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

## CITY COMMISSION AGENDA

Regular Meeting - Monday, October 16, 2023 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Mark Leonard with Riverview Baptist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from October 02, 2023 Regular Meeting

6. **PROCLAMATIONS**

   a. Hospice and Palliative Care Month

   b. Florida City Government Week - October 16 - 23, 2023

7. **LETTERS TO COMMISSION**

   a. Letter from Chrystal Netherton, CEO of Graceway Village, thanking the City of Fort Pierce for a $5,000 contribution towards providing nutritious meals for families and much-needed clothing for children.

b. Letter from Will Armstead, CEO, Boys & Girls Clubs of St. Lucie County, thanking the City of Fort Pierce for a contribution of $5,000 towards the cost of the purchase of equipment and materials for the Infinity Club House's drumline.

c. Letter from Darrell Drummond, President/CEO of Council on Aging of St. Lucie County, thanking the City of Fort Pierce for trimming the overgrown trees on South 16th Street.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval of piggyback agreement with TRP Construction Group to install new pavement markings on Delaware Avenue from 17th Street to US 1 in an amount not to exceed $51,445.00.

b. Approval of the Federally funded SubAward and Grant Agreement with Florida Division of Emergency Management for Hurricane Nicole.

c. Approval of federally funded SubAward and Grant Agreement with Florida Division of Emergency Management for Hurricane Ian .

d. Approval to award Specific Authorization #2 for RFQ 2019-027 to Stantec for professional engineering design services for the 11th Street, Boston Avenue, and Preston Court roadway improvement project in an amount not to exceed $199,482.85.

e. Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of $974.14.

f. Approval of Travel for Mayor Linda Hudson to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of $949.74.

g. Approval of Travel for Commissioner Arnold Gaines to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of $974.14.

h. Approval of PRP Construction Group, LLC Change Order No. 1 in the amount of $110,250.00.

i. Authorize purchase of services from L & S Enterprises, LLC, as a single source purchase, to replace light fixtures along S. Ocean Drive for an amount not to exceed $231,300.00.

j. Approval of award of $5,000 for the PY 22-23 Small Business Grant to Destiny Therapeutic Service, LLC.

k. Approval of proposal from Beemats, New Smyrna Beach, FL, in the amount of $171,072.00 for the annual harvesting, maintenance, and re-nourishment of vegetated mats at the Indian Hills Recreation Area.

l. Approve the purchase of streetlights and associated streetlighting materials from FPUA at a cost of $200,000.00 to be utilized within the limits of the Ohio Avenue Roadway Reconstruction project extending between U.S. Highway 1 and 11th Street.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 23-054 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. FIRST READING.

b. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan, Development and Design Review, submitted by property owner and applicant Devin Wheaton, to build a 13,000 square-foot office/shop space for Treasure Coast General Contractor business located at 2006 Hartman Road, more specifically at Parcel ID: 2417-332-0005-000-1.

c. Legislative Hearing - Ordinance 23-055 - Review and approval for a voluntary annexation by property owners Daniel and Janica Jules of three (3) parcels at the South east corner of Totten Road and Rhode Island Avenue, more specifically at Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1.

d. Quasi-Judicial Hearing - Ordinance 23-056 - Review and approval of a Zoning Map Amendment by applicant Franco Prado to change the zoning of one (1) parcel of land from Residential Single-Family - Three Units Per Acre, E-3, to Planned Development, PD at 1038 S. 37th Avenue, more specifically at Parcel ID: 2417-213-0001-000-7 - FIRST READING.

e. Legislative Hearing - Ordinance 23-057 - An ordinance amending the code of ordinances of the City of Fort Pierce, Florida; amending the future land use map of the comprehensive plan to change the designation of property generally located at the northeast corner of Selvitz Road and Devine road and west of Christensen road, from low density residential, RL, to mixed use development, MXD; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict; providing for an effective date - FIRST HEARING

f. Quasi-Judicial Hearing - Ordinance 23-058 - An ordinance by the City Commission of the City of Fort Pierce amending the city's zoning atlas and establishing a zoning designation of planned development (PD) for three (3) parcels containing approximately 122.8 acres and being generally located at or near the northeast corner of Selvitz Road and Devine road and west of Christensen road in Fort Pierce, Florida; providing for a severability clause; repealing all ordinances or parts thereof in conflict herewith; and providing for an effective date.
Subject property: Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4 - FIRST READING

13. **CITY COMMISSION**

a. Resolution 23-R54 reappointing Bob Burdge as an at-large member of the Parks Advisory Board.

b. Resolution 23-R55 Authorizing the City to enter into a lease with the United States of America for tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), of the 4th Floor of the Sunrise Center, 310 Orange Avenue.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

**City Commission Regular Meeting - 5:05 pm** **5. a.**

**Meeting Date:** 10/16/2023

**Re:** Approval of the Minutes from the October 02, 2023 Regular Meeting.

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Approval of Minutes from October 02, 2023 Regular Meeting

**Attachments**

10.02.2023 Regular Meeting

**Form Review**

Form Started By: Latoya Ransom Started On: 10/11/2023 02:47 PM

Final Approval Date: 10/11/2023

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, OCTOBER 02, 2023.

## 1. CALL TO ORDER

Mayor Hudson called the October 2, 2023, Regular Meeting of the City Commission to order at 5:05 P.M

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to excuse Commissioner Gaines from the meeting.

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

Passed

## 2. OPENING PRAYER

## 3. PLEDGE OF ALLEGIANCE

## 4. ROLL CALL

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

Absent: Commissioner Arnold Gaines

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
Interim City Attorney Sara Hedges

## 5. APPROVAL OF MINUTES

a. Approval of Minutes from the September 18, 2023 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the minutes of the September 18, 2023 Regular Meeting

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

Passed

## 6. PROCLAMATIONS

a. Red Ribbon Week

b. Careers in Construction

## 7. LETTERS TO COMMISSION

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda as set.

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

Passed

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

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Ann Simett – Item 13c

Dale S Van Der Lugt – Item 13c

**10. MISCELLANEOUS REPORTS**

a. Boys & Girls Clubs of St. Lucie County Activities Update by Will Armstead, Chief Executive Officer

Will Armstead, Chief Executive Officer, Boys and Girls Club of St. Lucie County, presented spotlights on the Boys and Girls Club including The Youth of the Year.

**11. CONSENT AGENDA**

a. Approval of the Police Department's annual purchase orders over $10,000 for FY2023-2024 for a total of $689,727.

b. Approval to execute the contract with Accurate Power and Technology in response to Bid Proposal 2023-034 - Electrical Services for the installation of the Building Department generator in the amount of $59,382.54.

d. Approval of travel for Commissioner Arnold Gaines to attend the Institute for Elected Officials in Daytona Beach Florida from October 26, 2023 to October 28, 2023 in the amount of $587.40.

e. Approval of travel for Commissioner Michael Broderick to attend the Institute for Elected Officials in Daytona Beach Florida from October 26, 2023 to October 28, 2023 in the amount of $587.40.

f. Approval of Letter of engagement with GrayRobinson, P.A. for Governmental Consulting Services in the amount of $54,000.

g. Approval of Assignment of Agreement from Cardno Inc to Stantec Consulting Services Inc.

h. Approval of Unit Price Contract for Bid No. 2023-009, Canal Right of Way Mowing & Debris Removal Services, to Heath Beimly, LLC of West Plm Beach FL, in the amount of $251,500.00.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the Consent Agenda.

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

Passed

## 12. PUBLIC HEARINGS

a. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with New Construction (Development and Design Review) submitted by applicant Mike Seal, to construct a single-family residence with a height of 35-feet tall on Surfside Drive, more specifically located at Parcel IDs: 2507-234-0002-000-5 and 2507-234-0003-000-2.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings as they apply to subsequent Quasi-Judicial Hearings tonight. Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick – Yes (Attended the Planning Board meeting, email and calls)
Commissioner Curtis Johnson Jr.- Yes (Emails)
Commissioner Jeremiah Johnson – Yes (Correspondence and conversation with residents)
Mayor Hudson – Yes (Emails, text, viewed the Planning Board meeting)

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Ryan Altizer, Senior Planner, presented the review and approval of an application for Conditional Use with New Construction on Surfside Drive.

RECOMMENDATION:

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed Conditional Use to a height of 35 feet.

Questions of Staff:
The Commission inquired on the zoning classification, FEMA flood height requirements, landscape plans, stormwater plans, parking, setbacks, and impervious paving.
Ryan Altizer and Kevin Freeman, Planning Director, addressed the questions posed by the Commission.

Applicant Questions of Staff:
Mike Seal, the applicant, had no questions for staff.

Question of the Applicant:
Mike Seal presented the proposed project on Surfside Dr. and addressed Commission questions.

The Commission inquired on pervious vs impervious pavers, stormwater management, DEP permit, finished grade height of the first floor, and the finished ceiling height.

Eric Olson, the property owner, provided his background and answered questions posed by the Commission.

Mayor Hudson opened the public hearing.

Comments from the public:
Michael Jacquin – commented on his building process and the proposed location.

Joshua Voss – Posed concern with conditional use.

Stan Stankowski – Posed concern with use as anything other than a private residence.

Chuck Selig – Posed concern with the conditional use.

Denise Jenkins – Posed concern with conditional use and any use outside of a private residence.

Mike Menard – Offered clarification as a design professional.

Margorie Harrell – In support of the proposed property.

Mike Seal responded to comments including what can be viewed from the beach, ensuites, and clarified the location.

Mayor Hudson closed the public hearing.

Commission Discussion:
The Commission discussed short-term rentals and conditional use consideration, the bases of conditional uses, competent substantial evidence, concerns with relation to the neighborhood, and inquired of City Attorney Hedges if the conditions could be modified.

Attorney Hedges clarified the conditional use guidelines and directed the Commission to consider the reasons for denial.

Motion was made by Commissioner Broderick to deny the application on the basis of size, scope, massing, and height.

There was no second.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve the Conditional Use.

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

Passed

## 13. CITY COMMISSION

a. Resolution 23-R49 appointing Justine W. Carter to the Planning Board as Commissioner Curtis Johnson Jr.'s appointee.

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

RESOLUTION NO. 23-R49
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Resolution No.23-R49.

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

Passed

b. Resolution 23-R52 Fort Pierce Resorts, LLC. Property Lease

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

RESOLUTION NO. 23-R52

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE LEASE OF SIX (6) PARCELS OF LAND LOCATED ALONG INDIAN RIVER DRIVE FROM FORT PIERCE RESORTS, LLC.; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Mimms commented that the resolution is for continued use for parking including boat trailer parking.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. approve Resolution No.23-R52.

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

Passed

c. Resolution 23-R53 supporting the naming of the new A1A Bridge in recognition of the E.C. Summerlin Family.

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

RESOLUTION NO. 23-R53
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, TO SUPPORT NAMING THE NEW SR A1A NORTH CAUSEWAY BRIDGE OVER THE INTERCOASTAL WATERWAY IN ST. LUCIE COUNTY, THE E.C. SUMMERLIN FAMILY BRIDGE.; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve Resolution No.23-R53.

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

Passed

## 14. COMMENTS FROM THE PUBLIC

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No comments

## 15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms commented on the reconstruction of Jaycee Park boat ramps, paving of Avenue D, Means Court roadway access, and Ohio Ave.

City Clerk Linda Cox - No comments

City Attorney Sara Hedges announced the Quasi-Judicial training on October 24th at 10 a.m. and 1: 30 p.m., presented by Randy Mora.

## 16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson asked for the Commission's support for possibly renaming a street for Lillian P. Owens 100th Birthday, commented on the unfortunate issues on 29th street, explored street-scaping, and mentioned the FLC Policy Meeting.

A consensus was made to move forward with the process of street renaming and call for nominations.
Commissioner Jeremiah Johnson commented on street-scaping, the town hall meeting, and thanked Westside Church for the use of their facility.

Commissioner Broderick complemented Commissioner Jeremiah Johnson on the town hall meeting.

Mayor Hudson commented on the changes in Fort Pierce.

## 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 7:59 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

**City Commission Regular Meeting - 5:05 pm** **6. a.**

**Meeting Date:** 10/16/2023

**Re:** Hospice and Palliative Care Month

**Submitted For:** Latoya Ransom, Deputy City Clerk, City Clerk

**SUBJECT:**

Hospice and Palliative Care Month

## Attachments

Hospice and Palliative

## Form Review

Form Started By: Latoya Ransom Started On: 09/19/2023 04:24 PM

Final Approval Date: 09/21/2023

# CITY OF FORT PIERCE, FLORIDA

# PROCLAMATION

***WHEREAS***, Medicare's first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice and quality of life; and

***WHEREAS,*** the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

***WHEREAS***, beyond providing physical treatment, hospice attends to the patient's emotional, spiritual, and family needs, and provides family services like respite care and grief counseling; and

***WHEREAS,*** hospice and palliative care organizations are advocates and educators of advanced care planning that help individuals make decisions about the care they want; and

***WHEREAS,*** Treasure Coast Hospice has cared for our communities since 1982, delivering compassionate, caring, expert, and professional Hospice and grief support services to patients and families at the end of life; and

***WHEREAS,*** forty-one years ago, volunteers came together to establish Treasure Coast Hospice because they wanted their family, friends, and neighbors to have access to compassionate, quality end-of-life care from a locally based hospice provider. Founded in 1982, Treasure Coast Hospice is a non-profit community organization of skilled professional and dedicated volunteers serving more than 4,000 patients annually providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie, and Okeechobee counties. During the next year, Treasure Coast Hospice will celebrate the 10th Anniversary of its specialized pediatric care program, Little Treasures, which improves the quality of life of children and teens with life-limiting illnesses by providing support for the entire family.

***NOW, THEREFORE,*** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim November 2023 as:

## *HOSPICE AND PALLIATIVE CARE MONTH*

in the City of Fort Pierce and encourage our residents to learn more about hospice and palliative care, and commend the Treasure Coast Hospice Team for their service to the citizens of Fort Pierce

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 10th day of October 2023.

**MAYOR/COMMISSIONER**

CITY OF FORT PIERCE, FLORIDA

# PROCLAMATION

**City Commission Regular Meeting - 5:05 pm** **6. b.**

**Meeting Date:** 10/16/2023

**Re:** Florida City Government Week Proclamation

**SUBJECT:**

Florida City Government Week - October 16 - 23, 2023

## Attachments

Florida City Government Week Proclamation

## Form Review

Form Started By: Linda Cox Started On: 10/05/2023 05:14 PM

Final Approval Date: 10/05/2023

# Proclamation

## Florida City Government Week

**WHEREAS,** city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

**WHEREAS,** municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

**WHEREAS,** city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS,** city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

**WHEREAS,** Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

**WHEREAS,** the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

**NOW, THEREFORE**, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim October 16 – 23, 2023, as Florida City Government Week and encourage all citizens, city officials, and employees to participate in events that recognize and celebrate our municipal government.

**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 October 2023.

_____

MAYOR/COMMISSIONER

**City Commission Regular Meeting - 5:05 pm** **7. a.**

**Meeting Date:** 10/16/2023

**Re:** Letter from Chrystal Netherton

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

Letter from Chrystal Netherton, CEO of Graceway Village, thanking the City of Fort Pierce for a $5,000 contribution towards providing nutritious meals for families and much-needed clothing for children.

## Attachments

Letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 09/28/2023 04:32 PM |

Form Started By: Jennifer Robinson
Started On: 09/26/2023 11:03 AM
Final Approval Date: 09/28/2023

GraceWay Village

*Where grace leads*

*helping neighbors in need*

Received
SEP 2 1 2023
City of Fort Pierce
City Manager's Office

Mr. Nicholas Mimms
100 N Us Highway 1
Fort Pierce, FL 34950-4205

September 12, 2023

Dear Mr. Nicholas Mimms,

Welcome to the GWV Donor Family! We thank you for your generous gift in the amount of $5,000.00! Your partnership is invaluable to the thousands served each month!

The families who receive hot, nutritious meals and the children who receive much-needed clothing also express their thanks with smiles and humble gratitude!

Together, Restoring Hope and Renewing Lives,

Chrystal Netherton

Chrystal Netherton
Chief Executive Officer

1780 Hartman Road
Fort Pierce, FL 34947
www.gracewayvillage.com
info@gracewayvillage.com

**City Commission Regular Meeting - 5:05 pm** **7. b.**

**Meeting Date:** 10/16/2023

**Re:** Thank You Letter from Will Armstead

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

Letter from Will Armstead, CEO, Boys & Girls Clubs of St. Lucie County, thanking the City of Fort Pierce for a contribution of $5,000 towards the cost of the purchase of equipment and materials for the Infinity Club House's drumline.

## Attachments

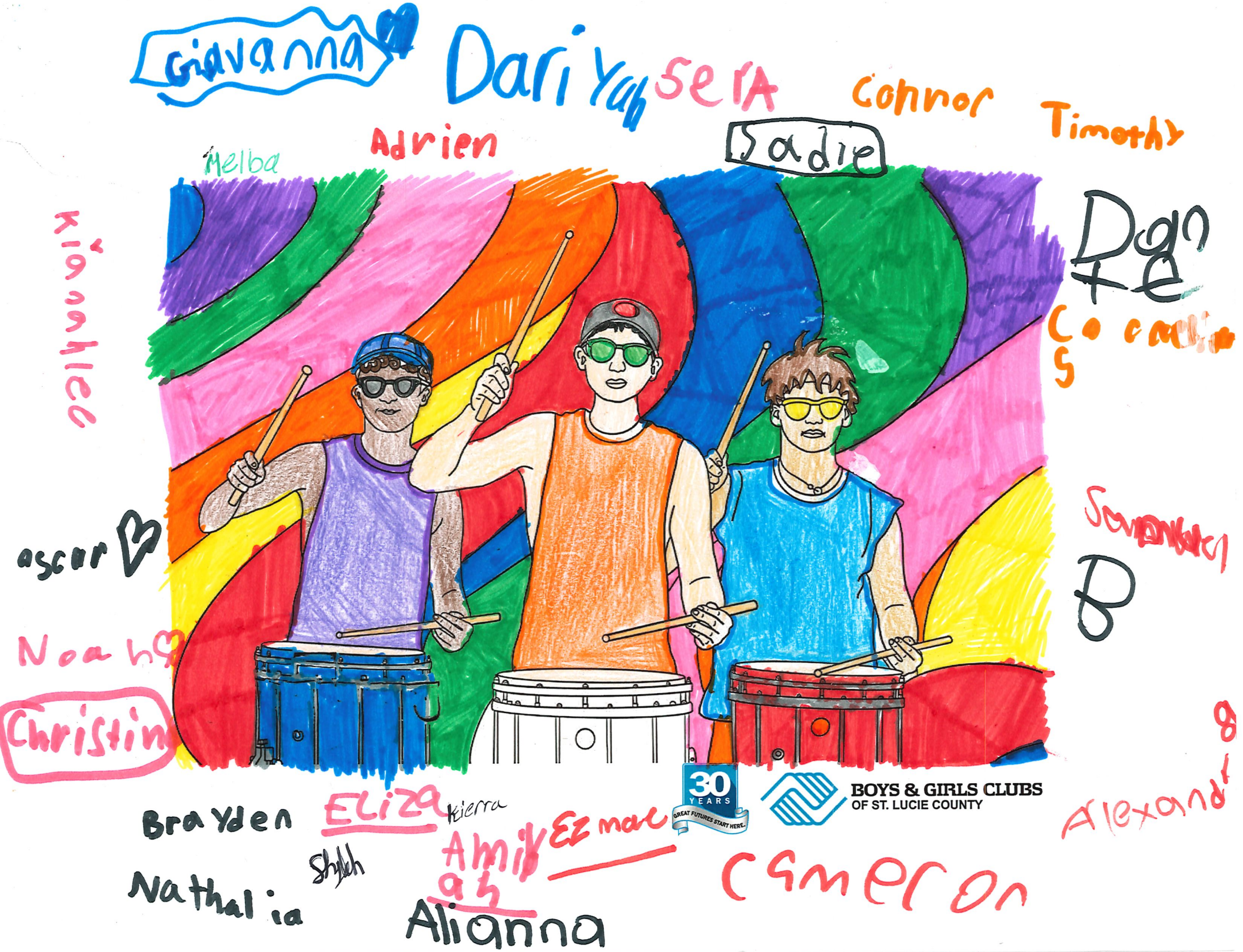
Thank You Letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 09/28/2023 04:32 PM |

Form Started By: Jennifer Robinson Started On: 09/26/2023 09:21 AM

Final Approval Date: 09/28/2023


Giavanna
Dariyah
Sera
Connor
Timothy
Adrien
Melba
Sadie
Kianahlee
Dante
Cornelius
Samuel
Oscar B
Noah
Christin
Brayden
Eliza
Kierra
Amiyah
Ezmae
Nathalia
Shyleh
Alianna
Cameron
Alexander
30 YEARS
GREAT FUTURES START HERE.
BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY

2020-2021-2022 BEST places to work ST. LUCIE COUNTY



**Investing in the future. They're the only next generation we've got.**

**BOYS & GIRLS CLUBS OF ST. LUCIE COUNTY**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Michael Piazza

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Nate Spera

William Armstead
*Chief Executive Officer*

PROUDLY SUPPORTED BY:


August 2023

Nick Mimms
City Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954

Dear Mr. Mimms,

Thank you for giving the gift of a GREAT FUTURE to thousands of children in our community. We appreciate the grant of $5,000.00 to Boys & Girls Clubs of St. Lucie County. Our Infinity Club House will enjoy the equipment and materials for their drumline.

We are focusing on three pillars of success this year:

1. World Class Clubs – Reach new youth in underserved areas by expanding our Club facilities; Maintain safety as our #1 priority by enhancing safety equipment and procedures in Club facilities; Increase partnerships with community agencies to create wrap-around services for the whole family and build capacity of other organizations

2. Life-Enriching Programs - Emotional Wellness activities teach members how to be happy, resilient and self-confident by managing and expressing their emotions; Address COVID slide in youth education due to the disruption of the academic year; Implement specialized programs that create unique experiences for youth

3. Workforce Readiness - Provide hundreds of local teens with paid internships and real-life work experiences; Engage community partners to provide work-based learning opportunities; Curate job training and certification opportunities such as culinary certifications

We're committed to doing "Whatever It Takes" to Build Great Futures and we're so grateful you're on our team!

Sincerely,

Will Armstead, CEO

*For IRS purposes, no goods or services were exchanged for this contribution.*

BOYS & GIRLS CLUBS OF ST. LUCIE COUNTY BOOSTER CLUB MONTHLY GIVING

30 YEARS

# BOYS & GIRLS CLUBS OF ST. LUCIE COUNTY

## GREAT FUTURES START HERE.

As our Boys & Girls Clubs proudly marks our 30th anniversary, it is a time of celebration, reflection, and gratitude. For three decades, our organization has been transforming the lives of young people, fostering their potential, and empowering them to become responsible, caring, and productive citizens. The impact of Boys & Girls Clubs resonates far beyond our local community, leaving a lasting legacy of hope, opportunity, and positive change.

Founded in 1994, our organization was built on the pillars of providing a safe and nurturing environment, supportive adult mentors, and innovative programs that address the holistic needs of children and teenagers. Fast forward to 2023 and Boys & Girls Clubs is still staying true to our founders' vision while also continuously evolving and adapting to the changing and growing needs of our communities. By actively listening to the voices of children, teenagers, and families throughout St. Lucie County, we have developed new programs and initiatives that are specifically tailored to address unique challenges and community aspirations. Today, Boys & Girls Clubs of St. Lucie County operates in 25 locations serving over 14,000 youth ages 6-18 in community Clubhouses, school-based sites, and various outreach programs.

The success and longevity of our Boys & Girls Club can be largely attributed to the unwavering support of the local community. From the onset, businesses, individuals, and government entities recognized the significance of investing in the future of their youth. Through generous donations, community partnerships, small business and nonprofit collaborations, and volunteer efforts, the organization has grown our programs and expanded our reach to an increasing number of children and teens over the years.

Over the past 30 years, Boys & Girls Clubs of St. Lucie County has transformed the lives of countless young people, inspiring hope and fostering a sense of belonging. By offering a safe and supportive space, the organization has empowered members to overcome challenges, build meaningful relationships, and develop essential life skills. Many alumni have gone on to achieve academic success, become leaders in their communities, and make positive contributions to society.

As we commemorate our 30th anniversary, we remain committed to our mission and core values. While celebrating past achievements, we are looking ahead to a future filled with even greater opportunities for impact. Leveraging new technologies, community partnerships, and evolving program models, Boys & Girls Clubs of St. Lucie County aims to continue serving as a beacon of hope and empowerment for generations to come.

**City Commission Regular Meeting - 5:05 pm** **7. c.**

**Meeting Date:** 10/16/2023

**Re:** Letter from Darrell Drummond

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

Letter from Darrell Drummond, President/CEO of Council on Aging of St. Lucie County, thanking the City of Fort Pierce for trimming the overgrown trees on South 16th Street.

## Attachments

Letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 10/10/2023 08:35 AM |

Form Started By: Jennifer Robinson Started On: 10/09/2023 08:49 AM

Final Approval Date: 10/10/2023

# COUNCIL ON AGING OF ST. LUCIE, INC.

1505 ORANGE AVENUE • FT. PIERCE, FL 34950 • PHONE (772) 465-5220 • (772) 465-3929
2501 SW BAYSHORE BLVD. • PORT ST. LUCIE, FL 34984 • OFFICE: 772-336-8608 • FAX: 772-336-3314


October 5th, 2023

Fort Pierce City Commission
100 N U.S. Highway 1
Fort Pierce, FL 34950

**Re: Overgrown Trees on South 16th Street**

Dear Mayor Hudson and Honorable Commissioners,

Council on Aging of St. Lucie, Inc. would like to thank the City of Fort Pierce in assisting us with the trimming of the overgrown trees on South 16th Street.

As we expressed in our request to the City, our primary focus is to provide services to assist the seniors of our community, and any assistance that lessens our budgetary constraints helps us to meet the goals of our mission.

The partnership between our agency and the City of Fort Pierce is greatly appreciated.

Sincerely,

Darrell J. Drummond
President/ CEO

cc: Commissioner Arnold S. Gaines
Lacinda Mouton, COO

**City Commission Regular Meeting - 5:05 pm** **11. a.**

**Meeting Date:** 10/16/2023

**Re:** TRP Delaware Avenue Parking Striping - Agreement

**Submitted For:** Selena Griffett, Project Engineer, Engineering

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**SUBJECT:**

Approval of piggyback agreement with TRP Construction Group to install new pavement markings on Delaware Avenue from 17th Street to US 1 in an amount not to exceed $51,445.00.

**SUMMARY:**

The City has requested TRP to provide a fee proposal to complete striping on Delaware Avenue to improve safety and to clearly delineate parallel parking along Delaware Avenue from 17th Street to US1.

**RECOMMENDATION:**

Staff recommends award to TRP.

**ALTERNATIVES:**

Advertise for bids or do not award the contract.

**RESPONSIBLE STAFF:**

Selena Griffett

**COORDINATED WITH:**

Jack Andrews
Purchasing Department
City Attorney

---

**Fiscal Impact**

**Budgeted Y/N:** Y
**Fiscal Year:** 2022/2023
**Account:** 100-1111-5196310
**Amount:** $51,445.00
**FISCAL IMPACT:**
CIP Budget Item

**Budgeted Y/N:** N
**Fiscal Year:** 2024
**Account:** 1001111-563100

**Amount:** $51,445.00

**FISCAL IMPACT:**

FY 2024 item paid from restricted funds

## Attachments

Delaware Ave Piggyback Agreement

Emails with City Atty approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Karen Logue | 10/10/2023 05:15 PM |
| City Manager | Nick Mimms | 10/10/2023 06:26 PM |
| Form Started By: Selena Griffett | | Started On: 09/27/2023 10:51 AM |
| Final Approval Date: 10/10/2023 | | |

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

# PIGGYBACK CONTRACT

**The City of Fort Pierce** ("City") enters this Piggyback Contract with **TRP Construction Group.** (thereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.

2. The parties agree that the Vendor has entered a contract with **St. Lucie County,** said contract being identified as**: St. Lucie County Contract, Contract C19-02-162 (Bid No. 19-013** (said original contract being referred to as the "original government contract"), attached hereto as **"Exhibit A"**.

3. The parties agree the original government contract was amended on December 13, 2021 (said amendment being referred to as the "first amendment"), attached hereto as **"Exhibit B"**.

4. The parties agree the original government contract and the first amendment were further amended and extended on February 7, 2023 (said amendment being referred to as the "second amendment"), attached hereto as **"Exhibit C"**.

5. The terms and conditions of the original government contract, the first amendment, and the second amendment shall be fully binding upon the City and the Vendor.

6. Notwithstanding the requirement that the original government contract, the first amendment, and the second amendment are fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract, the first amendment, and the second amendment as applied to this contract between the Vendor and the City of Fort Pierce, as follows:

a) Time Period ("Term") of agreement**: <u>No Change</u>**
b) Insurance Requirements: **<u>No Change</u>**
c) Any other provisions that will be modified: **<u>No Change</u>**
Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in the original government contract, the Vendor agrees to send notices, invoices and will conduct all business with:

Notices and conduct all business with:
City of Fort Pierce, Florida
Attention: Jack Andrews, City Engineering

100 N. U.S. Hwy 1
Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: jandresws@cityoffortpierce.com

Invoices should be routed to :

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1
Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

d) The City's Project Manager and associated contact information is listed below:

| | |
|---|---|
| Name: | Selena Griffett |
| Title: | Engineering Project Manager |
| Address: | 100 North U.S. Hwy 1 |
| | Fort Pierce, FL 34950 |
| Telephone: | 772-467-3780 |
| Email: | sgriffett@cityoffortpierce.com |

7. Notwithstanding anything in the original government contract, the first amendment, and the second amendment to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

8. Notwithstanding any other provision in the original government contract, the first amendment, and the second amendment to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-biding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

9. All other provisions in the original government contract, the first amendment, and the second amendment are fully binding on the parties and will represent the agreement between the City of Fort Pierce and the Vendor.

[Remainder of Page Intentionally Left Blank]

Entered this 15th day of September 2023.

**TRP CONSTRCUTION GROUP, LLC:**

**By:** _____

**Title:** GM

**Date:** 09/15/2023

**Attested by:** _____

**Name:** Novak Radovic

**CITY OF FORT PIERCE:**

**By:** _____

**Title:** _____

**Date:** _____

**Attested by:** _____

**Name:** _____

**Approved as to Form and Correctness:**

**Name:** _____

DocuSign Envelope ID: 40A3050E-7FAC-445C-B4CB-020303C026E1

# EXHIBIT "A"

**TRP CONSTRUCTION GROUP, LLC.**
3501 Sanford Ave
Sanford, FL 32773
p 321-332-1335
www.trpinfrastructure.com

TRP
CONSTRUCTION GROUP

Quote #

**County:** St Lucie
**Contract ID:** 19-013
**Bid Date:** 1/4/2023
Lisandro@trpconstructiongroup.com

**Estimator:** Lisandro Rosales
**Mobile No.** 904-237-1705
**Email:**

| | ITEM | DESCRIPTION | UNIT | QTY | PRICE | |
|---|---|---|---|---|---|---|
| 1 | 14-005.001 | PAINT, STD, W/Y, SKIP, 4" | LF | 10,000.00 | $ 0.01 | $ 100.00 |
| 2 | 14-005.002 | PAINT, STD, W/Y, 4" | LF | 10,000.00 | $ 0.01 | $ 100.00 |
| 3 | 14-005.003 | PAINT, STD, W/Y, SKIP, 6" | LF | 5,000.00 | $ 0.08 | $ 400.00 |
| 4 | 14-005.004 | PAINT, STD, W/Y, 6" | LF | 10,000.00 | $ 0.08 | $ 800.00 |
| 5 | 14-005.005 | PAINT, STD, BL, 6" | LF | 500.00 | $ 0.22 | $ 110.00 |
| 6 | 14-005.006 | PAINT, STD, W, 8" | LF | 500.00 | $ 0.22 | $ 110.00 |
| 7 | 14-005.007 | PAINT, STD, W, 12" | LF | 1,000.00 | $ 0.22 | $ 220.00 |
| 8 | 14-005.008 | PAINT, STD, W, 18" | LF | 500.00 | $ 0.33 | $ 165.00 |
| 9 | 14-005.009 | PAINT, STD, W, 24" | LF | 1,000.00 | $ 0.01 | $ 10.00 |
| 10 | 14-005.010 | PAINT, STD, Y, 8" | LF | 500.00 | $ 0.22 | $ 110.00 |
| 11 | 14-005.011 | PAINT, STD, Y, 12" | LF | 1,000.00 | $ 0.01 | $ 10.00 |
| 12 | 14-005.012 | PAINT, STD, Y, 18" | LF | 500.00 | $ 0.66 | $ 330.00 |
| 13 | 14-005.013 | PAINT, STD, Y, 24" | LF | 500.00 | $ 0.01 | $ 5.00 |
| 14 | 14-005.014 | PAINT, STD, BLACKOUT | LF | 1,000.00 | $ 0.11 | $ 110.00 |
| 15 | 14-005.015 | PAINT, STD, W, 24" STOP BARS | EA | 50.00 | $ 16.50 | $ 825.00 |
| 16 | 14-005.016 | PAINT, STD, W, MESSAGE, STOP | EA | 1.00 | $ 11.00 | $ 11.00 |
| 17 | 14-005.017 | PAINT, STD, W, MESSAGE, YIELD | EA | 1.00 | $ 1.10 | $ 1.10 |
| 18 | 14-005.018 | PAINT, STD, W, MESSAGE, DIAMOND | EA | 1.00 | $ 0.01 | $ 0.01 |
| 19 | 14-005.019 | PAINT, STD, W, MESSAGE, BIKE | EA | 1.00 | $ 22.00 | $ 22.00 |
| 20 | 14-005.020 | PAINT, STD, W, MESSAGE, MERGE | EA | 1.00 | $ 11.00 | $ 11.00 |
| 21 | 14-005.021 | PAINT, STD, W, MESSAGE, ONLY | EA | 1.00 | $ 22.00 | $ 22.00 |
| 22 | 14-005.022 | PAINT, STD, W, MESSAGE, SCHOOL | EA | 1.00 | $ 44.00 | $ 44.00 |
| 23 | 14-005.023 | PAINT, STD, W, MESSAGE, RXR (6"X6') | EA | 1.00 | $ 0.01 | $ 0.01 |
| 24 | 14-005.024 | PAINT, STD, W, MESSAGE, RXR (16"X20') | EA | 1.00 | $ 22.00 | $ 22.00 |
| 25 | 14-005.025 | PAINT, STD, W, MESSAGE, HANDICAP SYMBOL | EA | 1.00 | $ 22.00 | $ 22.00 |
| 26 | 14-005.026 | THERMO, STD, W, SKIP, 4" | LF | 10,000.00 | $ 0.01 | $ 100.00 |
| 27 | 14-005.027 | THERMO, STD, W, 4" | LF | 1,000.00 | $ 0.01 | $ 10.00 |
| 28 | 14-005.028 | THERMO, STD, W, SKIP, 6" | LF | 5,000.00 | $ 0.85 | $ 4,250.00 |
| 29 | 14-005.029 | THERMO, STD, W, 6" | LF | 10,000.00 | $ 0.85 | $ 8,500.00 |
| 30 | 14-005.030 | THERMO, STD, W, 8" | LF | 500.00 | $ 1.05 | $ 525.00 |
| 31 | 14-005.031 | THERMO, BL, 6" | LF | 1,000.00 | $ 1.10 | $ 1,100.00 |
| 32 | 14-005.032 | THERMO, STD, W, 12" | LF | 1,000.00 | $ 3.85 | $ 3,850.00 |
| 33 | 14-005.033 | THERMO, STD, W, 18" | LF | 500.00 | $ 3.75 | $ 1,875.00 |
| 34 | 14-005.034 | THERMO, STD, W, 24" | LF | 2,000.00 | $ 1.10 | $ 2,200.00 |
| 35 | 14-005.035 | THERMO, STD, Y, 12" | LF | 500.00 | $ 0.01 | $ 5.00 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 36 | 14-005.036 | THERMO, STD, Y, 18" | LF | 500.00 | $ 3.50 | $ 1,750.00 |
| 37 | 14-005.037 | THERMO, STD, Y, 24" | LF | 500.00 | $ 0.01 | $ 5.00 |
| 38 | 14-005.038 | THERMO, STD, W, 24" STOP BAR | EA | 50.00 | $ 100.00 | $ 5,000.00 |
| 39 | 14-005.039 | THERMO, STD, W, ARROW, SINGLE | EA | 50.00 | $ 85.00 | $ 4,250.00 |
| 40 | 14-005.040 | THERMO, STD, W, ARROW, COMBO | EA | 50.00 | $ 10.00 | $ 500.00 |
| 41 | 14-005.041 | THERMO, STD, W, MESSAGE, STOP | EA | 1.00 | $ 10.00 | $ 10.00 |
| 42 | 14-005.042 | THERMO, STD, W, MESSAGE, YIELD | EA | 1.00 | $ 10.00 | $ 10.00 |
| 43 | 14-005.043 | THERMO, STD, W, MESSAGE, DIAMOND | EA | 1.00 | $ 0.01 | $ 0.01 |
| 44 | 14-005.044 | THERMO, STD, W, MESSAGE, BIKE | EA | 1.00 | $ 185.00 | $ 185.00 |
| 45 | 14-005.045 | THERMO, STD, W, MESSAGE, MERGE | EA | 1.00 | $ 135.00 | $ 135.00 |
| 46 | 14-005.046 | THERMO, STD, W, MESSAGE, ONLY | EA | 1.00 | $ 135.00 | $ 135.00 |
| 47 | 14-005.047 | THERMO, STD, W, MESSAGE, SCHOOL | EA | 1.00 | $ 135.00 | $ 135.00 |
| 48 | 14-005.048 | THERMO, STD, W, MESSAGE, RXR (6"X6') | EA | 1.00 | $ 0.01 | $ 0.01 |
| 49 | 14-005.049 | THERMO, STD, W, MESSAGE, RXR (16"X20') | EA | 1.00 | $ 280.00 | $ 280.00 |
| 50 | 14-005.050 | THERMO, STD, W, MESSAGE, HANDICAP | EA | 1.00 | $ 180.00 | $ 180.00 |
| 51 | 14 005.051 | PAINT, DUR, W, SKIP, 4" | LF | 2,000.00 | $ 0.01 | $ 20.00 |
| 52 | 14-005.052 | PAINT, DUR, W, 4" | LF | 4,000.00 | $ 0.01 | $ 40.00 |
| 53 | 14-005.053 | PAINT, DUR, W, SKIP, 6" | LF | 5,000.00 | $ 0.37 | $ 1,850.00 |
| 54 | 14-005.054 | PAINT, DUR, W, 6" | LF | 10,000.00 | $ 0.37 | $ 3,700.00 |
| 55 | 14-005.055 | PAINT, DUR, Y, 4" | LF | 1,000.00 | $ 0.01 | $ 10.00 |
| 56 | 14-005.056 | PAINT, DUR, Y, SKIP, 4" | LF | 1,000.00 | $ 0.01 | $ 10.00 |
| 57 | 14-005.057 | PAINT, DUR, Y, 6" | LF | 2,000.00 | $ 0.37 | $ 740.00 |
| 58 | 14-005.058 | PAINT, DUR, Y, SKIP, 6" | LF | 2,000.00 | $ 0.37 | $ 740.00 |
| 59 | 14-005.059 | THERMO, HS, W, SKIP, 4" | LF | 2,000.00 | $ 0.01 | $ 20.00 |
| 60 | 14-005.060 | THERMO, HS, W, 4" | LF | 4,000.00 | $ 0.01 | $ 40.00 |
| 61 | 14-005.061 | THERMO, HS, W, SKIP, 6" | LF | 5,000.00 | $ 0.50 | $ 2,500.00 |
| 62 | 14-005.062 | THERMO, HS, W, 6" | LF | 10,000.00 | $ 0.50 | $ 5,000.00 |
| 63 | 14-005.063 | THERMO, HS, Y, 4" | LF | 1,000.00 | $ 0.01 | $ 10.00 |
| 64 | 14-005.064 | THERMO, HS, Y, SKIP, 4" | LF | 1,000.00 | $ 0.01 | $ 10.00 |
| 65 | 14-005.065 | THERMO, HS, Y, 6" | LF | 2,000.00 | $ 0.50 | $ 1,000.00 |
| 66 | 14-005.066 | THERMO, HS, Y, SKIP, 6" | LF | 2,000.00 | $ 0.50 | $ 1,000.00 |
| 67 | 14-005.067 | PAINT/THERMO, REMOVE | LF | 500.00 | $ 1.30 | $ 650.00 |
| 68 | 14-005.068 | STOP BAR, REMOVE | EA | 1.00 | $ 50.00 | $ 50.00 |
| 69 | 14-005.069 | RPMS, Y, R, W, | EA | 1.00 | $ 8.25 | $ 8.25 |
| | | | | | **Total:** | |

**PROPOSAL NOTES**

1. Proposed Year 5 pricing

# EXHIBIT A

## CONTRACT C19-02-102

**THIS CONTRACT,** made this 19th day of February, 2019, between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **TOLLE ROADS, LLC**, or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

**WITNESSETH:**

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK**

It is agreed that the Work to be done under this Contract is: Striping and Pavement Markings for Public Works/Road & Bridge as further described in St. Lucie County Bid No. 19-013, made a part hereof by this reference

3. **PROJECT MANAGER**

The Project Manager for the County is Christopher Lestrange at (772) 462-2829. The Project Manager for the Contractor is Robert Tolle at (407) 919-9772.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor, as soon as possible after the award of the contract, but prior to the Notice-to-Proceed, shall furnish in writing to the County's Project manager the name and qualifications of the Project Manager who will be in charge of the project, along with the Project Manager's cell phone/direct connect number. The County's Project Manager may reply within fourteen (14) days to the contractor in writing stating whether he/she has an objection to the proposed Project Manager or requires additional time for review. The failure of the County's Project Manager to make objection to the Contractor's Project Manager within the fourteen (14) days of receipt shall constitute an acceptance of such Project Manager.

The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 11 inclusive.
B. Contractor's Bid and Bid Bonds, consisting of 09 pages.
C. Bid Documents, consisting of:
Call for Bids and Instructions to bidders, page 01 to 10, inclusive
Scope of Work, pages 11
Bid Forms, pages 12 to 19, inclusive
E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. PERFORMANCE GUARANTY

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. TERM

The term of this contract shall be for a period of three (3) years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal periods pursuant to the same terms and conditions.

7. CONTRACT PAYMENT

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, the total amount in current funds being: PURSUANT TO THE BID FORM AND PRICES

Payments shall be made during the term of this Contract in amounts due on the basis of Work completed as certified by the Contractor and approved by the County's Project Manager. The application shall be for the dollar amount of the Work complete prior to the submission of the application. Payment to the Contractor shall be made within 20 business days of the County's receipt of the application. The County may reject the application in writing which shall specify the deficiency and the action necessary to correct the deficiency. Payment shall be due 20 days after the County's receipt of a corrected application, or if different, within such other period of time as defined by F.S. §218.735, as amended. All applications for payment submitted by the Contractor shall reference the County's Contract number.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that any payments withheld for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

8. **SUBCONTRACTORS**

In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

9. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

10. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982**

11. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

12. CONTRACTOR RESPONSIBILITY

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any

responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

13. INDEMNITY

The Contractor shall indemnify and hold harmless the County and its officers, and employees, from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

14. INSPECTION

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

15. INSURANCE

Each such general liability certificate shall include the following wording: **"St. Lucie County BOCC, its officers, agents and employees are named as additional insured's with respect to the work performed under this Contract for Striping and Pavement Markings, St. Lucie County Bid No. 19-013".**

Commercial General Liability:

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

Business Automobile Liability:

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

Workers' Compensation and Employers Liability:

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers ' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

16. DEFAULT; TERMINATION

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

17. NON DISCRIMINATION

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

18. VERIFICATION OF EMPLOYMENT STATUS

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Count shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

19. PRODUCTS OR MATERIALS WITH RECYCLED CONTENT

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

20. FLORIDA PRODUCED LUMBER

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

21. ASBESTOS-FREE MATERIALS

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

22. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

23. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to **County:**
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

**With a Copy To:**
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As To **Contractor**:
Tolle Road, LLC
3501 Sanford Avenue
Sanford, Florida 32773
Phone: (321) 363-4085
Fax: (321) 363-4395

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

24. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

25. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

26. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

27. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

28. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

29. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event

it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

**ATTEST:**

**DEPUTY CLERK**

**BOARD OF COUNTY COMMISSIONERS**
**ST. LUCIE COUNTY, FLORIDA**

**BY:** _____
**CHAIR**

**APPROVED AS TO FORM AND CORRECTNESS:**

**COUNTY ATTORNEY**

**WITNESSES:**

(1) _____

(2) _____

**TOLLE ROADS, LLC**

**BY:** _____

**PRINT NAME:** Robert Tolle

**TITLE:** President

## ST. LUCIE COUNTY
## BOARD OF COUNTY COMMISSIONERS
## BIDDER'S CHECK LIST

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted with your bid. **Include this Bidder's Check List with your bid.**

**Before sending in your bid, please make sure you have completed all of the following:**

Enclose three (3) COMPLETE sets of the Bid package (one marked original and two marked copy). Please make and retain a separate copy of this bid package for your records.

Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope.

Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid. Please note: Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the bidder to ensure it is received. **I have received Addendum #** 0 **through #** 0

**Erasures or other descriptive literature, brochures and/or data** must be initialed by the person signing the bid.

If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you.

Rec

**PLEASE INITIAL AND RETURN WITH BID FORM**

## CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

Contractor's Signature

## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF SEMINOLE

BARBARA PAUGH-HARPER being first duly sworn, deposes and says that:

1. BIDDER is the ROBERT Tolle
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against THE COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this 15 day of JANUARY, 2019 by ROBERT TOLLE who X is personally known to me or who ☐ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

BARBARA PAUGH-HARPER
State of Florida-Notary Public
Commission # GG 201377
My Commission Expires
March 28, 2022

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

## BID FORM

All bids must be submitted in a sealed envelope addressed to the St. Lucie County Purchasing Director, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, Florida 34982, plainly marked on the outside with bid number, date and time of bid opening. Bids must be received and Aclocked@ in the Purchasing Department before opening time.

