOR TO DEMOLITION, CLEARING, OR SITE WORK.

1 TREE BARRICADE DETAIL
SCALE: NTS

TREE PROTECTION NOTES:

1. LANDSCAPE BUFFER AND EXISTING TREES TO BE SAVED NEED TO BE INSPECTED PRIOR TO STARTING THE PROJECT.
2. DO NOT BARRICADE TREES WITHIN THE WETLAND PRESERVE AREA PERIMETER FENCE LINES. BARRICADE PRESERVE AREA TREE CROWNS THAT SPREAD OUTSIDE OF THE PRESERVE AREA FENCE LINE.

REGISTERED LANDSCAPE ARCHITECT
SCOTT J. BARBER
LA-0001660
STATE OF FLORIDA

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: —

PROJECT: **TREASURE COAST BUSINESS PARK**
HOPE COMMERCIAL HOLDINGS, LLC
SELVITZ ROAD & ENERGY LANE
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FL 34981
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TITLE: **OVERALL TREE DISPOSITION PLAN**

SCALE: (H) AS (V) NOTED
DATE: 11/12/2021
PROJECT No: 3342-99-005

SHEET No: T1.00
Rev. #: 0

EXISTING TREE LEGEND

PINE PALM OAK

N

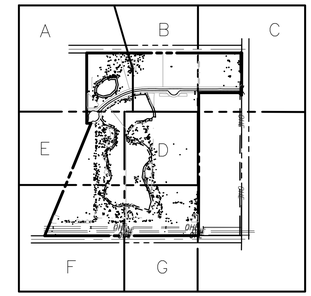
W E

S

GRAPHIC SCALE

0 25 50 100

(IN FEET)



PROPERTY LINE

PROPERTY LINE

LOT 4

ENERGY LANE

EXISTING TREE TO REMOVE TYP

LIMITS OF WETLAND

CONSERVATION EASEMENT

EXISTING TREE TO REMAIN TYP

25' WETLAND BUFFER

EXISTING PALM TO REMAIN TYP

EXISTING PALM TO REMAIN TYP

LIMITS OF WETLAND

25' WETLAND BUFFER

MATCHLINE A

MATCHLINE B

MATCHLINE E

MATCHLINE D

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PEAR

DESIGNED BY: ACM

CHECKED BY: MDM

CHECKED BY: –

PROJECT: **TREASURE COAST BUSINESS PARK**
HOPE COMMERCIAL HOLDINGS, LLC

SELVITZ ROAD & ENERGY LANE
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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STATE OF FLORIDA

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TITLE: **TREE DISPOSITION PLAN SHEET 'A'**

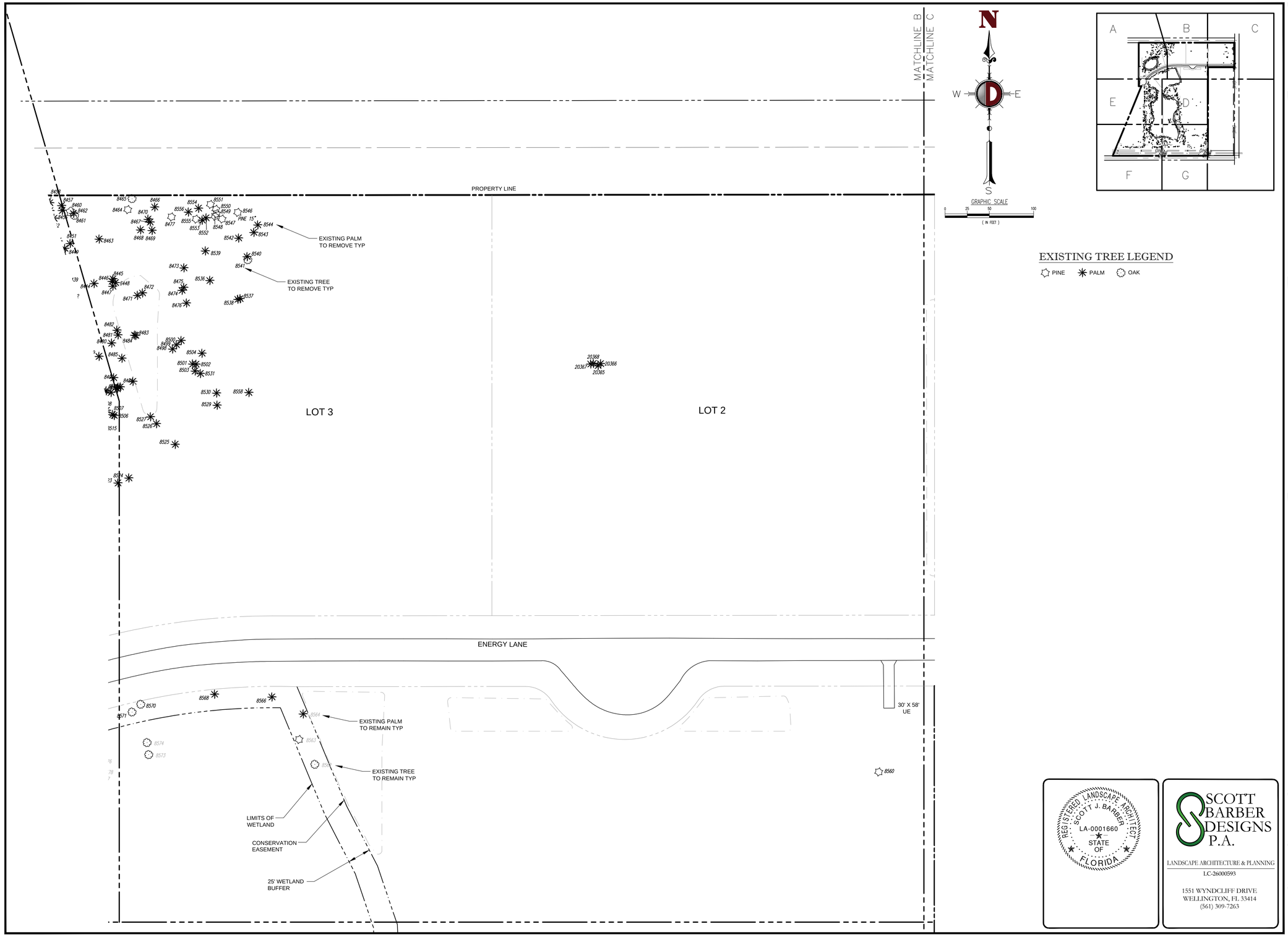
SCALE: (H) AS (V) NOTED

DATE: 11/12/2021

PROJECT No: 3342–99–005

SHEET No: T1.01

Rev. #: 0



EXISTING TREE LEGEND

PINE PALM OAK

REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

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DRAWN BY: XXX PARK
DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: —

PROJECT: **TREASURE COAST BUSINESS PARK**
HOPE COMMERCIAL HOLDINGS, LLC
SELVITZ ROAD & ENERGY LANE
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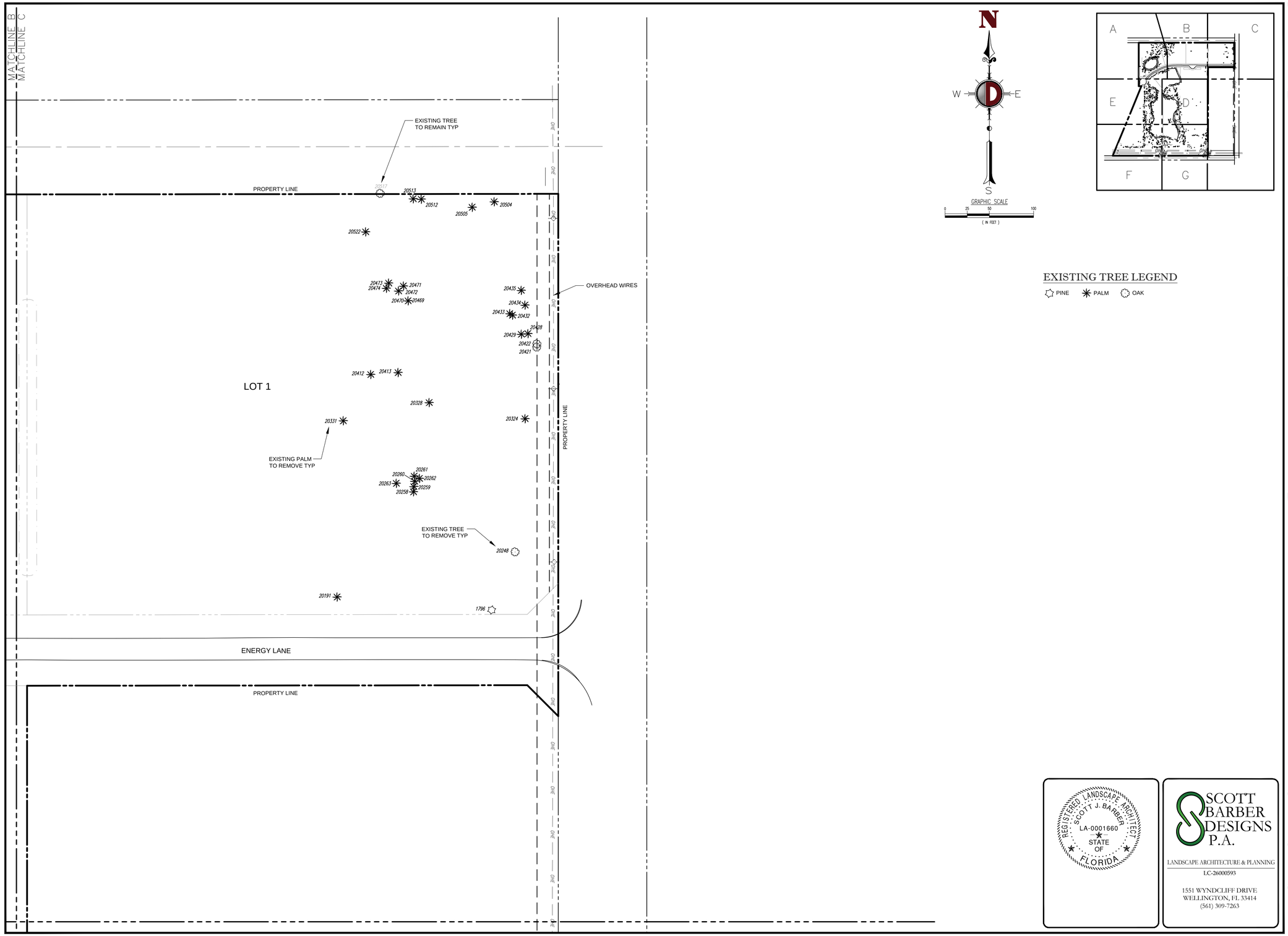
TITLE: **TREE DISPOSITION PLAN SHEET 'B'**

SCALE: (H) AS (V) NOTED
DATE: 11/12/2021
PROJECT No: 3342-99-005

SHEET No: T1.02
Rev. #: 0

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EXISTING TREE LEGEND

PINE PALM OAK

REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

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CHECKED BY: MDM
CHECKED BY: –

PROJECT: **TREASURE COAST BUSINESS PARK**
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TITLE: **TREE DISPOSITION PLAN SHEET 'C'**

SCALE: (H) AS (V) NOTED
DATE: 11/12/2021
PROJECT No: 3342-99-005

SHEET No: T1.03
Rev. #: 0

MATCHLINE A | MATCHLINE B
MATCHLINE D

MATCHLINE E
MATCHLINE D

EXISTING TREE TO REMAIN TYP

EXISTING TREE TO REMOVE TYP

LIMITS OF WETLAND

CONSERVATION EASEMENT

EXISTING PALM TO REMOVE TYP

25' WETLAND BUFFER

EXISTING PALM TO REMAIN TYP

EXISTING TREE TO REMAIN TYP

LOT 5

PROPERTY LINE

MATCHLINE D
MATCHLINE G

N
W
E
S

GRAPHIC SCALE
0 25 50 100
(IN FEET)

A B C
E D
F G

EXISTING TREE LEGEND

PINE PALM OAK

REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

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CHECKED BY: —

PROJECT: **TREASURE COAST BUSINESS PARK**
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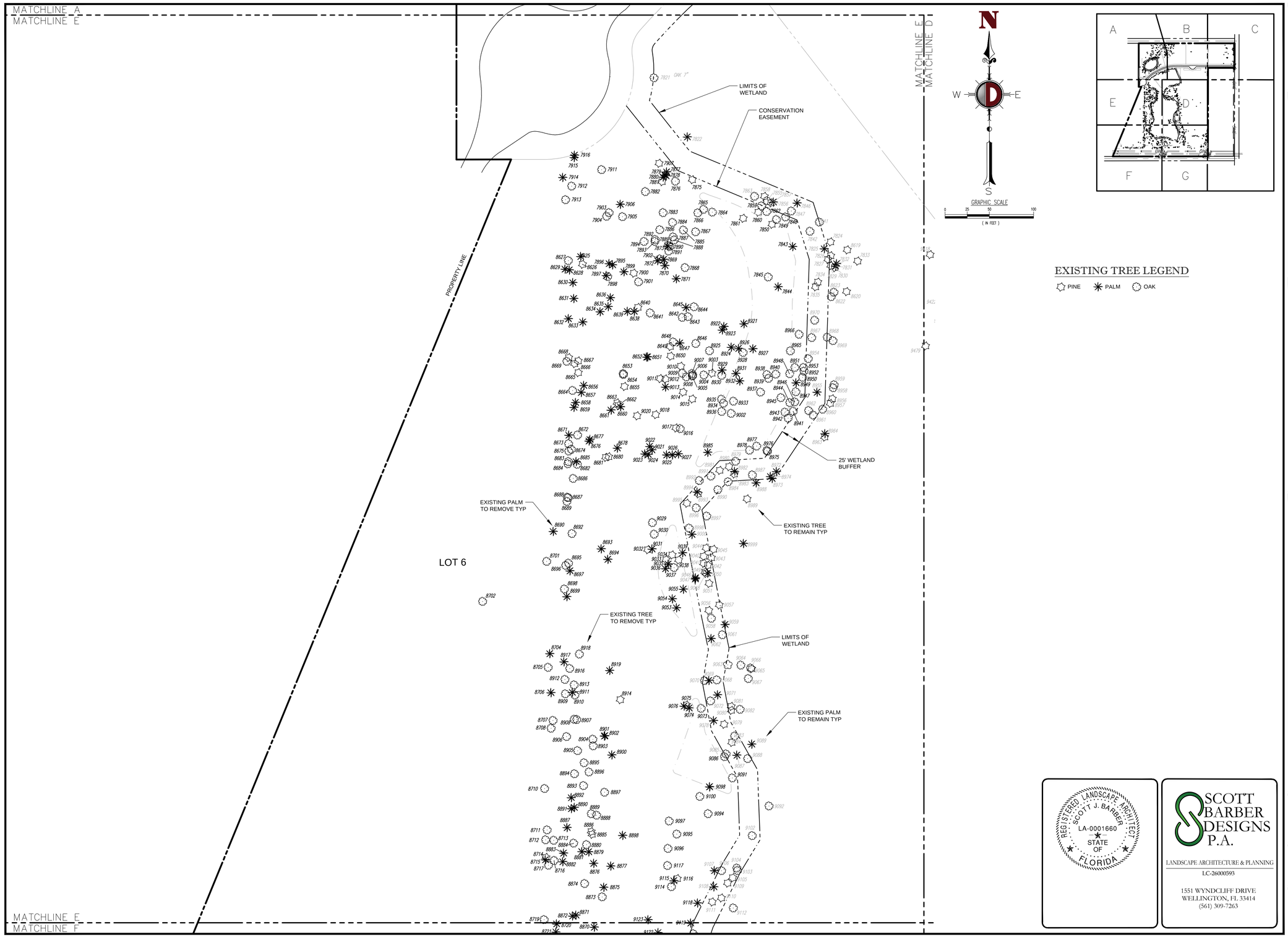
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TITLE: **TREE DISPOSITION PLAN SHEET 'D'**

SCALE: (H) AS (V) NOTED
DATE: 11/12/2021
PROJECT No: 3342-99-005

SHEET No: T1.04
Rev. #: 0



N
W
E
S

GRAPHIC SCALE
0 25 50 100
(IN FEET)

EXISTING TREE LEGEND

PINE PALM OAK

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REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

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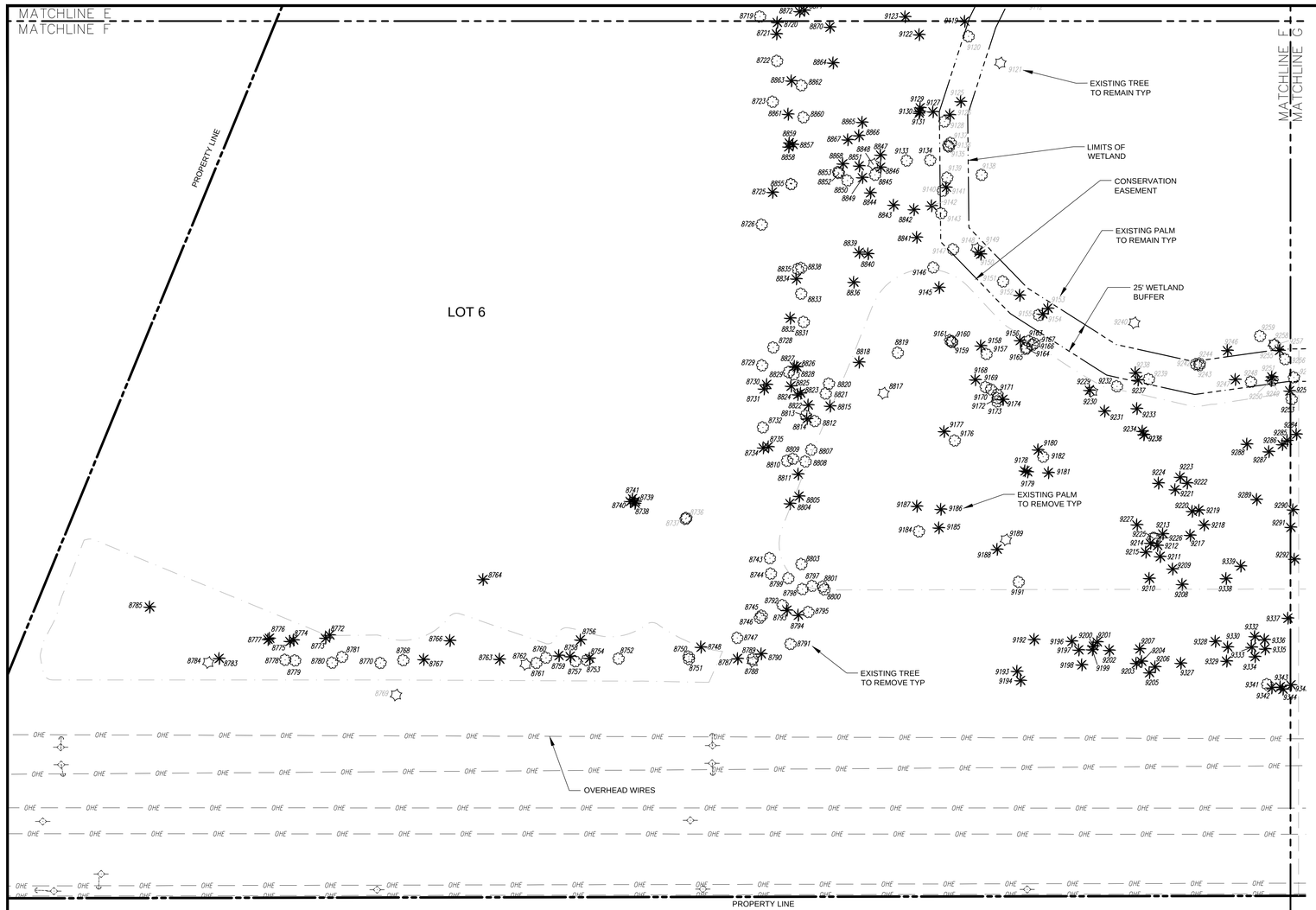
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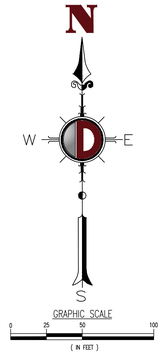
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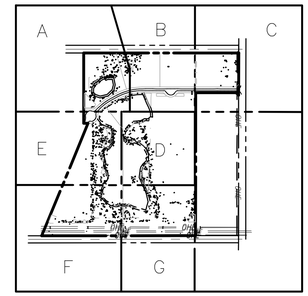
TITLE: **TREE DISPOSITION PLAN SHEET 'E'**

SCALE: (H) AS (V) NOTED
DATE: 11/12/2021
PROJECT No: 3342-99-005

SHEET No: T1.05
Rev. #: 0







EXISTING TREE LEGEND

PINE PALM OAK

REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

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TITLE: **TREE DISPOSITION PLAN SHEET 'F'**

SCALE: (H) AS (V) NOTED
DATE: 11/12/2021
PROJECT No: 3342-99-005

SHEET No: T1.06
Rev. #: 0

MATCHLINE D
MATCHLINE G
MATCHLINE E
MATCHLINE F

EXISTING PALM TO REMAIN TYP

EXISTING TREE TO REMAIN TYP

CONSERVATION EASEMENT

LIMITS OF WETLAND

25' WETLAND BUFFER

LOT 5

EXISTING PALM TO REMOVE TYP

EXISTING TREE TO REMOVE TYP

OVERHEAD WIRES

PROPERTY LINE

CANAL 102

PROPERTY LINE

N
W
E
S

GRAPHIC SCALE
0 25 50 100
(IN FEET)

A B C
E D
F G

EXISTING TREE LEGEND

PINE PALM OAK

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SURVEY • PLANNING

REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

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DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: —

PROJECT: **TREASURE COAST BUSINESS PARK**
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TITLE: **TREE DISPOSITION PLAN SHEET 'G'**

SCALE: (H) AS (V) NOTED
DATE: 10/22/2021
PROJECT No: 3342-99-005

SHEET No: T1.07
Rev. #: 0

MITIGATION TABLE: EXISTING NATIVE TREES AND PALMS TO BE REMOVED

ID #	SPECIES	DBH IN.
1796	PINE	13
7000	OAK	13
7001	OAK	8
7002	OAK	5
7003	OAK	5
7004	OAK	9
7005	OAK	19
7006	OAK	12
7007	OAK	19
7008	OAK	10
7009	OAK	5
7010	OAK	5
7011	OAK	5
7012	PALM	31
7013	OAK	9
7014	OAK	8
7015	PALM	16
7016	PALM	18
7017	PALM	18
7018	OAK	14
7019	PALM	18
7020	OAK	20
7021	OAK	13
7022	OAK	9
7023	OAK	10
7024	OAK	17
7025	OAK	7
7026	OAK	5
7027	OAK	5
7028	PALM	20
7029	PALM	15
7030	OAK	14
7031	OAK	14
7032	OAK	9
7033	OAK	10
7034	OAK	13
7035	PALM	19
7036	PALM	16
7037	OAK	19
7038	OAK	8
7039	OAK	7
7040	OAK	13
7041	OAK	6
7042	OAK	11
7043	OAK	7
7044	PALM	22
7045	OAK	13
7046	OAK	18
7047	OAK	15
7048	OAK	12
7049	OAK	10
7050	PALM	17
7051	OAK	16
7052	OAK	12
7053	OAK	16
7054	OAK	12
7055	OAK	23
7056	OAK	23
7057	PALM	15
7064	OAK	15
7065	OAK	18
7066	OAK	5
7067	OAK	5
7068	OAK	15
7069	PALM	15
7070	OAK	15
7071	OAK	10
7072	OAK	9
7073	OAK	17
7074	OAK	6
7075	OAK	15
7076	OAK	9
7126	OAK	11
7127	OAK	8
7130	OAK	16
7131	OAK	5
7132	OAK	5
7133	OAK	6
7134	OAK	5
7135	PALM	12
7136	PALM	6
7137	PALM	18
7138	PALM	21
7139	OAK	15
7140	OAK	10
7141	OAK	8
7142	PALM	13
7143	PALM	19
7144	OAK	18
7145	PALM	19
7146	PALM	19
7147	PALM	21
7148	PALM	16
7149	PALM	19
7150	OAK	23
7187	OAK	6
7188	OAK	7
7189	OAK	6
7190	OAK	6
7191	OAK	11
7192	OAK	5
7193	OAK	18
7194	OAK	13
7194	OAK	13
7195	OAK	19
7196	OAK	4
7197	OAK	4
7198	OAK	5
7199	OAK	18
7200	PALM	10
7201	PALM	10
7202	OAK	6
7203	OAK	17
7204	OAK	8
7205	PALM	11
7206	PALM	19
7207	PALM	19
7208	OAK	5
7209	OAK	8
7210	OAK	8
7211	OAK	9
7212	OAK	8
7213	OAK	26
7214	PALM	18
7220	PALM	13
7221	PALM	13
7222	OAK	10
7223	OAK	10
7224	OAK	17
7225	PALM	17
7226	OAK	8
7227	PALM	13
7228	OAK	12
7229	OAK	12
7230	OAK	12
7231	OAK	13
7232	OAK	19
7233	OAK	8
7234	OAK	11
7235	OAK	18
7236	OAK	16
7238	OAK	19
7254	OAK	17
7255	OAK	10
7256	OAK	10
7257	OAK	7
7258	OAK	11
7259	OAK	11
7260	OAK	22
7261	OAK	10
7262	PALM	18
7263	PALM	14
7264	PALM	18
7265	OAK	13
7266	PALM	17
7267	OAK	14
7268	PALM	13
7269	OAK	18
7270	OAK	14
7271	OAK	8
7272	OAK	18
7273	OAK	10
7274	OAK	18
7275	OAK	6
7276	OAK	10
7343	OAK	10
7344	PALM	15
7345	PALM	15
7346	OAK	8
7347	OAK	5
7348	OAK	8
7349	OAK	6
7350	OAK	6
7351	PALM	10
7352	OAK	7
7353	OAK	5
7354	OAK	10
7355	OAK	11
7356	OAK	6
7357	PALM	10
7358	PALM	10
7359	OAK	8
7360	PALM	11
7361	PALM	11
7362	OAK	5
7363	OAK	11
7364	OAK	5
7459	PALM	15
7460	PALM	11
7461	PALM	11
7462	OAK	19
7463	PALM	15
7464	OAK	15
7465	PALM	15
7466	PALM	11
7467	OAK	34
7469	PALM	8
7470	OAK	9
7471	OAK	8
7472	PALM	10
7473	OAK	9
7474	OAK	6
7475	PALM	14
7476	OAK	5
7477	OAK	8
7478	PALM	15
7479	PALM	11
7480	OAK	6
7481	OAK	12
7482	OAK	12
7483	OAK	6
7484	OAK	10
7485	PALM	14
7795	PALM	14
7796	PALM	13
7797	PALM	13
7798	PALM	13
7799	PALM	13
7800	PALM	13
7801	PALM	13
7802	PALM	13
7803	PALM	13
7804	PINE	14
7811	OAK	13
7812	OAK	9
7813	PALM	13
7815	OAK	10
7816	OAK	14
7817	PALM	14
7843	PALM	13
7844	PALM	13
7845	OAK	8
7848	OAK	6
7849	OAK	12
7850	PINE	7
7859	OAK	5
7860	PINE	8
7861	PINE	12
7862	OAK	8
7864	OAK	5
7865	OAK	6
7866	OAK	6
7867	OAK	15
7868	OAK	15
7869	PALM	13
7870	PALM	13
7871	PALM	13
7872	PALM	13
7873	PALM	13
7875	PINE	12
7876	OAK	8
7877	PALM	13
7878	PALM	13
7879	PALM	13
7880	PALM	13
7881	PINE	9
7882	OAK	16
7883	OAK	16
7884	OAK	12
7885	OAK	16
7886	OAK	13
7887	OAK	5
7888	OAK	10
7889	OAK	11
7890	OAK	10
7891	OAK	13
7892	OAK	11
7893	OAK	8
7894	OAK	8
7895	PALM	13
7896	PALM	13
7897	PALM	13
7898	OAK	5
7899	PALM	13
7900	PINE	10
7901	OAK	8
7902	OAK	6
7903	OAK	8
7904	OAK	17
7905	OAK	15
7906	PALM	13
7907	PINE	13
7911	OAK	9
7912	OAK	11
7913	OAK	13
7914	PALM	13
7915	PALM	13
7916	PALM	13
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7957	PALM	13
7958	PALM	13
7959	PINE	13
7960	PALM	13
7961	OAK	7
7962	PALM	13
7963	PALM	13
7964	PALM	13
7965	PALM	13
7966	PALM	13
7967	PALM	13
7968	OAK	8
7969	OAK	10
7970	OAK	11
7971	OAK	5
7974	PALM	13
7975	PALM	13
7976	PALM	13
7977	PALM	13
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8213	PALM	13
8214	PALM	13
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8222	PALM	10
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8225	PALM	13
8230	PALM	10
8231	PALM	10
8232	PALM	10
8233	PALM	13
8234	PALM	13
8236	OAK	9
8237	PALM	13
8238	PALM	13
8240	PALM	13
8241	PALM	13
8242	PALM	13
8244	PALM	13
8245	PALM	13
8246	PALM	13
8247	PINE	11
8248	OAK	5
8249	OAK	8
8250	PALM	13
8251	PALM	13
8266	OAK	14
8267	OAK	5
8268	PALM	13
8273	PINE	15
8274	OAK	16
8278	PALM	13
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8285	PALM	13
8286	PALM	13
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8288	PALM	13
8289	PALM	13
8292	OAK	8
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8294	PALM	13
8295	PALM	13
8296	PALM	13
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8298	PALM	13
8300	PALM	13
8301	PALM	13
8302	PALM	13
8303	PALM	13
8304	PALM	7
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8354	PINE	15
8355	PINE	16
8356	PALM	13
8357	PALM	13
8358	OAK	29
8359	PALM	13
8361	PALM	13
8362	PINE	22
8363	PALM	13
8364	PALM	13
8365	PALM	13
8366	PALM	13
8367	PALM	13
8368	PINE	17
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8457	PALM	13
8458	PALM	13
8459	PALM	13
8460	TREE	42
8461	OAK	7
8462	PALM	13
8463	PALM	13
8464	PINE	18
8465	OAK	29
8466	PALM	13
8467	PALM	13
8468	PALM	13
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8543	PALM	13
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8546	PINE	15
8547	PINE	8
8548	PINE	7
8549	PINE	5
8550	PINE	14
8551	PINE	10
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8555	PINE	18
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8560	PINE	11
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8568	PALM	13
8570	OAK	14
8571	OAK	15
8603	PALM	13
8614	PINE	9
8616	OAK	15
8617	PALM	13
8619	PINE	6
8625	PALM	13
8626	PINE	13
8627	OAK	11
8628	PALM	13
8629	PALM	13
8630	PALM	13
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8632	PALM	13
8633	PALM	13
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8635	PALM	13
8636	PALM	13
8638	PALM	13
8639	PALM	13
8640	PINE	9
8641	OAK	10
8642	OAK	8
8643	OAK	8
8644	OAK	9
8645	PALM	13
8646	OAK	6
8647	PALM	13
8648	OAK	11
8649	PINE	8
8650	PINE	10
8651	PALM	13
8652	PALM	13
8653	OAK	6
8654	OAK	7
8655	PINE	8
8656	PALM	13
8657	PALM	13
8658	PALM	13
8659	PALM	13
8660	PALM	13
8661	PALM	13
8662	PINE	8
8663	PINE	6
8664	OAK	10
8665	PINE	11
8666	PINE	10
8667	PINE	7
8668	PINE	6
8669	OAK	7
8671	PALM	13
8672	OAK	18
8673	OAK	7
8674	OAK	8
8675	OAK	5
8676	PALM	13
8677	PALM	13
8678	PALM	13
8680	PINE	8
8681	PINE	6
8682	OAK	20
8683	OAK	15
8684	OAK	10
8685	PALM	13
8686	OAK	9
8687	OAK	9
8688	OAK	9
8689	OAK	5
8690	PALM	13
8692	OAK	12
8693	PALM	13
8694	PALM	13
8695	OAK	12
8696	OAK	12
8697	PALM	13
8698	OAK	7
8699	PALM	13
8701	OAK	15
8702	OAK	18
8704	PALM	13
8705	OAK	7
8706	PALM	13
8707	OAK	18
8708	OAK	18
8710	OAK	20
8711	OAK	16
8712	OAK	19
8713	OAK	11
8714	PINE	6
8715	PALM	13
8716	OAK	11
8717	OAK	9
8719	OAK	12
8720	PALM	13
8721	PALM	13
8722	OAK	16
8723	OAK	7
8725	PALM	13
8726	OAK	21
8728	OAK	12
8729	OAK	18
8730	PALM	13
8731	PALM	13
8732	OAK	6
8734	PALM	13
8735	PALM	13
8738	PALM	13
8739	PALM	13
8740	PALM	13
8741	PALM	13
8743	OAK	15
8744	OAK	15
8745	OAK	7
8746	OAK	7
8747	OAK	10
8748	PALM	13
8750	OAK	7
8751	OAK	9
8752	OAK	9
8753	OAK	18
8754	PALM	13
8756	PALM	13
8757	OAK	11
8758	PALM	13
8759	PALM	3
8760	OAK	22
8761	OAK	17
8762	PINE	14
8763	PALM	13
8764	PALM	13
8766	PALM	13
8767	PALM	13
8768	OAK	19
8770	OAK	17
8772	PALM	13
8773	PALM	13
8774	PALM	13
8775	PALM	13
8776	PALM	13
8777	PALM	13
8778	OAK	15
8779	OAK	19
8780	OAK	16
8781	OAK	19
8783	PALM	13
8784	PINE	18
8785	PALM	13
8787	PALM	13
8788	PINE	14
8789	OAK	13
8790	PALM	13
8791	OAK	5
8792	OAK	16
8793	PALM	13
8794	PALM	13
8795	OAK	17
8797	OAK	10
8798	OAK	5
8799	OAK	5
8800	OAK	11
8801	OAK	11
8803	OAK	7
8804	PALM	13
8805	PALM	13
8807	OAK	21
8808	OAK	21
8809	OAK	10
8810	OAK	13
8811	PALM	13
8812	OAK	5
8813	OAK	5
8814	PALM	13
8815	PALM	13
8817	PINE	15
8818	PALM	13
8819	OAK	13
8820	OAK	11
8821	OAK	6
8822	PALM	13
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8824	PALM	13
8825	PALM	13
8826	PALM	13
8827	PALM	13
8828	OAK	6
8829	OAK	9
8831	OAK	23
8832	PALM	13
8833	OAK	12
8834	PALM	13
8835	OAK	11
8836	PALM	13
8838	OAK	10
8839	PALM	13
8840	PALM	13
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8845	OAK	10
8846	PALM	13
8847	PALM	13
8848	PINE	8
8849	PALM	13
8850	OAK	10
8851	PALM	13
8852	OAK	10
8853	OAK	10
8854	OAK	7
8855	OAK	7
8857	PALM	13
8858	PALM	13
8859	PALM	13
8860	OAK	10
8861	PALM	13
8862	OAK	18
8863	PALM	13
8864	PALM	13
8865	PALM	13
8866	PALM	13
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8875	PALM	13
8876	PALM	13
8877	PALM	13
8879	PALM	13
8880	OAK	16
8881	PALM	13
8882	PALM	13
8883	PALM	13
8884	OAK	6
8885	PINE	6
8886	PINE	6
8887	PALM	13
8888	OAK	10
8889	OAK	11
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8895	OAK	12
8896	OAK	11
8897	OAK	11
8898	PALM	13
8900	PALM	13
8901	PALM	13
8902	PALM	13
8903	OAK	5
8904	OAK	13
8905	OAK	6
8906	OAK	7
8907	OAK	9
8908	OAK	14
8909	OAK	5
8910	OAK	10
8911	PALM	13
8912	OAK	13
8913	OAK	11
8914	PINE	8
8916	OAK	14
8917	PALM	13
8918	OAK	10
8919	PALM	13
8921	PALM	13
8922	PALM	13
8923	PALM	13
8924	PALM	13
8925	OAK	9
8926	PALM	13
8927	PALM	13
8928	OAK	17
8929	PALM	13
8930	OAK	14
8931	PALM	13
8932	PALM	13
8933	OAK	16
8934	OAK	10
8935	OAK	15
8936	OAK	20
8937	OAK	11
8938	OAK	10
8939	OAK	10
8940	OAK	13
8941	OAK	7
8942	OAK	6
8943	OAK	6
8944	OAK	9
8945	OAK	10
8946	OAK	11
8947	OAK	6
8948	OAK	8
8949	PALM	13
8950	OAK	7
8951	OAK	11
8952	OAK	8
8953	OAK	6
8965	OAK	10
8966	OAK	14
8975	OAK	6
8976	OAK	6
8977	OAK	7
8978	OAK	5
8985	PALM	13
9002	OAK	19
9003	PINE	7
9004	OAK	13
9005	OAK	6
9006	OAK	6
9007	OAK	6
9008	OAK	6
9009	OAK	9
9010	PINE	8
9011	PINE	5
9012	PINE	10
9013	PALM	13
9014	PINE	10
9015	PINE	8
9016	OAK	7
9017	PINE	8
9018	PINE	8
9020	PINE	8
9021	PALM	13
9022	PALM	13
9023	PALM	13
9024	PALM	13
9025	PALM	13
9026	PALM	13
9027	PALM	13
9029	OAK	8
9030	OAK	6
9031	PALM	13
9032	PINE	6
9033	PINE	8
9034	PINE	8
9035	PALM	13
9036	PALM	13
9037	OAK	9
9038	PINE	6
9039	PALM	13
9053	PALM	13
9054	PALM	13
9055	PALM	13
9073	OAK	11
9074	PALM	13
9075	PINE	8
9076	PALM	13
9086	OAK	31
9095	OAK	20
9096	OAK	20
9097	OAK	17
9098	PALM	13
9099	PALM	13
9100	OAK	10
9114	OAK	14
9115	PALM	13
9116	PINE	7
9117	OAK	18
9118	PALM	13
9119	PALM	13
9122	PALM	13
9123	PALM	13
9127	PALM	13
9129	PALM	13
9130	PALM	13
9131	PALM	13
9133	OAK	8
9134	OAK	9
9145	PALM	13
9146	OAK	23
9156	PALM	13
9157	OAK	15
9158	PALM	13
9159	OAK	6
9160	OAK	9
9161	OAK	7
9163	OAK	9
9164	OAK	6
9165	OAK	6
9166	OAK	6
9167	OAK	8
9168	PALM	13
9169	OAK	6
9170	OAK	8
9171	OAK	8
9172	OAK	5
9173	OAK	8
9174	PALM	13
9176	OAK	19
9177	PALM	13
9178	PALM	13
9179	PALM	13
9180	PALM	13
9181	PALM	13
9182	OAK	11
9184	OAK	23
9185	PALM	13
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9187	PALM	13
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9189	PINE	8
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9225	OAK	7
9226	OAK	7
9227	PALM	13
9229	PALM	13
9230	PINE	11
9231	PALM	13
9232	OAK	17
9233	PALM	13
9234	PALM	13
9235	PALM	13
9236	PALM	13
9237	PALM	13
9252	PALM	13
9253	OAK	8
9277	PINE	15
9278	OAK	13
9279	PALM	13
9280	PALM	13
9282	OAK	18
9284	PALM	13
9285	PALM	13
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9293	PALM	13
9294	PALM	13
9295	PALM	13
9296	PALM	13
9297	PALM	13
9298	PALM	13