### BID No. 19-013
### STRIPING AND PAVEMENT MARKINGS
### PUBLIC WORKS/ROAD & BRIDGE

I, Robert Tolle REPRESENTING Tolle Roads, LLC Company **and/or Corporation, agree to perform all of the requirements to complete the work required in the specifications for the prices listed on Schedule "A" (Page 15 thru 19).**

Bid Obligation
It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER: Tolle Roads, LLC

ADDRESS: 3501 Sanford Ave

CITY, STATE, ZIP: Sanford FL 32773

PHONE: 407-919-9772

SIGNED BY:

TITLE: Owner

DATE: 1-14-2019

**Page 15 thru 19 (Schedule "A") is part of the bid form and must be turned it with page 14.**

| | ESTIMATED QTY. | 1ST YEAR | | 2ND YEAR | | 3RD YEAR | | TOTAL 3 YEAR COST |
|---|---|---|---|---|---|---|---|---|
| PAVEMENT TRAFFIC STRIPES & MARKINGS | | Unit | Total | Unit | Total | Unit | Total | |
| 4" Skip Stripe, 1:3 Ratio | 10,000 net LF | $ 0.01 | $ 100.00 | $ 0.01 | $ 100.00 | $ 0.01 | $ 100.00 | $ 300.00 |
| 4" Solid Line | 10,000 LF | $ 0.01 | $ 140.00 | $ 0.01 | $ 140.00 | $ 0.01 | $ 140.00 | $ 420.00 |
| 6" Skip Stripe, 1:3 Ratio | 5,000 LF | $ 0.07 | $ 350.00 | $ 0.07 | $ 350.00 | $ 0.07 | $ 350.00 | $ 1,050.00 |
| 6" Solid Line | 10,000 LF | $ 0.07 | $ 700.00 | $ 0.07 | $ 700.00 | $ 0.07 | $ 700.00 | $ 2,100.00 |
| 6" Solid Blue | 500 LF | $ 0.20 | $ 100.00 | $ 0.20 | $ 100.00 | $ 0.20 | $ 100.00 | $ 300.00 |
| 8" Solid White | 500 LF | $ 0.20 | $ 100.00 | $ 0.20 | $ 100.00 | $ 0.20 | $ 100.00 | $ 300.00 |
| 12" Solid White | 1000 LF | $ 0.20 | $ 200.00 | $ 0.20 | $ 200.00 | $ 0.20 | $ 200.00 | $ 600.00 |
| 18" Solid White | 500 LF | $ 0.30 | $ 150.00 | $ 0.30 | $ 150.00 | $ 0.30 | $ 150.00 | $ 450.00 |
| 24" Solid White | 1000 LF | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 30.00 |
| 8" Solid Yellow | 500 LF | $ 0.20 | $ 100.00 | $ 0.20 | $ 100.00 | $ 0.20 | $ 100.00 | $ 300.00 |
| 12" Solid Yellow | 1000 LF | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 30.00 |
| 18" Solid Yellow | 500 LF | $ 0.60 | $ 300.00 | $ 0.60 | $ 300.00 | $ 0.60 | $ 300.00 | $ 900.00 |
| 24" Solid Yellow | 500 LF | $ 0.01 | $ 5.00 | $ 0.01 | $ 5.00 | $ 0.01 | $ 5.00 | $ 15.00 |
| Blackout | 1000 LF | $ 0.10 | $ 100.00 | $ 0.10 | $ 100.00 | $ 0.10 | $ 100.00 | $ 300.00 |
| Stop Bars 24" | 50 Each | $ 15.00 | $ 750.00 | $ 15.00 | $ 750.00 | $ 15.00 | $ 750.00 | $ 2,250.00 |
| Stop | Each | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 30.00 |
| Yield | Each | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 | $ 3.00 |
| | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Diamond | Each | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.03 |
| Bike | Each | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 60.00 |
| Merge | Each | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 30.00 |
| Only | Each | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 60.00 |
| School | Each | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 | $ 120.00 |
| RXR (6' x 6') | Each | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.03 |
| RXR (16' x 20') | Each | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 60.00 |
| Handicap Symbol | Each | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 20.00 | $ 60.00 |
| | | | | Subtotal Painting | | | | $9,768.06 |
| THERMOPLASTIC TRAFFIC STRIPES & MARKINGS | | Unit | Total | Unit | Total | Unit | Total | |
| 4" Skip Stripe, 1:3 Ratio | 10,000 LF | $ 0.01 | $ 100.00 | $ 0.01 | $ 100.00 | $ 0.01 | $ 100.00 | $ 300.00 |
| 4" Solid Line | 1,000 LF | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 30.00 |
| 6" Skip Stripe, 1:3 Ratio | 5,000 LF | $ 0.75 | $ 3,750.00 | $ 0.75 | $ 3,750.00 | $ 0.75 | $ 3,750.00 | $ 11,250.00 |
| 6" Solid Line | 10,000 LF | $ 0.75 | $ 7,500.00 | $ 0.75 | $ 7,500.00 | $ 0.75 | $ 7,500.00 | $ 22,500.00 |
| 8" Solid Line | 500 LF | $ 1.00 | $ 1,000.00 | $ 1.00 | $ 1,000.00 | $ 1.00 | $ 1,000.00 | $ 3,000.00 |
| 6" Solid Blue | 1000 LF | $ 1.10 | $ 550.00 | $ 1.10 | $ 550.00 | $ 1.10 | $ 550.00 | $ 1,650.00 |
| 12" Solid White | 1000 LF | $ 3.00 | $ 3,000.00 | $ 3.25 | $ 3,250.00 | $ 3.50 | $ 3,500.00 | $ 9,750.00 |
| 18" Solid White | 500 LF | $ 3.25 | $ 1,625.00 | $ 3.30 | $ 1,650.00 | $ 3.40 | $ 1,700.00 | $ 4,975.00 |
| | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 24" Solid White | 2000 LF | $ 1.00 | $ 2,000.00 | $ 1.00 | $ 2,000.00 | $ 1.00 | $ 2,000.00 | $ 6,000.00 |
| 12" Solid Yellow | 500 LF | $ 0.01 | $ 5.00 | $ 0.01 | $ 5.00 | $ 0.01 | $ 5.00 | $ 15.00 |
| 18" Solid Yellow | 500 LF | $ 325.00 | $ 1,625.00 | $ 3.25 | $ 1,625.00 | $ 3.25 | $ 1,600.00 | $ 4,875.00 |
| 24" Solid Yellow | 500 LF | $ 0.01 | $ 5.00 | $ 0.01 | $ 5.00 | $ 0.01 | $ 5.00 | $ 15.00 |
| Stop Bar 24" | 50 Each | $ 80.00 | $ 4,000.00 | $ 85.00 | $ 4,250.00 | $ 90.00 | $ 4,500.00 | $ 12,750.00 |
| Pavement Arrows – Single | 50 Each | $ 70.00 | $ 3,500.00 | $ 75.00 | $ 3,750.00 | $ 80.00 | $ 4,000.00 | $ 11,250.00 |
| Pavement Arrows – Combination | 50 Each | $ 10.00 | $ 500.00 | $ 10.00 | $ 500.00 | $ 10.00 | $ 500.00 | $ 1,500.00 |
| Stop | Each | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 30.00 |
| Yield | Each | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 30.00 |
| Diamond | Each | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.03 |
| Bike | Each | $ 150.00 | $ 150.00 | $ 160.00 | $ 160.00 | $ 170.00 | $ 170.00 | $ 480.00 |
| Merge | Each | $ 100.00 | $ 100.00 | $ 110.00 | $ 110.00 | $ 120.00 | $ 120.00 | $ 330.00 |
| Only | Each | $ 100.00 | $ 100.00 | $ 110.00 | $ 110.00 | $ 120.00 | $ 120.00 | $ 330.00 |
| School | Each | $ 200.00 | $ 200.00 | $ 120.00 | $ 120.00 | $ 120.00 | $ 120.00 | $ 440.00 |
| RXR (6" x 6') | Each | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.01 | $ 0.03 |
| RXR (16" x 20') | Each | $ 250.00 | $ 250.00 | $ 260.00 | $ 260.00 | $ 270.00 | $ 270.00 | $ 780.00 |
| Handicap Symbol | Each | $ 150.00 | $ 150.00 | $ 160.00 | $ 160.00 | $ 170.00 | $ 170.00 | $ 480.00 |
| | | | | Subtotal Thermoplastic | | | | $ 92,760.06 |
| | | | | | | | | |

| HIGH BUILD PAINT | | Unit | Total | Unit | Total | Unit | Total | |
|---|---|---|---|---|---|---|---|---|
| 4" Skip Stripe (10-30) White | 2,000 LF | $ 0.01 | $ 20.00 | $ 0.01 | $ 20.00 | $ 0.01 | $ 20.00 | $ 60.00 |
| 4" Solid Line White | 4,000 LF | $ 0.01 | $ 40.00 | $ 0.01 | $ 40.00 | $ 0.01 | $ 40.00 | $ 120.00 |
| 6" Skip Stripe (10-30) White | 5,000 LF | $ 0.35 | $ 1,750.00 | $ 0.35 | $ 1,750.00 | $ 0.35 | $ 1,750.00 | $ 5,250.00 |
| 6" Solid Line White | 10,000 LF | $ 0.35 | $ 3,500.00 | $ 0.35 | $ 3,500.00 | $ 0.35 | $ 3,500.00 | $ 10,500.00 |
| 4" Solid Yellow | 1000 LF | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 30.00 |
| 4" Skip Yellow | 1000 LF | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 30.00 |
| 6" Solid Yellow | 2000 LF | $ 0.33 | $ 660.00 | $ 0.34 | $ 680.00 | $ 0.35 | $ 700.00 | $ 2,040.00 |
| 6" Skip Yellow | 2000 LF | $ 0.34 | $ 680.00 | $ 0.35 | $ 700.00 | $ 0.36 | $ 720.00 | $ 2,100.00 |
| | | | | Subtotal High Build Paint | | | | $ 20,130.00 |
| HOT SPRAY THERMOPLASTIC | | Unit | Total | Unit | Total | Unit | Total | |
| 4" Skip Stripe (10-30) White | 2,000 LF | $ 0.01 | $ 20.00 | $ 0.01 | $ 20.00 | $ 0.01 | $ 20.00 | $ 60.00 |
| 4" Solid Line White | 4,000 LF | $ 0.01 | $ 40.00 | $ 0.01 | $ 40.00 | $ 0.01 | $ 40.00 | $ 120.00 |
| 6" Skip Stripe (10-30) White | 5,000 LF | $ 0.38 | $ 1,900.00 | $ 0.40 | $ 2,000.00 | $ 0.42 | $ 2,100.00 | $ 6,000.00 |
| 6" Solid Line White | 10,000 LF | $ 0.38 | $ 3,800.00 | $ 0.40 | $ 4,000.00 | $ 0.42 | $ 4,200.00 | $ 12,000.00 |
| 4" Solid Line Yellow | 1000 LF | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 30.00 |
| 4" Skip Yellow (10-30) | 1000 LF | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 0.01 | $ 10.00 | $ 30.00 |
| 6" Solid Line Yellow | 2000 LF | $ 0.35 | $ 700.00 | $ 0.37 | $ 740.00 | $ 0.39 | $ 780.00 | $ 2,220.00 |
| 6" Skip Yellow (10-30) | 2000 LF | $ 0.35 | $ 700.00 | $ 0.37 | $ 740.00 | $ 0.39 | $ 780.00 | $ 2,220.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Subtotal Hot Spray Thermoplastic | | | | $ 22,680.00 |
| MISCELLANEOUS ITEMS/OTHERS | | Unit | Total | Unit | Total | Unit | Total | |
| Line Removal, Paint & Thermo, by Grinding | 500 LF | $ 1.00 | $ 500.00 | $ 1.10 | $ 550.00 | $ 1.20 | $ 600.00 | $ 1,650.00 |
| Stop Bars Removal, by Grinding | Each | $ 40.00 | $ 40.00 | $ 45.00 | $ 45.00 | $ 50.00 | $ 50.00 | $ 135.00 |
| RPMS – Yellow, Red, White | Each | $ 7.50 | $ 7.50 | $ 7.50 | $ 7.50 | $ 7.50 | $ 7.50 | $ 22.50 |
| | | | | Subtotal Misc. Items/Others | | | | $ 1,807.50 |
| | | | | Grand Total Bid Price | | | | $ 147,145.62 |

**Bid Obligation:**
It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER: Tolle Roads, LLC

ADDRESS: 3501 Sanford Ave.

PHONE: 321-363-4085 FAX: 321-363-4395

SIGNED BY: [signature]

TITLE: President DATE: 1/15/2019

# BID No. 19-013

**Striping and Pavement Markings**
**Public Works/Road and Bridge**

**DUE DATE: Wednesday, January 16, 2019**
**DUE TIME: 3:00 P.M.**

**ST. LUCIE COUNTY**
**PURCHASING DEPARTMENT**
**2300 VIRGINIA AVENUE, ROOM 228**
**FT. PIERCE, FL 34982-5652**
**(772) 462-1700**

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

## CALL FOR BIDS

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, December 16, 2019**, for the following:

## BID No. 19-013

## Striping and Pavement Markings
## Public Works/Road and Bridge

Bid documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

**Bids may be either mailed or hand delivered to the St. Lucie County Purchasing Department, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, FL 34982. Any bids received after the above stated time will be returned to the bidder unopened.**

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Addenda Information, Bid Results and other information visit the St. Lucie County Purchasing Web Site at **http://www.co.st-lucie.fl.us**

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, December 16, 2018

## ST. LUCIE COUNTY
## BOARD OF COUNTY COMMISSIONERS
## BIDDER'S CHECK LIST

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted with your bid. **Include this Bidder's Check List with your bid.**

**Before sending in your bid, please make sure you have completed all of the following:**

☐ Enclose three (3) COMPLETE sets of the Bid package (one marked original and two marked copy). Please make and retain a separate copy of this bid package for your records.

☐ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

☐ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope.

☐ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid. Please note: Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the bidder to ensure it is received. **I have received Addendum #_____ through #_____**

☐ **Erasures or other descriptive literature, brochures and/or data** must be initialed by the person signing the bid.

☐ If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you.

_____ **PLEASE INITIAL AND RETURN WITH BID FORM**

# INSTRUCTIONS TO BIDDERS

1. **SUBMISSION OF BIDS:**
All bids shall be submitted in a sealed envelope. The **BID NUMBER, TITLE, AND OPENING DATE AND TIME** shall be clearly displayed on the sealed envelope next to the Bidder's name and address. The delivery of said bid to the Purchasing Department prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bid received in the Purchasing Department after the specified date and time will not be accepted.

If the bid is to be delivered by Fed-X, UPS or other such carrier be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope. If a carrier's package is opened and the bid is not in a separate envelope it will be resealed and reopened at the designated date and time.

2. **EXECUTION OF BID:**
Bid must include a manual signature of an authorized representative in the space provided. All bids must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. The person signing the bid must initial corrections. Any illegible entries, pencil bids or corrections not initialed will not be tabulated.

3. **BID OPENING:**
Bid opening shall be public on the date and time specified in the Bid package. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone, telegraph, and faxed bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

4. **BID TABULATIONS:**
Any bidder wishing to receive a copy of the bid tabulations is required to enclose a stamped, self-addressed envelope with bid response.

5. **NO BID:**
If not submitting a bid, please respond by returning one copy of the form, marking it "NO-BID", and kindly explain the reason. A "No Bid" may be faxed to 772-462-1704.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:**
The County of St. Lucie reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

7. **INTERPRETATION:**
Any questions concerning conditions and specification shall be directed to the Purchasing Department. All questions shall be in writing and received by the Purchasing Department at least 10 working days prior to the bid opening. Those interpretations, which may affect the eventual outcome of this bid, will be furnished, as a written addendum, to all prospective bidders. No interpretation shall be considered binding unless provided in writing by St. Lucie County.

**All questions to be faxed or e-mailed to:** Desiree Cimino at 772-462-1704 or ciminod@stlucieco.org .

8. **EEO STATEMENT:**

St. Lucie County believes in equal opportunity practices, which conform to both the spirit and letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, or national origin.

9. **PRICING:**
Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the County of St. Lucie to a secure area of inside delivery. Pricing shall also include delivery when required. The obligations of St. Lucie County under this award are subject to the availability of funds lawfully appropriated for the purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:**
The County of St. Lucie reserves the right to reject bids containing any additional terms and conditions not specifically requested in the original conditions and specifications. Any exceptions that the bidder has to the terms and conditions of the bid documents and/or the terms and conditions of the draft contract shall submit the exceptions in writing to the Purchasing Division ten (10) days prior to the bid opening. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all bidders prior to bid opening. Any exceptions not received ten (10) days prior to the bid opening will not be considered.

11. **PROTEST OF SPECIFICATIONS OR REQUIREMENTS:**
Any protest concerning bid or request for proposal **specifications or requirements** must be made within seventy-two (72) hours from the time the aggrieved person knew or should have known of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. Failure to timely protest bid specifications or requirements constitutes a waiver of the ability to protest specifications or requirements.

12. **DISCOUNTS:**
All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **TAXES:**
The County of St. Lucie is exempt from all sales, use, and like taxes.

14. **MEETS SPECIFICATIONS:**
All equipment and accessories furnished under these specifications shall be the latest model and shall be of good quality, workmanship and material. Delivery specifications shall be strictly adhered to.

15. **SILENCE OF SPECIFICATIONS:**
The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

16. **LEGAL REQUIREMENTS:**
Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

17. **ASSIGNMENT:**
Any purchase order issued pursuant to this bid and the monies which may become due hereunder are not assignable except with the prior written approval of the Purchasing Director.

18. **LIABILITY:**
The bidder shall indemnify and hold harmless the County of St. Lucie, its officers, agents, and employees against any claims by third parties arising out of the acts or omissions of the supplier.

19. **PATENTS AND ROYALTIES:**
The bidder, without exception, shall indemnify and save harmless the County of St. Lucie, its officers, agents and its employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or un patented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of St. Lucie. If the bidder uses any design, device, or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

20. **TRAINING:**
Unless otherwise specified, bidder(s) may be required at the convenience of the County, to provide training to County employees in the operation and maintenance of any item(s) purchased from this bid.

21. **SAFETY WARRANTY:**
The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:**
The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of St. Lucie by any other provision of this bid.

23. **PAYMENT:**
Payment will be made by the County according to the contract.

24. **DISPUTES:**
In case of any doubt or difference of opinion as to the items furnished hereunder, the decision of the County shall be final and binding on both parties.

25. **DEFINITIONS:**
ST. LUCIE COUNTY - The term ST. LUCIE COUNTY herein refers to the County of St. Lucie, Florida and its duly authorized representatives.

BIDDER - The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms conditions and quotations of the bid.

26. **CONFLICT OF INTEREST:**
The award hereunder is subject to provisions of State Statutes and County Ordinance. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of St. Lucie County. Further all bidders must disclose the name of any County employee who owns directly or indirectly any interest in the bidder's firm or any of its branches.

27. **ADDENDA TO THE BID:**
St. Lucie County reserves the right to amend this bid or request additional clarifying information from any or all bidders prior to determination of award. Any changes to this bid will be made available for all prospective bidders to receive. **Although we will make an attempt to notify you of all addenda, it is the sole responsibility of the bidder to ensure it is received.**

28. **AWARD AND CONTRACT:**
The successful bidder, will, within fifteen (15) calendar days after written notice of award, enter into a written contract with the Board of County Commissioners in accordance with the accepted bid.

29. **PUBLIC ENTITY CRIMES:**
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

30. **NOTICE TO SELLER TO DELIVER:**
No delivery shall become due or be acceptable without a written order or shipping instruction by the County unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required the Seller may be given telephone notice to be confirmed by an order in writing.

31. **MODIFICATIONS:**
All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity to the initiation of any such change.

32. **OCCUPATIONAL LICENSE:**
No person shall engage in or manage any Business Profession or Occupation in St. Lucie County for which an occupation license tax is required unless a County License shall have been

procured from the Tax Collector for St. Lucie County.

33. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:**
This bid may be expanded to include other governmental agencies. Each political entity will be responsible for execution of its own requirements with the awarded vendor.

34. **BOND AND INSURANCE REQUIREMENTS:**
Bonds must be issued by a Bonding Company with a Best Insurance Guide's rating of "A-" or better and must be licensed or authorized to do business in the State of Florida. Certificates of insurance, Public Construction Bonds and/or Maintenance Bonds must be received by the applicable County office prior to actual commencement of the project. All certificates of insurance shall list the county as Additional Insured and reference the specific project. Please note that where applicable the following bond and insurance requirements supersede those set forth in the sample contract.

**BONDS**

A. **No** **5% Bid Security**

B. **No** **100% Maintenance Bond** _____ years

C. **No** **100% Public Construction Bond**

**INSURANCE**

A. **Yes** **Worker's Compensation**

$1,000,000 by accident - each accident

$1,000,000 by disease - each employee

$1,000,000 by disease - policy limit

B. **Yes** **Commercial General Liability**

$1,000,000 per occurrence

$2,000,000 per job aggregate

C. **Yes** **Commercial Auto Liability**
Combined Single Limit, Bodily Injury/Property Damage
**$1,000,000**

D. **No** **Builder's Risk** (all risks for the total construction cost of the project)

E. **No** **Professional Liability** $1,000,000 aggregate

F. **No** **Other** _____

35. The County of St. Lucie reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as may be deemed to be in the best interest of the county.

36. **LOCAL PREFERENCE:**

In accordance with the St. Lucie County Local Preference Ordinance No. 09-005, a preference will be given to bidders who have a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address and who hold a valid Local Business Tax Receipt (Occupational License) issued by the County that authorizes the bidder to provide the goods and services to be purchased.

(a) Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, St. Lucie County and its agencies and instrumentalities, will give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest bid, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e. the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Purchasing Division shall determine if the lowest local bidder meets the requirements of 287.07, Florida Statutes. If the lowest local bidder meets the requirements of 287.07, Florida Statutes, the Purchasing Division shall invite the lowest local bidder in writing to submit a matching offer to the Purchasing Division which shall be submitted in writing to the Purchasing Division within five business days thereafter. If the lowest local bidder submits a written offer that does not match the lowest bid from the non-local bidder tendered previously, the next lowest fully qualified local bidder will be given the opportunity to match if they are within five percent. This cycle shall be repeated until there are no remaining local bidders within five percent, and then award shall be made to the non-local bidder. If the lowest local bidder does not respond, declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Section 287.07, Florida Statutes, and the lowest non-local bidder does, the lowest local bidder will be disqualified and the next lowest bidder will be considered if they are within five percent, award will be made to the bidder that meets the requirements of the referenced state law. In the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.

**Certification Statement**
**Local Vendor Preference**

I certify that my company meets all of the following qualifications to be eligible for the local vendor Preference:

(1) That my company has a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year prior to the issuance of the Request for competitive bids or request for proposals by St. Lucie County; and

(2) That my company holds any business license required by the St. Lucie County for at least one year

(3) That my company is principal offeror who is single offeror; a business which is the prime contractor And not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(4) Attached is a copy of my St. Lucie County, Indian River or Martin Occupational License.

Company Name:_____

Address:_____

Business License Number:_____

Phone Number:_____Fax Number:_____

Owner's Name:_____Signature:_____

Sworn to before me this_____day of_____,_____

Notary Public for the State of_____My Commission Expires_____

Notary Public Signature_____Printed Name:_____

**VENDOR DO NOT COMPLETE**

To be verified with the Occupational Licensing Department and completed by an authorized Representative from St. Lucie County Purchasing Division:

Vendor Certified by:_____Date:_____
*(Authorized Signature)*

**To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business license must be submitted with your bonafide Bid/RFP package.**

## SCOPE OF WORK

**SPECIFICATIONS:**
The Standard Specifications for this Contract shall be the latest edition of the Florida Department of Transportation's Standard Specifications for road and Bridge Construction

Thermoplastic Stripes and Markings hall have a minimum average thickness of 0.090" for all applications. Thermoplastic Stripes and Markings shall be Alkyd Type only. Thermoplastic Stripes and Marking shall be applied utilizing extrusion application equipment only.

High build paint will be applied at 25mls thick with a double drop bead application.

Hot spray thermoplastic will be applied at 40mls thick with a single drop bead application.

**PERFORMANCE GUARANTY:**
That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

**PROJECT MANAGER:**
The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Contract.

**TERM**
The term of this contract will be for three (3) years with an option of the parties; maybe be renewed for two (2) additional one (1) year periods upon the same terms and conditions herein specified and at the rate specified in the bid response for year three. This option shall be deemed exercised and the contract renewed for an additional one (1) year period upon the County's written notification to Contractor that it will exercise this option to renew. Such written notification shall be given thirty days prior to the expiration of this contract.

All work shall be completed within the time frames set forth in work assignments. The work shall be conducted in such a manner and with sufficient labor, materials, tools and equipment necessary to complete the work within the time limit set forth in the Contract. The Contractor fully understands and agrees that the County shall not pay for any obligation of expenditure made by the Contractor prior to the effective date of this Contract, unless the County authorizes such payment in writing.

**CONTRACT PAYMENT:**
The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Document, pursuant to the line items listed on the Bid Form Schedule "A".

## CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

_____

Contractor's Signature

## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against THE COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____

_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____

_____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number

## BID FORM

All bids must be submitted in a sealed envelope addressed to the St. Lucie County Purchasing Director, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, Florida 34982, plainly marked on the outside with bid number, date and time of bid opening. Bids must be received and Aclocked@ in the Purchasing Department before opening time.

## BID No. 19-013
### STRIPING AND PAVEMENT MARKINGS
### PUBLIC WORKS/ROAD & BRIDGE

**I, _____REPRESENTING_____ Company and/or Corporation, agree to perform all of the requirements to complete the work required in the specifications for the prices listed on Schedule "A" (Page 15 thru 19).**

Bid Obligation
It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER:_____

ADDRESS:_____

CITY, STATE, ZIP:_____

PHONE:_____

SIGNED BY:_____

TITLE:_____

DATE:_____

**Page 15 thru 19 (Schedule "A") is part of the bid form and must be turned it with page 14.**

| | ESTIMATED QTY. | 1ST YEAR | | 2ND YEAR | | 3RD YEAR | | TOTAL 3 YEAR COST |
|---|---|---|---|---|---|---|---|---|
| **PAVEMENT TRAFFIC STRIPES & MARKINGS** | | Unit | Total | Unit | Total | Unit | Total | |
| 4" Skip Stripe, 1:3 Ratio | 10,000 net LF | | | | | | | |
| 4" Solid Line | 10,000 LF | | | | | | | |
| 6" Skip Stripe, 1:3 Ratio | 5,000 LF | | | | | | | |
| 6" Solid Line | 10,000 LF | | | | | | | |
| 6" Solid Blue | 500 LF | | | | | | | |
| 8" Solid White | 500 LF | | | | | | | |
| 12" Solid White | 1000 LF | | | | | | | |
| 18" Solid White | 500 LF | | | | | | | |
| 24" Solid White | 1000 LF | | | | | | | |
| 8" Solid Yellow | 500 LF | | | | | | | |
| 12" Solid Yellow | 1000 LF | | | | | | | |
| 18" Solid Yellow | 500 LF | | | | | | | |
| 24" Solid Yellow | 500 LF | | | | | | | |
| Blackout | 1000 LF | | | | | | | |
| Stop Bars 24" | 50 Each | | | | | | | |
| Stop | Each | | | | | | | |
| Yield | Each | | | | | | | |
| | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Diamond | Each | | | | | | | |
| Bike | Each | | | | | | | |
| Merge | Each | | | | | | | |
| Only | Each | | | | | | | |
| School | Each | | | | | | | |
| RXR (6" x 6') | Each | | | | | | | |
| RXR (16" x 20') | Each | | | | | | | |
| Handicap Symbol | Each | | | | | | | |
| | | | | | | Subtotal Painting | | |
| **THERMOPLASTIC TRAFFIC STRIPES & MARKINGS** | | Unit | Total | Unit | Total | Unit | Total | |
| 4" Skip Stripe, 1:3 Ratio | 10,000 LF | | | | | | | |
| 4" Solid Line | 1,000 LF | | | | | | | |
| 6" Skip Stripe, 1:3 Ratio | 5,000 LF | | | | | | | |
| 6" Solid Line | 10,000 LF | | | | | | | |
| 8" Solid Line | 500 LF | | | | | | | |
| 6" Solid Blue | 1000 LF | | | | | | | |
| 12" Solid White | 1000 LF | | | | | | | |
| 18" Solid White | 500 LF | | | | | | | |
| | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 24" Solid White | 2000 LF | | | | | | | |
| 12" Solid Yellow | 500 LF | | | | | | | |
| 18" Solid Yellow | 500 LF | | | | | | | |
| 24" Solid Yellow | 500 LF | | | | | | | |
| Stop Bar 24" | 50 Each | | | | | | | |
| Pavement Arrows – Single | 50 Each | | | | | | | |
| Pavement Arrows – Combination | 50 Each | | | | | | | |
| Stop | Each | | | | | | | |
| Yield | Each | | | | | | | |
| Diamond | Each | | | | | | | |
| Bike | Each | | | | | | | |
| Merge | Each | | | | | | | |
| Only | Each | | | | | | | |
| School | Each | | | | | | | |
| RXR (6" x 6') | Each | | | | | | | |
| RXR (16" x 20') | Each | | | | | | | |
| Handicap Symbol | Each | | | | | | | |
| | | | | **Subtotal Thermoplastic** | | | | |
| | | | | | | | | |

| HIGH BUILD PAINT | | Unit | Total | Unit | Total | Unit | Total | |
|---|---|---|---|---|---|---|---|---|
| 4" Skip Stripe (10-30) White | 2,000 LF | | | | | | | |
| 4" Solid Line White | 4,000 LF | | | | | | | |
| 6" Skip Stripe (10-30) White | 5,000 LF | | | | | | | |
| 6" Solid Line White | 10,000 LF | | | | | | | |
| 4" Solid Yellow | 1000 LF | | | | | | | |
| 4" Skip Yellow | 1000 LF | | | | | | | |
| 6" Solid Yellow | 2000 LF | | | | | | | |
| 6" Skip Yellow | 2000 LF | | | | | | | |
| | | | | Subtotal High Build Paint | | | | |
| HOT SPRAY THERMOPLASTIC | | Unit | Total | Unit | Total | Unit | Total | |
| 4" Skip Stripe (10-30) White | 2,000 LF | | | | | | | |
| 4" Solid Line White | 4,000 LF | | | | | | | |
| 6" Skip Stripe (10-30) White | 5,000 LF | | | | | | | |
| 6" Solid Line White | 10,000 LF | | | | | | | |
| 4" Solid Line Yellow | 1000 LF | | | | | | | |
| 4" Skip Yellow (10-30) | 1000 LF | | | | | | | |
| 6" Solid Line Yellow | 2000 LF | | | | | | | |
| 6" Skip Yellow (10-30) | 2000 LF | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Subtotal Hot Spray Thermoplastic | | | | |
| **MISCELLANEOUS ITEMS/OTHERS** | | **Unit** | **Total** | **Unit** | **Total** | **Unit** | **Total** | |
| Line Removal, Paint & Thermo, by Grinding | 500 LF | | | | | | | |
| Stop Bars Removal, by Grinding | Each | | | | | | | |
| RPMS – Yellow, Red, White | Each | | | | | | | |
| | | | | **Subtotal Misc. Items/Others** | | | | |
| | | | | **Grand Total Bid Price** | | | | |

**Bid Obligation:**
It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER: _____

ADDRESS: _____

_____

PHONE: _____ FAX: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

TOLLROA-02 MARTINEZN

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2018

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

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

PRODUCER
Insurance Office of America, Inc.
1855 West State Road 434
Longwood, FL 32750

18729

CONTACT NAME: Brenda Laflamme
PHONE (A/C, No, Ext): (407) 998-5421 15421 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: Brenda.Laflamme@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Admiral Insurance Company | 24856 |
| INSURER B: Twin City Fire Insurance Company | 29459 |
| INSURER C: North River Insurance Company | 21105 |
| INSURER D: Insurance Company of the West | 27847 |
| INSURER E: Travelers Property Casualty Insurance Company | 36161 |
| INSURER F: | |

INSURED
Tolle Roads, LLC
3501 South Sanford Ave
Sanford, FL 32773

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | CA000028265-02 | 09/21/2018 | 09/21/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | 21UEAHF0014 | 09/21/2018 | 09/21/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 5821110054 | 09/21/2018 | 09/21/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WFL 6037696 | 08/25/2018 | 08/25/2019 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Equipment Floater | | | 6603H558444 | 09/21/2018 | 09/21/2019 | | |

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

CERTIFICATE HOLDER

St. Lucie County BOCC Contract # C14-01-049
2300 Virginia avenue
Fort Pierce, FL 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
- A034287

ACORD 25 (2016/03)

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C19-02-162

**FIRST AMENDMENT TO FEBRUARY 19, 2019 CONTRACT**
**BETWEEN ST. LUCIE COUNTY AND**
**TRP CONSTRUCTION GROUP, LLC**

**THIS FIRST AMENDMENT** made this 13TH day of DECEMBER, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (County) and **TRP CONSTRUCTION GROUP, LLC** or his, its or their successors, executors, administrators and assigns (Contractor).

**WHEREAS**, on February 19, 2019, the parties entered into a Contract for striping and pavement markings Public Works/Road & Bridge as needed; and

**WHEREAS**, the parties desire to amend the Contract to exercise the first one-year renewal option whereby extending the contract term through February 18, 2023; and,

**WHEREAS**, the Legislature of the State of Florida amended Section 448.095(2)(a) Florida Statute to provide that any contract by a local government entity must contain a provision for the use of the Federal E-Verify System to confirm the work authorization status of new employees hired on or after January 1, 2021.

**NOW, THEREFORE**, inconsideration of the mutual promises contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM shall be amended to read as follows:

   6. **TERM**

   The term of this contract shall be for a period of four (4) years beginning on **February 19, 2019** and continuing through **February 18, 2023**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

2. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

   **Effective January 1, 2021**, As required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

   If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

   The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the

Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

3. All other terms and conditions of the original Contract as previously amended shall remain in full force and effect.

**IN WITNESS WHEREOF,** the County has hereunto subscribed and the Vendor has affixed his, its, or their names, or name, and the date aforesaid.

WITNESSES:

(1) _____

(2) _____

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR 9/16/21

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

TRP CONSTRUCTION GROUP, LLC

BY: _____

PRINT NAME: ROBERT TOLLE

TITLE: V.P.

# EXHIBIT B

C19-02-162

**FIRST AMENDMENT TO FEBRUARY 19, 2019 CONTRACT**
**BETWEEN ST. LUCIE COUNTY AND**
**TRP CONSTRUCTION GROUP, LLC**

**THIS FIRST AMENDMENT** made this 13TH day of DECEMBER, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (County) and **TRP CONSTRUCTION GROUP, LLC** or his, its or their successors, executors, administrators and assigns (Contractor).

**WHEREAS**, on February 19, 2019, the parties entered into a Contract for striping and pavement markings Public Works/Road & Bridge as needed; and

**WHEREAS**, the parties desire to amend the Contract to exercise the first one-year renewal option whereby extending the contract term through February 18, 2023; and,

**WHEREAS**, the Legislature of the State of Florida amended Section 448.095(2)(a) Florida Statute to provide that any contract by a local government entity must contain a provision for the use of the Federal E-Verify System to confirm the work authorization status of new employees hired on or after January 1, 2021.

**NOW, THEREFORE**, inconsideration of the mutual promises contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM shall be amended to read as follows:

   6. **TERM**

   The term of this contract shall be for a period of four (4) years beginning on **February 19, 2019** and continuing through **February 18, 2023**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

2. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

   **Effective January 1, 2021**, As required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

   If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

   The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the

Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

3. All other terms and conditions of the original Contract as previously amended shall remain in full force and effect.

**IN WITNESS WHEREOF**, the County has hereunto subscribed and the Vendor has affixed his, its, or their names, or name, and the date aforesaid.

**WITNESSES:**

(1) _____

(2) _____

**BOARD OF COUNTY COMMISSIONERS**
**ST. LUCIE COUNTY, FLORIDA**

BY: _____
**COUNTY ADMINISTRATOR** 9/16/21

**APPROVED AS TO FORM AND CORRECTNESS:**

_____
**COUNTY ATTORNEY**

**WITNESSES:**

(1) _____

(2) _____

**TRP CONSTRUCTION GROUP, LLC**

BY: _____

PRINT NAME: ROBERT TOLLE

TITLE: V.P.

DocuSign Envelope ID: 40A3050E-7FAC-445C-B4CB-020303C026E1

# EXHIBIT C

C19-02-162

**SECOND AMENDMENT TO FEBRUARY 19, 2019 CONTRACT BETWEEN ST. LUCIE COUNTY AND TRP CONSTRUCTION GROUP, LLC**

**THIS SECOND AMENDMENT** made this 7 day of February, 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (County) and **TRP CONSTRUCTION GROUP, LLC** or his, its or their successors, executors, administrators and assigns (Contractor).

**WHEREAS**, on February 19, 2019, the parties entered into a Contract for striping and pavement markings Public Works/Road & Bridge as needed; and

**WHEREAS**, on December 13, 2021, the parties executed the first amendment to the Contract to exercise the first one-year renewal option whereby extending the contract term through February 18, 2023; and,

**WHEREAS**, the parties desire to further amend the Contract to exercise the second one-year renewal option and approve the revised price list for the new contract term.

**NOW, THEREFORE**, inconsideration of the mutual promises contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM shall be amended to read as follows:

   6. **TERM**

   The term of this contract shall be for a period of five (5) years beginning on **February 19, 2019** and continuing through **February 18, 2024**.

2. Paragraph 7. Payment shall be amended to include the following:

   Effective February 19, 2023, the County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, pursuant to the revised Bid Form and Prices attached hereto as Exhibit "A"

3. All other terms and conditions of the original Contract as previously amended shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

DocuSign Envelope ID: 40A3050E-7FAC-445C-B4CB-020303C026E1



APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

TRP CONSTRUCTION GROUP, LLC

BY: Tom Underwood 2/6/2023

PRINT NAME: Tom Underwood

TITLE: GM

## Selena Griffett

**From:** Linda Cox
**Sent:** Tuesday, September 19, 2023 1:19 PM
**To:** Selena Griffett; Sara Hedges
**Cc:** Gelencia Carter
**Subject:** FW: TRP Piggyback Agreement for Delaware Avenue
**Attachments:** RLS 23-239 TRP Piggyback Agreement for Delaware Avenue w Exhibits.pdf

Hi Selena:

I left you a message; what you sent me to include on the agenda last Friday was not the Piggyback Agreement….just the notice of award. This will need to go back on the agenda with the actual agreement. I'm really sorry, but the contract that was on the agenda is different that what needs to be approved.

Give me or Sara a call if you have questions.

**Linda W. Cox, MBA, CMC, FCRM | City Clerk| City of Fort Pierce**
City Clerk's Office
Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

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*"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."*

---

**From:** Sara Hedges <shedges@cityoffortpierce.com>
**Sent:** Tuesday, September 19, 2023 12:42 PM
**To:** Linda Cox <lcox@cityoffortpierce.com>
**Subject:** FW: TRP Piggyback Agreement for Delaware Avenue

Linda –

It appears the wrong Contract was attached to last night's agenda. This is what was approved. It appears to me they attached the original Piggyback that I had to make corrections to.

Give me a call to discuss.

**Sara Hedges | City Attorney | City of Fort Pierce**
City Attorney's Office
Phone: 772.467.3046 Fax: 772.489.5492
100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

**From:** Selena Griffett <sgriffett@cityoffortpierce.com>
**Sent:** Thursday, September 14, 2023 9:26 AM
**To:** Gelencia Carter <gcarter@cityoffortpierce.com>
**Cc:** Sara Hedges <shedges@cityoffortpierce.com>
**Subject:** FW: TRP Piggyback Agreement for Delaware Avenue

Good Morning Genny,

I have combined our Piggyback Agreement with the SLC contract and amendments (noted as Exhibits A, B, and C) in the attached document.

Do you want to send it to the contractor for signatures, or do you want me to take care of that for you?

**Selena Griffett PE | Project Engineer | City of Fort Pierce**
Engineering Department
Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

**From:** Sara Hedges <shedges@cityoffortpierce.com>
**Sent:** Wednesday, September 13, 2023 5:15 PM
**To:** Nick Mimms <nmimms@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
**Cc:** Gelencia Carter <gcarter@cityoffortpierce.com>; Johnna Morris <jmorris@cityoffortpierce.com>
**Subject:** TRP Piggyback Agreement for Delaware Avenue

Good Evening, Everyone –

This contract is on the City Commission Agenda for 9/18. The Piggyback Agreement was not originally provided to this office for review as to form and correctness prior to being signed by the Vendor or being placed on the Agenda. Ms. Griffett has tracked down all of the necessary documents needed to get this put together, and I must thank her for her quick responses in getting those items!

Attached you will see the Memo approving the Piggyback Agreement with the suggested changes I've included, a track changes of the Piggyback Agreement, and a clean copy of the Piggyback Agreement. There is an explanation as to the Exhibits that need lettered and attached and a signature being needed by the Vendor once the Piggyback Agreement is in final form.

I am not sure whether this can be accomplished by Monday. I am advancing the Agenda item forward in Agenda Quick in hopes that we can get the Exhibits attached and the Vendor's signature.

Please make sure all contracts to be signed by the Mayor are sent to this office prior to signature by a Vendor or placing the item on an Agenda.

If there are any questions or concerns on this at all, please let me know.

Thanks.
Sara

**Sara Hedges | Interim City Attorney | City of Fort Pierce**
City Attorney's Office
Phone: 772.467.3046 Fax: 772.489.5492
100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

**City Commission Regular Meeting - 5:05 pm** **11. b.**

**Meeting Date:** 10/16/2023

**Re:** FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT FOR HURRICANE NICOLE

**Submitted For:** Johnna Morris, Finance Director, Finance Department

**SUBJECT:**

Approval of the Federally funded SubAward and Grant Agreement with Florida Division of Emergency Management for Hurricane Nicole.

**SUMMARY:**

The City was informed by the Florida Division of Emergency Management (FDEM) that the application for Public Assistance has been approved by FEMA regarding Hurricane Nicole.The next step in the process is to complete and sign the Public Assistance Sub-grant Agreement.

**RECOMMENDATION:**

Approval of agreement with Florida Division of Emergency Management (FDEM) to receive public assistance.

**ALTERNATIVES:**

Staff shall proceed as directed by Commission.

**RESPONSIBLE STAFF:**

Verna Jackson, Reporting & Grants Specialist

**COORDINATED WITH:**

Johnna Morris, Director of Finance

## Fiscal Impact

**Budgeted Y/N:** No

**OTHER INFORMATION:**

N/A

## Attachments

Grant Agreement NICOLE

RLS Approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 10/05/2023 10:26 AM |
| City Manager | Nick Mimms | 10/10/2023 08:28 AM |

Form Started By: Verna Jackson Started On: 09/27/2023 11:06 PM
Final Approval Date: 10/10/2023

**Agreement Number:** Z3696

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for** DR - 4680 - Hurricane Nicole

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

| | |
|---|---|
| Subrecipient's name: | Fort Pierce, City Of |
| Subrecipient's unique entity identifier: | HD7SD9PNKNA5 |
| Federal Award Date: | Dec 17, 2022 |
| Subaward Period of Performance Start and End Date (Cat A-B): | Nov 7, 2022 - June 13, 2023 |
| Subaward Period of Performance Start and End Date (Cat C-G): | Nov 7, 2022 - June 13, 2024 |
| Amount of Federal Funds Obligated by this Agreement: | N/A |
| Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: | |
| Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: | |
| Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA): | Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures. |
| Name of Federal awarding agency: | Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) |
| Name of pass-through entity: | Florida Division of Emergency Management (FDEM) |
| Contact information for the pass-through entity: | 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 |
| Assistance Listing Number (Formerly CFDA Number): | 97.036 |
| Assistance Listing Program Title (Formerly CFDA program Title): | Disaster Grants - Public Assistance (Presidentially Declared Disasters) |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Fort Pierce, City Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

| | |
|---|---|
| Name | Jennifer Stallings |
| Title | Grant Program Manager |
| Bureau of | Recovery |
| Address: | Florida Division of Emergency Management |
| | 2555 Shumard Oak Blvd. |
| | Tallahassee, FL 32399-2100 |
| Telephone: | (850) 815-4408 |
| Email: | Jennifer.Stallings@em.myflorida.com |

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Linda Hudson

Address: 100 N U.S. 1

Fort Pierce, FL 34950

Telephone: 772-467-3065
Email: fpassistant@cityoffortpierce.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

| | Reporting Time Period | Subrecipient Report Submittal Deadline |
|---|---|---|
| Quarter 1 (Q1) | October 1 – December 31 | January 15 |
| Quarter 2 (Q2) | January 1 – March 31 | April 15 |
| Quarter 3 (Q3) | April 1 – June 30 | July 15 |
| Quarter 4 (Q4) | July 1 – September 30 | October 15 |

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

**(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Certification Regarding Debarment

ii. Attachment B – Systems Access Form

iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT**: Fort Pierce, City Of

By: _____
(Signature)

Name: Linda Hudson

Title: Mayor

Date: _____

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Governor's Authorized Representative

Date: _____

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Linda Hudson, Mayor
Name and Title

100 North U.S. Highway 1
Street Address

Fort Pierce, FL, 34954-1480
City, State, Zip

_____
Date

Fort Pierce, City Of
Subrecipient's Name

Z3696
DEM Contract Number

**Attachment B**

**SYSTEMS ACCESS**

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**Instructions for Completion**

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Fort Pierce, City Of

| **Box 1: Authorized Agent** (Full Access) | | **Box 2: Primary Contact** (Full Access) | |
|---|---|---|---|
| Name | Linda Hudson | Name | Nick Mimms |
| Signature | | Signature | |
| Organization / Official Position | City of Fort Pierce, Mayor | Organization / Official Position | City of Fort Pierce, City Manager |
| Mailing Address | 100 N U.S. 1 | Mailing Address | 100 N U.S. 1 |
| City, State, Zip | Fort Pierce, FL 34950 | City, State, Zip | Fort Pierce, FL 34950 |
| Daytime Telephone | 772-467-3065 | Daytime Telephone | 772-467-3793 |
| E-mail Address | fpassistant@cityoffortpierce.com | E-mail Address | nmimms@cityoffortpierce.com |
| **Box 3: Alternate Contact** (Full Access) | | **Box 4: Other-Finance/Point of Contact** (Full Access) | |
| Name | Verna Jackson | Name | Johnna Morris |
| Signature | | Signature | |
| Organization / Official Position | City of Fort Pierce, Reporting & Grants Specialist | Organization / Official Position | City of Fort Pierce, Finance Director |
| Mailing Address | 100 N U.S. 1 | Mailing Address | 100 N U.S. 1 |
| City, State, Zip | Fort Pierce, FL 34950 | City, State, Zip | Fort Pierce, FL 34950 |
| Daytime Telephone | 772-467-3183 | Daytime Telephone | 772-467-3073 |
| E-mail Address | vjackson@cityoffortpierce.com | E-mail Address | jmorris@cityoffortpierce.com |
| **Box 5: Other-Risk Mgmt-Insurance** (Full Access) | | **Box 6: Other-Environmental-Historic** (Full Access) | |
| Name | Noemi Rios | Name | |
| Signature | | Signature | |
| Organization / Official Position | City of Fort Pierce, Risk Manager | Organization / Official Position | |
| Mailing Address | 100 N U.S. 1 | Mailing Address | |
| City, State, Zip | Fort Pierce, FL 34950 | City, State, Zip | |
| Daytime Telephone | 772-467-3070 | Daytime Telephone | |
| E-mail Address | nrios@cityoffortpierce.com | E-mail Address | |

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

_____

**Subrecipient Authorized Representative Signature**

_____

**Date**

**SYSTEMS ACCESS FORM (CONTACTS)**
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Fort Pierce, City Of **Date:**

| **Box 7:** **Other** (Read Only Access) | **Box 8:** **Other** (Read Only Access) |
|---|---|
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |
| **Box 9:** **Other** (Read Only Access) | **Box 10:** **Other** (Read Only Access) |
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |
| **Box 11:** **Other** (Read Only Access) | **Box 12:** **Other** (Read Only Access) |
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000322

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 111-24300-00

**Attachment C**
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, City of Fort Pierce, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

Linda Hudson, Mayor
_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VERNA JACKSON, GRANTS AND REPORTING SPECIALIST

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT FOR HURRICANE NICOLE

CAO RLS FILE: 23-226

DATE: SEPTEMBER 8, 2023

---

I have reviewed the above Request for Legal Services (RLS) related to a Grant Subaward Agreement for Hurricane Nicole. With the confirmation the blanks for the awarded amount are correct, the documents are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

**City Commission Regular Meeting - 5:05 pm** **11. c.**

**Meeting Date:** 10/16/2023

**Re:** FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT FOR HURRICANE IAN

**Submitted For:** Johnna Morris, Finance Director, Finance Department

**SUBJECT:**

Approval of federally funded SubAward and Grant Agreement with Florida Division of Emergency Management for Hurricane Ian .

**SUMMARY:**

The City was informed by the Florida Division of Emergency Management (FDEM) that the application for Public Assistance has been approved by FEMA regarding Hurricane Ian. The next step in the process is to complete and sign the Public Assistance Sub-grant Agreement.

**RECOMMENDATION:**

Approval of agreement with Florida Division of Emergency Management (FDEM) to receive public assistance.

**ALTERNATIVES:**

Staff shall proceed as directed by Commission.

**RESPONSIBLE STAFF:**

Verna Jackson, Reporting & Grants Specialist

**COORDINATED WITH:**

Johnna Morris, Director of Finance

**Fiscal Impact**

**Budgeted Y/N:** No

**OTHER INFORMATION:**

N/A

**Attachments**

GRANT AGREEMENT FOR HURRICANE IAN

RLS Approval Ian

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 10/05/2023 10:26 AM |
| City Manager | Nick Mimms | 10/10/2023 08:28 AM |

Form Started By: Verna Jackson Started On: 09/20/2023 11:30 PM
Final Approval Date: 10/10/2023

**Agreement Number:** Z3723

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for** DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

| | |
|---|---|
| Subrecipient's name: | Fort Pierce, City Of |
| Subrecipient's unique entity identifier: | HD7SD9PNKNA5 |
| Federal Award Date: | 9/30/2022 |
| Subaward Period of Performance Start and End Date (Cat A-B): | Sep 23, 2022- Mar 29, 2023 |
| Subaward Period of Performance Start and End Date (Cat C-G): | Sep 23, 2022- Mar 29, 2024 |
| Amount of Federal Funds Obligated by this Agreement: | N/A |
| Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: | |
| Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: | |
| Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA): | Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures. |
| Name of Federal awarding agency: | Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) |
| Name of pass-through entity: | Florida Division of Emergency Management (FDEM) |
| Contact information for the pass-through entity: | 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 |
| Assistance Listing Number (Formerly CFDA Number): | 97.036 |
| Assistance Listing Program Title (Formerly CFDA program Title): | Disaster Grants - Public Assistance (Presidentially Declared Disasters) |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Fort Pierce, City Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

| | |
|---|---|
| Name | Jennifer Stallings |
| Title | Grant Program Manager |
| Bureau of | Recovery |
| Address: | Florida Division of Emergency Management |
| | 2555 Shumard Oak Blvd. |
| | Tallahassee, FL 32399-2100 |
| Telephone: | (850) 815-4408 |
| Email: | Jennifer.Stallings@em.myflorida.com |

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Linda Hudson

Address: 100 N U.S. 1
Fort Pierce, FL 34950

Telephone: 772-467-3065

Email: fpassistant@cityoffortpierce.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

| | Reporting Time Period | Subrecipient Report Submittal Deadline |
|---|---|---|
| Quarter 1 (Q1) | October 1 – December 31 | January 15 |
| Quarter 2 (Q2) | January 1 – March 31 | April 15 |
| Quarter 3 (Q3) | April 1 – June 30 | July 15 |
| Quarter 4 (Q4) | July 1 – September 30 | October 15 |

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

**(19) <u>ATTACHMENTS</u>**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Certification Regarding Debarment

ii. Attachment B – Systems Access Form

iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT**: Fort Pierce, City Of

By: _____
(Signature)

Name: Linda Hudson

Title: Mayor

Date: _____

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Governor's Authorized Representative

Date: _____

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Linda Hudson, Mayor
Name and Title

100 North U.S. Highway 1
Street Address

Fort Pierce, FL, 34954-1480
City, State, Zip

_____
Date

Fort Pierce, City Of
Subrecipient's Name

Z3723
DEM Contract Number

**Attachment B**

**SYSTEMS ACCESS**

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**Instructions for Completion**

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Fort Pierce, City Of

| **Box 1: Authorized Agent** (Full Access) | **Box 2: Primary Contact** (Full Access) |
|---|---|
| Name: Linda Hudson | Name: Nick Mimms |
| Signature: | Signature: |
| Organization / Official Position: City of Fort Pierce, Mayor | Organization / Official Position: City of Fort Pierce, City Manager |
| Mailing Address: 100 N U.S. 1 | Mailing Address: 100 N U.S. 1 |
| City, State, Zip: Fort Pierce, FL 34950 | City, State, Zip: Fort Pierce, FL 34950 |
| Daytime Telephone: 772-467-3067 | Daytime Telephone: 772-467-3793 |
| E-mail Address: fpassistant@cityoffortpierce.com | E-mail Address: nmimms@cityoffortpierce.com |
| **Box 3: Alternate Contact** (Full Access) | **Box 4: Other-Finance/Point of Contact** (Full Access) |
| Name: Verna Jackson | Name: Johnna Morris |
| Signature: | Signature: |
| Organization / Official Position: City of Fort Pierce, Reporting & Grants Specialist | Organization / Official Position: City of Fort Pierce, Finance Director |
| Mailing Address: 100 N U.S. 1 | Mailing Address: 100 N U.S. 1 |
| City, State, Zip: Fort Pierce, FL 34950 | City, State, Zip: Fort Pierce, FL 34950 |
| Daytime Telephone: 772-467-3183 | Daytime Telephone: 772-467-3073 |
| E-mail Address: vjackson@cityoffortpierce.com | E-mail Address: jmorris@cityoffortpierce.com |
| **Box 5: Other-Risk Mgmt-Insurance** (Full Access) | **Box 6: Other-Environmental-Historic** (Full Access) |
| Name: Noemi Rios | Name: |
| Signature: | Signature: |
| Organization / Official Position: City of Fort Pierce, Risk Manager | Organization / Official Position: |
| Mailing Address: 100 N U.S. 1 | Mailing Address: |
| City, State, Zip: Fort Pierce, FL 34950 | City, State, Zip: |
| Daytime Telephone: 772-467-3070 | Daytime Telephone: |
| E-mail Address: nrios@cityoffortpierce.com | E-mail Address: |

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

_____

**Subrecipient Authorized Representative Signature**

_____

**Date**

**SYSTEMS ACCESS FORM (CONTACTS)**
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Fort Pierce, City Of **Date:**

| **Box 7:** **Other** (Read Only Access) | **Box 8:** **Other** (Read Only Access) |
|---|---|
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |
| **Box 9:** **Other** (Read Only Access) | **Box 10:** **Other** (Read Only Access) |
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |
| **Box 11:** **Other** (Read Only Access) | **Box 12:** **Other** (Read Only Access) |
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000322

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 111-24300-00

**Attachment C**
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, City of Fort Pierce, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

Linda Hudson, Mayor
_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VERNA JACKSON, GRANTS AND REPORTING SPECIALIST

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT FOR HURRICANE IAN

CAO RLS FILE: 23-190

DATE: SEPTEMBER 8, 2023

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I have reviewed the above Request for Legal Services (RLS) related to a Grant Subaward Agreement for Hurricane Nicole. With the confirmation the blanks for the awarded amount are correct, the documents are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

**City Commission Regular Meeting - 5:05 pm** **11. d.**

**Meeting Date:** 10/16/2023

**Re:** Specific Authorization #2 Stantec for 11th-Boston-Preston Design Services RFQ 2019-027

**Submitted For:** Selena Griffett, Project Engineer, Engineering

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**SUBJECT:**

Approval to award Specific Authorization #2 for RFQ 2019-027 to Stantec for professional engineering design services for the 11th Street, Boston Avenue, and Preston Court roadway improvement project in an amount not to exceed $199,482.85.

**SUMMARY:**

The City has requested a scope and fee proposal from Stantec for professional engineering design services for the 11th Street, Boston Avenue and Preston Court roadway improvement project. Stantec was selected as a continuing services professional engineer with RFQ 2019-027. This would be Specific Authorization #2 for Stantec under this contract.

The project proposes to reconstruct the existing roadways, new curb and gutter and driveways, new sidewalk, and drainage improvements. The project includes 11th Street from Boston Avenue to Orange Avenue, Boston Avenue from 13th Street to 10th Street, and Preston Court from Boston Avenue to Delaware Avenue.

On October 2, 2023 the City Commission approved the assignment of the Continuing Services Contract with Cardno to Stantec.

**RECOMMENDATION:**

Staff recommends authorizing Specific Authorization #2 to Stantec.

**ALTERNATIVES:**

Advertise the project for specific consulting services, or do not advance the project.

**RESPONSIBLE STAFF:**

Selena Griffett

**COORDINATED WITH:**

Jack Andrews
Purchasing Department
City Attorney

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Fiscal Year:** 2022/2023

**Account:** 114-1111-563210
**Amount:** $199,482.85
**FISCAL IMPACT:**
The project will use Infrastructure Surtax and Stormwater Utility funds

**Budgeted Y/N:** N
**Fiscal Year:** 2024
**Account:** 1141111-563210
**Amount:** 199482.85
**FISCAL IMPACT:**
Fiscal year impact is FY 2024.

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## Attachments

SA2 Stantec Signed
Original Contract
City Commission Assignment Approval 10022023
City Atty approval

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Karen Logue | 10/10/2023 05:07 PM |
| City Manager | Nick Mimms | 10/10/2023 06:26 PM |
| Form Started By: Selena Griffett | | Started On: 09/27/2023 10:19 AM |
| Final Approval Date: 10/10/2023 | | |

**SPECIFIC AUTHORIZATION NO. 2**

**BOSTON AVENUE AREA ROADWAY IMPROVEMENTS**
**(11th Street from Boston Avenue to Orange Avenue;**
**Boston Avenue from 13th Street to 10th Street;**
**Preston Court from Delaware Avenue to Boston Avenue)**

**PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

Pursuant to the continuing agreement related to "RFQ No. 2019-027 – Engineering Services" (hereinafter referred to as "AGREEMENT" between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Stantec Consulting Services, Inc** (hereinafter referred to as "ENGINEER") dated the 4th day of August 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Boston Avenue Area Roadway Improvements, hereinafter referred to as the "Project".