MITIGATION TABLE: EXISTING TREES AND PALMS TO BE REMOVED

ID #	SPECIES	DBH IN.
9401	OAK	13
9402	OAK	10
9403	PALM	13
9404	PALM	13
9405	PALM	13
9406	OAK	13
9407	OAK	8
9427	OAK	13
9428	OAK	11
9429	PALM	13
9430	PALM	13
9432	PALM	13
9433	OAK	10
9434	OAK	9
9435	OAK	19
9436	OAK	16
9438	OAK	12
9439	OAK	11
9440	OAK	8
9441	OAK	9
9442	PALM	13
9443	OAK	7
9444	PALM	13
9445	OAK	8
9446	PALM	13
9447	OAK	30
9448	OAK	9
9450	OAK	13
9451	OAK	7
9452	PALM	13
9453	PALM	13
9454	PALM	13
9455	PALM	13
9456	PALM	13
9457	PALM	13
9458	PALM	13
9462	OAK	7
9463	OAK	10
9464	OAK	10
9465	OAK	7
9466	PINE	9
9468	PINE	8
9469	OAK	16
9470	OAK	16
9471	PINE	10
9472	OAK	9
9473	OAK	9
9474	OAK	8
9475	OAK	10
9476	OAK	7
9477	OAK	7
9493	PALM	13
9494	PALM	13
9501	PALM	13
9512	PALM	13
9513	PALM	13
9514	OAK	7
9515	PALM	13
9516	OAK	14
9517	PINE	18
9518	OAK	8
9525	OAK	11
9526	OAK	8
9527	PALM	13
9528	OAK	12
9529	OAK	18
9530	PALM	13
9539	OAK	29
9542	OAK	18
9543	OAK	11
9544	OAK	14
9545	OAK	9
9546	PINE	12
9558	OAK	8
9559	OAK	9
9560	PALM	
9561	OAK	9
9562	PINE	9
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9565	OAK	8
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9583	OAK	15
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9585	PALM	13
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9587	PINE	6
9588	PINE	13
9596	OAK	11
9597	PINE	13
9622	PINE	13
9623	PALM	13
9624	PALM	13
9625	OAK	7
9626	OAK	7
9627	OAK	7
9628	OAK	13
9629	PINE	13
9649	OAK	8
9650	OAK	20
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9652	OAK	15
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9682	OAK	14
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20259	PALM	12
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20262	PALM	11
20263	PALM	12
20324	PALM	10
20328	PALM	25
20331	PALM	12
20365	PALM	13
20366	PALM	11
20367	PALM	16
20368	PALM	18
20412	PALM	14
20413	PALM	14
20421	OAK	5
20422	OAK	3
20428	PALM	6
20429	PALM	8
20432	PALM	13
20433	PALM	13
20434	PALM	4
20435	PALM	12
20469	PALM	0
20470	PALM	0
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20472	PALM	10
20473	PALM	12
20474	PALM	12
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20505	PALM	12
20512	PALM	7
20513	PALM	12
20522	PALM	12
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20584	PALM	12
20585	PALM	15
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20592	PALM	11
20598	PALM	11
20599	PALM	7
20600	PINE	13
20601	PALM	12
20607	PINE	9
20608	OAK	2
20609	OAK	2
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20658	PALM	12
20662	OAK	2
20663	PALM	12
20664	PALM	12
20671	PINE	8
20672	PALM	11
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20674	PALM	4
20675	PALM	14
20676	PALM	10
20677	PALM	12
20681	PALM	13
20682	PALM	12
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20687	OAK	3
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20695	PINE	17
20696	PINE	8
20706	PALM	12
20707	OAK	16
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20709	PALM	14
20710	PINE	13
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20731	PALM	12
20732	PALM	10
20733	OAK	8
20734	PALM	12
20741	PALM	14
20742	PALM	12
20743	PALM	12

REGISTERED LANDSCAPE ARCHITECT
SCOTT J. BARBER
LA-0001660
STATE OF FLORIDA

SCOTT BARBER DESIGNS P.A.
LANDSCAPE ARCHITECTURE & PLANNING
LC-26000593
1551 WYNDCLIFF DRIVE
WELLINGTON, FL 33414
(561) 309-7263

DYNAMIC
• ENGINEERING • EARTH • SURVEY • TRAFFIC •

REV.	DATE	COMMENTS	BY
1	2/10/22	CITY COMMENTS	SB

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DRAWN BY: XXX
DESIGNED BY: ACM
CHECKED BY: MDM
CHECKED BY: _

PROJECT: **TREASURE COAST BUSINESS PARK**
HOPE COMMERCIAL HOLDINGS, LLC
SELVITZ ROAD & ENERGY LANE
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

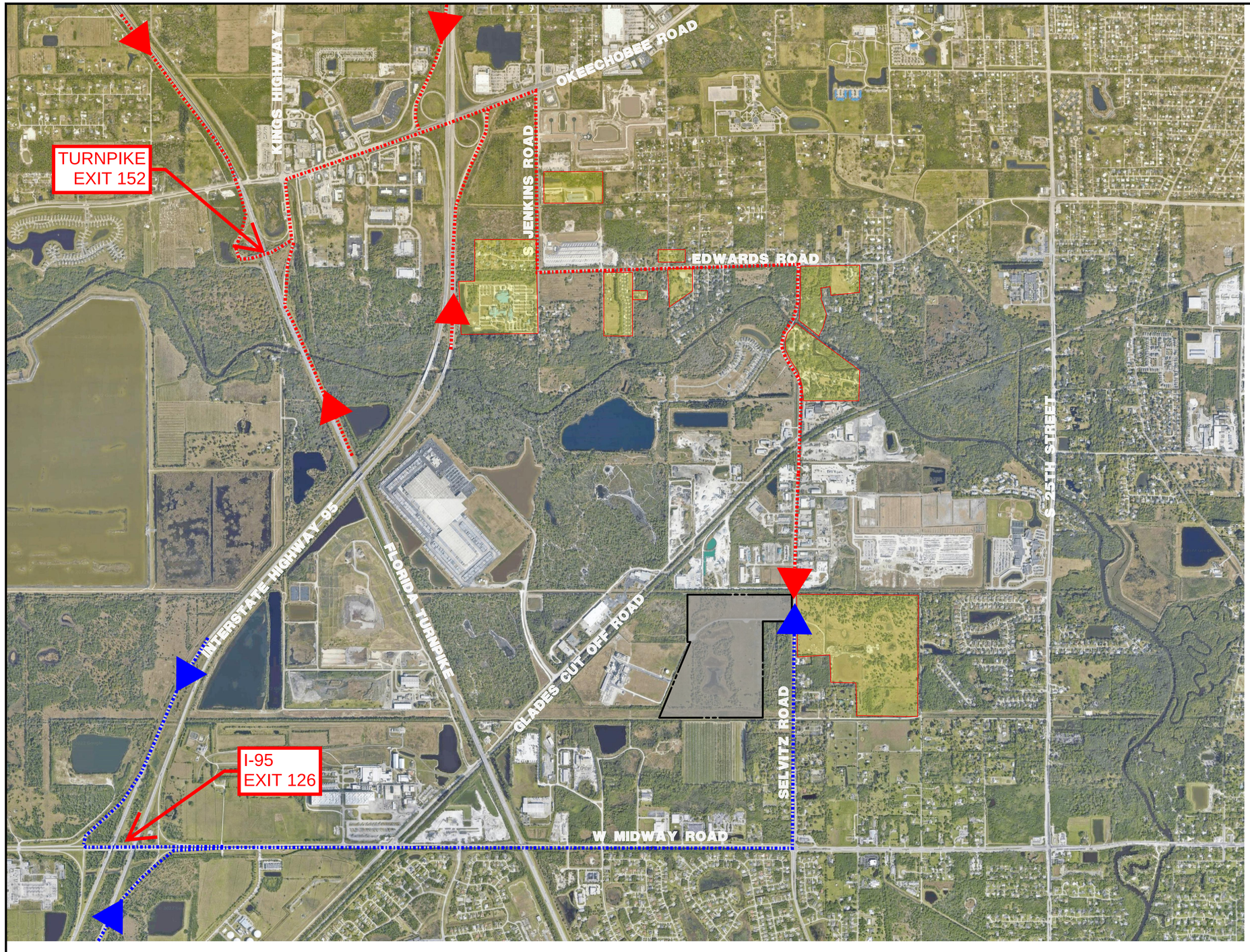
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TITLE: **TREE IDENTIFICATION TABLES**

SCALE: (H) AS (V) NOTED
DATE: 10/22/2021
PROJECT No: 3342-99-005

SHEET No: T1.09
Rev. #: 0



N

W E

S

GRAPHIC SCALE

0 500 1000 2000

(IN FEET)

LEGEND

OKEECHOBEE PATH

MIDWAY PATH

CITY OF FORT PIERCE RESIDENTIAL ZONED AREAS

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REV.	DATE	COMMENTS	BY

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DRAWN BY: SRM | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: –

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE COUNTY, FL 34981
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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T: 561.921.8570
Offices conveniently located at:
Florida Certificate of Authorization No. 32535
www.dynamicec.com

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047

MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313

TITLE:
TRUCK AERIAL EXHIBIT

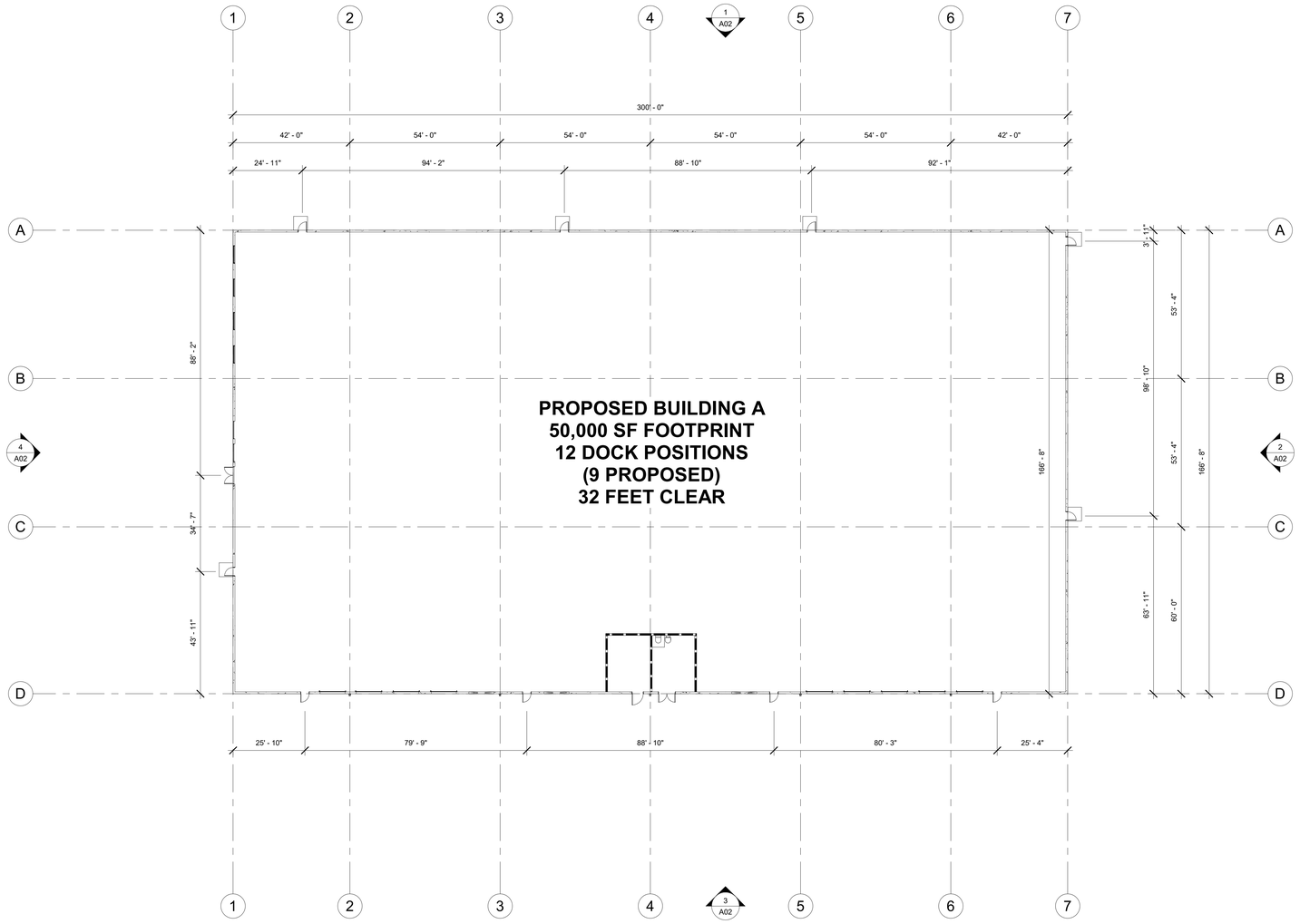
SCALE: (H) AS (V) NOTED | DATE: 02/16/2022
PROJECT No: 3342-99-005

SHEET No: **C1.00** | Rev. #: 0

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

Plotted: 02/17/22 – 11:46 AM By: achu
File: P:\02CPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Exhibits\2022.02.16 – Aerial Exhibit.dwg, ----> AERIAL EXHIBIT

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SEAL

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SCALE 1" = 20'

0 10 20 40 100

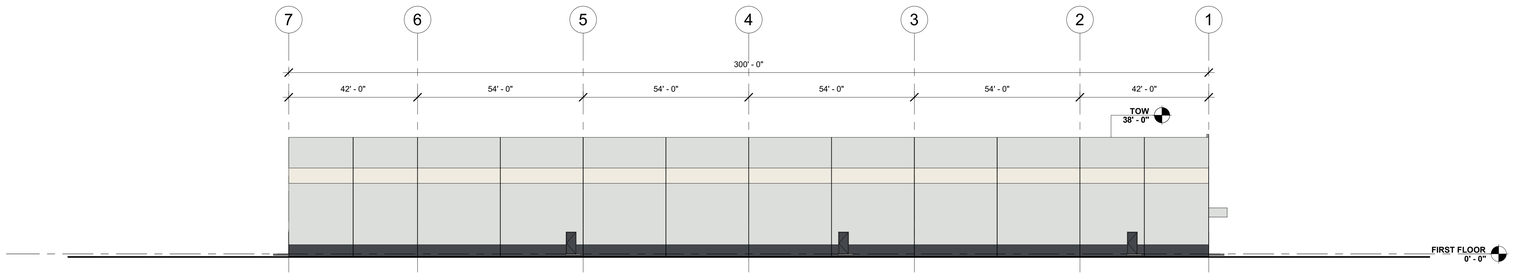
ADBI / DESIGN SERVICES

CONCEPTUAL FLOOR PLAN - BUILDING A

FORT PIERCE COMMERCE CENTER | BUILDING A
SELVITS RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

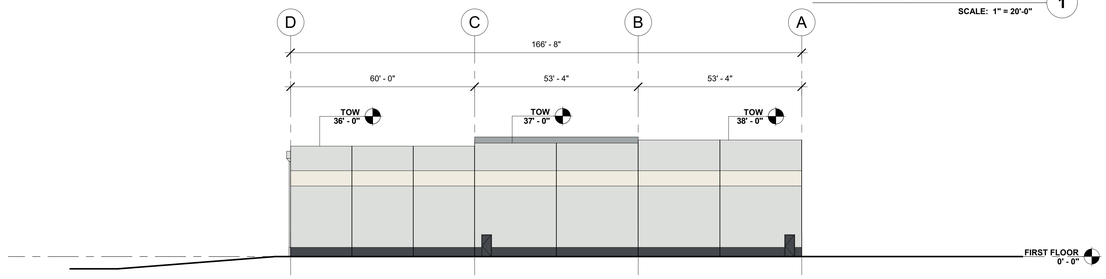
ARCO DESIGN/BUILD INDUSTRIAL

A01



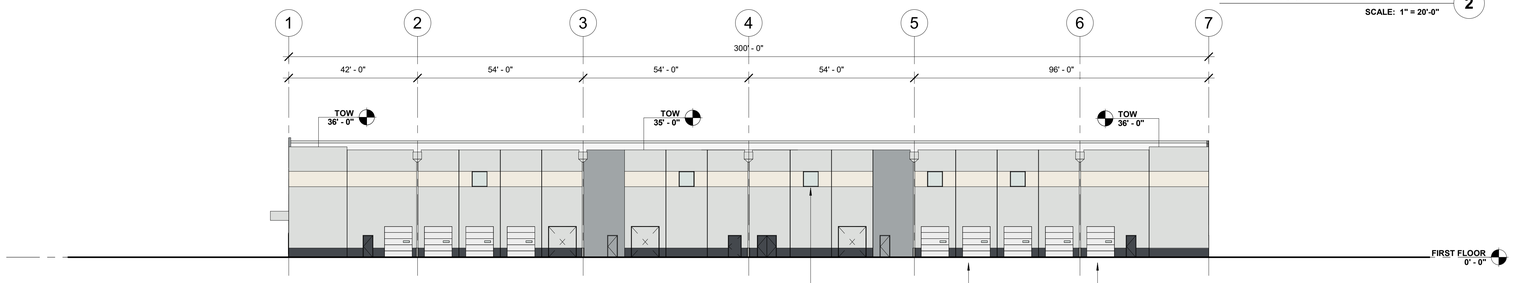
NORTH ELEVATION 1

SCALE: 1" = 20'-0"



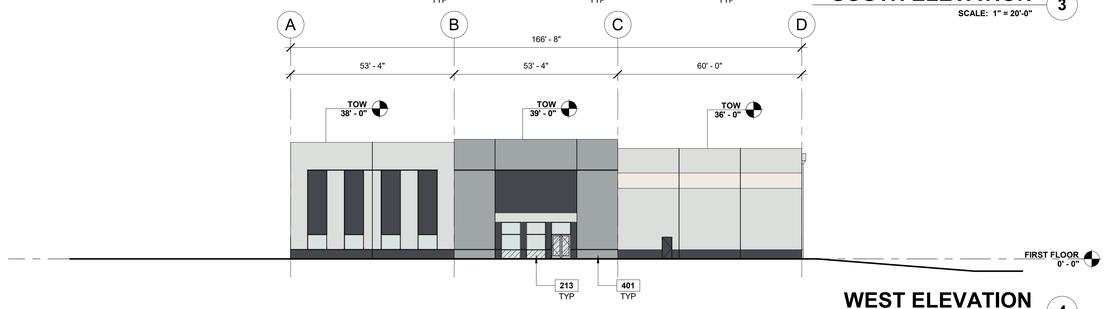
EAST ELEVATION 2

SCALE: 1" = 20'-0"



SOUTH ELEVATION 3

SCALE: 1" = 20'-0"



WEST ELEVATION 4

SCALE: 1" = 20'-0"

NOTES

TOW = TOP OF CONCRETE + 1-1/2" BLOCKING

213	ALUMINIUM STOREFRONT SYSTEM.
401	CONCRETE PANEL, PAINTED MEDIUM TEXTURE.
408	9'-0" WIDE x 10'-0" HIGH SECTIONAL OVERHEAD DOOR.
410	12'-0" WIDE x 14'-0" HIGH DRIVE-IN DOOR.
419	5'-0" WIDE x 5'-0" HIGH CLERESTORY WINDOW.

MATERIALS:

DOWNSPOUT GUARDS - TO MATCH ADJACENT WALL COLOR

DOWNSPOUT & SCUPPER BOXES - TO MATCH ADJACENT WALL COLOR

METAL COPING - TO MATCH ADJACENT WALL COLOR

GLASS:

GL-01
INSULATED GLAZING UNIT

GL-02
TEMPERED SAFETY GLASS

GL-03
SPANDREL GLASS

PAINT SCHEME COLORS:

P1 - BASE COLOR: SW 7070 SITE WHITE

P2 - ACCENT COLOR: SW 8917 SHELL WHITEE

P3 - ACCENT COLOR: SW 7073 NETWORK GRAY

P4 - ACCENT COLOR: SW 7076 CYBERSPACE

SEAL

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SCALE 1" = 20'

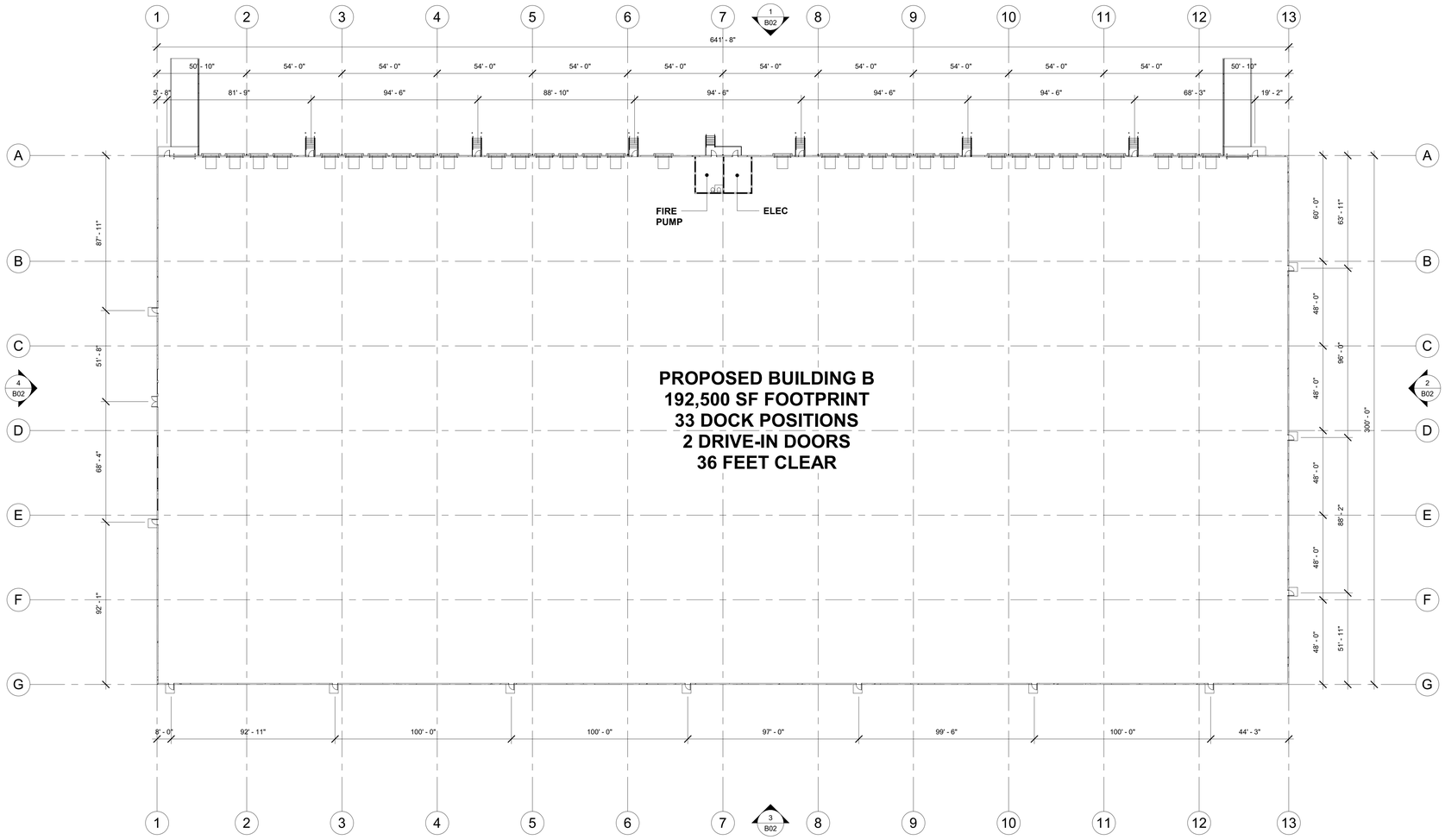
0 10 20 40 100

ADBI / DESIGN SERVICES

CONCEPTUAL ELEVATIONS - BUILDING A

FORT PIERCE COMMERCE CENTER | BUILDING A
SELVITS RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL



PROPOSED BUILDING B
192,500 SF FOOTPRINT
33 DOCK POSITIONS
2 DRIVE-IN DOORS
36 FEET CLEAR

SEAL

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SCALE 1" = 30'

0 15 30 60 150

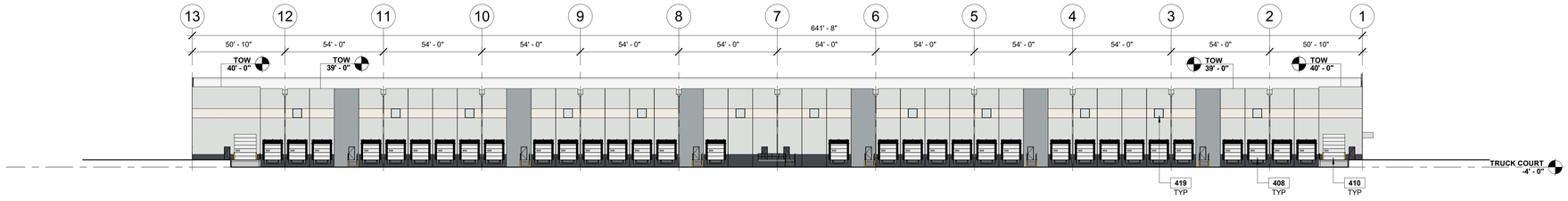
ADBI / DESIGN SERVICES

CONCEPTUAL FLOOR PLAN - BUILDING B

FORT PIERCE COMMERCE CENTER | BUILDING B
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

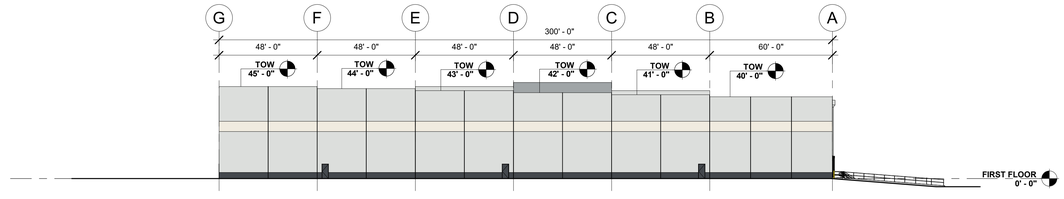
ARCO DESIGN/BUILD INDUSTRIAL

B01



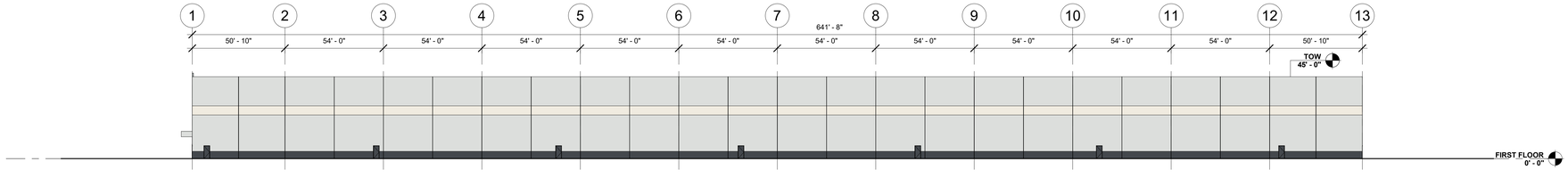
NORTH ELEVATION 1

SCALE: 1" = 30'-0"



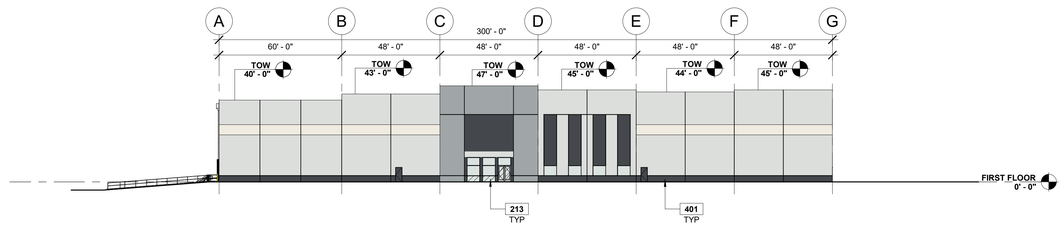
EAST ELEVATION 2

SCALE: 1" = 30'-0"



SOUTH ELEVATION 3

SCALE: 1" = 30'-0"



WEST ELEVATION 4

SCALE: 1" = 30'-0"

NOTES

TOW = TOP OF CONCRETE + 1-1/2" BLOCKING

213 ALUMINIUM STOREFRONT SYSTEM.
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MATERIALS:

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DOWNSPOUT & SCUPPER BOXES - TO MATCH ADJACENT WALL COLOR

METAL COPING - TO MATCH ADJACENT WALL COLOR

GLASS:

GL-01
INSULATED GLAZING UNIT

GL-02
TEMPERED SAFETY GLASS

GL-03
SPANDREL GLASS

PAINT SCHEME COLORS:

P1 - BASE COLOR: SW 7070 SITE WHITE

P2 - ACCENT COLOR: SW 8917 SHELL WHITEE

P3 - ACCENT COLOR: SW 7073 NETWORK GRAY

P4 - ACCENT COLOR: SW 7076 CYBERSPACE

SEAL

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SCALE 1" = 30'

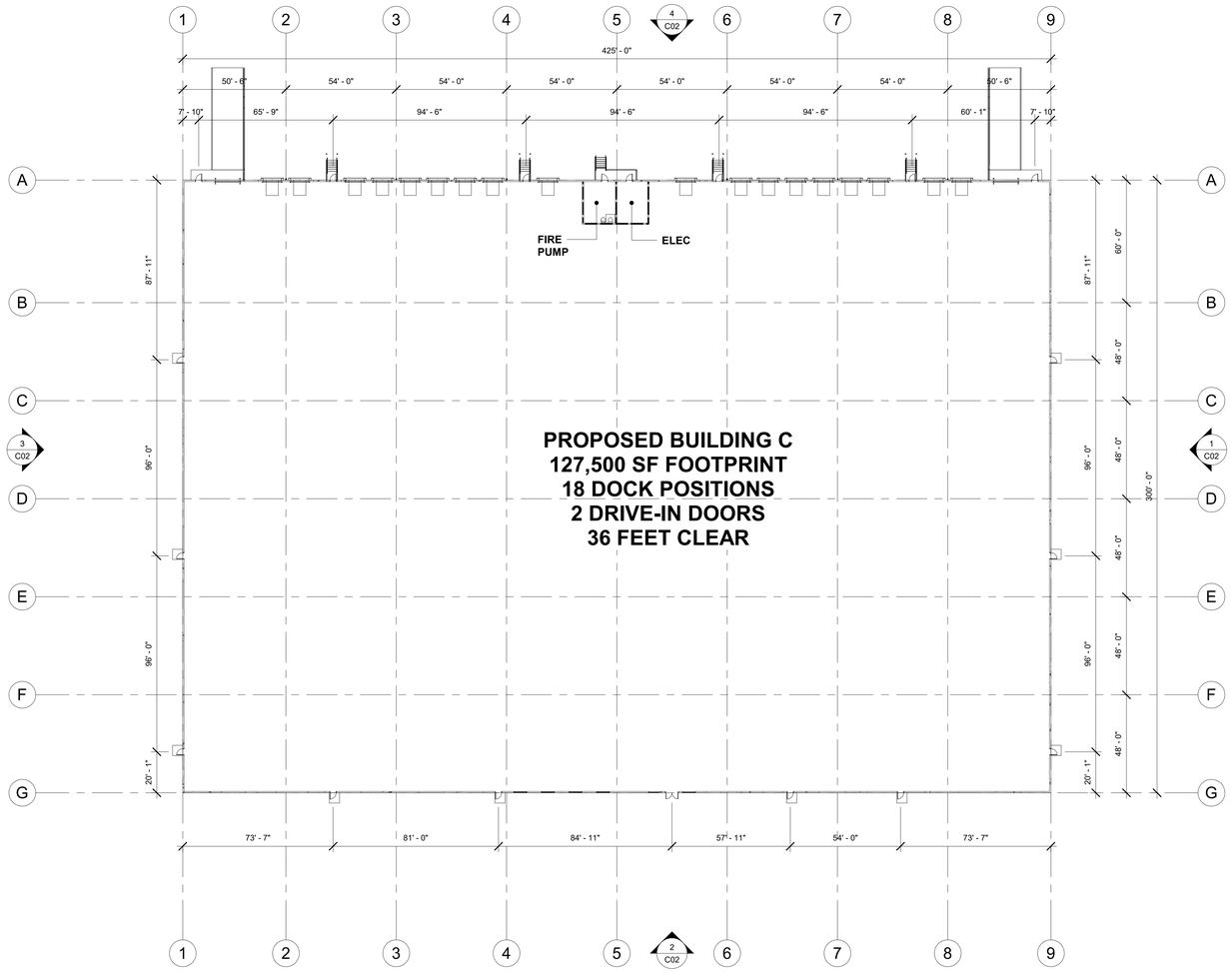
0 15 30 60 150

ADBI / DESIGN SERVICES

CONCEPTUAL ELEVATIONS - BULIDING B

FORT PIERCE COMMERCE CENTER | BUILDING B
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL



SEAL

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SCALE 1" = 30'

0 15 30 60 150

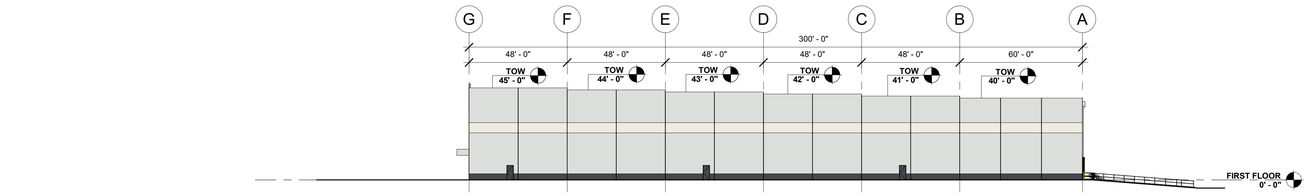
ADBI / DESIGN SERVICES

CONCEPTUAL FLOOR PLAN - BUILDING C

FORT PIERCE COMMERCE CENTER | BUILDING C
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

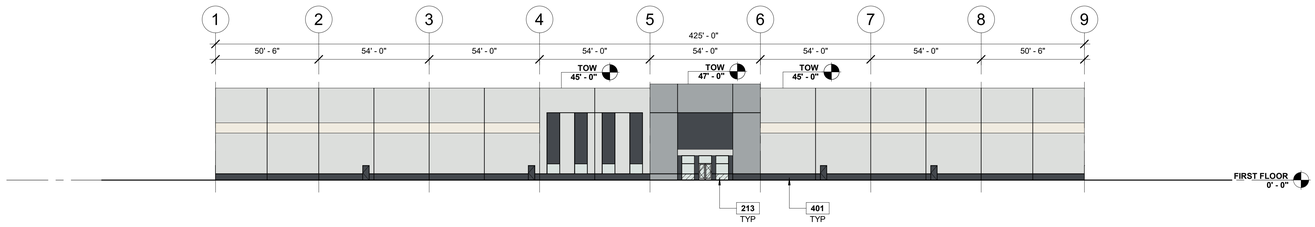
ARCO DESIGN/BUILD INDUSTRIAL

C01



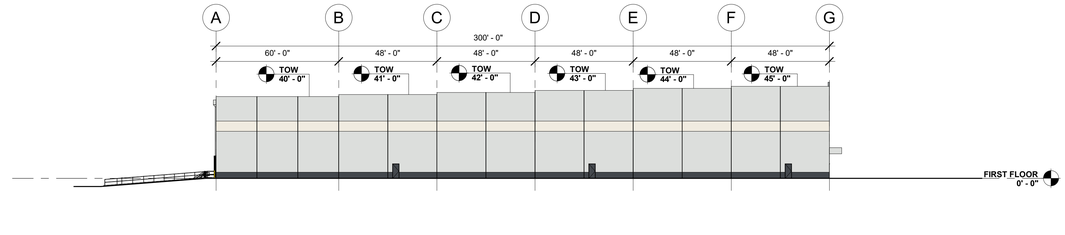
NORTH ELEVATION 1

SCALE: 1" = 30'-0"



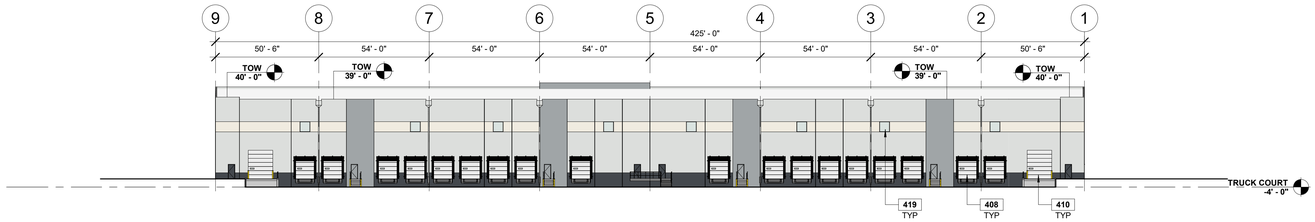
EAST ELEVATION 2

SCALE: 1" = 30'-0"



SOUTH ELEVATION 3

SCALE: 1" = 30'-0"



WEST ELEVATION 4

SCALE: 1" = 30'-0"

NOTES

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SEAL

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SCALE 1" = 30'

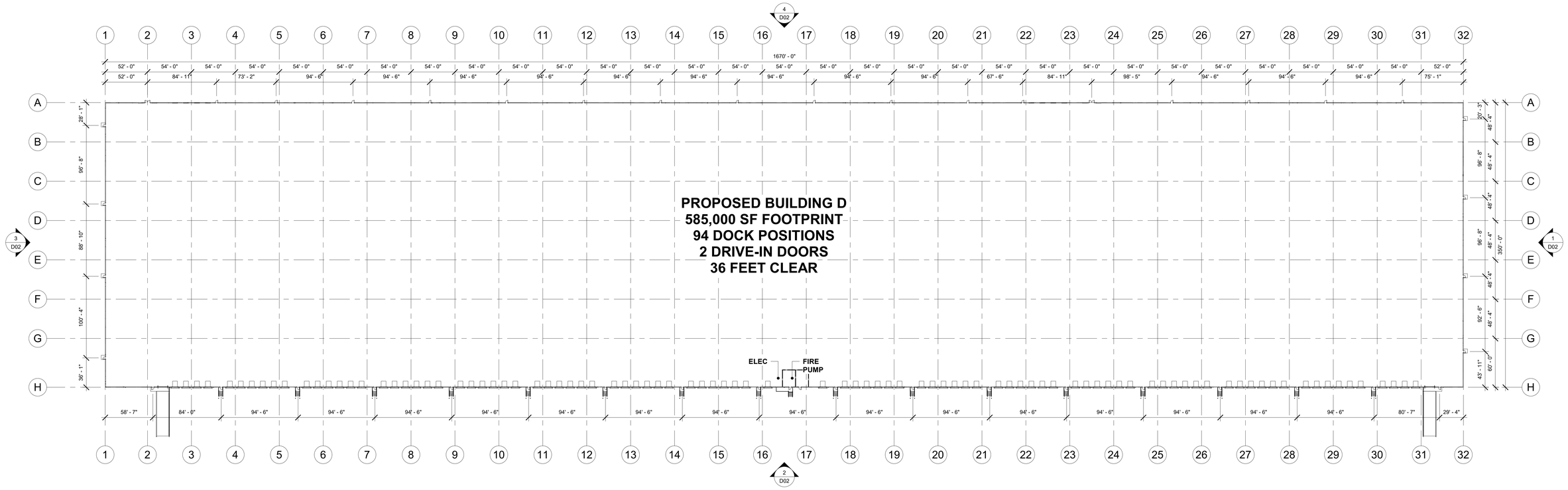
0 15 30 60 150

ADBI / DESIGN SERVICES

CONCEPTUAL ELEVATIONS - BUILDING C

FORT PIERCE COMMERCE CENTER | BUILDING C
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL



SEAL

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SCALE 1" = 50'

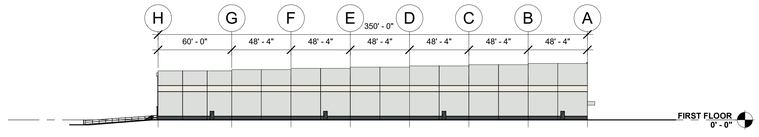
0 25 50 100 250

ADBI / DESIGN SERVICES

CONCEPTUAL FLOOR PLAN - BUILDING D

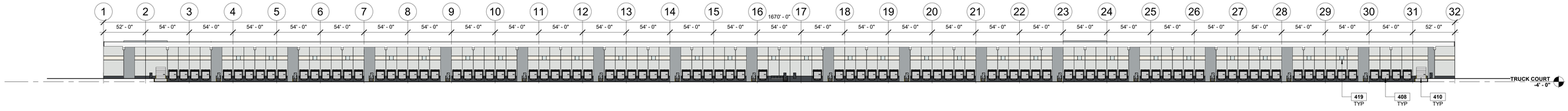
FORT PIERCE COMMERCE CENTER | BUILDING D
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL



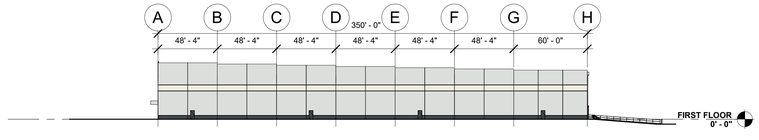
NORTH ELEVATION 1

SCALE: 1" = 50'-0"



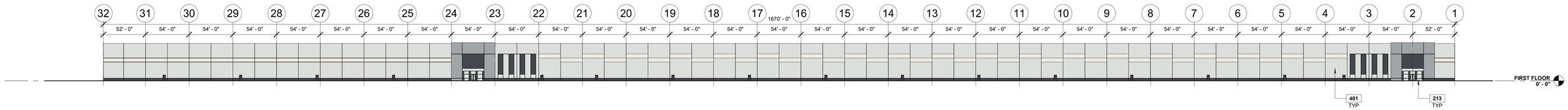
EAST ELEVATION 2

SCALE: 1" = 50'-0"



SOUTH ELEVATION 3

SCALE: 1" = 50'-0"



WEST ELEVATION 4

SCALE: 1" = 50'-0"

NOTES

TOW = TOP OF CONCRETE + 1-1/2" BLOCKING

213 ALUMINIUM STOREFRONT SYSTEM.
401 CONCRETE PANEL, PAINTED MEDIUM TEXTURE.
408 9'-0" WIDE x 10'-0" HIGH SECTIONAL OVERHEAD DOOR.
410 12'-0" WIDE x 14'-0" HIGH DRIVE-IN DOOR.
419 5'-0" WIDE x 5'-0" HIGH CLERESTORY WINDOW.

MATERIALS:

DOWNSPOUT GUARDS - TO MATCH ADJACENT WALL COLOR

DOWNSPOUT & SCUPPER BOXES - TO MATCH ADJACENT WALL COLOR

METAL COPING - TO MATCH ADJACENT WALL COLOR

GLASS:

GL-01
INSULATED GLAZING UNIT

GL-02
TEMPERED SAFETY GLASS

GL-03
SPANDREL GLASS

PAINT SCHEME COLORS:

P1 - BASE COLOR: SW 7070 SITE WHITE

P2 - ACCENT COLOR: SW 8917 SHELL WHITE

P3 - ACCENT COLOR: SW 7073 NETWORK GRAY

P4 - ACCENT COLOR: SW 7076 CYBERSPACE

SEAL

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SCALE 1" = 50'

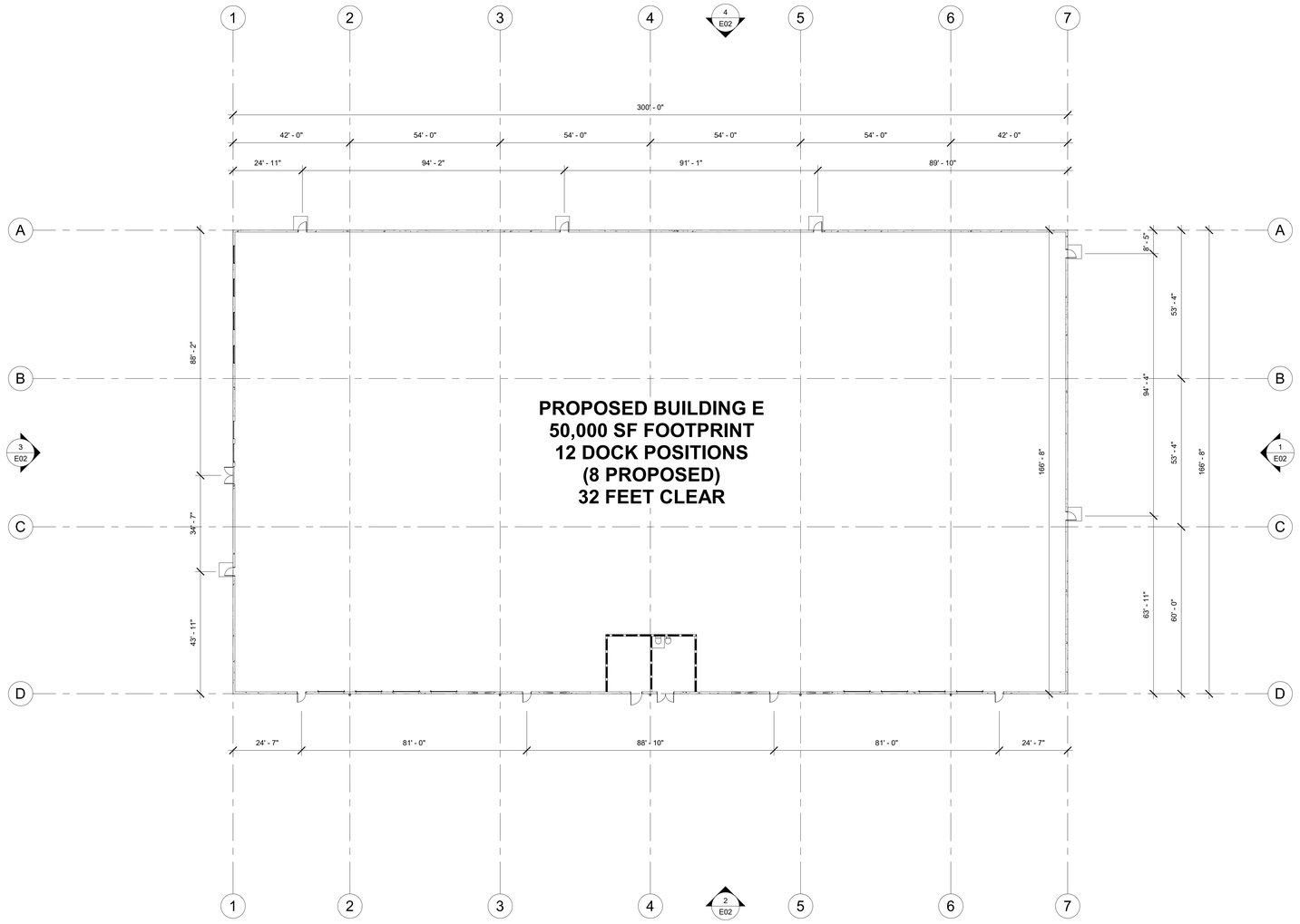
0 25 50 100 250

ADBI / DESIGN SERVICES

CONCEPTUAL ELEVATIONS - BUILDING D

FORT PIERCE COMMERCE CENTER | BUILDING D
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SCALE 1" = 20'

0 10 20 40 100

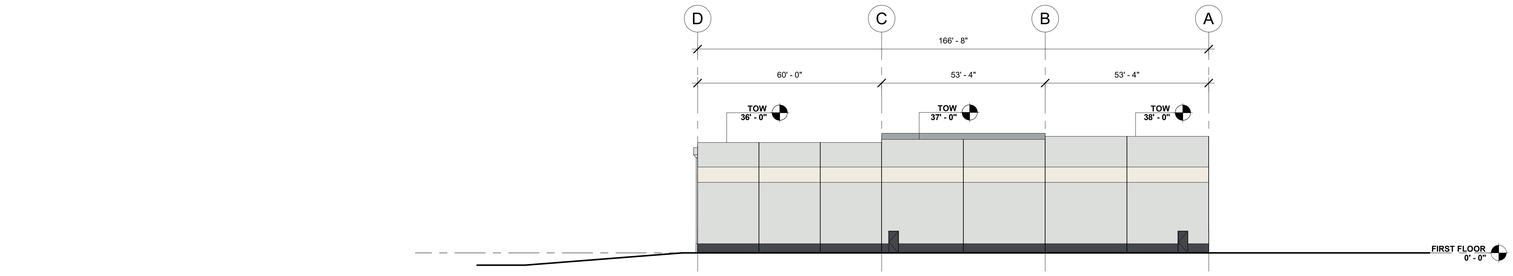
ADBI / DESIGN SERVICES

CONCEPTUAL FLOOR PLAN - BUILDING E

FORT PIERCE COMMERCE CENTER | BUILDING E
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

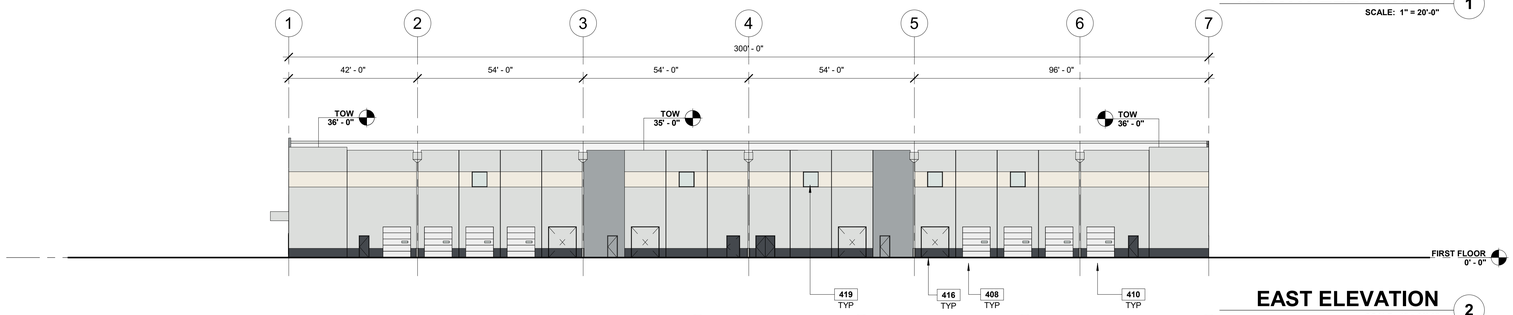
SEAL

ARCO DESIGN/BUILD INDUSTRIAL



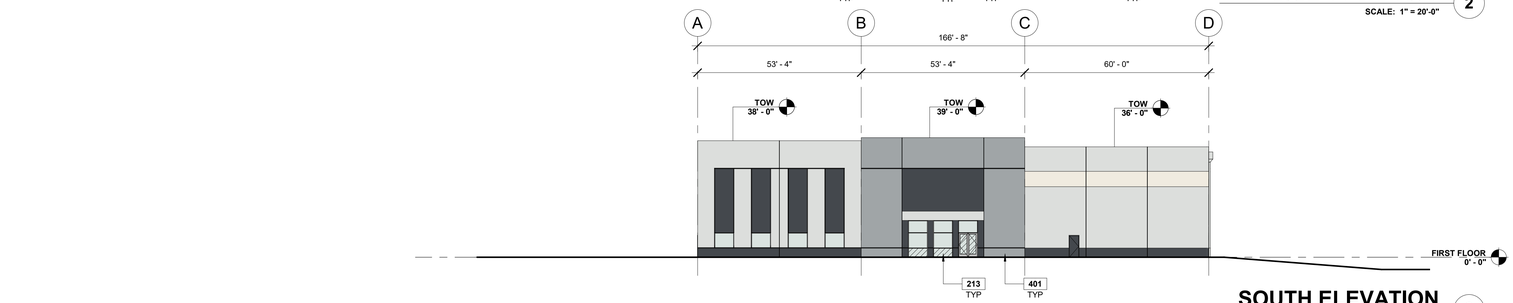
NORTH ELEVATION 1

SCALE: 1" = 20'-0"



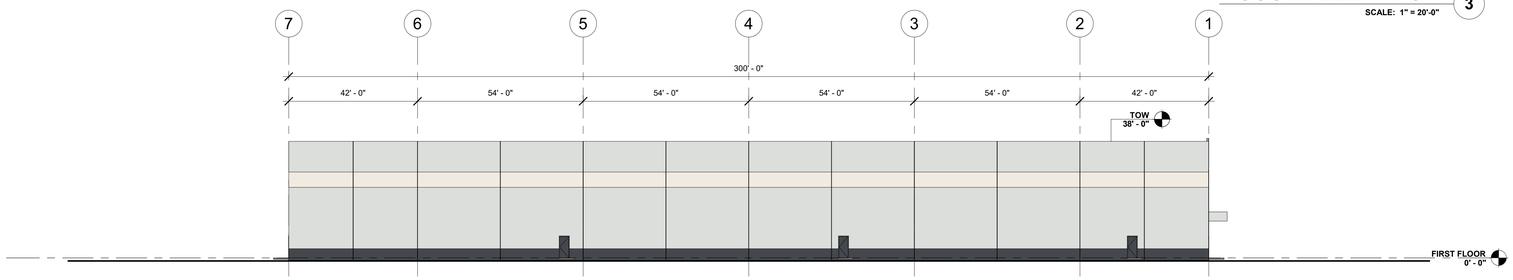
EAST ELEVATION 2

SCALE: 1" = 20'-0"



SOUTH ELEVATION 3

SCALE: 1" = 20'-0"



WEST ELEVATION 4

SCALE: 1" = 20'-0"

NOTES

TOW = TOP OF CONCRETE + 1-1/2" BLOCKING

213	ALUMINIUM STOREFRONT SYSTEM.
401	CONCRETE PANEL, PAINTED MEDIUM TEXTURE.
408	9'-0" WIDE x 10'-0" HIGH SECTIONAL OVERHEAD DOOR.
410	12'-0" WIDE x 14'-0" HIGH DRIVE-IN DOOR.
416	KNOCKOUT PANEL FOR FUTURE DOCK DOOR.
419	5'-0" WIDE x 5'-0" HIGH CLERESTORY WINDOW.

MATERIALS:

DOWNSPOUT GUARDS - TO MATCH ADJACENT WALL COLOR

DOWNSPOUT & SCUPPER BOXES - TO MATCH ADJACENT WALL COLOR

METAL COPING - TO MATCH ADJACENT WALL COLOR

GLASS:

GL-01
INSULATED GLAZING UNIT

GL-02
TEMPERED SAFETY GLASS

GL-03
SPANDREL GLASS

PAINT SCHEME COLORS:

P1 - BASE COLOR: SW 7070 SITE WHITE

P2 - ACCENT COLOR: SW 8917 SHELL WHITEE

P3 - ACCENT COLOR: SW 7073 NETWORK GRAY

P4 - ACCENT COLOR: SW 7076 CYBERSPACE

SEAL

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SCALE 1" = 20'

0 10 20 40 100

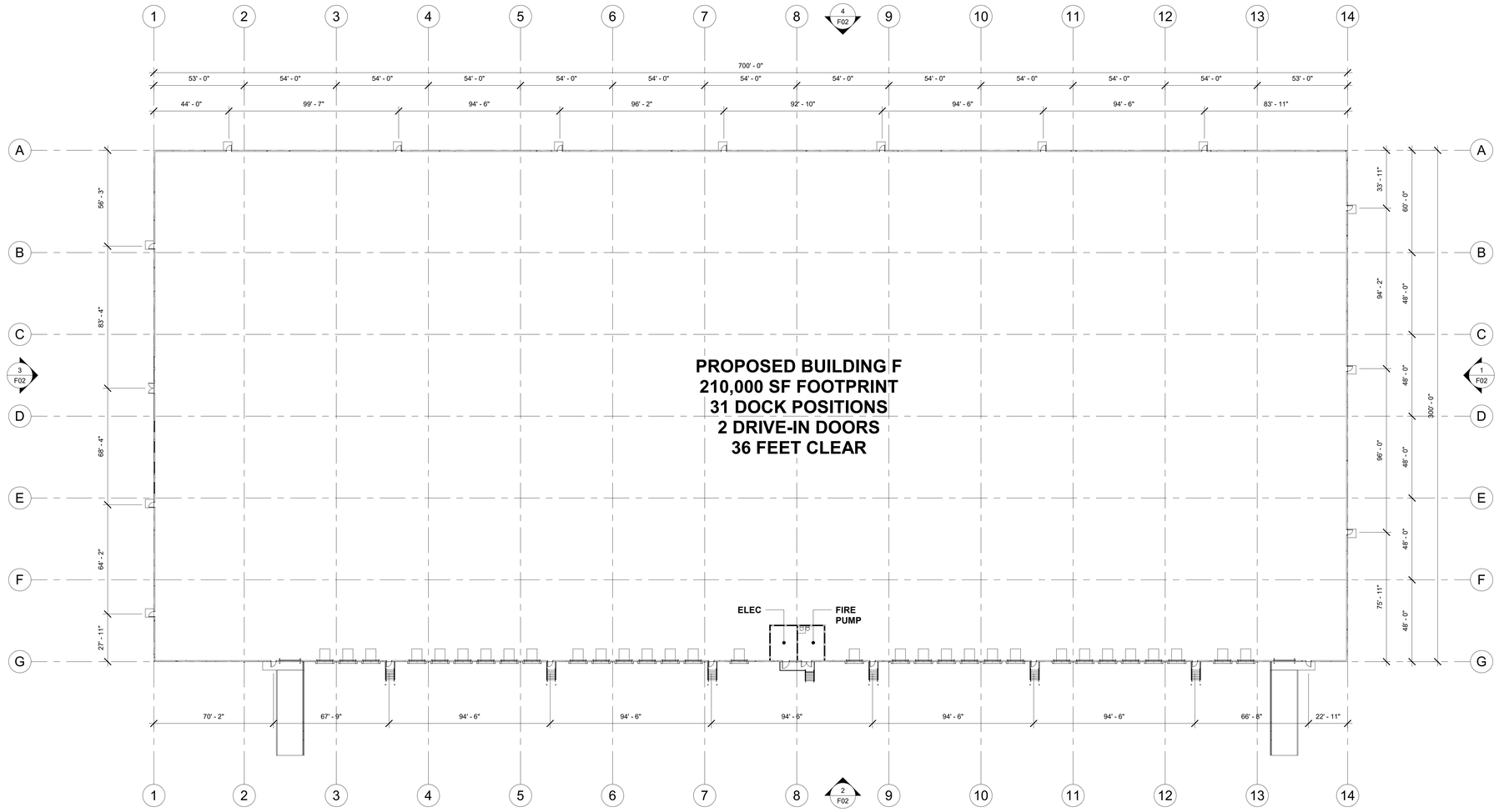
ADBI / DESIGN SERVICES

CONCEPTUAL ELEVATIONS - BUILDING E

FORT PIERCE COMMERCE CENTER | BUILDING E
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL

E02



SEAL

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SCALE 1" = 30'

0 15 30 60 150

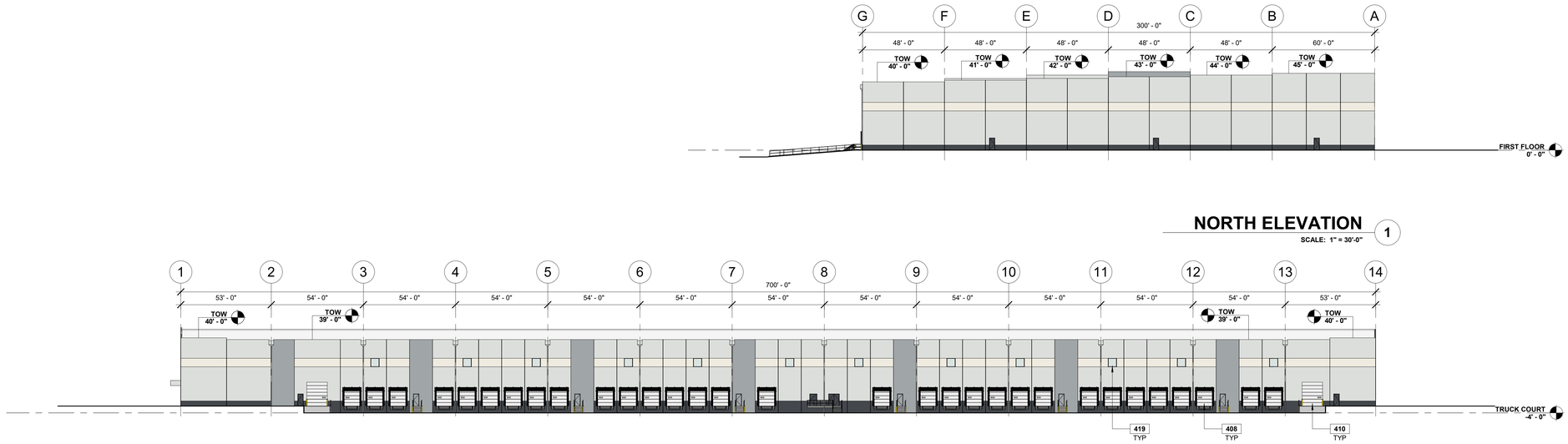
ADBI / DESIGN SERVICES

CONCEPTUAL FLOOR PLAN - BUILDING F

FORT PIERCE COMMERCE CENTER | BUILDING F
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL

F01

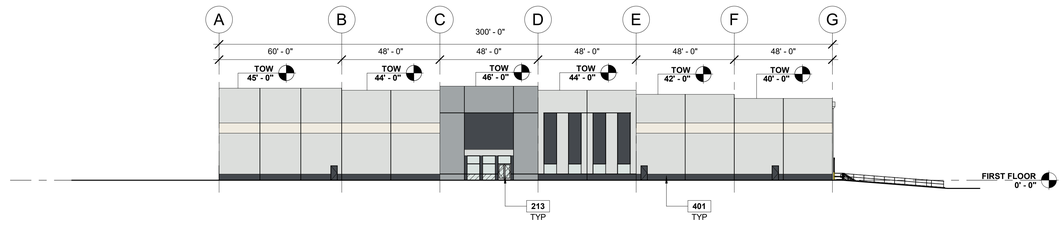


NORTH ELEVATION 1

SCALE: 1" = 30'-0"

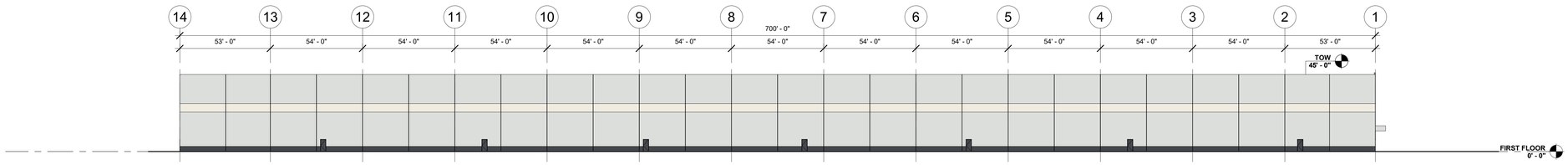
EAST ELEVATION 2

SCALE: 1" = 30'-0"



SOUTH ELEVATION 3

SCALE: 1" = 30'-0"



WEST ELEVATION 4

SCALE: 1" = 30'-0"

NOTES

SEE SHEET G-0.02 FOR GENERAL NOTES.
TOW = TOP OF CONCRETE + 1-1/2" BLOCKING

213 ALUMINIUM STOREFRONT SYSTEM.
401 CONCRETE PANEL, PAINTED MEDIUM TEXTURE.
408 9'-0" WIDE x 10'-0" HIGH SECTIONAL OVERHEAD DOOR.
410 12'-0" WIDE x 14'-0" HIGH DRIVE-IN DOOR.
419 5'-0" WIDE x 5'-0" HIGH CLERESTORY WINDOW.

MATERIALS:

DOWNSPOUT GUARDS - TO MATCH ADJACENT WALL COLOR

DOWNSPOUT & SCUPPER BOXES - TO MATCH ADJACENT WALL COLOR

METAL COPING - TO MATCH ADJACENT WALL COLOR

GLASS:

GL-01
INSULATED GLAZING UNIT

GL-02
TEMPERED SAFETY GLASS

GL-03
SPANDREL GLASS

PAINT SCHEME COLORS:

P1 - BASE COLOR (LIGHT): SW 7070 SITE WHITE

P2 - ACCENT COLOR (MEDIUM): SW 8917 SHELL WHITE

P3 - ACCENT COLOR (DARK): SW 7073 NETWORK GRAY

P4 - ACCENT COLOR: SW 7076 CYBERSPACE

SEAL

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SCALE 1" = 30'

0 15 30 60 150

ADBI / DESIGN SERVICES

CONCEPTUAL ELEVATIONS - BUILDING F

FORT PIERCE COMMERCE CENTER | BUILDING F
SELVITZ RD. & ENERGY LN. FORT PIERCE, FL
AS364-21 | NEP826 | 02/16/22

ARCO DESIGN/BUILD INDUSTRIAL

DYNAMIC
ENGINEERING EARTH SURVEY TRAFFIC

Dynamic Engineering Consultants, PC
100 NE 5th Avenue, Suite B2
Delray Beach, FL 33483
T. 561-921-8570

February 18th, 2022

St. Lucie County Fire District
5160 NW Milner Drive,
Port Saint Lucie, FL 34983

Attn: Captain Wayne Boyer, M.S., FM, FO, MIFireE, CFEI

RE: Fort Pierce Commerce Center
Energy Lane,
Fort Pierce, FL 34981
DEC# 3342-99-005
TRC #21-07000030

Dear Captain Boyer,

On behalf of our client St Lucie Commerce Center, LLC (the "Applicant"); please accept this letter as the required fire flow calculations for the Fort Pierce Commerce Center project currently under review with the City of Fort Pierce under TRC #21-07000030. The applicant is proposing a combined 1,215,000 SF of construction type IIB buildings with associated parking, landscape and site infrastructure.

As part of the design, the applicant is proposing several fire hydrants, fire department connections with DDCV and fire service connections to the buildings for a sprinkler system, see Sheets C3.00-C3.07 of the Development Review Plans. Per the Florida Fire Prevention Code NFPA 1 current Edition table 18.4.5.2.1(See Figure 1) the minimum required fire flow and flow duration for each building is listed as follows:

- Buildings A & E of 50,000 SF type IIB (or II (000)) is 4,750 GPM for a duration of 4 hours.
- Building B of 192,500 SF type IIB (or II (000)) is 8,000 GPM for a duration of 4 hours.
- Building C of 127,500 SF type IIB (or II (000)) is 7,500 GPM for a duration of 4 hours.
- Building D of 585,000 SF type IIB (or II (000)) is 8,000 GPM for a duration of 4 hours.
- Building F of 210,000 SF type IIB (or II (000)) is 8,000 GPM for a duration of 4 hours.

Per section 18.4.5.3.2 a reduction in required fire flow of 75 percent shall be permitted when the building is protected throughout by an approved automatic sprinkler system. Therefore, the required fire flow for the above referenced project is as follows:

- Buildings A & E of 50,000 SF type IIB (or II (000)) is 1,500 GPM for a duration of 2 hours.
- Building B of 192,500 SF type IIB (or II (000)) is 2,000 GPM for a duration of 2 hours.
- Building C of 127,500 SF type IIB (or II (000)) is 1,875 GPM for a duration of 2 hours.
- Building D of 585,000 SF type IIB (or II (000)) is 2,000 GPM for a duration of 2 hours.
- Building F of 210,000 SF type IIB (or II (000)) is 2,000 GPM for a duration of 2 hours

TABLE B105.1
MINIMUM REQUIRED FIRE-FLOW AND FLOW DURATION FOR BUILDINGS[a]

FIRE-FLOW CALCULATION AREA (square feet)					FIRE-FLOW (gallons per minute)[c]	FLOW DURATION (hours)
Type IA and IB[b]	Type IIA and IIIA[b]	Type IV and V-A[b]	Type IIB and IIIB[b]	Type V-B[b]		
0-22,700	0-12,700	0-8,200	0-5,900	0-3,600	1,500	2
22,701-30,200	12,701-17,000	8,201-10,900	5,901-7,900	3,601-4,800	1,750	
30,201-38,700	17,001-21,800	10,901-12,900	7,901-9,800	4,801-6,200	2,000	
38,701-48,300	21,801-24,200	12,901-17,400	9,801-12,600	6,201-7,700	2,250	
48,301-59,000	24,201-33,200	17,401-21,300	12,601-15,400	7,701-9,400	2,500	
59,001-70,900	33,201-39,700	21,301-25,500	15,401-18,400	9,401-11,300	2,750	
70,901-83,700	39,701-47,100	25,501-30,100	18,401-21,800	11,301-13,400	3,000	3
83,701-97,700	47,101-54,900	30,101-35,200	21,801-25,900	13,401-15,600	3,250	
97,701-112,700	54,901-63,400	35,201-40,600	25,901-29,300	15,601-18,000	3,500	
112,701-128,700	63,401-72,400	40,601-46,400	29,301-33,500	18,001-20,600	3,750	
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	4
145,901-164,200	82,101-92,400	52,501-59,100	37,901-42,700	23,301-26,300	4,250	
164,201-183,400	92,401-103,100	59,101-66,000	42,701-47,700	26,301-29,300	4,500	
183,401-203,700	103,101-114,600	66,001-73,300	47,701-53,000	29,301-32,600	4,750	
203,701-225,200	114,601-126,700	73,301-81,100	53,001-58,600	32,601-36,000	5,000	
225,201-247,700	126,701-139,400	81,101-89,200	58,601-65,400	36,001-39,600	5,250	
247,701-271,200	139,401-152,600	89,201-97,700	65,401-70,600	39,601-43,400	5,500	
271,201-295,900	152,601-166,500	97,701-106,500	70,601-77,000	43,401-47,400	5,750	
295,901-Greater	166,501-Greater	106,501-115,800	77,001-83,700	47,401-51,500	6,000	
—	—	115,801-125,500	83,701-90,600	51,501-55,700	6,250	
—	—	125,501-135,500	90,601-97,900	55,701-60,200	6,500	
—	—	135,501-145,800	97,901-106,800	60,201-64,800	6,750	
—	—	145,801-156,700	106,801-113,200	64,801-69,600	7,000	
—	—	156,701-167,900	113,201-121,300	69,601-74,600	7,250	
—	—	167,901-179,400	121,301-129,600	74,601-79,800	7,500	
—	—	179,401-191,400	129,601-138,300	79,801-85,100	7,750	
—	—	191,401-Greater	138,301-Greater	85,101-Greater	8,000	

Figure 1

On February 4th, 2022 at 8:55 am a fire flow test was performed by Fort Pierce Utility Authority, see attached fire flow test results. The test results show a calculated flow of 2,017 gpm at 20 psi which is anticipated to provide sufficient flow capacity for the proposed fire services and fire hydrants in conjunction with added pressure for each building via a fire pump located internal to the industrial warehouse buildings.

If there are any questions or concerns, please do not hesitate to reach out to our office at (561) 921-8570.

Sincerely,

Dynamic Engineering Consultants, PC

Michael D. Miles, P.E.
Regional Manager/Senior Principal
FL License No.: 81313

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Site Plan - Fort Pierce Commerce Center - Energy Lane

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: May 1st, 2022

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Supervisor

SIGNATURE: **DATE:** May 4th, 2022

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk 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.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

05/01/2022

Subscribed and sworn to before on May 2, 2022:

Notary, State of WI, County of Brown

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Publication Cost: $120.12
Ad No: 0005237633
Customer No: 1309463
PO #:

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 16, 2022, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 4:30 p.m., to consider review and approval of the following:

1. Application for Site Plan (Development and Design Review) approval to develop 1.25 million square feet of warehouse use on six (6) lots that total approximately 108.78-acres generally located on Energy Lane, southeast of Glades Cut Off Road and west of Selvitz Road, more specifically located at Parcel Control Numbers: 2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4, 2431-800-0005-000-1, 2431-800-0007-000-5, 2431-800-0006-000-8.
2. Application for a Conditional Use and Site Plan (Development Review and Design Review) to construct a four (4)-story self-storage facility totaling approximately 106,860 square feet and associated site improvements at 1300 S US Highway 1, more specifically located at Parcel Control Number: 2415-602-0002-000-2.

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. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: May 1, 2022
TCN5237633

City Commission Regular Meeting - 4:30 pm **12. c.**

Meeting Date: 05/16/2022

Re: 2051 S US Highway 1 Arcade Scriveners Error

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Correction of a scriveners error on the Conditional Use approval from March 1, 2021 for the operation of a 33-machine arcade amusement center at 2051 South US Highway 1 in Fort Pierce, FL. The floor plan presented and approved by the City Commission actually showed 45 machine slots rather than the 33 machines included in the narrative. The property is zoned General Commercial (C-3). Parcel ID: 2415-313-0005-010-9.

SUMMARY:

Subsequent to the Commission approval and upon application for Business Tax Receipt and Arcade Permit and Registration, we discovered that the number of machines shown on the floor plan included 31 single player machines, a table of 4 players and a table of 10 players. The multi-player tables were inadvertently counted as single machines rather than the 45 total machines as we actually permit them. The City Clerk’s office charges and issues a permit sticker for each coin slot, as that more accurately represents the number of players accommodated within the arcade.

RECOMMENDATION:

It is the City Clerk's position that the floor plan clearly indicated that 45 players would be accommodated on site, therefore the total is 45 machines rather than 33 as approved, and that it was simply a scriveners error when classifying the total number of machines. Accordingly, we respectfully request that the City Commission reconsider and increase their original approval of 33 machines to 45 machines as originally illustrated in their floor plan and more accurately accounting for the total number of players accommodated within the arcade as presented.

ALTERNATIVES:

Approve a different number of machines or do not change the existing approval.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Tanya Earley, City Attorney

Fiscal Impact

OTHER INFORMATION:

Additional revenue in the amount of $1,044.00 will be realized from the addition of 12 machines.