**Section 1 - Scope of Work and Schedule of Services**

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required to provide completed design and construction plans, utility coordination, Stakeholder outreach, Public Involvement, and any permit requirements for the Boston Avenue Area Roadway Improvements Project. The proposed services and scope of work are more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.

**Section 2 - Deliverables**

ENGINEER shall provide the following deliverables to the CITY as list below and described in Exhibit "A", which is attached hereto and incorporated by reference herein:

| | |
|---|---|
| 60% Design Drawings | 105 Calendar Days from NTP |
| 100% Design Drawings | 180 Calendar Days from NTP |
| Final Certified Plans | 265 Calendar Days from NTP |

**Section 3 - Method and Amount of Compensation**

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit "B", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed $199,482.85

**Section 4 - CITY's Responsibilities**

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

**Section 5 - Other Provisions**

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

**IN WITNESS WHEREOF,** this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

**CITY OF FORT PIERCE, FLORIDA:**

By: _____ Date: _____
Linda Hudson, Mayor

**Stantec Consulting Services, Inc.**

By: _____ Date: 9/27/23
Douglas Stoker, P.E., Vice President

**APPROVED AS TO FORM & CORRECTNESS:**

By: _____ Date: _____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

August 5, 2020

**Cardno, Inc.**
2552 Peters Road, Suite C
Fort Pierce, FL 32945
Attn: Douglas Stoker, P.E., Vice President

**RE: RFQ.NO. 2019-027 ~ Professional Engineering Services**

Dear Mr. Stoker:

We are herewith enclosing one completely executed copy of subject agreements for your files, for **Professional Engineering Services**. Purchase Orders will be issued for each of the services on a project by project basis.

Please refer all correspondence pertaining to this project to Jack Andrews, City Engineer, as he will be in charge of this job.

Sincerely,

**CITY OF FORT PIERCE**

Latonya Hubbard

Latonya Hubbard
Purchasing Agent

/lh

Distribution: Jack Andrews, City Engineer (Memo Letter Only)
Julie Bye, Executive Assistant
File

# NOTICE TO AWARD

**Date:** June 23, 2020

**To:** Cardno, Inc.
2552 Peters Road, Suite C
Fort Pierce, Florida 32945
Attn: Douglas Stoker, P.E., Vice President

**Re:** Professional Engineering Services, RFQ No. 2019-027

**Date of Bid Opening:** 3:00PM, Tuesday, November 5, 2019

**Commission Approval:** Monday, February 18, 2020

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You are hereby notified that The Fort Pierce City Commission awarded the subject proposal noted above to your firm. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

| Copies | Item |
|---|---|
| 2 | Notice of Award |
| 2 | Agreement between City and Contractor |
| 2 | Non-Collusion Affidavit for Prime Bidder |
| 2 | Certification of Non-Segregated Facilities |
| 2 | Drug Free Workplace Form |

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, as stated in Section 12 of the agreement,

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage.

5. Return two (2) sets of the documents enclosed within ten (10) days after receipt to:

**Mailing Address:**
CITY OF FORT PIERCE
Purchasing Division, Room 101
Post Office Box 1480
Fort Pierce, FL 34954-1480

**Delivery Address:**
CITY OF FORT PIERCE
Purchasing Division, Room 101
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference or mail to your attention.

**OWNER:**

**CITY OF FORT PIERCE**
**P.O. Box 1480**
**Fort Pierce, Florida 34954-1480**

**BY:** _____
**Gelencia Carter, M.P.A.**
**Purchasing Manager**

**Date:** 6-23-20

**ACKNOWLEDGE RECEIPT OF NOTICE:**

**CONTRACTOR:**
**CARDNO, INC.**

**BY:** _____

Vice President
**Title**

20 JULY 20
**Date**

**END OF SECTION**

**CONTINUING CONTRACT FOR RFQ NO. 2019-027**
**PROFESSIONAL ENGINEERING SERVICES**

THIS CONTRACT is made as of the 4th day of August, 2020 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **CARDNO, INC.,** hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on **February 18, 2020**, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Contract" or "Agreement"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

## 1. SERVICES

The Consultant's responsibility under this Contract is to provide professional/ consultation services in the area of professional engineering services.

## 2. TERM

The term of the Contract shall be for a period of five (5) years beginning on the date first written above.

## 3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional engineering services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

## 4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

## 5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

## 6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City.

## 7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

## 8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

## 9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

## 10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor or professional associate.

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Contract.

## 11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

## 12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

## A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement CONSULTANT shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required. CONSULTANT may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

## B. DESCRIPTION OF REQUIRED INSURANCE

CONSULTANT shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

### 1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate,

coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| | | |
|---|---|---|
| Part One: | "Statutory" | |
| Part Two: | $1,000,000 | Each Accident |
| | $1,000,000 | Disease – Policy Limit |
| | $1,000,000 | Disease - Each Employee |

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

| | |
|---|---|
| General Aggregate | $1,000,000 |
| Products/Completed Operations Aggregate | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

| | |
|---|---|
| Each Occurrence Bodily Injury and Property Damage Liability Combined | $1,000,000 |

4) Professional Liability

Such insurance shall be on a form acceptable to CITY and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by CONSULTANT shall be endorsed to provide CITY with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self-insurance maintained by CITY. Any insurance, or self-insurance, maintained by CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, CITY may permit the application of a deductible or permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, CONSULTANT shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to CITY by the insurance provided by CONSULTANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONSULTANT) available to CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

**Certificates of Insurance must be completed as follows:**

**Certificate Holder**

**City of Fort Pierce**
**Attn: Purchasing Department**
**P.O. Box 1480**
**Fort Pierce FL 34954-1480**

**Additional Insured on the Commercial General Liability**

**City of Fort Pierce and its officials, officers and employees.**

## 13. INDEMNIFICATION

The Consultant covenants and agrees at all times to save, hold, and keep harmless the City, its Officials, Employees, and Agents, and indemnify the City, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Consultant, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the City the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

## 14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

## 15. PUBLIC RECORDS

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

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

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

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

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

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

## 16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant.

The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

## 17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control, (all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. Financial difficulty shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

## 18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## 19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

## 20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

## 21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

## 22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

## 23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

## 24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit

examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

## 25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

## 26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the Consultant and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

## 27. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## 28. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any prior written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and

signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

## 29. AMENDMENT

This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

## 30. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

## 31. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to

**City:**
**City of Fort Pierce**
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

**Consultant:**
**Cardno, Inc.**
Attn: Douglas Stoker, P.E., Vice President
2552 Peters Road, Suite C
Fort Pierce, FL 32945

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery

is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

## 32. INTERPRETATION; CAPTIONS AND HEADINGS

This Agreement shall be interpreted as a whole unit. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

## 33. WAIVER

No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

## 34. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors and assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

## 35. GOVERNING LAW; VENUE

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

## 36. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. A City Administrator shall decide any dispute which is not resolved by mutual agreement. The decision of the City Administrator shall be in writing and shall be final and conclusive unless determined by a court of competent

jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

## 37. MEDIATION

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for City. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

## 38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

**ATTEST:**

Linda Cox, City Clerk

**CITY OF FORT PIERCE:**

Linda Hudson, Mayor

**APPROVED AS TO FORM CORRECTNESS:**

By: _____
Peter Sweeney, City Attorney

**CONTINUING CONTRACT FOR RFQ NO. 2019-027**
**PROFESSIONAL ENGINEERING SERVICES**

**CONSULTANT:**
**CARDNO, INC.**

By: _____

Print: Douglas Stoker

Title: Vice President

Today's Date: 20 JULY 20

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

# CONTRACT FORMS

Please complete and forward

along with the agreement.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

# NON-COLLUSION AFFIDAVIT
# FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF PINELLAS

Douglas Stoker, being first duly sworn, deposes and says:

That he is A VICE PRESIDENT OF CARDNO, INC.
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Cardno, Inc.
(Firm Name)

By: [signature]

Title: Vice President

Subscribed and sworn to before me this 20th
day of, July 2020.

Cathee L. Thornton
Notary Public

My Commission expires: (Seal)

March 3, 2022

CATHEE L. THORNTON
Notary Public – State of Florida
Commission # GG 185253
My Comm. Expires Mar 3, 2022
Bonded through National Notary Assn.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

# CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: July 20, 2020

Official Address (Including Zip Code):

2552 Peters Road, Suite C
Fort Pierce, FL 32945

By: Douglas Stoker
Name

Name (Typed or Printed)

Vice President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

# DRUG-FREE WORKPLACE FORM

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

CARDNO, INC. does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

20 JULY 20

Date

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/21/2020

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Aon Risk Services Southwest, Inc.<br>Houston TX Office<br>5555 San Felipe<br>Suite 1500<br>Houston TX 77056 USA | PHONE (A/C. No. Ext): 8662837122 | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Cardno, Inc.<br>10004 Park Meadows Drive<br>Suite 300<br>Lone Tree CO 80124 USA | INSURER A: Zurich American Ins Co | 16535 |
| | INSURER B: Ironshore Specialty Insurance Company | 25445 |
| | INSURER C: Lexington Insurance Company | 19437 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570083104740 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | GL0018396105 | 06/30/2020 | 06/30/2021 | EACH OCCURRENCE | $2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | Per Project Agg $2M | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $10,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | BAP 0183962-05 | 06/30/2020 | 06/30/2021 | COMBINED SINGLE LIMIT (Ea accident) | $2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC018396005 | 06/30/2020 | 06/30/2021 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |
| C | Archit&Eng Prof | | | PSDEF2000430<br>Claims Made | 06/30/2020 | 06/30/2021 | Aggregate<br>Each Claim | $3,000,000<br>$3,000,000 |

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

With respects to policy number PSDEF2000430 Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Risk Services Sydney Australia is the broker for the defined policy. RE: Continuing Contract for RFQ NO. 2019-027, Professional Engineering Services. City of Fort pierce and its officials, officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy. Should General Liability, Automobile Liability, Workers' Compensation and Professional

**CERTIFICATE HOLDER**

City of Fort pierce
Attn: Purchasing Department
PO Box 1480
Fort Pierce FL 34954-1480 USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Southwest, Inc.*

Holder Identifier : ACM

Certificate No : 570083104740

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AGENCY CUSTOMER ID: 570000051836
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Southwest, Inc. | Cardno, Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570083104740 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570083104740 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

CARDNO NAMED INSUREDS

Cardno ChemRisk, LLC.
Cardno EM-Assist, Inc.
Cardno Emerging Markets USA, Ltd.
Cardno ENTRIX
Cardno ERI
Cardno GS, Inc.
Cardno Haynes Whaley, Inc.
Cardno JFNew
Cardno MMA
Cardno NC, Inc.
Cardno TBE (AZ)
Cardno TBE (FL)
Cardno TBE; TBE Group, Inc.
Cardno TEC, Inc.
Cardno USA, Inc.
Cardno WRG, Inc.
Cardno WRG, Inc. dba WRG Designs Inc.
Cardno, Inc (OR)
Cardno, Inc. (TX)
Cardno, Inc. (FL)
Ensight Haynes Whaley, LLC
Entrix Inc. dba Cardno Entrix
Environmental Resolutions, Inc.
ES NY Engineering, P.A. PC.
J.F. New & Associates, Inc.
JFNew
TBE Group, Inc. (Adden)
TBE Group, Inc. dba: Cardno TBE
TBE Group, Inc., Cardno TBE
TBE Professional Services, PLLC
WRG North Carolina PLLC


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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and



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**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**City Commission Regular Meeting - 5:05 pm** **Agenda Item # 11.g.**
**Meeting Date:** 10/02/2023
**Re:** Assignment of Agreement from Cardno Inc to Stantec Consulting Services, Inc

---

**SUBJECT:**
Approval of Assignment of Agreement from Cardno Inc to Stantec Consulting Services Inc.

**SUMMARY:**
In response to RFQ No. 2019-027 and on August 4, 2020 the City entered into an agreement for Professional Engineering Services with Cardno, Inc. The term of this contract shall be for a period of five (5) years beginning on August 4, 2020.

Since the execution of that agreement, Cardno Inc was purchased by Stantec Consulting Services Inc.

This request is to assign the existing agreement with Cardno to Stantec.

**RECOMMENDATION:**
Staff recommends assigning the agreement to Stantec Consulting Services, Inc.

**ALTERNATIVES:**
Do not assign the contract.

**RESPONSIBLE STAFF:**
Selena Griffett
John Andrews

**COORDINATED WITH:**
Gelencia Carter

---

## Fiscal Impact

**Budgeted Y/N:** N
**Fiscal Year:** 2023
**Account:** N/A
**Amount:** N/A
**FISCAL IMPACT:**
There is no anticipated fiscal impact

---

## Attachments

Original Contract RFQ 2019-027
Short Form Assignment Letter
RLS Approval

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 09/21/2023 01:22 PM |

| | | |
|---|---|---|
| City Manager | Nick Mimms | 09/22/2023 03:26 PM |
| Form Started By: Selena Griffett | | Started On: 09/20/2023 04:31 PM |
| Final Approval Date: 09/22/2023 | | |

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: SPECIFIC AUTHORIZATION NO. 2 - STANTEC CONSULTING INC (FKA CARDNO INC) REF RFQ NO 2019-027

CAO RLS FILE: RLS 23-208

DATE: SEPTEMBER 5, 2023

---

I have reviewed the above Request for Legal Services related to the drafted Specific Authorization No. 2 with Stantec Consulting (formerly Cardno, Inc). In reviewing the material submitted with the RLS, I do not see documentation related to Stantec Consulting, Inc purchasing Cardno, Inc and/or the City assigning the Cardno Agreement to Stantec Consulting, Inc.

The Specific Authorization No. 2 itself is approved as to form and correctness, subject to documentation showing the Agreement with Cardno, Inc has been properly assigned to Stantec Consulting, Inc. If there are any questions as to what documentation is required or any other questions, please let me know. I am happy to assist.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm** **11. e.**

**Meeting Date:** 10/16/2023

**Re:** FLC 2023 Annual Conference

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of $974.14.

**SUMMARY:**

FLC is a great resource for elected officials.

**RECOMMENDATION:**

Approve

**ALTERNATIVES:**

Deny

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Curtis Johnson Jr., City Commissioner

**Fiscal Impact**

**Budgeted Y/N:** Y

**Fiscal Year:** 2024

**Account:** 001-1000-512-4020

**Amount:** 974.14

**OTHER INFORMATION:**

Budgeted funds are available.

**Attachments**

FLC Travel Documents

**Form Review**

Form Started By: Latoya Ransom Started On: 10/03/2023 12:35 PM

Final Approval Date: 10/03/2023

# TRAVEL STATEMENT

**REGISTRATION INFORMATION**

Florida League of Cities
2023 FLC Annual Conference

**HOTEL INFORMATION**

Hilton Orlando
6001 Destination Parkway
Orlando Florida 32819 407-313-4300

DATE: 10/3/23

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: 8/10/23
3. RETURN DATE: 8/13/23
4. DESTINATION: Orlando Florida
5. CODE CHARGE: 001-1000-512-40-20
6. AMT BUDGETED: $ 15,000.00
7. BALANCE AVAILABLE: $ 9,614.43

DEPARTMENT: City Commission
DEPARTURE TIME: 8 am
RETURN TIME: 1 pm
PURPOSE: FLC Annual Conference

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 # | | | 389.00 | | | |
| BAGGAGE ALLOWANCE ($5 PER PERSON) | | | 5.00 | | | |
| * COMMUNICATION: | | | | | | |
| | | | | | | |
| * FARES: AIR FARE | | | | | | |
| * TAXI, BUS | | | | | | |
| * CAR RENTAL | | | | | | |
| * MILEAGE | 0.655 | 224.40 | | | 146.98 | |
| * GASOLINE EXPENSE | | | | | | |
| * TOLL ROAD FEES OR PARKING FEES | | | | | 45.32 | |
| * MISC. EXPENSES | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **MEALS** | | | | | | |
| 2 BREAKFAST @ $8.00 | | | | | 16.00 | |
| 2 LUNCH @ $8.00 | | | | | 16.00 | |
| 2 DINNER @ $20.00 | | | | | 40.00 | |
| ____ SPECIAL LUNCHEON/BANQUET | | | | | 0.00 | |
| 7% STATE TAX | | | | | 5.04 | |
| 15% GRATUITIES | | | | | 10.80 | |
| **TOTALS** | | | 694.00 | 0.00 | 280.14 | |

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.

ADVANCE CASH RECEIVED: Registration has been paid. Room must be prepaid
REFUND DUE CITY:
REFUND DUE EMPLOYEE:

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

CITY MANAGER
(220 WITH CITY MANAGER'S SIGNATURE ACCEPTED)

* RECEIPT REQUIRED
REV 3/7 JDR

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Try API for free

# YOUR SAVED RESULTS

Share toll calculations using Twitter, Facebook, Google plus, Whatsapp, or Reddit buttons. Email using the email icon or print your results.

**Date and time**
Tue, Oct 3, 2023 9:58 AM

**From**
Fort Pierce,FL, USA

**To**
Orlando,FL, USA

**Vehicle type**
Car, SUV or Pickup Truck



**Gas price**
$3.89

**Fuel efficiency (MPG)**

| City | Highway |
|---|---|
| 23.4 | 30 |

Show Other Routes

Florida's Tpke

Fastest +$2.93
Gas $14.93, 1 h 48 min, 113 mi

Show Directions
Print State Mileage
Print HoS

| Route Costs | Tag Transponder | Cash | License Plate Video |
|---|---|---|---|
| Toll | $7.66 | ⊘ | $9.61 |

**100 N US-1**
to **6001 Destination Pkwy**

## 1 hr 39 min
112.2 miles

IRS reimbursement: **$73.51**



Head toward Avenue A on N US Highway 1 (US-1 N). Go for 262 ft.

Then 0.05 miles



Make a U-Turn at Avenue A onto N US Highway 1 (US-1 S). Go for 466 ft.

Then 0.09 miles



Turn right onto Orange Ave (SR-68 W) toward I-95. Go for 3.9 mi.

Then 3.9 miles




Take ramp onto I-95 N (SR-9). Go for 15.6 mi.

Then 15.6 miles




Take exit 147 toward SR-60 W. Go for 0.3 mi.

Then 0.3 miles



Turn left onto 20th St (SR-60 W). Go for 24.6 mi.

Then 24.6 miles




Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North. Go for 62.0 mi.

Then 62.0 miles



FLC
FLORIDA LEAGUE OF CITIES



# FLC 2023 Legislative Conference

## Register today for the **2023 Florida League of Cities Legislative Conference**.

The event will be held **November 29-December 1, 2023** at the **Hilton Orlando**.

Florida League of Cities President Greg Ross, mayor of the City of Cooper City, will preside over the conference where he will rally the membership in support of the League's 2024 Legislative Action Agenda.

You are essential to the League's legislative success. Join Florida's city leaders to discuss and learn about important issues, finalize and adopt our legislative priorities, and share ideas and strategies on collaborating with state legislators.

The registration fee for this event is **$300** and covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

We look forward to seeing you there!

**Schedule of Events***

**Wednesday – November 29, 2023**

12:30 p.m. - 5:30 p.m.
**Registration Desk Open**

2:00 p.m. - 5:00 p.m.
**Florida League of Mayors Workshop**

*Open to mayors and vice mayors/deputy mayors only. Registration information is available here.*

5:00 p.m. - 6:00 p.m.

**Florida League of Mayors Reception**

*Open to mayors and vice mayors/deputy mayors only. Registration information is available here.*

**Thursday – November 30, 2023**

7:30 a.m.

**Coffee Service**

7:30 a.m. - 5:00 p.m.

**Registration Desk Open**

8:00 a.m. - 8:45 a.m.

**Speed Networking**

This fast-paced, fun event will be a terrific start to your day. Get ready to meet, greet and swap ideas and information with other city officials and League staff!

8:15 a.m. - 8:45 a.m.

**Advocacy Committee Organizational Meeting**

9:00 a.m. - 9:45 a.m.

**Workshop**

10:00 a.m. - 12:00 p.m.

**Legislative Policy Committee Meetings**

Finance, Taxation and Personnel

Land Use and Economic Development

Municipal Administration

Transportation and Intergovernmental Relations

Utilities, Natural Resources and Public Works

12:15 p.m. - 1:45 p.m.

**Keynote Luncheon**

2:00 p.m. - 3:15 p.m.

**Workshop**

3:30 p.m. - 4:30 p.m.

**Workshop**

4:45 p.m. - 6:00 p.m.

**Florida League of Cities Board of Directors Meeting**

6:00 p.m. - 7:00 p.m.

**Networking Event**

**Friday – December 1, 2023**

8:00 a.m. - 9:30 a.m.

**Membership Networking and Continental Breakfast**

8:00 a.m. - 12:00 p.m.

**Registration Desk Open**

8:30 a.m. - 9:15 a.m.

**Federal Action Strike Team Organizational Meeting**

9:30 a.m. - 10:45 a.m.

**Workshop**

11:00 a.m. - 12:00 p.m.

**Legislative Committee Meeting and Business Session**

** Schedule subject to change. Check flcities.com for further updates.*

**Hotel Information**

The 2023 Legislative Conference will be held at the **Hilton Orlando**, located at 6001 Destination Parkway, just off of International Drive. The group rate is **$175/night**, inclusive of a reduced $10/night resort fee. Self-parking is available at a discount of $17.50/night. Complete reservation instructions will be sent with your registration confirmation. If the hotel is sold out at the time of your registration, please contact Melanie Howe for a list of alternative suggestions.

**Cancellation Policy**

Cancellations must be emailed to Melanie Howe by **5:00 p.m., Friday, November 17** to

receive a refund of registration fees, minus a $25 administrative fee. Refunds will not be issued until after the conference and no refunds will be issued for early departure.

**Price** 300.00

**When** 11/29/2023 12:30 PM - 12/1/2023 12:00 PM
Eastern Standard Time

**Where** Hilton Orlando
6001 Destination Pkwy.
Orlando, FL 32819

Register Myself

Register Someone Else

**Registration ends 12/1/2023 12:00 PM**
**Eastern Standard Time**

**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.

## 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 address of the attendee(s) using the badge information link located directly below the registration button.

If you are not the attendee, you will have the option to send yourself copies of the email confirmation(s) after submitting the registration(s), at the end of this sign-up process.

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**City Commission Regular Meeting - 5:05 pm** **11. f.**

**Meeting Date:** 10/16/2023

**Re:** FLC 2023 Annual Conference

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Approval of Travel for Mayor Linda Hudson to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of $949.74.

**SUMMARY:**

FLC is a great resource for elected officials.

**RECOMMENDATION:**

Approve

**ALTERNATIVES:**

Deny

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Linda Hudson, Mayor

**Fiscal Impact**

**Budgeted Y/N:** Y

**Fiscal Year:** 2024

**Account:** 001-1000-512-4020

**Amount:** 949.74

**OTHER INFORMATION:**

Budgeted funds are available.

**Attachments**

FLC Travel Documents

**Form Review**

Form Started By: Latoya Ransom Started On: 10/03/2023 12:41 PM

Final Approval Date: 10/03/2023

# TRAVEL STATEMENT

**REGISTRATION INFORMATION**

Florida League of Cities
2023 FLC Annual Conference

**HOTEL INFORMATION**

Hilton Orlando
6001 Destination Parkway
Orlando Florida 32819 407-313-4300

DATE: 10/3/23

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 8/10/23
3. RETURN DATE: 8/13/23
4. DESTINATION: Orlando Florida
5. CODE CHARGE: 001-1000-512-40-20
6. AMT BUDGETED: $ 15,000.00
7. BALANCE AVAILABLE: $ 9,614.43

DEPARTMENT: City Commission
DEPARTURE TIME: 8 am
RETURN TIME: 1 pm
PURPOSE: FLC Annual Conference

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 # | | | 389.00 | | | |
| BAGGAGE ALLOWANCE ($5 PER PERSON) | | | 5.00 | | | |
| * COMMUNICATION: | | | | | | |
| * FARES: AIR FARE | | | | | | |
| * TAXI, BUS | | | | | | |
| * CAR RENTAL | | | | | | |
| * MILEAGE | 0.655 | 224.40 | | | 146.98 | |
| * GASOLINE EXPENSE | | | | | | |
| * TOLL ROAD FEES OR PARKING FEES | | | | | 45.32 | |
| * MISC. EXPENSES | | | | | | |
| **MEALS** | | | | | | |
| 2 BREAKFAST @ $8.00 | | | | | 16.00 | |
| 2 LUNCH @ $8.00 | | | | | 16.00 | |
| 1 DINNER @ $20.00 | | | | | 20.00 | |
| ____ SPECIAL LUNCHEON/BANQUET | | | | | 0.00 | |
| 7% STATE TAX | | | | | 3.64 | |
| 15% GRATUITIES | | | | | 7.80 | |
| **TOTALS** | | | 694.00 | 0.00 | 255.74 | |

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ADVANCE CASH RECEIVED: Registration and room must be paid in advance
REFUND DUE CITY:
REFUND DUE EMPLOYEE:

TRAVEL APPROVED BY: Linda W Cox
DEPARTMENT SUPERVISOR

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

CITY MANAGER
(220 WITH CITY MANAGER'S SIGNATURE ACCEPTED)

* RECEIPT REQUIRED
REV 3/7 JDR

FLC
FLORIDA LEAGUE OF CITIES

Sign out Latoya Ransom Cart

# FLC 2023 Legislative Conference

## Register today for the **2023 Florida League of Cities Legislative Conference**.

The event will be held **November 29-December 1, 2023** at the **Hilton Orlando**.

Florida League of Cities President Greg Ross, mayor of the City of Cooper City, will preside over the conference where he will rally the membership in support of the League's 2024 Legislative Action Agenda.

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9:00 a.m. - 9:45 a.m.

**Workshop**

10:00 a.m. - 12:00 p.m.

**Legislative Policy Committee Meetings**

Finance, Taxation and Personnel

Land Use and Economic Development

Municipal Administration

Transportation and Intergovernmental Relations

Utilities, Natural Resources and Public Works

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**Workshop**

3:30 p.m. - 4:30 p.m.

**Workshop**

4:45 p.m. - 6:00 p.m.

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6:00 p.m. - 7:00 p.m.

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**Workshop**

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** Schedule subject to change. Check flcities.com for further updates.*

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Cancellations must be emailed to Melanie Howe by **5:00 p.m., Friday, November 17** to

receive a refund of registration fees, minus a $25 administrative fee. Refunds will not be issued until after the conference and no refunds will be issued for early departure.

**Price** 300.00

**When** 11/29/2023 12:30 PM - 12/1/2023 12:00 PM
Eastern Standard Time

**Where** Hilton Orlando
6001 Destination Pkwy.
Orlando, FL 32819

Register Myself

Register Someone Else

Registration ends 12/1/2023 12:00 PM
Eastern Standard Time

**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.

## 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 address of the attendee(s) using the badge information link located directly below the registration button.

If you are not the attendee, you will have the option to send yourself copies of the email confirmation(s) after submitting the registration(s), at the end of this sign-up process.

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Try API for free

# YOUR SAVED RESULTS

Share toll calculations using Twitter, Facebook, Google plus, Whatsapp, or Reddit buttons. Email using the email icon or print your results.

**Date and time**
Tue, Oct 3, 2023 9:58 AM

**From**
Fort Pierce,FL, USA

**To**
Orlando,FL, USA

**Vehicle type**
Car, SUV or Pickup Truck



**Gas price**
$3.89

**Fuel efficiency (MPG)**

| City | Highway |
|---|---|
| 23.4 | 30 |

Show Other Routes

Florida's Tpke

Fastest +$2.93
Gas $14.93, 1 h 48 min, 113 mi

Show Directions
Print State Mileage
Print HoS

| Route Costs | Tag Transponder | Cash | License Plate Video |
|---|---|---|---|
| Toll | $7.66 x2 | ⊘ | $9.61 |

**100 N US-1**
to **6001 Destination Pkwy**

## 1 hr 39 min
112.2 miles

IRS reimbursement: **$73.51**

Head toward Avenue A on N US Highway 1 (US-1 N). Go for 262 ft.

Then 0.05 miles

Make a U-Turn at Avenue A onto N US Highway 1 (US-1 S). Go for 466 ft.

Then 0.09 miles

Turn right onto Orange Ave (SR-68 W) toward I-95. Go for 3.9 mi.

Then 3.9 miles

RAMP

Take ramp onto I-95 N (SR-9). Go for 15.6 mi.

Then 15.6 miles

EXIT

Take exit 147 toward SR-60 W. Go for 0.3 mi.

Then 0.3 miles

Turn left onto 20th St (SR-60 W). Go for 24.6 mi.

Then 24.6 miles

RAMP

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North. Go for 62.0 mi.

Then 62.0 miles

EXIT

**City Commission Regular Meeting - 5:05 pm** **11. g.**

**Meeting Date:** 10/16/2023

**Re:** FLC for Arnold Gaines

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Approval of Travel for Commissioner Arnold Gaines to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of $974.14.

**SUMMARY:**

Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023 in the amount of $947.14.

**RECOMMENDATION:**

Approve

**ALTERNATIVES:**

Deny

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Arnold Gaines, Commissioner

**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | Y |
| **Fiscal Year:** | 2024 |
| **Account:** | 001-1000-512-4020 |
| **Amount:** | 974.14 |

**OTHER INFORMATION:**

Budgeted funds are available.

**Attachments**

FLC Travel Documents

**Form Review**

Form Started By: Latoya Ransom Started On: 10/03/2023 12:47 PM

Final Approval Date: 10/03/2023

# TRAVEL STATEMENT

**REGISTRATION INFORMATION**

Florida League of Cities
2023 FLC Annual Conference

**HOTEL INFORMATION**

Hilton Orlando
6001 Destination Parkway
Orlando Florida 32819 407-313-4300

DATE: 10/3/23

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: 8/10/23
3. RETURN DATE: 8/13/23
4. DESTINATION: Orlando Florida
5. CODE CHARGE: 001-1000-512-40-20
6. AMT BUDGETED: $ 15,000.00
7. BALANCE AVAILABLE: $ 9,614.43

DEPARTMENT: City Commission
DEPARTURE TIME: 8 am
RETURN TIME: 1 pm
PURPOSE: FLC Annual Conference

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 # | 389.00 | | | |
| BAGGAGE ALLOWANCE ($5 PER PERSON) | 5.00 | | | |
| * COMMUNICATION: | | | | |
| | | | | |
| * FARES: AIR FARE | | | | |
| * TAXI, BUS | | | | |
| * CAR RENTAL | | | | |
| * MILEAGE 0.655 224.40 | | | 146.98 | |
| * GASOLINE EXPENSE | | | | |
| * TOLL ROAD FEES OR PARKING FEES | | | 45.32 | |
| * MISC. EXPENSES | | | | |
| | | | | |
| | | | | |
| | | | | |
| **MEALS** | | | | |
| 2 BREAKFAST @ $8.00 | | | 16.00 | |
| 2 LUNCH @ $8.00 | | | 16.00 | |
| 2 DINNER @ $20.00 | | | 40.00 | |
| ___ SPECIAL LUNCHEON/BANQUET | | | 0.00 | |
| 7% STATE TAX | | | 5.04 | |
| 15% GRATUITIES | | | 10.80 | |
| **TOTALS** | 694.00 | 0.00 | 280.14 | |

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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.

ADVANCE CASH RECEIVED: Registration and room must be paid in advance
REFUND DUE CITY:
REFUND DUE EMPLOYEE:

TRAVEL APPROVED BY: Linda W. Coy
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER'S SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 3/7 JDR

Toll Calculator ▾ TollWiki Community ▾ Pricing ▾ Developers ▾

Try API for free

# YOUR SAVED RESULTS

Share toll calculations using Twitter, Facebook, Google plus, Whatsapp, or Reddit buttons. Email using the email icon or print your results.

**Date and time**
Tue, Oct 3, 2023 9:58 AM

**From**
Fort Pierce,FL, USA

**To**
Orlando,FL, USA

**Vehicle type**
Car, SUV or Pickup Truck



**Gas price**
$3.89

**Fuel efficiency (MPG)**

| City | Highway |
|---|---|
| 23.4 | 30 |

Show Other Routes

Florida's Tpke

Fastest +$2.93
Gas $14.93, 1 h 48 min, 113 mi

Show Directions
Print State Mileage
Print HoS

| Route Costs | Tag Transponder | Cash | License Plate Video |
|---|---|---|---|
| Toll | $7.66 x2 | ⊘ | $9.61 |

**100 N US-1**
to **6001 Destination Pkwy**

## 1 hr 39 min
112.2 miles

IRS reimbursement: **$73.51**

↑ Head toward Avenue A on N US Highway 1 (US-1 N). Go for 262 ft.

Then 0.05 miles

↶ Make a U-Turn at Avenue A onto N US Highway 1 (US-1 S). Go for 466 ft.

Then 0.09 miles

↱ Turn right onto Orange Ave (SR-68 W) toward I-95. Go for 3.9 mi.

Then 3.9 miles

RAMP ↗ Take ramp onto I-95 N (SR-9). Go for 15.6 mi.

Then 15.6 miles

EXIT ↗ Take exit 147 toward SR-60 W. Go for 0.3 mi.

Then 0.3 miles

↰ Turn left onto 20th St (SR-60 W). Go for 24.6 mi.

Then 24.6 miles

RAMP ↗ Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North. Go for 62.0 mi.

Then 62.0 miles

EXIT ↗

FLC
FLORIDA LEAGUE OF CITIES

Sign out Latoya Ransom Cart

# FLC 2023 Legislative Conference

## Register today for the **2023 Florida League of Cities Legislative Conference**.

The event will be held **November 29-December 1, 2023** at the **Hilton Orlando**.

Florida League of Cities President Greg Ross, mayor of the City of Cooper City, will preside over the conference where he will rally the membership in support of the League's 2024 Legislative Action Agenda.

You are essential to the League's legislative success. Join Florida's city leaders to discuss and learn about important issues, finalize and adopt our legislative priorities, and share ideas and strategies on collaborating with state legislators.

The registration fee for this event is **$300** and covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

We look forward to seeing you there!

**Schedule of Events***

**Wednesday – November 29, 2023**

12:30 p.m. - 5:30 p.m.
**Registration Desk Open**

2:00 p.m. - 5:00 p.m.
**Florida League of Mayors Workshop**

*Open to mayors and vice mayors/deputy mayors only. Registration information is available here.*

5:00 p.m. - 6:00 p.m.

**Florida League of Mayors Reception**

*Open to mayors and vice mayors/deputy mayors only. Registration information is available here.*

**Thursday – November 30, 2023**

7:30 a.m.

**Coffee Service**

7:30 a.m. - 5:00 p.m.

**Registration Desk Open**

8:00 a.m. - 8:45 a.m.

**Speed Networking**

This fast-paced, fun event will be a terrific start to your day. Get ready to meet, greet and swap ideas and information with other city officials and League staff!

8:15 a.m. - 8:45 a.m.

**Advocacy Committee Organizational Meeting**

9:00 a.m. - 9:45 a.m.

**Workshop**

10:00 a.m. - 12:00 p.m.

**Legislative Policy Committee Meetings**

Finance, Taxation and Personnel

Land Use and Economic Development

Municipal Administration

Transportation and Intergovernmental Relations

Utilities, Natural Resources and Public Works

12:15 p.m. - 1:45 p.m.

**Keynote Luncheon**

2:00 p.m. - 3:15 p.m.

**Workshop**

3:30 p.m. - 4:30 p.m.

**Workshop**

4:45 p.m. - 6:00 p.m.

**Florida League of Cities Board of Directors Meeting**

6:00 p.m. - 7:00 p.m.

**Networking Event**

**Friday – December 1, 2023**

8:00 a.m. - 9:30 a.m.

**Membership Networking and Continental Breakfast**

8:00 a.m. - 12:00 p.m.

**Registration Desk Open**

8:30 a.m. - 9:15 a.m.

**Federal Action Strike Team Organizational Meeting**

9:30 a.m. - 10:45 a.m.

**Workshop**

11:00 a.m. - 12:00 p.m.

**Legislative Committee Meeting and Business Session**

** Schedule subject to change. Check flcities.com for further updates.*

**Hotel Information**

The 2023 Legislative Conference will be held at the **Hilton Orlando**, located at 6001 Destination Parkway, just off of International Drive. The group rate is **$175/night**, inclusive of a reduced $10/night resort fee. Self-parking is available at a discount of $17.50/night. Complete reservation instructions will be sent with your registration confirmation. If the hotel is sold out at the time of your registration, please contact Melanie Howe for a list of alternative suggestions.

**Cancellation Policy**

Cancellations must be emailed to Melanie Howe by **5:00 p.m., Friday, November 17** to

receive a refund of registration fees, minus a $25 administrative fee. Refunds will not be issued until after the conference and no refunds will be issued for early departure.

**Price** 300.00

**When** 11/29/2023 12:30 PM - 12/1/2023 12:00 PM
Eastern Standard Time

**Where** Hilton Orlando
6001 Destination Pkwy.
Orlando, FL 32819

Register Myself

Register Someone Else

**Registration ends 12/1/2023 12:00 PM**
**Eastern Standard Time**

**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.

## 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 address of the attendee(s) using the badge information link located directly below the registration button.

If you are not the attendee, you will have the option to send yourself copies of the email confirmation(s) after submitting the registration(s), at the end of this sign-up process.

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**City Commission Regular Meeting - 5:05 pm** **11. h.**

**Meeting Date:** 10/16/2023

**Re:** Approval of PRP Construction CO No. 1 - Ohio Avenue Roadway Improvements Ref. Bid No. 2023-035

**Submitted For:** John Andrews, City Engineer, Engineering

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**SUBJECT:**

Approval of PRP Construction Group, LLC Change Order No. 1 in the amount of $110,250.00.

**SUMMARY:**

The Ohio Avenue Roadway Reconstruction project extends between U.S. Highway 1 and 11th Street a distance of one-half mile. The project includes new potable water, sanitary sewer upgrades, storm drainage facilities, sidewalks, and complete roadway reconstruction. The project was awarded to PRP Construction at the June 5, 2023, City Commission meeting. The original award did not include streetlight conduit and handhole installation as staff intended to contract with FPUA to complete this work. However, due to their contractor's workload they have requested that our contractor provide the required labor services for the proposed streetlighting installation along this corridor.

**RECOMMENDATION:**

Staff recommends approval.

**ALTERNATIVES:**

Request quotes from other vendors which will result in delaying the construction commencement of the roadway project.

**RESPONSIBLE STAFF:**

Engineering

**COORDINATED WITH:**

FPUA Electric

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**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | N/A |
| **Fiscal Year:** | FY 23/24 |
| **Account:** | 114-1111-563-100 |
| **Amount:** | $110,250.00 |

**FISCAL IMPACT:**

Funding of the $110,250.00 shall be encumbered from the Surtax proceeds, Account No. 114-1111-563-100.

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## Attachments

PRP Change Order No. 1
City Attorney Approval Memo

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Karen Logue | 10/10/2023 05:17 PM |
| City Manager | Nick Mimms | 10/10/2023 06:27 PM |
| Form Started By: Tracy Telle | | Started On: 10/03/2023 04:05 PM |
| Final Approval Date: 10/10/2023 | | |

# CHANGE ORDER NO. 1

# UNIT PRICE CONTRACT FOR OHIO AVENUE ROADWAY RECONSTRUCTION U.S. HIGHWAY 1 TO 11TH STREET

## Bid No. 2023-035

**DATE**: September 7, 2023

**CONTRACTOR**: PRP Construction Group, LLC

**OWNER**: City of Fort Pierce

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| | | |
|---|---|---|
| ORIGINAL CONTRACT AMOUNT | : | $ 2,486,699.50 |
| CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS | : | $ 2,486,699.50 |
| NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER | : | **$ 110,250.00** |
| PROPOSED ANNUAL CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER | : | **$ 2,596,949.50** |
| CURRENT CONTRACT EXPIRATION DATE | : | March 28, 2024 |
| PROPOSED CONTRACT EXPIRATION DATE | : | April 26, 2024 |

## CHANGES ORDERED:

## I. GENERAL:

This Change Order includes compensation for additional work to include labor costs associated with the installation of 4,150 LF of streetlighting conduit along with associated miscellaneous streetlighting materials. All materials are to be provided to the contractor by the City of Fort Pierce via direct purchase from Fort Pierce Utilities Authority. The additional pay items are listed below. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1 and Definitions of the GENERAL CONDITIONS, apply to, and govern all the Work under this Change Order.

## II. REQUIRED CHANGES/COST ADJUSTMENTS:

| *Description* | *Unit* | *Qty* | *Unit Price* | *Amount* |
|---|---|---|---|---|
| 1. 2" PVC Conduit (Labor) | LF | 4,150 | $20.50 | $85,075.00 |
| 2. Streetlight Pull Box (Labor) | EA | 53 | $475.00 | $25,175.00 |
| **NET INCREASE BY THIS CHANGE ORDER** | | | | **$110,250.00** |

## III. JUSTIFICATION:

The streetlighting installation was initially to be completed by FPUA, but due to their contractor's workload and possible project delays, staff opted to contract with the project contractor, PRP Construction.

## IV. PAYMENT:

**Funding of the $110,250,00 shall be encumbered from Surtax proceeds, Account No. 114-1111-563-210**

## V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

**RECOMMENDED BY:**

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 9/7/23

**APPROVED AS TO FORM AND CORRECTNESS:**

Sara Hedges
Interim City Attorney

By: _____
Signature

Date: _____

**APPROVED BY:**

Linda Hudson
Mayor

By: _____
Signature

Date: _____

**ACCEPTED BY:**

Peggy Sheltra, President
PRP Construction Group, LLC.

By: _____
Signature

Date: 9/19/2023

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TRACY TELLE, ASSISTANT CITY ENGINEER

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: PRP CONSTRUCTION CO NO. 1 APPROVAL - BID NO. 2023-035

CAO RLS FILE: 23-240

DATE: SEPTEMBER 13, 2023

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I have reviewed the above referenced Request for Legal Services related to a Change Order. The document is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm** **11. i.**

**Meeting Date:** 10/16/2023

**Re:** Replacement of Light Fixtures on S. Ocean Drive, Single Source Purchase

**Submitted For:** Mike Reals, Public Works Manager, Public Works

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**SUBJECT:**

Authorize purchase of services from L & S Enterprises, LLC, as a single source purchase, to replace light fixtures along S. Ocean Drive for an amount not to exceed $231,300.00.

**SUMMARY:**

The Public Works Department is requesting approval to purchase services from L&S Enterprises, LLC to complete phase III of a project to replace all of the missing or inoperable decorative light fixtures along South Ocean Drive. Phase III will address the inoperable fixtures along S. Ocean Drive and replace the remaining original fixtures.

L&S Enterprises, LLC, originally installed the existing fixtures, (EC0002615) proposes to replace the mounting arms and fixtures. The existing fixtures and arms are in various stages of disrepair. The original fixtures installed are no longer available from the manufacturer, L&S will have the replacements produced to match what is existing.

**Proposal Features**

10 year / 100,000 Manufacturer's Warranty
10Kv Surge Protector
Operating Life: 200,000 hours (L70)
Marine Grade Powder Coat finish
Stainless Steel hardware
34% reduction in energy consumption

L&S Enterprises, LLC, was the subcontractor for BGA, Energy Savings Performance contractor which performed street lighting retrofit and replaced streetlights damage during Hurricane Irma (Ref. PO#180763). The Procurement Division has reviewed and investigated this request and found that all information and justification to be correct. It is on this basis that competitive procurement be waived and that the above item be treated as a "Single Source" purchases.

**RECOMMENDATION:**

Approve request to replace streetlight fixtures.

**ALTERNATIVES:**

Staff will proceed as directed by the Commission

**RESPONSIBLE STAFF:**

Public Works Department

**COORDINATED WITH:**

Finance Department
Purchasing Division
Engineering Department

## Fiscal Impact

**Budgeted Y/N:** N
**Fiscal Year:** 2024
**Account:** 00160005136445
**Amount:** 231,300
**FISCAL IMPACT:**

Funds are available for this project.

## Attachments

S. Ocean Phase III

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Karen Logue | 10/10/2023 05:28 PM |
| City Manager | Nick Mimms | 10/10/2023 06:28 PM |
| Form Started By: Mike Reals | | Started On: 10/04/2023 01:15 PM |
| Final Approval Date: 10/10/2023 | | |

**L&S**
***Enterprises, LLC***
**FL - -EC 0002615**
**GA – EN 215710**
**AL - 03407**

**800 Gatepark Dr.**
**Daytona Beach, FL 32114**

**Office: 386-304-0722**
**Fax: 386-304-0723**

**WWW.L-SENTERPRISES.COM**

City of Ft. Pierce
Attn: Mike Reals
9/12/2023

RE: Street Light Replacement – Ocean Dr. (Phase III)

L&S Enterprises, LLC (EC0002615) proposes to replace the mounting arms and fixtures on the remaining poles along Ocean Dr. The existing fixtures and arms have been in service for approximately 8 years and are in various stages of disrepair (missing fixtures & inoperable fixtures).

**Ocean Dr. (Remaining fixtures)**

- (72) Single Head Poles
- (20) Double Head Poles

Remove and replace mounting arms and fixtures with new mounting arms and 100w LED - AMBER Crystal Lighting CLP-BELL fixtures. Existing pole to remain.

Price Per Pole $2,150.00

Remove and replace mounting arms and fixtures (Double Head) with new 180d mounting arm and 100w LED - AMBER Crystal Lighting CLP-BELL fixtures (Double Head). Existing pole to remain.

Price Per Pole $3,825.00

| | |
|---|---|
| **Total Turnkey Price** | **$231,300.00** |
| ***Install Turtle Sheild** | $75.00 / fixture |
| ***Replacement of 14.5’ pole, if requested** | $3,725.00 each |
| *Replacement of 18’ pole, if requested | $3,875.00 each |

**Proposal Features**

- 10 year / 100,000 Manufacturer's Warranty
- 10Kv Surge Protector
- Operating Life:  200,000 hours (L70)
- Marine Grade Powder Coat finish
- Stainless Steel hardware
- 34% reduction in energy consumption
- All fixtures Turtle Friendly AMBER LED

If you have any questions or need additional information please let me know.

Sincerely,

Doug Robinson
Vice President, Project Development

**City Commission Regular Meeting - 5:05 pm** **11. j.**

**Meeting Date:** 10/16/2023

**Re:** Small Business Grant Agreement for Destiny Therapeutic Services, LLC

**Submitted For:** Johnna Morris, Finance Director, Finance Department

**SUBJECT:**

Approval of award of $5,000 for the PY 22-23 Small Business Grant to Destiny Therapeutic Service, LLC.

**SUMMARY:**

Grants Administration Division reviewed and recommend one (1) application.
Attached, please find: grant award letter, contractual grant agreement and exhibit.
Destiny Therapeutic Service LLC $5,000.00

**RECOMMENDATION:**

Approve the Grants Administration Division's recommendation for the 2022-2023 Small Business Grand award and template contract to be used for each awardee. The template contract has been submitted to the Legal Department for Form and Correctness.

**ALTERNATIVES:**

Staff shall proceed as directed by Commissioners.

**RESPONSIBLE STAFF:**

Grants Administration Division

**COORDINATED WITH:**

Johnna Morris, Director of Finance

**Fiscal Impact**

**OTHER INFORMATION:**

N/A

**Attachments**

Small Business Grant Agreement
Grant Agreement Exhibit
Award Letter - Destiny Therapeutic
RLS Approval

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 09/14/2023 04:12 PM |

| | | |
|---|---|---|
| Finance Department | Johnna Morris | 09/21/2023 12:41 PM |
| Finance Department | Verna Jackson | 10/04/2023 01:51 PM |
| Finance Department | Johnna Morris | 10/05/2023 10:26 AM |
| City Manager | Nick Mimms | 10/10/2023 08:28 AM |

Form Started By: Verna Jackson Started On: 09/14/2023 02:59 PM

Final Approval Date: 10/10/2023

# SMALL BUSINESS GRANT AGREEMENT

**THIS AGREEMENT** is made and entered into this **3rd** day of **October 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and **Destiny Therapeutic Service LLC**, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

**W I T N E S S E T H**

**WHEREAS**, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

**WHEREAS**, the Fort Pierce City Commission, on July 19, 2021, presented the 2021-2025 Consolidated Plan; and

**WHEREAS**, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity (ies) carried out under this Agreement will meet **Economic Development – Small Business Grant.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient,** is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **January 31, 2024.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All funds from **Grantor** to **Subrecipient** being dispersed under the terms of this Agreement shall be used by **Subrecipient** solely for the purpose of those specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2022-2023 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and

expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations -which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

**Sponsored in part by the City of Fort Pierce**

H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities

Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the

**Grantor** in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the **Subrecipient** to the **Grantor** reports that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the **Grantor** or the **Subrecipient**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation

for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

**i.** **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

**ii.** **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

**iii.** **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

**iv.** **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient** agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

   A. **Civil Rights:**

      i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

      ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

      iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

      iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with

disabilities or handicaps in any Federally assisted program. The **Grantor** shall provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every

subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth

in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that

provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on

a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

| **Grantor**: | **Subrecipient**: |
|---|---|
| City of Fort Pierce | Name: Destiny Therapeutic Services, LLC |
| 100 N. US Highway 1 | Address: 4118 Okeechobee Road, Ste 59 |
| Fort Pierce, FL 34950 | City, State, Zip: Fort Pierce, FL 34947 |
| Attn: Teresa Miller | Attn: LaRonda Chatman |

Email: grantsadminstration@cityoffortpierce.com

Email: destinytherapeuticservices@gmail.com

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara Hedges, City Attorney
Email: shedges@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver**: The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

**IN WITNESS THEREOF**, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

ATTEST:

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: Destiny Therapeutic Services, LLC
By: _____
**(Name)**
Print: _LaRonda Chatman_____
Title: **Owner**
Today's Date: _____

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

**EXHIBIT "A"**

**Small Business Grant Exhibit**

**Grant Recipient:** Destiny Therapeutic Services LLC

**Approval:** Grant recipient was approved for funding on August 21, 2023 City Commissioner meeting.

**Grant Award(s):**
**Description:** Funding for Program Year 2022-2023

| | |
|---|---|
| Promotional/Advertising | $5,000 |
| | |
| | |
| | |
| | |
| **TOTAL:** | **$5,000** |

**TOTAL GRANT AMOUNT:** $5,000

**Thank you,**

**Verna Jackson**
**Reporting & Grants Specialist, Grants Administration Division**

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

August 30, 2023

Destiny Therapeutic Services, LLC
4118 Okeechobee Road, Ste 59
Fort Pierce, FL 34947
Attn: LaRonda Chatman

**RE: Small Business/Marketing Grant Award**

Dear Small Business Grant Applicant:

Congratulations! After careful review of your application, your business will be awarded the Small Business/Marketing Grant 2022. Thank you for your patience.

The recommendation to award your business the grant will be recommended at the regular City Commission Meeting scheduled for September 18, 2023. Attendance is not required for this meeting.

In the meantime, you can contact the IRSC-SBDC regarding courses to register. **It is required that you attend the Smart Start Orientation**. **Additionally, based on your application, it is highly recommended that you register for the Basics of Finance. The Grants Division will pay for the cost of the courses.** The cost will not be deducted from your grant amount. It is the expectation that you submit a certificate of completion of the Smart Start prior to receiving your grant award and obtain a City of Fort Pierce Tax Receipt.

After attending the Smart Start course, I would like to schedule a time to meet with you to discuss the parameters of the grant. Please feel free to reach out to me to schedule a time and place to meet.

Sincerely,

Johnna Morris
Finance Director
GrantsAdministration@cityoffortpierce.com
772-467-3161

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VERNA JACKSON, GRANTS AND REPORTING SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SMALL BUSINESS GRANT AGREEMENT FOR DESTINY THERAPEUTIC SERVICES, LLC

CAO RLS FILE: 23-256

DATE: SEPTEMBER 27, 2023

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I have reviewed the above Request for Legal Services (RLS) related to a Grant Agreement. Please note the following needs addressed within the Grant Agreement:

1. The second whereas clause is missing language and is not a complete sentence. In the Template approved in RLS 22-35, the language references the City Commission being presented the Consolidated Plan on July 19, 2021.
2. The "sponsored in part by" language in paragraph 4(G) on page 2 references the Grant Program in the Template approved in RLS 22-35. It has been changed to simply the City of Fort Pierce in this Grant Agreement. Please review the change to determine whether the reference to the Grant Program is more applicable.
3. In paragraph 12 on page 15, the Attention and Email for the City of Fort Pierce needs included and all blank contact information for the Subrecipient needs filled in.