Attachments

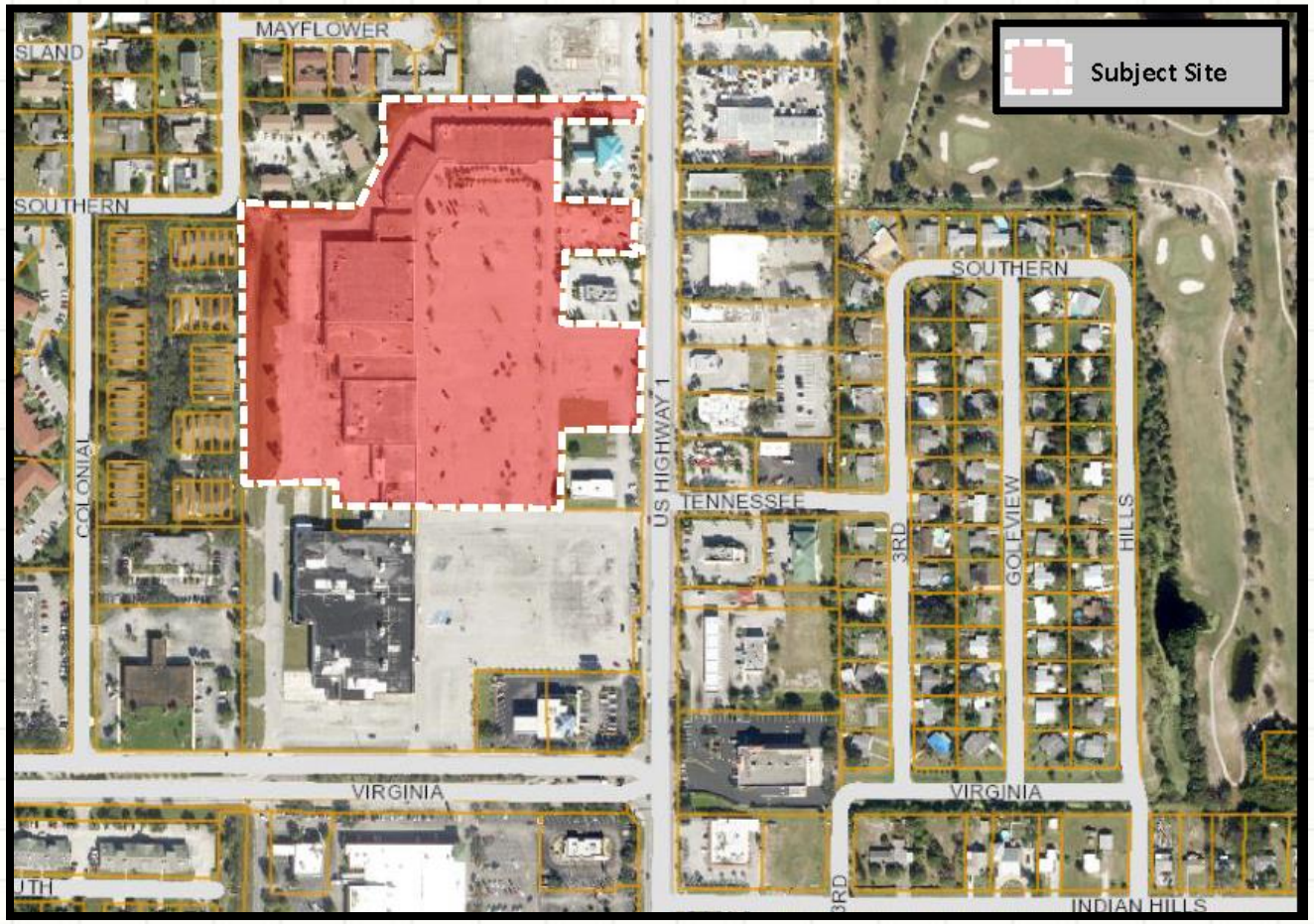
Presentation
Floor Plan
Applicant Packet
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/28/2022 11:55 AM

Form Started By: Linda Cox
Started On: 04/19/2022 02:40 PM
Final Approval Date: 04/28/2022

Scriveners Error Correction



2051 S. US Highway 1

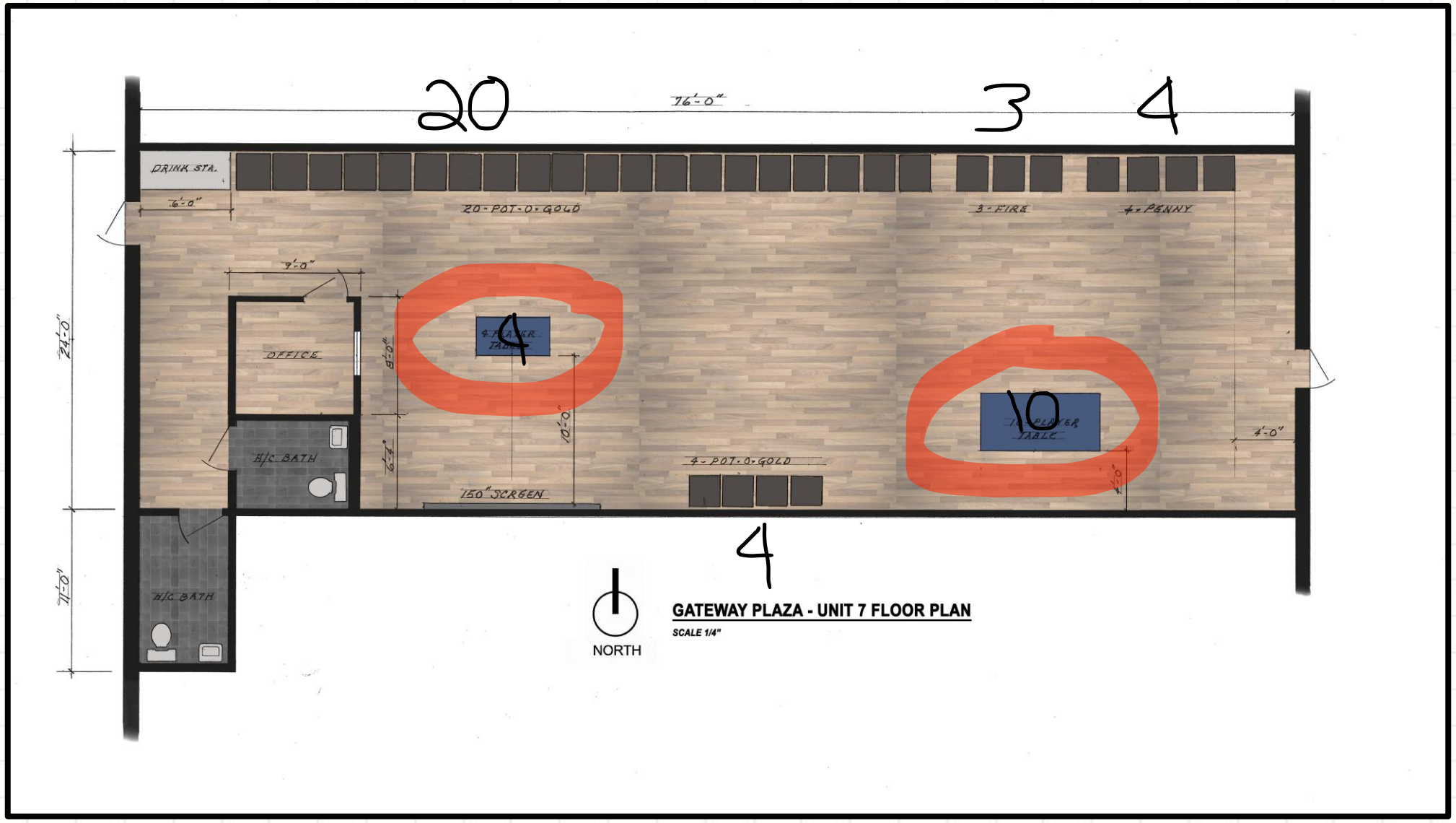
Background

On March 1, 2021, City Commission granted Conditional Use Approval to operate a 33 machine Arcade Amusement Center.

Upon application for Business Tax Receipt and Arcade Permit, it was discovered that the number of machines shown on the original floor plan included 31 single player machines, a table of 4 players and a table of 10 players; the multi-player tables were counted as single machines during the planning approval process.

The City Clerk's office charges and issues a permit sticker for each coin slot, as that more accurately represents the number of players accommodated within the arcade.

Floor Plan

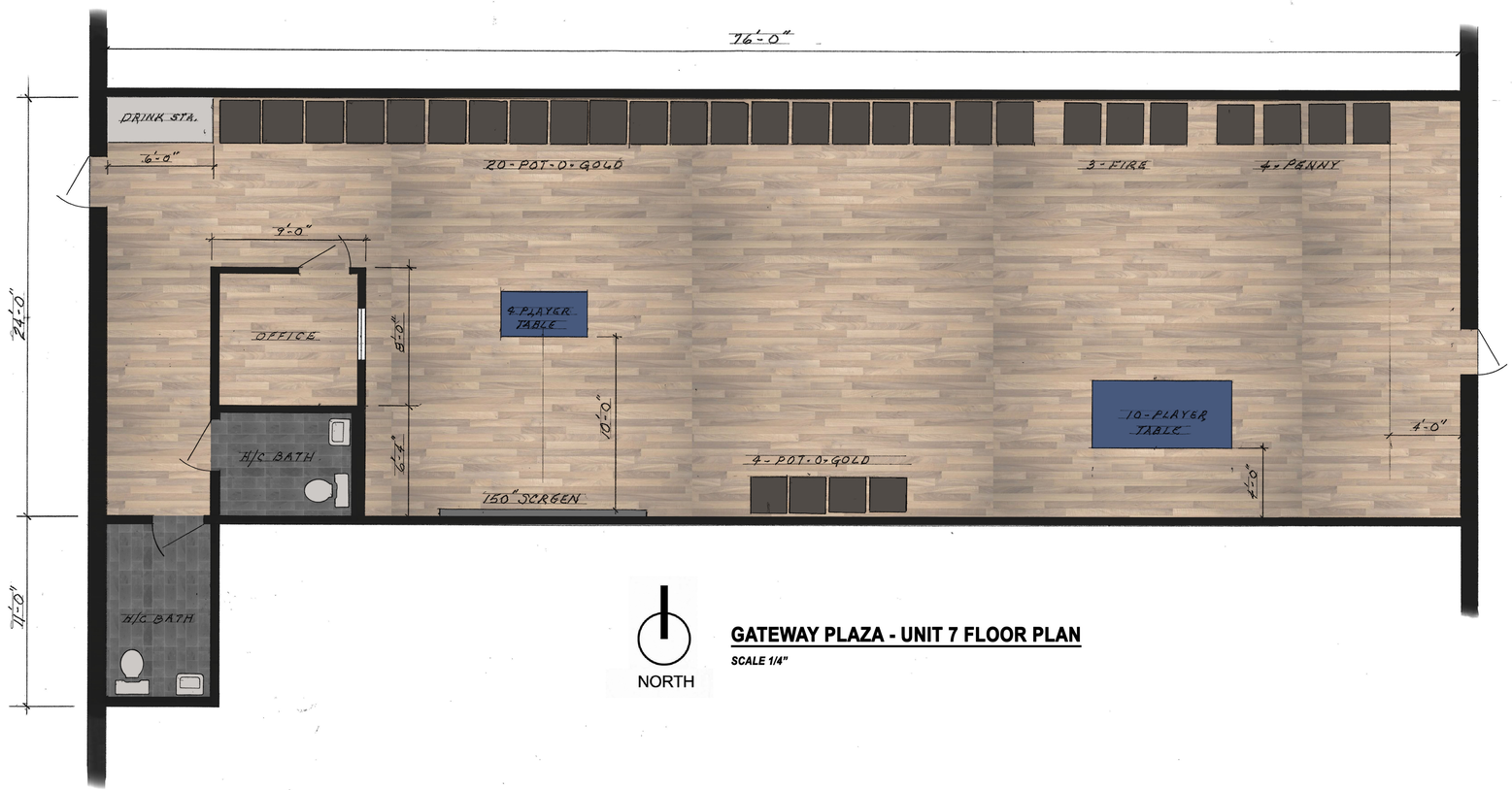

20
76'-0"
3
4
DRINK STA.
6'-0"
20-POT-O-GOLD
3-FIRE
4-PENNY
9'-0"
OFFICE
8'-0"
4
10'-0"
H/C BATH
4-POT-O-GOLD
150" SCREEN
4'-0"
24'-0"
11'-0"
H/C BATH
4
NORTH
GATEWAY PLAZA - UNIT 7 FLOOR PLAN
SCALE 1/4"

Staff Recommendation

Staff recommends that the City Commission reconsider and increase the original approval of 33 machines to 45 machines as originally illustrated in their floor plan and more accurately accounting for the total number of players accommodated within the arcade as originally presented.

It is the City Clerk's position that the floor plan clearly indicated that 45 players would be accommodated on site, therefore the total should be 45 machines rather than 33 as approved, and that it was simply a scrivener's error when classifying the total number of machines.

Planning staff has no objection to the correction and all other conditions of approval have been met.



NORTH

GATEWAY PLAZA - UNIT 7 FLOOR PLAN

SCALE 1/4"

Design by:
RICHARD A. JEMISON
P.O. Box 5616
Ft. Pierce, Fl. 34954
(772) 215-5623

BENCHMARK ENGINEERING
OF THE TREASURE COAST
806 DELAWARE AVE.
FT. PIERCE, FL. 34950
(772) 772-267-1399

09/05/20

SEAL	SOUTHERN PLAYERS, LLC	SHEET
BOWDOIN HUTCHINSON P.E. #70878	ARCADE 2051 S US HWY 1. FT. PIERCE, FLORIDA	1 OF 1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location: 2051 S US HWY 1

Parcel ID #(s): 2415-313-0005-010-9 - not including the Kmart building parcel

Project description: Tenant occupancy of Unit 7 in the Gateway Plaza, creating a 2,000 sqft amusement arcade.

Morris/Satnick FP Assoc LLC	Tod Mowery, AICP, President, Redtail DG
Property Owner(s)	**Applicant/Representative, Title, Company**
350 Veterans Blvd	100 S. 2nd Street
Street Address	Street Address
Rutherford NJ 07070	Fort Pierce FL 34950
City State Zip	City State Zip
	772.742.1555
Phone Number	Phone Number
	todm@redtaildg.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 -- COUNTY

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

_____ who is personally known to me or has produced

_____as identification.

_____

Signature of Notary (seal)

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

_____

_____

_____

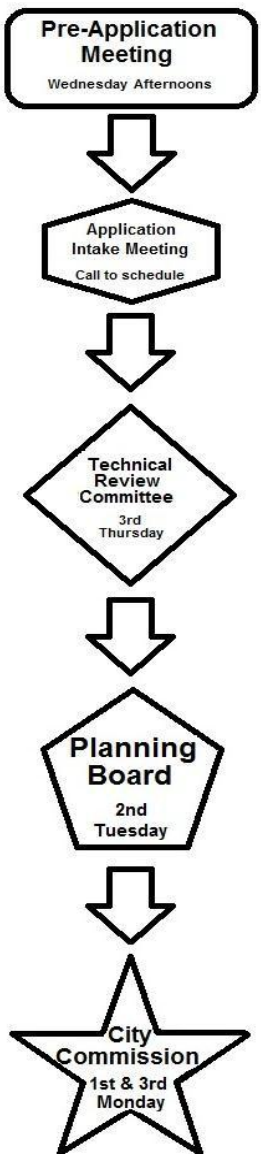
Intake Date Stamp

❑ 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 115,428 Parking Spaces: 477

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

North	South	East	West
Vacant	Retail	Retail	retail/office

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.

September 16, 2020

City of Fort Pierce
Planning Department
100 N U.S. Highway 1
Fort Pierce, FL 34950

Via Email

RE: Conditional Use application request for an Amusement Arcade – 2051 S US Hwy 1, Fort Pierce, FL

Dear City Staff-

On behalf of the Gateway Plaza we submit our conditional use request for a tenant improvement in the Gateway Plaza. The tenant occupant of Unit 7 in the Gateway Plaza is proposing to create a 2,000 sq ft amusement arcade. Due to this being a tenant occupancy of the Gateway Plaza where a minimal renovation will occur, we will not be submitting a design review or development review application, we will be submitting for a conditional use permit.

The Gateway Plaza's existing parking lot beginning from the north side of the former Kmart to the top of the center includes a shared parking field of 477 parking spaces. The tenant's lease agreement with the property owner says all of the parking spaces in the lot are to be shared amongst all tenants. As part of this tenant improvement, a new bicycle rack is proposed to be added to the site. See the attached Tenant Roster for clarification on the location of the parking spaces and bicycle rack.

The owners of the Gateway Plaza are committed to redeveloping the property and attracting quality tenants. This is easily seen by looking at some of the recent improvements. Recent improvements include the removal of asbestos from the Kmart building at a cost of $100,000, a new roof at approximately $1.1 m, a new asphalt patching project at a cost of around $85,000, new canopy lighting $25,000 (going in now), and plaza painting $35,000. The owners of the plaza have also installed a new traffic signal on US1 at a cost of almost $400,000, including the variance process with the FDOT and closed off several entrances, on their own, off of US1. Moving forward we will be seal coating the plaza, improving the existing sign structure, and creating a wider landscape buffer to the south of Burger King and to the north of the former Payless. Landscape island improvements begin within a short period of time followed by seal coating of the plaza. Wonderful to see so many improvements.

The owners of the Gateway Plaza have also donated land to the City for a right turn, deceleration lane on US1 to Virginia (still waiting for the City to do their part on getting the land from PNC Bank), They also donated the new bus shelter site just north of the PNC bank. All of these improvements were done of their own accord and were not required as a part of any new development project. We look forward to meeting and working with you to ensure the success of this project.

Thank you,

TOD

Tod Mowery, AICP President

Attachments:
Warranty Deed Property
Appraisers Card Proposed
Floor Plan
Tenant Roster Application
Landscape Plan

100 S. 2nd Street
Fort Pierce, FL 34950

Responses to Design Standards

(2) *Design standards.*

a. No sign, display, or merchandise, shall be placed on or adjacent to any window if such placement would interfere with the clear and unobstructed view of the entire interior of the establishment from ground level through exterior windows.

Response: Acknowledged and so noted.

b. Placement of game machines along front windows are prohibited.

Response: No machines are shown along front windows.

c. Window tinting, mirrored windows, or other obscuring elements are prohibited.

Response: Acknowledged and so noted.

d. All entrances shall be adequately lighted.

Response: Lighting is being upgraded and improved under canopies and in parking field.

e. All amusement arcades or arcade amusement centers must post at least two conspicuous signs within the premises, and one conspicuous sign at the entrance, stating the following: **Response: So noted**

1. Minimum age requirements as described above.
2. School hours use restrictions as described above.
3. No smoking.
4. No drugs.
5. No alcohol.

f. Amusement arcades or arcade amusement centers shall provide bicycle racks within enough stalls to accommodate one bicycle for each five game machines located within the premises. Bicycle racks shall be located as close as practical to the entrance of the facility and shall not be located in a manner that obstructs any entrances, exits, sidewalks, driveways, or parking areas. **Response: A bicycle rack will be placed on the pedestrian walkway area near the Arcade.**

g. All amusement arcades or arcade amusement centers must provide public restrooms in accordance with applicable country health department requirements. **Response: Provided as required.**

100 S. 2nd Street
Fort Pierce, FL 34950

h. Lighting for parking lots must satisfy lighting requirements of section 125-315(g)(1) prior to the issuance of a business tax receipt. **Response: Lighting is part of a 200,000 s.f. shopping center. Lighting in parking lot being updated and canopy lighting modified.**

i. Landscaping must comply with requirements of the city's landscaping ordinance prior to the issuance of a business tax receipt. **Response: all parking islands in the front parcel are being updated with new landscape canopy trees and new landscape bed is being added between the former Payless Shoe store and the Burger King.**

j. Sidewalks shall be installed along all public rights-of-way for properties that have arcade uses and shall be installed prior to the issuance of a business tax receipt. No location shall be exempt from sidewalk provisions contained in section 125-317. **Response: Sidewalks currently exist on site. No other modifications planned at this time.**

k. Any proposed exterior change to a building used for arcade uses will be subject to city design review guidelines pursuant to section 125-314. This shall not apply to buildings located in historic districts or buildings that are individually designated. **Response: Façade was recently painted and no other changes are proposed, except for a replacement business sign.**

l. Parking shall be provided at a rate of three-fourths parking spaces per machine (or three spaces for every four machines). **Response: Parking field in front of the Arcade is part of a much larger shopping center, which holds abundant spaces both in front and behind the center. Adequate parking is available for all uses and in accordance with the parking rates stipulated for an arcade.**

Morris/Satnick Fort Pierce Associates, LLC
350 Veterans Blvd
Rutherford, NJ 07070

OWNER AUTHORIZATION FORM

Project Name: Gateway Plaza

Parcel ID: 2415-313-0005-010-9
2415-342-0001-010/1
2415-342-0001-000/8

Address: 2051-Unit 7 S US HIGHWAY 1

BEFORE ME THIS DAY PERSONALLY APPEARED Peter W. Feldman, as Agent for Morris/Satnick Fort Pierce Associates, LLC, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

We hereby give CONSENT to Redtail DG, Inc. to act on our behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us at all meetings and public hearings pertaining to matters representing the Gateway Plaza, Tenant Modifications or Tenant Changes, etc.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 1 day of SEPT., 2020, by Christina Schultz (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Notary Signature

Christina Schultz
Printed Name of Notary

(Notary Seal)

Notary Public State of Florida
Christina Schultz
My Commission GG 932506
Expires 11/17/2023

My commission expires

Sr. Vice-President

Peter W. Feldman
Agent's Name

15155 Michelangelo Blvd. Suite 102
Street Address

Delray Beach, Fl 33446
City, State, Zip

561-865-9500; PFeldman@morriscompanies.com
Telephone / Email

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2009 S US HIGHWAY 1	Parcel ID: 2415-313-0005-010-9	Account #: 24459	Sec/Town/Range: 15/35S/40E
Map ID: 24/15S	Zoning: General Co	Use Type: 1600	Jurisdiction: Fort Pierce

Ownership

Morris/Satnick FP Assoc LLC
350 Veterans Blvd
Rutherford, NJ 07070

Legal Description

15 35 40 E 876.9 FT OF THAT PARTOF S 1/2 OF SW 1/4 LYG W OF US 1-LESS BEG AT INT N R/W VA AV AND W R/W LI US 1 RUN N ALG W R/W US1 710 FT, TH W 175 FT, TH S 175 FT, TH W 501.9 FT, TH N 50 FT, TH W 200 FT, TH S 585 FT, TH E 876.9 FTTO POB AND LESS SLY 130 FT FOR RD AND CANAL AND LESS N 150 FT OF S 1222.46 FT OF E 175 FT- AND S 235 FT OF NE 1/4 OF SW 1/4 LYG W OF DIXIE HWY-LESS AS IN OR 380-2663AND LESS N 175 FT OF E 185 FT OF S 1511.18 FT OF THAT PART OF SW 1/4 LYG W OF US 1- LESS RD R/W AS IN OR 3615-2364 (14.20 AC-618,502 SF) (OR 2446-712)

Current Values

Just/Market:	$3,908,800	Assessed:	$3,908,800
Exemptions:	$0	Taxable:	$3,908,800

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	$3,908,800	$3,908,800	$0	$3,908,800
2019	$3,931,600	$3,931,600	$0	$3,931,600
2018	$3,924,600	$3,734,500	$0	$3,734,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-19-2005	2446 / 0712	XX02	SP	Morris/Satnick FP Assoc LLC	$10,960,000
09-01-1983	0412 / 0301	XX01	CV		$0

Primary Building Information

Finished Area of this building: 43,510 SF
Gross Sketched Area: 47,607 SF

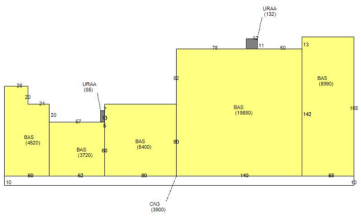
Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: BarJst/Rigid	Building Type: NSCT
Year Built: 1969	Frame: Masonry	Grade: Y_C	Effective Year: 1969
Primary Wall: CB Stucco	Story Height: 2 Story	No. Units: 8	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 100%	Heat Fuel: ELEC	Primary Floors: Carpet





Total Areas

Finished/Under Air (SF):	119,701
Gross Sketched Area (SF):	130,851
Land Size (acres):	14.2
Land Size (SF):	618,502
Total Building Count:	3

Special Features and Yard Items

Type	Qty	Units	Year Blt
CONCRETE LOW	1	3630	1969
ASP2 LOW	1	36400	1970
ASP1 HIGH	1	45500	1982
CONCRET HIGH	1	15750	1982
ASP1 HIGH	1	80000	1983
SINGLE LIGHT	1	8	1983

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2768139 OR BOOK 2446 PAGE 712, Recorded 12/27/2005 at 11:31 AM
Doc Tax: $76720.00

2

This instrument prepared by:
Michael E. Parry, Esq.
Kimco Realty Corporation
3333 New Hyde Park Road
New Hyde Park, NY 11042

~~Record and Return to:~~
Bart Mellits, Esq.
Ballard Spahr Andrews & Ingersoll
1735 Market Street, 51st Floor
Philadelphia PA 19103

[For Recorder's Use Only]

SPECIAL WARRANTY DEED

THIS INDENTURE is made as of this 19th day of ~~November~~ December, 2005, between **KIMCO UNIVERSITY COMPANY, LTD.**, a Florida limited partnership ("Grantor") whose address is 3333 New Hyde Park Road, New Hyde Park, New York 11042, and **MORRIS/SATNICK FORT PIERCE ASSOCIATES, LLC,** a Delaware limited liability company ("Grantee"), whose address is 350 Veterans Boulevard, Rutherford, New Jersey 07070.

WITNESSETH, Grantor for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, Grantee's, successors and assigns, forever, that certain property lying and being in St. Lucie County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof.

Subject only to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

RETURN TO: 0-050757-L MP
LandAmerica - Commercial Services
1001 N. Lake Destiny Road Ste 250
Maitland, FL 32751

IN WITNESS WHEREOF, Grantor has executed this indenture as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Grantor:

KIMCO UNIVERSITY COMPANY, LTD., a Florida limited partnership

By: Kimco Delaware, Inc., its general partner

Josh Dinstein
PRINT NAME: Josh Dinstein

Theresa Farina
PRINT NAME: Theresa Farina

By: Raymond Edwards
Name: RAYMOND EDWARDS
Title: Vice President

STATE OF NEW YORK)
) SS.
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 9 day of ~~November~~ Dec., 2005, by Raymond Edwards, the V. P. of Kimco Delaware, Inc., the general partner of KIMCO UNIVERSITY COMPANY, LTD., a Florida limited partnership. He/She is personally known to me ~~or has produced~~ _____ ~~as identification~~.

Notary Public, State of _____ at Large
Printed Name of Notary:_____
Commission No.:_____
My Commission Expires:_____

KATHLEEN M. GAZERRO
Notary Public, State of New York
No. 01GA4721128
Qualified in Suffolk County
My Commission Expires 4/30/06

G:\W-CEG\37844\001\Deeds\Special KUC.doc

EXHIBIT A

ALL THAT CERTAIN PARCEL OF LAND located in the City of Fort Pierce, St. Lucie County, Florida, as shown on an ALTA/ACSM Land Title Survey prepared for The Morris Companies by CPH Engineers/Surveyors dated October 6, 2005, as last revised December 7, 2005, more fully bounded and described as follows:

Parcel 3:

The East 876.9 feet of the South ½ of the SW ¼, lying West of U.S. No.1 Highway, Section 15, Township 35 South, Range 40 East, St. Lucie County, Florida, LESS: Begin at the intersection of the North right-of-way of Virginia Avenue and the West right-of-way of U.S. No.1 Highway, North 710 feet; West 175 feet; South 175 feet; West 326.9 feet; South 50 feet; West 175 feet; North 100 feet; West 200 feet; South 585 feet; East 876.9 feet to the Point of Beginning. ALSO LESS: Southerly 130 feet for road and canal right-of-way. ALSO LESS: North 150 feet of the South 1222.46 feet of the East 175 feet.

AND

Commencing at the intersection of the West right-of-way line of South Fourth Street (U.S. Highway No. 1) and the South line of the Southwest ¼ of Section 15, Township 35 South, Range 40 East in the City of Fort Pierce, St. Lucie County, Florida, run North 00°03'34" East along that right-of-way of South Fourth Street, 1323.18 feet to the North line of the South ½ of the Southwest ¼ of said Section 15, and the POINT OF BEGINNING; thence continue North 00°03'34" East, 335 feet; thence run North 89°39'26" West, 566.9 feet; thence run South 01°10'39" West, 186.33 feet; thence run South 24°58'42" West, 136.59 feet to the North line of the South ½ of the Southwest ¼; thence run South 89°39'26" East 626.80 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PARCEL:

Commencing at the intersection of the West right-of-way line of South Fourth Street (U.S. Highway No. 1) and of the South line of the Southeast ¼ of the Southwest ¼ of Section 15, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida, run North 00°03'34" East along the West right-of-way line of South Fourth Street, 1336.18 feet to the POINT OF BEGINNING; thence run North 89°39'26" West, 175 feet; thence run North 00°03'34" East, 185 feet; thence run South 89°39'26" East, 175 feet; thence South 00°03'34" West, 185 feet to the POINT OF BEGINNING.

LESS AND EXCEPT PARCELS CONVEYED by Warranty Deed to William D. Carlton, in Official Records Book 207, page 592; by Warranty Deed to E.J. Roschman, in Official Records Book 199, page 481; by Quit Claim Deed to James F. Grimes and Susan Grimes, his wife, in Official Records Book 517, page 1232; and by Warranty Deed to Walgreen Co., an Illinois corporation, in Official Records Book 452, page 2789, all of the Public Records of St. Lucie County, Florida.

EXHIBIT "B"

Subject to the Following Exceptions

EXHIBIT B

Easement to American Telephone and Telegraph Company, recorded in Deed Book 81, page 163 as defined and limited by document recorded in Deed Book 206, page 143.

Reservations of non-exclusive easement as set forth in deed recorded November 6, 1968 in Official Records Book 174, page 884 for the purposes described in said instrument.

Agreements, Restrictions, Easements and Encumbrances created by the "Easement Agreement" set forth hereinafter between KIMCO FORT PIERCE, INC., and Albert W. Johnson and Howard L. Gibson, doing business as Fort Pierce Investments, contained in and attached to Warranty Deed and Easement Agreement dated February 13, 1969, filed February 18, 1969, and recorded in Official Records Book 175, page 2498.

Agreement among KIMCO FORT PIERCE, INC., a Florida corporation, Standard Oil Company, a division of Chevron Oil Company, a California corporation, First Federal Savings and Loan Association of Fort Pierce, a corporation existing under the laws of the United States of America, and Fort Pierce Investments, a Florida limited partnership, dated February 24, 1970, filed May 26, 1970, and recorded in Official Records Book 184, page 2415 and Official Records Book 184, page 2423.

Easement from Albert W. Johnson, General Partner doing business as Fort Pierce Investments and Margaret Hayes Johnson, his wife, to the City of Fort Pierce, a Municipal corporation of the State of Florida, recorded April 30, 1971 in Official Records Book 192, page 365 and Official Records Book 192, page 368.

Lease by and between Equity Associates, Ltd., a Limited Partnership and S.S. Kresge Company, a Michigan corporation as evidenced by Memorandum of Lease dated March 12, 1976 and recorded November 4, 1976 in Official Records Book 259, page 1889 and First Amendment to Lease dated August 30, 1976 and recorded November 4, 1976 in Official Records Book 259, page 1895 and Ratification thereof dated January 10, 1977 and recorded March 24, 1977 in Official Records Book 265, page 1781.

Short Form Lease by and between Kimco University Co., Ltd., a Florida limited partnership and Family Dollar Stores of Florida, Inc., a Florida corporation, recorded in Official Records Book 1305, page 1543.

Easement Agreement by and between Kimco University Company, Ltd., a Florida limited partnership and Kimco Ft. Pierce 147, Inc., a Florida corporation and Fast Food Enterprises #2, a Florida general partnership, recorded in Official Records Book 2221, page 1466.

Short Form Lease by and between Kimco Ft. Pierce, Inc. and Winn-Dixie Stores, Inc. as recorded in Official Records Book 365, page 1719; Second Amendment to Short Form Lease as recorded in Official Records Book 718, page 2408 and Memorandum of Lease by and between

Winn-Dixie Stores, Inc. and CIBC National Bank as recorded in Official Records Book 1366, page 340.

Utility Easement in favor of the City of Fort Pierce as recorded in Official Records Book 177, page 136.

Easement in favor of City of Ft. Pierce as recorded in Official Records Book 180, page 2372.

Agreement by and between Kimco Ft. Pierce Inc. and William D. Carlton as recorded in Official Records Book 207, page 594.

Agreement by and between Kimco Ft. Pierce Inc. and William D. Carlton as recorded in Official Records Book 215, page 2573.

Easement in favor of Fort Pierce Utilities Authority of the City of Fort Pierce as recorded in Official Records Book 381, page 423.

Reciprocal Agreement by and between Kimco University Company, Ltd. and The Kimco Corporation as recorded in Official Records Book 412, page 1612.

Easement in favor of Fort Pierce Utilities Authority of the City of Fort Pierce as recorded in Official Records Book 422, page 1347.

Storm Sewer Easement between Kimco University Company, Ltd. and Walgreen Co. as recorded in Official Records Book 452, page 2795.

Sanitary Sewer Agreement between Kimco University Company, Ltd. and Walgreen Co. as recorded in Official Records Book 452, page 2802.

Declaration of Easements and Covenants by Kimco University Company, Ltd. and Walgreen Co. as recorded in Official Records Book 452, page 2808.

Easement Agreement by and between Kimco University Co. Ltd. and Volume Shoe Corporation as recorded in Official Records Book 748, page 1224.

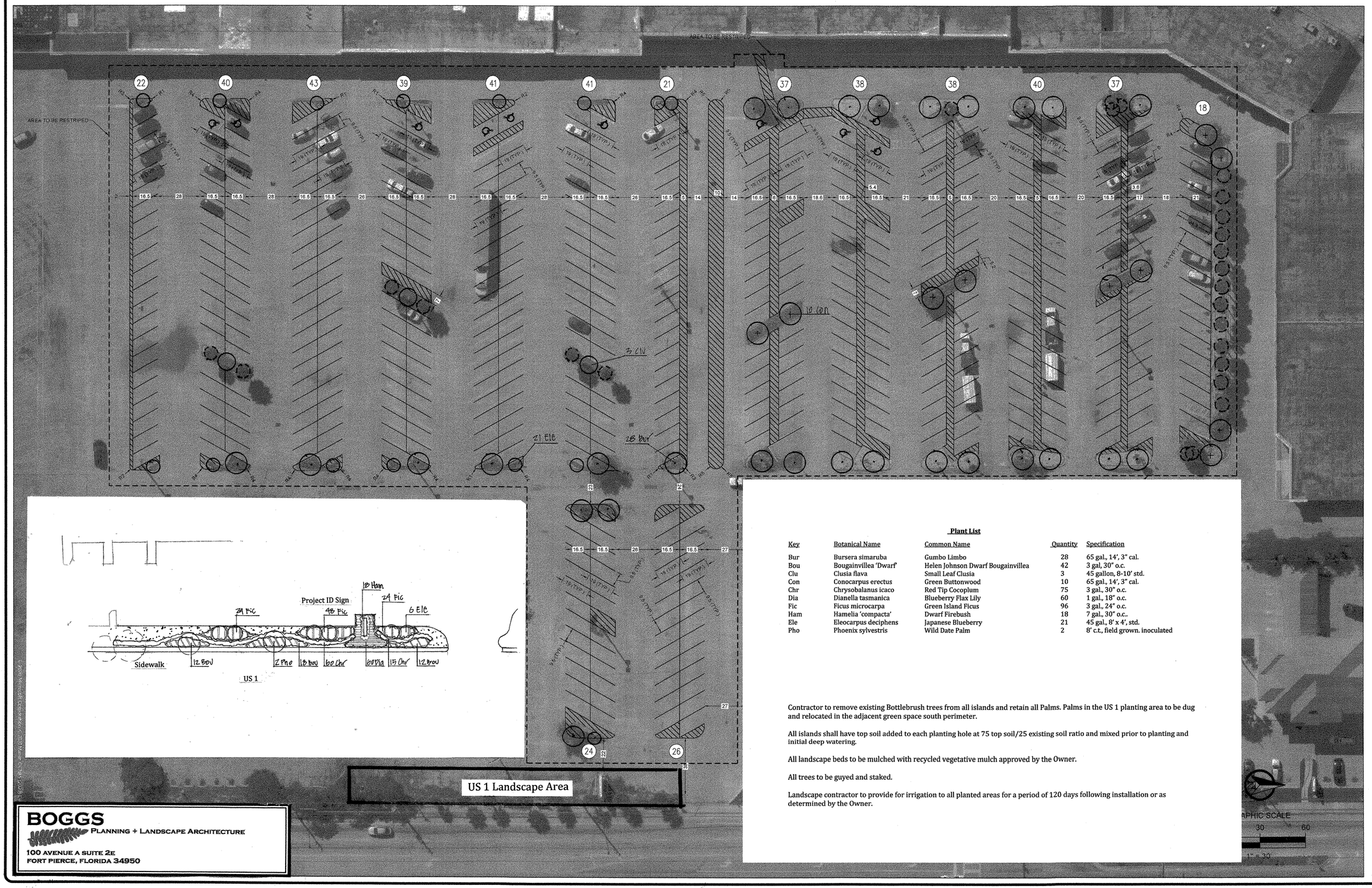
PARKING DATA

TOTAL PARKING PROVIDED: 505 SPACES

HANDICAPPED SPACES: 10 SPACES
(INCLUDED IN TOTAL)

NOTES:

1. ALL PARKING SPACES ARE TO BE 30° ANGLED PARKING STALLS.
2. UNLESS OTHERWISE NOTED, ALL PARKING STALL STRIPING TO BE 4" WIDE SINGLE SOLID WHITE STRIPE.
3. UNLESS OTHERWISE NOTED, ALL STANDARD PARKING SPACES ARE TO BE 9.5' WIDE BY 19' DEEP.
4. HANDICAPPED SPACES ARE TO BE 12' WIDE BY 19' DEEP WITH A 5' WIDE STRIPED ACCESS ROUTE AND BE IN ACCORDANCE WITH ADA GUIDELINES AND REGULATIONS.
5. ALL INTERIOR ISLANDS ARE TO BE STRIPED 4" WIDE SINGLE SOLID WHITE DIAGONAL STRIPE 45° ANGLED 3'-0" O.C.
6. IF AN EXISTING LIGHT POLE IS LOCATED IN A SPACE, THEN THAT SPACE IS TO BE STRIPED AS AN INTERIOR ISLAND.



Plant List

Key	Botanical Name	Common Name	Quantity	Specification
Bur	Bursera simaruba	Gumbo Limbo	28	65 gal., 14', 3" cal.
Bou	Bougainvillea 'Dwarf'	Helen Johnson Dwarf Bougainvillea	42	3 gal, 30" o.c.
Clu	Clusia flava	Small Leaf Clusia	3	45 gallon, 8-10' std.
Con	Conocarpus erectus	Green Buttonwood	10	65 gal., 14', 3" cal.
Chr	Chrysobalanus icaco	Red Tip Cocoplum	75	3 gal., 30" o.c.
Dia	Dianella tasmanica	Blueberry Flax Lily	60	1 gal., 18" o.c.
Fic	Ficus microcarpa	Green Island Ficus	96	3 gal., 24" o.c.
Ham	Hamelia 'compacta'	Dwarf Firebush	18	7 gal., 30" o.c..
Ele	Eleocarpus deciphens	Japanese Blueberry	21	45 gal., 8' x 4', std.
Pho	Phoenix sylvestris	Wild Date Palm	2	8' c.t., field grown. inoculated

Contractor to remove existing Bottlebrush trees from all islands and retain all Palms. Palms in the US 1 planting area to be dug and relocated in the adjacent green space south perimeter.

All islands shall have top soil added to each planting hole at 75 top soil/25 existing soil ratio and mixed prior to planting and initial deep watering.

All landscape beds to be mulched with recycled vegetative mulch approved by the Owner.

All trees to be guyed and staked.