I was unable to make suggested changes to the Grant Agreement since it was not provided in Word format. Please resubmit the Grant Agreement for final approval after addressing the above.

Please note, this Grant Agreement will need to be signed by the Subrecipient after final approval as to form and correctness. After final approval as to form and correctness and signature by the Subrecipient, the Grant Agreement would then be placed on a City Commission Agenda for their approval and signature by the Mayor.

I have also uploaded the Memorandum from RLS 22-35 for your review.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm** **11. k.**

**Meeting Date:** 10/16/2023

**Re:** Annual Maintenance of Floating Vegetated Mats at Indian Hills Recreation Area

**Submitted For:** John Andrews, City Engineer, Engineering

---

**SUBJECT:**

Approval of proposal from Beemats, New Smyrna Beach, FL, in the amount of $171,072.00 for the annual harvesting, maintenance, and re-nourishment of vegetated mats at the Indian Hills Recreation Area.

**SUMMARY:**

The Indian Hills Recreation Area stormwater treatment utilizes a vegetated floating wetland system to improve the water quality prior to discharging excess stormwater to the Indian River Lagoon. This system consists of mats made of a buoyant material fitted with perforated pots which are planted with specific aquatic plants to absorb and store excess nitrogen and phosphorus from the water column. A total of twelve (12) islands will be maintained every four (4) months, which consists of trimming the plants, collecting and composting the plant biomass, collecting samples for laboratory testing and reporting results of removed nutrients.

These floating mats have been in use for over seven (7) years and have exceeded their life expectancy. A replacement program has been implemented to replace all the islands within the next three (3) years. This proposal includes the complete replacement of four (4) of the mats and the refurbishment of each anchoring system.

**RECOMMENDATION:**

Engineering recommends approval of the proposal.

**ALTERNATIVES:**

Train in-house staff on harvesting and replanting of the wetland system.

**RESPONSIBLE STAFF:**

Engineering Department

**COORDINATED WITH:**

Beemats

---

**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | Y |
| **Fiscal Year:** | 23/24 |
| **Account:** | 4034300-534900 |
| **Amount:** | $171,072 |

**FISCAL IMPACT:**

The annual maintenance cost of $171,072 will be funded from SMU Revenue Account number 4034300-534900.

## Attachments

Beemats Estimate

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Karen Logue | 10/10/2023 05:29 PM |
| City Manager | Nick Mimms | 10/11/2023 07:14 AM |
| Form Started By: Selena Griffett | | Started On: 10/04/2023 02:26 PM |
| Final Approval Date: 10/11/2023 | | |

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168

# Proposal

| Estimate # | 11-848 |
|---|---|

| Date |
|---|
| 8/28/2023 |

City of Fort Pierce
PO Box 1480
Fort Pierce, Fl 34954-1480

| Project |
|---|
| Heathcote |

| Quantity | Description | Rate | Total |
|---|---|---|---|
| | 2023-2024 | | |
| 42,240 | Maintenance of Mats, per sq.ft. @ | 4.05 | 171,072.00 |
| | ** All islands will be harvested by trimming every 4 months, with lab samples and interim report. | | |
| | ** Annual report - October 2024 | | |
| | ** Each harvest will be billed @ $1.35 per sq. ft. = $57,024.00 | | |
| | ** 6 islands have been replaced with new islands this year and the remaining islands will be replaced at no additional charge as follows:<br>- 2 islands - October 2023<br>- 2 islands - February 2024<br>- 2 islands - June 2024 | | |

| | |
|---|---|
| **Subtotal** | $171,072.00 |
| **Sales Tax (6.5%)** | $0.00 |
| **Total** | $171,072.00 |



| Phone # | E-mail |
|---|---|
| 3864288578 | Beemats@gmail.com |

**City Commission Regular Meeting - 5:05 pm** **11. I.**

**Meeting Date:** 10/16/2023

**Re:** Purchase of Streetlight Materials for the Ohio Avenue Roadway Reconstruction Project

**Submitted For:** John Andrews, City Engineer, Engineering

---

**SUBJECT:**

Approve the purchase of streetlights and associated streetlighting materials from FPUA at a cost of $200,000.00 to be utilized within the limits of the Ohio Avenue Roadway Reconstruction project extending between U.S. Highway 1 and 11th Street.

**SUMMARY:**

The Ohio Avenue Roadway Reconstruction project includes the installation of fifty-three streetlights and associated pullboxes and conduit. The project contractor, PRP Construction, will provide the labor to install all conduit and pullboxes while FPUA will provide all materials and the subsequent streetlight installation for the project at a cost not to exceed $200,000.00.

**RECOMMENDATION:**

Staff recommends approval.

**ALTERNATIVES:**

Deny and purchase the materials from another supplier.

**RESPONSIBLE STAFF:**

Engineering

**COORDINATED WITH:**

FPUA Electric

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Fiscal Year:** FY 23/24

**Account:** 114-1111-563-100

**Amount:** $200,000.00

**FISCAL IMPACT:**

Funding of the $200,000.00 shall be encumbered from the Surtax proceeds, Account No. 114-1111-563-100.

---

**Attachments**

FPUA Materials Cost

## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Finance Department | Karen Logue | 10/10/2023 05:21 PM |
| City Manager | Nick Mimms | 10/10/2023 06:27 PM |
| Form Started By: Tracy Telle | | Started On: 10/03/2023 04:35 PM |
| Final Approval Date: 10/10/2023 | | |

**From:** Eric Meyer
**To:** Tracy Telle
**Subject:** RE: Ohio Avenue
**Date:** Friday, September 8, 2023 11:26:01 AM
**Attachments:** image001.png

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. .

Good Morning Tracy,

Sounds good! 4,150 is around the exact amount; 4,500 is to account for vertical distances (if needed) for the handholes. You are correct in that billing will reflect what was actually utilized.

Thanks!
Eric

**Eric Meyer, P.E.**
Supervising Engineer
**Fort Pierce Utilities Authority**
emeyer@fpua.com
772.466.1600 ext. 6305

**From:** Tracy Telle <ttelle@cityoffortpierce.com>
**Sent:** Friday, September 8, 2023 8:06 AM
**To:** Eric Meyer <emeyer@fpua.com>
**Subject:** RE: Ohio Avenue

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Eric,

I have to place this on the agenda for approval. The contractor came up with 4,150 LF of PVC pipe when he did his takeoff so if the final plans reflect conduit under the 4,500 LF I assume that the billing will reflect what was actually utilized, correct?

**Tracy S. Telle | Assistant City Engineer | City of Fort Pierce**
Engineering Department
Phone: 772.467.3776, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

**From:** Eric Meyer <emeyer@fpua.com>
**Sent:** Thursday, September 7, 2023 2:41 PM
**To:** Tracy Telle <ttelle@cityoffortpierce.com>
**Subject:** RE: Ohio Avenue

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. .

Good Afternoon Tracy,

I have finalized the Street Lighting for Ohio Ave based upon your corrections to our paper plan, and have the data you have been requesting. This is what we anticipate City of Fort Pierce installing, that FPUA will provide:

Estimated 2" Sch 40 PVC Conduit: 4500'
Estimated 24" – 2" Sched 40 Elbows: 150
Street Lighting Handholes: 49

FPUA will install the cable, lighting poles and fixtures, and terminations. The estimated cost for this street lighting project is roughly just under **$200,000** to be invoiced to the City of Fort Pierce; please advise if you accept the cost and we will proceed towards finalization come October 1st. I am finishing up the design work for the pole relocation which will be finalized and ready come October 1st.

Please let me know if you have any questions in the meantime.

Thanks,
Eric

FPUA COMMUNITY PROUD

**Eric Meyer, P.E.**
Supervising Engineer
**Fort Pierce Utilities Authority**
**emeyer@fpua.com**
772.466.1600 ext. 6305

**From:** Tracy Telle <ttelle@cityoffortpierce.com>

**Sent:** Wednesday, September 6, 2023 1:00 PM
**To:** Eric Meyer <emeyer@fpua.com>
**Subject:** RE: Ohio Avenue

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Perfect.

**Tracy S. Telle | Assistant City Engineer | City of Fort Pierce**
Engineering Department
Phone: 772.467.3776, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

**From:** Eric Meyer <emeyer@fpua.com>
**Sent:** Tuesday, September 5, 2023 3:48 PM
**To:** Tracy Telle <ttelle@cityoffortpierce.com>
**Subject:** RE: Ohio Avenue

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. .

Tracy,

I have the design completed; I am aiming to have the numbers to you this week.

Thanks,
Eric

FPUA
COMMUNITY PROUD

**Eric Meyer, P.E.**
Supervising Engineer
**Fort Pierce Utilities Authority**
**emeyer@fpua.com**
772.466.1600 ext. 6305

**From:** Tracy Telle <ttelle@cityoffortpierce.com>
**Sent:** Tuesday, August 29, 2023 11:42 AM
**To:** Eric Meyer <emeyer@fpua.com>
**Subject:** RE: Ohio Avenue

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you!

**Tracy S. Telle | Assistant City Engineer | City of Fort Pierce**
Engineering Department
Phone: 772.467.3776, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

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**From:** Eric Meyer <emeyer@fpua.com>
**Sent:** Tuesday, August 29, 2023 11:41 AM
**To:** Tracy Telle <ttelle@cityoffortpierce.com>
**Subject:** RE: Ohio Avenue

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. .

Tracy,

Almost, I'm finalizing it and should have them this week. Sorry for the delay, I've almost finalized the pole relocation portion and will be in touch with you on that shortly as well. Thank you again for your patience.

Thanks,
Eric

**Eric Meyer, P.E.**
Supervising Engineer
**Fort Pierce Utilities Authority**
**emeyer@fpua.com**
772.466.1600 ext. 6305

**From:** Tracy Telle <ttelle@cityoffortpierce.com>
**Sent:** Tuesday, August 29, 2023 11:40 AM
**To:** Eric Meyer <emeyer@fpua.com>
**Subject:** Ohio Avenue

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Eric,

I received the contractor's labor quote for the installation of the streetlighting conduit. I want to take this quote and FPUA's material quote at the same time to the commission for approval. Do you have your numbers yet?

**Tracy S. Telle | Assistant City Engineer | City of Fort Pierce**
Engineering Department
Phone: 772.467.3776, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey




Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

**City Commission Regular Meeting - 5:05 pm** **12. a.**

**Meeting Date:** 10/16/2023

**Re:** Impact Fee Moratorium

**Submitted For:** Shyanne Harnage, Economic Development Manager, City Manager

**SUBJECT:**

Legislative Hearing - Ordinance 23-054 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. FIRST READING.

**SUMMARY:**

Ordinance 23-054 will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of one year. The City Commission initially adopted Ordinance 20-007 on March 16, 2020, which provided for a moratorium on the collection of City Impact Fees within the FPRA boundaries for one year. Numerous subsequent ordinances extended the moratorium which is now set to expire on November 7, 2023. In established urban areas, there may be older buildings or underutilized sites that could benefit from redevelopment. By implementing an impact fee moratorium, it becomes more economically viable for businesses to invest in these areas and breathe new life into the community. This can result in revitalization, job creation, and increased economic activity. In an established urban core, the infrastructure is largely already in place. Therefore, new construction may not be placing as much strain on public services as they would in areas that require significant infrastructure investments.

**RECOMMENDATION:**

Approve Ordinance 23-054

**ALTERNATIVES:**

Amend or deny Ordinance 23-054

**RESPONSIBLE STAFF:**

Shyanne Harnage, Economic Development Manager

**COORDINATED WITH:**

City Manager
City Attorney
City Clerk

**Fiscal Impact**

**OTHER INFORMATION:**

City funds are not required for this ordinance.

**Attachments**

Business Impact Estimate Form
Ordinance 23-054
Overview of Moratorium

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 10/03/2023 04:45 PM |
| City Manager | Nick Mimms | 10/03/2023 04:46 PM |

Form Started By: Shyanne Harnage Started On: 08/09/2023 09:58 AM
Final Approval Date: 10/03/2023

**BUSINESS IMPACT ESTIMATE**

**SUBMITTED BY:** Shyanne Harnage

**SUBJECT:** Ordinance 23-054

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

   Ordinance 23-054 will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of one year. The City Commission initially adopted Ordinance 20-007 on 3/16/2020, which provided for a moratorium on the collection of City Impact Fees within the FPRA boundaries for one year. Numerous subsequent ordinances extended the moratorium which is now set to expire on 11/7/23. In established urban areas, there may be older buildings or underutilized sites that could benefit from redevelopment. By implementing an impact fee moratorium, it becomes more economically viable for businesses to invest in these areas and breathe new life into the community. This can result in revitalization, job creation, and increased economic activity. In an established urban core, the infrastructure is largely already in place. Therefore, new construction may not be placing as much strain on public services as they would in areas that require significant infrastructure investments.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

      None. By providing a moratorium on impact fees, the financial burden on developers is reduced, increasing the likelihood of project feasibility. This encourages developers to move forward with their plans, leading to the creation of new commercial and residential spaces within the community, this is especially important in unproven markets. This can stimulate economic growth and attract investments in the community, resulting in job creation, increased revenue for local businesses, and a more diverse and vibrant local economy.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

      None.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   Unable to estimate the number of businesses potentially impacted.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

**ORDINANCE NO. 23-054**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A **MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES** FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission desires to promote Fort Pierce to encourage the investment of private resources in the urban core of our city by suspending the collection of City Impact Fees in an effort to stimulate and encourage new development within the boundaries of the City's Designated Urban Infill and Redevelopment Area; and

**WHEREAS**, the moratorium of impact fees herein may place the City in a more competitive position, thus enhancing efforts by the City and the community to encourage economic development opportunities to create permanent employment expansion opportunities; and

**WHEREAS**, the City Commission finds the most effective economic stimulus that the City can provide is to offer incentives to new construction projects by removing the City-imposed development costs represented by city impact fees; and

**WHEREAS**, this is an integral part of the City's overall economic development strategy; and

**WHEREAS**, the City Commission will evaluate the impacts of suspending the City Impact Fee Program as herein provided for, and shall thereafter further consider changes in the Comprehensive Plan if and to the extent necessary so as to reflect the experience resulting from the temporary moratorium herein provided for; and

**WHEREAS**, such moratorium shall apply to all such new construction within the boundaries of the City's Designated Urban Infill and Redevelopment Area for which a building permit is issued subsequent to the adoption of this ordinance; and

**WHEREAS**, the moratorium will continue for one (1) year after its effective date, unless otherwise modified or repealed by the City Commission; and

**WHEREAS**, Section 166.021, Florida Statutes, provides the City with the power to enhance and expand economic activity in the City including the authority to expend and use public funds toward achievement of the City's economic development goals; and

**WHEREAS**, the City of Fort Pierce will continue to collect Impact Fees for St. Lucie County in accordance with established Interlocal Agreement(s).

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** The imposition of Impact Fees, as provided by Code Sections 113-15 through and including Section 113-19, and the collection of said fees as provided by Code Section 113-8, are hereby suspended within the boundaries of the City's Designated Urban Infill and Redevelopment Area for a period not to exceed one (1) year from the date of final passage hereof and shall be reinstated thereafter to full force and effect unless or until they should be modified or amended.

**SECTION 2.** All ordinances of parts of ordinances in conflict herewith are and the

same shall be repealed and shall be of no further force or effect whatsoever.

**SECTION 3.** This ordinance is and the same shall become effective immediately upon final passage hereof and shall remain in effect for a period of one (1) year, or for such shorter period as may hereafter be determined by the City Commission by subsequent ordinance, following such final passage and shall then cease to become effective unless otherwise extended by further ordinance.

**SECTION 4.** If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-0XX was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2023.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)



# Impact Fee Moratorium

City Commission – October 16, 2023

# Overview



Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure.



There has been limited new construction in the FPRA district over the past several years.



Assist businesses by reducing their startup costs and encourage new residents to build homes.

# Timeline

**March 16, 2020**

Ordinance 20-007 Adopted –

Impact Fee Moratorium for 12 months.

**March 16, 2021**

Initial 12-month Impact Fee Moratorium expired.

**April 5, 2021**

Ordinance 21-010 Adopted –

Impact Fee Moratorium extended for 6 months.

**October 5, 2021**

Impact Fee Moratorium expired.

**March 7, 2022**

Ordinance 22-009 Adopted –

Impact Fee Moratorium Extended for 6 months

**September 6, 2022**

Impact Fee Moratorium expired.

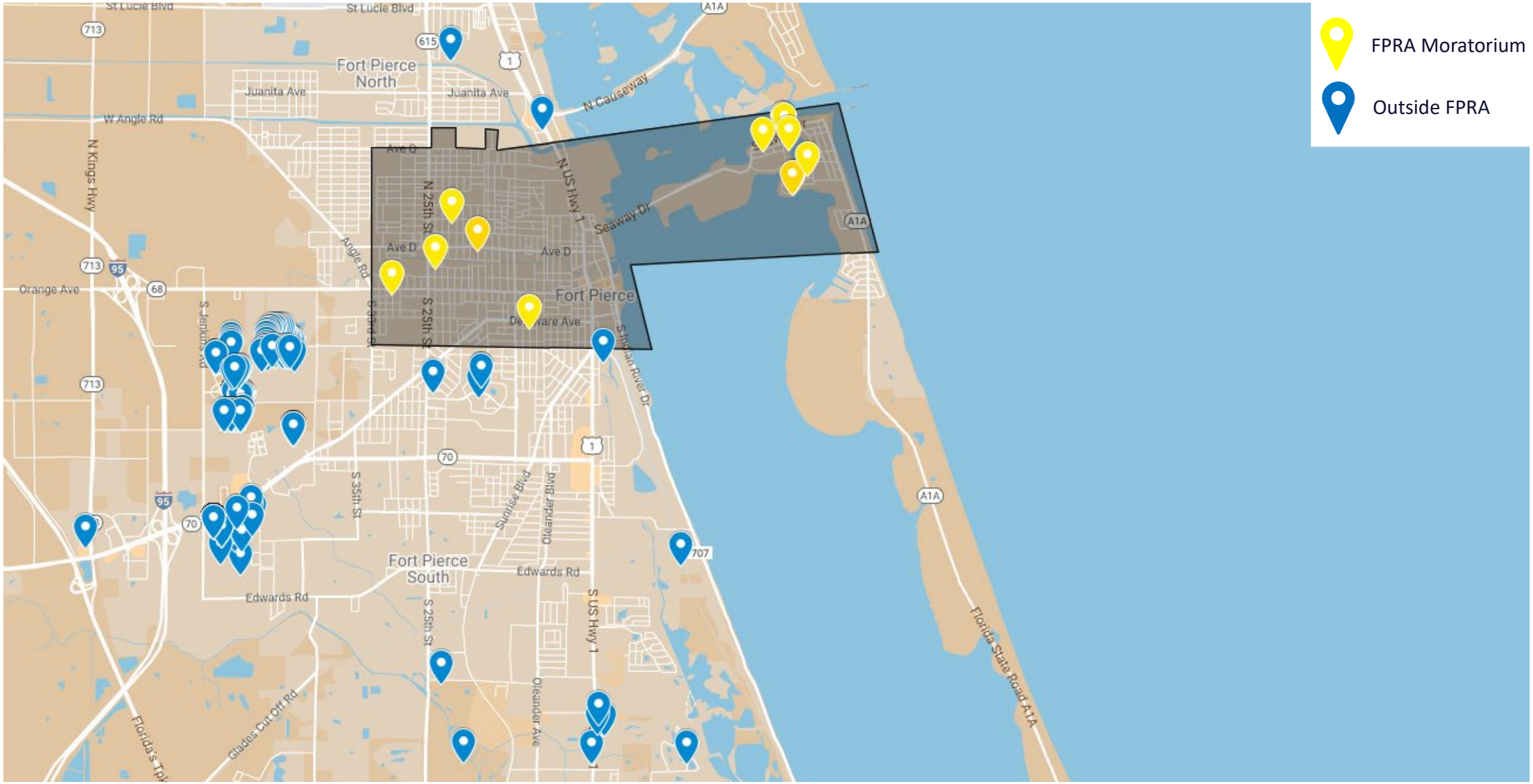
**November 7, 2022**

Ordinance 22-035 Adopted –

Impact Fee Moratorium Extended for 12 months

**November 7, 2023**

Impact Fee Moratorium expires.




# New Construction Building Permits March 2022 – September 2022

# Building Permit Comparison

### Within the FPRA

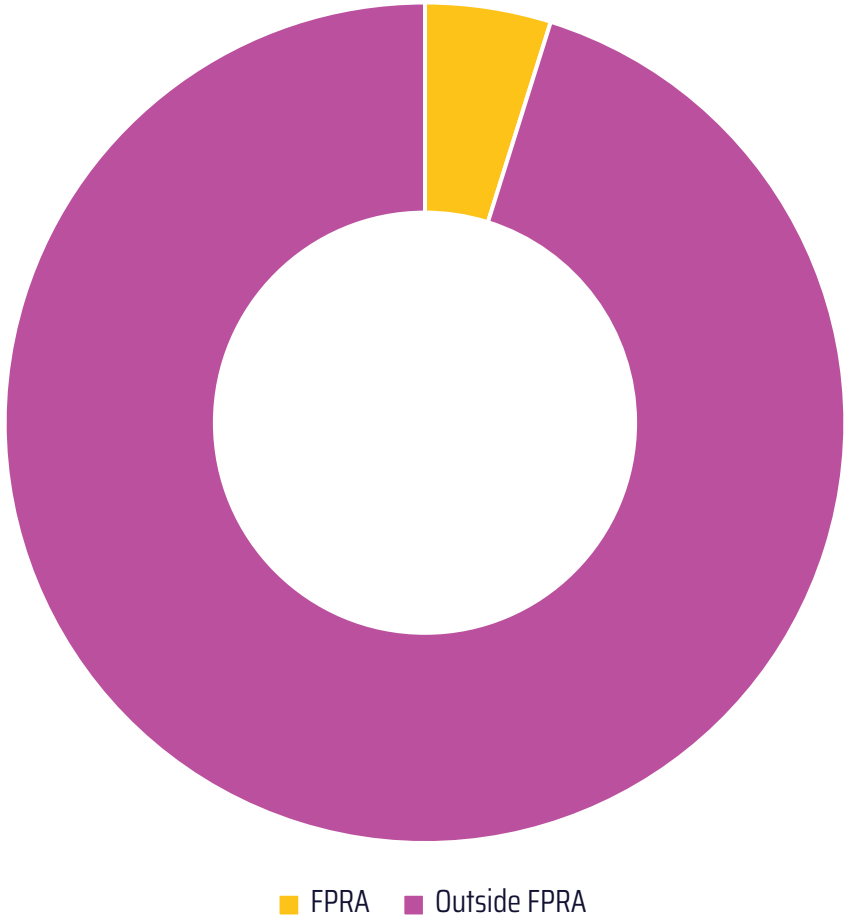
15 new construction building permits.

5% of all new construction building permits were within the FPRA.

### Outside the FPRA

295 new construction building permits.

95% of all new construction building permits were outside of the FPRA.




Based on building department data between November 7, 2022 and August 9, 2023

# Recommendation

Staff recommends approval of Ordinance 23-054 to extend the Impact Fee Moratorium for a period of twelve (12) months in an effort to reinforce our incentive toolkit and emphasize our strong desire for infill development.



**City Commission Regular Meeting - 5:05 pm** **12. b.**

**Meeting Date:** 10/16/2023

**Re:** Site Plan (Development and Design Review) - Treasure Coast General Contractors - 2006 Hartman Road

**Submitted For:** Kev Freeman, Planning Director, Planning & Zoning

---

**SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for a Site Plan, Development and Design Review, submitted by property owner and applicant Devin Wheaton, to build a 13,000 square-foot office/shop space for Treasure Coast General Contractor business located at 2006 Hartman Road, more specifically at Parcel ID: 2417-332-0005-000-1.

**SUMMARY:**

Request for review of an application for a Site Plan (Development and Design Review) of a 3,00 square-foot office and a 10,000 square-foot shop for the Treasure Coast General Contractor business. This is a locally owned and operated small-business here in the City of Fort Pierce. The proposed development is located on a parcel with a Future Land Use of County Commercial (CC) and a Zoning of General Commercial (C-3).

**RECOMMENDATION:**

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed Site Plan (Development and Design Reviews), with one condition:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certification of Occupancy is approved for the site.

**ALTERNATIVES:**

- Recommendation of approval with alternate conditions
- Recommendation of disapproval

**RESPONSIBLE STAFF:**

Ryan Altizer, Senior Planner

**COORDINATED WITH:**

- Technical Review Committee
- Planning Board

---

**Fiscal Impact**

**OTHER INFORMATION:**

N/A

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**Attachments**

Staff Presentation
Staff Report & Supporting Documents
Application Packet & Supporting Documents
Public Notice Certification
Site Plan Document for Electronic Signature

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 10/03/2023 04:50 PM |

Form Started By: Ryan Altizer
Started On: 10/03/2023 01:18 PM
Final Approval Date: 10/03/2023

# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

Treasure Coast General Contractor Site Plan
2006 Hartman Road

**APPLICANT**

Devin Wheaton

**PROPERTY OWNER(S)**

Devin Wheaton

**PARCEL ID #(S):**

2417-332-0005-000-1

## SUMMARY

Request for review of an application for a Site Plan (Development and Design Review) of a 3,000 square-foot office and 10,000 square-foot shop for the Treasure Coast General Contractor business. This is a locally owned and operated small-business here in the City of Fort Pierce.

The proposed development is located on a parcel with a Future Land Use of County Commercial (CC) and Zonings of General Commercial (C-3).

# SITE LOCATION

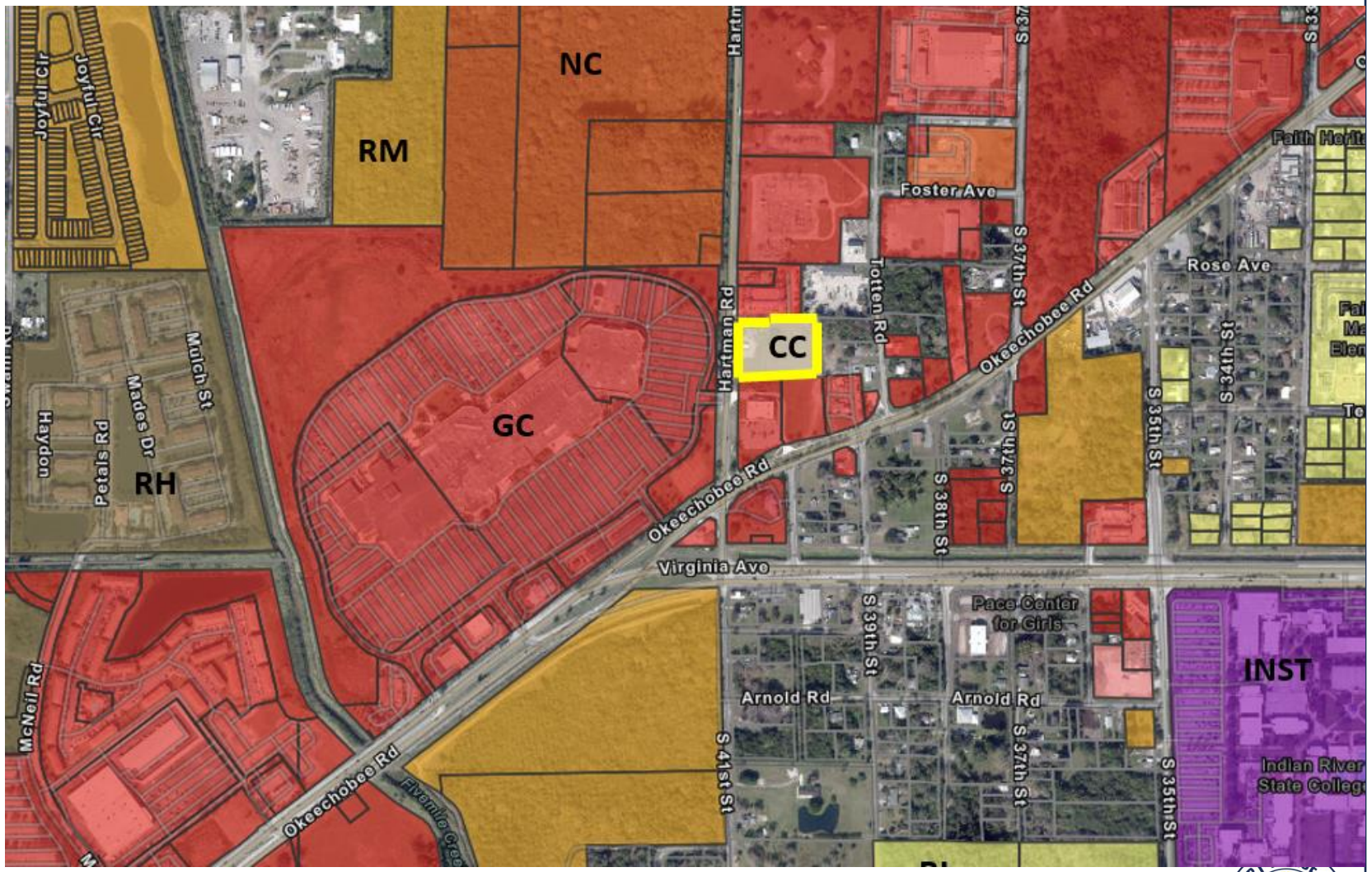



SITE AREA= 2.29 +/- Acres

Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# FUTURE LAND USE

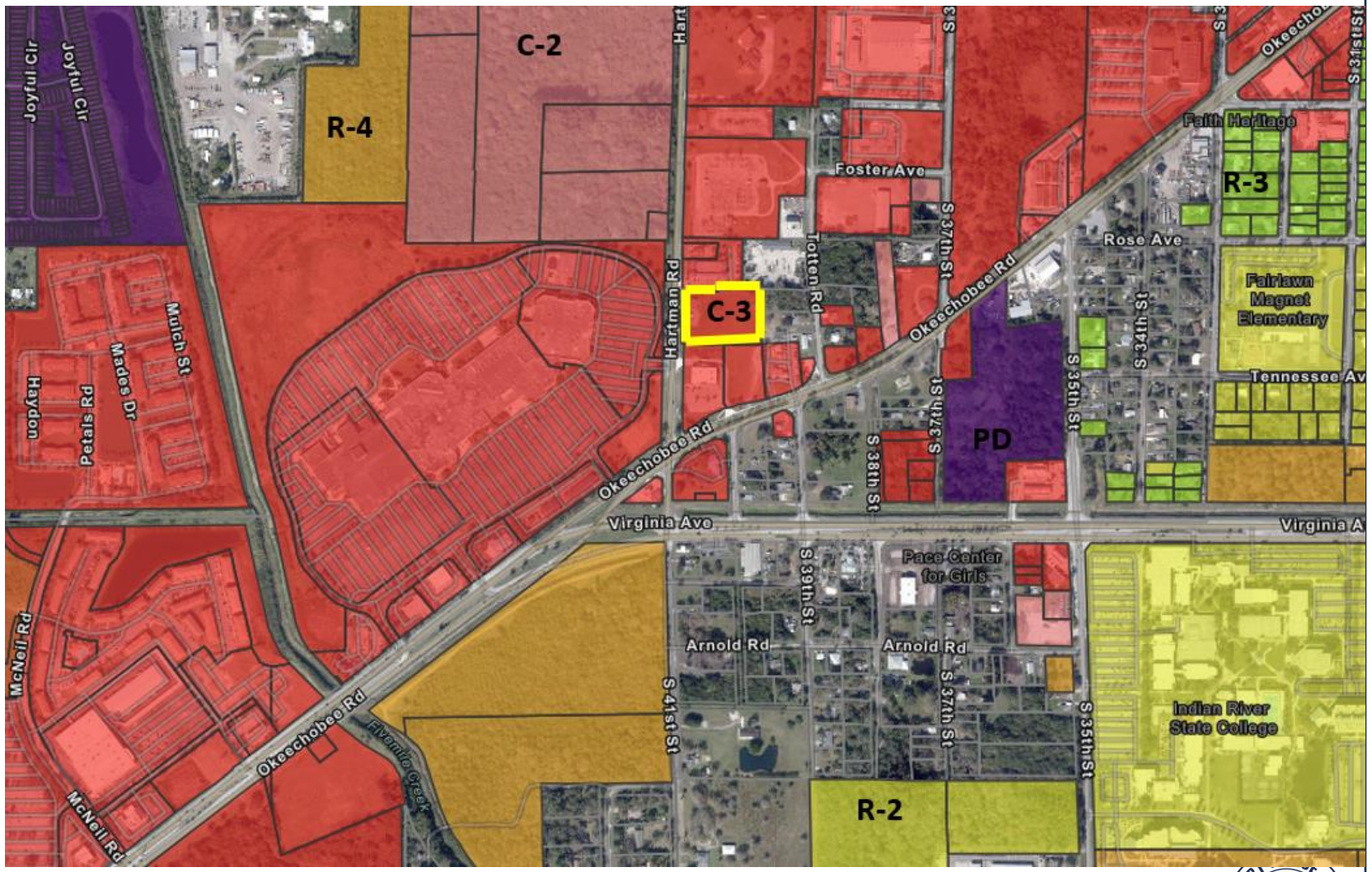
Current FLU: CC (County Commercial)




NAME OF PROJECT

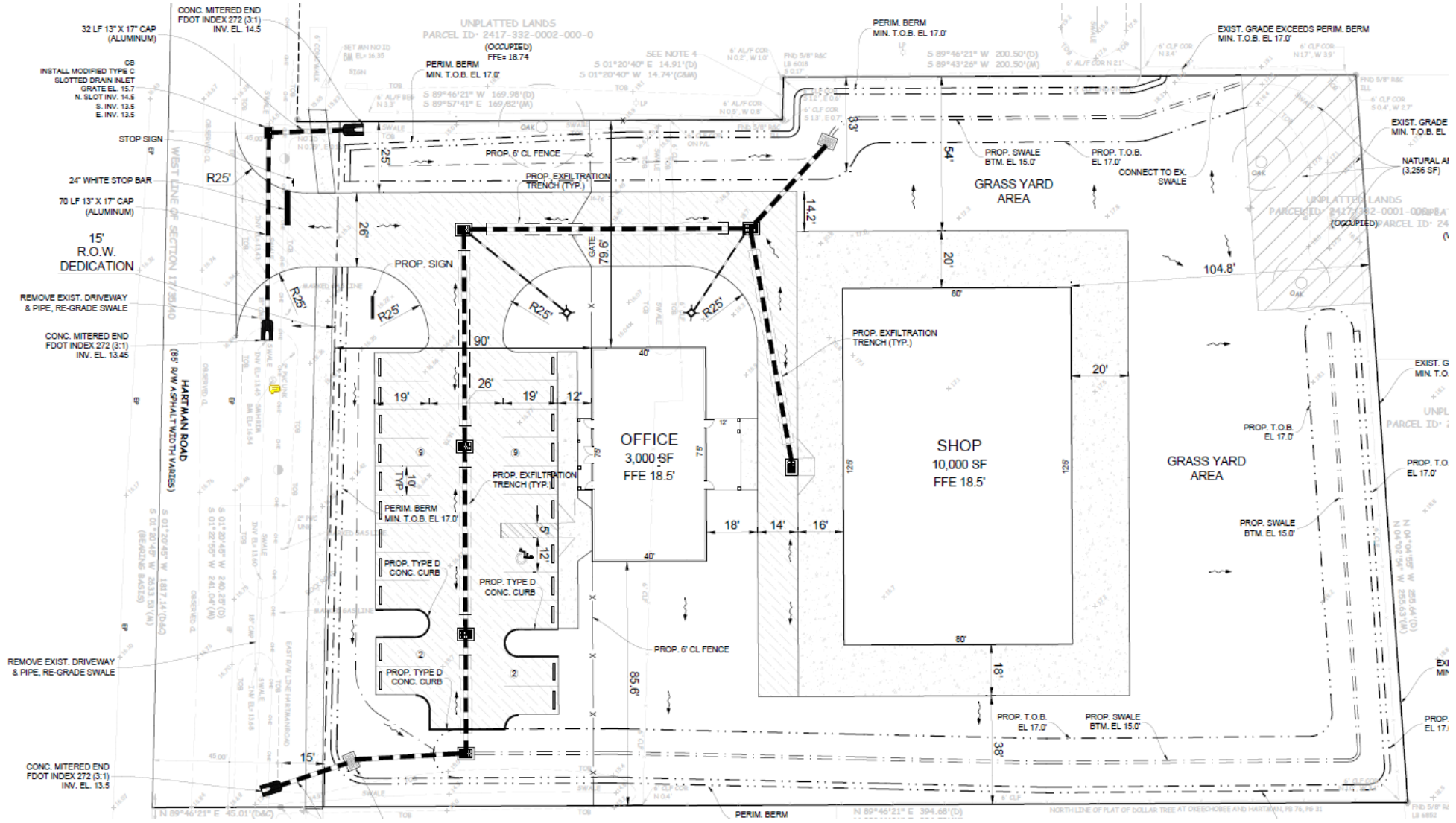
# ZONING

Zoning: C-3 (General Commercial)



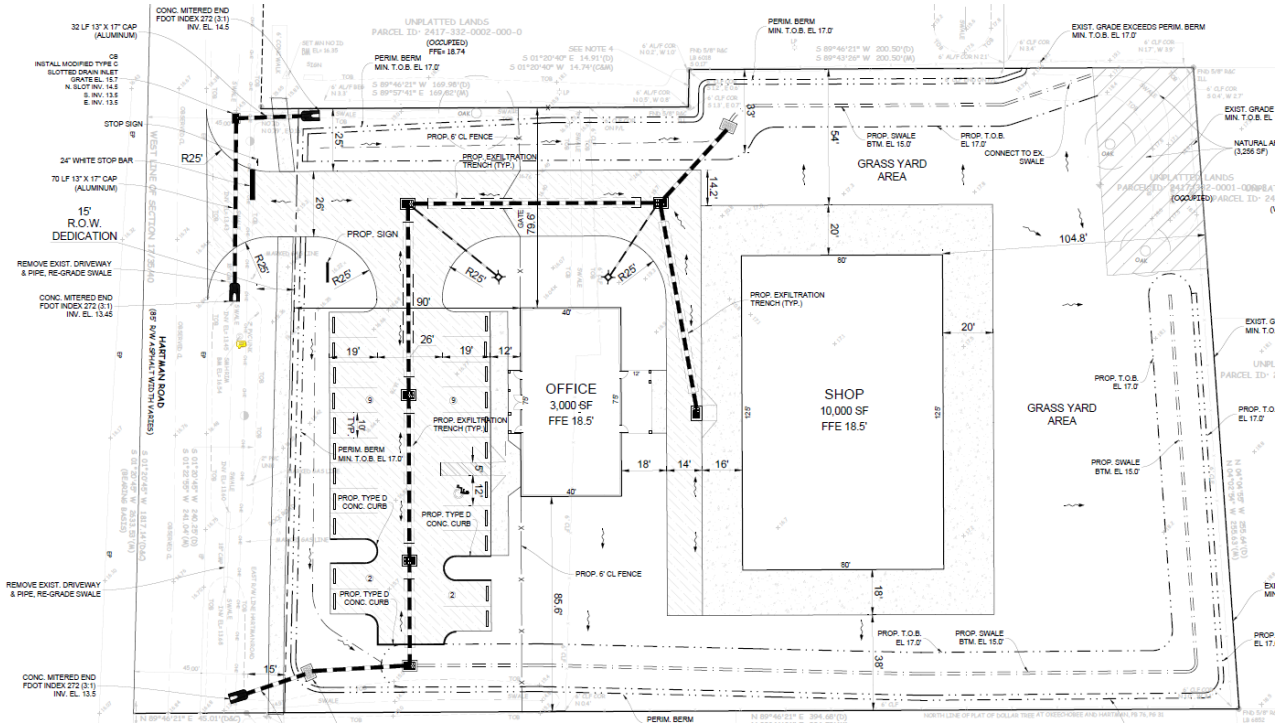

Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# SITE PLAN




Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# SITE PLAN




## Site Data:

| | | |
|---|---|---|
| Total Site Area: | 95,047 sf | (2.18 Ac.) |
| R.O.W. Dedication Area: | 3,603 sf | (0.08 Ac.) |
| Total Developed Site Area: | 91,444 sf | (2.10 Ac.) (100%) |
| Impervious Area: | 38,107 sf | (0.87 Ac.) (41%) |
| Buildings - Proposed: | 13,000 sf | (0.30 Ac.) (14%) |
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Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# LANDSCAPE PLAN




Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# LANDSCAPE PLAN

## PLANT LIST

| KEY | QTY | BOTANICAL NAME | COMMON NAME | N* | WW* | SIZE/SPECIFICATIONS |
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Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

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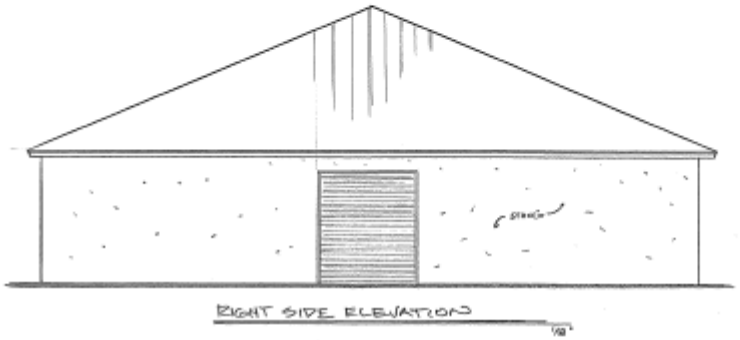

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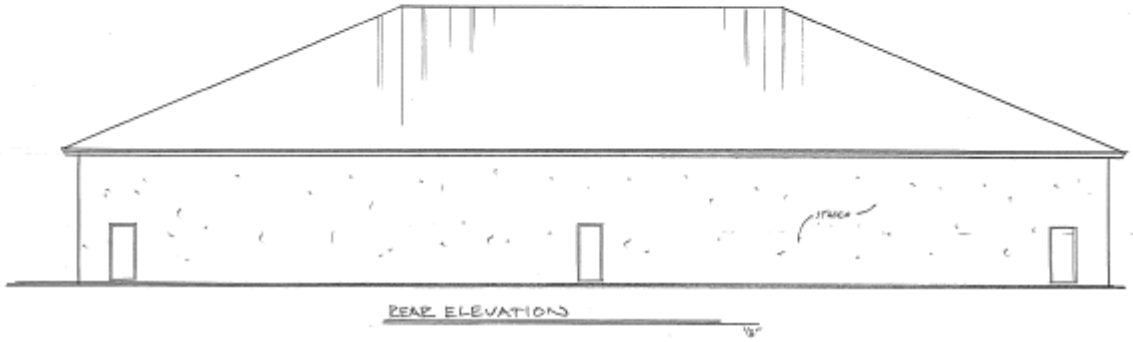

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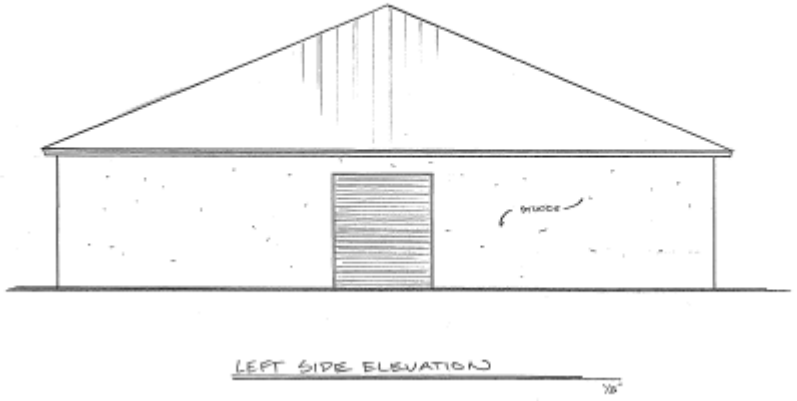

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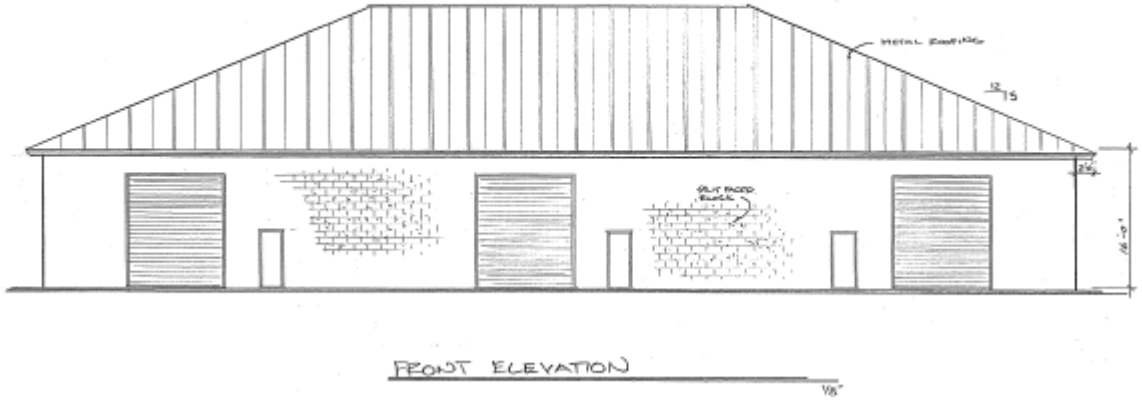

FRONT ELEVATION

Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# ELEVATIONS









Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

## RECOMMENDATION

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## PLANNING BOARD

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## ALTERNATIVE RECOMMENDATION

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# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

Treasure Coast General Contractor Site Plan
2006 Hartman Road

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Devin Wheaton

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Devin Wheaton

**PARCEL ID #(S):**

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SITE AREA= 2.29 +/- Acres

Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

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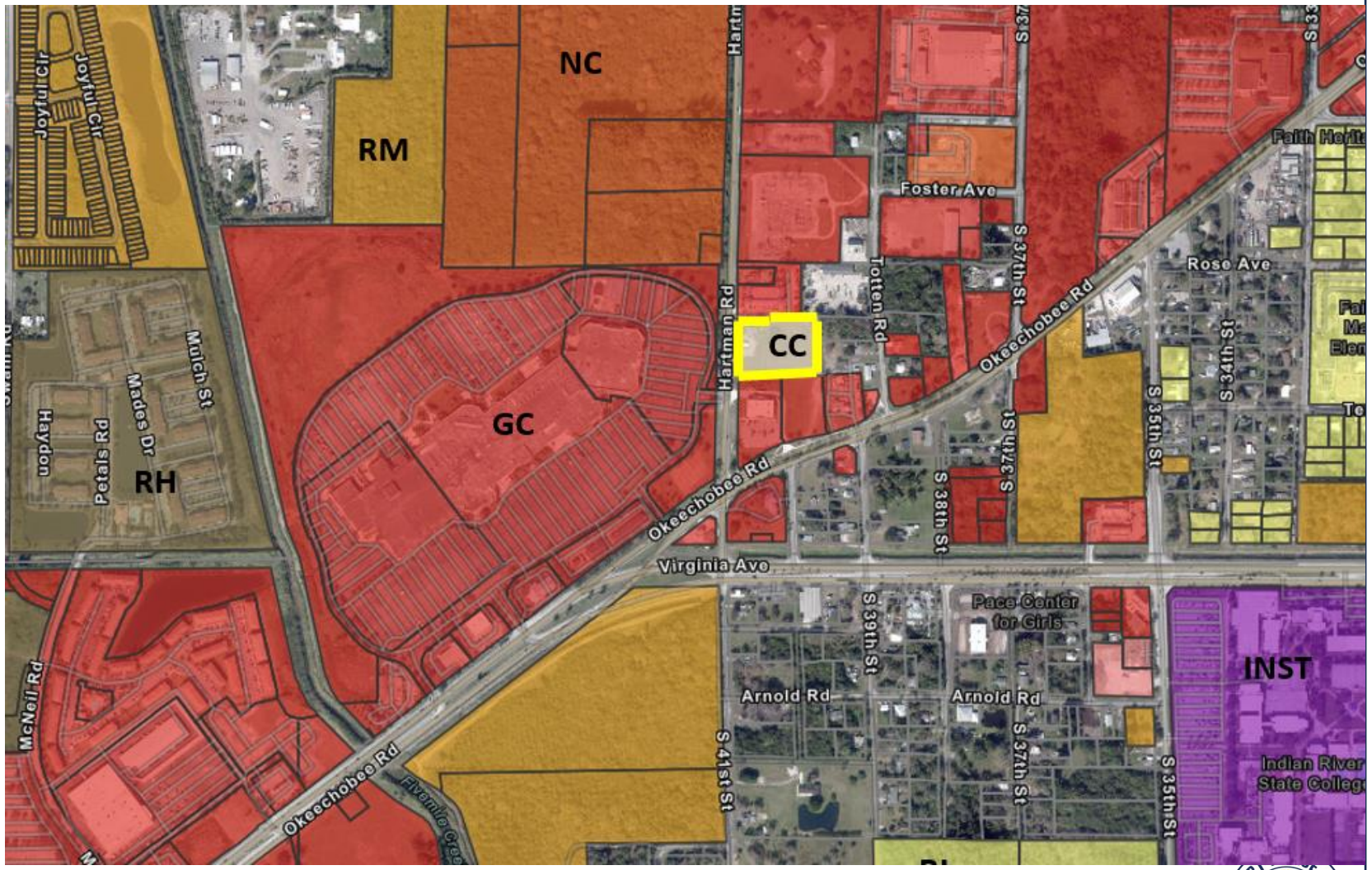


NAME OF PROJECT

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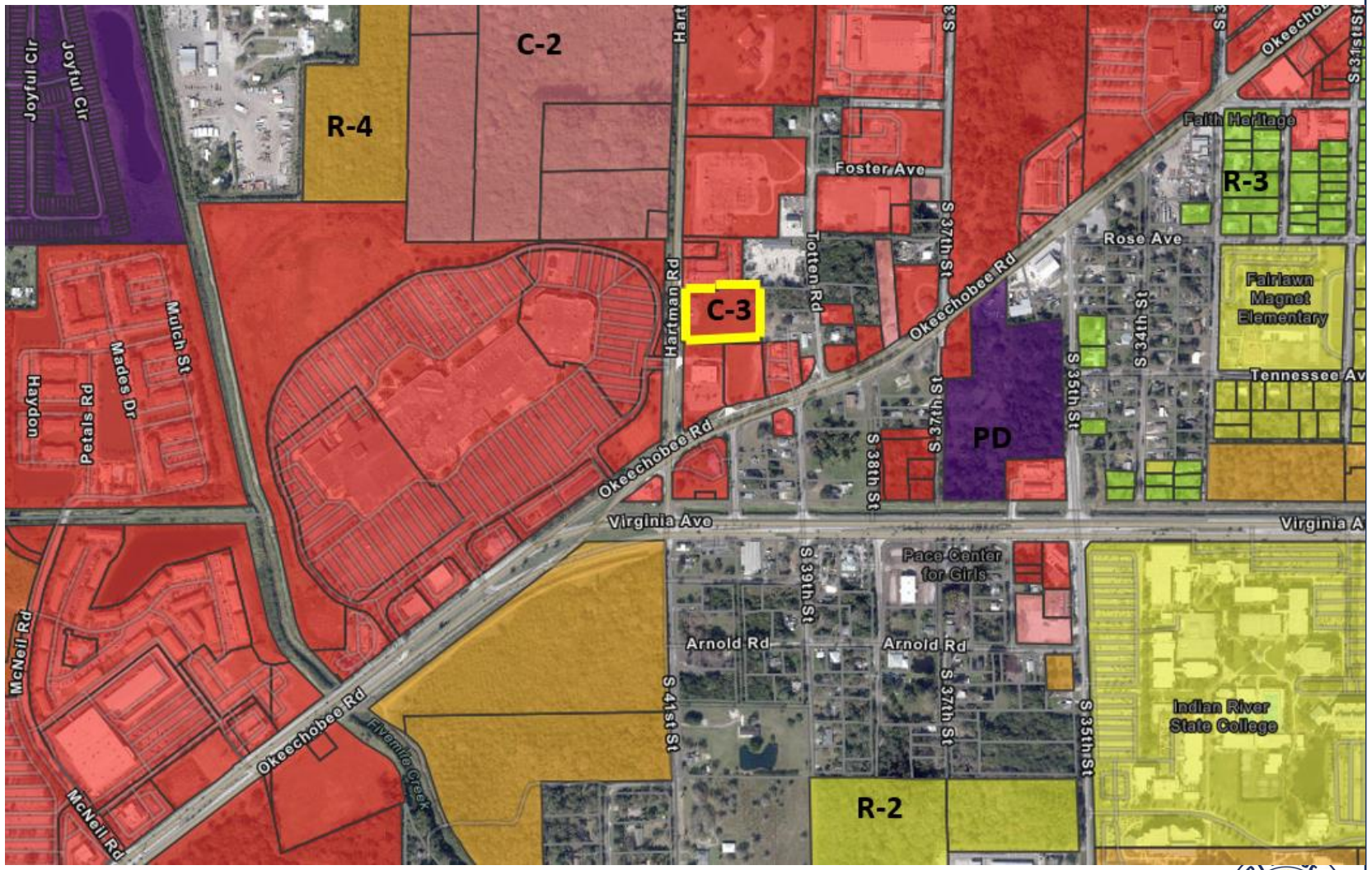
Zoning: C-3 (General Commercial)




Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

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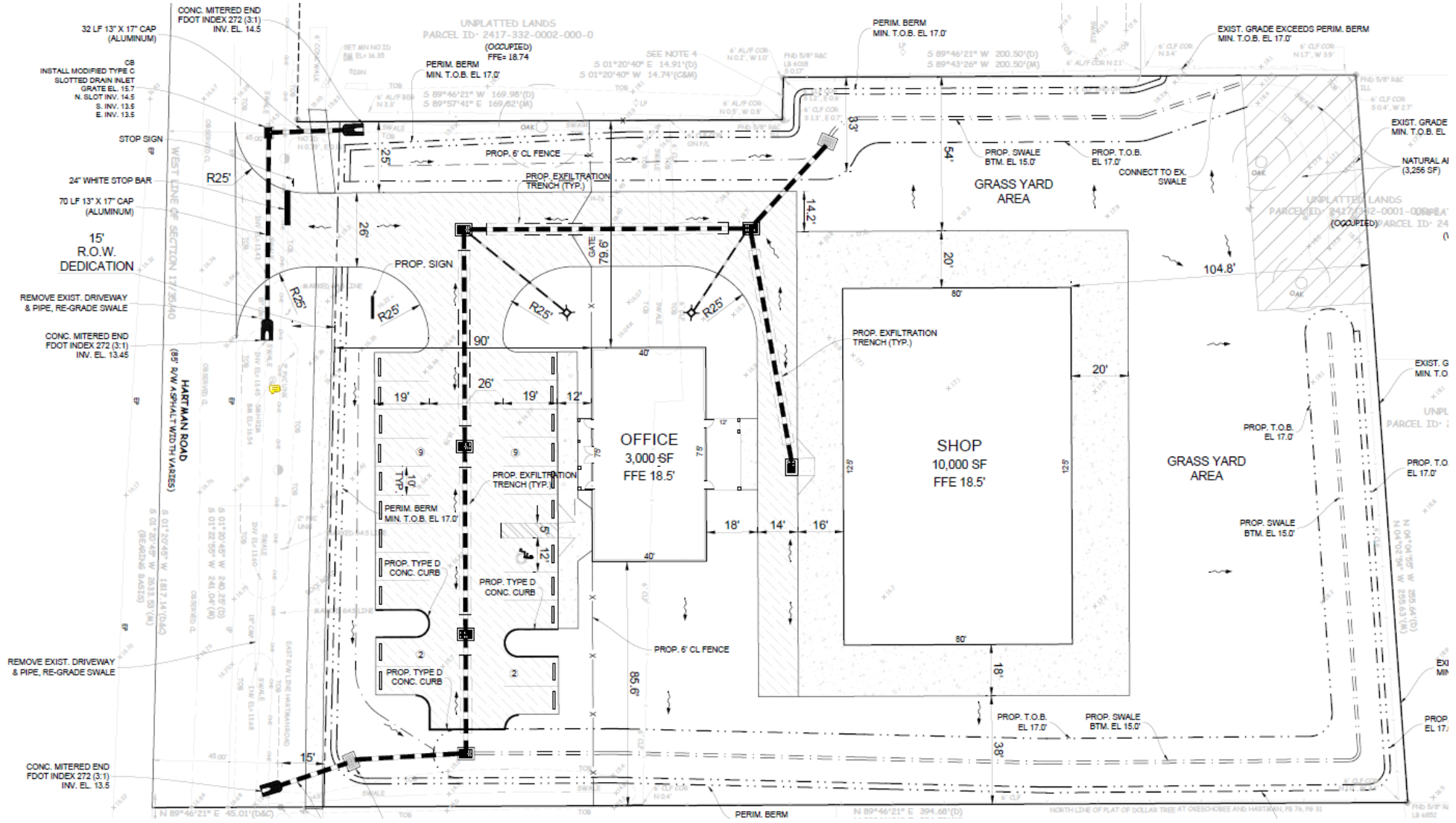


Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

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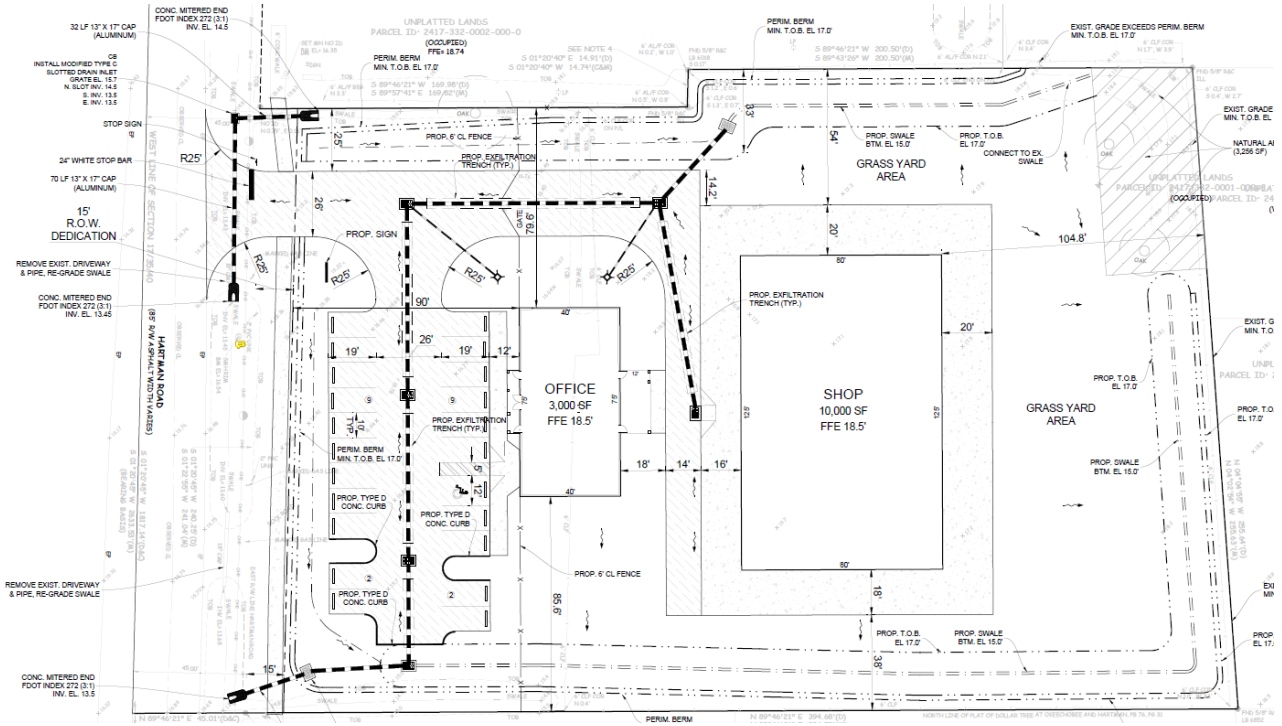


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Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

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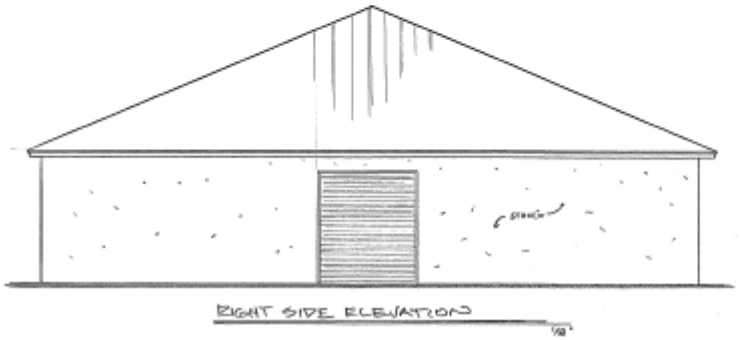

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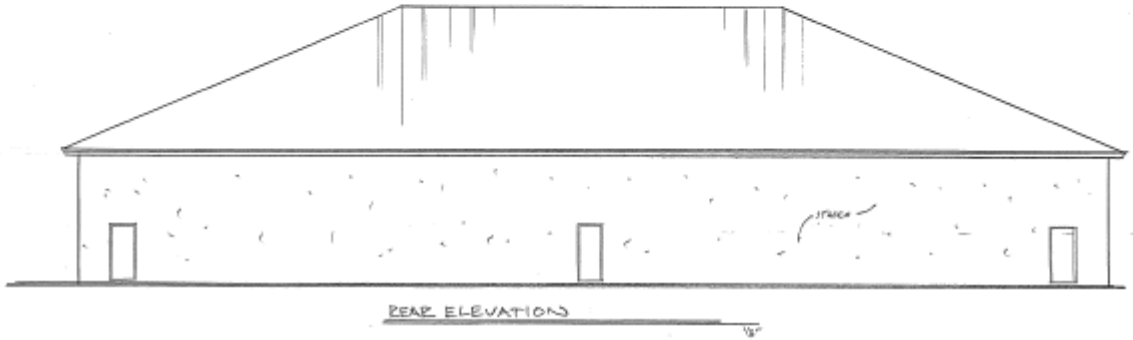

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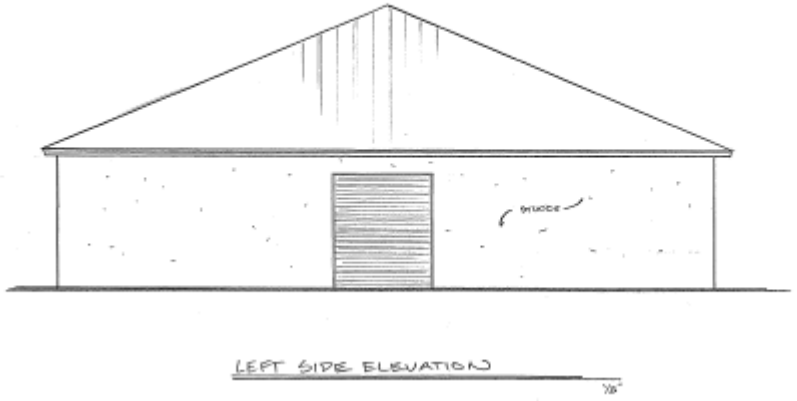

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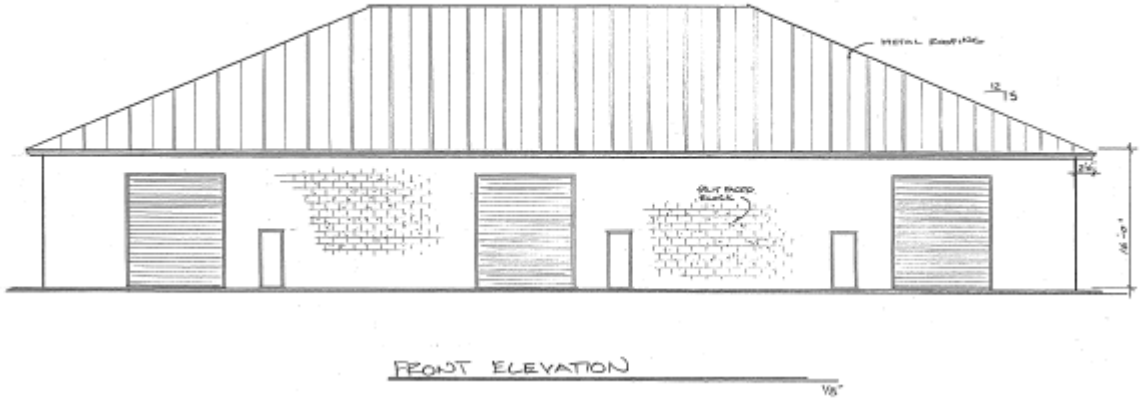

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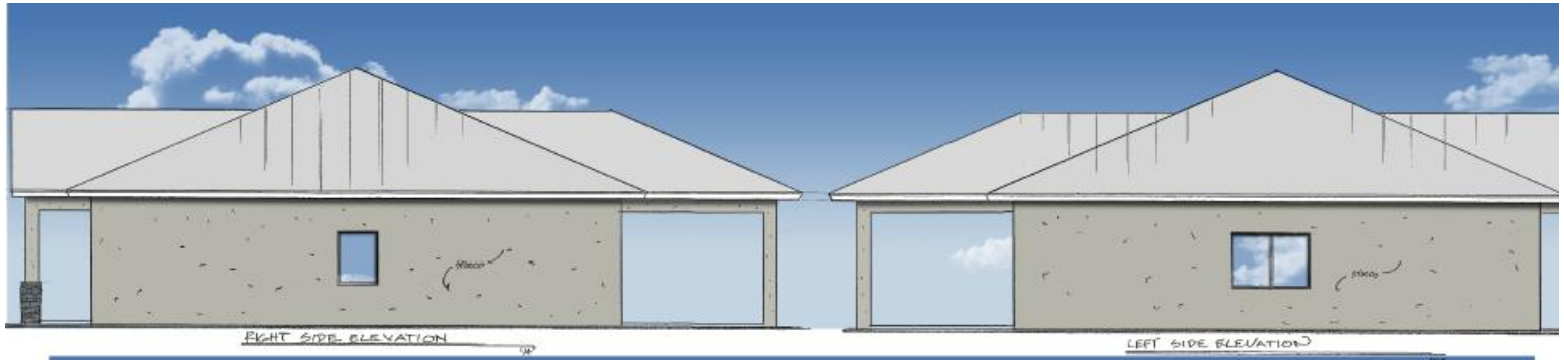







Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

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# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

Treasure Coast General Contractor Site Plan
2006 Hartman Road

# CITY OF FORT PIERCE

## PLANNING BOARD

September 11th, 2022

## Treasure Coast General Contractor Site Plan

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Devin Wheaton

**PROPERTY OWNER(S)**

Devin Wheaton

**PARCEL ID #(S):**

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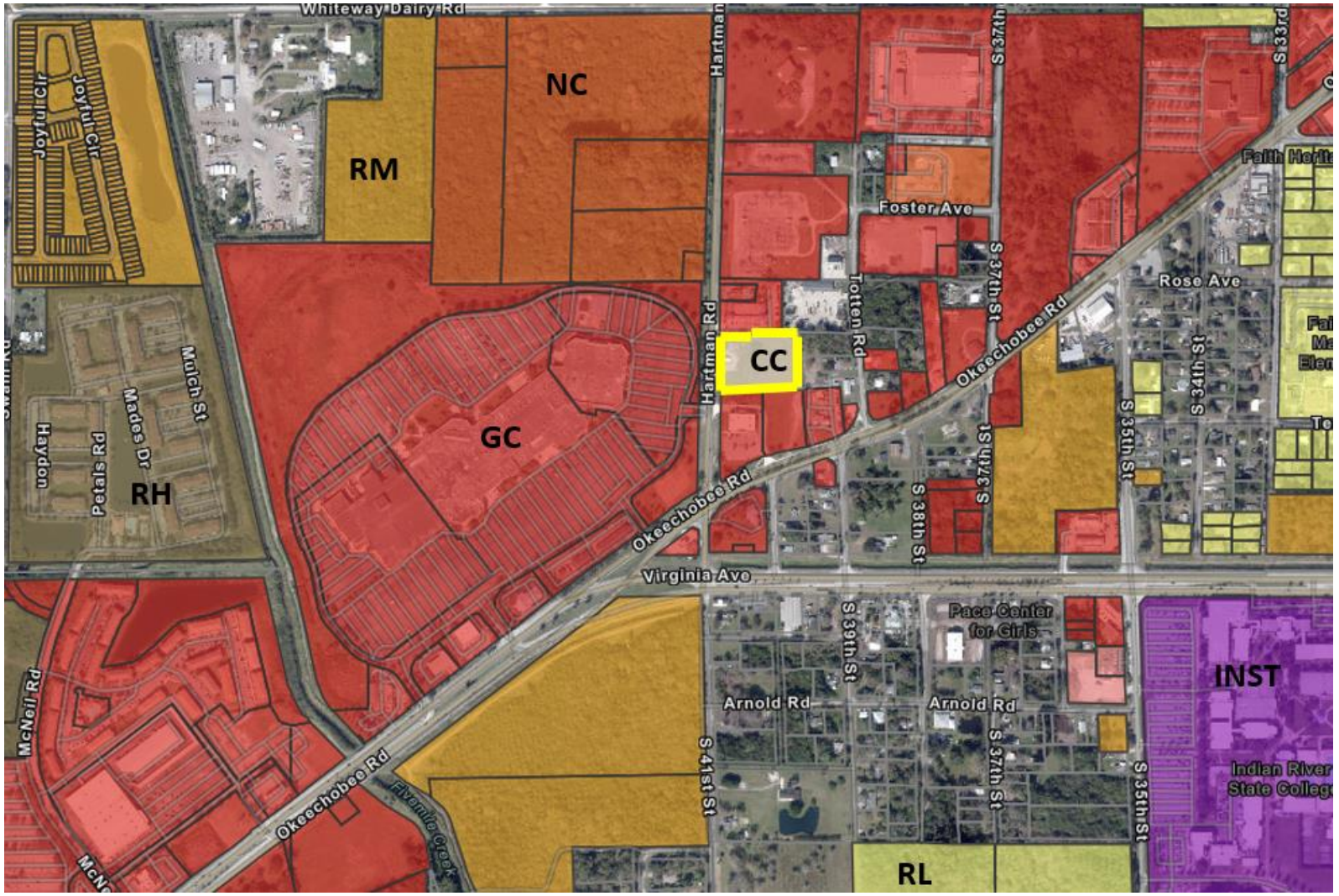

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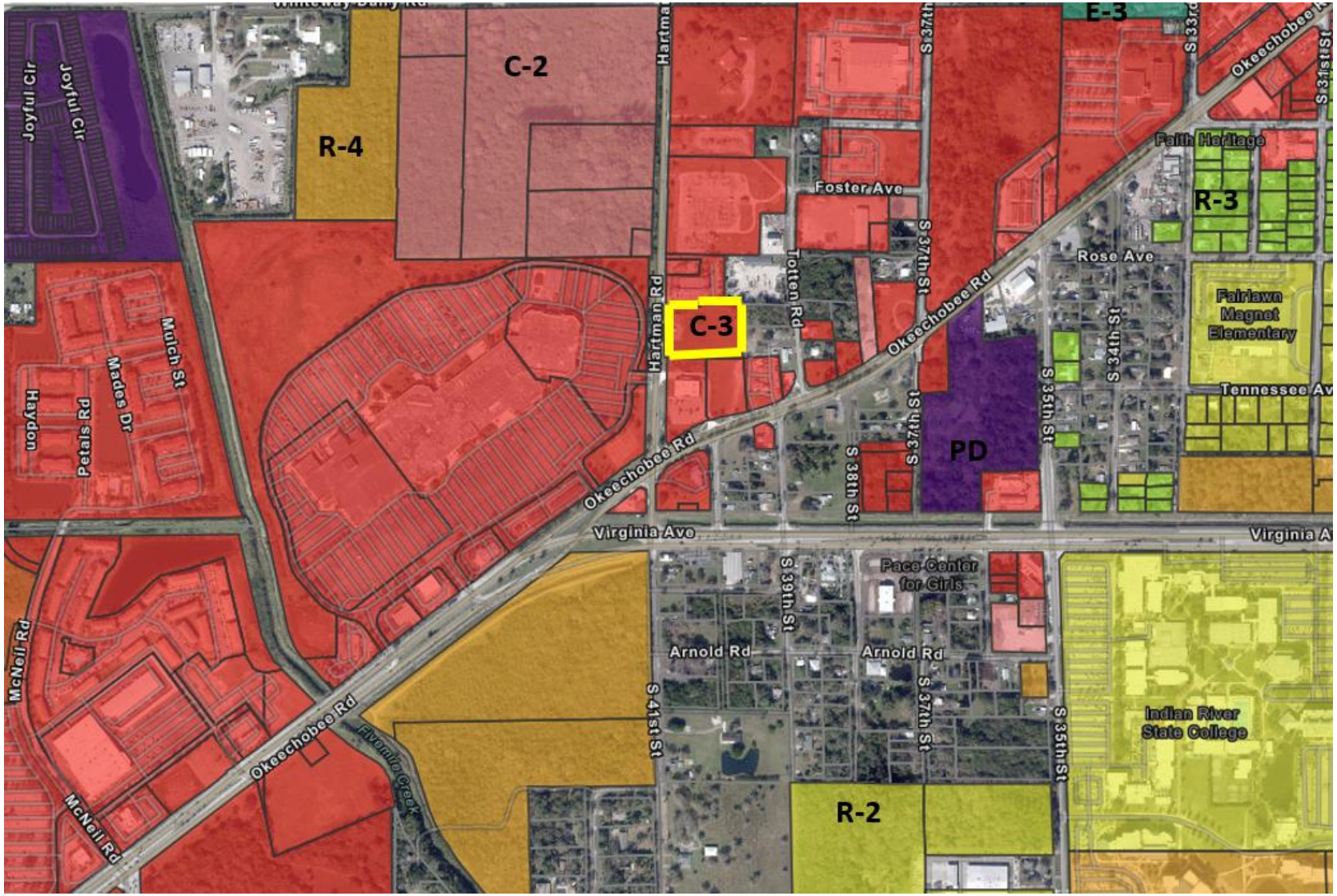

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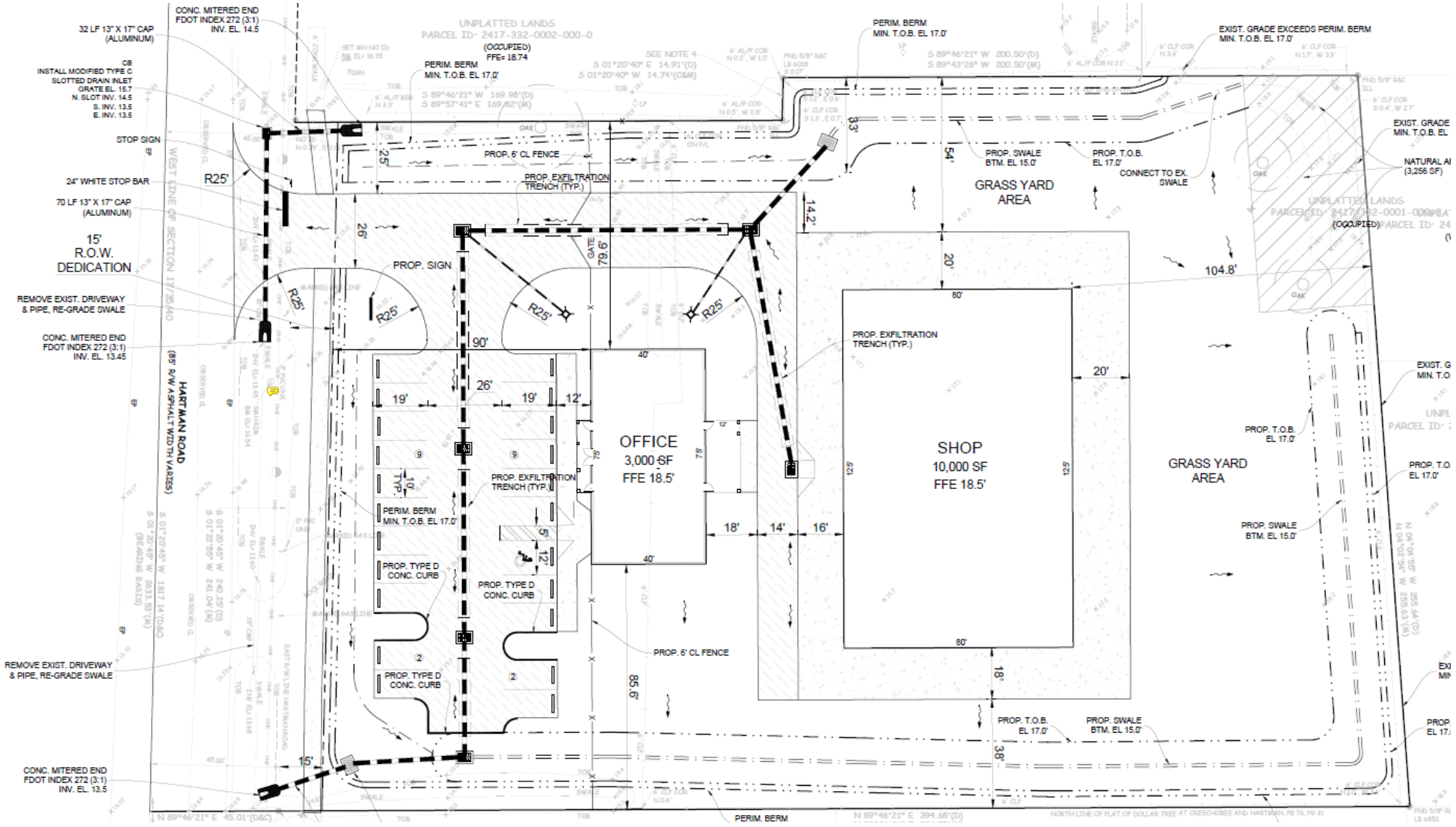


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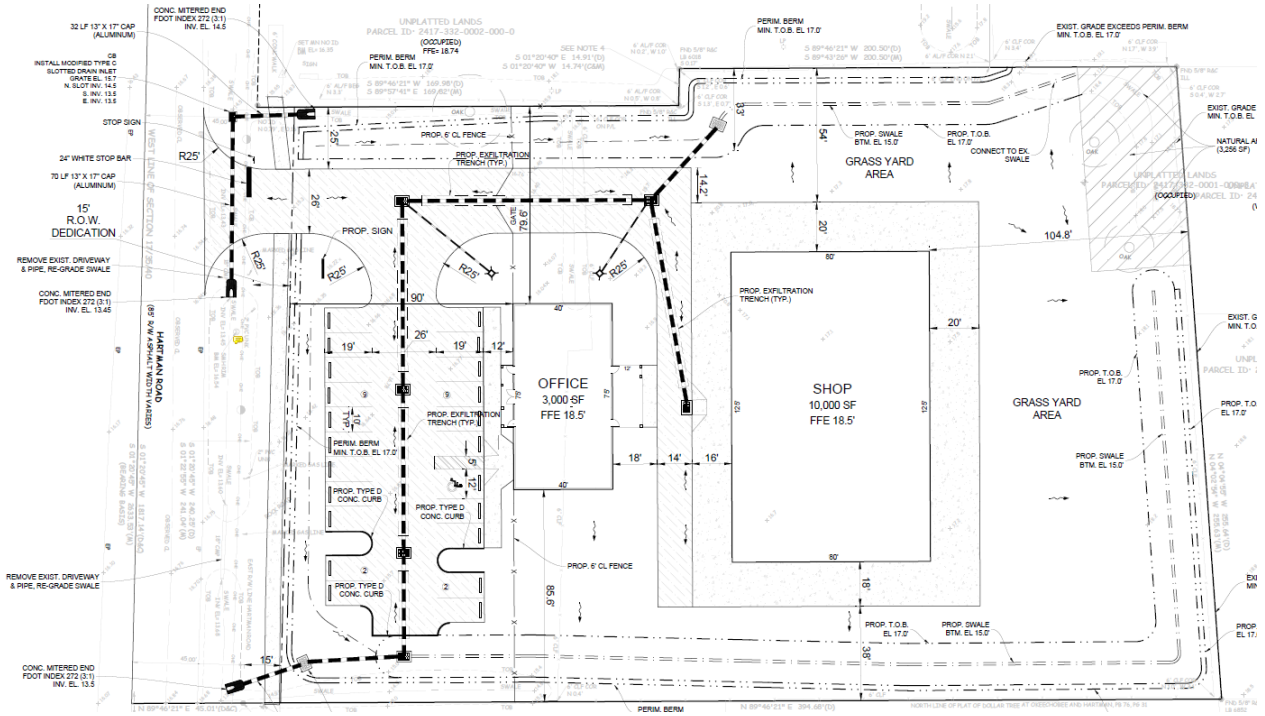


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| **BH** | 7 | Bougainvillea glabra | Bougainvillea 'Helen Johnson | | X | 24" Ht. x 16" Spr. |
| **LAWN GRASS** | | | | | | |
| **SA** | per plan | Stenothphrum secundatum | St. Augustine 'Floritam' | | | Solid sod |

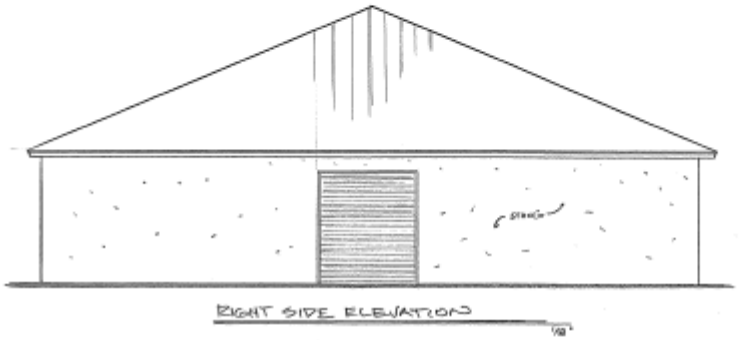
NOTE: * N = Florida Native; WW = Water Wise Drought tolerant

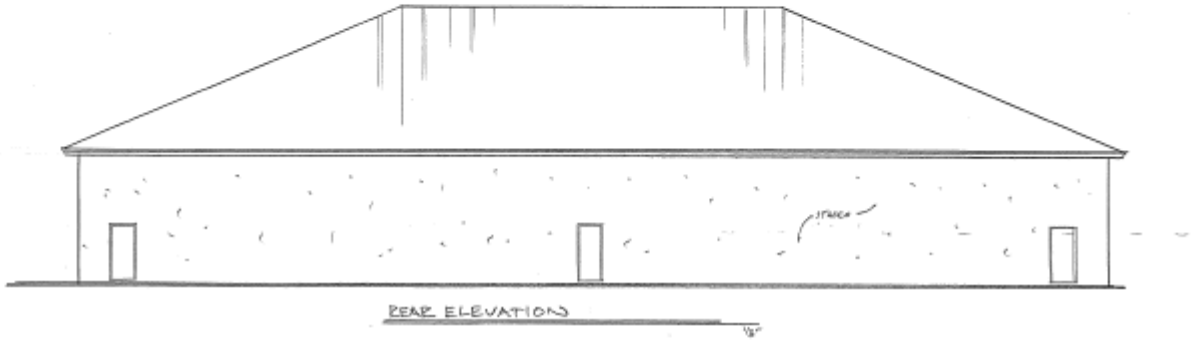
# Elevations

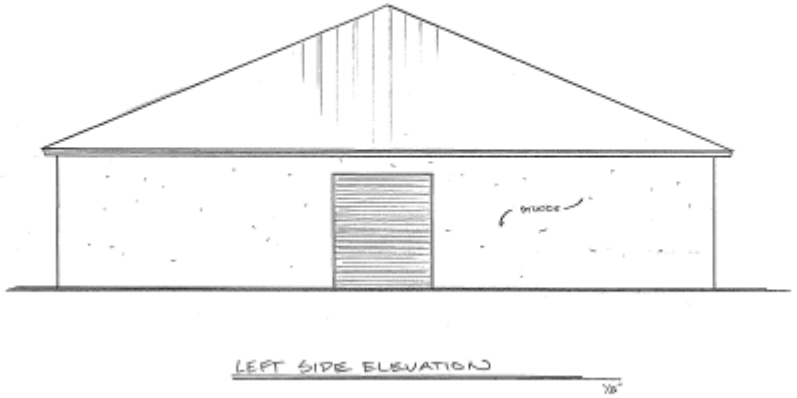


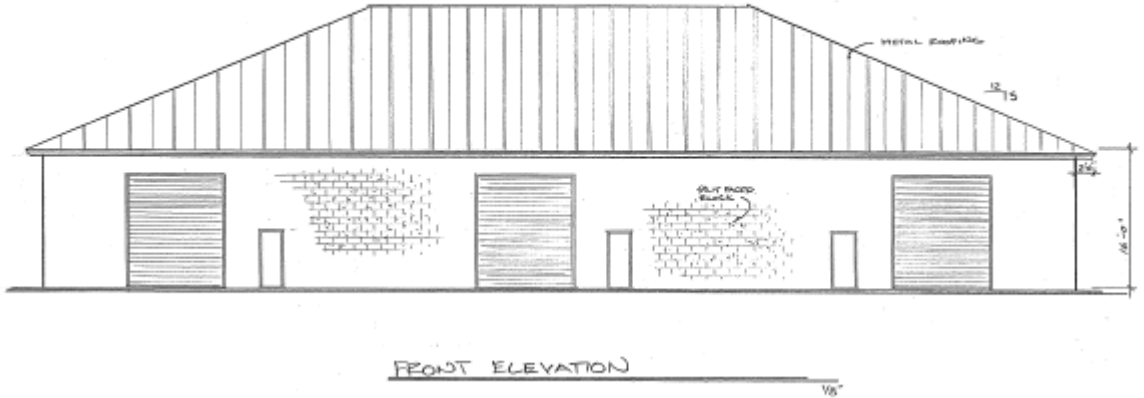

Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# Elevations




Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

# Elevations










Treasure Coast General Contractor– Site Plan – 2006 Hartman Road

## RECOMMENDATION

Staff recommends one (1) Condition:

1. A completion certification 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.

## RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed Site Plan (Development and Design Reviews), with the one (1) condition, for approval to City Commission.

## ALTERNATIVE RECOMMENDATION

1. Recommend Approval with alternative conditions.

or

2. Recommend Disapproval.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Devin Wheaton
1720 Copenhaver Rd
Fort Pierce, FL 34945

**Subject: Site Plan- 2006 Hartman Rd – Technical Review Committee Comments for April 20, 2023 TRC Meeting**

**City of Fort Pierce Planning Department**

1. To clarify, the shop in the back of the property is for the storage of materials and tools. Warehouse was used multiple times throughout the application material, which warehouses are considered a conditional use in Sec. 125-187 of the City's Code of Ordinances. However, if this is just for storage in conjunction with the office, the use of Contractors/Others Performing Services Off-Site will be allowed use in the General Commercial Zoning.

2. The total parking required does not meet code Sec. 125-315.d; requiring 1 parking space for each 300 square feet of gross floor area for the parcels use of office (other) and 1 parking space for each 600 square feet of gross floor area for the parcels use of warehouse. 22 parking spots is the minimum parking requirement for this site plan.

    - The 22 spots breakdown: 3,000 square feet of office minus the 1,200 square feet for the small business; 1,800 square feet of office (1 spot for every 300 sq ft) is 6 parking spots. 10,000 square feet of warehouse (1 spot for every 600 sq ft) is 16 parking spots.

3. Sec. 125-315.a.4.a states "Small businesses. No off-street parking is required for nonresidential uses in commercial districts unless such uses exceed 1,200 square feet of gross floor area, in which case off-street parking must be provided for the nonresidential floor area in excess of 1,200 square feet. On lots or parcels occupied by two or more uses, this 1,200 square-foot exemption may only be applied once."

4. 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.

5. A completion certification 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.

6. Provide sidewalk dimensions for the proposed sidewalk and depict them on the site plan.

**Fort Pierce Engineering Department**

PRELIMINARY SITE PLAN:

1. Update the plan to indicate the driveway setbacks and spacing to ensure compliance with the City of Fort Pierce Code of Ordinances Section 125-316.

2. Show parking space width dimensions on plan.

3. Provide a note on the Site Plan that all construction will comply with Sections 119, 123, and 125 of the City of Fort Pierce Code of Ordinances.

4. Update the site plan to identify the location of all stop signs and stop bars.

5. The site plan reflects a 5' wide concrete sidewalk being constructed along Hartman Road within a 15' wide strip of land adjacent to Hartman Road. Please clarify what the 15' indicates. Is it dedicated right-of-way? as per Section 125-317(b)(2).

6. Relocate the two retention areas to the rear of the property in accordance with the City of Fort Pierce Code of Ordinances Section 119-9.

7. Provide a breakdown of pervious/impervious area on the plan.

8. Provide the required curbing at all landscaped islands in accordance with the City of Fort Pierce Code of Ordinances Section 127-37(11)(d).

9. Provide a vicinity/location map on the site plan.

LANDCAPE PLAN:

1. Identify the tree designation of "LO" as it does not appear in the legend.
2. Please confirm with SLC that it is acceptable that trees are planted within the limits of a R/W dedication, should that R/W be donated along Hartman Road.

ADVISORY COMMENTS:

1. The drainage plan will be reviewed at DPCR submittal at which time a drainage report and environmental assessment will be required.

2. Hartman Road is a St. Lucie County owned and maintained roadway. Please verify with the County the required R/W donation and R/W improvements

**Fort Pierce Building Department**

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. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

3. Must meet the following Accessibility requirements: Accessible Route, Handicapped parking spaces and means of egress.

4. Building Permit required.

5. Signed and sealed construction drawings required.

**Fort Pierce Police Department**

No comments at this time

**St. Lucie County Planning Department**

Comments may be forthcoming

**St. Lucie County PW/Engineering**

1. Hartman Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication will be required. The dedication shall align with the Right-of-Way to the south of the subject parcel.

2. Based on current driveway codes and access standards, a single driveway connection to Hartman Road would be supported.

3. 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.

4. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org.

**City Clerk Office**

Comments may be forthcoming

**Code Enforcement**

Comments may be forthcoming

**Fort Pierce Utilities Authority**

FPUA W/WW Engineering: Approved as noted,

FPUA has Water and sewer available to serve this site. Please submit 3 complete sets of utility construction plans along with a completed plan review application to the Water and Wastewater Engineering Department for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474.

FPUA Electric & Gas Engineering has reviewed the application. Approved. Both 3-phase electric and gas services are available from the western property line.

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca
Engineering Technician II
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Please contact Billy Dupre for gas customer requirements.

Billy Dupre
Business Development Representative
Gas Operations
Fort Pierce Utilities Authority
1701 S 37th Street
Fort Pierce FL 34947
C: 772-216-3498
O: 772-466-1600 X4705
F: 772-468-2413

**St. Lucie County Fire District**

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

3. Please send the Fire District electronic plans for the site and buildings.

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

5. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 116.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2).

6. 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.

7. Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.

8. The Fire District reserves the right for future comments at the site plan & building construction phase.

9. FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).

10. 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.

11. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.

12. A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.

13. 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.

14. 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".

15. 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).

16. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.

17. 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.

18. Minimum Size of Water Mains
    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

19. 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.

20. Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.

21. Site Plans submitted in accordance with this Fire Prevention Code shall include the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.

**Florida Department of Transportation**

Comments may be forthcoming

**St. Lucie County School Board**

No comments at this time

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**To : Ryan Altizer, Senior Planner**

**From : Selena Griffett, P.E.**

**Thru : Tracy Telle, Assistant City Engineer**

**Re : Treasure Coast General Contractors Site Plan – 2006 Hartman Road**
**TRC No. 23-07000009**

**Date : June 23, 2023**

This is to advise you that we have completed the review of the following documents as received by this office on June 21, 2023:

- ☐ Development Permit Compliance Review
- ☒ Site Plan
- ☐ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other _____

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend
- ☒ Site Plan Approval
- ☐ Variance 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.

☒ See Attached for Comments

\\2500FS01\City Hall Share 01\Engineering\ENGINEERING\Site Development Projects\T\Treasure Coast General Contractors\Site Plan\Submittals\Submittal 2 - 06212023\SP Comments - Revised - 062323.docx

**SITE PLAN:**

1. Update the plan to indicate the driveway setbacks and spacing to ensure compliance with the City of Fort Pierce Code of Ordinances Section 125-316. The driveway shall have a minimum setback from the side property line of 25'.
2. The minimum driveway aisle is 26' for perpendicular parking. Please revise the plans accordingly and be aware that you can gain 2' by reducing the parking stall length from 20' to 19' if needed.
3. The previously provided comment "Provide a note on the Site Plan that all construction will comply with Sections 119, 123, and 125 of the City of Fort Pierce Code of Ordinances." was not addressed.
4. The previously provided comment "Update the site plan to identify the location of all stop signs and stop bars." was not addressed.
5. Previous comment "Relocate the two retention areas to the rear of the property in accordance with the City of Fort Pierce Code of Ordinances Section 119-9." was addressed by removing the retention areas. How will stormwater be treated for water quality/quantity?
6. Provide the required curbing at all landscaped islands in accordance with the City of Fort Pierce Code of Ordinances Section 127-37(11)(d).
7. Provide a vicinity/location map on the site plan.

**LANDCAPE PLAN (No Landscape Plan provided to address previously provided comments):**

1. Identify the tree designation of "LO" as it does not appear in the legend.
2. Please confirm with SLC that it is acceptable that trees are planted within the limits of a R/W dedication, should that R/W be donated along Hartman Road.

**ADVISORY COMMENTS:**

1. The drainage plan will be reviewed at DPCR submittal at which time a drainage report and environmental assessment will be required.
2. Hartman Road is a St. Lucie County owned and maintained roadway. Please verify with the County the required R/W donation and R/W improvements

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**To : Ryan Altizer, Senior Planner**

**From : Selena Griffett, P.E.**

**Thru : Tracy Telle, Assistant City Engineer**

**Re : Treasure Coast General Contractors Site Plan – 2006 Hartman Road**
**TRC No. 23-07000009**

**Date : August 18, 2023**

This is to advise you that we have completed the review of the following documents as received by this office on August 18, 2023:

- ☐ Development Permit Compliance Review
- ☒ Site Plan
- ☐ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other _____

Based on our reviews and appropriate site final inspection, we

- ☒ **Recommend**
- ☐ Do Not Recommend
- ☒ **Site Plan Approval**
- ☐ Variance 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.

☐ See Attached for Comments

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# DEVELOPMENT REVIEW

**Property Information**

Property address or Location 2006 Hartman Rd

Parcel ID #(s) 2417-332-0005-000-1

Project description Proposed office / shop

**Application Type**

☑ Site Plan ☐ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

**Site Information**

*Non-Residential:* Proposed Sq. Ft.: 3,000 office 10,000 shop Site Acreage: 2.28

*Residential:* Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

Devin Wheaton
**Property Owner(s)**

1720 Copenhaver Rd
Street Address

Fort Pierce FL 34945
City State Zip

(772) 201-5426
Phone Number

treasurecoastgc@gmail.com
Email Address

Devin Wheaton
**Applicant/Representative, Title, Company**

1720 Copenhaver Rd
Street Address

Fort Pierce FL 34945
City State Zip

(772) 201-5426
Phone Number

treasurecoastgc@gmail.com
Email Address

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

*Property Owner(s) Signature(s)*

**APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS**
**CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM**
**For more information, please refer to the website:**
**https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# DESIGN REVIEW

**Property Information**

Property address or Location 2006 Hartman Rd

Parcel ID #(s) 2417-332-0005-000-1

Project description New Office Building and Warehouse / Storage Building

| | |
|---|---|
| Wheaton Holdings LLC | Michael Menard Architectonic Inc. |
| **Property Owner(s)** | **Applicant/Representative, Title, Company** |
| 1720 Copenhaver Rd | 806 Delaware Avenue |
| Street Address | Street Address |
| Fort Pierce FL 34945 | Ft. Pierce FL 34950 |
| City State Zip | City State Zip |
| (772) 201-5426 | 772 460 7751 |
| Phone Number | Phone Number |
| treasurecoastgc@gmail.com | mmenard@architectonicinc.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)*

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**For more information, please refer to the website:**
**https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi**

# Design Review Application Checklist
## (City Code of Ordinances 125-314)

**Submittal for Administrative Approval**

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

**Submittal for Board Approval**

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.




FLOOR PLAN

1/4"


ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751

WWW.ARCHITECTONICINC.COM



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PROJECT

TREASURE COAST
GENERAL CONTRACTORS
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

| NO. | DATE | REVISION |
|---|---|---|
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KEY PLAN

SHEET TITLE / SHEET NUMBER

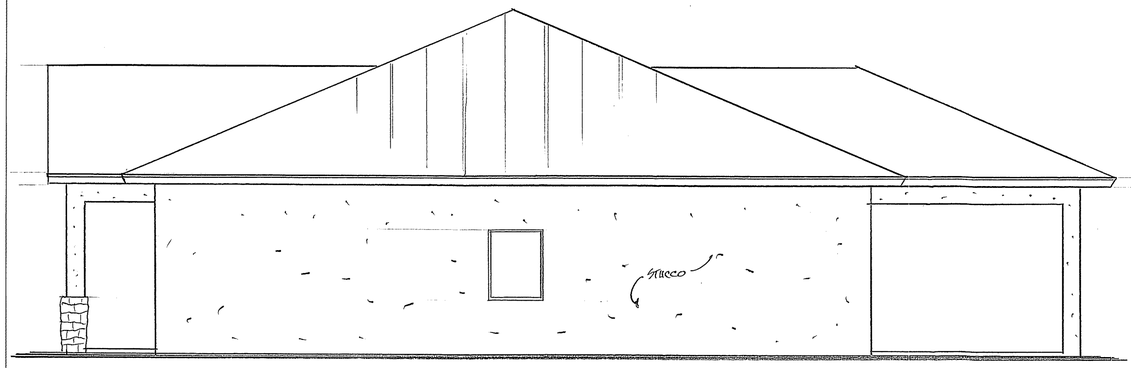
A-1

OFFICE

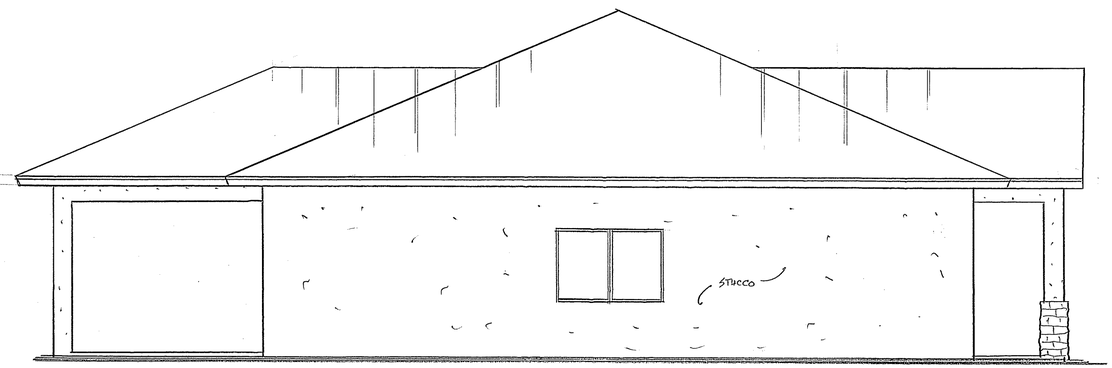
PROJECT NUMBER C22062

DATE

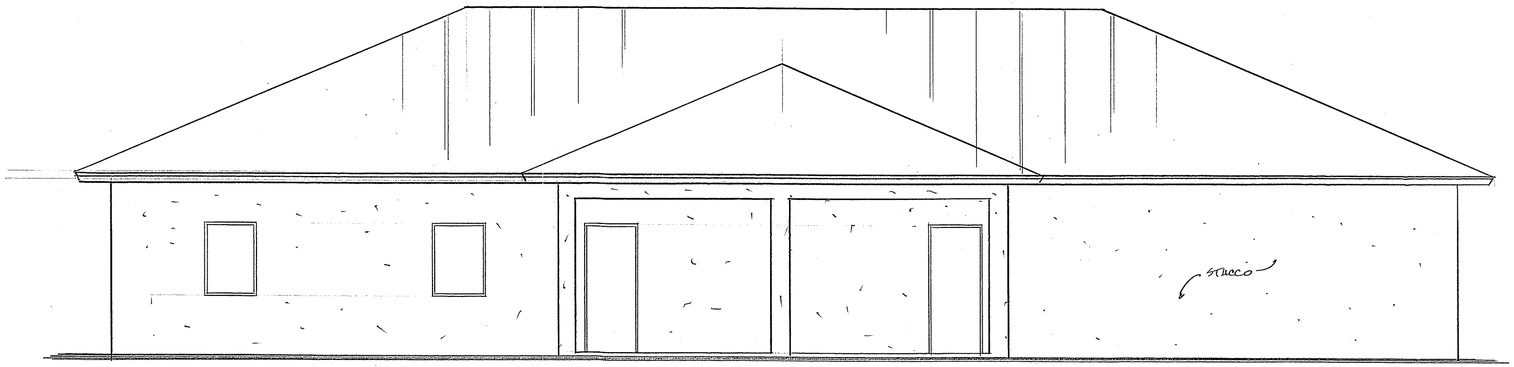
TC CONTRACTING



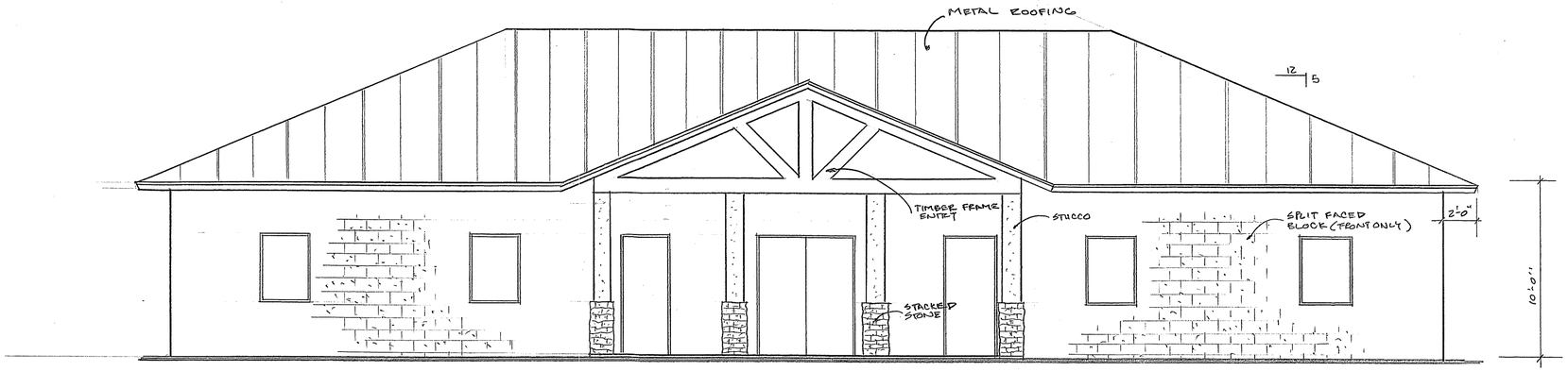

RIGHT SIDE ELEVATION
1/4"




LEFT SIDE ELEVATION
1/4"




REAR ELEVATION
1/4"




FRONT ELEVATION
1/4"