Landscape contractor to provide for irrigation to all planted areas for a period of 120 days following installation or as determined by the Owner.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

GRAPHIC SCALE
30 0 60
1" = 30'

REDTAIL LLC
p. 561.302.4304
radia@redtailllc.com

CB — DESIGNED BY
CB — DRAWN BY
RDTL-SIT.DWG — FILENAME
SIT — LAYOUT
1" = 20' — SCALE
8/17/2020 — DATE

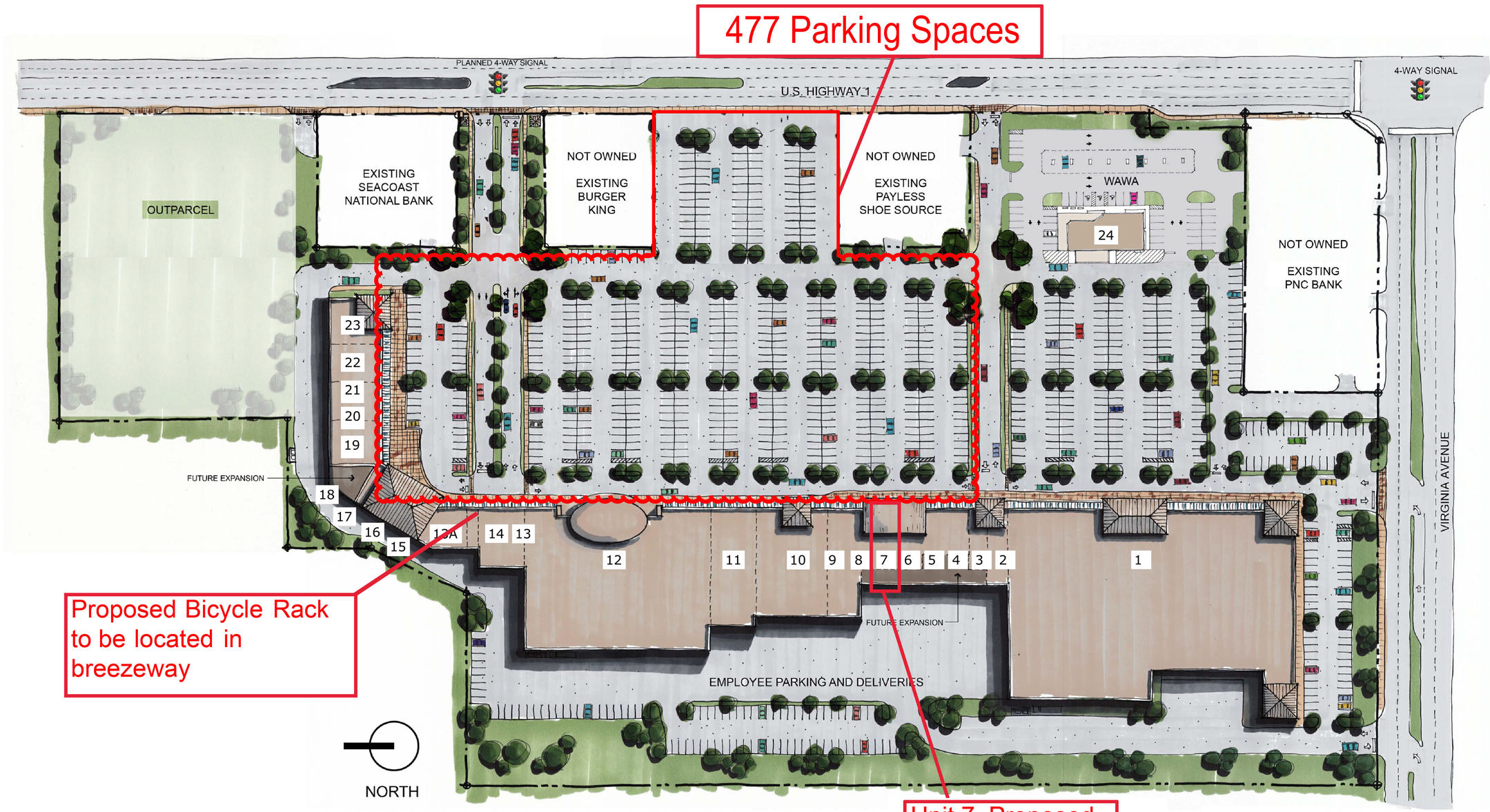
REVISION COMMENTS — DATE

GATEWAY PLAZA
Landscape Plan
FT. PIERCE FLORIDA

00-001

1 OF 1

Cad file name: C:\Users\cbeauchamp\Desktop\FW__gateway_plaza_cad\RDTL-SIT.dwg 06/22/20



TENANT ROSTER

UNIT	TENANTS		S.F.	UNIT	TENANTS		S.F.	UNIT	TENANTS		S.F.
1	VACANT	(2111)	88,732	10	AARON RENTS	(2044)	10,508	18	BARGAIN BUYS	(1991)	2,200
2	VACANT	(2107)	2,500	11	VACANT	(2041)	8,990	19	TOP'S CHINA BUFFET	(1987)	3,750
3	$9.99 SHOE FACTORY	(2103)	2,000	12	VACANT	(2009)	44,198	20	VACANT	(1981)	2,800
4	CASH SERVICES	(2059)	1,200	13	VACANT	(2003)	2,200	21	VACANT	(1975)	2,800
5	JACKSON HEWITT	(2057)	960	13A	LITTLE CAESARS	(1999)	2,035	22	VACANT	(1971)	4,200
6	MEN'S RAGS	(2053)	3,790	14	VACANT	(2001)	2,600	23	VACANT	(1963)	3,750
7	VACANT	(2051)	2,000	15	FANCY NAILS	(1997)	1,100	24	WAWA		5,943
8	VACANT	(2049)	2,000	16	ADVANCE AMERICA	(1995)	1,100				
9	FAMILY DOLLAR	(2047)	9,372	17	VACANT	(1993)	1,375				

SHOPPING CENTER PARKING

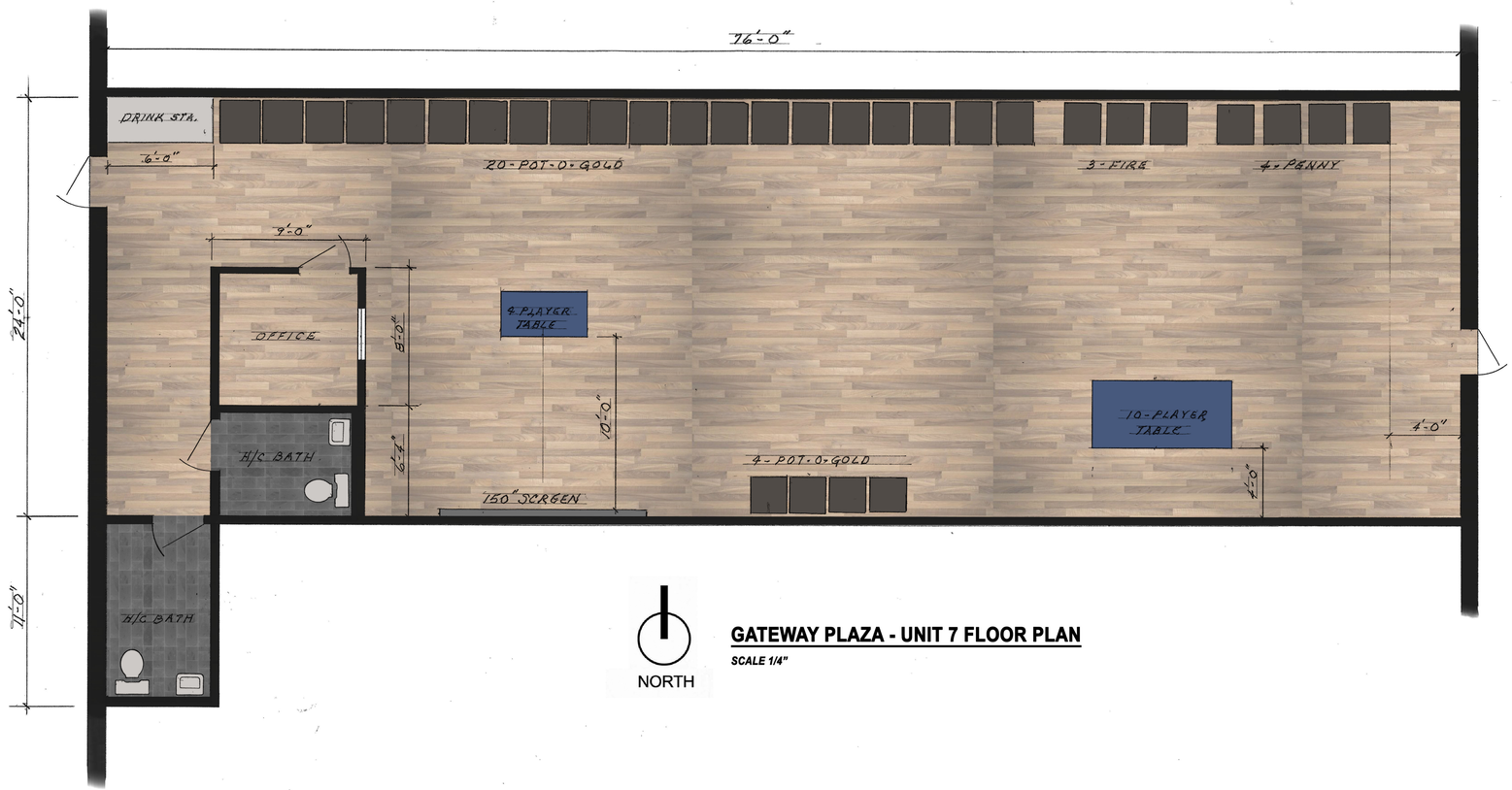
UNITS	S.F.	REQUIRED	PROVIDED
TOTAL SHOPPING CENTER *(INCLUDES UNITS 2-23 - NOT UNIT 7)* [1 SPACE PER 250 G.F.A FOR SHOPPING CENTER > 50K S.F.]	115,428	462	477
UNIT 7 [0.75 SPACE PER AMUSEMENT MACHINE] - 31 TOTAL AMUSEMENT MACHINES	2,000	24	24

**PARKING FIELD DOES NOT UNCLUDE AREA EAST AND SOUTH OF KMART(UNIT 1) OR BEHIND THE SHOPPING CENTER*

THE MORRIS COMPANIES

REDTAIL DG

SEPTEMBER 30, 2020



NORTH

GATEWAY PLAZA - UNIT 7 FLOOR PLAN

SCALE 1/4"

Design by:
RICHARD A. JEMISON
P.O. Box 5616
Ft. Pierce, Fl. 34954
(772) 215-5623

BENCHMARK ENGINEERING
OF THE TREASURE COAST
806 DELAWARE AVE.
FT. PIERCE, FL. 34950
(772) 772-267-1399

09/05/20

SEAL	SOUTHERN PLAYERS, LLC	SHEET
BOWDOIN HUTCHINSON P.E. #70878	ARCADE 2051 S US HWY 1. FT. PIERCE, FLORIDA	1 OF 1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

September 29, 2020

Tod Mowery
100 S. 2nd Street
Fort Pierce, FL 34949

Subject: **2051 S. US Highway 1 - Pre-Application Comments**
September 30, 2020 Conference Call

Dear Mr. Mowery,

Below please find received comments from the City of Fort Pierce and applicable entities:

Fort Pierce Planning:

These comments are based on the documents that are submitted at this time.

1. A Landscape Plan pursuant to City Code 123-37 shall be provided at the time of Application that is signed and sealed by a Florida Registered Landscape Architect.
   The shopping plaza is set to have all landscape islands upgraded within the next 60 days. We recently located an old well and improvements were made this past 2 weeks to the irrigation to provide irrigation water to the site. The site has not had irrigation for over 9 years. The landscape islands will have Gumbo Limbo trees and the islands will all be sodded versus mulch. Island curbs are being repaired beginning in 10 days, followed by landscape installation and then a seal coat of the center.
2. A Lighting Plan or Photometric Survey shall be provided at the time of Application that complies with parking lot lighting pursuant to City Code 125-315(j)(1)(a). **Not applicable**
3. Application for Conditional Use with No Construction will need to be submitted as an arcade amusement center/amusement arcade is a Conditional Use within the C-3 Zoning district. **Included**
4. Stop signs and stop bars will need to be placed in proper intersection locations throughout the property. **To be provided as we seal coat in the very near future.**
5. Adhere to City Code Section 125-325, Amusement Arcades and Arcade Amusement. **So Noted**
6. Provide a parking plan that demonstrates there will be enough parking spaces on site to support the proposed arcade and the other existing businesses and units in the plaza. **Please see Tenant Plan**
7. How many machines are being proposed? **31 Total**
8. What is your timeline for application submission? **September 2020**
9. Prior to submitting your Conditional Use Application, schedule an in-take meeting (can be virtually) to ensure that your application packet is complete. **So Noted**
10. Note that all fees for advertising, mailing, and signs shall be paid upfront with the application fees. These fees can be found on the City website under the Planning Departments page under "*Public Notice Fee*". The City also temporarily reduced some application fees and those can be found under the link "*Fee Schedule – Temporarily Reduced Fees Expire 11/30/2020*". **OK**

11. Please note that the City of Fort Pierce adopted a new Code of Ordinances effective July 20, 2020. This new code represents a renumbering and reshuffling of code sections from what the current code reflects. The new Planning sections will start with Chapter 111, which is Historic Preservation through Chapter 125, which is Zoning. Should you have any questions the new proposed code can be found on the City website, under The Planning Department. **So Noted**

Fort Pierce Engineering:

Below please find engineering pre-application comments:

1. No Comments at this time.

Fort Pierce Code Enforcement:

1. No comments at this time.

FPUA

1. W/WW Engineering:
   - W/WW Engineering: Location is presently receiving water and wastewater service from FPUA (onsite collection and transmission system is owned and operated by property owner). If a modification of service is required, please contact James Carnes @ 466-1600 ext. 3472.
2. Electric & Gas Engineering: Approved:
   - Electric service is available to the unit (Existing service is fed from a 500kVA, 120/208V pad mounted transformer). For more information and project coordination, please contact Sal Scimeca.
     Engineering Technician II
     Electric and Gas Engineering
     1701 S. 37th Street, Fort Pierce, FL 34947
     sscimeca@fpua.com
     Office: (772)466-1600 Ext. 6957

Fort Pierce Building Comments:

1. This proposed use is a Change of Occupancy to Assembly. As such, a Building Permit is required including a Life Safety floor plan showing Exits, Exit paths of Travel, Occupant Loads, Design Criteria and Code Analysis, etc. will be required, along with Commercial Renovation plans submitted with a Permit Application. These permit documents must be designed by a Florida licensed Architect/Engineer. FBC possibly requires Fire Sprinkler. This will be determined according to square footage and Occupant Load.

2. Building Department reserves further comment until Permit Application is submitted.

Fort Pierce Urban Forester:

1. Submit a Tree Mitigation Survey (if required) and Landscape Plan for Review at time of application.

St. Lucie County Fire District

1. The SLCFD has no comments at this time. The SLCFD reserves the right to provide future comments at the time of the building permit process. If you have any questions or concerns, please reach out to me for clarification. Paul Langel: PLangel@slcfd.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

November 18, 2020

Tod Mowery – Redtail DG
100 S. 2nd Street
Fort Pierce, FL 34950

Subject: **Conditional Use – Gateway Plaza Arcade 2051 S. US Highway 1**
Technical Review Project # 20-04000019

Fort Pierce Planning:

1. Note that pursuant to City Code 125-325 all site landscaping must comply with the City's Landscape Ordinance prior to the issuance of a business tax receipt. **So Noted. Landscape contract has been awarded to install landscaping in existing islands and to also develop new landscape strip from the BK south to the north side of the former Payless Shoestore.**
2. Note that pursuant to City Code 125-325 all lighting for the parking lot area must comply with the City's lighting requirements contained in City Code 125-315 (j)(1)(a) prior to the issuance of a business tax receipt. **So noted. Per discussions with staff, the parking field on the east side of the subject site will be addressed by removing all of the broken light fixtures and replacing any non working light element. In addition, all lighting underneath the retail canopies will be updated to improve lighting for all shoppers and tenants.**
3. What are the hours of operation? Include this in the narrative. **Hours will be as provided by City Code for weekday and weekend operations 8am to 12am and 8am to 2am.**
4. Provide a floor plan for the business - **Reattaching floor plan for your reference.**
5. Demonstrate written compliance with all design standards contained within City Code 125-325. **- Provided under separate letter.**

Please provide a written response to all TRC comments and provide an electronic submittal of materials (complete submittal packet). 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@cityoffortpierce.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: 11.19.20
Property Address: Conditional Use with No New Construction – Gateway Plaza Arcade – 2051 S. US Highway 1

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

Response - So noted. Thank you. Items will be dealt with at time of Tenant Improvement Building Permit and Business License.

Additional Comments/Requirements: _____

Building Official's or Representative's Signature _____ Date: 11/17/2020

Technical Review Committee meeting

November 19th, 2020

Case # 20-04000019

Planner: Brandon Creagan

Conditional Use, No New Construction

2051 South Us-1, Ft. Pierce (Gateway Plaza Arcade)

Comments:

Overall, there are no concerns with regards to the business itself and the desire for it to be located within the re-imagined Gateway Plaza, which, has undergone (and still undergoing) extensive renovation and updates. However, as of 11/15/20, the luminaires for approximately 2/3 of the public parking area (southern 2/3, the northern 1/3 are operational) are not operational after dark. Therefore, for safety reasons, it is recommended that the business do not commence operation until the luminaires in the parking lot are repaired / replaced and operates to the required standards set forth by city code.

Response: Lights will be updated as noted in our response letter. Thank you

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

November 19, 2020

TECHNICAL REVIEW PROJECT # 20-04000019

Conditional Use – Gateway Plaza Arcade – 2051 S. US Highway 1

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: Approved. Electric service is available to the unit (Existing service is fed from a 500kVA, 120/208V pad mounted transformer). For more information and project coordination, please contact Sal Scimeca @ 772-466-1600 ext. 6957

Response - So noted. Thank you

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Gateway Plaza Arcade

REVIEW DATE: 11/10/2020

PLANNER: BRANDON CREAGAN

REVIEWED BY: Captain Wayne Boyer

Site Plan Approved: _____

Site Plan Approved with conditions: ___X____

Site Plan Approval withheld pending written acknowledgement of conditions: _____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1) **Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review. The project will have to meet all of the Occupancy requirements at that time to be in compliance with the currently adopted version of the Florida Fire Prevention Codes.**

Response - So noted. Thank you

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk 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.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

05/01/2022

Subscribed and sworn to before on May 2, 2022:

Notary, State of WI, County of Brown

My commission expires 9.19.25

VICKY FELTY
Notary Public
State of Wisconsin

Publication Cost: $107.64
Ad No: 0005225062
Customer No: 1330883
PO #:

# of Affidavits: 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, will on Monday, May 16, 2022 hold a Public Hearing in the City Hall Commission Chambers, 100 North US Highway 1, Fort Pierce, Florida, at their meeting which begins at 4:30, to consider the correction of a scriveners error on the Conditional Use approval from March 1, 2021 for the operation of a 33-machine arcade amusement center at 2051 South US Highway 1 in Fort Pierce, FL. The floor plan presented and approved by the City Commission actually showed 45 machine slots rather than the 33 machines included in the narrative. The property is zoned General Commercial (C-3). Parcel ID: 2415-313-0005-010-9. Staff is recommending that the conditional use approval be corrected to reflect 45 machines as shown on the floor plan.

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 US Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 5/1/2022
TCN5225062

City Commission Regular Meeting - 4:30 pm **12. d.**

Meeting Date: 05/16/2022

Re: 22-013 Savannah Lakes CDD

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 22-013 amending the Community Development District boundary of the Preserve at Savannah Lakes. SECOND READING

SUMMARY:

The Preserve at Savannah Lakes Community Development District has filed a petition to amend the district boundaries to include an additional 7.17 acres of land.

RECOMMENDATION:

Adopt Ordinance 22-013

ALTERNATIVES:

Adopt with amendments to do not approve.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Tanya Earley, City Attorney
Jere Earlywine, Attorney for Applicant

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

22-013
Petition
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/19/2022 11:18 AM

Form Started By: Linda Cox Started On: 04/19/2022 09:05 AM
Final Approval Date: 05/03/2022

ORDINANCE NO. 22-013

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING ORDINANCE NO. 21-035, ESTABLISHING THE **PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT** PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AMENDING THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 1, 2021, the City Commission of the City of Fort Pierce, Florida ("**Commission**"), adopted Ordinance No. 21-035, which established the Preserve at Savannah Lakes Community Development District ("**District**"); and

WHEREAS, on or about March 16, 2022, the District filed the *Petition to Amend the Boundaries of the Preserve at Savannah Lakes Community Development District* ("**Petition**"), to amend Ordinance No. 21-035, adding approximately 7.17 acres to the District, described in **Exhibit A**, attached hereto, as the additional area of land for which the District is authorized to manage and finance basic service delivery; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition at a duly noticed public hearing conducted by the Commission on May 16, 2022; and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the amendment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City's comprehensive plan; that the land within the District, as amended, is of sufficient size; is sufficiently compact and is sufficiently contiguous to be developable as a functionally interrelated community; that the District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District; that the community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services; and that the area that will be served by the District, as amended, is amenable to separate special-district governance; and,

WHEREAS, the amendment of the District shall not act to amend any land development approvals and/or regulations governing the land area to be included within the District; and

WHEREAS, the District, as amended, will continue to constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition.

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

SECTION 1. Authority. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980 codified in Chapter 190, Florida Statutes. Nothing contained herein shall constitute an amendment to any land development approvals for the land area included within the District.

SECTION 2. District External Boundaries. The external boundaries of the District, as amended, are described in **Exhibit "A"** attached hereto, said boundaries encompassing 132.69 acres, more or less.

SECTION 3. Severability. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 4. No Codification. This ordinance shall not be codified, but the City Clerk shall retain this Ordinance as a permanent record of action taken by the Commission.

SECTION 5. Conflicts. All ordinances in conflict herewith are hereby repealed.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon passage at second reading/public hearing.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya Earley
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. 22-013 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on April 22, 2022; 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 May 2, 2022; and was duly introduced, read by title only, and passed on second and final reading May 16, 2022, 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 May 16, 2022.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:
The subject property is a parcel of land lying in Sections 26, 27, 34, and 35, Township 35 South, Range 40 East, St. Lucie County, Florida, containing approximately 120 acres of land, being more particularly described as follows:

From the Northwest corner of the East ½ of the Southeast ¼ of said Section 27, run South 89°15'56" East a distance of 130 feet; thence run South 2°4'47" West parallel to the West line of the East ½ of the Southeast ¼ of Section 27, 2,276.62 feet to the POINT OF BEGINNING; thence, continue South 02°04'47" West a distance of 373.59 feet to the South line of said Section 27; thence run South 0°35'43" West in Section 34 a distance of 1,500.94 feet; thence run South 89°27'30" East a distance of 1,206.73 feet to the East line of said Section 34; thence continue South 89°27'30" East into Section 35 a distance of 175 feet; thence run South 0°28'00" West a distance of 80 feet; thence run South 89°27'30" East a distance of 1,369.20 feet to the West line of the property owned by the City of Ft. Pierce; thence run North 0°40' East along said City property line a distance of 1,580.6 feet to the North line of said Section 35; thence continue North 0°40' East into Section 26 a distance of 364.16 feet; thence run North 89°15'56" West, a distance of 2,743.75 feet to the POINT OF BEGINNING.

Parcel 2:
The North ½ of the North ½ of the North ½ of the Northwest ¼ of the Northeast ¼, in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida; less right-of-way for U.S. No. 1.

Parcel 3:
That part of the South 275.00 feet of the SW 1/4 of the SE 1/4 of Section 27, Township 35 South, Range 40 East, lying East of U.S. Highway No. 1, less the North 25.00 feet and the East 15.00 feet for Right-Of-Way, all lying and being in St. Lucie County, Florida.

Overall, parcel area 132.69 acres (more or less).

PETITION TO AMEND THE BOUNDARIES OF PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine
Florida Bar No.155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
(850) 528-6152 (telephone)

BEFORE THE CITY COMMISSION OF
THE CITY OF FORT PIERCE, FLORIDA

PETITION TO AMEND THE BOUNDARIES OF
PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Preserve at Savannah Lakes Community Development District ("District"), a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and City of Fort Pierce Ordinance No. 21-035, and located entirely within the boundaries of the City of Fort Pierce, Florida, hereby petitions the City Commission of the City of Fort Pierce, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance No. 21-035 to add approximately 7.17 acres to the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within the City of Fort Pierce, Florida ("City"). **Exhibit 1** depicts the general location of the existing District, as well as the general location of the Expansion Parcel (defined herein). **Exhibit 1** also depicts the general location of the District, as amended. The District currently covers approximately 125.52 acres of land. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District ("Expansion Parcel") which comprise approximately 7.17 acres, are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 132.69 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended ("Amended District").

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5.** The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2022-27 at **Exhibit 6,** constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The District has lawfully held elections of Board Supervisors as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are Michael Caputo, Tim Smith, John Seifel, Greg Meath and Candice Smith.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. Major Water and Wastewater Facilities. **Exhibit 8** shows the existing and proposed major trunk water mains and sewer interceptors and outfalls to be included within the Amended District, as well as the proposed drainage patterns for lands within the Amended District.

7. District Facilities and Services. **Exhibit 9** describes the type of facilities the District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the

infrastructure serving lands within the Amended District are also identified in **Exhibit 9**. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed between 2022 and 2025. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Agent Authorization. The Petitioner is authorized to do business in the state of Florida. The Petitioner has designated Jere Earlywine of KE Law Group, PLLC, as its authorized agent. See **Exhibit 11.** Copies of all correspondence and official notices should also be sent to::

Jere Earlywine
jere@kelawgroup.com
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

10. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the City. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Commission of the City of Fort Pierce, Florida:

a. Schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes; and

b. Grant the petition and amend Ordinance No. 21-035 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

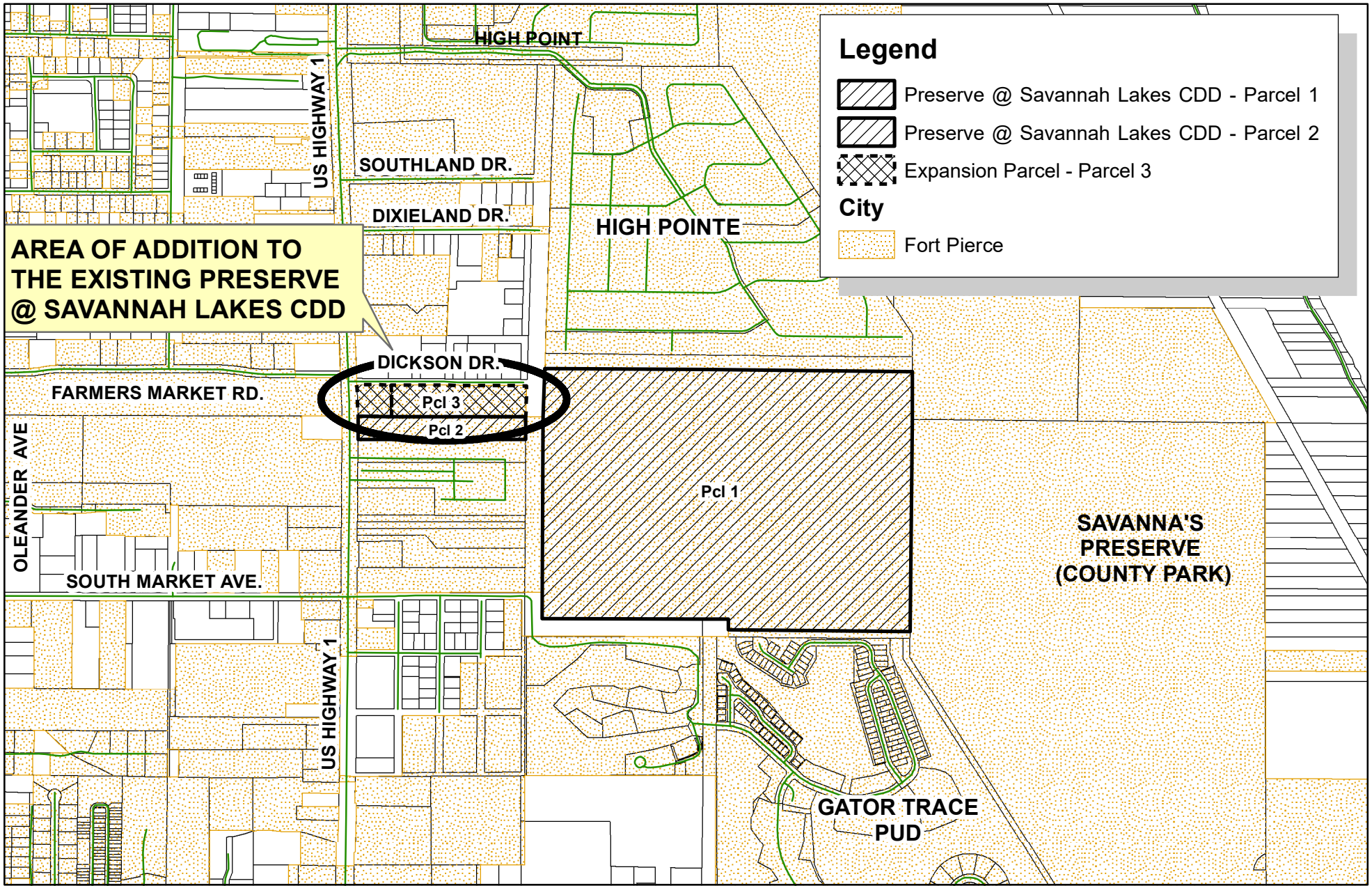
RESPECTFULLY SUBMITTED, this 16th day of March, 2022.

KE LAW GROUP, PLLC



Jere Earlywine
Florida Bar No. 155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
(850) 528-6152 Telephone

EXHIBIT 1



AREA LOCATION MAP

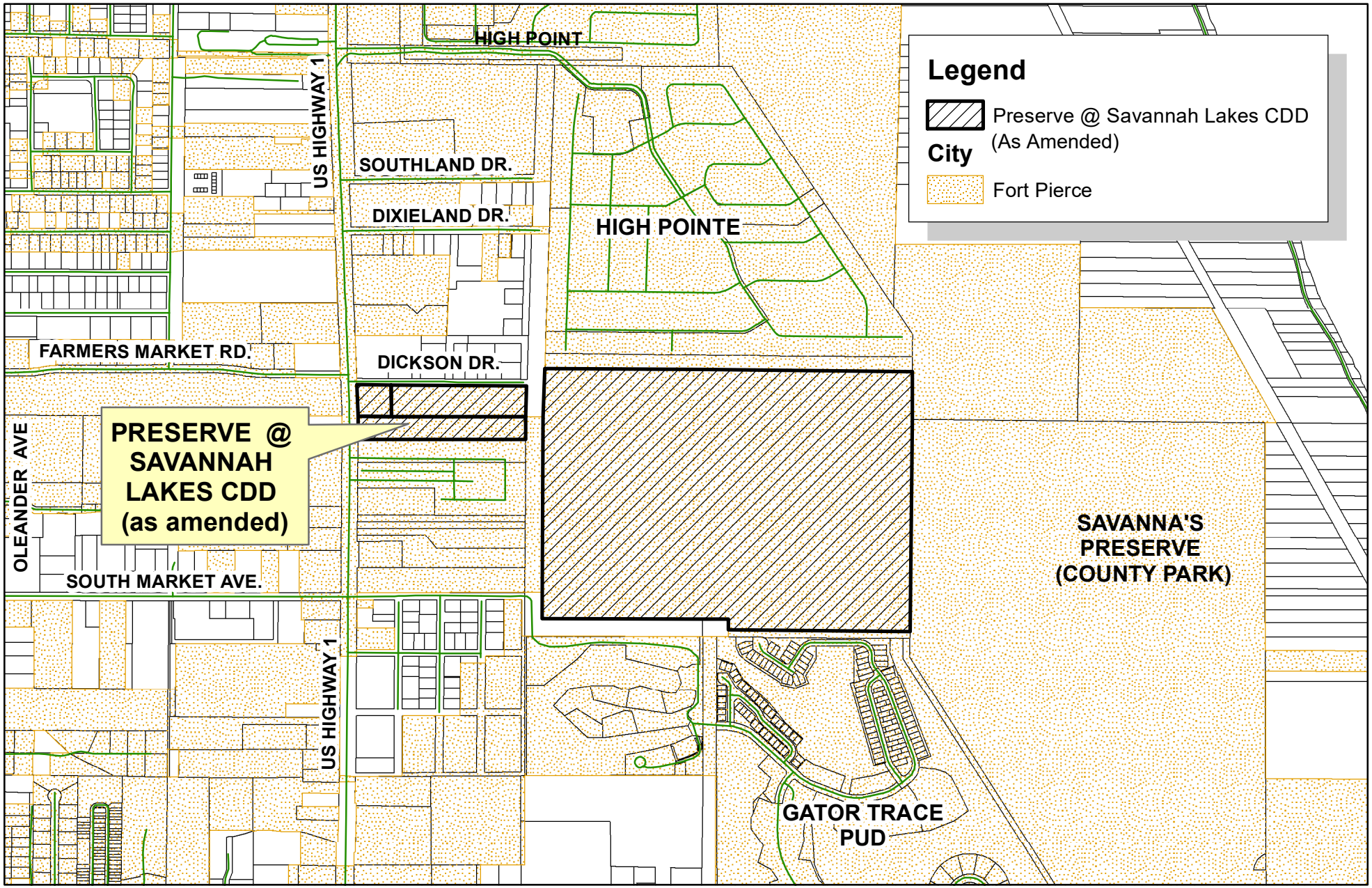
PRESERVE @ SAVANNAH LAKES COMMUNITY DEV. DISTRICT

N
W E
S

1 in = 1,000 ft

EXHIBIT __

CULPEPPER & TERPENING INC
CONSULTING ENGINEERS | LAND SURVEYORS



AREA LOCATION MAP

PRESERVE @ SAVANNAH LAKES COMMUNITY DEV. DISTRICT

N
W E
S

1 in = 1,000 ft

EXHIBIT __

CULPEPPER & TERPENING INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT 2

DESCRIPTION

AutoCAD SHX Text
%%UDESCRIPTION

Parcel 1:

The subject property is a parcel of land lying in Sections 26, 27, 34, and 35, Township 35 South, Range 40 East, St. Lucie County, Florida, containing approximately 120 acres of land, being more particularly described as follows:

From the Northwest corner of the East ½ of the Southeast ¼ of said Section 27, run South 89°15'56" East a distance of 130 feet; thence run South 2°4'47" West parallel to the West line of the East ½ of the Southeast ¼ of Section 27 2,276.62 feet to the POINT OF BEGINNING; thence, continue South 2°4'47" West a distance of 373.59 feet to the South line of said Section 27; thence run South 0°35'43" West in Section 34 a distance of 1,500.94 feet; thence run South 89°27'30" East a distance of 1,206.73 feet to the East line of said Section 34; thence continue South 89°27'30" East into Section 35 a distance of 175 feet; thence run South 0°28' West a distance of 80 feet; thence run South 89°27'30" East a distance of 1,369.20 feet to the West line of the property owned by the City of Ft. Pierce; thence run North 0°40' East along said City property line a distance of 1,580.6 feet to the North line of said Section 35; thence continue North 0°40' East into Section 26 a distance of 364.16 feet; thence run North 89°15'56" West, a distance of 2,743.75 feet to the POINT OF BEGINNING.

Parcel 2:

The North ½ of the North ½ of the North ½ of the Northwest ¼ of the Northeast ¼, in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida; less right-of-way for U.S. No. 1.

Overall parcel 1 contains 120.69 Acres and parcel 2 contains 4.83 acres, more or less.

ALTA/NSPS LAND TITLE SURVEY
PRESERVE AT SAVANNAH LAKES
PREPARED FOR

KOLTER HOMES

SITUATED IN

SECTIONS 26, 27, 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA

NOTES

1) Reproductions of this map are not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground Utilities, foundations and improvements were not located as part of this survey.
4) Overall parcel 1 contains 120.69 Acres and parcel 2 contains 4.83 acres, more or less.
5) The last date of field work was April 28, 2021.
6) The West line of Section 35, Township 35 South, Range 40 East is assumed to bear N00°16'38"E and all other bearings shown hereon are relative thereto.
7) Both parcels are located within an areas having a Flood Zone Designation "X", and AH (EL=16') by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0189 K with a date of identification of February 19, 2020, for Community Number 120286, in the city of Fort Pierce, St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said Premises is situated. The exact designation can only be determined by an elevation certificate. No additional search of the public records has been preformed. There may be additional map Amendments affecting this property.
8) Wetlands were located by EW Consulants on May 07, 2021.
9) This survey was prepared with the benefit of Old Republic National Title Insurance Company Commitment No. 1036672 A1, dated March 30, 2021 at 11:00 pm. The surveyed land is the same land described in the Title Commitment.
10) The features shown hereon were acquired using RTK GPS and Trigonometric Methods and were verified through a redundancy of measurements for accuracy.

CERTIFICATION

To: Kolter Group Acquisitions LLC, a Florida limited liability company; Old Republic National Title Insurance Company; Karma Capital Investments LP, a Florida limited partnership;

This is to certify that 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/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6. 7, 8, 11, 13, 14, 16, 17, 19 and 20 of Table A thereof. The field work was completed on April 28, 2021.

Date of Plat or Map May 07, 2021.

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

DESCRIPTION

Parcel 1:

The subject property is a parcel of land lying in Sections 26, 27, 34, and 35, Township 35 South, Range 40 East, St. Lucie County, Florida, containing approximately 120 acres of land, being more particularly described as follows:

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The North ½ of the North ½ of the North ½ of the Northwest ¼ of the Northeast ¼, in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida; less right-of-way for U.S. No. 1.

GENERAL NOTES, LEGAL DESCRIPTION, & CERTIFICATIONS

COMPUTER FILE REF.	FIELD BK./PG.
21-054 alta.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

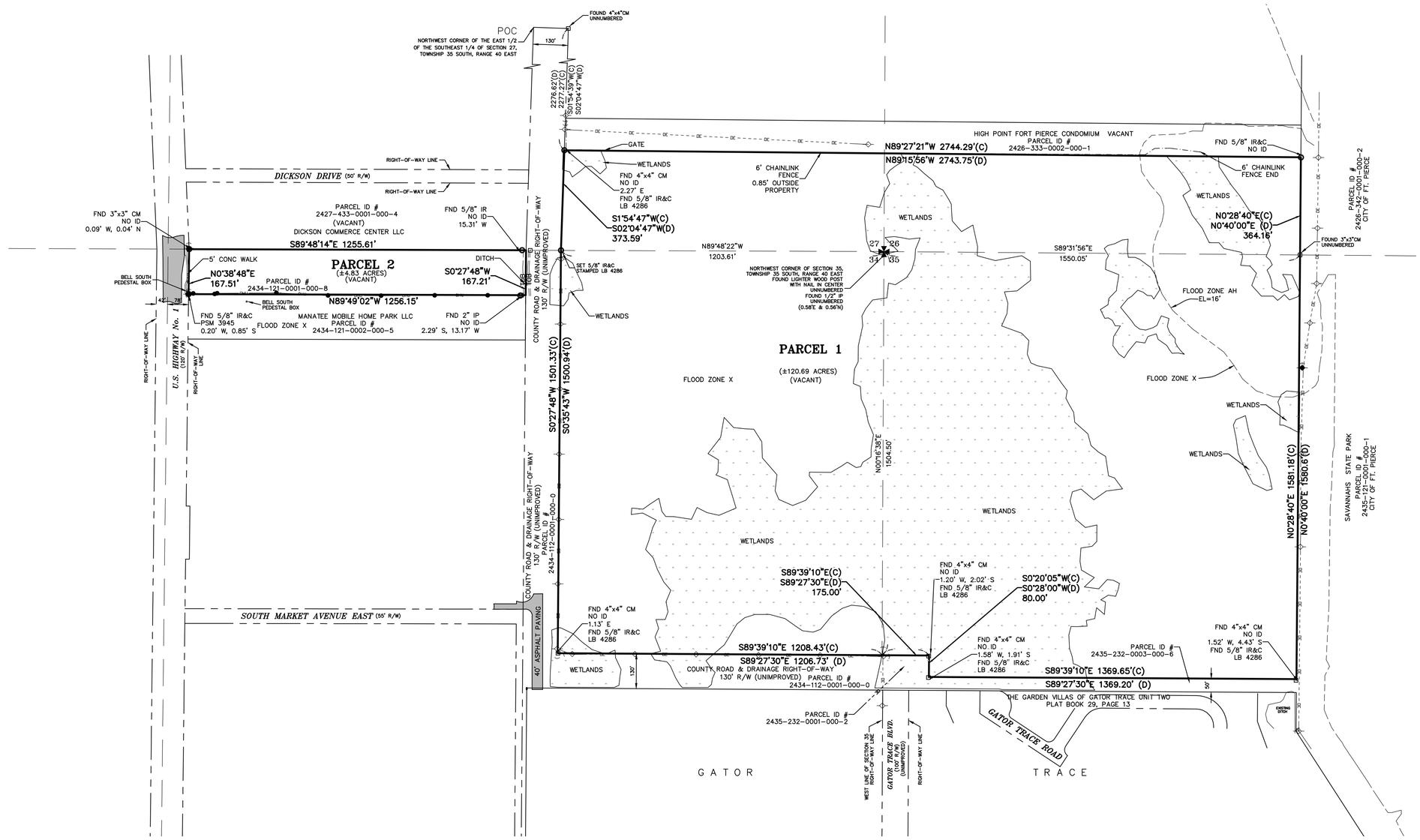
– REVISIONS –	BY	DATE

	BY	DATE
FIELD	GA	
CALCS.		
DRAWN	GLM	5-7-21
DETAILED		
CHECKED		
APPROVED		

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
PRESERVE AT SAVANNAH LAKES

DATE: 5-07-2021
HORIZ. SCALE: 1"=200'
VERT. SCALE: N/A
JOB No. 21-054
SHEET 1 OF 4

P:\Proj 2021\21 054 The Preserve at Savannah Lakes\Survey\21 054 The Preserve at Savannah Lakes.dwg



LEGEND

IR&C	=	Iron Rod with Plastic Cap
IP&C	=	Iron Pipe and Cap
IP	=	Iron Pipe
CM	=	Concrete Monument
PRM	=	Permanent Reference Monument
OHU	=	Over Head Utility
(P)	=	As shown on recorded plat.
(D)	=	Deed
(C)	=	Calculates by Field Measurement
R/W	=	Right of Way
LS	=	Land Surveyor
LB	=	License Business
P.L.S.	=	Professional Land Surveyor
	=	Wood Pole
	=	Anchor and Guy Wire
TYP.	=	Typical
P.B.	=	Plat Book
PG.	=	Page
O.R.B.	=	Official Records Book
No.	=	Number
℄	=	Center Line
BS	=	Bell South Service Box
BLDG.	=	Building
CONC.	=	Concrete
TOB	=	Top of Bank
CBS	=	Concrete Block Structure
ELEV	=	Elevation
INV	=	Invert
Δ	=	Included Angle
R	=	Radius Length
L	=	Arc Length
N.A.V.D.	=	North American Vertical Datum
N.G.V.D.	=	National Geodetic Vertical Datum
F.D.O.T.	=	Florida Department of Transportation
CMP	=	Corrugated Metal Pipe
RCP	=	Reinforced Concrete Pipe
±	=	Plus or Minus
	=	Drainage Manhole
	=	Sanitary Manhole
	=	Fire Hydrant
WV	=	Water Valve

GRAPHICS

COMPUTER FILE REF.	FIELD BK./PG.
21-054 alta.dwg	

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PRESERVE AT SAVANNAH LAKES

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VERT. SCALE: N/A
JOB No. 21-054
SHEET 2 OF 4

P:\Proj\2021\21-054 The Preserve at Savannah Lakes\Survey\21-054 The Preserve at Savannah Lakes.dwg

PARCEL 1

(±120.69 ACRES)
(VACANT)

N89°27'21"W 2744.29'(C)
N89°15'56"W 2743.75'(D)

FND 5/8" IR&C
NO ID

GATE

WETLANDS

6' CHAINLINK FENCE
0.85' OUTSIDE PROPERTY

6' CHAINLINK FENCE END

FND 4"x4" CM
NO ID
2.27' E
FND 5/8" IR&C
LB 4286

S1°54'47"W(C)
S02°04'47"W(D)
373.59'

N89°48'22"W
1203.67'

S89°31'56"E
1550.05'

N0°28'40"E(C)
N0°40'00"E (D)
364.16'

FOUND 3"x3"CM
UNNUMBERED

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

SET 5/8" IR&C
STAMPED LB 4286

NORTHWEST CORNER OF SECTION 35,
TOWNSHIP 35 SOUTH, RANGE 40 EAST
FOUND LIGHTER WOOD POST
WITH NAIL IN CENTER
UNNUMBERED
FOUND 1/2" IP
UNNUMBERED
(0.58'E & 0.56'N)

27 26
34 35

COUNTY ROAD & DRAINAGE RIGHT-OF-WAY
130' R/W (UNIMPROVED)

FLOOD ZONE AH
EL=16'

FLOOD ZONE X

FLOOD ZONE X

WETLANDS

WETLANDS

WETLANDS

WETLANDS

WETLANDS

WETLANDS

S02°27'48"W 1501.33'(C)
S0°35'43"W 1500.94' (D)

N0°01'38"E
1504.50'

N0°28'40"E 1581.18'(C)
N0°40'00"E 1580.8'(D)

SAVANNAHS STATE PARK

HURON

S89°39'10"E(C)
S89°27'30"E(D)
175.00'

FND 4"x4" CM
NO ID
1.20' W, 2.02' S
FND 5/8" IR&C
LB 4286

S6°20'05"W(C)
S0°28'00"W(D)
80.00'

FND 4"x4" CM
NO ID
1.13' E
FND 5/8" IR&C
LB 4286

FND 4"x4" CM
NO ID
1.58' W, 1.91' S
FND 5/8" IR&C
LB 4286

FND 4"x4" CM
NO ID
1.52' W, 4.43' S
FND 5/8" IR&C
LB 4286

S89°39'10"E 1208.43'(C)
S89°27'30"E 1206.73' (D)

S89°39'10"E 1369.65'(C)
S89°27'30"E 1369.20' (D)

40' ASPHALT PAVING COUNTY ROAD & DRAINAGE RIGHT-OF-WAY
130' R/W (UNIMPROVED)

COUNTY ROAD & DRAINAGE RIGHT-OF-WAY
130' R/W (UNIMPROVED)

30'

50'

THE GARDEN VILLAS OF GATOR TRACE UNIT TWO
PLAT BOOK 29, PAGE 13

TOPOGRAPHIC SURVEY
PARCEL 1

COMPUTER FILE REF.	FIELD BK./PG.
21-054 alta.dwg	

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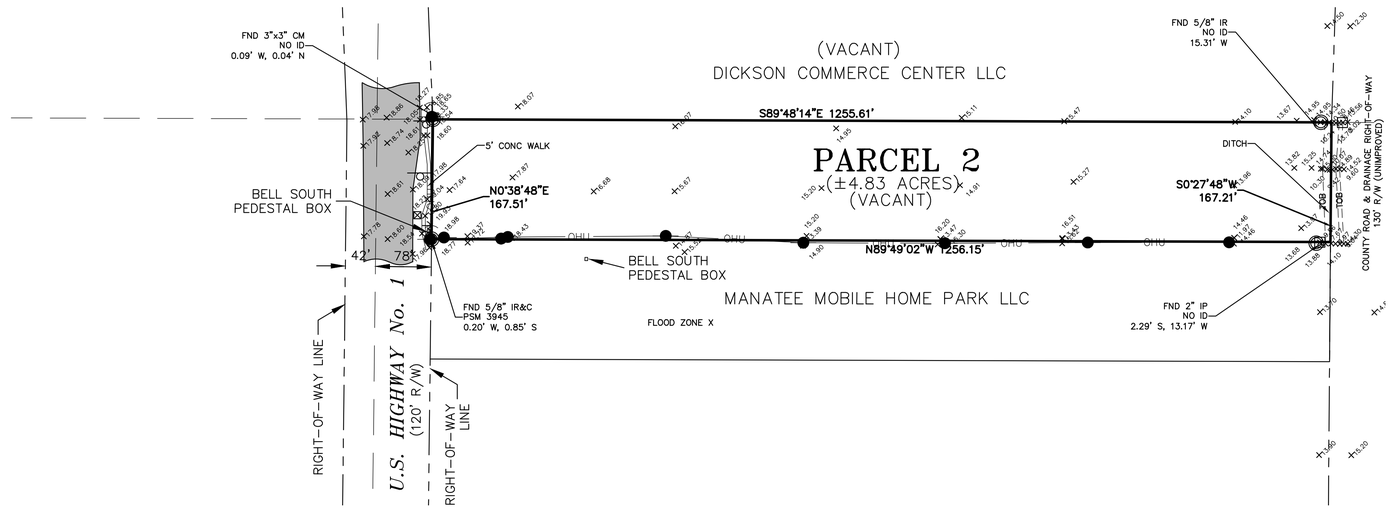
– REVISIONS –	BY	DATE

	BY	DATE
FIELD	GA	
CALCS.		
DRAWN	GLM	5-7-21
DETAILED		
CHECKED		
APPROVED		

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
PRESERVE AT SAVANNAH LAKES

DATE: 5-07-2021
HORIZ. SCALE: 1"=100'
VERT. SCALE: N/A
JOB No. 21-054
SHEET 3 OF 4

P:\Proj-2021\21-054 The Preserve at Savannah Lakes\Survey\21-054 The Preserve at Savannah Lakes.dwg



GRAPHIC SCALE

100 0 50 100

(IN FEET)

1 inch = 100 ft.

HURON

LEGEND

IR&C	=	Iron Rod with Plastic Cap
IP&C	=	Iron Pipe and Cap
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P.L.S.	=	Professional Land Surveyor
●—	=	Wood Pole
⟋	=	Anchor and Guy Wire
TYP.	=	Typical
P.B.	=	Plat Book
PG.	=	Page
O.R.B.	=	Official Records Book
No.	=	Number
℄	=	Center Line
B	=	Bell South Service Box
BLDG.	=	Building
CONC.	=	Concrete
TOB	=	Top of Bank
CBS	=	Concrete Block Structure
ELEV	=	Elevation
INV	=	Invert
Δ	=	Included Angle
R	=	Radius Length
L	=	Arc Length
N.A.V.D.	=	North American Vertical Datum
N.G.V.D.	=	National Geodetic Vertical Datum
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CMP	=	Corrugated Metal Pipe
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±	=	Plus or Minus
Ⓓ	=	Drainage Manhole
Ⓢ	=	Sanitary Manhole
	=	Fire Hydrant
	=	Water Valve

TOPOGRAPHIC SURVEY
PARCEL 2

COMPUTER FILE REF.	FIELD BK./PG.
21-054 alta.dwg	

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ALTA/NSPS LAND TITLE SURVEY
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JOB No. 21-054
SHEET 4 OF 4

P:\Proj-2021\21-054 The Preserve at Savannah Lakes\Survey\21-054 The Preserve at Savannah Lakes.dwg

EXHIBIT 3

LEGAL DESCRIPTION OF
EXPANSION PARCEL

Parcel 3:
That part of the South 275.00 feet of the SW 1/4 of the SE 1/4 of Section 27, Township 35 South, Range 40 East, lying East of U.S. Highway No. 1, less the North 25.00 feet and the East 15.00 feet for Right-Of-Way, all lying and being in St. Lucie County, Florida.

Overall parcel 3 contains 7.17 acres, more or less.

ALTA/NSPS LAND TITLE SURVEY
PRESERVE AT SAVANNAH LAKES
PREPARED FOR

KOLTER HOMES

SITUATED IN

SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST ST. LUCIE COUNTY, FLORIDA

NOTES

1) Reproductions of this map are not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground Utilities, foundations and improvements were not located as part of this survey.
4) Overall parcel contains 7.177 Acres, more or less.
5) The last date of field work was November 17, 2021.
6) The South line of Section 27, Township 35 South, Range 40 East is assumed to bear N89°50'51"W and all other bearings shown hereon are relative thereto.
7) Parcels is located within an areas having a Flood Zone Designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0189K with a date of identification of February 19, 2020, for Community Number 120286, in the city of Fort Pierce, St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said Premises is situated. The exact designation can only be determined by an elevation certificate. No additional search of the public records has been preformed. There may be additional map Amendments affecting this property.
8) This survey was prepared with the benefit of Fidelity National Title Insurance Company Order No. 9948774, dated September 30, 2021 at 11:00 pm. The surveyed land is the same land described in the Title Commitment.
9) The features shown hereon were acquired using RTK GPS and Trigonometric Methods and were verified through a redundancy of measurements for an expected horizontal and vertical accuracy of 0.10'
10) There are no gaps, gores or overlaps between the subject parcel and the parcel (2423-121-0001-000-8) to the South. The subject parcel has contigious access to public right-of ways on three sides.

DESCRIPTION

That part of the South 275.00 feet of the SW 1/4 of the SE 1/4 of Section 27, Township 35 South, Range 40 East, lying East of U.S. Highway No. 1, less the North 25.00 feet and the East 15.00 feet for Right-Of-Way, all lying and being in St. Lucie County, Florida.

CERTIFICATION

To: Kolter Group Acquisitions LLC, a Florida limited liability company; Shuffield Lowman & Wilson, P.A.; SK Savannah Lakes LLC; Fidelity National Title Insurance Company; Nason, Gerson, Harris & Fumero, P.A.

This is to certify that 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/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items none of Table A thereof. The field work was completed on November 17, 2021.

Date of Plat or Map November 19, 2021.

THOMAS P. KIERNAN — SIGNATURE DATE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

GENERAL NOTES, LEGAL DESCRIPTION, & CERTIFICATIONS

COMPUTER FILE REF.	FIELD BK./PG.
21-054 bndy2.dwg	

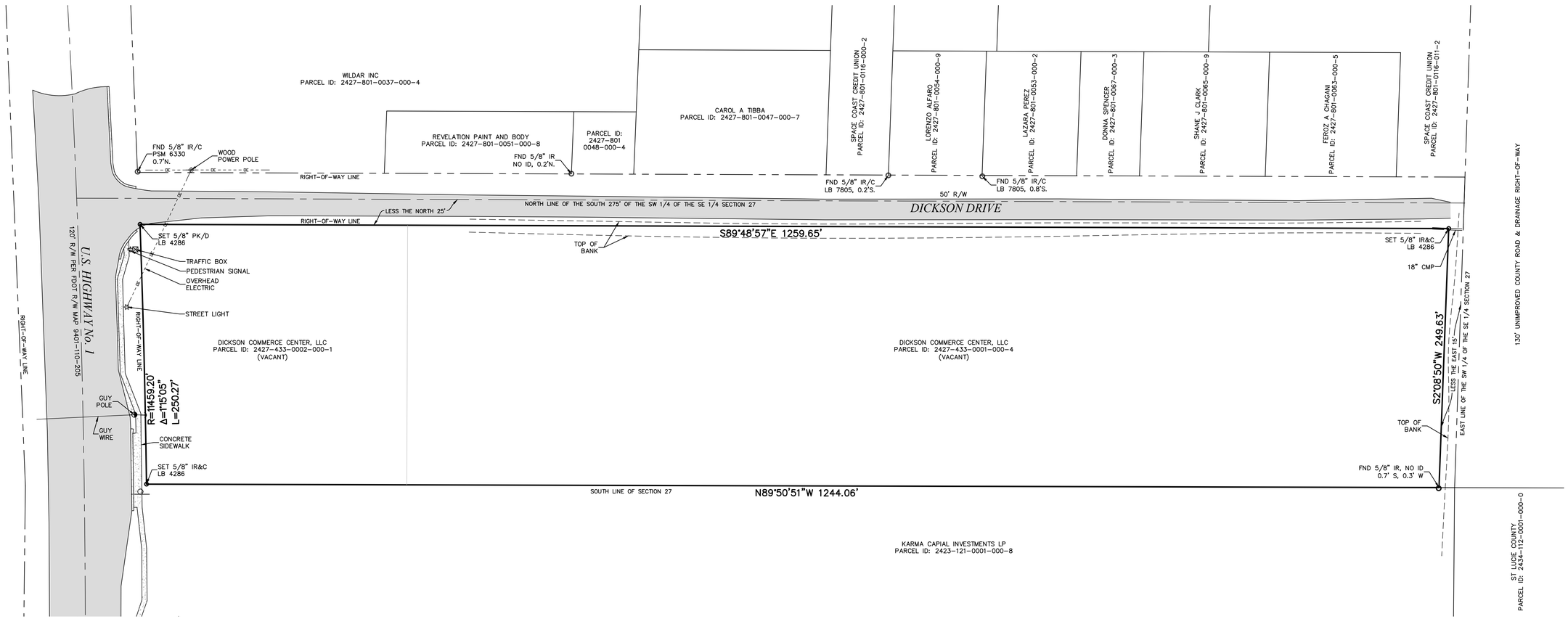
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD	PK	11-17-21
CALCS.		
DRAWN	GLM	11-18-21
DETAILED		
CHECKED		
APPROVED		

ALTA/NSPS LAND TITLE SURVEY
OF
PRESERVE AT SAVANNAH LAKES

DATE: 11-18-2021
HORIZ. SCALE: N/A
VERT. SCALE: N/A
JOB No. 21-054
SHEET 1 OF 2



LEGEND

IR&C	= Iron Rod with Plastic Cap	TOB	= Top of Bank
IP&C	= Iron Pipe and Cap	CBS	= Concrete Block Structure
IP	= Iron Pipe	ELEV	= Elevation
CM	= Concrete Monument	INV	= Invert
PRM	= Permanent Reference Monument	Δ	= Included Angle
OHU	= Over Head Utility	R	= Radius Length
(P)	= As shown on recorded plat.	L	= Arc Length
(D)	= Deed	N.A.V.D.	= North American Vertical Datum
(C)	= Calculates by Field Measurement	N.G.V.D.	= National Geodetic Vertical Datum
R/W	= Right of Way	F.D.O.T.	= Florida Department of Transportation
LS	= Land Surveyor	CMP	= Corrugated Metal Pipe
LB	= License Business	RCP	= Reinforced Concrete Pipe
P.L.S.	= Professional Land Surveyor	±	= Plus or Minus
-●-	= Wood Pole	Ⓓ	= Drainage Manhole
⟋	= Anchor and Guy Wire	Ⓢ	= Sanitary Manhole
TYP.	= Typical	WV	= Fire Hydrant
P.B.	= Plat Book		= Water Valve
PG.	= Page	B	= Bell South Service Box
O.R.B.	= Official Records Book	BLDG.	= Building
No.	= Number	CONC.	= Concrete
℄	= Center Line		

NORTH

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

GRAPHICS

COMPUTER FILE REF.	FIELD BK./PG.
21-054 bndy2.dwg	

CULPEPPER & TERPENING, INC
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STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD	PK	11-17-21
CALCS.		
DRAWN	GLM	11-18-21
DETAILED		
CHECKED		
APPROVED		

ALTA/NSPS LAND TITLE SURVEY
OF
PRESERVE AT SAVANNAH LAKES

DATE: 11-18-2021
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 21-054
SHEET 2 OF 2

EXHIBIT 4

LEGAL DESCRIPTION OF
PRESERVE @ SAVANNH LAKES
COMMUNITY DEVELOPMENT DISTRICT

Parcel 1:
The subject property is a parcel of land lying in Sections 26, 27, 34, and 35, Township 35 South, Range 40 East, St. Lucie County, Florida, containing approximately 120 acres of land, being more particularly described as follows:

From the Northwest corner of the East ½ of the Southeast ¼ of said Section 27, run South 89°15'56" East a distance of 130 feet; thence run South 2°4'47" West parallel to the West line of the East ½ of the Southeast ¼ of Section 27, 2,276.62 feet to the POINT OF BEGINNING; thence, continue South 02°04'47" West a distance of 373.59 feet to the South line of said Section 27; thence run South 0°35'43" West in Section 34 a distance of 1,500.94 feet; thence run South 89°27'30" East a distance of 1,206.73 feet to the East line of said Section 34; thence continue South 89°27'30" East into Section 35 a distance of 175 feet; thence run South 0°28'00" West a distance of 80 feet; thence run South 89°27'30" East a distance of 1,369.20 feet to the West line of the property owned by the City of Ft. Pierce; thence run North 0°40' East along said City property line a distance of 1,580.6 feet to the North line of said Section 35; thence continue North 0°40' East into Section 26 a distance of 364.16 feet; thence run North 89°15'56" West, a distance of 2,743.75 feet to the POINT OF BEGINNING.

Parcel 2:
The North ½ of the North ½ of the North ½ of the Northwest ¼ of the Northeast ¼, in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida; less right-of-way for U.S. No. 1.

Parcel 3:
That part of the South 275.00 feet of the SW 1/4 of the SE 1/4 of Section 27, Township 35 South, Range 40 East, lying East of U.S. Highway No. 1, less the North 25.00 feet and the East 15.00 feet for Right-Of-Way, all lying and being in St. Lucie County, Florida.

Overall, parcel area 132.69 acres (more or less).

EXHIBIT 5

This instrument was prepared by:

KE LAW GROUP, PLLC
2016 DELTA BOULEVARD, SUITE 101
TALLAHASSEE, FLORIDA 32303

CONSENT AND JOINDER OF LANDOWNER FOR THE AMENDMENT OF THE BOUNDARIES OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands which are more fully described as the "Expansion Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Preserve at Savannah Lakes Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to addition of the Property to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[*signatures on following page*]

Executed this 21 day of FEB, 2022.

WITNESS

By: _____
Name: Timothy Smith

By: _____
Name: Joseph Hempfling

SK SAVANNAH LAKES LLC

By: _____
Name: Michael Caputo

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of February 2022, by Michael Caputo, as ~~chief~~ authorized agent of SK Savannah Lakes LLC on its behalf. He [☒] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

EXHIBIT A: Legal Description

Notary Public State of Florida
Allison Babiak
My Commission HH 156826
Expires 07/22/2025

EXHIBIT A:

Legal Description

Parcel 3:

That part of the South 275.00 feet of the SW 1/4 of the SE 1/4 of Section 27, Township 35 South, Range 40 East, lying East of U.S. Highway No. 1, less the North 25.00 feet and the East 15.00 feet for Right-Of-Way, all lying and being in St. Lucie County, Florida.

EXHIBIT 6

RESOLUTION 2022-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIR AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Preserve at Savannah Lakes Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and City of Fort Pierce Ordinance No. 21-035 ("**Ordinance**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 125.52 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes,* the Board hereby authorizes the Chair and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with the City of Fort Pierce, Florida, as necessary to seek the amendment of the District's boundaries and to add those lands depicted in **Exhibit A.** The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chair, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Fort Pierce, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chair, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chair are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 10th day of January, 2022.

ATTEST:

PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary

Chair/Vice-Chair, Board of Supervisors

Exhibit A: Legal Description of Boundary Amendment Parcel

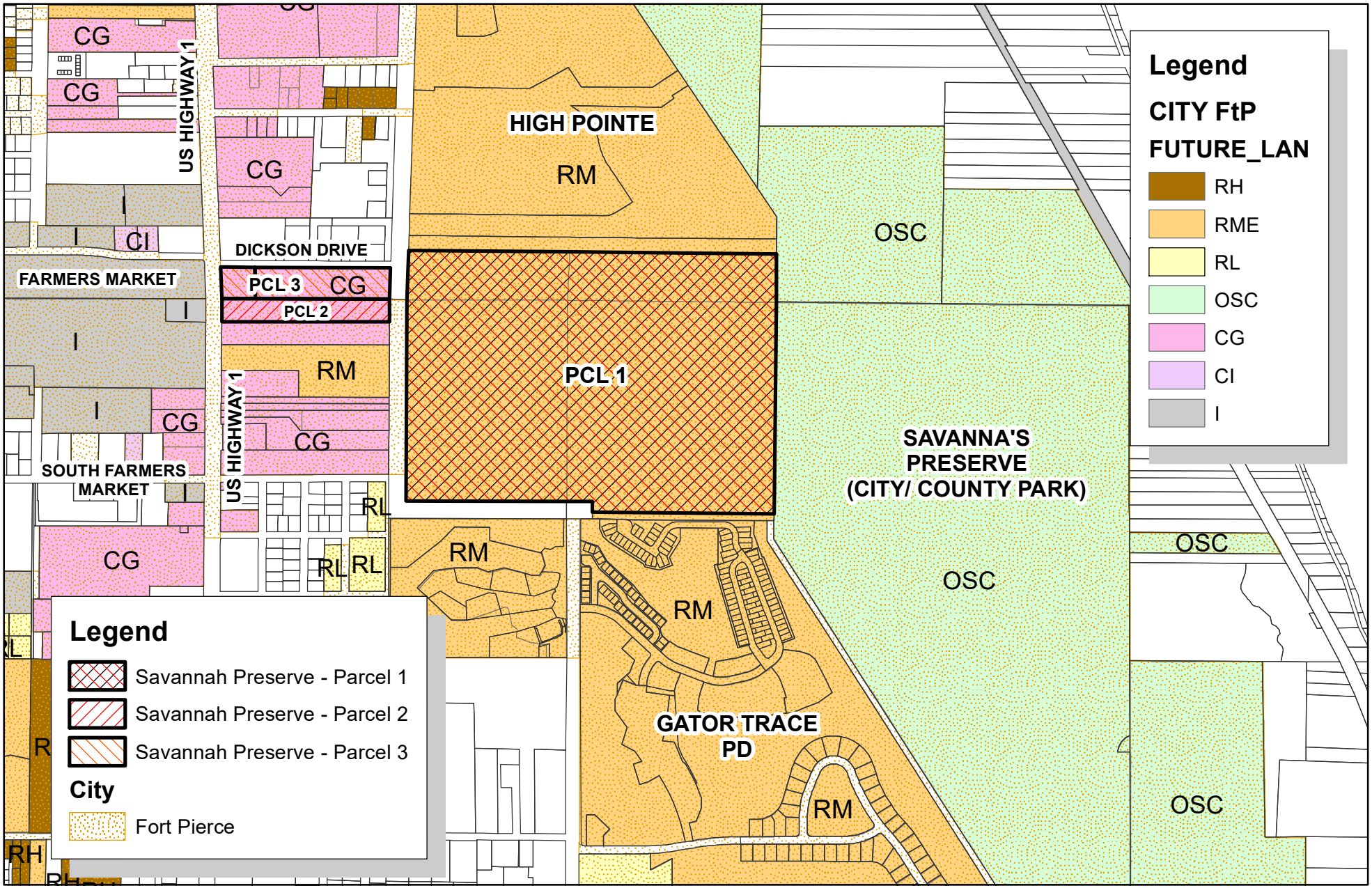
Exhibit A:

Legal Description of Boundary Amendment Parcel

Parcel 3:

That part of the South 275.00 feet of the SW 1/4 of the SE 1/4 of Section 27, Township 35 South, Range 40 East, lying East of U.S. Highway No. 1, less the North 25.00 feet and the East 15.00 feet for Right-Of-Way, all lying and being in St. Lucie County, Florida.

EXHIBIT 7



AREA FUTURE LAND USE (CITY OF FT. PIERCE)

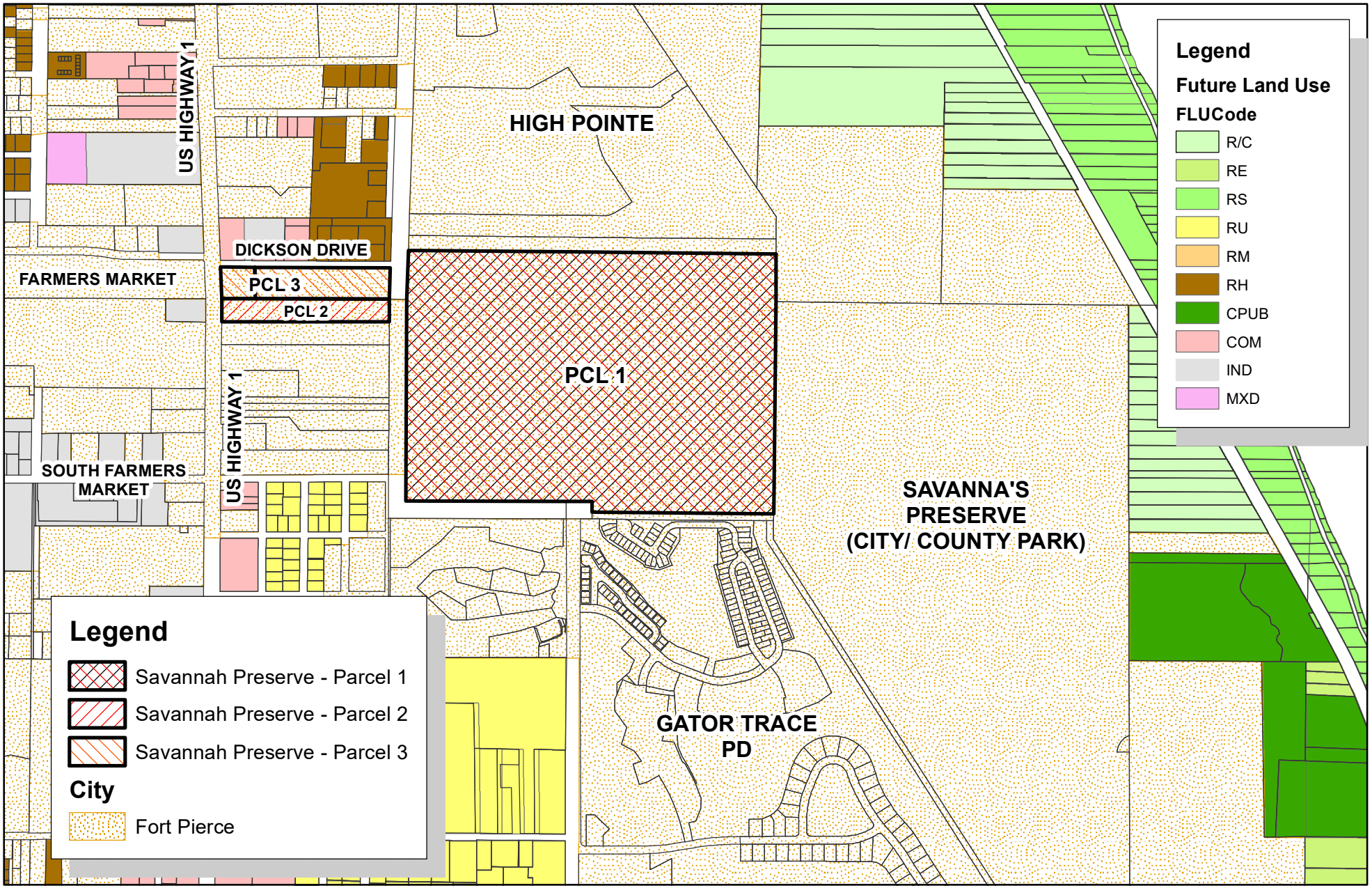
PRESERVE @ SAVANNAH PRESERVE COMMUNITY DEV. DISTRICT

N
W E
S

1 in = 1,000 ft

EXHIBIT 2A

CULPEPPER & TERPENING INC
CONSULTING ENGINEERS | LAND SURVEYORS



AREA FUTURE LAND USE (ST LUCIE COUNTY)

PRESERVE @ SAVANNAH LAKES COMMUNITY DEV DISTRICT

N W E S

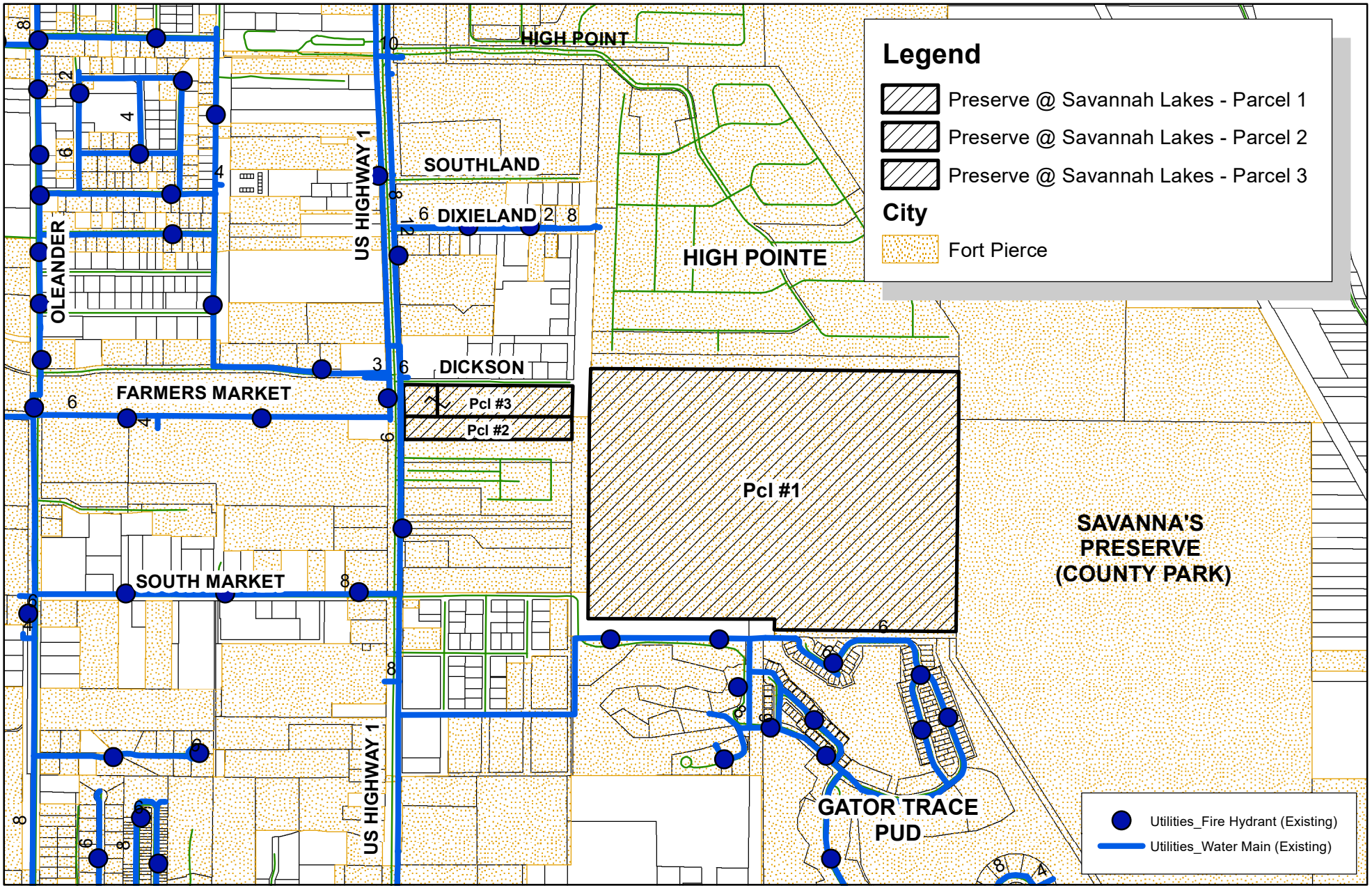
1 in = 1,000 ft

EXHIBIT 2B

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT 8



EXISTING UTILITY SERVICE MAP

PRESERVE @ SAVANNAH LAKES COMMUNITY DEV. DISTRICT

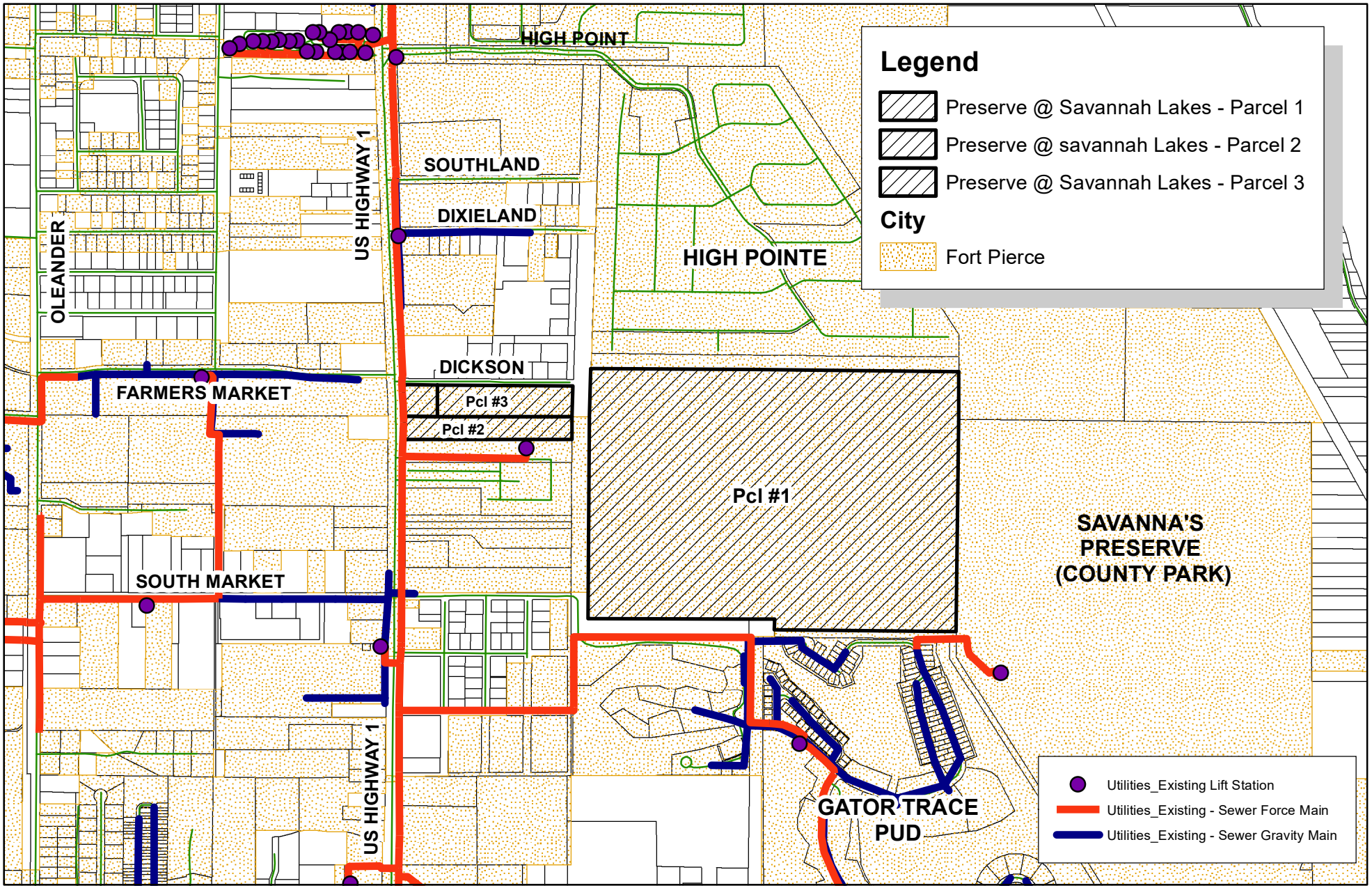
N
W E
S

1 in = 1,000 ft

EXHIBIT __

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS



EXISTING UTILITY SERVICE MAP

PRESERVE @ SAVANNAH LAKES COMMUNITY DEV. DISTRICT

N
W E
S

1 in = 1,000 ft

EXHIBIT __

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT 9

PRESERVE AT SAVANNAH LAKES
BOUNDARY AMENDMENT

PROPOSED FACILITIES & ESTIMATES COSTS

Improvement	Estimated Cost	Construction Entity	Final Owner	Maintenance Entity
Stormwater Management System	$75,000	CDD	CDD	CDD
Roadways	$50,000	CDD	County	CDD
Water & Wastewater Systems	$200,000	CDD	City / County	City/County
Undergrounding of Conduit	$25,000	CDD	CDD	FPUA
Offsite Improvements	$500,000	CDD	County	County
Professional Services	$100,000	N/A	N/A	N/A
10% Contingency	$95,000	N/A	N/A	N/A
TOTAL	$1,045,000			

EXHIBIT 10

Preserve at Savannah Lakes
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

March, 2022

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the Preserve at Savannah Lakes Community Development District ("District"). The District was established by Ordinance No. 21-035, passed by the City Commission of the City of Fort Pierce, Florida on November 1, 2021. The current size of the District is approximately 125.52 +/- acres and the District is located entirely within the City of Fort Pierce, Florida (the "City"). The petition to amend the boundaries of the District seeks to add approximately 7.17 +/- acres located in the City to the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 132.69 +/- acres and is planned to be developed with a total of 649 residential dwelling units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Preserve at Savannah Lakes Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 649 residential dwelling units following the amendment of the District's boundaries.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Preserve at Savannah Lakes.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Fort Pierce, according to the Census 2020, has a population of 46,437; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance amending the boundaries of the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District on the Amended Area will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The sole reason for the amending of the District's boundaries is to provide public facilities and services to support the development of a new, master planned residential development. The development of the larger, approximately 132.69 +/- acres, parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree likely higher than that of a smaller, pre-amendment, approximately 125.52 +/- acre, parcel contained within the existing District boundaries.