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751

WWW.ARCHITECTONICINC.COM

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PROJECT

TREASURE COAST
GENERAL CONTRACTORS
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

| NO. | DATE | REVISION |
|---|---|---|
| | | |

KEY PLAN

SHEET TITLE / SHEET NUMBER

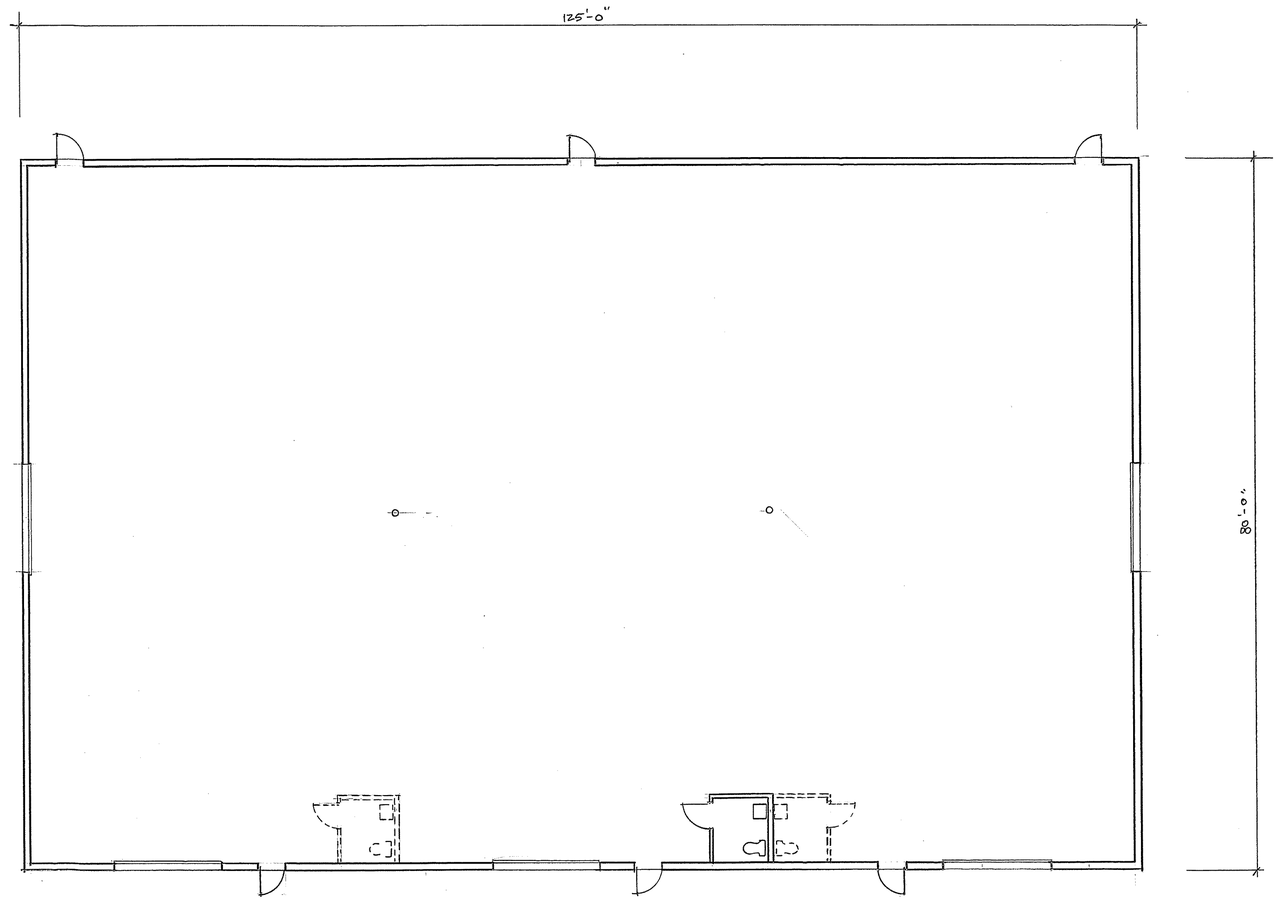
A-2 OF

OFFICE

PROJECT NUMBER C 220602

DATE

TC CONT




FLOOR PLAN

1/8"

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751

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CITY OF FT. PIERCE, FLORIDA

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AR95898

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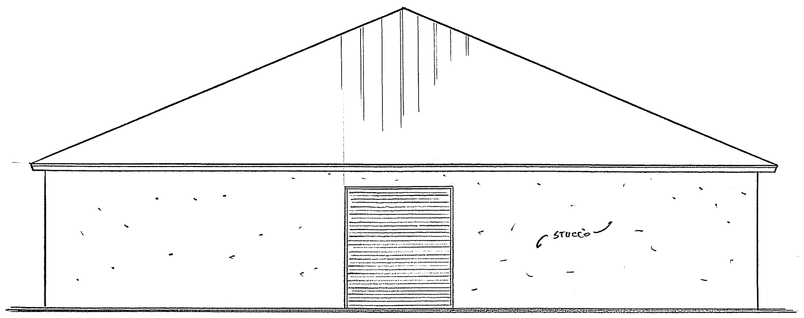


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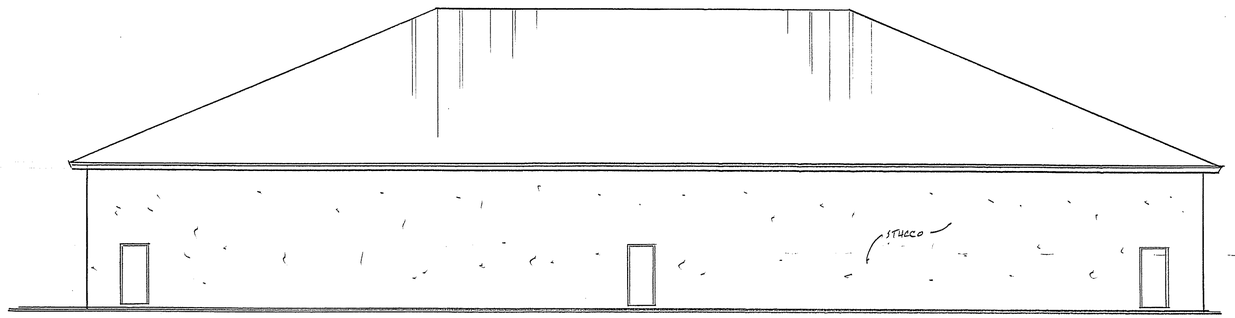


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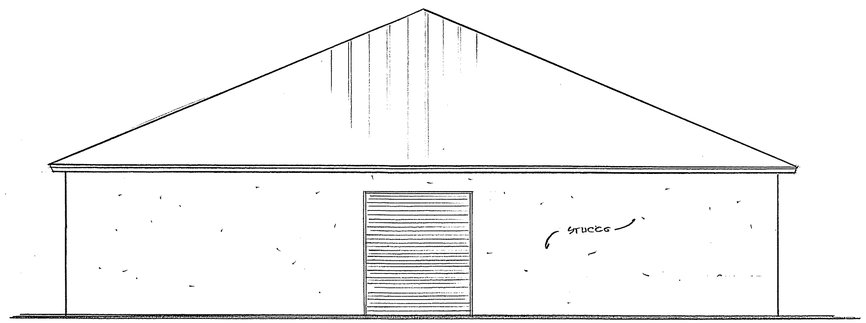


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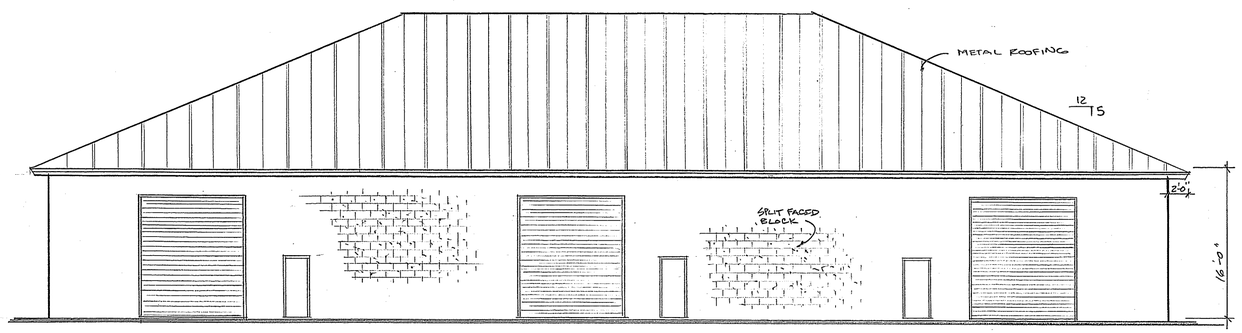


FRONT ELEVATION

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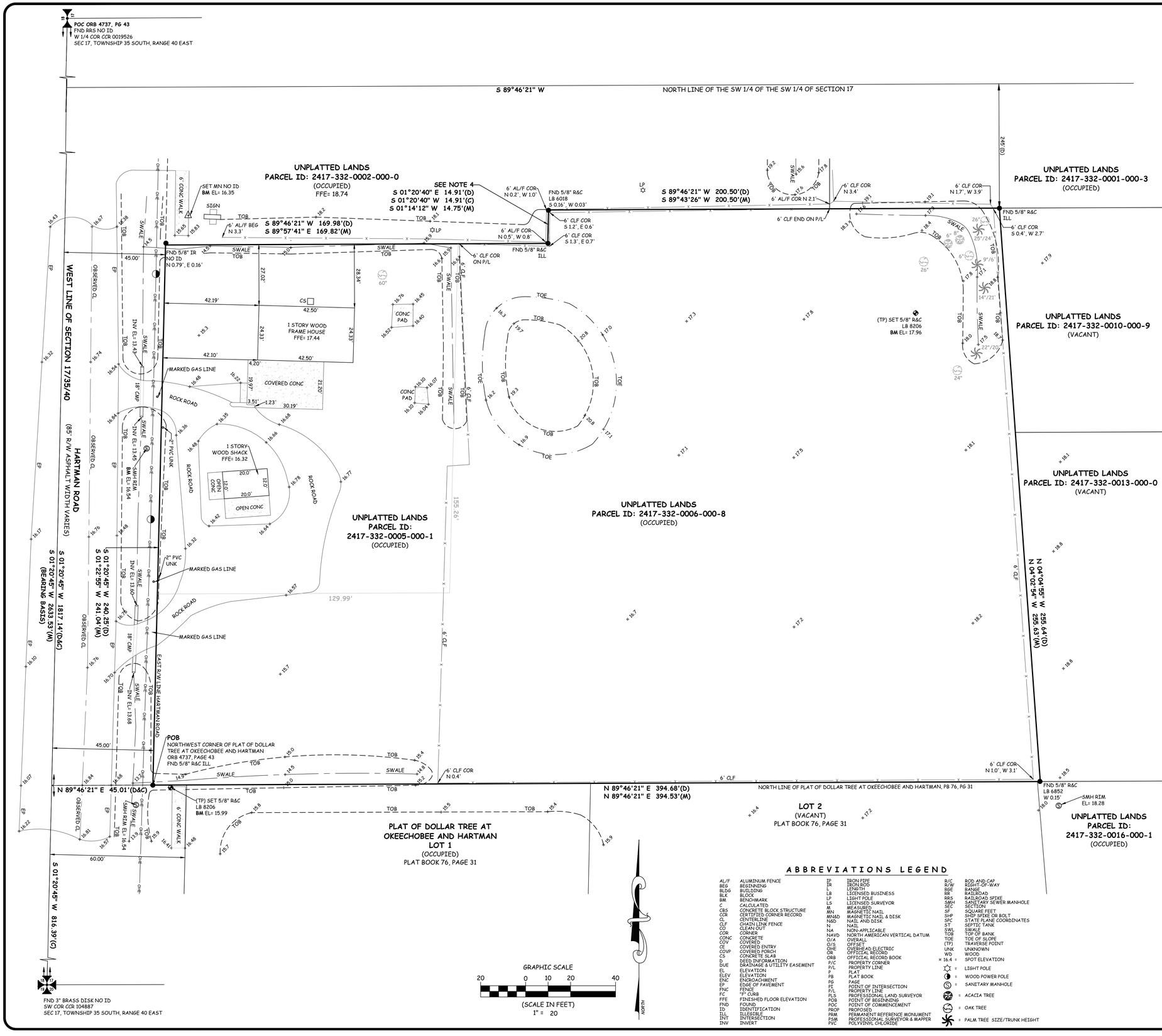


## LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND DESCRIBED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1424, PAGE 1356; OFFICIAL RECORDS BOOK 1428, PAGE 1778; OFFICIAL RECORDS BOOK 1481, PAGE 728; OFFICIAL RECORDS BOOK 1777, PAGE 17; OFFICIAL RECORDS BOOK 2887, PAGE 317; OFFICIAL RECORDS BOOK 3548, PAGE 2971; RE-RECORDED IN OFFICIAL RECORDS BOOK 3567, PAGE 2663; OFFICIAL RECORDS BOOK 3970, PAGE 593; AND FINAL JUDGEMENT QUIETING TITLE RECORDED IN OFFICIAL RECORDS BOOK 2853, PAGE 155; LESS AND EXCEPT ANY PORTION DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 67, PAGE 628.

## ALSO KNOWN AS:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 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 WEST 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 01°20'45" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1817.14 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THE PLAT OF DOLLAR TREE AT OKEECHOBEE AND HARTMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGE 31, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°46'21" EAST, A DISTANCE OF 45.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HARTMAN ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PLAT OF DOLLAR TREE AT OKEECHOBEE AND HARTMAN; THENCE CONTINUE NORTH 89°46'21" EAST, ALONG THE NORTH LINE OF SAID PLAT AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 394.68 FEET; THENCE NORTH 04°04'55" WEST, A DISTANCE OF 255.64 FEET TO A POINT THAT IS 245 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE SOUTH 89°46'21" WEST, ALONG SAID LINE, A DISTANCE OF 200.50 FEET; THENCE SOUTH 01°20'40" WEST, A DISTANCE OF 14.91 FEET; THENCE SOUTH 89°46'21" WEST, A DISTANCE OF 169.98 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF HARTMAN ROAD; THENCE SOUTH 01° 20'45" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 240.25 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS, WITHIN SAID BOUNDS, 95,047 SQUARE FEET OR 2.18± ACRES MORE OR LESS.

**ADDRESS:** 2006 HARTMAN ROAD
FORT PIERCE, FLORIDA 34947

## NOTES:

1) SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.

2) A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN MADE BY THIS OFFICE.

3) BEARINGS SHOWN HEREON ARE RELATED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, HAVING A MEASURED BEARING OF S 01°20'45" W. ALL OTHER BEARINGS ARE RELATIVE THERETO.

4) SCRIPTS ERROR FOUND IN LEGAL DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 4737, PAGE 43, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. DEED CALL OF S 01°20'40" E IS INCORRECT. CALL OF S 01°20'40" W CLOSES LEGAL DESCRIPTION REVISED BY SURVEYOR.

5) ELEVATIONS ARE IN FEET AND RELATED TO THE ST. LUCIE COUNTY BENCHMARK "VIR 3-22 HARRY", HAVING A PUBLISHED ELEVATION OF 15.84 FEET NAVD (NORTH AMERICAN VERTICAL DATUM). ALL OTHER ELEVATIONS ARE RELATIVE THERETO.

6) PROPERTY LIES IN F.I.R.M. ZONE "X", AS PER MAP NUMBER 12111C0186J, DATED 2/16/12. FLOOD ZONES ARE APPROXIMATE AS SCALED FROM FLOOD INSURANCE RATE MAPS.

7) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

8) UTILITIES SHOWN HEREON ARE VISIBLE ABOVE GROUND FEATURES. ADDITIONAL SUBSURFACE UTILITIES AND OR FEATURES MAY EXIST.

9) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

10) NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

11) PUBLIC WATER AND SEWER AVAILABLE.

12) THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERCIAL.

13) ELEVATIONS WERE ESTABLISHED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME KINEMATICS (RTK) USING FLORIDA DEPARTMENT OF TRANSPORTATION - FLORIDA PERMANENT REFERENCE NETWORK (FDOT - FPRN) WITH REDUNDANCY OF MEASUREMENTS PERFORMED. ALL VERTICAL ACCURACY IS 0.10 FOOT PLUS OR MINUS.

14) ELEVATIONS WERE ESTABLISHED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME KINEMATICS (RTK) USING FLORIDA DEPARTMENT OF TRANSPORTATION - FLORIDA PERMANENT REFERENCE NETWORK (FDOT - FPRN) WITH REDUNDANCY OF MEASUREMENTS PERFORMED. ALL VERTICAL ACCURACY IS 0.10 FOOT PLUS OR MINUS.

15) ALL DISTANCES AND ELEVATIONS SHOWN ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET.

16) ALL DIRECTIONAL MEASUREMENTS SHOWN ARE IN THE FORMAT OF DEGREES, MINUTES AND SECONDS.

17) BOUNDARY AND TOPOGRAPHIC SURVEY FIELD DATE: 7-27-22.
LAST DATE OF FIELD ACQUISITION (TREE SURVEY): 02-14-23.

## CERTIFIED TO:

## ABBREVIATIONS LEGEND

| | | | | | |
|---|---|---|---|---|---|
| AL/F | ALUMINUM FENCE | IP | IRON PIPE | R/C | ROD AND CAP |
| BEG | BEGINNING | IR | IRON ROD | R/W | RIGHT-OF-WAY |
| BLDG | BUILDING | L | LENGTH | RGE | RANGE |
| BLK | BLOCK | LB | LICENSED BUSINESS | RR | RAILROAD |
| BM | BENCHMARK | LF | LIGHT POLE | RRS | RAILROAD SPIKE |
| C | CALCULATED | LS | LICENSED SURVEYOR | SMH | SANITARY SEWER MANHOLE |
| CBS | CONCRETE BLOCK STRUCTURE | M | MEASURED | SEC | SECTION |
| CCR | CERTIFIED CORNER RECORD | MN | MAGNETIC NAIL | SF | SQUARE FEET |
| CL | CENTERLINE | MN&D | MAGNETIC NAIL & DISK | SHP | SHIP SPIKE OR BOLT |
| CLF | CHAIN LINK FENCE | N&D | NAIL AND DISK | SPC | STATE PLANE COORDINATES |
| CO | CLEAN OUT | N | NAIL | ST | SEPTIC TANK |
| COR | CORNER | NA | NON-APPLICABLE | SWL | SWALE |
| CONC | CONCRETE | NAVD | NORTH AMERICAN VERTICAL DATUM | TOB | TOP OF BANK |
| COV | COVERED | O/A | OVERALL | TOE | TOE OF SLOPE |
| CE | COVERED ENTRY | O/S | OFFSET | (TP) | TRAVERSE POINT |
| COVP | COVERED PORCH | OHE | OVERHEAD ELECTRIC | UNK | UNKNOWN |
| CS | CONCRETE SLAB | OR | OFFICIAL RECORD | WD | WOOD |
| D | DEED INFORMATION | ORB | OFFICIAL RECORD BOOK | × 16.4 = | SPOT ELEVATION |
| DUE | DRAINAGE & UTILITY EASEMENT | P/C | PROPERTY CORNER | | |
| EL | ELEVATION | P/L | PROPERTY LINE | = | LIGHT POLE |
| ELEV | ELEVATION | P | PLAT | = | WOOD POWER POLE |
| ENC | ENCROACHMENT | PB | PLAT BOOK | = | SANITARY MANHOLE |
| EP | EDGE OF PAVEMENT | PG | PAGE | | |
| FNC | FENCE | PI | POINT OF INTERSECTION | = | ACACIA TREE |
| FC | "F" CURB | P/L | PROPERTY LINE | | |
| FFE | FINISHED FLOOR ELEVATION | PLS | PROFESSIONAL LAND SURVEYOR | = | OAK TREE |
| FND | FOUND | POB | POINT OF BEGINNING | | |
| ID | IDENTIFICATION | POC | POINT OF COMMENCEMENT | = | PALM TREE SIZE/TRUNK HEIGHT |
| ILL | ILLEGIBLE | PROP | PROPOSED | | |
| INT | INTERSECTION | PRM | PERMANENT REFERENCE MONUMENT | | |
| INV | INVERT | PSM | PROFESSIONAL SURVEYOR & MAPPER | | |
| | | PVC | POLYVINYL CHLORIDE | | |

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON FEBRUARY 14, 2023. I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE STANDARD OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA (PSM)#6285


VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
1449 NW COMMERCE CENTRE DRIVE
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com
VELCON ENGINEERING & SURVEYING


# BOUNDARY AND TOPOGRAPHIC SURVEY
LYING IN ST. LUCIE COUNTY
SECTION 17, TOWNSHIP 35S, RANGE 40E

| BY | DATE | REVISIONS |
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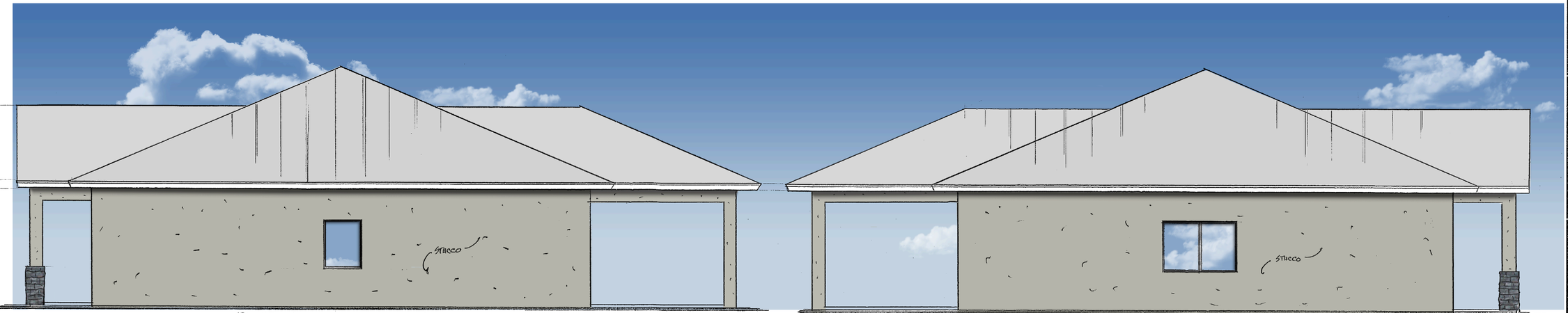
| GJS | 02-15-23 | ADD TREES |

DRAWN BY: HN
APPROVED BY: R. KEMERSON
SCALE: 1" = 20'
DATE: 07/29/22
FIELD BOOK/PAGES: SURVEY MAP

JOB NUMBER: 22-2202

SHEET: 1 OF 1



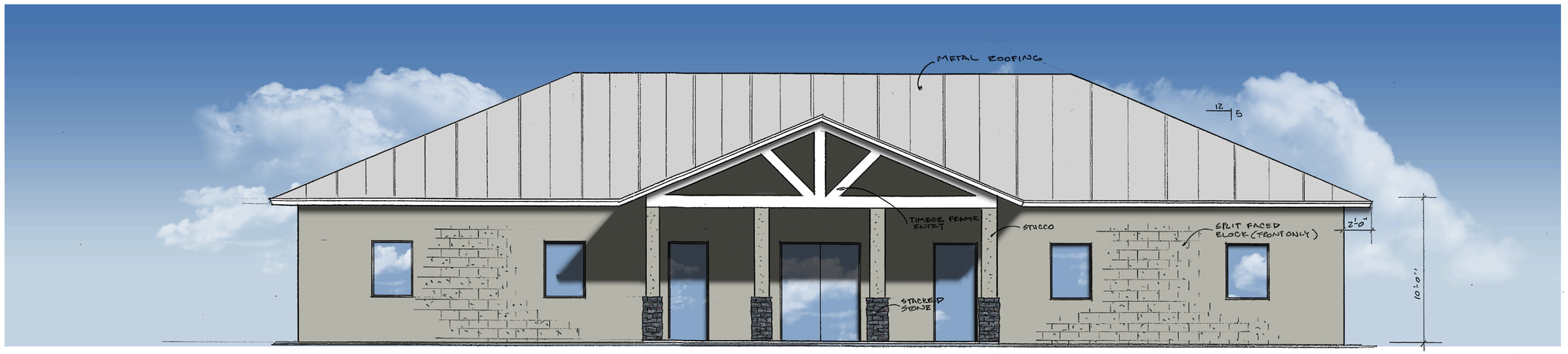

RIGHT SIDE ELEVATION
1/4"




LEFT SIDE ELEVATION
1/4"




REAR ELEVATION
1/4"




FRONT ELEVATION
1/4"

EXTERIOR COLOR- SW6198 SENSIBLE HUE
COLUMNS AND FASCIA SW7006 EXTRA WHITE
BLACK/BRONZE STOREFRONTS
ROOF MILL FINISH (GALVALUME)

ARCHITECT

Architectonic Inc

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KEY PLAN

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OF

OFFICE

PROJECT NUMBER C 220602

DATE

TC cont

# SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
# 2006 HARTMAN ROAD
# TREASURE COAST GENERAL CONTRACTORS
# FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

AACE FILE NO. 22-309


ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

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Port St. Lucie, Florida 34983
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www.aaceinc.com

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## 2006 HARTMAN ROAD | TREASURE COAST GENERAL CONTRACTORS
## FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

AACE FILE NO. 22-309


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- Appendix IV AACE Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE File No. 22-309
November 3, 2022

Treasure Coast General Contractors, LLC
1700 Copenhaver Road
Fort Pierce, FL 34945

Attention: Mr. Devin Wheaton

**SUBSURFACE SOIL EXPLORATION AND**
**GEOTECHNICAL ENGINEERING EVALUATION**
**2006 HARTMAN ROAD | TREASURE COAST GENERAL CONTRACTORS**
**FORT PIERCE, ST. LUCIE COUNTY, FLORIDA**

## 1.0 INTRODUCTION

In accordance with your request and authorization, Andersen Andre Consulting Engineers, Inc. (AACE) has completed a subsurface exploration and geotechnical engineering analyses for the above referenced project. The purpose of performing this exploration was to explore shallow soil types and groundwater levels as they relate to the proposed construction, and restrictions which these soil and groundwater conditions may place on the proposed site development. Our work included Standard Penetration Test (SPT) borings, hand auger borings, soil hydraulic conductivity and infiltration testing, laboratory testing, and engineering analysis. This report documents our explorations and tests, presents our findings, and summarizes our conclusions and recommendations.

## 2.0 EXECUTIVE SUMMARY

The following summary is intended to provide a brief overview of our findings and recommendations; however, the report should be read in its entirety by the project design team members.

- The proposed building sites, at the locations explored, were found to be underlain by soils which are generally satisfactory to support the proposed construction on conventional spread foundations. A maximum design foundation bearing pressure of 2,500 pounds per square foot (psf) is recommended for the proposed structures.

- Typical pavement sections consisting of an asphaltic or rigid concrete wearing surface atop a calcareous base, followed by a stabilized subgrade on compacted natural soils is considered appropriate for the project, provided adequate separation between the pavement section and the seasonal high water table elevation can be maintained.

- Site preparation procedures will include clearing, stripping and grubbing of all surface vegetation and organic topsoil, followed by proofrolling of building and pavement areas.

- The groundwater table was encountered at depths of 1.5-3.0 feet below the existing grades.

## 3.0 SITE INFORMATION AND PROJECT UNDERSTANDING

### *3.1 Site Location and Description*

The ±2.5 acre subject site is located at 2006 Hartman Road in Fort Pierce, St. Lucie County, Florida (within Section 17, Township 35 South, Range 40 East, Parcel IDs 2417-332-0006-000-8 & 2417-332-0005-000-1). The location of the subject site is graphically depicted on the Site Vicinity Map (2021 aerial photograph) as well as on a reproduction of the USGS Topographic Quadrangle Map of "Fort Pierce, Florida", both presented on our Figure No. 1. The USGS Quadrangle Map depicts the subject property as being relatively level with an average surface elevation of about 15 feet relative to the National Geodetic Vertical Datum of 1929. Two small structures are visible on the USGS map within the northwest portion of the property, resembling closely the locations of the two minor structures currently present within this portion of the site. Additional site conditions include internal fencing and a small, low/overgrown mound (refer to Figure No. 2 for approximate location).

### *3.2 Review of USDA Soil Survey*

According to the USDA NRCS Web Soil Survey, the predominant surficial soil types in the area where the site is located are the following:

- Ankona and Farmton sands (USDA Map Unit 2)
  [within the ± ⅔ eastern portion of site]

- Pineda sand, 0 to 2 percent slopes (USDA Map Unit 32)
  [within the ± ⅓ western portion of site]

These soil types are both described by the USDA NRCS to consist of poorly drained, sandy and loamy marine deposits originating from within flatwoods, flats and drainageways on historic marine terraces, with sands, loamy sands and sandy loam present to depths in excess of 80 inches below grade.

The approximate location of the subject site was superimposed on an aerial photograph obtained from the USDA Web Soil Survey and is shown on Figure No. 1. Further, the USDA Web Soil Survey summary report is included in Appendix I.

### *3.3 Project Understanding*

Based on our conversations and our review of the provided site plan (prepared by LaConte Engineering and dated 08/12/22), we understand that the project will consist of constructing a single-story CMU office building (3,000SF) and a single-story CMU shop/warehouse (10,000SF). For construction of this type we expect maximum wall loads of 1-2 kips per lineal foot and maximum column loads of 150 kips (if any). We expect that a maximum of 2-3 feet of fill will be needed to raise the building grades.

Additional site improvements will include flexible and rigid pavement systems along with stormwater retention areas.

Details of the provided Site Plan are presented as our Field Work Location Plan, Figure No. 2.

## 4.0 FIELD EXPLORATION PROGRAM

To explore subsurface conditions at the site, the exploration program summarized in Table 1 below was completed:

**Table 1 - Field Exploration Program**

| Field Work Type | Standard | # of Borings /Tests | Depth Below Grade [feet] | Location |
|---|---|---|---|---|
| Standard Penetration Test (SPT) | ASTM D1586 | 6 | 20 | Refer to Figure No. 2 |
| Auger | ASTM D1452 | 5 | 4-5 | Refer to Figure No. 2 |
| Soil Hydraulic Conductivity Test | SFWMD ERPIM(1) | 1 | 6 | Refer to Figure No. 2 |
| Double-Ring Infiltrometer Test | ASTM D3385 | 1 | NA | Refer to Figure No. 2 |

Note to Table 1: (1) SFWMD Environmental Resource Permit Information Manual, Volume IV

Our site visits and field exploration program were completed in the period October 18 - November 1, 2022. The field work locations shown on Figure No. 2 were determined in the field by our field crew using the provided site plan, aerial photographs, existing site features, and a hand-held GPS instrument. The locations should be considered accurate only to the degree implied by the method of measurement used. We preliminarily anticipate that the actual locations are within 15 feet of those shown on Figure No. 2.

Summaries of AACE's field procedures are presented in Appendix II and the individual boring profiles are presented on the attached on Sheet No. 1. Samples obtained during performance of the borings were visually classified in the field, and representative portions of the samples were transported to our laboratory in sealed sample jars for further classification. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

## 5.0 OBSERVED SUBSURFACE CONDITIONS

### *5.1 General Soil Conditions*

Detailed subsurface conditions are illustrated on the soil boring profiles presented on the attached Sheet No. 1. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

In general, at the locations and depths explored, the majority of our soil borings encountered a thin mantle of topsoil (sands with roots/organics) followed by loose to medium fine sands (SP) to depths of about 13-18 feet, in turn followed by very loose slightly clayey fine sands (SP-SC) and clayey fine sands (SC), and then by soft to medium stiff clay (CL) beginning at an approximate depth of 18 feet and reaching the termination depths of our borings.

The above soil profile is outlined in general terms only. Please refer to the attached Sheet No. 1 for individual soil profile details.

### *5.2 Measured Groundwater Level*

The groundwater table depth as encountered in the borings during the field investigations is shown adjacent to the soil profiles on the attached Sheet No. 1. As can be seen, the groundwater table was generally encountered at depths of about 1.5 to 3.0 feet below the existing ground surface. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

### *5.3 Estimated Normal Seasonal High Groundwater Table*

The groundwater table will fluctuate seasonally, primarily based on rainfall. The normal seasonal high groundwater level is likely during the rainy season in Southeast Florida, typically between June and September of each year. The water table elevations associated with a 100-year flood level (or during an extreme storm event) would be much higher than the normal seasonal high water table elevation. The normal seasonal high groundwater table can also be influenced by the presence of relief points such as canals, lakes, ponds, swamps, etc., as well as by the drainage characteristics of the in-situ soils.

Based upon our field exploration, our observation of recovered soil samples and on review of the soil survey, we estimate that the normal seasonal high groundwater level at the boring locations is about 1 foot above the levels encountered in the borings.

The estimated normal seasonal high groundwater levels do not provide any assurance that the groundwater levels will not exceed these estimated levels during any given year in the future. Drainage impediments, storm events or other such occurrences may result in groundwater levels exceeding our estimates.

If a more accurate determination of the seasonal groundwater level variations on this site is prudent for the design of the project, we would recommend installing a number of piezometers and performing periodic monitoring of the ambient groundwater levels.

### *5.4 Soil Hydraulic Conductivity Testing*

One (1) soil hydraulic conductivity test was performed at the approximate location shown on Figure No. 2. In general, the test was performed in substantial accordance with methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (ERPIM), Volume IV, and yielded the following results:

**Table 2 - Soil Hydraulic Conductivity Test Results**

| Test No. | Groundwater Depth (ft-bls) | Flow Rate, Q (cfs) | Hydraulic Conductivity, K (cfs/sqf - ft head) |
|---|---|---|---|
| EX-1 | 2.5 | $7.4 \times 10^{-4}$ | $3.8 \times 10^{-5}$ |

The soil hydraulic conductivity test report is included in Appendix III.

### *5.5 Double-Ring Infiltrometer Testing*

One (1) double-ring infiltrometer (DRI) test was performed at the approximate location shown on Figure No. 2. This test was completed in general accordance with the procedures recommended in ASTM D3385, and yielded the following results:

**Table 3 - DRI Test Results**

| Test No. | Inner Ring Vertical Infiltration Rate, $V_{IR}$ [in/hr] | Annular Space Vertical Infiltration Rate, $V_A$ (in/hr] |
|---|---|---|
| DRI-1 | 9.1 | 9.7 |

The DRI test report is included in Appendix III.

## 6.0 LABORATORY TESTING PROGRAM

Our drillers observed the soil recovered from the SPT sampler and the augers, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The recovered soil samples, along with the field boring logs, were transported to our Port St. Lucie soils laboratory where they were visually examined by AACE's project engineer to determine their engineering classification. The visual classification of the samples was performed in accordance with the Unified Soil Classification System, USCS. Further, representative samples were selected for index laboratory testing, consisting of moisture content tests (ASTM D2216) and percent fines tests (ASTM D1140). These tests were performed to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils.

The results of our classifications and laboratory analyses are presented on the soil boring profiles presented on Sheet No. 1.

## 7.0 GEOTECHNICAL ENGINEERING EVALUATION

### *7.1 General*

Based on the findings of our site exploration, our evaluation of subsurface conditions, and judgment based on our experience with similar projects, we conclude that the soils underlying this site are generally satisfactory to support the proposed single-story construction on conventional spread foundations or monolithic (thickened-edge) slabs. However, in our opinion, the bearing capacity of the loose near-surface soils should be improved in order to reduce the risk of unsatisfactory foundation performance. The general soil improvement we recommend includes proofrolling the individual building sites site with a heavy vibratory roller.

Following are specific recommendations for site preparation procedures, foundation design, and pavement systems for the project.

### *7.2 Site Preparation Recommendations*

#### 7.2.1 Clearing

The site surface should be cleared, grubbed and stripped of all vegetation, topsoil, trash and debris. Stumps should be removed entirely and their excavations backfilled with clean granular soils, compacted to the specifications noted below. Similarly, remnants from former building foundations, utilities (incl. septic tanks, drainfields, etc.) should be reclaimed and backfilled.

7.2.2 Compaction Procedures

Following clearing, the proposed building and pavement areas should be proofrolled with a 10 ton (minimum) vibratory roller; any soft, yielding soils detected should be excavated and replaced with clean, compacted backfill that conforms with the recommendations below. Sufficient passes should be made during the proofrolling operations to produce dry densities not less than 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material to depths of 1 foot below the cleared, compacted surface, or 2 feet below the bottom of footings, whichever is lower. In any case, the building and pavement areas should receive not less than 10 overlapping passes, half of them in each of two perpendicular directions.

We recommend that the site preparation contractor closely monitor the vibrations produced during the proofrolling operations so that they do not adversely affect any nearby structures.

After the exposed surface has been proofrolled and tested to verify that the desired dry density has been obtained, the building and pavement areas may be filled to the desired grades. All fill material should conform to the recommendations below. It should be placed in uniform layers not exceeding 12 inches in loose thickness. Each layer should be compacted to a dry density not less than 95 percent of its modified Proctor (ASTM D1557) maximum value.

After completion of the general site preparations discussed above, the bottom of foundation excavations dug through the compacted natural ground, fill or backfill, should be compacted so as to densify soils loosened during or after the excavation process, or washed or sloughed into the excavation prior to the placement of forms. A vibratory, walk-behind plate compactor can be used for this final densification immediately prior to the placement of reinforcing steel, with previously described density requirements to be maintained below the foundation level.

Following removal of foundation forms, backfill around foundations should be placed in lifts six inches or less in thickness, with each lift individually compacted with a plate tamper. The backfill should be compacted to a dry density of at least 95 percent of the modified Proctor (ASTM D1557) maximum dry density.

7.2.3 Fill Material

All fill material under the buildings and pavement should consist of clean sands free of organics and other deleterious materials. The fill material should have not more than 12 percent by dry weight passing the U.S. No. 200 sieve, and no particle larger than 3 inches in diameter. Backfill behind walls, if any, should be particularly pervious, with not more than 4 percent by dry weight passing the U.S. #200 sieve.

### *7.3 Building Foundation and Slab Design*

After the foundation soils have been prepared as recommended above, the site should be suitable for supporting the proposed single-story construction on conventional shallow foundations or monolithic (thickened-edge) slabs proportioned for an allowable bearing stress of 2,500 pounds per square foot [psf], or less.

To provide an adequate factor of safety against a shearing failure in the subsoils, all continuous foundations should be at least 18 inches wide, and all individual column footings should have a minimum width of 36 inches. Exterior foundations should bear at least 18 inches below adjacent outside final grades.

Based upon the boring information and the assumed loading conditions, we estimate that the recommended allowable bearing stress will provide a minimum factor of safety in excess of two against bearing capacity failure. With the site prepared and the foundations designed and constructed as recommended, we anticipate total settlements of one inch or less, and differential settlement between adjacent similarly loaded footings of less than one-quarter of an inch. Because of the granular nature of the subsurface soils, the majority of the settlements should occur during construction; post-construction settlement should be minimal.

We recommend that representatives of AACE inspect all footing excavations in order to verify that footing bearing conditions are consistent with expectations. Foundation concrete should not be cast over a foundation surface containing topsoil or organic soils, trash of any kind, surface made muddy by rainfall runoff, or groundwater rise, or loose soil caused by excavation or other construction work. Reinforcing steel should also be clean at the time of concrete casting. If such conditions develop during construction, the reinforcing steel must be lifted out and the foundation surface reconditioned and approved by AACE.

After the ground surface is proofrolled and filled, if necessary, as recommended in this report, the floor slab can be placed directly on the prepared subgrade. For design purposes, we recommend using a subgrade reaction modulus of 150 pounds per cubic inch (pci) for the compacted shallow sands. In our opinion, a highly porous base material is not necessary. We recommend to use a minimum of 10 mil polyolefin film as the main component of a vapor barrier system.

## 8.0 PAVEMENT RECOMMENDATIONS

### *8.1 General*

Actual pavement section thickness should be provided by the project Civil Engineer based on traffic loads, volume, and the owners design life requirements. The following sections represent minimum thicknesses representative of typical load and construction practices and as such periodic maintenance should be anticipated. In addition, recommendations for a rigid pavement design are presented for use in delivery areas, dumpster pads, etc.

We recommend that the pavement sections be installed late in construction when most heavy construction traffic has ceased. If base material is placed during construction to provide a working surface it should be proofrolled, leveled, and thickened as required prior to paving at the end of construction.

### *8.2 Flexible Pavement Sections*

We recommend a pavement section consisting of an asphaltic concrete wearing surface on a calcareous base course supported on stabilized subbase over well-compacted subgrade.

After clearing and proofrolling the site surface as previously recommended, the surficial soils should be suitable to support the pavement sections. The embankment material should be compacted to a dry density of 98 percent of the modified Proctor (ASTM D1557/AASHTO T-180) maximum dry density of the compacted soil to a depth of one foot below the surface.

#### 8.2.1 Stabilized Subgrade

The subbase material to a depth of 12 inches should have a minimum Limerock Bearing Ratio (LBR) value (FDOT FM 5-515) of 40 and it should be compacted to at least 98 percent of its modified Proctor (ASTM D1557 or AASHTO T-180) maximum dry density.

8.2.2 Base Course

The base course may consist of crushed limerock or coquina and should have a minimum Limerock Bearing Ratio (LBR) value (FDOT FM 5-515) of 100. We recommend a base course at least 6 inches thick for standard pavements and a base course of 10 inches for heavy-duty pavements.

The 6-inch base course may be placed and compacted in a single layer, however, the 10-inch base course should be placed and compacted in two layers. All base course material should be compacted to at least 98 percent of its modified Proctor maximum dry density. We note that it is typically recommended that the bottom of a calcareous base course is separated from the Seasonal High Groundwater Table by at least 18 inches to avoid deterioration of the base course. If this cannot be achieved, the use of asphaltic "black" base (FDOT Type B-12.5) is recommended.

8.2.3 Asphalt Surface

We recommend an FDOT Type SP-9.5 or SP-12.5 asphaltic wearing surface. We recommend a wearing surface 1.5 inches thick on standard pavement and 2.5 inches thick on heavy-duty pavement. The 2.5-inch wearing surface should be placed and compacted in two layers. Care must be exercised to place the asphalt over dry, well primed base material.

8.2.4 Flexible Pavement Summary

The above recommendations should provide high quality pavement. If greater risk of more frequent pavement maintenance and repair is acceptable, then the above recommendations could be relaxed somewhat. Table 4 summarizes the recommended flexible pavement sections.

**Table 4 - Flexible Pavement Summary**

| Traffic Group | Thickness [inches] | | | Structural Number |
|---|---|---|---|---|
| | Stabilized Subgrade | Base Course | Asphalt Surface | |
| Light Duty (interior roads): Auto parking area, light panel and pickup trucks; average gross vehicle weight of 4,000 lbs. | 12 | 6 | 1.5 | 2.7 |
| Heavy Duty: Bus drop-off areas, delivery trucks; average gross vehicle weight of 25,000 lbs | 12 | 10 | 2.5 | 3.8 |

### *8.3 Rigid Pavement Sections*

After clearing and proofrolling the site surface as previously recommended, the surficial soils should be suitable to support the pavement sections. The subgrade material should be compacted to a dry density of 98 percent of the modified Proctor (ASTM D1557 or AASHTO T-180) maximum dry density of the compacted soil to a depth of two feet below the surface. The subgrade surface should be saturated immediately prior to concrete placement to provide adequate moisture for curing of the concrete.

We recommend a six-inch thick pavement section of Portland cement concrete. The concrete should have a minimum 28-day compressive strength of 4,000 psi. Construction control joints should be placed no more than 15 feet apart in either direction and should be at least one-quarter of the thickness of the concrete. They should be cut as soon as the concrete will support the crew and equipment (8 to 12 hours). The concrete should be cured by moist curing or by application of a liquid curing compound. The steel reinforcement within the concrete pavement should be designed by the project civil or structural engineer.

### *8.4 Curbing*

The curbing around landscaped areas adjacent to pavement should be constructed with full-depth curb sections. Use of extruded curb sections that lie directly above the final asphalt surface, or omission of the curbing, can allow migration of irrigation water from the landscaped areas. The excess water often causes separation of the asphalt wearing surface from the base and softening of the base material, resulting in early deterioration of the pavement.

## 9.0 QUALITY CONTROL PROGRAM

We recommend establishing a robust quality control program to verify that all site preparation and foundation and pavement construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Andersen Andre Consulting Engineers, Inc.

## 10.0 CLOSURE

The geotechnical evaluation submitted herein is based on the data obtained from the soil boring and test profiles presented on Sheet No. 1, and our understanding of the project as previously described. Limitations and conditions to this report are presented in Appendix IV.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices for the exclusive use of Treasure Coast General Contractors, LLC. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us.

Sincerely,
**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**

Peter G. Andersen, P.E.
Principal Engineer
Fla. Reg. No. 57956

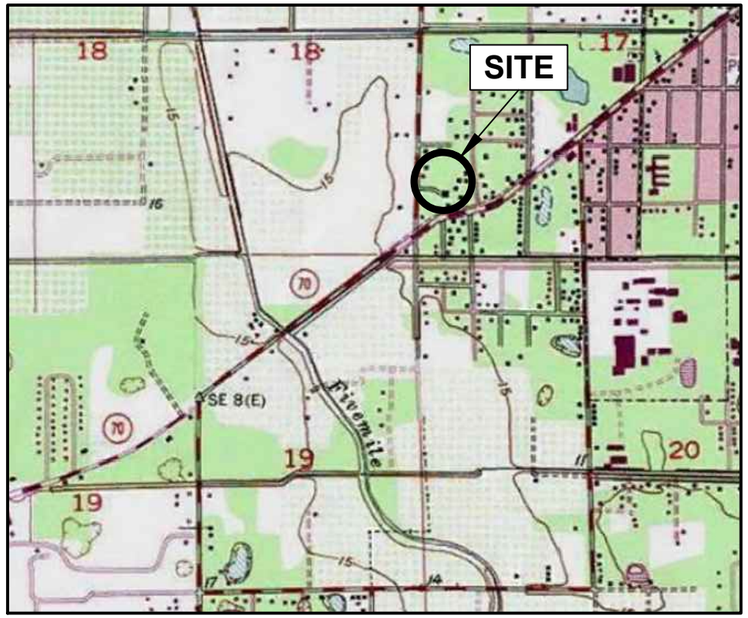
David P. Andre, P.E.
Principal Engineer
Fla. Reg. No. 53969

This report has been digitally signed by Peter G. Andersen, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**2021 AERIAL PHOTOGRAPH**




**USGS TOPOGRAPHIC QUADRANGLE MAP OF**
**"Fort Pierce, FL"**




**USDA SOIL SURVEY MAP**




**PUBLIC LAND SURVEY SYSTEM**

Section 17, Township 35 South, Range 40 East

**ST. LUCIE COUNTY PROPERTY APPRAISER**

Parcel 2417-332-0006-000-8 (2.01 acres)
Parcel 2417-332-0005-000-1 (0.46 acres)

**USDA NRCS SOIL TYPES IN VICINITY OF SITE**

2: Ankona and Farmton sands
32: Pineda sand, 0 to 2 percent slopes

NORTH

**NOT TO SCALE**

Graphical sources:
- Google Earth Pro
- QUADS/Earth Survey
- USDA NRCS Web Soil Survey


**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com


**SITE VICINITY MAPS**

SUBSRFACE SOIL EXPLORATION
AND GEOTECHNICAL ENGINEERING EVALUATION
2006 HARTMAN ROAD
TREASURE COAST GENERAL CONTRACTORS
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

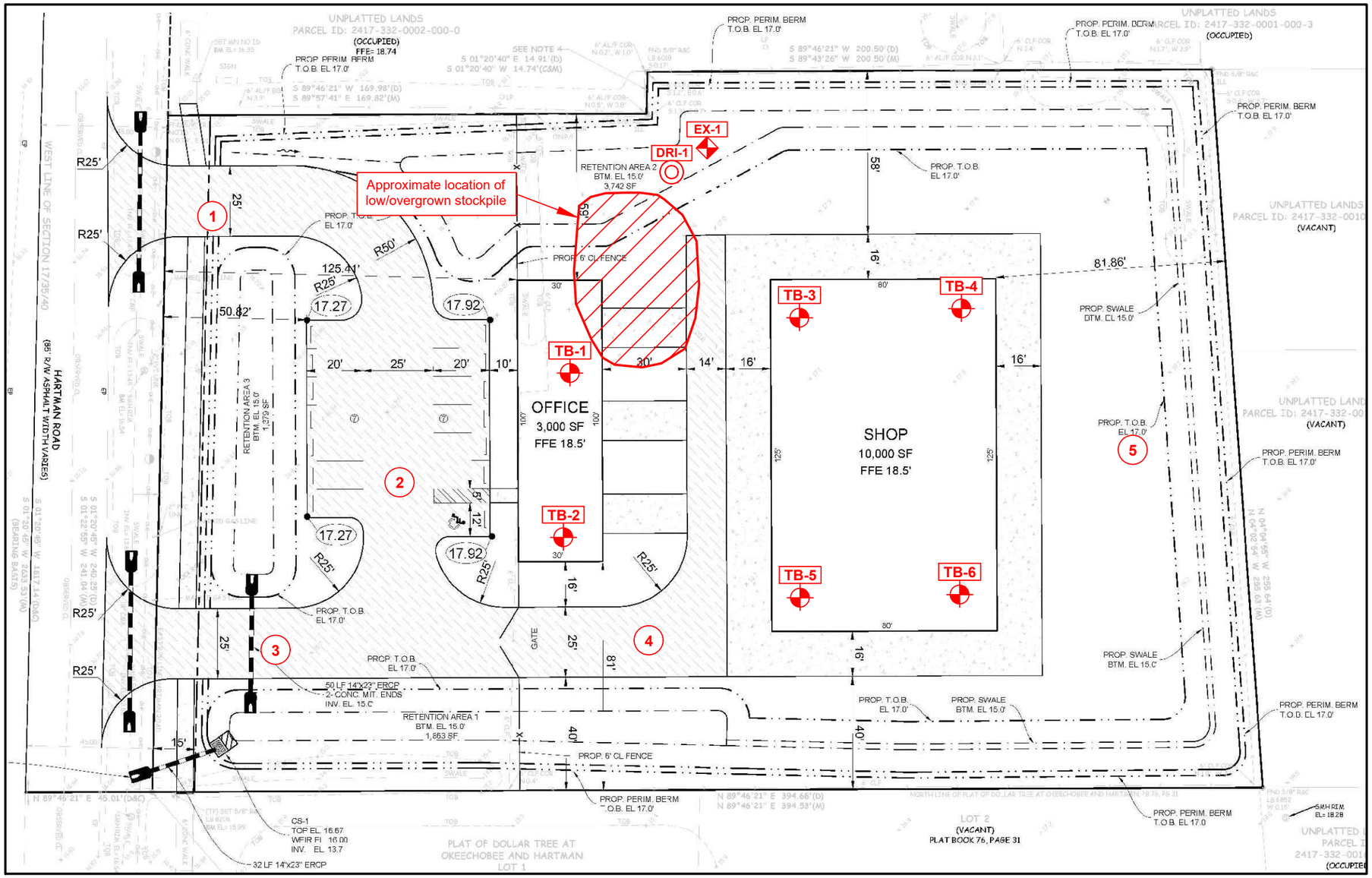
| | |
|---|---|
| Drawn by: TCA | Date: November 2022 |
| Checked by: PGA | Date: November 2022 |
| AACE File No: 22-309 | **Figure No. 1** |

## LEGEND

- **TB-#** — Standard Penetration Test Boring
- **#** — Hand Auger Boring (HAB-#)
- **EX-#** — Exfiltration Test
- **DRI-#** — Double-Ring Infiltrometer Test

## NOTES

Shown and noted field work locations are approximate, and were located using the provided site plan, aerial photographs, existing site features, and a hand-held GPS instrument. Atmospheric disturbances, forest canopy cover, local weather conditions, etc. may affect the accuracy of the GPS instrument readings. The shown field work locations should be considered accurate only to the degree implied by the method of measurement used.