Amending the boundaries of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and larger District, various public facilities and services for a larger-sized development. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the amended and larger District. The private developer of the land in the amended and larger District will use its private funds to conduct the private land development and construction of an anticipated approximately 649 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved without amending the District's boundaries by the private sector alone, the fact that the amendment of the District's boundaries is initiated by the private developer means that the private developer considers the amendment of the

District's boundaries and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and larger District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the amending of the boundaries of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and larger District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a smaller District. The amended and larger District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

The amending of the District's boundaries will, however, directly increase regulatory costs to the landowners within the Amendment Area. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is completely voluntary, all current property owners within the Amendment Area must consent to the amendment of the District's boundaries and the likelihood of additional transaction costs, and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed $5,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed amended District will serve land that comprises an approximately 132.69 +/- acre master planned residential development currently anticipated to contain a total of approximately 649 residential dwelling units, although the development plan can change. Assuming an average density of 3 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,947 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City and certain state agencies will not be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and enlarged District.

City of Fort Pierce, Florida

The existing District as well as the Amendment Area are both located within the City of Fort Pierce, Florida. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, the City approved ordinance establishing the District in 2021 and that petition possessed much information about the District and City staff should be generally familiar with the District. Second, review of the petition to amend the boundaries of the District does not include analysis of the project itself. Third, the petition itself provides much of the information needed for a staff review. Fourth, the City already possesses the staff needed to conduct the review without the need for new staff. Fifth, there is no capital required to review the petition. Sixth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to amend the boundaries of a community development district.

Further, there will be no increase in the very small annual costs to City, because of the amendment of the

District's boundaries. The District is an independent unit of local government. The only annual costs the City faces, which will not change with the amendment of the District's boundaries, are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it maintains a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $1,045,000. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED	OWNED BY	MAINTAINED BY
Stormwater Management System	CDD	CDD	CDD
Roadways	CDD	County	CDD
Water & Wastewater Systems	CDD	City/County	City/County
Undergrounding of Conduit	CDD	CDD	FPUA
Offsite Improvements	CDD	County	County

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Table 2

PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Stormwater Management System	$75,000
Roadways	$50,000
Water & Wastewater Systems	$200,000
Undergrounding of Conduit	$25,000
Offsite Improvements	$500,000
Professional Services	$100,000
10% Contingency	$95,000
Total	**$1,045,000**

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Fort Pierce has a population of 46,437 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the Preserve at Savannah Lakes Community Development District with amended boundaries is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent Special District for the Amendment Area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District with amended boundaries.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the portion of Preserve at Savannah Lakes development that is not currently located within the District. First, a portion of the Preserve at Savannah Lakes development is already located within the Preserve at Savannah Lakes Community Development District, an existing District that was established specifically to serve a portion of the Preserve at Savannah Lakes development. It would be inefficient to have a portion of the Preserve at Savannah Lakes development provided with improvements and services by the existing District, while another portion provided with improvements and services by a dependent Special District, MSBU or MSTU.

Second, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Preserve at Savannah Lakes development is a significant and expensive undertaking.

Third, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, MSBU or MSTU for the Amendment Area, then the some of the residents and landowners of the Preserve at Savannah Lakes development would take their grievances and desires to the City Commission meetings, and some others to the CDD Board, leading to confusion as to the which party is responsible for what area.

Fourth, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services for that portion of the Preserve at Savannah Lakes development that would not be within the CDD. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital markets. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of

obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability. Finally, it would be inefficient to have a portion of the Preserve at Savannah Lakes development that is within the CDD provided with improvements and services by the existing District, while another portion provided with improvements and services by a POA.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to amend the boundaries of the Preserve at Savannah Lakes Community DevelopmentDistrict.

EXHIBIT 11

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of KE Law Group, PLLC, to act as agent for Petitioner, Preserve at Savannah Lakes Community Development District, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Fort Pierce, Florida, to Amend the Boundaries of the Preserve at Savannah Lakes Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1*), Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES:

Name: Timothy Smith

Name: Joseph Hempfling

PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT

By: Michael Caputo
Chairman, Board of Supervisors

Date: 2/21/22

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Feb, 2022, by Michael Caputo as chairman of Savannah Lakes CDD who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of Florida
Allison Babiak
My Commission HH 156826
Expires 07/22/2025

NOTARY PUBLIC, STATE OF FLORIDA

Name: Allison Babiak
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk 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.
Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :
04/22/2022

Subscribed and sworn to before on April 22, 2022:

Notary, State of WI, County of Brown

My commission expires 6/30/2025

AMY KOKOTT
Notary Public
State of Wisconsin

Publication Cost: $113.88
Ad No: 0005224811
Customer No: 1309463
PO #:

# of Affidavits 1

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, May 2, 2022 at 6:00 p.m. and Monday, May 16, 2022 at 4:30 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 22-013 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING ORDINANCE NO. 21-035, ESTABLISHING THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AMENDING THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO 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: April 22, 2022
TCN5224811

City Commission Regular Meeting - 4:30 pm **13. a.**

Meeting Date: 05/16/2022

Re: Fran Ross Reappointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R19 reappointing Fran Ross as a Special Magistrate for the City of Fort Pierce.

SUMMARY:

Pursuant to Resolution 19-R27, Ms. Ross' appointment was for an initial term of three (3) years unless sooner terminated or discontinued by the Commission at its discretion, with or without cause, with two 2–year renewal options. This resoluiton exercises the 1st of two renewal options.

RECOMMENDATION:

Adopt Resolution 22-R19.

ALTERNATIVES:

Do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Peggy Arraiz, Director of Community Response

Fiscal Impact

OTHER INFORMATION:

No new fiscal impact.

Attachments

22-R19

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/01/2022 10:33 AM

Form Started By: Linda Cox Started On: 04/29/2022 04:38 PM

Final Approval Date: 05/01/2022

RESOLUTION NO. 22-R19

A RESOLUTION RE-APPOINTING **FRAN O. ROSS AS SPECIAL MAGISTRATE** TO PRESIDE OVER CERTAIN CODE ENFORCEMENT PROCEEDINGS; MAKING SUCH APPOINTMENT SUBJECT TO APPLICABLE ORDINANCES AND STATUTES; AND PROVIDING FOR EFFECTIVE DATES.

WHEREAS, the City Commission adopted Ordinance No. K-91 providing that certain code enforcement proceedings may be submitted to a special magistrate; and

WHEREAS, the City Commission subsequently adopted Ordinance No. 17-017 expanding the number and types of case to be heard by the special magistrate; and

WHEREAS, the individual named in this Resolution is qualified under applicable code to preside over code enforcement matters as necessary; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That Fran O. Ross, Esq. be and the same is hereby re-appointed as Special Magistrate to preside over code enforcement matters as set forth in the City Code, State Statues, and other applicable law, and that this appointment is further subject to the terms and conditions of Section 2-243, City Code of Ordinances.
2. This appointment is the first of two, 2-year renewal options as provided for in the initial appointing Resolution 19-R27.
3. The Special Magistrate shall be compensated at a rate of $140.00 per hour subject to review and approval by the City Attorney and Director of Finance.

BE IT FURTHER RESOLVED that his resolution shall be effective immediately upon adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 16th day of May, 2022.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
Tanya M. Earley, Esq.
City Attorney

City Commission Regular Meeting - 4:30 pm **13. b.**

Meeting Date: 05/16/2022

Re: Resolution 22-R21 Ad Valorem Tax Exemptions

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Resolution 22-R21 directing an election to be held to provide for the placement of a proposition calling for Economic Development Ad Valorem Tax Exemptions for the City of Fort Pierce, Florida on August 23, 2022 Primary Election Ballot.

SUMMARY:

This proposed Resolution allows the City Commission to proceed with the process for obtaining consent of the electors for renewed authority to authorize Economic Development Ad Valorem Tax Exemptions in accordance with Florida Statute 196.1995(7). As stated in the Resolution, the City is further authorizing the Supervisor of Elections to place the question on the August 23 ballot. St. Lucie County will be placing a similar question on the ballot seeking elector support to renew the County's power to grant such exemptions.

RECOMMENDATION:

Approve Resolution 22-R21

ALTERNATIVES:

Amend or deny Resolution 22-R21

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

City Attorney
City Clerk
Economic Development Manager

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

22-R21

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	05/11/2022 02:39 PM
City Manager	Nick Mimms	05/11/2022 02:39 PM

Form Started By: Shyanne Harnage Started On: 05/02/2022 11:21 AM

Final Approval Date: 05/11/2022

RESOLUTION NO. 22-R21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **DIRECTING AN ELECTION TO BE HELD TO PROVIDE FOR THE PLACEMENT OF A PROPOSITION CALLING FOR ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS** FOR THE CITY OF FORT PIERCE, FLORIDA ON THE AUGUST 23, 2022 PRIMARY ELECTION BALLOT.

WHEREAS, the City Commission of Fort Pierce, Florida, has made the following determinations:

WHEREAS, Section 196.1995, Florida Statutes, provides that the City Commission may hold a referendum to allow the voters to determine whether to grant authority for economic development ad valorem tax exemptions to new and expanding businesses in Fort Pierce under Section 3, Article VII of the State Constitution.

WHEREAS, The City's voters previously authorized an economic ad valorem tax exemption in 2002 and 2012.

WHEREAS, This City believes that directing an election to provide for placement of a proposition calling for economic development ad valorem tax exemptions for Fort Pierce on the Primary Election ballot on August 23, 2022 is in the best interest of the public health, safety, and welfare of the citizens of Fort Pierce.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Fort Pierce, Florida, as follows:

Section 1. This City Commission does hereby direct the Supervisor of Elections to place on the August 23, 2022, Primary Election Ballot the following proposition to be voted upon by the electors of Fort Pierce.

ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION

The measure would allow the City of Fort Pierce to encourage economic development by exempting new and expanding businesses from City property taxes.

Shall the Fort Pierce City Commission be authorized, for a period not to exceed ten years, to grant, pursuant to Section 3, Article VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses that are expected to create new, full-time jobs in the City?

_____ Yes -- For authority to grant exemptions

_____ No -- Against Authority to grant exemptions

Section 2. If the proposition is approved by a majority of the electors voting at the August 23, 2022 election, the City Commission, at its discretion, by ordinance may

exempt from ad valorem taxation up to one hundred percent (100%) of the assessed value of all improvements to real property made by or for the use of a new business and of all tangible personal property of such new business, or up to one hundred percent (100%) of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business, provided that the improvements to real property are made or the tangible personal property is added or increased on or after the day the ordinance is adopted.

Section 3. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 16th day of May 2022.

_____
LINDA HUDSON, MAYOR

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA M. EARLEY, ESQ.
CITY ATTORNEY

City Commission Regular Meeting - 4:30 pm **13. c.**

Meeting Date: 05/16/2022

Re: FPUA Rate Increases

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Fort Pierce Utilities Authority Rate Increase Resolutions; each Resolution shall be approved as a separate agenda item.

SUMMARY:

Pursuant to City Charter, Article XII, Section 176(6), the authority shall fix rates to be charged for gas, electricity, water, sanitary sewer, and other utilities services sold and services rendered. Provided, however, said utilities authority shall submit any rate changes or any changes in the formula by which rates are determined to the city commission.

RECOMMENDATION:

If a four-fifths (4/5) majority vote of the city commission does not disapprove of the proposed rate changes within thirty (30) days of the date of submission of said change or changes in the formula to the city commission, the rates or the formulas by which the rates are determined shall be deemed approved and shall become effective.

If a four-fifths (4/5) majority vote of the city commission disapproves any rate change or any change in the formulas by which the rates are determined within thirty (30) days, said rates shall not become effective and the previous rates or the formulas by which the rates were determined which were previously established shall remain in effect. If any rate changes or any changes in the formulas by which the rates are determined are not approved by the city commission, the city commission shall state the reasons for said disapproval. The city commission may by majority vote waive the thirty-day period for disapproval and approve same by a majority vote. Any rate adjustment resulting from fuel adjustment changes made in accordance with a previously approved formula will not have to be submitted to the city commission.

ALTERNATIVES:

The city commission may, by majority vote, waive the thirty-day period for disapproval and approve same by a majority vote.

RESPONSIBLE STAFF:

Javier Cisneros, Director of Utilities

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

Fiscal impact to be explained by FPUA.

Attachments

Cover Memo

Tariff Sheets July 2022

Tariff Sheets October 22

Form Review

Form Started By: Linda Cox Started On: 02/15/2022 01:01 PM

Final Approval Date: 02/15/2022

Fort Pierce Utilities Authority

Memorandum

To:	Fort Pierce City Commission
From:	Barbara A. Mika, CGFO FPUA Director of Finance & Administration
Through:	Javier Cisneros, PE FPUA Director of Utilities
Date:	May 5, 2022
Subject:	City Commission Agenda Request for May 16, 2022 Meeting Rate Resolutions for Electric, Natural Gas, Water and Wastewater

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (6), I am requesting the City Commission consider and approve the rate adjustments as set and approved by the Fort Pierce Utilities Authority on May 3, 2022 in the following resolutions:

- Resolution No. UA 2022-06 for Electric Rates
- Resolution No. UA 2022-07 for Natural Gas Rates
- Resolution No. UA 2022-08 for Water Rates
- Resolution No. UA 2022-09 for Wastewater Rates

If you have any questions or need additional information, please contact me.

Attachments:
Resolution No. UA 2022-06 and Tariff Sheets
Resolution No. UA 2022-07
Resolution No. UA 2022-08
Resolution No. UA 2022-09

cc: City Manager
City Clerk

FORT PIERCE UTILITIES AUTHORITY

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Net Metering	19.0 – 19.2
Standard Forms/Blank Bill Form	20.0 – 20.1
Reserved for Future Use	21.0 – 21.1

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PCA	Power Cost Adjustment Clause	18.0 - 18.3
NM	Net Metering Service	19.0 - 19.2

RS

RATE SCHEDULE RS
RESIDENTIAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for residential electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for domestic purposes to individually metered single-family dwelling units; to individually metered dwelling units in duplexes, apartments, and condominiums; and to farms occupied as the residences of the customers. This rate is not applicable to residential dwellings used for business purposes or licensed boarding or rooming houses if served by a single meter. This rate is not available to separately metered barns, workshops, or other similarly detached structures, which are associated with a primary residential dwelling, if the structure is not used for business purposes.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 5.0 horsepower or larger are connected. All residential service required on the premises by the customer will be supplied through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase or Three Phase Service.....$6.31

Energy Charge:
0 – 750 kWh .....10.965¢
750 and above kWh .....12.060¢

(Continued on Sheet No. 8.1)

(Continued from Sheet No. 8.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GS

RATE SCHEDULE GS
GENERAL SERVICE NON-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose with a maximum monthly demand of 20 kW or less and for which no other specific rate schedule is applicable.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 3 horsepower or larger are connected. All service required on the premises by the customer will be furnished through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase Service.....$ 6.13
Three Phase Service.....13.57

Energy Charge:
All kWh @.....12.104¢

(Continued on Sheet No. 9.1)

(Continued from Sheet No. 9.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GSD

RATE SCHEDULE GSD
GENERAL SERVICE-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service demand electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose once a monthly demand reaches 21 kW or greater, and for which no other specific rate schedule is applicable. Once a monthly demand in excess of 21 kW or greater has been reached, the electric service shall remain on this rate for a minimum of twelve (12) months.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters): $41.27
Demand Charge:
All kW of billing demand per month @ $7.11
Energy Charge:
All kWh per month @ .....8.786¢

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 10.1)

(Continued from Sheet No. 10.0)

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge."

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall the billing demand for any monthly bill be less than 21 kW.

High Load Factor Conservation Credit:

To any demand customer served under the GSD tariff which had a billable demand level which exceeded 40 kW, and whose load factor averaged sixty-five percent (65%) or higher during six of the previous twelve monthly billing periods. The account must be a current paying customer for the previous twelve months.

For any billing period for which a demand customer's load factor shall be 60 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
60 to 64 percent	$0.50 per kW demand charge
65 to 69 percent	$1.00 per kW demand charge
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

$$LF = ME / (MPD * DBP * 24)$$

Where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

Continued on Sheet No. 10.2)

(Continued from Sheet No. 10.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GSLD

RATE SCHEDULE GSLD
GENERAL SERVICE LARGE DEMAND
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service large demand high load factor electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose to any customer contracting for not less than 500 kilowatts (kW), with a monthly load factor of not less than seventy percent (70%).

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters): $41.27

Demand Charge:
All kW of billing demand per month @ $13.79

Energy Charge:
All kWh per month @ .....7.953¢

(Continued on Sheet No. 11.1)

(Continued from Sheet No. 11.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge," but in any event no less than $6,604.30.

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall billing demand for any month be less than 500 kW, or the contract demand (if applicable), whichever is greater.

High Load Factor Conservation Credit:

To any customer served under the GSLD tariff contracting for not less than 500 kW, with a load factor of not less than seventy percent (70%) during six of the pervious twelve monthly billing periods. The account must be a current paying customer for the previous twelve months, and no other credits can apply.

For any billing period for which a large demand customer's load factor shall be 70 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

$$LF = ME / (MPD * DBP * 24)$$

where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

(Continued on Sheet No. 11.2)

(Continued from Sheet No. 11.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF SERVICE:

Customers choosing to receive electric service under this electric rate schedule shall contract to remain on this rate for a minimum of twelve (12) consecutive months commencing with the first complete billing period following the request for such service.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ED

RATE SCHEDULE ED
ECONOMIC DEVELOPMENT
ELECTRIC SERVICE RATE SCHEDULE

Fort Pierce Utilities Authority (FPUA) offers an economic development rate schedule for general service customers as an incentive for new and expanding customers. There are five tiers of declining discounts on the new or additional Energy Charge based on the following criteria:

Tier	Criteria	Duration of Discount
1	20 kilowatts (kW) or more of new electric demand where FPUA facilities are not currently installed	Two years • Year 1 10% • Year 2 5%
2	20 kilowatts (kW) or more of new or additional electric demand where FPUA facilities are already installed	Three years • Year 1 15% • Year 2 10% • Year 3 5%
3	50 kilowatts (kW) or more of new or additional electric demand	Four years • Year 1 20% • Year 2 15% • Year 3 10% • Year 4 5%
4	100 kilowatts (kW) or more of new or additional electric demand	Five years • Year 1 25% • Year 2 20% • Year 3 15% • Year 4 10% • Year 5 5%
5	300 kilowatts (kW) or more of new or additional electric demand	Negotiated contract rate for Energy Charge

AVAILABILITY:

This schedule is available to eligible General Service customers, throughout the entire territory served by and at the option of FPUA.

APPLICATION:

Service under this schedule shall apply to any new or existing general service customer who meets the minimum criteria as described above. Customers wishing to enjoy the benefits of this economic development rate will be required to sign a contract agreeing to these terms and conditions. Customers or prospective customers defined as Public Administration by the Office of Management and Budget (OMB), North American Industry Classification System (NAICS), are specifically excluded. Participation under this schedule is voluntary and is offered solely at the option of FPUA.

(Continued on Sheet No. 11.6)

(Continued from Sheet No. 11.5)

CHARACTER OF SERVICE:

Service under this rate schedule shall be single phase or three phase, 60 Hertz, alternating current at FPUA's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. This service is available only at the delivery point of the qualifying retail customer served and metered by FPUA.

LIMITATION OF SERVICE:

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

The monthly rate shall be established by FPUA in accordance with the applicable standard rate schedule, and based on the Tier of incentive in the contract.

(i) A Customer Charge, set at the applicable standard rate schedule then in effect.
(ii) A Demand Charge (kW), set at the applicable standard rate schedule then in effect.
(iii) An Energy Charge (kWh), based on the standard rate schedule, discounted as described above.

FPUA reserves the right to audit premises to verify eligibility throughout the contract period. At the end, or upon termination, of the contract, the customer will be charged 100% of the appropriate available and eligible general service rate schedule.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in FPUA's Power Cost Adjustment Clause, which is a part of the Monthly Rate of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the Customer Charge plus applicable Demand Charge.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with FPUA's Tax Adjustment Clause, which is made a part of this rate schedule.

(Continued on Sheet No. 11.7)

(Continued from Sheet No. 11.6)

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in FPUA's General Rules and Regulations for Governing the Provisions of Utility Service.

OS

RATE SCHEDULE OS
TRAFFIC SIGNAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for traffic signal electric service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for traffic signals and other traffic control devices where the traffic signal system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned, and maintained by the customer.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Energy Charge:

All kWh @.....10.842¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of traffic signals or control devices in service, (ii) the type, (iii) the lamp wattages, (iv) other ancillary equipment, and (v) the days per billing period.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 12.1)

(Continued from Sheet No. 12.0)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

WC

RATE SCHEDULE WC
WIRELESS CAMERA RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for electric service to wireless cameras on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for wireless cameras and control devices, where the camera system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned and maintained by the customer, and are located on utility poles or traffic light structures along publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities.

LIMITATION OF SERVICE:

Services shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous energy and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the cameras and the wires serving the electric fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 13.1)

(Continued from Sheet No. 13.0)

MONTHLY RATE:

Customer Charge per service location:.....$1.58

Energy Charge:
All kWh per month @.....12.104¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of wireless cameras or control devices in service, (ii) the type, (iii) other ancillary equipment, and (iv) the days per billing period.

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is not a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor
(expressed in dollars per kWh).

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

OL

RATE SCHEDULE OL
OUTDOOR SECURITY LIGHTING ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for outdoor security lighting electric service and maintenance only on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other appliance charges.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled security lighting of privately owned roads or streets, and privately or publicly owned yards, driveways, walkways, parks, recreation areas, buildings, parking lots, and other similar type areas.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn the following day (dusk to midnight for some governmental installations), and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the customer's premises, without being subject to trespass, at all reasonable times for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The location of lighting fixtures shall be by mutual agreement and shall not be so located as to create a public nuisance. Substantial and material complaints registered by neighboring customers affected by the light(s) may, at the discretion of the Authority, be grounds for removal or relocation of said light(s). The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines and equipment or for system protection. It is the customer's responsibility to keep trees, shrubs and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

(Continued on Sheet No. 14.1)

(Continued from Sheet No. 14.0)

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

	Dusk to Dawn					Dusk to Midnight	
Average Initial Lumen and Lamp Size	**Light Fixture Type**	**Average Monthly kWh Usage**	**Energy Only**	**Fixture & Maintenance Only**	**Energy, Fixture & Maintenance**	**Average Monthly kWh usage**	**Energy, Fixture & Maintenance**
						Governmental Only	
Standard Yard Light							
8,800 Lumen Light Fixture (100 Watt)	HPS	47	$ 5.15	$ 5.96	$11.11	24	$ 8.59
Cobra Head Lighting							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$ 7.57	$ 6.98	$14.55	35	$10.82
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$11.95	$ 7.15	$19.10	55	$13.18
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.42	$ 7.70	$26.12	84	$16.91
28,500 Lumens Light Fixture (250 Watt)	MH	113	$12.39	$14.44	$26.83	57	$20.69
36,000 Lumens Light Fixture (400 Watt)	MH	168	$18.42	$ 9.06	$27.48	84	$18.27
Flood Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$11.95	$ 7.78	$19.73	55	$13.81
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.42	$ 8.11	$26.53	84	$17.32
21,000 Lumen Light Fixture (250 Watt)	MH	105	$11.51	$14.68	$26.19	53	$20.49
36,000 Lumen Light Fixture (400 Watt)	MH	166	$18.20	$ 9.50	$27.70	83	$18.60
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$42.65	$12.61	$55.26	195	$33.99
Concourse Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$11.95	$11.38	$23.33	55	$17.41
50,000 Lumen Light Fixture (400 Watt)	HPS	168	$18.42	$11.33	$29.75	84	$20.54
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$42.65	$19.05	$61.70	195	$40.43
Turtle Friendly Lighting Service							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$7.57	$ 7.89	$15.46	35	$11.73
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$11.95	$ 7.74	$19.69	55	$13.77

(Continued on Sheet No. 14.2)

(Continued from Sheet No. 14.1)

	Dusk to Dawn						Dusk to Midnight	
Average Initial Lumen and Lamp Size	**Light Fixture Type**	**Average Monthly kWh Usage**	**Energy Only**	**Fixture & Maintenance Only**	**Energy, Fixture & Maintenance**	**Maintenance Only**	**Average Monthly kWh usage**	**Energy, Fixture & Maintenance**
						Existing installations only		
Decorative Lighting Service								
6,400 Lumen Light Fixture (70 Watt)	HPS	36	$3.95	$11.99	$15.94	N/A	18	$13.96
14,000 Lumen Single Light Fixture (175 Watt)	MH	83	$9.10	$28.33	$37.43	$5.68	42	$32.94
28,000 Lumen Double Light Fixture (2-175 Watt)	MH	169	$18.53	$46.35	$64.88	N/A	85	$55.67
Metered Flood Lighting Service (City of FP only)								
50,000 Lumen Light Fixture (400 Watt)	HPS	N/A	N/A	$15.91	N/A	N/A	N/A	N/A

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor (expressed in dollars per kWh).

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard utility pole with an existing secondary facility served by overhead lines or for installation of decorative lights with decorative poles adjacent to an underground secondary point of service. The customer will be required to pay all other costs as a Contribution in Aid of construction prior to installation (this includes the cost of installing poles for concourse lighting service and special controllers for dusk to midnight applications, etc.). The pole(s) and light fixture(s) will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

(Continued on Sheet No. 14.3)

(Continued from Sheet No. 14.2)

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RV

RATE SCHEDULE RV
MASTER-METERED RECREATIONAL VEHICLE PARKS RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for master metered recreational vehicle park electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service to master metered recreational vehicle parks where service is furnished through a single master meter. This schedule is not available to individually metered residences or businesses.

CHARACTER OF SERVICE:

Service under this schedule shall be three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages.

MONTHLY RATE:

A.	Monthly Customer Charge	$32.81
B.	Energy Charge for All Energy Usage	11.184¢ per kWh

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 15.1)

(Continued from Sheet No. 15.0)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

SL

RATE SCHEDULE SL
PUBLIC STREET AND HIGHWAY LIGHTING
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for public street and highway lighting electric service on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other applicable charges.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled dusk-to-dawn lighting of publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way used for the movement of vehicular traffic.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn of the following day, and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 16.1)

(Continued from Sheet No. 16.0)

If the Fort Pierce Utilities Authority is required to remove or replace existing high pressure sodium vapor lighting fixtures under this schedule thereby forcing premature retirement, the customer shall be required to reimburse the Fort Pierce Utilities Authority an amount equal to the original installed cost, less any salvage value, depreciated as determined by the Fort Pierce Utilities Authority.

MONTHLY RATES:

Average Initial Lumen and Lamp Sized	Light Fixture Type	Average Monthly kWh usage	Energy Only	Energy, Fixture & Maintenance	Maintenance Only
Standard Open Bottom Lighting					
8800 Lumens - 100 Watt Fixture	HPS	47	$ 5.15	$11.11	$1.68
Cobra Head					
16000 Lumens - 150 Watt Fixture	HPS	69	$ 7.57	$16.42	$1.68
26000 Lumens - 250 Watt Fixture	HPS	109	$11.95	$22.65	$1.68
50000 Lumens - 400 Watt Fixture	HPS	168	$18.42	$30.75	$1.68
28500 Lumens - 250 Watt Fixture	MH	113	$12.39	$22.94	$6.30
36000 Lumens - 400 Watt Fixture	MH	168	$18.42	$30.66	$2.77
City of Fort Pierce Decorative Lighting					
Energy Only Flood Lights at JC Park (13 Watt)	INC	5	$ 0.55	N/A	N/A
13000 Lumens - 150 Watt Single Fixture - LSI	MH	68	$ 7.46	N/A	$4.85
4600 Lumens - 35 Watt Single Fixture - LSI (Sunrise)	LPS	54	$ 5.92	N/A	$4.85
9200 Lumens - 35 Watt Double Fixture - LSI (Sunrise)	LPS	108	$11.84	N/A	$5.41
3900 Lumens - 50 Watt Bollard - Sternberg	MH	24	$ 2.63	N/A	$4.85
8000 Lumens - 100 Watt - LSI	HPS	47	$ 5.15	N/A	$4.85
8500 Lumens - 100 Watt Single Fixture - Sternberg	HPS	47	$ 5.15	N/A	$4.85
10500 Lumens – 150 Watt Single Fixture – King Luminaire	MH	59	$ 6.47	N/A	$4.11
13800 Lumens - 150 Watt Single Fixture - Lumec	HPS	71	$ 7.79	N/A	$4.85
27600 Lumens - 150 Watt Double Fixture - Lumec	HPS	142	$15.57	N/A	$5.41
15000 Lumens - 175 Watt Single Fixture – Sternberg/Lumec	MH	80	$ 8.77	N/A	$4.85
String lights (Per Bulb)		9	$0.99	N/A	N/A

(Continued on Sheet No. 16.2)

(Continued from Sheet No. 16.1)

LED Lighting					
Decorative Rope Lights (Per Pole)	LED	11	$1.21	N/A	N/A
Low-Power Up-Light (less than 20 Watts)	LED	5	$ 0.55	N/A	N/A
Equivalent to 62 Watt Decorative	LED	23	$ 2.52	N/A	N/A
Equivalent to 175 Watt HID	LED	35	$ 3.84	N/A	N/A
Equivalent to 150 Watt HID	LED	28	$ 3.07	N/A	N/A
Equivalent to 250 Watt HID	LED	45	$ 4.93	N/A	N/A
Equivalent to 400 Watt HID	LED	92	$ 10.09	N/A	N/A
FPL Warning Siren					
FPL Warning Siren	Siren	24	$ 2.90	N/A	N/A

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor (expressed in dollars per kWh).

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard wood pole located within 100 feet of an existing secondary facility served by overhead lines. The pole and light fixture will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

CHARGES FOR SPECIAL POLES:

If standard concrete poles are requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the installed cost differential between a standard wood pole and the requested standard concrete pole. Any non-standard pole (i.e., fiberglass, steel, aluminum, etc.) and/or non-standard fixture will be purchased, installed, and maintained by the customer. The FPUA will furnish "energy only" to such non-standard poles/fixtures. The Authority reserves the right to install, at its own expense, standard concrete poles if it determines such installation is in the best interest of the Authority and/or the general public.

(Continued on Sheet No. 16.3)

CHARGES FOR UNDERGROUND SERVICE:

If underground service is requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the total cost differential between the standard overhead configuration and the requested underground configuration.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Financial Administration EFFECTIVE: July 1, 2022

FORT PIERCE UTILITIES AUTHORITY

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RS

RATE SCHEDULE RS
RESIDENTIAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for residential electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for domestic purposes to individually metered single-family dwelling units; to individually metered dwelling units in duplexes, apartments, and condominiums; and to farms occupied as the residences of the customers. This rate is not applicable to residential dwellings used for business purposes or licensed boarding or rooming houses if served by a single meter. This rate is not available to separately metered barns, workshops, or other similarly detached structures, which are associated with a primary residential dwelling, if the structure is not used for business purposes.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 5.0 horsepower or larger are connected. All residential service required on the premises by the customer will be supplied through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase or Three Phase Service..... $6.60

Energy Charge:
0 – 750 kWh ..... 11.102¢
750 and above kWh ..... 12.246¢

(Continued on Sheet No. 8.1)

(Continued from Sheet No. 8.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GS

RATE SCHEDULE GS
GENERAL SERVICE NON-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose with a maximum monthly demand of 20 kW or less and for which no other specific rate schedule is applicable.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 3 horsepower or larger are connected. All service required on the premises by the customer will be furnished through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase Service ..... $ 6.41
Three Phase Service 14.18

Energy Charge:
All kWh @ ..... 12.292¢

(Continued on Sheet No. 9.1)

(Continued from Sheet No. 9.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GSD

RATE SCHEDULE GSD
GENERAL SERVICE-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service demand electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose once a monthly demand reaches 21 kW or greater, and for which no other specific rate schedule is applicable. Once a monthly demand in excess of 21 kW or greater has been reached, the electric service shall remain on this rate for a minimum of twelve (12) months.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters): $43.13
Demand Charge:
All kW of billing demand per month @..... $7.43
Energy Charge:
All kWh per month @..... 8.823¢

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 10.1)

(Continued from Sheet No. 10.0)

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge."

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall the billing demand for any monthly bill be less than 21 kW.

High Load Factor Conservation Credit:

To any demand customer served under the GSD tariff which had a billable demand level which exceeded 40 kW, and whose load factor averaged sixty-five percent (65%) or higher during six of the previous twelve monthly billing periods. The account must be a current paying customer for the previous twelve months.

For any billing period for which a demand customer's load factor shall be 60 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
60 to 64 percent	$0.50 per kW demand charge
65 to 69 percent	$1.00 per kW demand charge
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

LF = ME/ (MPD*DBP*24)

Where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

Continued on Sheet No. 10.2)

(Continued from Sheet No. 10.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GSLD

RATE SCHEDULE GSLD
GENERAL SERVICE LARGE DEMAND
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service large demand high load factor electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose to any customer contracting for not less than 500 kilowatts (kW), with a monthly load factor of not less than seventy percent (70%).

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters): $43.13

Demand Charge:
All kW of billing demand per month @ $14.41

Energy Charge:
All kWh per month @ ..... 7.953¢

(Continued on Sheet No. 11.1)

(Continued from Sheet No. 11.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge," but in any event no less than $6,604.30.

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall billing demand for any month be less than 500 kW, or the contract demand (if applicable), whichever is greater.

High Load Factor Conservation Credit:

To any customer served under the GSLD tariff contracting for not less than 500 kW, with a load factor of not less than seventy percent (70%) during six of the pervious twelve monthly billing periods. The account must be a current paying customer for the previous twelve months, and no other credits can apply.

For any billing period for which a large demand customer's load factor shall be 70 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

LF = ME/ (MPD*DBP*24)

where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

(Continued on Sheet No. 11.2)

(Continued from Sheet No. 11.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF SERVICE:

Customers choosing to receive electric service under this electric rate schedule shall contract to remain on this rate for a minimum of twelve (12) consecutive months commencing with the first complete billing period following the request for such service.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ED

RATE SCHEDULE ED
ECONOMIC DEVELOPMENT
ELECTRIC SERVICE RATE SCHEDULE

Fort Pierce Utilities Authority (FPUA) offers an economic development rate schedule for general service customers as an incentive for new and expanding customers. There are five tiers of declining discounts on the new or additional Energy Charge based on the following criteria:

Tier	Criteria	Duration of Discount
1	20 kilowatts (kW) or more of new electric demand where FPUA facilities are not currently installed	Two years • Year 1 10% • Year 2 5%
2	20 kilowatts (kW) or more of new or additional electric demand where FPUA facilities are already installed	Three years • Year 1 15% • Year 2 10% • Year 3 5%
3	50 kilowatts (kW) or more of new or additional electric demand	Four years • Year 1 20% • Year 2 15% • Year 3 10% • Year 4 5%
4	100 kilowatts (kW) or more of new or additional electric demand	Five years • Year 1 25% • Year 2 20% • Year 3 15% • Year 4 10% • Year 5 5%
5	300 kilowatts (kW) or more of new or additional electric demand	Negotiated contract rate for Energy Charge

AVAILABILITY:

This schedule is available to eligible General Service customers, throughout the entire territory served by and at the option of FPUA.

APPLICATION:

Service under this schedule shall apply to any new or existing general service customer who meets the minimum criteria as described above. Customers wishing to enjoy the benefits of this economic development rate will be required to sign a contract agreeing to these terms and conditions. Customers or prospective customers defined as Public Administration by the Office of Management and Budget (OMB), North American Industry Classification System (NAICS), are specifically excluded. Participation under this schedule is voluntary and is offered solely at the option of FPUA.

(Continued on Sheet No. 11.6)

(Continued from Sheet No. 11.5)

CHARACTER OF SERVICE:

Service under this rate schedule shall be single phase or three phase, 60 Hertz, alternating current at FPUA's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. This service is available only at the delivery point of the qualifying retail customer served and metered by FPUA.

LIMITATION OF SERVICE:

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

The monthly rate shall be established by FPUA in accordance with the applicable standard rate schedule, and based on the Tier of incentive in the contract.

(i) A Customer Charge, set at the applicable standard rate schedule then in effect.
(ii) A Demand Charge (kW), set at the applicable standard rate schedule then in effect.
(iii) An Energy Charge (kWh), based on the standard rate schedule, discounted as described above.

FPUA reserves the right to audit premises to verify eligibility throughout the contract period. At the end, or upon termination, of the contract, the customer will be charged 100% of the appropriate available and eligible general service rate schedule.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in FPUA's Power Cost Adjustment Clause, which is a part of the Monthly Rate of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the Customer Charge plus applicable Demand Charge.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with FPUA's Tax Adjustment Clause, which is made a part of this rate schedule.

(Continued on Sheet No. 11.7)

(Continued from Sheet No. 11.6)

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in FPUA's General Rules and Regulations for Governing the Provisions of Utility Service.

OS

RATE SCHEDULE OS
TRAFFIC SIGNAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for traffic signal electric service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for traffic signals and other traffic control devices where the traffic signal system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned, and maintained by the customer.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Energy Charge:
All kWh @ .....10.972¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of traffic signals or control devices in service, (ii) the type, (iii) the lamp wattages, (iv) other ancillary equipment, and (v) the days per billing period.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 12.1)

(Continued from Sheet No. 12.0)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

WC

RATE SCHEDULE WC
WIRELESS CAMERA RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for electric service to wireless cameras on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for wireless cameras and control devices, where the camera system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned and maintained by the customer, and are located on utility poles or traffic light structures along publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities.

LIMITATION OF SERVICE:

Services shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous energy and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the cameras and the wires serving the electric fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 13.1)

(Continued from Sheet No. 13.0)

MONTHLY RATE:

Customer Charge per service location:.....$1.65

Energy Charge:
All kWh per month @.....12.292¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of wireless cameras or control devices in service, (ii) the type, (iii) other ancillary equipment, and (iv) the days per billing period.

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is not a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor
(expressed in dollars per kWh).

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

OL

RATE SCHEDULE OL
OUTDOOR SECURITY LIGHTING ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for outdoor security lighting electric service and maintenance only on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other appliance charges.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled security lighting of privately owned roads or streets, and privately or publicly owned yards, driveways, walkways, parks, recreation areas, buildings, parking lots, and other similar type areas.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn the following day (dusk to midnight for some governmental installations), and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the customer's premises, without being subject to trespass, at all reasonable times for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The location of lighting fixtures shall be by mutual agreement and shall not be so located as to create a public nuisance. Substantial and material complaints registered by neighboring customers affected by the light(s) may, at the discretion of the Authority, be grounds for removal or relocation of said light(s). The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines and equipment or for system protection. It is the customer's responsibility to keep trees, shrubs and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

(Continued on Sheet No. 14.1)

(Continued from Sheet No. 14.0)

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

	Dusk to Dawn					Dusk to Midnight	
Average Initial Lumen and Lamp Size	**Light Fixture Type**	**Average Monthly kWh Usage**	**Energy Only**	**Fixture & Maintenance Only**	**Energy, Fixture & Maintenance**	**Average Monthly kWh usage**	**Energy, Fixture & Maintenance**
						Governmental Only	
Standard Yard Light							
8,800 Lumen Light Fixture (100 Watt)	HPS	47	$ 5.22	$ 6.23	$11.45	24	$ 8.89
Cobra Head Lighting							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$ 7.66	$ 7.30	$14.96	35	$11.19
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 7.47	$19.57	55	$13.58
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$ 8.05	$26.70	84	$17.38
28,500 Lumens Light Fixture (250 Watt)	MH	113	$12.55	$15.09	$27.64	57	$21.42
36,000 Lumens Light Fixture (400 Watt)	MH	168	$18.65	$ 9.47	$28.12	84	$18.80
Flood Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 8.13	$20.23	55	$14.24
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$ 8.48	$27.13	84	$17.81
21,000 Lumen Light Fixture (250 Watt)	MH	105	$11.66	$15.35	$27.01	53	$21.23
36,000 Lumen Light Fixture (400 Watt)	MH	166	$18.43	$ 9.93	$28.36	83	$19.14
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$43.19	$13.18	$56.37	195	$34.83
Concourse Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$11.90	$24.00	55	$18.01
50,000 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$11.84	$30.49	84	$21.17
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$43.19	$19.91	$63.10	195	$41.56
Turtle Friendly Lighting Service							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$7.66	$ 8.25	$15.91	35	$12.14
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 8.09	$20.19	55	$14.20

(Continued on Sheet No. 14.2)

(Continued from Sheet No. 14.1)

	Dusk to Dawn						Dusk to Midnight	
Average Initial Lumen and Lamp Size	**Light Fixture Type**	**Average Monthly kWh Usage**	**Energy Only**	**Fixture & Maintenance Only**	**Energy, Fixture & Maintenance**	**Maintenance Only**	**Average Monthly kWh usage**	**Energy, Fixture & Maintenance**
						Existing installations only		
Decorative Lighting Service								
6,400 Lumen Light Fixture (70 Watt)	HPS	36	$4.00	$12.53	$16.53	N/A	18	$14.53
14,000 Lumen Single Light Fixture (175 Watt)	MH	83	$9.21	$29.61	$38.82	$5.94	42	$34.27
28,000 Lumen Double Light Fixture (2-175 Watt)	MH	169	$18.76	$48.45	$67.21	N/A	85	$57.89
Metered Flood Lighting Service (City of FP only)								
50,000 Lumen Light Fixture (400 Watt)	HPS	N/A	N/A	$16.63	N/A	N/A	N/A	N/A

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor (expressed in dollars per kWh).

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard utility pole with an existing secondary facility served by overhead lines or for installation of decorative lights with decorative poles adjacent to an underground secondary point of service. The customer will be required to pay all other costs as a Contribution in Aid of construction prior to installation (this includes the cost of installing poles for concourse lighting service and special controllers for dusk to midnight applications, etc.). The pole(s) and light fixture(s) will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

(Continued on Sheet No. 14.3)

(Continued from Sheet No. 14.2)

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RV

RATE SCHEDULE RV
MASTER-METERED RECREATIONAL VEHICLE PARKS RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for master metered recreational vehicle park electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service to master metered recreational vehicle parks where service is furnished through a single master meter. This schedule is not available to individually metered residences or businesses.

CHARACTER OF SERVICE:

Service under this schedule shall be three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages.

MONTHLY RATE:

A.	Monthly Customer Charge	$34.30
B.	Energy Charge for All Energy Usage	11.330¢ per kWh

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 15.1)

(Continued from Sheet No. 15.0)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

SL

RATE SCHEDULE SL
PUBLIC STREET AND HIGHWAY LIGHTING
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for public street and highway lighting electric service on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other applicable charges.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled dusk-to-dawn lighting of publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way used for the movement of vehicular traffic.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn of the following day, and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 16.1)

(Continued from Sheet No. 16.0)

If the Fort Pierce Utilities Authority is required to remove or replace existing high pressure sodium vapor lighting fixtures under this schedule thereby forcing premature retirement, the customer shall be required to reimburse the Fort Pierce Utilities Authority an amount equal to the original installed cost, less any salvage value, depreciated as determined by the Fort Pierce Utilities Authority.

MONTHLY RATES:

Average Initial Lumen and Lamp Sized	Light Fixture Type	Average Monthly kWh usage	Energy Only	Energy, Fixture & Maintenance	Maintenance Only
Standard Open Bottom Lighting					
8800 Lumens - 100 Watt Fixture	HPS	47	$ 5.22	$11.45	$1.76
Cobra Head					
16000 Lumens - 150 Watt Fixture	HPS	69	$ 7.66	$16.91	$1.76
26000 Lumens - 250 Watt Fixture	HPS	109	$12.10	$23.28	$1.76
50000 Lumens - 400 Watt Fixture	HPS	168	$18.65	$31.54	$1.76
28500 Lumens - 250 Watt Fixture	MH	113	$12.55	$23.58	$6.59
36000 Lumens - 400 Watt Fixture	MH	168	$18.65	$31.44	$2.90
City of Fort Pierce Decorative Lighting					
Energy Only Flood Lights at JC Park (13 Watt)	INC	5	$ 0.56	N/A	N/A
13000 Lumens - 150 Watt Single Fixture - LSI	MH	68	$ 7.55	N/A	$5.07
4600 Lumens - 35 Watt Single Fixture - LSI (Sunrise)	LPS	54	$ 6.00	N/A	$5.07
9200 Lumens - 35 Watt Double Fixture - LSI (Sunrise)	LPS	108	$11.99	N/A	$5.66
3900 Lumens - 50 Watt Bollard - Sternberg	MH	24	$ 2.66	N/A	$5.07
8000 Lumens - 100 Watt - LSI	HPS	47	$ 5.22	N/A	$5.07
8500 Lumens - 100 Watt Single Fixture - Sternberg	HPS	47	$ 5.22	N/A	$5.07
10500 Lumens – 150 Watt Single Fixture – King Luminaire	MH	59	$ 6.55	N/A	$4.30
13800 Lumens - 150 Watt Single Fixture - Lumec	HPS	71	$ 7.88	N/A	$5.07
27600 Lumens - 150 Watt Double Fixture - Lumec	HPS	142	$15.76	N/A	$5.66
15000 Lumens - 175 Watt Single Fixture – Sternberg/Lumec	MH	80	$ 8.88	N/A	$5.66
String lights (Per Bulb)		9	$1.00	N/A	N/A

(Continued on Sheet No. 16.2)

(Continued from Sheet No. 16.1)

LED Lighting					
Decorative Rope Lights (Per Pole)	LED	11	$1.22	N/A	N/A
Low-Power Up-Light (less than 20 Watts)	LED	5	$ 0.56	N/A	N/A
Equivalent to 62 Watt Decorative	LED	23	$ 2.55	N/A	N/A
Equivalent to 175 Watt HID	LED	35	$ 3.89	N/A	N/A
Equivalent to 150 Watt HID	LED	28	$ 3.11	N/A	N/A
Equivalent to 250 Watt HID	LED	45	$ 5.00	N/A	N/A
Equivalent to 400 Watt HID	LED	92	$ 10.21	N/A	N/A
FPL Warning Siren					
FPL Warning Siren	Siren	24	$ 2.95	N/A	N/A

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor
(expressed in dollars per kWh).

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard wood pole located within 100 feet of an existing secondary facility served by overhead lines. The pole and light fixture will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

CHARGES FOR SPECIAL POLES:

If standard concrete poles are requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the installed cost differential between a standard wood pole and the requested standard concrete pole. Any non-standard pole (i.e., fiberglass, steel, aluminum, etc.) and/or non-standard fixture will be purchased, installed, and maintained by the customer. The FPUA will furnish "energy only" to such non-standard poles/fixtures. The Authority reserves the right to install, at its own expense, standard concrete poles if it determines such installation is in the best interest of the Authority and/or the general public.

(Continued on Sheet No. 16.3)

CHARGES FOR UNDERGROUND SERVICE:

If underground service is requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the total cost differential between the standard overhead configuration and the requested underground configuration.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

City Commission Regular Meeting - 4:30 pm **13. c. 1.**

Meeting Date: 05/16/2022

Re:

SUBJECT:

Approval of Resolution No. UA 2022-06 for Electric Rates

Attachments

Electric Rates

Form Review

Form Started By: Linda Cox Started On: 05/05/2022 04:31 PM

Final Approval Date: 05/05/2022

RESOLUTION NO. UA 2022-06

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES FOR ELECTRIC SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2014-03, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 5.0% AND A 4.53% INCREASE IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE RATE SUFFICIENCY, DEMONSTRATED IN THE FINANCIAL FEASIBILITY REPORT, AND THE 2022 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR EFFECTIVE DATES HEREOF.

WHEREAS, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the power and duty to fix rates to be charged for gas, electricity, water and wastewater (sanitary sewer), and other utility services sold and services rendered by said Fort Pierce Utilities Authority;

Now, therefore, be it resolved by Fort Pierce Utilities Authority, Fort Pierce, Florida:

SECTION I: The rates for Electric Service furnished from the Fort Pierce Utilities Authority electrical distribution system shall be in accordance with the tariff sheets attached to this Resolution, which shall be submitted to the Public Service Commission.

SECTION II: Upon adoption of this Resolution and approval thereof by the City Commission of the City of Fort Pierce, Florida, the provisions of Section 1 of this Resolution shall be established as an order of Fort Pierce Utilities Authority and all Resolutions of Fort Pierce Utilities Authority inconsistent with this Resolution are hereby repealed.

SECTION III: ANNUAL INDEXING PROVISION: In order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the electric system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the electric system, such adjustment shall not carry forward to future years. The price index shall not be applied to the base power cost.

SECTION IV: OTHER RESOLUTIONS - All sections of resolutions pertaining to Fort Pierce Utilities Authority that have not been deleted or superseded up to and including the changes incorporated herein shall remain in effect.

SECTION V: This Resolution and all rate changes referred to therein shall take effect (1) for the 5.0%, on the first billing cycle of the next billing month after the FPUA Board adopts, and if required, the City Commission of the City of Fort Pierce, Florida approves such resolutions, and (2) for the 4.53%, on October 1, 2022.

This 3rd day of May, 2022 A.D.

ATTEST:

Secretary

Chairman

Approved as to form and correctness:

Fort Pierce Utilities Authority Attorney

City Commission Regular Meeting - 4:30 pm **13. c. 2.**

Meeting Date: 05/16/2022

Re: Natural Gas Rates

SUBJECT:

Approval of Resolution No. UA 2022-07 for Natural Gas Rates

Attachments

Natural Gas Rates

Form Review

Form Started By: Linda Cox Started On: 05/05/2022 04:44 PM

Final Approval Date: 05/05/2022

RESOLUTION NO. UA 2022-07

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR NATURAL GAS SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. 2021-07, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 5.0% AND A 4.53% INCREASE IN THE CUSTOMER AND COMMODITY CHARGES BASED ON THE RATE SUFFICIENCY, DEMONSTRATED IN THE FINANCIAL FEASIBILITY REPORT, AND THE 2022 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR EFFECTIVE DATES HEREOF.

WHEREAS, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the power and duty to fix rates to be charged for gas, electricity, water, and wastewater (sanitary sewer), and other Utility Services sold and services rendered by said Fort Pierce Utilities Authority;

Now, therefore, be it resolved by Fort Pierce Utilities Authority (FPUA), Fort Pierce, Florida:

SECTION I: INTERPRETATION OF RESOLUTION - This Resolution shall not be construed to relieve or lessen the responsibility or liability of any party owning, operating, controlling, or making gas installation or gas distribution, for damages to person or property caused by any defect therein or the negligent installation thereof, nor shall FPUA be held as assuming any such liability by reason of the inspection or examination authorized herein, or the license or certificate of inspection issued as herein provided.

SECTION II: NATURAL GAS SERVICE RATE SCHEDULE - The schedule of rates and charges to be imposed for the commodity and facilities furnished by the natural gas distribution system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. FPUA shall charge and collect for service based on availability, applicability, character of service, Customer Charge/Minimum Charge, Commodity Charge, Purchased Gas Adjustment, and Tax Adjustment. The schedule thereof, which shall be applicable to all natural gas service provided by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. RESIDENTIAL AND COMMERCIAL:

1. Availability: Service under the Residential and Commercial rate schedule shall apply only to individual dwelling units and their appurtenances where natural gas is used exclusively for cooking and/or water heating and/or other Residential purposes in addition to building heating. Each dwelling unit in multiple unit residential dwelling complexes shall be considered as a separate Customer and shall be separately metered and billed. This rate shall not be available for buildings equipped only with natural gas space heaters where no other use is made of natural gas, or for standby or auxiliary service. No natural gas purchased under this schedule shall be resold for any purpose.

2. Character of Service: Natural gas delivered at an average pressure of seven (7) inches water column and an average heating value of 1,020 BTU's per standard cubic foot.

3. Monthly Rate:

TABLE NO. NG-1

Meter Size in cfh	(a.) Customer Charge/Minimum Charge July 1, 2022 (1)	(a.) Customer Charge/Minimum Charge October 1, 2022 (2)
175 - 250	$ 14.81	$ 15.48
400 - 425	18.12	18.94
630	27.46	28.70
750	29.59	30.93
800 - 880	32.60	34.08
1,000	35.33	36.93
1,400	46.83	48.95
1,500	49.69	51.94
2,300	72.66	75.95
3,000	92.67	96.87
3,500	107.06	111.91
5,000	149.96	156.75
5,500	164.46	171.91
9,000 – 10,000	182.84	191.12
14,000	213.11	222.76
18,000	276.71	289.24

a. Customer (Readiness-to-Serve) Charge/Minimum Charge, as shown in Table No. NG-1:

i. Active Account: The flat monthly charge based on Meter size; no gas included.

ii. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure

which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property for a period of two (2) years of inactivity, at which time the Meter will be removed in accordance with U.S. Department of Transportation regulations.

b. Commodity Charge, as shown in Table No. NG-2:

TABLE NO. NG-2

ccf	(b.) Commodity Charge per ccf July 1, 2022 (1)	(b.) Commodity Charge per ccf October 1, 2022 (2)
0 - 100	$ 1.58	$ 1.63
101 - 500	1.05	1.07
501 – 2,000	0.97	0.99
Over 2,000	0.91	0.93

B. HEAT ONLY:

1. Availability: Service under the Heat Only rate schedule shall apply to all Customers using natural gas for heating purposes only in homes, buildings, or structures, inside and outside corporate limits, where service is supplied at one location through one Meter. No other rate schedule or schedules shall be applied in such cases. No natural gas purchases under this schedule(s) shall be resold for any purpose.

2. Character of Service: Same as Section II.A.(2) above.

3. Monthly Rate:

a. Customer (Readiness-to-Serve) Charge/Minimum Charge, as shown in Table No. NG-3: The flat monthly charge based on Meter size; no gas included.

TABLE NO. NG-3

Meter Size in cfh	(a.) Heat Only Customer Charge/Minimum Charge July 1, 2022 (1)	(a.) Heat Only Customer Charge/Minimum Charge October 1, 2022 (2)
175 - 250	$ 19.69	$ 20.58
400 - 425	24.99	26.12
750	43.34	45.30
1,000	52.58	54.96
1,500	73.70	77.04
3,000	144.27	150.81
5,000	235.98	246.67

b. Commodity Charge, as shown in Table No. NG-4:

TABLE NO. NG-4		
ccf	(b.) Heat Only Commodity Charge per ccf July 1, 2022 (1)	(b.) Heat Only Commodity Charge per ccf October 1, 2022 (2)
0 - 100	$ 2.09	$ 2.16
101 - 500	1.60	1.65
501 – 2,000	1.48	1.52
Over 2,000	1.37	1.41

C. CONTRACT GAS:

Availability: Service under the Contract Gas rate schedule shall apply to any Commercial or industrial Customer, inside and outside the City limits, who maintains adequate standby equipment and fuel supplies for operation with an alternate fuel and who uses a contract minimum of 500,000 ccf per year or more. No natural gas purchased under this rate schedule shall be resold for any purpose without the expressed written permission of FPUA, subject to separate rate negotiations. Specific Customer requirements, character of service, and Monthly Rates shall be set forth in a service agreement between FPUA and the Customer.

D. COMPRESSED NATURAL GAS (CNG) RIDER:

1. **Availability:** This rider is available to any natural gas Customer throughout FPUA's service area, including both existing and new Customers.

2. **Applicability:** Service under this rider is applicable, at the request of the Customer, where gas is used for gas delivered to any Customer through a separate meter for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

3. **Character of Service:** Same as Section II.A.(2) above.

4. **Monthly Rate:**

   a. Commodity Charge per ccf $0.82 (July 1, 2022) and $0.84 (October 1, 2022)

   b. The minimum charge under this rider shall be shall be the Customer Charge/Minimum Charge referred to in Table No. NG-1. The Commodity Charge shall be the volume of gas consumed in ccf times the Commodity Charge per ccf. In the event that no gas is consumed in a billing period, the minimum bill under this rider shall be the Customer Charge/Minimum Charge.

E. GAS COOLING RIDER:

1. Availability: This rider is available to any natural gas Customer throughout FPUA's service area, including both existing and new Customers where gas is used for building cooling in addition to gas used for other domestic and/or commercial purposes.

2. Applicability: Service under this rider is applicable, at the request of the Customer, to incremental consumption associated with new gas end use applications with summer intensive profiles such as gas-fired air conditioning (and space conditioning provided by the same appliance) and gas-fired desiccant cooling. The qualifying incremental gas cooling service shall be separately metered to ensure that the rates provided under this rider apply only to eligible gas loads.

3. Character of Service: Same as Section II.A.(2) above.

4. Monthly Rate:

a. Commodity Charge per ccf $0.82 (July 1, 2022) and $0.84 (October 1, 2022)

b. The minimum charge under this rider shall be the Customer charge/Minimum Charge referred to in Table No. NG-1. The Commodity Charge shall be the volume of gas consumed in ccf times the Commodity Charge per ccf. In the event that no gas is consumed in a billing period, the minimum bill under this rider shall be the Customer Charge/Minimum Charge.

F. SPECIAL CLASSIFICATION AUTHORIZED: Whenever it is determined by FPUA to be necessary to classify any Commercial institutions or industries by reason of the unusual purpose for which natural gas is used, or whenever the established schedule of rates and charges for any reason is not applicable, then special rates may be established by FPUA. Any person, firm, or corporation being dissatisfied with the established schedule of rates by reason of peculiar or unusual use or occupancy of any premises and consequently alleging peculiar or unusual uses of gas services, may file application with FPUA for special classification. In making any such determination as to special classification, FPUA may have the advice of a consulting engineer of national reputation and shall obtain the written recommendation of such consulting engineer in connection with the establishment of such special classification.

SECTION III: PURCHASED GAS ADJUSTMENT - The Purchased Gas Adjustment is a component of the monthly charge for natural gas service and is applicable to all natural gas sales. The amount computed at the previously listed Commodity Charges shall be adjusted plus or minus by an amount equal to the result of multiplying the measured or used volume of gas in ccf's by the Purchased Gas Adjustment factor (PGA) in effect at the time and determined as follows:

$$PGA = [(A + B)/C - D] \times 1/(1 - T)$$

Where:

1. **PGA** = Estimated PGA in dollars per ccf. Due to gas price volatility, FPUA has the option to adjust the PGA monthly.

2. **A** = Total estimated purchased gas costs for the twelve-month period including, but not limited to, demand charges, commodity charges, administrative charges, charges for heating content, and other charges and adjustments necessary to compensate for temperature, losses, and pressure associated with natural gas purchases.

3. **B** = An amount to correct for the over- or under-recovery of the actual applicable purchased cost of gas, determined as the difference between the actual applicable purchased cost of gas and the purchased cost of gas actually billed during the same period; plus previous over- or under-recovery of actual applicable purchased gas costs as defined above associated with prior period adjustments, if any.

4. **C** = Estimated gas sales in ccf.

5. **D** = Base gas cost or the gas cost included in the base rate; $0.50

6. **T** = Appropriate tax rate for any applicable taxes.

SECTION IV: OTHER PROVISIONS

A. ANNUAL INDEXING PROVISION: In order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the gas system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the gas system, such adjustment shall not carry forward to future years. The price index shall not be applied to the base gas cost.

B. TAX ADJUSTMENT: The amount computed at the above Monthly Rate, as adjusted by the application of the PGA, shall be subject to taxes, assessments, and surcharges imposed by any governmental authority, which are assessed on the basis of Meters or Customers or the price of or revenues from natural gas purchases or sales.

C. INTERRUPTION OF SERVICE: FPUA will make every reasonable attempt to provide continuous service but does not guarantee a continuous supply of gas and shall not be liable for damage occasioned by interruptions of service; or failure to commence delivery caused by an act of God, or the public enemy, or for any cause beyond its control, including, but not limited to, the failure or breakdown of FPUA's suppliers or its equipment or facilities; freezing of wells, lines, or pipes; depletion of gas supplies; floods; fire; strikes; action or order of any agency having jurisdiction in the premises; or for interruptions which are necessary for inspection, repair, or changes in the natural gas system of FPUA. The Customer shall notify FPUA immediately of any defects, trouble, or accident which may in any way affect the delivery of gas by FPUA.

SECTION V: This Resolution and all rate changes referred to therein shall take effect (1) for the 5.0%, on the first billing cycle of the next billing month after the FPUA Board adopts and, if required, the City Commission of the City of Fort Pierce, Florida approves such resolutions, and (2) for the 4.53%, on October 1, 2022.

Adopted this the 3rd day of May, 2022 A.D.

ATTEST:

Secretary

Chairman

Approved as to form and correctness:

Fort Pierce Utilities Authority Attorney

City Commission Regular Meeting - 4:30 pm **13. c. 3.**

Meeting Date: 05/16/2022

Re: Water Rates

SUBJECT:

Approval of Resolution No. UA 2022-08 for Water Rates

Attachments

Water Rates

Form Review

Form Started By: Linda Cox Started On: 05/05/2022 04:41 PM

Final Approval Date: 05/05/2022

RESOLUTION NO. UA 2022-08

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2021-06, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR TWO SEPARATE 10.0% INCREASES IN THE CUSTOMER AND VOLUME CHARGES, BASED ON THE RATE SUFFICIENCY, DEMONSTRATED IN THE FINANCIAL FEASIBILITY REPORT, AND THE 2022 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR EFFECTIVE DATES HEREOF.

WHEREAS, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the power and duty to fix rates to be charged for gas, electricity, water, wastewater (sanitary sewer), and other Utility Services sold and services rendered by said Fort Pierce Utilities Authority;

Now, therefore, be it resolved by Fort Pierce Utilities Authority (FPUA), Fort Pierce, Florida:

SECTION I: WATER SERVICE RATE SCHEDULE - The schedule of rates and charges to be imposed for the commodity and facilities furnished by the water system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the Resolution entitled General Rules and Regulations Governing the Provision of Utility Service. The schedule thereof, which shall be applicable to all water service within the territory served by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. MONTHLY RATE: Monthly charges for water service are as follows:

TABLE NO. W-1 JULY 1, 2022 (1)					
	Included in Minimum Charge				
Meter Size	(a.) Customer Charge	Volume in Gallons	(b.) Volume Charge	(c.) Minimum Charge	(d.) Unmetered Fire Protection
5/8 x 3/4 inch	$ 16.58	3,000	$ 12.75	$ 29.33	NA
1 inch	41.17	6,000	25.50	66.67	$ 3.56
1 1/2 inch	82.41	12,000	51.00	133.41	5.68
2 inch	131.77	18,000	76.50	208.27	8.04
3 inch	263.65	38,000	161.50	425.15	15.85
4 inch	411.74	52,000	221.00	632.74	23.65
6 inch	823.48	105,000	446.25	1,269.73	49.60
8 inch	1,317.59	180,000	765.00	2,082.59	80.34
10 inch	1,893.99	240,000	1,020.00	2,913.99	113.41

TABLE NO. W-1 OCTOBER 1, 2022 (2)					
	Included in Minimum Charge				
Meter Size	(a.) Customer Charge	Volume in Gallons	(b.) Volume Charge	(c.) Minimum Charge	(d.) Unmetered Fire Protection
5/8 x 3/4 inch	$ 18.24	3,000	$ 14.04	$ 32.28	NA
1 inch	45.29	6,000	28.08	73.37	$ 3.92
1 1/2 inch	90.65	12,000	56.16	146.81	6.25
2 inch	144.95	18,000	84.24	229.19	8.84
3 inch	290.02	38,000	177.84	467.86	17.44
4 inch	452.91	52,000	243.36	696.27	26.02
6 inch	905.83	105,000	491.40	1,397.23	54.56
8 inch	1,449.35	180,000	842.40	2,291.75	88.37
10 inch	2,083.39	240,000	1,123.20	3,206.59	124.75

1. **Customer (Readiness-to-Serve) Charge**, as shown in Table No. W-1:

a. Active Account: The flat monthly charge based on the serving water Meter size.

b. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property based on the serving water Meter size.

c. Fire Flow Meters: The Customer Charge for Fire Flow Meters will be the Customer Charge for the required equivalent domestic Meter size, excluding fire flow. When Fire Flow Meters are replaced, the Customer Charge will remain the same if the replacement Meter is equivalent in flow characteristics to the original Meter.

2. **Volume Charge:** For Residential and Commercial Customers, all additional water usage in excess of the gallon volume quantities listed in Table No. W-1 will be charged on the basis of monthly metered water usage at the rate of $4.25 per 1,000 gallons beginning in July and $4.68 on October 1, 2022. [See Conservation Charge (Section I.A.5.a.) for further explanation.]

3. **Minimum Charge:** As shown in Table No. W-1, the Minimum Charge is the Customer Charge plus the Volume Charge; the Volume Charge is based on a minimum number of gallons determined by the serving water Meter size.

4. **Unmetered Fire Protection:** As shown in Table No. W-1, Unmetered Fire Protection is the readiness-to-serve charge for private hydrants, sprinkler systems, hose cabinets, standpipes, or any other device used exclusively for fire protection.

5. **Exceptions:** The following volume charges differ from those listed in Table No. W-1.

TABLE NO. W-2 JULY 1, 2022 (1)

Gallons Per Month	(a.) 5/8 x 3/4 Inch Conservation Charge	(b.) Irrigation Volume Charge
Up to 10,000 *	$4.25	$4.25
10,001 - 15,000	5.31	5.31
Over 15,000	6.38	8.98

TABLE NO. W-2 OCTOBER 1, 2022 (2)

Gallons Per Month	(a.) 5/8 x 3/4 Inch Conservation Charge	(b.) Irrigation Volume Charge
Up to 10,000 *	$4.68	$4.68
10,001 - 15,000	5.85	5.85
Over 15,000	7.02	9.88

* This row is not an Exception, but is provided as a reference for clarity.

a. **Conservation Charge for 5/8 x 3/4 Inch Meters:** For the purpose of promoting water usage conservation, a Conservation Charge for all Residential and Commercial Customers served by 5/8 x 3/4 inch water Meters is shown in Table W-2. The Conservation Charge shall be 1.25 times the Volume Charge for water usage from 10,001 to 15,000 gallons per month, and 1.5 times the Volume Charge for water usage over 15,000 gallons per month.

b. **Irrigation Volume Charge:** As shown in Table No. W-2, all additional usage in excess of the gallons included in the Minimum Charge will be billed on the basis of monthly metered water usage at the rates listed.

B. BULK WATER RATES: Bulk water rates were established through an interlocal agreement with St. Lucie County, Florida for the provision of bulk water, wastewater and reclaimed water services and enacted through St. Lucie County Ordinance No. 04-023. Amendment 1 to that bulk service agreement allows for revisions to bulk water and wastewater rates at such time and in the same percentage as the FPUA revisions to residential customer rates. The usage charge for bulk water will be charged on the basis of monthly metered usage at the rate of $5.47 per 1,000 gallons beginning in July and $6.02 on October 1, 2022.

C. FIRE HYDRANT METERS: When Water is delivered through a fire hydrant Meter on a temporary basis, the temporary Water billing rate will be at the 5/8 x 3/4 inch Meter rate unless, as determined by FPUA staff, demand and/or usage warrant a different rate.

D. ANNUAL INDEXING PROVISION: In order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the water system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the water system, such adjustment shall not carry forward to future years.

E. TAX ADJUSTMENT: The amount computed at the above Monthly Rate shall be subject to taxes and assessments imposed by any governmental authority which are assessed on the basis of Meters or Customers or the price of or revenues from water service sold or volume of water purchased for sale or sold. Accordingly, Unmetered Fire Protection service charges are not subject to Utility Tax or Surcharge.

A utility tax of 10% shall be added to all rate schedules for service inside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by Subsection 166.231, Florida Statutes.

F. SURCHARGE: A surcharge of 25% shall be added to all rate schedules for service provided outside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by Subsection 180.191, Florida Statutes.

SECTION II: This Resolution and all rate changes referred to therein shall take effect (1) for the first 10.0%, on the first billing cycle of the next billing month after the FPUA Board adopts and, if required, the City Commission of the City of Fort Pierce, Florida approves such resolutions, and (2) for the second 10.0%, on October 1, 2022.

Adopted this the 3rd day of May, 2022 A.D.

ATTEST:

Secretary

Chairman

Approved as to form and correctness:

Fort Pierce Utilities Authority Attorney

City Commission Regular Meeting - 4:30 pm **13. c. 4.**

Meeting Date: 05/16/2022

Re: Wastewater Rates

SUBJECT:

Approval of Resolution No. UA 2022-09 for Wastewater Rates

Attachments

Wastewater Rates

Form Review

Form Started By: Linda Cox Started On: 05/05/2022 04:42 PM

Final Approval Date: 05/05/2022

RESOLUTION NO. UA 2022-09

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WASTEWATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2021-08, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR TWO SEPARATE 10.0% INCREASES IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE RATE SUFFICIENCY, DEMONSTRATED IN THE FINANCIAL FEASIBILITY REPORT, AND THE 2022 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR EFFECTIVE DATES HEREOF.

WHEREAS, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the power and duty to fix rates to be charged for gas, electricity, water, wastewater (sanitary sewer), and other Utility Services sold and services rendered by said Fort Pierce Utilities Authority;

Now, therefore, be it resolved by Fort Pierce Utilities Authority (FPUA), Fort Pierce, Florida:

SECTION I: WASTEWATER SERVICE RATE SCHEDULE - The schedule of rates and charges to be imposed for the services and facilities furnished by the wastewater system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. The schedule thereof, which shall be applicable to all wastewater service within the territory served by FPUA, shall be implemented as follows:

A. MONTHLY RATE: Monthly charges for wastewater service are as follows:

TABLE NO. WW-1		
Meter Size	(1.) Customer Charge July 1, 2022 (1)	(1.) Customer Charge October 1, 2022 (2)
5/8 x 3/4 inch	$ 17.85	$ 19.64
1 inch	44.72	49.19
1 1/2 inch	89.40	98.34
2 inch	143.11	157.42
3 inch	286.21	314.83
4 inch	447.16	491.88
6 inch	894.30	983.73
8 inch	1,430.95	1,574.05
10 inch	2,056.99	2,262.69

1. Customer (Readiness-to-Serve) Charge, as shown in Table No. WW-1:

a. Active Account: The flat monthly charge based on the serving water Meter size.

b. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property based on the serving water Meter size.

TABLE NO. WW-2	
(2.) Usage Charge Per 1,000 Gallons July 1, 2022 (1)	(2.) Usage Charge Per 1,000 Gallons October 1, 2022 (2)
$ 6.40	$ 7.04

2. Usage Charge: Usage Charges are based on the quantity of wastewater discharged to FPUA's wastewater system. All wastewater service will be charged on the basis of monthly-metered water usage at the rate shown in Table No. WW-2.

a. Standard: Single family Residential wastewater usage (individual metered water usage) up to 10,000 gallons per month shall be billed the wastewater Usage Charge. Standard Commercial wastewater usage per month shall be billed the wastewater Usage Charge based on 100 percent of the monthly metered water usage.

b. Non-Standard: If a large percentage of water entering a Commercial establishment will not be discharged to FPUA's wastewater system, a separate water service and Meter may, with the approval of the Director of Utilities or his or her authorized representative, be installed to serve that portion of the establishment. In cases where 100% of the flow from the separate Meter will not be discharged to sewer, the Meter will be utilized as a deduct Meter. In cases where a portion of the flow from the separate Meter is discharged to sewer, a percentage of the flow from the separate Meter will be deducted from the master Meter flow. The specific methodology for establishing the percentage is described below.

The Customer must satisfy the following requirements for FPUA to determine approval or disapproval of a separate water service and Meter for the purpose of billing the Non-Standard Usage Charge.

i. Provide a signed and sealed letter from a registered professional engineer describing water use and wastewater generation volumes for the processes or flow streams to be considered for the Non-Standard Usage Charge, including any relevant process information or documentation to substantiate the estimated flows.

ii. Provide signed and sealed facility drawings, including piping arrangements, flow schematics, and desired water metering locations.

iii. If wastewater flows from the facility involve industrial processes (including cooling tower discharges), the Customer must submit an application to FPUA for an Industrial Pretreatment Permit.

Upon approval, the Customer shall develop the percentage of monthly-metered water usage that will be applied to the wastewater Usage Charge, using a method acceptable to FPUA. Customer Charges for both water and wastewater will be billed on the account set up for Non-Standard wastewater billing. The percentage adjustment does not apply to Customer Charges.

At the discretion of FPUA, all Commercial accounts with the Non-Standard Usage Charge are subject to periodic review and subsequent adjustment to determine that the percentage accurately reflects the wastewater generation volume to be used for billing. To comply with this clause, Customers shall provide updates of the information required in Section I, A, (2) (b) above.

3. Maximum Residential Charge: The maximum monthly wastewater charge for individually metered (water Meter) single-family Residential accounts in any month shall not exceed an amount computed as the Customer Charge plus the Usage Charge, up to and including 10,000 gallons of required monthly service. Any water Meter serving more than one single-family Residential unit shall be billed on total monthly metered water usage for wastewater service.

B. METERED WASTEWATER: Wastewater charges are based on the quantity of wastewater discharged to FPUA's wastewater system. In some cases the Customer may receive its water supply from a source other than FPUA. In these cases, FPUA may allow utilization of a sewer flow Meter or installation of a water Meter that meters the alternate source of water supply for wastewater billing purposes. Wastewater metering is not a preferred method, and will be reviewed on a case by case basis prior to allowing its implementation.

C. BULK WASTEWATER RATES: Bulk wastewater rates were established through an interlocal agreement with St. Lucie County, Florida for the provision of bulk water, wastewater and reclaimed water services and enacted through St. Lucie County Ordinance No. 04-023. Amendment 1 to that bulk service agreement allows for revisions to bulk water and wastewater rates at such time and in the same percentage as the FPUA revisions to residential customer rates. The charge for bulk wastewater will be billed on the basis of monthly metered water usage at the rate of $5.76 beginning in July and $6.34 on October 1, 2022 per 1,000 gallons.

D. OTHER FACILITIES (FLAT RATE SEWER): Any facility using the wastewater system not included in the above categories shall be charged an amount to be determined by the Director of Utilities or his or her authorized representative. This charge will be billed monthly.

E. PRIVATE SEPTAGE: FPUA's treatment facilities for treatment and disposal are not designed to directly accept private septage; therefore, FPUA shall accordingly refuse to accept private septage into its system unless it has been processed through a FPUA approved pretreatment facility.

F. ANNUAL INDEXING PROVISION: In order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the wastewater system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the wastewater system, such adjustment shall not carry forward to future years.

G. TAX ADJUSTMENT: The amount computed at the above Monthly Rate shall be subject to taxes and assessments imposed by any governmental authority which are assessed on the basis of Meters or Customers or the price of or revenues from wastewater service sold.

H. SURCHARGE: A surcharge of 25% shall be added to all rate schedules for service provided outside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by Subsection 180.191, Florida Statutes.

SECTION II: This Resolution and all rate changes referred to therein shall take effect (1) for the first 10.0%, on the first billing cycle of the next billing month after the FPUA Board adopts and, if required, the City Commission of the City of Fort Pierce, Florida approves such resolutions, and (2) for the second 10.0%, on October 1, 2022.

This the 3rd day of May, 2022 A.D.

ATTEST:

Secretary

Chairman

Approved as to form and correctness:

Fort Pierce Utilities Authority Attorney