**NOT TO SCALE**

**Graphical source:**
**Preliminary Site Plan by LaConte Engineering (08/12/22)**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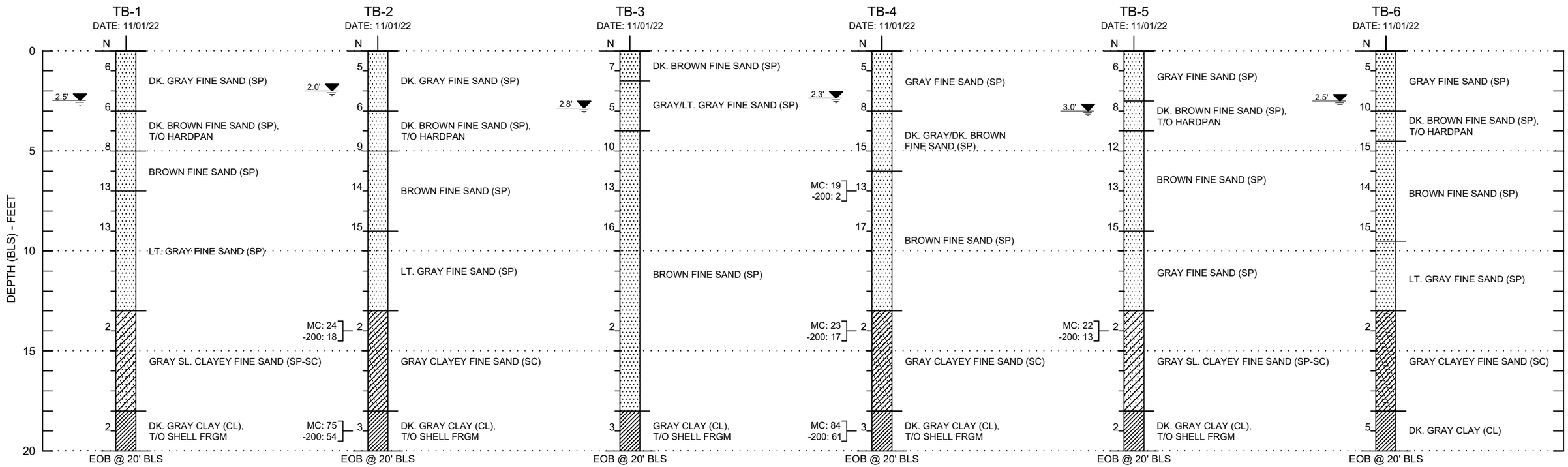
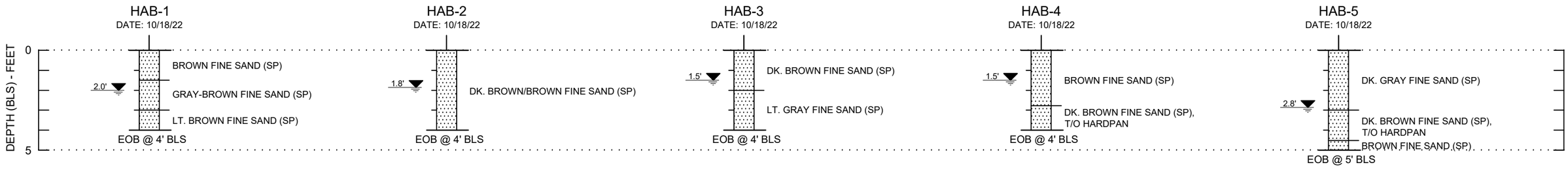
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com


**FIELD WORK LOCATION PLAN**

SUBSRFACE SOIL EXPLORATION
AND GEOTECHNICAL ENGINEERING EVALUATION
2006 HARTMAN ROAD
TREASURE COAST GENERAL CONTRACTORS
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

| | |
|---|---|
| Drawn by: TCA | Date: November 2022 |
| Checked by: PGA | Date: November 2022 |
| AACE File No: 22-309 | **Figure No. 2** |




## SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY CLAYEY FINE SAND (SP-SC)
- CLAYEY FINE SAND (SC)
- CLAY (CL)

NOTE: 3"-6" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

## DRILLING NOTES:

| | |
|---|---|
| TB-# | STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586) |
| N | SPT RESISTANCE IN BLOWS PER FOOT |
| HAB | HAND AUGER BORING (ASTM D1452) |
| X.X' ▽ | GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING |
| EOB | END OF BORING |
| BLS | BELOW LAND SURFACE |
| FRGM | FRAGMENTS |
| SP, SP-SC, SC, CL | UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS |
| MC | NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216) |
| -200 | PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140) |

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL


**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com


**SOIL BORING PROFILES**

SUBSRFACE SOIL EXPLORATION
AND GEOTECHNICAL ENGINEERING EVALUATION
2006 HARTMAN ROAD
TREASURE COAST GENERAL CONTRACTORS
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

| | |
|---|---|
| Drawn by: PGA | Date: November 2022 |
| Checked by: DPA | Date: November 2022 |
| AACE File No: 22-309 | **Sheet No. 1** |

# APPENDIX I

USDA Soil Survey Information

United States Department of Agriculture

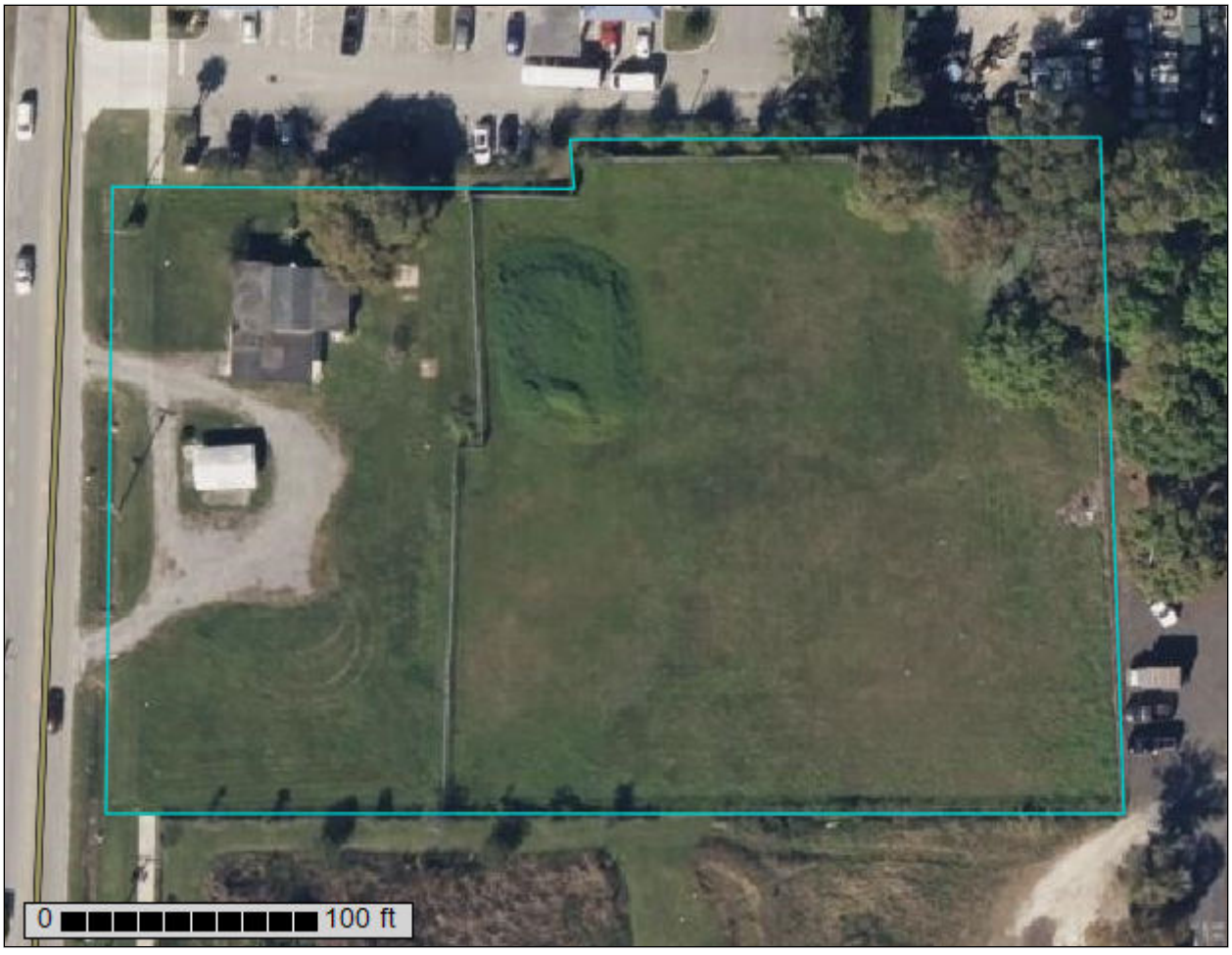
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for St. Lucie County, Florida

## Hartman Drive




October 23, 2022

# Custom Soil Resource Report
## Soil Map




Map Scale: 1:677 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 10 20 40 60

Feet: 0 30 60 120 180

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

## MAP LEGEND

**Area of Interest (AOI)**
- Area of Interest (AOI)

**Soils**
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

**Special Point Features**
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

**Water Features**
- Streams and Canals

**Transportation**
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**
- Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 16, Sep 2, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| 2 | Ankona and Farmton sands | 1.5 | 66.4% |
| 32 | Pineda sand, 0 to 2 percent slopes | 0.8 | 33.6% |
| **Totals for Area of Interest** | | **2.3** | **100.0%** |

# Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

# St. Lucie County, Florida

## 2—Ankona and Farmton sands

**Map Unit Setting**

*National map unit symbol:* 1jptv
*Elevation:* 0 to 200 feet
*Mean annual precipitation:* 49 to 58 inches
*Mean annual air temperature:* 70 to 77 degrees F
*Frost-free period:* 350 to 365 days
*Farmland classification:* Not prime farmland

**Map Unit Composition**

*Ankona and similar soils:* 50 percent
*Farmton and similar soils:* 40 percent
*Minor components:* 10 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Ankona**

**Setting**

*Landform:* Flatwoods on marine terraces
*Landform position (three-dimensional):* Talf
*Down-slope shape:* Convex
*Across-slope shape:* Linear
*Parent material:* Sandy and loamy marine deposits

**Typical profile**

*A - 0 to 11 inches:* sand
*E - 11 to 38 inches:* sand
*Bh - 38 to 48 inches:* loamy sand
*Btg - 48 to 57 inches:* sandy loam
*Cg - 57 to 80 inches:* loamy fine sand

**Properties and qualities**

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* 31 to 50 inches to ortstein
*Drainage class:* Poorly drained
*Runoff class:* High
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* About 6 to 18 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
*Sodium adsorption ratio, maximum:* 4.0
*Available water supply, 0 to 60 inches:* Very low (about 1.5 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 4w
*Hydrologic Soil Group:* C/D
*Ecological site:* F156BY040FL - Sandy Pine Flatwoods and Hammocks
*Forage suitability group:* Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)

*Other vegetative classification:* Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
*Hydric soil rating:* No

### Description of Farmton

#### Setting

*Landform:* Flatwoods on marine terraces
*Landform position (three-dimensional):* Interfluve, talf
*Down-slope shape:* Convex
*Across-slope shape:* Linear
*Parent material:* Sandy and loamy marine deposits

#### Typical profile

*A - 0 to 7 inches:* sand
*E - 7 to 34 inches:* sand
*Bh - 34 to 50 inches:* sand
*Btg - 50 to 80 inches:* sandy loam

#### Properties and qualities

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Poorly drained
*Runoff class:* High
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* About 6 to 18 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
*Sodium adsorption ratio, maximum:* 4.0
*Available water supply, 0 to 60 inches:* Moderate (about 6.9 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 4w
*Hydrologic Soil Group:* B/D
*Ecological site:* F156BY040FL - Sandy Pine Flatwoods and Hammocks
*Forage suitability group:* Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
*Other vegetative classification:* Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
*Hydric soil rating:* No

### Minor Components

#### Electra

*Percent of map unit:* 4 percent
*Landform:* Knolls on marine terraces, rises on marine terraces
*Landform position (three-dimensional):* Interfluve
*Down-slope shape:* Convex
*Across-slope shape:* Linear
*Ecological site:* F156BY045FL - Sandy Scrubby Flatwoods on Rises and Knolls
*Other vegetative classification:* Sandy soils on rises and knolls of mesic uplands (G156BC131FL)
*Hydric soil rating:* No

**Waveland**

*Percent of map unit:* 3 percent
*Landform:* Flatwoods on marine terraces
*Landform position (three-dimensional):* Talf
*Down-slope shape:* Convex
*Across-slope shape:* Linear
*Ecological site:* F156BY040FL - Sandy Pine Flatwoods and Hammocks
*Other vegetative classification:* Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
*Hydric soil rating:* No

**Lawnwood**

*Percent of map unit:* 3 percent
*Landform:* Marine terraces on flatwoods
*Landform position (three-dimensional):* Talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* F156BY040FL - Sandy Pine Flatwoods and Hammocks
*Other vegetative classification:* Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
*Hydric soil rating:* No

## 32—Pineda sand, 0 to 2 percent slopes

**Map Unit Setting**

*National map unit symbol:* 2x1nb
*Elevation:* 0 to 100 feet
*Mean annual precipitation:* 47 to 58 inches
*Mean annual air temperature:* 70 to 77 degrees F
*Frost-free period:* 355 to 365 days
*Farmland classification:* Farmland of unique importance

**Map Unit Composition**

*Pineda and similar soils:* 85 percent
*Minor components:* 15 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Pineda**

**Setting**

*Landform:* Flats on marine terraces, drainageways on marine terraces
*Landform position (three-dimensional):* Tread, talf, dip
*Down-slope shape:* Linear
*Across-slope shape:* Linear, concave
*Parent material:* Sandy and loamy marine deposits

**Typical profile**

*A - 0 to 5 inches:* sand
*E - 5 to 19 inches:* sand

*Bw - 19 to 35 inches:* sand
*Btg/E - 35 to 38 inches:* sandy loam
*Btg - 38 to 60 inches:* sandy loam
*Cg - 60 to 80 inches:* loamy sand

**Properties and qualities**

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Poorly drained
*Runoff class:* Very high
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* About 3 to 18 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum content:* 4 percent
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
*Sodium adsorption ratio, maximum:* 4.0
*Available water supply, 0 to 60 inches:* Low (about 4.6 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 3w
*Hydrologic Soil Group:* C/D
*Forage suitability group:* Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
*Other vegetative classification:* Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
*Hydric soil rating:* Yes

**Minor Components**

**Malabar**

*Percent of map unit:* 6 percent
*Landform:* — error in exists on —
*Landform position (three-dimensional):* Tread, talf, dip
*Down-slope shape:* Linear, concave
*Across-slope shape:* Linear, concave
*Other vegetative classification:* Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
*Hydric soil rating:* Yes

**Wabasso**

*Percent of map unit:* 5 percent
*Landform:* Flatwoods on marine terraces
*Landform position (three-dimensional):* Tread, talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Other vegetative classification:* South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
*Hydric soil rating:* No

**Valkaria**

*Percent of map unit:* 2 percent
*Landform:* Drainageways on flatwoods on marine terraces
*Landform position (three-dimensional):* Tread, talf, dip
*Down-slope shape:* Linear

*Across-slope shape:* Linear, concave
*Other vegetative classification:* Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
*Hydric soil rating:* Yes

**Brynwood**

*Percent of map unit:* 2 percent
*Landform:* Flatwoods on marine terraces
*Landform position (three-dimensional):* Tread, talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Other vegetative classification:* South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
*Hydric soil rating:* Yes

# APPENDIX II

## General Notes
(Soil Borings, Sampling and Testing Methods)

# ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

## SOIL BORING, SAMPLING AND TESTING METHODS

### GENERAL

Andersen Andre Consulting Engineers, Inc. (AACE) borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that groundwater will not be encountered at that boring location at some other point in time.

### STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6m) long, 2-inch (50mm) O.D. split-barrell sampler attached to the end of a string of drilling rods is driven 24 inches (0.60m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76m). The number of blows needed for each 6 inches (0.15m) increments penetration is recorded. The sum of the blows required for penetration of the middle two 6-inch (0.15m) increments of penetration constitutes the test result of N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

| **Cohesionless Soils:** | **N-Value** | **Description** |
|---|---|---|
| | 0 to 4 | Very loose |
| | 4 to 10 | Loose |
| | 10 to 30 | Medium dense |
| | 30 to 50 | Dense |
| | Above 50 | Very dense |

| Cohesive Soils: | N-Value | Description | Qu |
|---|---|---|---|
| | 0 to 2 | Very soft | Below 0.25 tsf (25 kPa) |
| | 2 to 4 | Soft | 0.25 to 0.50 tsf (25 to 50 kPa) |
| | 4 to 8 | Medium stiff | 0.50 to 1.0 tsf (50 to 100 kPa) |
| | 8 to 15 | Stiff | 1.0 to 2.0 tsf (100 to 200 kPa) |
| | 15 to 30 | Very stiff | 2.0 to 4.0 tsf (200 to 400 kPa) |
| | Above 30 | Hard | Above 4.0 tsf (400 kPa) |

The tests are usually performed at 5 foot (1.5m) intervals. However, more frequent or continuous testing is done by AACE through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test borings, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling, either with accumulated cuttings or lean cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangement have been made.

**POWER AUGER BORINGS**

Auger borings (ASTM D-1452) are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5m) sections. It is powered by the rotary drill rig. The sample is recovered by withdrawing the auger our of the ground without rotating it. The soil sample so obtained, is classified in the field and representative samples placed in bags or jars and returned to the AACE soils laboratory for classification and testing, if necessary.

**HAND AUGER BORINGS**

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5m]) depth or when access is not available to power drilling equipment. A 3-inch (75mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15m) interval and its contents emptied for inspection. On occasion post-hole diggers are used, especially in the upper 3 feet (1m) or so. Penetrometer probings can be used in the upper 5 feet (1.5m) to determine the relative density of the soils. The soil sample obtained is described and representative samples put in bags or jars and transported to the AACE soils laboratory for classification and testing, if necessary.

**UNDISTURBED SAMPLING**

Undisturbed sampling (ASTM D-1587) implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stoke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed.

**ROCK CORING**

In case rock strata is encountered and rock strength/continuity/composition information is needed for foundation or mining purposes, the rock can be cored (ASTM D-2113) and 2-inch to 4-inch diameter rock core samples be obtained for further laboratory analyses. The rock coring is performed through flush-joint steel casing temporarily installed through the overburden soils above the rock formation and also installed into the rock. The double- or triple-tube core barrels are advanced into the rock typically in 5-foot intervals and then retrieved to the surface. The barrel is then opened so that the core sample can be extruded. Preliminary field measurements of the recovered rock cores include percent recovery and Rock Quality Designation (RQD) values. The rock cores are placed in secure core boxes and then transported to our laboratory for further inspection and testing, as needed.

**SFWMD EXFILTRATION TESTS**

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter hole is augered to depths of about 5 to 7 feet; the bottom one foot is filled with 57-stone; and a 6-foot long slotted PVC pipe is lowered into the hole. The distance from the groundwater table and to the ground surface is recordedand the hole is then saturated for 10 minutes with the water level maintained at the ground surface.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

**LABORATORY TEST METHODS**

Soil samples returned to the AACE soils laboratory are visually observed by a geotechnical engineer or a trained technician to obtain more accurate description of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report.

**THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA**

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is performed in general accordance with the United Soil Classification System and is also based on visual-manual procedures.

BOULDERS (>12" [300 MM]) and COBBLES (3" [75 MM] TO 12" [300 MM]):

**GRAVEL:** Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

| | |
|---|---|
| 0 - 5% | – no mention of gravel in description |
| 5 - 15% | – trace |
| 15 - 29% | – some |
| 30 - 49% | – gravelly (shell, limerock, cemented sands) |

**SANDS:**

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
MEDIUM SAND: No. 40 (425 µm) Sieve to No. 10 (2 mm) Sieve
FINE SAND: No. 200 (75 µm) Sieve to No. 40 (425 µm) Sieve

Descriptive adjectives:

| | |
|---|---|
| 0 - 5% | – no mention of sand in description |
| 5 - 15% | – trace |
| 15 - 29% | – some |
| 30 - 49% | – sandy |

**SILT/CLAY:** < #200 (75µM) Sieve

SILTY OR SILT: $PI < 4$
SILTY CLAYEY OR SILTY CLAY: $4 \leq PI \leq 7$
CLAYEY OR CLAY: $PI > 7$

Descriptive adjectives:

| | |
|---|---|
| < - 5% | – clean (no mention of silt or clay in description) |
| 5 - 15% | – slightly |
| 16 - 35% | – clayey, silty, or silty clayey |
| 36 - 49% | – very |

**ORGANIC SOILS**:

| **Organic Content** | **Descriptive Adjectives** | **Classification** |
|---|---|---|
| 0 - 2.5% | Usually no mention of organics in description | See Above |
| 2.6 - 5% | slightly organic | add “with organic fines” to group name |
| 5 - 30% | organic | SM with organic fines |
| | | Organic Silt (OL) |
| | | Organic Clay (OL) |
| | | Organic Silt (OH) |

**THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA**

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

Organic Clay (OH)

**HIGHLY ORGANIC SOILS AND MATTER:**

| **Organic Content** | **Descriptive Adjectives** | **Classification** |
|---|---|---|
| 30 - 75% | sandy peat | Peat (PT) |
| | silty peat | Peat (PT) |
| > 75% | amorphous peat | Peat (PT) |
| | fibrous peat | Peat (PT) |

**STRATIFICATION AND STRUCTURE:**

| **Descriptive Term** | | **Thickness** |
|---|---|---|
| with interbedded | | |
| seam | -- | less than ½ inch (13 mm) thick |
| layer | -- | ½ to 12-inches (300 mm) thick |
| stratum | -- | more than 12-inches (300 mm) thick |
| pocket | -- | small, erratic deposit, usually less than 1-foot |
| lens | -- | lenticular deposits |
| occasional | -- | one or less per foot of thickness |
| frequent | -- | more than one per foot of thickness |
| calcareous | -- | containing calcium carbonate (reaction to diluted HCL) |
| hardpan | -- | spodic horizon usually medium dense |
| marl | -- | mixture of carbonate clays, silts, shells and sands |

**ROCK CLASSIFICATION (FLORIDA) CHART:**

| Symbol | Typical Description |
|---|---|
| LS | Hard Bedded Limestone or Caprock |
| WLS | Fractured or Weathered Limestone |
| LR | Limerock (gravel, sand, silt and clay mixture) |
| SLS | Stratified Limestone and Soils |

**THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA**

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

## LEGEND FOR BORING LOGS

| | |
|---|---|
| N: | Number of blows to drive a 2-inch OD split spoon sampler 12 inches using a 140-pound hammer dropped 30 inches |
| R: | Refusal (less than six inches advance of the split spoon after 50 hammer blows) |
| MC: | Moisture content (percent of dry weight) |
| OC: | Organic content (percent of dry weight) |
| PL: | Moisture content at the plastic limit |
| LL: | Moisture content at the liquid limit |
| PI: | Plasticity index (LL-PL) |
| qu: | Unconfined compressive strength (tons per square foot, unless otherwise noted) |
| -200: | Percent passing a No. 200 sieve (200 wash) |
| +40: | Percent retained above a No. 40 sieve |
| US: | Undisturbed sample obtained with a thin-wall Shelby tube |
| k: | Permeability (feet per minute, unless otherwise noted) |
| DD: | Dry density (pounds per cubic foot) |
| TW: | Total unit weight (pounds per cubic foot) |

# APPENDIX III

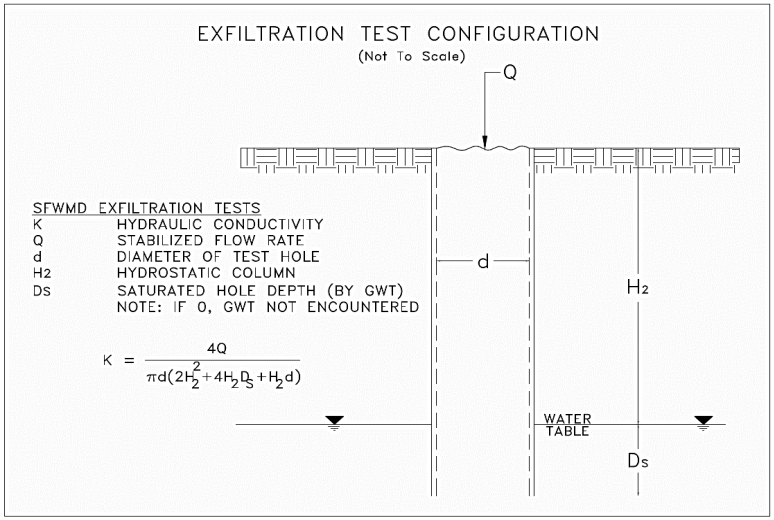
Exfiltration Test and DRI Test Reports

# ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

## SFWMD Usual Open Hole Test

| | | | | | |
|---|---|---|---|---|---|
| **Test Number** | **EX-1** | **Project Name** | **2006 Hartman Road** | **Weather Conditions** | Clear |
| | | **Project Number** | **22-309** | **Temperature** | 89F |
| | | **Test Location** | **Refer to Figure No. 2** | **Technician** | RL/TM |
| | | **Date** | **10/27/2022** | **Engineer** | PA |

| | | |
|---|---|---|
| DIAMETER OF TEST HOLE (FEET): **d** = | 0.5 | |
| DEPTH OF TEST HOLE (FEET): $H_1$ = | 6 | |
| DEPTH TO WATER TABLE (FEET): $H_2$ = | 2.5 | |
| SATURATED HOLE DEPTH (FEET): $D_s$ = | 3.5 | |
| METER READING (Gallons): $V_i$ = | 0 | @ 0.00 MIN |
| METER READING (Gallons): $V_F$ = | 3.3 | @ 10.00 MIN |
| AVERAGE FLOW RATE (GPM) = | 0.33 | |
| **"STABILIZED" FLOW RATE (CFS): Q =** | **7.4E-04** | |
| **HYDRAULIC CONDUCTIVITY (CFS / FT$^2$ - FT. HEAD): K =** | **3.8E-05** | |




| Soil Profile | |
|---|---|
| **Depth (in-bls)** | **Description** |
| 0-8 | Topsoil |
| 8-24 | Gray fine sand (SP) |
| 24-48 | Dark brown fine sand (SP), t/o hardpan |
| 48-72 | Light brown fine sand (SP) |
| Groundwater encountered @ 30" below grade | |

**NOTES:**

The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).

The K-value was calculated based on the exfiltration test procedure as shown hereon.

The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

# ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

## Double-Ring Infiltrometer Test Report (ASTM D3385)

| | | | |
|---|---|---|---|
| **Test Number** | **DRI-1** | **Technician** | RL/TM |
| **Project Name** | 2006 Hartman Road | **Engineer** | PA |
| **Project Number** | 22-309 | **Weather Conditions** | Clear |
| **Test Location** | Refer to Figure No. 2 | **Temperature** | 90F |
| **Date** | 10/27/2022 | **Testing Liquid** | Water |

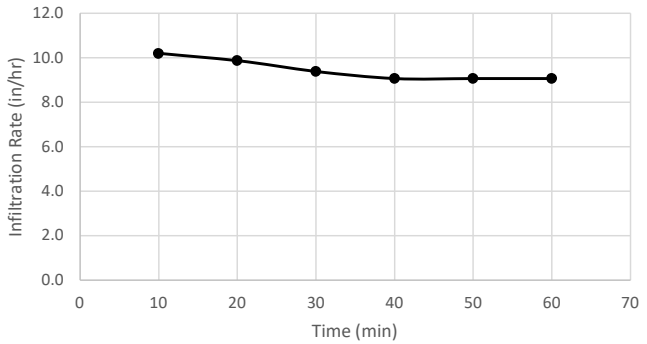
| **SOIL PROFILE** | |
|---|---|
| **Depth (in-bls)** | **Description** |
| 0-5 | Topsoil (REMOVED) |
| 5-30 | Gray-brown fine sand (SP) |
| 30-48 | Dark brown fine sand (SP), t/o hardpan |
| Groundwater encountered @ 28" below grade | |

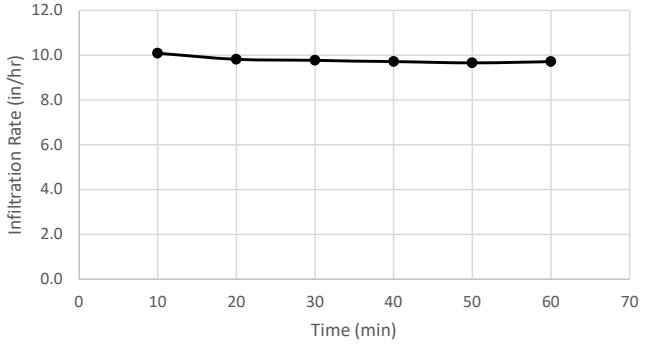
| | | | | | |
|---|---|---|---|---|---|
| **Area of Inner Ring ($in^2$):** | 113.1 | **Test Depth (in):** | 12 | **Depth of Water - Inner Ring (in):** | 6 |
| **Area of Annular Space ($in^2$):** | 339.3 | **Ring Seating (in):** | 6 | **Depth of Water - Annular Space (in):** | 6 |

| **Cycle No.** | **Incremental Test Time (min)** | **INNER RING** | | | **ANNULAR SPACE** | | |
|---|---|---|---|---|---|---|---|
| | | **Incremental Flow** (ml) | **Incremental Flow** ($in^3$) | **Infiltration Rate** (in/hr) | **Incremental Flow** (ml) | **Incremental Flow** ($in^3$) | **Infiltration Rate** (in/hr) |
| 1 (10 min) | 1 | 315 | 19.2 | 10.20 | 935 | 57.1 | 10.09 |
| 2 (20 min) | 1 | 305 | 18.6 | 9.87 | 910 | 55.5 | 9.82 |
| 3 (30 min) | 1 | 290 | 17.7 | 9.39 | 905 | 55.2 | 9.77 |
| 4 (40 min) | 1 | 280 | 17.1 | 9.06 | 900 | 54.9 | 9.71 |
| 5 (50 min) | 1 | 280 | 17.1 | 9.06 | 895 | 54.6 | 9.66 |
| 6 (60 min) | 1 | 280 | 17.1 | 9.06 | 900 | 54.9 | 9.71 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | **Stabilized Infiltration Rate (in /hr):** | | **9.1** | **Stabilized Infiltration Rate (in /hr):** | | **9.7** |

**NOTES:**
ASTM D3385 recommends using the rate of the inner ring as the vertical infiltration rate if the rates for the inner ring and the annular space differ, since such difference in rates is likely due to divergent flow.

The designer should include an appopriate factor of safety when using the presented infiltration rates in the design of drainage improvements.



# APPENDIX IV

AACE Project Limitations and Conditions

# ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

## *Project Limitations and Conditions*

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Andersen Andre Consulting Engineers, Inc. has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made herein. Further, the report, in all cases, is subject to the following limitations and conditions:

### VARIABLE/UNANTICIPATED SUBSURFACE CONDITIONS

The engineering analysis, evaluation and subsequent recommendations presented herein are based on the data obtained from our field explorations, at the specific locations explored on the dates indicated in the report. This report does not reflect any subsurface variations (e.g. soil types, groundwater levels, etc.) which may occur adjacent or between borings.

The nature and extent of any such variations may not become evident until construction/excavation commences. In the event such variations are encountered, Andersen Andre Consulting Engineers, Inc. may find it necessary to (1) perform additional subsurface explorations, (2) conduct in-the-field observations of encountered variations, and/or re-evaluate the conclusions and recommendations presented herein.

We at Andersen Andre Consulting Engineers, Inc. recommend that the project specifications necessitate the contractor immediately notifying Andersen Andre Consulting Engineers, Inc., the owner and the design engineer (if applicable) if subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those expected in the plans and specifications, or presented in this report, should be allowed unless the contractor notifies the owner and Andersen Andre Consulting Engineers, Inc. of such differing site conditions. Additionally, we recommend that all foundation work and site improvements be observed by an Andersen Andre Consulting Engineers, Inc. representative.

### SOIL STRATA CHANGES

Soil strata changes are indicated by a horizontal line on the soil boring profiles (boring logs) presented within this report. However, the actual strata's changes may be more gradual and indistinct. Where changes occur between soil samples, the locations of the changes must be estimated using the available information and may not be at the exact depth indicated.

### SINKHOLE POTENTIAL

Unless specifically requested in writing, a subsurface exploration performed by Andersen Andre Consulting Engineers, Inc. is not intended to be an evaluation for sinkhole potential.

## MISINTERPRETATION OF SUBSURFACE SOIL EXPLORATION REPORT

Andersen Andre Consulting Engineers, Inc. is responsible for the conclusions and recommendations presented herein, based upon the subsurface data obtained during this project. If others render conclusions or opinions, or make recommendations based upon the data presented in this report, those conclusions, opinions and/or recommendations are not the responsibility of Andersen Andre Consulting Engineers, Inc.

## CHANGED STRUCTURE OR LOCATION

This report was prepared to assist the owner, architect and/or civil engineer in the design of the subject project. If any changes in the construction, design and/or location of the structures as discussed in this report are planned, or if any structures are included or added that are not discussed in this report, the conclusions and recommendations contained in this report may not be valid. All such changes in the project plans should be made known to Andersen Andre Consulting Engineers, Inc. for our subsequent re-evaluation.

## USE OF REPORT BY BIDDERS

Bidders who are reviewing this report prior to submission of a bid are cautioned that this report was prepared to assist the owners and project designers. Bidders should coordinate their own subsurface explorations (e.g.; soil borings, test pits, etc.) for the purpose of determining any conditions that may affect construction operations. Andersen Andre Consulting Engineers, Inc. cannot be held responsible for any interpretations made using this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which may affect construction operations.

## IN-THE-FIELD OBSERVATIONS

Andersen Andre Consulting Engineers, Inc. attempts to identify subsurface conditions, including soil stratigraphy, water levels, zones of lost circulation, “hard” or “soft” drilling, subsurface obstructions, etc. However, lack of mention in the report does not preclude the presence of such conditions.

## LOCATION OF BURIED OBJECTS

Users of this report are cautioned that there was no requirement for Andersen Andre Consulting Engineers, Inc. to attempt to locate any man-made, underground objects during the course of this exploration, and that no attempts to locate any such objects were performed. Andersen Andre Consulting Engineers, Inc. cannot be responsible for any buried man-made objects which are subsequently encountered during construction.

## PASSAGE OF TIME

This report reflects subsurface conditions that were encountered at the time/date indicated in the report. Significant changes can occur at the site during the passage of time. The user of the report recognizes the inherent risk in using the information presented herein after a reasonable amount of time has passed. We recommend the user of the report contact Andersen Andre Consulting Engineers, Inc. with any questions or concerns regarding this issue.

# Important Information about Your

# Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

## Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

## A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

## Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

## Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

## Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

## Rely, on Your ASFE-Member Geotechncial Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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IIGER03135.0MRP

See Attached

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<br>Residential: Dwelling Units per Acre<br>Other: Square Footage | Total Acreage | Flood Zone |
|---|---|---|---|---|---|
| **Current** | Vacant | General Co | | 2.28 | |
| ****Proposed** | office/shop | General Co | | 2.28 | 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)<br>Other: 0.125 gallons per day per square foot |
| Demand Analysis | Maximum |
| Current Zoning/FLU | Total gallons per day N/A |
| **Proposed Zoning/FLU | Total gallons per day office 450 GPD /shop 60 GPD = 510 GPD |
| **Change in Demand | Total gallons per day N/A |

| **B. Wastewater:** | |
|---|---|
| Average Use | Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand)<br>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**<br>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): | Office 3,000 / Shop 10,000 |
| 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** |
| | 1 | 3000 office 10,000 shop | 2.28 | N/A 2023 | N/A 2024 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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? 1104

2. What is the current use of the structure to be demolished or re-used? Vacant

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

# Hartman Road Parcel

## *Water Demand Estimate*

## I. SITE DATA/DEVELOPMENT CONDITIONS

**A. BLDG Type 1: OFFICE**
Floor space of Type 1 buildings — **3,000** *SF*

**B. BLDG Type 1: SHOP**
Employees of Shop — **4** *EA*

## II. WATER DEMAND Rates *(based on land use descriptions, as indicated)*

Rates of Residential units are according to current FAC RULE 64E-6.008 Table I...

| | | | | |
|---|---|---|---|---|
| A. | BLDG Type 1: OFFICE | S= | **450** | ***GPD*** |
| | Floor space of Type 1 buildings | | **3,000** | *SF* |
| | per 100 sf of floor space | | **15** | *GPD* |
| B. | BLDG Type 1: SHOP | S= | **60** | ***GPD*** |
| | Employees of Shop | | **4** | *EA* |
| | per Employee | | **15** | *GPD* |
| | **TOTAL WATER DEMAND ESTIMATE**..... | | **510** | ***GPD*** |

## III. CALCULATIONS (Flow Factors)

*(over an estimated 24-hour day)*

| | | | |
|---|---|---|---|
| **1.** | **Min. Daily Water Demand (0.5 x Total Water Demand Est.)** | **255** | ***GPD*** |
| **2.a** | **Average Daily Flow, or ADF (1.0 x Total Water Demand Est.)** *(see calculations above)* | **510** | **GPD** |
| **2.b** | **Equivalent Dwelling Units (EDU's) served by Project** | **2** | **EDU's** |
| | * **Note:** *an EDU = 2.6 persons or 260 gallons/day* | | |
| **2.c** | **Design Population Served by Project** | **5** | **persons** |
| | * **Note:** *Design Population = # EDU's x 2.6 persons / EDU* | | |
| **3.** | **Max. Day Water Demand (2.0 x Total Water Demand Est.)** | **1,020** | **GPD** |
| | ***Fire Flow Demand*** *(1 hr duration/day: [1 FH x 500 gpm/FH x 60 min./hr])* | *30,000* | *GPD* |
| | **Projected Fire Demand + Coincident Draft** | ***31,020*** | ***GPD*** |
| **4.** | ***Peak-Hour Flow Factor*** *(based on type of Project)=* | **4.0** | |
| | ***Peak-Hour Water Demand (5.0 x Total Water Demand Est.)*** | | |
| | ADF gal/day*(1 day/24 hours)*(1 hour/60 min.)*5.0 | ***1.4*** | ***GPM*** |
| | *-or-* | ***2,040*** | ***GPD*** |

## IV. COMMENTS/ASSUMPTIONS (as applicable)...

* B. As applicable to Water Demand Rates according to current Fort Pierce Utility Autority Department Rating, all residential units shall be considered to have 2.6 persons per unit, with each unit having a water demand of 1 ERC (or EDU) or 260 gallons per day.
*Note: an EDU = 2.6 persons or 260 gallons/day; Design Population = # EDU's x 2.6 persons / EDU.*

Treasure Coast General Contractors, LLC
1720 Copenhaver Rd
Fort Pierce, FL 34945
treasurecoastgc@gmail.com
License# CGC1526542

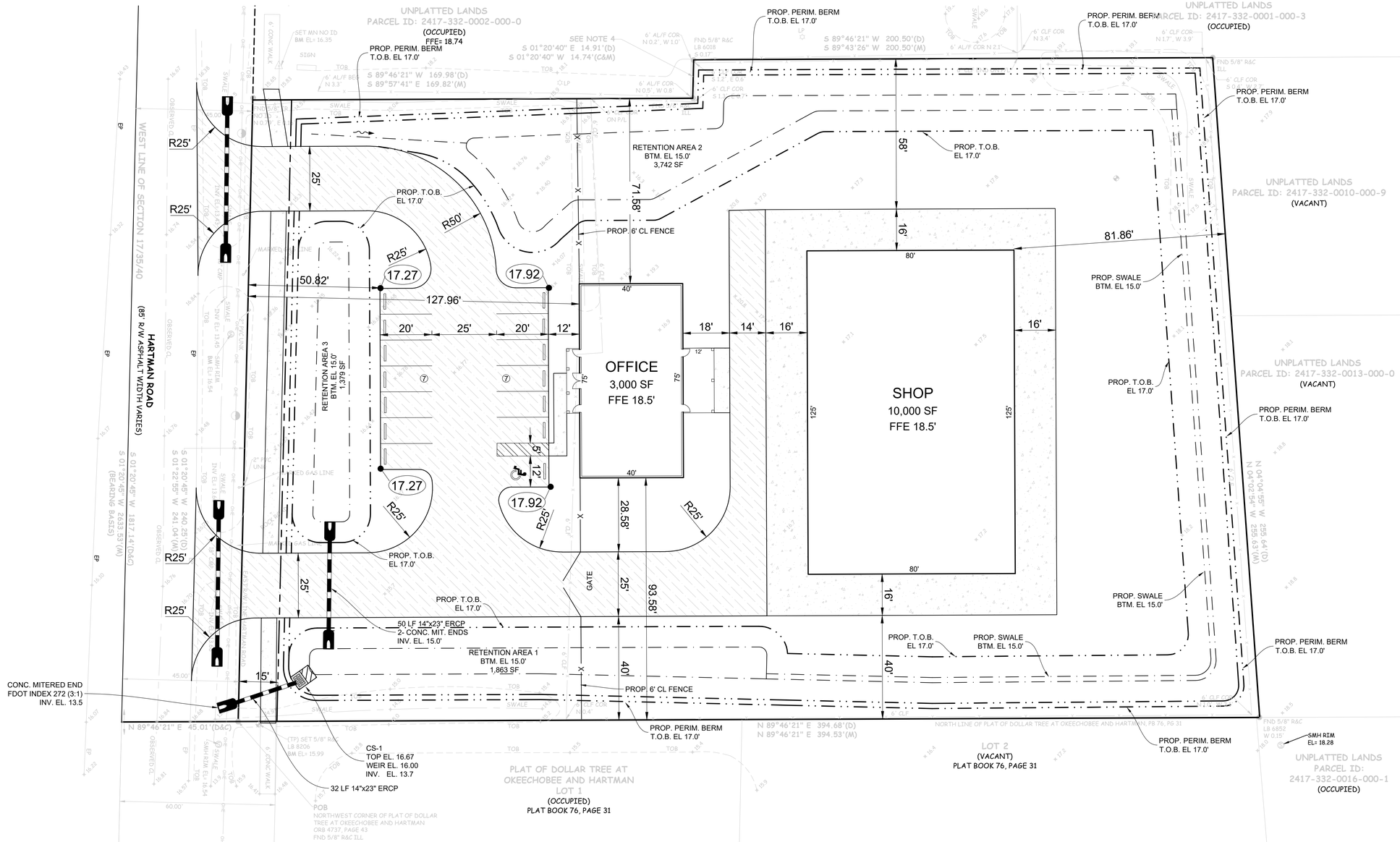
**Environmental Impact Report**

**To Whom It May Concern:**

**The property located at 2006 Hartman Rd was Purchased by Wheaton Holdings, LLC. back in Dec 2021. The property was already cleared except a few Live Oaks in the NE corner of the property and (1) Live Oak on the NW corner. We have provided a tree survey and a Landscape plan in our proposed design review packet. There are no other existing trees or wetland areas on this property. We might be able to conserve the existing Live Oaks currently on the property depending on final site plan approval.**

**Sincerely,**

**Devin Wheaton**
**Owner**





FLORIDA CA LICENSE NO. 30922

LA CONTE ENGINEERING
CIVIL ENGINEERING DESIGN & CONSULTING
2440 SE Federal Hwy, Suite W, Stuart, Florida 34994 (772) 215-0354


| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 1 | 9/15/22 | Rev. Site Layout , add drainage | WO |
| 2 | 1/23/23 | Rev. changed Bldg per Client | WO |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |

TREASURE COAST GENERAL CONTRACTORS, LLC
HARTMAN ROAD PARCEL

# PRELIMINARY SITE PLAN

CITY OF FORT PIERCE FLORIDA

SEAL

FLORIDA 41070

| | |
|---|---|
| SCALE 1" = 20' | DATE 8/12/22 |
| DRAWN BY WAO | DESIGN BY PJL |
| DRAWING Hartman_base.dwg | |
| SHEET NO. 1 OF 1 | |

# Hartman Road Parcel — *Water Demand Estimate*

## I. SITE DATA/DEVELOPMENT CONDITIONS

**A. BLDG Type 1: OFFICE**
Floor space of Type 1 buildings — **3,000** *SF*

**B. BLDG Type 1: SHOP**
Employees of Shop — **4** *EA*

## II. WATER DEMAND Rates *(based on land use descriptions, as indicated)*

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| **B.** | BLDG Type 1: SHOP | **S=** | **60** | ***GPD*** |
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| | per Employee | | **15** | *GPD* |
| | **TOTAL WATER DEMAND ESTIMATE**…… | | **510** | ***GPD*** |

## III. CALCULATIONS (Flow Factors)

*(over an estimated 24-hour day)*

| | | | |
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| **1.** | **Min. Daily Water Demand (0.5 x Total Water Demand Est.)** | **255** | ***GPD*** |
| **2.a** | **Average Daily Flow, or ADF (1.0 x Total Water Demand Est.)** *(see calculations above)* | **510** | **GPD** |
| **2.b** | **Equivalent Dwelling Units (EDU's) served by Project** | **2** | **EDU's** |
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| **2.c** | **Design Population Served by Project** | **5** | **persons** |
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| | ***Fire Flow Demand*** *(1 hr duration/day: [1 FH x 500 gpm/FH x 60 min./hr])* | *30,000* | *GPD* |
| | **Projected Fire Demand + Coincident Draft** | ***31,020*** | ***GPD*** |
| **4.** | ***Peak-Hour Flow Factor*** *(based on type of Project)=* | **4.0** | |
| | ***Peak-Hour Water Demand (5.0 x Total Water Demand Est.)*** | | |
| | ADF gal/day*(1 day/24 hours)*(1 hour/60 min.)*5.0 | ***1.4*** | ***GPM*** |
| | *-or-* | ***2,040*** | ***GPD*** |

## IV. COMMENTS/ASSUMPTIONS (as applicable)…

* B. As applicable to Water Demand Rates according to current Fort Pierce Utility Autority Department Rating, all residential units shall be considered to have 2.6 persons per unit, with each unit having a water demand of 1 ERC (or EDU) or 260 gallons per day.
*Note: an EDU = 2.6 persons or 260 gallons/day; Design Population = # EDU's x 2.6 persons / EDU.*

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# HARTMAN ROAD COMMERCIAL

## 2006 HARTMAN ROAD FORT PIERCE, FLORIDA

FEBRUARY 21, 2023

# IRRIGATION PLAN

## IRRIGATION SPECIFICATIONS

**SYSTEM DESCRIPTION:**
This is an automatic irrigation system. Water supply is a 1 ½" Horse 110v Pump supplied by a 2" well (shown on plans).
The system is looped and consists of 9 zones. Flow rate is a minimum of 63 GPM to the valves, which the Contractor shall verify with the municipality.

**SYSTEM PIPE:**
All pipe shall be Class 200 PVC or heavier. System Main shall be Sch.40 PVC pipe. All fittings shall be solvent weld Sch.40 fittings unless otherwise indicated in these specifications. Do not use SxMIP adapters except for shrub risers. Class 200 PVC main line pipe. Main shall be pressure tested with all valves in place and prior to backfilling. Test shall be 100 PSI for one hour. Loss of 10 PSI within the hour shall constitute failure. Solvent weld fittings and pipe ends shall be cleaned with an all purpose PVC Pipe cleaner prior to applying glue. Main shall have a minimum of 24" of cover. All other pipe, laterals, etc. shall have a minimum 12" of cover. Backfill shall be free of debris and sharp objects. No rock larger than ¾" shall be in contact with PVC pipe anywhere. All pipe above ground, with the exception of shrub risers, shall be galvanized, copper, bronze or ductile iron, and shall be painted with a flat black epoxy water proof paint. Shrub risers shall be Sch.40 or Sch.80 PVC and shall be painted with flat black epoxy paint.

1. Assembly for Solvent Weld PVC pipe:
   a. Cut square with PVC cutter, and debur the cut prior to assembly.
   b. Clean PVC pipe with PVC cleaner prior to assembly.
   c. Use gray, heavy bodied, slow drying, high strength glue.
   d. Keep out of service for the length of time as specified by the Manufacturer of the PVC glue.

**SLEEVES:**
All pipe under paving (walks, planter walls and drives, etc.) shall be sleeved with Sch. 40 galvanized pipe. Sleeves shall extend beyond the edge of pavement and shall be marked. The water line shall be installed in sleeve prior to installation of the sleeve. Cap ends of water line during construction to prevent debris from entering. Sleeves under roads shall have a minimum cover of 18 inches.

**SPRINKLERS:**
All sprinklers shall be the type referred to in the Irrigation Key and shall be attached to the lateral with either flexible line (swing pipe) or a PVC swing joint such as those manufactured by Lasco, Rainbird or Dura Industries, specifically for irrigation use, being constructed with components utilizing Acme threads and o-ring seals. Pressure rating shall be 200 PSI, or greater, as stated by the manufacturer. Sprinklers using more than 4 GPM shall be connected utilizing PVC swing joints. Barbed fittings shall be same size as sprinkler inlet. Sprinklers shall be set flush with final grade and absolutely vertical.. Use Stainless Steel risers on all rotor heads.

1. Spray heads shall be Rainbird 1806, 6" pop-up heads with series 10, 8 or 5 nozzles, unless otherwise specified in these drawings.

2. Spray heads in shrub areas shall be shrub adapters on Sch.40 risers. Height to be established by landscape architect. This plan requires 18" risers. Risers shall NOT be used next to paved areas and pedestrian walks where they are exposed to damage. In these areas use 12" pop-ups. Paint shrub risers with water proof black epoxy paint.

**CONTROLLERS**:
RAINBIRD ESP-Me3 4-22 Stations to operate 9 sections + master valve. Controller shall be located on the east wall of the shop building as shown on the plans. Grounding shall be equal to – or better than the manufacturer's recommendation. It shall also comply with the National Electrical Code. Both of these requirements preclude using the building or electrical supply line for grounding purposes. UL approved Ground Rod shall be utilized unless otherwise specified, or if the minimum resistance reading cannot be made. If minimum grounding cannot be made, utilize grounding plates until specified resistance is met.

**RAIN SHUT-OFF DEVICE**:
Install a rain shut-off device out of the range of the sprinklers as per State DER requirements. Submit manufacturers equipment sheet prior to installation of any such device. Specified model is Rainbird WR2-RFC Wireless sensor and timer.

**ELECTRIC CONTROL VALVES**:
RAINBIRD PGA 24V electric control valves. All valves shall be housed in 16" x 12" rectangular Carson 1419B valve boxes or larger, and installed as per details. Control Valve shall be rated at 150 PSI or higher. Use bottom inlet whenever possible.

**CONTROL WIRE**:
Control wire shall be UL approved, solid core, PE or PVC covered irrigation control wire.
SIZE: Use a minimum of 14 gage control and 12 gage bond wire. All splices and connections shall be made at pull boxes or valve boxes. (No field splices). Communication wire shall be as recommended by manufacturer. All splices shall be made with 3M brand DBY – 6 Direct Burial Splice Kit. All wire to be encased in UL approved PVC conduit. All wire to be brought back to controller. Wire pull boxes shall be 10" round Ametek or other approved boxes. Wire which is not rated for direct burial shall be installed in water tight conduit with water tight junction boxes.

**IRRIGATION PUMP:**
Install pump model 1-1/2 Horse GT Irri-Gator corrosion Resistant self priming, 115V, 1 PH ODP, Model GT15. Locate within pre-cast concrete enclosure on 4-inch concrete slab where shown on plans. Contractor to wire to Controller in accordance with manufacturers and municipal standards and specifications.

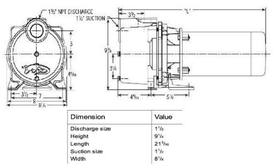
**MAINTENANCE**:
It is the contractors responsibility to maintain the system, repairing leaks, repairing broken heads, adjusting sprinkler heads, flushing system, etc. until final acceptance by the Owner. Contractor shall instruct Owners maintenance personnel as to maintenance requirements for this irrigation system. Site shall be cleaned daily of trash and debris.

**AS-BUILT DRAWINGS**:
Contractor shall provide "as-built" drawings showing all changes. All valves and changes of direction on the main line shall have GPS coordinates noted on the as-built drawings. Controller program shall be part of this submission.

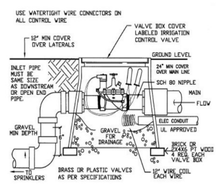
**GUARANTEE**:
The entire system shall be guaranteed for a period on one year from the time of final acceptance. All manufacturers written warrantees and guarantees, as well as "as-built" drawings, maintenance and operational information, shall be turned over to the Owner prior to, and is a condition of final acceptance. Guarantee period shall not commence until all of the documents have been turned over to the Owners representative.

## IRRIGATION DETAILS

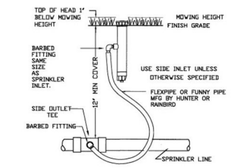
**GT IRRI-GATOR Corrosion Resistant**
Self Priming Pumps
**MODEL : GT15**



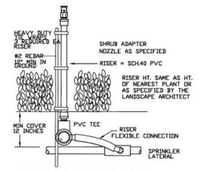

| Dimension | Value |
|---|---|
| Discharge size | 1½ |
| Height | 9¼ |
| Length | 21⅝ |
| Suction size | 1½ |
| Width | 8¼ |




ELECTRIC REMOTE CONTROL VALVE WITH VALVE BOX




RAINBIRD 1806 POP-UP SPRAY




SHRUB SPRAY ON RISER

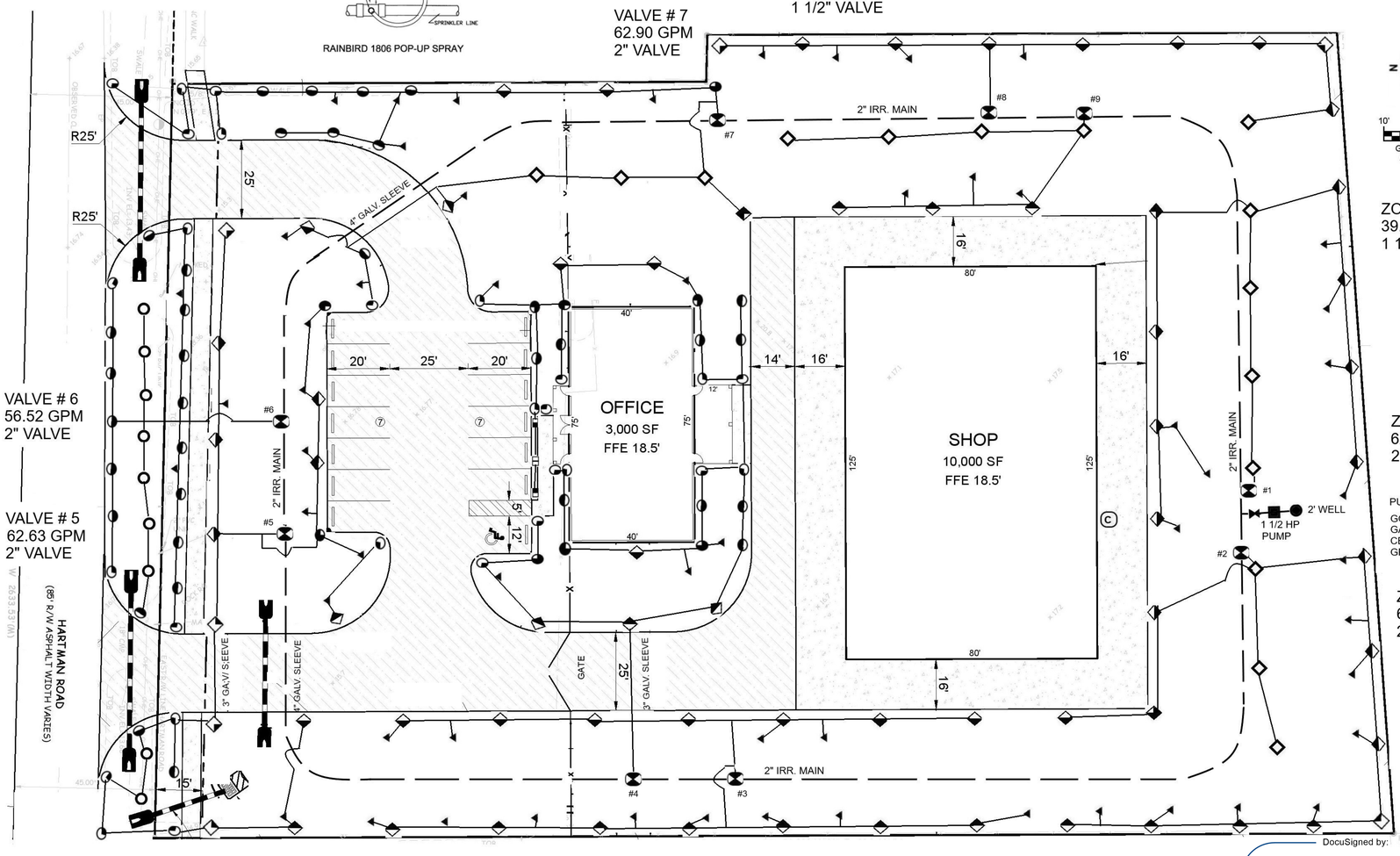



ESP ME3 CONTROLLER

## MATERIALS KEY

POP-UP. Rainbird 1806 Spray Heads Series 15,10, 8, or 5 Radius as shown, with pattern shown. Use adjustable nozzles as needed for coverage

- FULL CIRCLE Rainbird A17F Shrub Nozzle
- 3/4 CIRCLE/ADJUSTABLE Rainbird A17AP Shrub Nozzle
- HALF CIRCLE Rainbird A17H Shrub Nozzle
- QUARTER CIRCLE Rainbird A17Q Shrub Nozzle
- FULL CIRCLE Rainbird 5006-MPR-35
- HALF CIRCLE Rainbird 5006-MPR-35
- QUARTER CIRCLE Rainbird 5006-MPR-35
- THREE QUARTER CIRCLE Rainbird 5006-MPR-35
- CENTER STRIP Rainbird A17CST Shrub Nozzle
- END STRIP Rainbird A17EST Shrub Nozzle
- BUBBLER Rainbird 5CSTB. To be used with Shrub Adapter PA8S
- 24 VOLT PEB ELECTRIC CONTROL VALVE
- CONTROLLER Rainbird ESP ME3 - 10 Station with WR2 Series Wireless Rain Sensor.
- GATE VALVE
- NOTE: BUBBLERS ARE TO BE LOCATED AT BASE OF TREES AND PALMS WHERE SHOWN ON PLAN. PLACE ON 5' BLACK 3/4" POLY PIPE




PUMP SPECIFICATIONS-
GOULDS GT 15, IRRI-GATOR SELF PRIMING CENTRIFUGAL PUMP 63 GPM. 1-1/2 HP 120-230 V

ZONE # 4
57.08 GPM
2" VALVE

ZONE # 3
58.65 GPM
2" VALVE

NOTE:
IRRIGATION PLANS ARE SCHEMATIC IN NATURE ALL VALVES AND PIPES SHALL BE LOCATED IN LANDSCAPE AREAS EXCEPT AT ROAD/PAVING CROSSINGS. All construction minimums shall be in conformance to Plumbing section of the South Florida Building Code, Appendix "F". They shall also be equal to, or greater, than the "Standards" as set forth by the F.I.S. FLORIDA IRRIGATION SOCIETY. Nothing herin or contained in the specifications is intended to be in conflict with any code compliance. Contractor shall comply with all code requirements.

PREPARED BY:
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REGISTERED LANDSCAPE ARCHITECT GEORGE BOTNER, JR. LA 0000422 STATE OF FLORIDA
2/21/2023
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# HARTMAN ROAD COMMERCIAL

## 2006 HARTMAN ROAD FORT PIERCE, FLORIDA

FEBRUARY 20, 2023

# PLANTING PLAN
## AND TREE MITIGATION

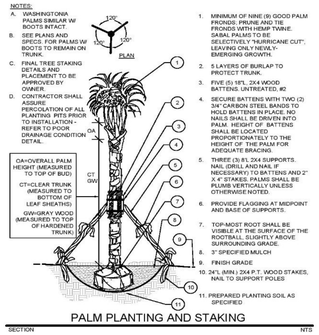
## PLANT LIST

| KEY | QTY | BOTANICAL NAME | COMMON NAME | N* | WW* | SIZE/SPECIFICATIONS |
|---|---|---|---|---|---|---|
| **TREES** | | | | | | |
| **QL** | 13 | Quercus laurifolia | Laurel Oak | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **QV** | 16 | Quercus virginiana | Live Oak | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **MA** | 9 | Magnolia grandiflora | Magnolia 'Little Gem' | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **PT** | 9 | Simarouba glauca | Paradise Tree | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **GL** | 4 | Bursera simaruba | Gumbo Limbo | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **TP** | 3 | Tabebuia rosea | Pink Trumpet Tree | | | 12' Ht., 2 ½" DBH., 65 Gal. |
| **DH** | 5 | Ilex cassine | Dahoon Holly | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **PALMS** | | | | | | |
| **FP** | 7 | Wodyetia bifurcata | Foxtail Palm | | | 8' Ht. Grey Wood, Matched |
| **SP** | 24 | Sabal palmetto | Sabal Palm | X | X | 10'-14' Ht., Smooth Trunk |
| **SHRUBS** | | | | | | |
| **YA** | 158 | Illicium parviflorum | Yellow anise | X | X | 3 Gal., 24" Ht. |
| **CO** | 193 | Chrysobalanus icaco | Cocoplum 'Red Tip' | X | X | 3 Gal., 24" Ht. |
| **DC** | 162 | Clusia guttifera 'Dwarf' | Dwarf Clusia | X | X | 3 Gal., 24" Ht. |
| **FB** | 141 | Hamelia patens, Dwarf | Firebush, Dwarf | X | X | 3 Gal., 24" Ht. |
| **ING** | 68 | Ixora 'Nora Grant' | Nora Grant Ixora | | X | 3 Gal., 24" Ht. |
| **SV** | 138 | Viburnum suspensum | Sandankwa viburnum | | | 3 Gal., 24" Ht. |
| **YH** | 28 | Ilex vomitoria 'Shillings' | Ilex Vomitoria 'Shillings' | X | X | 3 Gal., 24" Ht. |
| **WV** | 222 | Viburnum obovatum | Walter's Viburnum | X | X | 3 Gal., 24" Ht. |
| **GB** | 123 | Conocarpus erectus | Green Buttonwood | X | X | 3 Gal., 24" Ht. |
| **GROUNDCOVERS** | | | | | | |
| **PJ** | 111 | Juniperus chinensis 'Parsonii' | Parson's Juniper | | X | 1 Gal. |
| **SG** | 144 | Tulbaghia violacea | Society Garlic | | X | 1 Gal. |
| **LI** | 91 | Liriope Muscari 'Emerald Goddess' | Liriope Emerald Goddess | | | 1 Gal. |
| **DL** | 88 | Lantana montevidensis | Dwarf Lantana | | X | 1 Gal. |
| **BH** | 18 | Bougainvillea glabra | Bougainvillea 'Helen Johnson | | X | 3 Gal. |
| **LAWN GRASS** | | | | | | |
| **SA** | per plan | Stenothphrum secundatum | St. Augustine 'Floritam' | | | Solid sod |

NOTE: * N = Florida Native; WW = Water Wise Drought tolerant

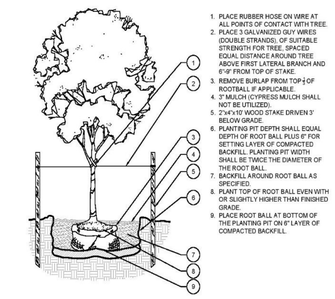
## PLANTING SPECIFICATIONS

1. All plant materials shall be Florida Number 1 as provided in the most current edition of the "Grades and Standards for Nursery Plants, Parts I & II" prepared by the state Department of Agriculture and Consumer Services.
2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.
3. Quantities listed on the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, Topsoil, Fertilizer, etc. shall be included in the unit cost of the plants.
4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or Plant List, the plan takes precedence.
5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or Floramulch grade "B" or better. Refer to the Plant List for the specified mulch type. Alternative mulch material is required to be approved by Landscape Architect.
6. The Planting Plan shall be installed in compliance with all existing codes and applicable deed restrictions.
7. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas.
8. Planting soil to be a weed-free mixture of 50% sand and 50% much or other organic planting material suitable to the Landscape Architect
9. 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.
10. Contractor shall be responsible for providing final grading of all associated planting areas.
11. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off site.
12. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 7).
13. No plunging of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.
14. Contractor shall stake and guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during the Warranty Period and removal and disposal of staking after the establishment period.
15. Fertilizer is required for plantings and shall be NPK 16-4-8 at 12.5 lbs/1000 s.f. or 345 lbs/acre. Nitrogen 50% slow release form and fertilizer to include secondary/minor micronutrients.
16. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Landscape Architect, the Owner and governing municipality.
17. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition, Contractor will continue watering of plant material until substantial completion and as needed and thereafter for a period of 2-months.
18. All new plant material shall be guaranteed for 1-year from time of final acceptance of the project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10-days of notification. For all replacement plant material, the warranty period shall be extended an additional 45-days beyond the original warranty period. All trees that lean or are blown over, caused by winds less than 75-MPH, will be re-set and braced by the contractor at no additional cost to the Owner.
19, The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.
20. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
21. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
22. Root prune all field grown trees a minimum of 8-weeks prior to planting.



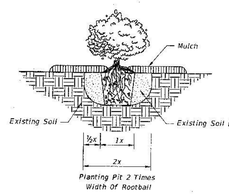

PALM PLANTING AND STAKING

SECTION NTS




TREE PLANTING AND STAKING

NTS



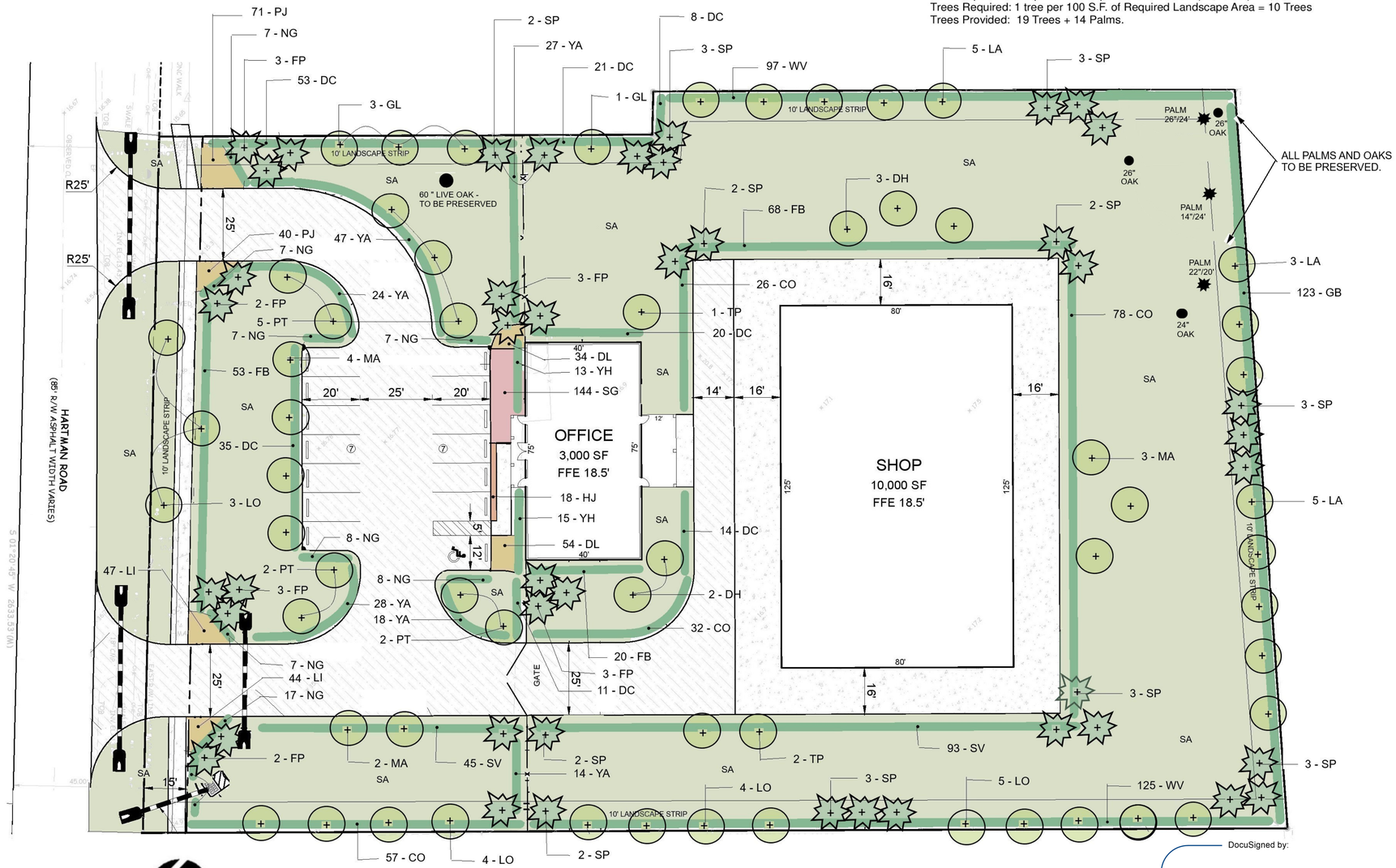

GROUND COVER/SHRUB PLANTING

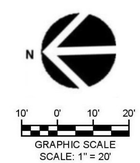
### FT. PIERCE LANDSCAPE REQUIREMENTS

Landscape Strips – Between Streets and VUA's and Retention Areas
10' Strip, Trees per 300 SF
Trees Required: 6.33 trees
Trees Provided: 3 trees + 10 Palms (3.33-trees equivalent) = 6.33 trees

Landscape Strips – Between VUA and Buildings and Other Properties
10' Strip, Trees per 200 SF
Trees Required: 46 trees
Trees Provided: 30 trees + 22 Palms (7.33-trees equivalent) = 37.33 trees + Preserve, 30" Oak

Interior Vehicular Use Areas -
Landscape Area Required: 1 S.F. per 15 S.F. of VUA (15,106 sf) = 1,007 S.F.
Trees Required: 1 tree per 100 S.F. of Required Landscape Area = 10 Trees
Trees Provided: 19 Trees + 14 Palms.




48 HOURS BEFORE DIGGING
CALL TOLL-FREE
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC
UNDERGROUND UTILITIES NOTIFICATION CENTER

PREPARED BY: FL REG. # 0000422

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2/21/2023
REGISTERED LANDSCAPE ARCHITECT GEORGE BOTNER, JR. LA 0000422 STATE OF FLORIDA
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SW 6198

**Sensible Hue**

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LTE
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SHERWIN-WILLIAMS
What can we help you find?
0 -

*Expert Pick*

**SW 6198**

# Sensible Hue

**FULL DETAILS**

**LRV:** 46
**RGB:** 182 / 181 / 171
**Hex Value:** #B6B5AB

**Available in:** Interior/Exterior
**Location Number:**216-C2

**Color Collections:** Color ID (Nurturer), Living Well (Unplug), Finest Whites & Neutrals (Cool Neutrals)

**Color Family(s):** Green

This rich gray hums with life – while a hint of green provides a vitality uncommon to neutrals. Bring a quiet energy to any space.

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0 - $0.00
SW 7006 SW 7007 SW 6252 SW 7656 SW 706

*Expert Pick*

**SW 7006**

# Extra White

**FULL DETAILS**

**LRV:** 86
**RGB:** 238 / 239 / 234
**Hex Value:** #EEEFEA

**Available in:** Interior/Exterior
**Location Number:**257-C1

**Color Collections:** Colormix Forecast 2019 (Shapeshifter), Color ID (Creative), Pottery Barn Kids (Fall/Winter), Pottery Barn Teen (Fall/Winter), Finest Whites & Neutrals (Finest Whites)

**Color Family(s):** White

For a clean and crisp look, this white does the trick. Its high light reflectivity makes it an ideal choice for trim and ceilings.

Feedback

SW 7006

**Extra White**

# Stonco
by ⓛlgnify

**Wall mount**

**LytePro**

**LPW7** small wall sconce



Project:
Location:
Cat.No.
Type:
Lamps: Qty:
Notes:

**Stonco LytePro** LED small wall sconce LPW7 features outstanding value in a compact, architectural design, and combines energy savings with good photometric performance. LPW7 is ideal for entryways, corridors, facade and other wall/surface lighting applications.

## Ordering guide

Example: LPW7-10-NW-G3-2-120-PCB-BZ

| Prefix | Wattage | LED Color/Gen | Distribution | Voltage | Options: Photocontrol | Options: Location | Finish |
|---|---|---|---|---|---|---|---|
| LPW7 | 10 | | 2 | | | | |

- **LPW7** LytePro 7 LED small wall sconce
- **Wattage:** 10 — 10W
- **LED Color/Gen:** NW-G3 Neutral White 4000K 70 CRI Generation 3; WW-G3 Warm White 3000K 70 CRI Generation 3
- **Distribution:** 2 — Type 2
- **Voltage:** 120 120V; 208 208V; 240 240V; 277 277V; UNV 120-277V (50/60Hz)
- **Photocontrol:** ---- None; PCB Photocontrol Button[2]
- **Location:** BADF Meets the requirements of the Buy American Act of 1933 (BAA)
- **Finish — Textured:** BK Black; WH White; BZ Bronze; DGY Dark Gray; MDY Medium Gray
- **Customer specified:** RAL Specify optional color or RAL (ex: OC-LGP or OC-RAL7024); CC Custom color (Must supply color chip for required factory quote)

## Stocked luminaires - Ordering guide

| Catalog Number | Description | Master Pack, Qty | UPC Code |
|---|---|---|---|
| LPW7-G3-9-BZ | LPW7, 250mA, 4000K, 120-277V, Bronze textured paint | 6 | 622252813958 |
| LPW7-G3-9-DGY | LPW7, 250mA, 4000K, 120-277V, Dark gray textured paint | 6 | 622252813941 |

## Stocked accessories - Ordering guide (Must be ordered separately)[4]

| Catalog Number | Description | Master Pack, Qty | UPC Code |
|---|---|---|---|
| LPMOVRFL7-BZ* | LPW Universal wall cover mounting plate, Bronze textured paint | (none) | 190099014880 |

* Must specify voltage.
† Other colors available upon request as made-to-order
‡ Failure to properly select the "BAC" suffix could result in you receiving equipment that is not BAA compliant potentially resulting in project delays or refund. This BAC designation hereunder does not address (1) the applicability of, or availability of a waiver under, the Trade Agreements Act, or (2) the "Buy America" domestic content requirements imposed on states, localities, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies.
* Consult Stonco to confirm whether specific accessories are BAA-compliant.



# Stonco
by ⓛlgnify

**Wall mount**

**LytePro**

**LPW32** large wall sconce



Project:
Location:
Cat.No.
Type:
Lamps: Qty:
Notes:

**Stonco LytePro** LED large wall sconce LPW32 features outstanding value in a compact, architectural design. This powerful and precise combination offers outstanding energy savings with excellent photometric performance. LPW32 is ideal for building perimeters and corridors in addition to wall lighting applications requiring strong lateral spacing and forward pattern projection.

## Ordering guide

Example: LPW32-70-NW-G3-3-120-PCB-BZ

| Prefix | Wattage | LED Color/Gen | Distribution | Emergency | Voltage | Options: Dimming controls | Options: Motion sensing | Options: Photocontrol | Options: Location | Finish |
|---|---|---|---|---|---|---|---|---|---|---|
| LPW32 | | | | | | | | | | |

- **LPW32** LytePro 32 LED Large Wall Sconce
- **Wattage:** 70 70W; 90 90W; 50 50W[1]
- **LED Color/Gen:** NW-G3 Neutral White 4000K 70 CRI Generation 3; WW-G3 Warm White 3000K 70 CRI Generation 3
- **Distribution:** 2 Type 2; 3 Type 3; 4 Type 4
- **Emergency:** -- None; EBP Emergency Battery Pack[1,11]
- **Voltage:** 120 120V; 208 208V; 240 240V; 277 277V; 347 347V; 480 480V; UNV 120-277V (50/60Hz); HVU 347-480V (50/60Hz)
- **Dimming controls:** FAWS Field Adjustable Wattage Selector*; BL Bi-level functionality* †
- **Motion sensing:** IMS3 Motion sensor #3 Lens[3]
- **Photocontrol:** PCB Photocontrol Button[2,4]
- **Location:** BADF Meets the requirements of the Buy American Act of 1933 (BAA)
- **Finish — Textured:** BK Black; WH White; BZ Bronze; DGY Dark Gray; MDY Medium Gray
- **Customer specified:** RAL Specify optional color or RAL (ex: OC-LGP or OC-RAL7024); CC Custom color (Must supply color chip for required factory quote)

## Stocked luminaires - Ordering guide

| Catalog Number | Description | Master Pack, Qty | UPC Code |
|---|---|---|---|
| LPW32-G3-9-DGY | LPW32, 70W, 650mA, 4000K, Type 3, 120-277V, Dark gray textured paint | 3 | 622252813889 |
| LPW32-G3-9-BZ | LPW32, 70W, 650mA, 4000K, Type 3, 120-277V, Bronze textured paint | 3 | 622252813896 |

## Stocked accessories - Ordering guide (Must be ordered separately)[4]

| Catalog Number | Description | Master Pack, Qty | UPC Code |
|---|---|---|---|
| LPMOVRFL7-BZ* | LPW Universal wall cover mounting plate, Bronze textured paint | (none) | 190099014880 |

* Emergency battery backup (EBP) available with 50W configuration only
† Not available with PCB option
* Not available with BL, FAWS or PCB
* Not available with other control options.
* Available only with BL dimming option
* Must specify voltage
† Other colors available upon request as made-to-order
‡ Failure to properly select the "BAC" suffix could result in you receiving equipment that is not BAA compliant potentially resulting in project delays or refund. This BAC designation hereunder does not address (1) the applicability of, or availability of a waiver under, the Trade Agreements Act, or (2) the "Buy America" domestic content requirements imposed on states, localities, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies.
* Consult Stonco to confirm whether specific accessories are BAA-compliant.



Control Number: AREA-VSX-II-08_16_2022

# VSX-II LED Specifications



*Universal Arm Mount (UAM) Version Shown.

Project Name:
Catalog Number:
Type:

The **VSX-II LED** Series offers clean, functional styling that is defined by its sleek low profile design and rugged construction. It combines LED performance and advanced LED thermal management technology and provides outdoor lighting that is both energy efficient and aesthetically pleasing.

The LED's performance and the driver's life are maximized by enclosing them in two separate cast aluminum housings. Easy captive screw access for mounting and maintenance.

The LED light assemblies come with 16 to 48 LEDs. Eight optical distribution patterns are available. Choose between 3000, 4000 or 5000 Kelvin temperature of the LEDs.

A durable polyester powder coat finish is guaranteed for five years and is available in standard or custom colors.

The **VSX-II LED** series is an exceptional choice for commercial parking lots, office complexes, architectural projects, and other general lighting projects.

## Ordering Information

| MODEL | OPTICS | LEDs | CURRENT | KELVIN | VOLTAGE | MOUNTING | FINISH | OPTIONS | OPTIONS | OPTIONS |
|---|---|---|---|---|---|---|---|---|---|---|
| VSX-II | T1 Type 1 | 16LC | 3 350mA | 3K 3000K | UNV 120-277V | AM Arm Mount | BZ Bronze | PCIR-120 PCIR-208 PCIR-240 PCIR-277 PCIR-347 PCIR-480 Photocell & Receptacle | WSC-0 Motion Sensor 0-8' Mounting Height | UPMA-S Universal Square Pole/Mount Adaptor |
| | T2 Type 2 | 32LC | 5 530mA | 4K 4000K | 8 347V | SAM Straight Arm Mount (Includes Terminal Block (New Construction)) | BK Black | PCIR-277 PCIR-347 PCIR-480 Photocell & Receptacle | WSC-20 Motion Sensor 8-20' Mounting Height | UPMA-R Universal Round Pole Mount Adaptor |
| | T3 Type 3 | 48LC | 7 700mA | 5K 5000K | 5 480V | UAM Universal (5in/6/ Terminal Block Mount (Retrofit)) | WH White | PER NEMA Receptacle | WSC-40 Motion Sensor 20-40' Mounting Height | SAWP Square Arm Wall Plate |
| | T4 Type 4 | | 10 1050mA | | | MAF Mast Arm Fitter | SWH Textured White | SPINPER 5' Cut Pen Receptacle | | ROT-S Rotated Optics, Right Side |
| | T4L Type 4 Automotive | | | | | KM Knuckle Mount | GP Graphite | TPINPER 5' Cut Pen Receptacle w/shorting cap for Dusk to Dawn Dimming Driver | LMAP Universal Mast arm fitter | ROT-L Rotated Optics, Left Side |
| | T5 Type 5 | | | | | WM Wall Mount (*Requires SAWP) | GY Grey | DIM 0-10V Dimming Leads | ECLS Extended Louver Shield | CLS Cutoff shield (used with T5) |
| | T5W Type 5 Wide | | | | | AWM Adjustable Wall Mount | SL Silver Metallic | RPP-3* Round Pole Plate Adaptor | ADJLS Adjustable Louver Light Shield | RCLS Right Side Cutoff Shield (Not to be used with T5) |
| | T5WR Type 5 Wide Round | | | | | CC Custom Color | RPP-4* Round Pole Plate Adaptor | RPP-5* Round Pole Plate Adaptor | ADJLS Adjustable Louver Light Shield | LCLS Left Side cutoff shield (Not to be used with T5) |
| | | | | | | *Round Pole Plate Adaptor(s) (RPP) are to be ordered separately | | VWC Vandal Resistant Wireless Controls (Ordered from Factory) | BD Barn Door Shield | HS House shield |
| | | | | | | *SAWP to be ordered separately | | | | |

VISIONAIRE LIGHTING



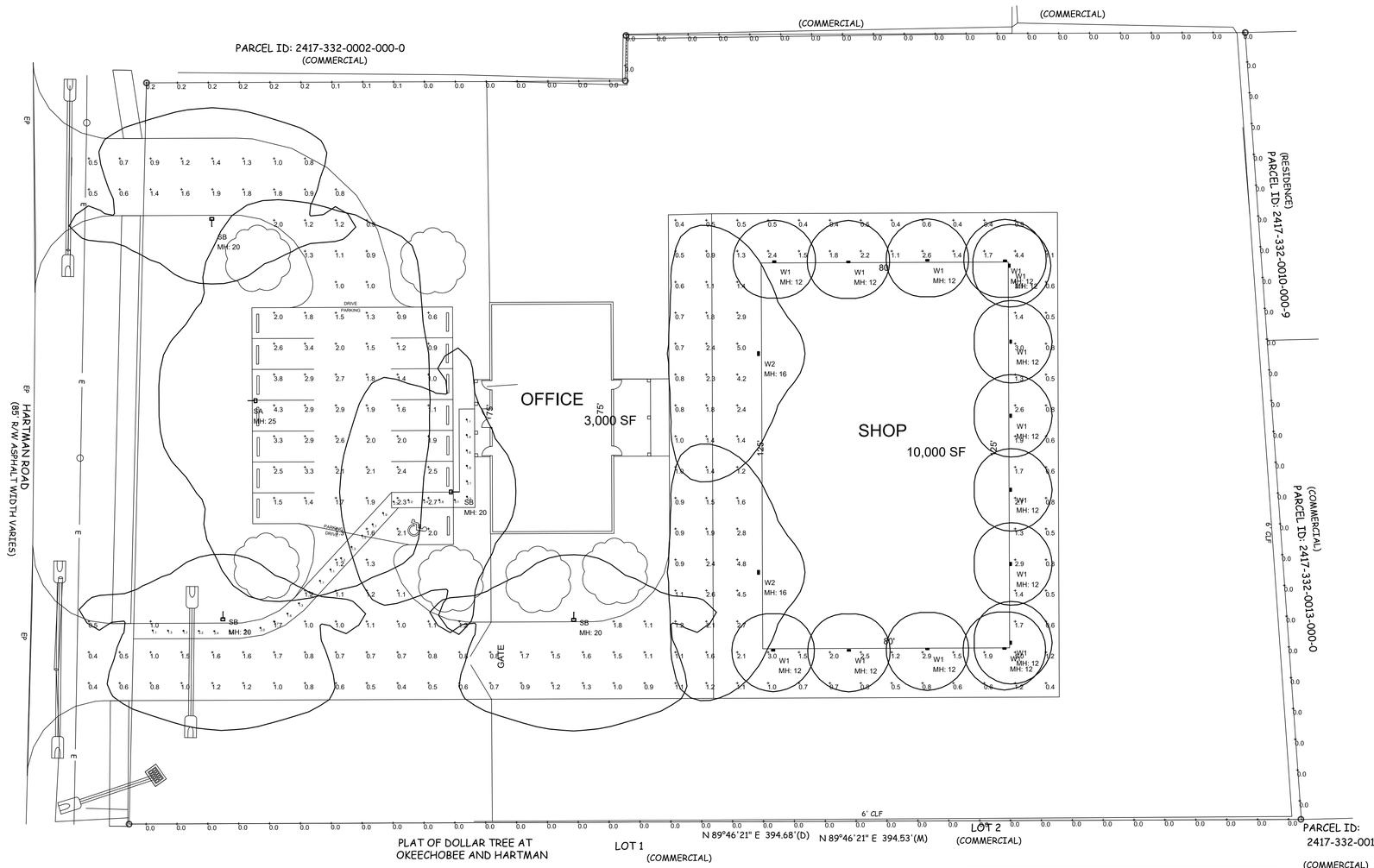
PHOTOMETRIC ANALYSIS NOTES:

THIS PARKING AREA IS WITHIN THE CITY OF FORT PIERCE, AND IS SUBJECT TO LIGHTING REGULATIONS FOUND IN CHAPTER 22, ARTICLE IV, SECTIONS 22-58 AND 22-60 OF THE FORT PIERCE MUNICIPAL CODE.

22-58
CODE REQUIRES THE INTERIOR SIDEWALKS SHALL BE PROVIDED WITH A MINIMUM AVERAGE OF ONE FOOT-CANDLE. THE FBC ALSO REQUIRES A MINIMUM OF ONE FOOT CANDLE ON THE MEANS OF EGRESS TO THE PUBLIC WAY. SEE CALCULATED VALUES IN THE "TYPICAL FORT PIERCE" CALCULATION SUMMARY BELOW.

22-60
(1)b. CODE REQUIRES THE OFF-STREET PARKING IN THIS CASE SHALL BE PROVIDED WITH A MINIMUM AVERAGE OF TWO FOOTCANDLES ON THE PAVEMENT. THIS PLAN PROVIDES AN AVERAGE OF 2.09 FOOT-CANDLES IN THE PARKING AREA.
(2) THIS PLAN PROVIDES A UNIFORMITY RATIO OF 3.48 TO 1, WHICH COMPLIES WITH CODE MAXIMUM OF 4.0 TO 1.
(3) LIGHTING CONTROL IS BY ASTRONOMIC TIME SWITCH. THIS COMPLIES WITH CODE.
(4) MAXIMUM SPILL TO THE EASTERLY RESIDENTIAL AREA IS LESS THAN 0.05 FC. THIS LEVEL COMPLIES WITH CODE, WHICH STATES SPILL IS NOT TO EXCEED 0.5 FC. THIS IS ACCOMPLISHED BY USING THE LOWER LUMEN WALL PACK "W1".

THE LIGHTING PLAN USES CUTOFF LED AREA LIGHTS AT 20 AND 25 FEET ON NEW PRIVATE POLES. ALL NEW LIGHTING TECHNOLOGY LED.




| Luminaire Schedule | | | | | | | |
|---|---|---|---|---|---|---|---|
| Project: TREASURE COAST CONTRACTING SITE 02-02-2023 | | | | | | | |
| Label | [MANUFAC] | Description | Symbol | Qty | Lum. Watts | Arr. Lum. Lumens | LLF |
| SA | Visionaire Lighting | VSX-II_T4_48LC_10_4K POLE MOUNT 25' AFG | | 1 | 160 | 17337 | 0.900 |
| SB | Visionaire Lighting | VSX-II_T3_32LC_5_4K POLE MOUNT 20' AFG | | 4 | 52 | 6046 | 0.900 |
| W1 | STONCO | LPW-7-10-WW-G3-2-8 WALL MOUNT 12' AFG | | 14 | 9.7 | 1051 | 0.900 |
| W2 | STONCO | LPW-32-50-NW-G3-3 WALL MOUNT 16' AFG | | 2 | 45.4 | 5899 | 0.900 |

| Calculation Summary | | | | |
|---|---|---|---|---|
| Project: TREASURE COAST CONTRACTING SITE 02-02-2023 | | | | |
| Label | Avg | Max | Min | Avg/Min |
| EXTERIOR EGRESS PATH | 1.76 | 3.1 | 1.1 | 1.64 |
| PROPERTY LINE | 0.01 | 0.2 | 0.0 | N.A. |
| DRIVE | 1.34 | 5.0 | 0.4 | 3.35 |
| PARKING | 2.09 | 4.3 | 0.6 | 3.48 |

# SITE PHOTOMETRIC ANALYSIS

SCALE 1" = 20'-0"

| NO. | DATE | REVISIONS | DR | CK | APP |
|---|---|---|---|---|---|

Electrical Engineering of Fort Pierce, Inc
Registry No. 36383
604 Boston Avenue
Fort Pierce, FL. 34950
Phone: 772 882-9021

PROJECT NAME: TREASURE COAST CONTRACTING

PROJECT LOCATION: 2006 HARTMAN ROAD FORT PIERCE, FLORIDA

CLIENT: ARCHITECTONIC INC. 806 DELAWARE AVE. FORT PIERCE, FLORIDA 34950

ENGINEER SEAL

TIMOTHY C. TREWYN LICENSE No. 61580 STATE OF FLORIDA PROFESSIONAL ENGINEER

Timothy C. Trewyn, PE
P.E. No. 61580

THESE DOCUMENTS, ALONG WITH THE CONCEPTS AND OR DESIGNS PRESENTED HEREIN ARE INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT OF ELECTRICAL ENGINEERING OF FORT PIERCE, INC. ANY UNAUTHORIZED USE OF REUSE OF THESE DOCUMENTS WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY ELECTRICAL ENGINEERING OF FORT PIERCE, INC. SHALL BE WITHOUT LIABILITY TO THE SAME. COPYRIGHT (C)2023, ELECTRICAL ENGINEERING OF FORT PIERCE, INC. ALL RIGHTS RESERVED.

SHEET TITLE

SITE PHOTOMETRIC ANALYSIS

ISSUE DATE: 02-03-2023

DRAWN: DJR

APPROVED: TCT

DRAWING NUMBER

E-1.2

SHEET 1 OF 1

22038-01

Treasure Coast General Contractors, LLC
1720 Copenhaver Rd
Fort Pierce, FL 34945
treasurecoastgc@gmail.com
License# CGC1526542

**Project Description**

**To Whom It May Concern:**

**The proposed site plan and architecturals proposed in this design review are for a new office & warehouse building for Treasure Coast General Contractors, LLC. We are a local general contractor who has been doing work in the City of Fort Pierce & St Lucie County since 2014. The owner Devin Wheaton and his wife Jaclyn Wheaton were born and raised in St Lucie County. We plan on having between 4-6 office employees at full capacity which may not happen right away but that is the end goal. The office will be by appt only if/when we need a new client meeting. The warehouse in the back will be used for material & tool storage only.**

**The office & warehouse will be CBS structures with split face block on front elevations with the office having a covered entry with open truss framing and stack stone applied to lower 3' of front elevation and columns.**

**Recent Notable projects completed by Treasure Coast General Contractors, LLC.**
**In City of Fort Pierce**
**Thirsty Turtle (Fort Pierce/Downtown)**
**Sunrise City Café Recent Remodel (Fort Pierce/Downtown)**
**Piehole Pizzeria (Fort Pierce/South Hutchinson Island)**

**Sincerely**

**Devin Wheaton**
**Owner**

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

## Property Identification

Site Address: 2006 HARTMAN RD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-332-0005-000-1
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 26510
Map ID: 24/17S
Zoning: General Co

## Ownership

Wheaton Holdings LLC
1720 Copenhaver RD
Fort Pierce, FL 34945



## Legal Description

17 35 40 FROM NW COR OF SW 1/4 OF SEC RUN S 01-20-40 W 1815.75 FT,TH S 88-39-20 E 45 FT TO POB,TH N 89-46-21 E 394.67 FT,TH N 04-04-55 W 255.65 FT,TH S 89-46-21 W 200.49 FT,TH S 01-20-40 W 14.91 FT,TH S 89-46-21 W 170.02 FT,TH S 01-20-40 277.6 FT TO POB (99,317SQFT / 2.28 AC) (OR 4737-43)

## Current Values

| | |
|---|---|
| Just/Market Value: | $81,200 |
| Assessed Value: | $81,200 |
| Exemptions: | $0 |
| Taxable Value: | $81,200 |

**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): | 1,104 |
| Gross Sketched Area (SF): | 1,704 |
| Land Size (acres): | 2.28 |
| Land Size (SF): | 99,317 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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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@kk

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: DANA 3/22/23 01 Receipt no: 14550

| Year | Number | Type | SvcCd | Description | Amount |
|---|---|---|---|---|---|
| 2023 | 7000009 | PL | | PLANNING DEPARTMENT | $6390.00 |

2006 HARTMAN RD
CK FR/TREASURE COAST GENERAL
CONTRACTORS
SITE PLAN & MISC

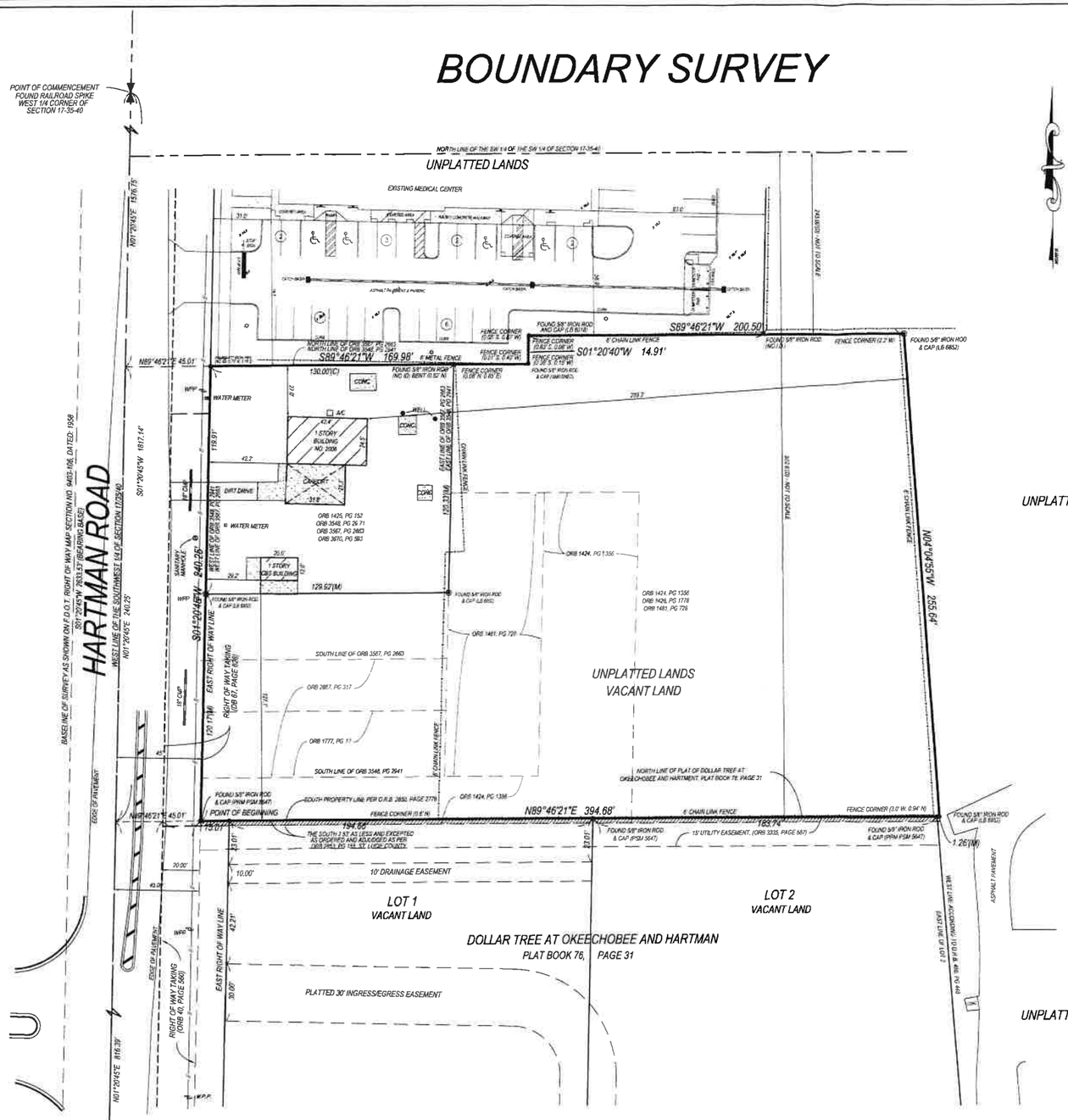
Tender detail
CH Ref#: 3510 $6390.00
Total tendered: $6390.00
Total payment: $6390.00

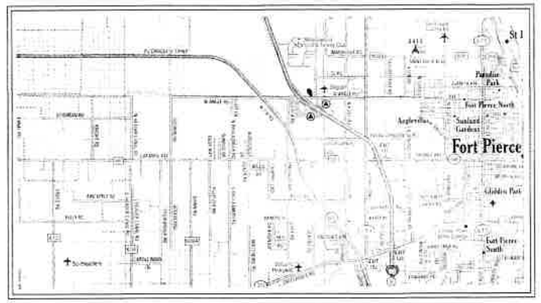
Trans date: 3/22/23 Time: 12:46:51

THANK YOU!

079530

# BOUNDARY SURVEY




LOCATION MAP: NOT TO SCALE

GRAPHIC SCALE

( IN FEET )
1 inch = 30 ft.

## LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND DESCRIBED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1434, PAGE 1356; OFFICIAL RECORDS BOOK 1428, PAGE 1778; OFFICIAL RECORDS BOOK 1481, PAGE 726; OFFICIAL RECORDS BOOK 1777, PAGE 17; OFFICIAL RECORDS BOOK 2887, PAGE 317; OFFICIAL RECORDS BOOK 3548, PAGE 2671; RE-RECORDED IN OFFICIAL RECORDS BOOK 3567, PAGE 2663; OFFICIAL RECORDS BOOK 3970, PAGE 583 AND FINAL JUDGEMENT QUIETING TITLE RECORDED IN OFFICIAL RECORDS BOOK 2853, PAGE 155; LESS AND EXCEPT ANY PORTION DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 67, PAGE 628.

ALSO KNOWN AS:
A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 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 WEST 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 01°20'45" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1817.14 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THE PLAT OF DOLLAR TREE AT OKEECHOBEE AND HARTMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGE 31 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°46'21" EAST, A DISTANCE OF 45.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HARTMAN ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PLAT OF DOLLAR TREE AT OKEECHOBEE AND HARTMAN, ; THENCE CONTINUE SOUTH 89°46'21" EAST, ALONG THE NORTH LINE OF SAID PLAT AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 394.68 FEET; THENCE NORTH 04°04'55" WEST, A DISTANCE OF 255.64 FEET TO A POINT THAT IS 245 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE SOUTH 89°46'21" WEST, ALONG SAID LINE, A DISTANCE OF 200.50 FEET; THENCE SOUTH 01°20'40" EAST, A DISTANCE OF 14.91 FEET; THENCE SOUTH 86°46'21" WEST, A DISTANCE OF 169.98 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF HARTMAN ROAD; THENCE SOUTH 01°20'45" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 240.25 FEET TO THE POINT OF BEGINNING.

## CERTIFICATIONS:

1. CD ADKINS INVESTMENTS, LLC, a Florida limited liability company
2. EDWARD W. BECHT, P.A.
3. ST. LUCIE TITLE SERVICES, INC
4. COMMONWEALTH LAND TITLE INSURANCE COMPANY

## 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 AS-BUILT 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. THE BEARING BASE OF THIS SURVEY IS ALONG THE WEST LINE OF SECTION 17-35-40, S01°20'45"W, BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, 83/90 ADJUSTMENT.
5. LEGAL DESCRIPTION FURNISHED BY CLIENT.
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. THIS SITE LIES IN FLOOD ZONE "X" AS SCALED AND INTERPOLATED ON FEMA MAP NO. 12111C-0186-J, DATED FEBRUARY 16, 2012.
9. OWNERSHIP OF FENCE AS SHOWN, IF ANY, ARE NOT DETERMINED BY THIS SURVEY.
10. SITE AREA: 95846.30 SQUARE FEET.

## LEGEND:

F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
LB = LICENSED BUSINESS
ID = IDENTIFICATION
CONC. = CONCRETE
CBS = CONCRETE BLOCK STRUCTURE
CMP = CORRUGATED METAL PIPE
WPP = WOOD POWER POLE
-#- = OVERHEAD UTILITIES
DB = DEED BOOK

## 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 | DWG | CHK |
|---|---|---|---|
| | | | |

PREPARED FOR:
CD ADKINS INVESTMENTS, LLC
2006 HARTMAN ROAD
FORT PIERCE, FLORIDA


WATSON | KILLANE
SURVEYING AND MAPPING, INC.
2240 NE DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868
WATSONKILLANE@GMAIL.COM
LICENSED BUSINESS NO. 8241


| | |
|---|---|
| JOB NUMBER: | 18-156 |
| FIELD DATE: | 3-28-2018 |
| CHECKED BY: | CDW |
| DRAWN BY: | DPK |
| SCALE: | 1"= 30' |
| SHEET | 1 OF 1 |

Treasure Coast General Contractors, LLC
1720 Copenhaver Rd
Fort Pierce, FL 34945
treasurecoastgc@gmail.com
License# CGC1526542

**Traffic Statement**

**To Whom It May Concern:**

**The property is located at 2006 Hartman Rd and the proposed site plan is for a new office/shop for Treasure Coast General Contractors, LLC. The proposed shop on the east side of the property will be used for storage purposes only and will not have offices/parking of any kind. The proposed office on the west side(Road Front) is not open to the public and will be by appt only if needed for a new client meeting. For office purposes we should not have more than 4-6 people in this office at any given time. We will have (1) receptionist and 4-5 office employees maximum.**

**Sincerely,**

**Devin Wheaton**
**Owner**

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4965229 12/10/2021 04:01:52 PM
OR BOOK 4737 PAGE 43 - 44 Doc Type: DEED
RECORDING: $18.50
Doc Tax: $1890.00

Prepared by and return to:
**Brian T. Anderson, Esq.**
**Attorney at Law**
**Becht Anderson LLP**
**321 S. 2nd Street**
**Fort Pierce, FL 34950**
**772-465-5500**
File Number: **AdkinsWheaton**
Will Call No.:

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **10th** day of **December, 2021** between **CD Adkins Investments, LLC, a Florida limited liability company** whose post office address is **9821 Orange Avenue, Fort Pierce, FL 34945**, grantor, and **Wheaton Holdings LLC, a Florida limited liability company** whose post office address is **1720 Copenhaver Rd, Fort Pierce, FL 34945**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

**A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND DESCRIBED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1424, PAGE 1356; OFFICIAL RECORDS BOOK 1428, PAGE 1778; OFFICIAL RECORDS BOOK 1481, PAGE 728; OFFICIAL RECORDS BOOK 1777, PAGE 17; OFFICIAL RECORDS BOOK 2887, PAGE 317; OFFICIAL RECORDS BOOK 3548, PAGE 2971; RE-RECORDED IN OFFICIAL RECORDS BOOK 3567, PAGE 2663; OFFICIAL RECORDS BOOK 3970, PAGE 593 AND FINAL JUDGMENT QUIETING TITLE RECORDED IN OFFICIAL RECORDS BOOK 2853, PAGE 155; LESS AND EXCEPT ANY PORT/ON DESCR/BED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 67, PAGE 628.**

**ALSO KNOWN AS:**
**A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 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 WEST 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 01° 20' 45" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1817.14 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THE PLAT OF DOLLAR TREE AT OKEECHOBEE AND HARTMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGE 31, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89° 46' 21" EAST, A DISTANCE OF 45.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HARTMAN ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PLAT OF DOLLAR TREE AT OKEECHOBEE AND HARTMAN,; THENCE CONTINUE SOUTH 89° 46' 21" EAST, ALONG THE NORTH LINE OF SAID PLAT AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 394.68 FEET; THENCE NORTH 04° 04' 55" WEST; A DISTANCE OF 255.64 FEET TO A POINT THAT IS 245 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE SOUTH 89° 46' 21" WEST, ALONG SAID LINE, A DISTANCE OF 200.50 FEET;**

**THENCE SOUTH 01° 20' 40" EAST, A DISTANCE OF 14.91 FEET; THENCE SOUTH 89° 46' 21" WEST, A DISTANCE OF 169.98 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF HARTMAN ROAD; THENCE SOUTH 01° 20' 45 WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 240.25 FEET TO THE POINT OF BEGINNING**

**Parcel Identification Number: 2417-332-0005-000-1 / 2417-332-0006-000-8**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Ed Wacht

Witness Name: Brian T. Anderson

CD Adkins Investments, LLC

By: _____
Cheryl C. Adkins, Managing Member

State of Florida
County of Saint Lucie

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 10th day of December, 2021 by Cheryl C. Adkins, Managing Member of CD Adkins Investments, LLC, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

BRIAN T. ANDERSON
Commission # HH 125352
Expires May 3, 2025
Bonded Thru Budget Notary Services

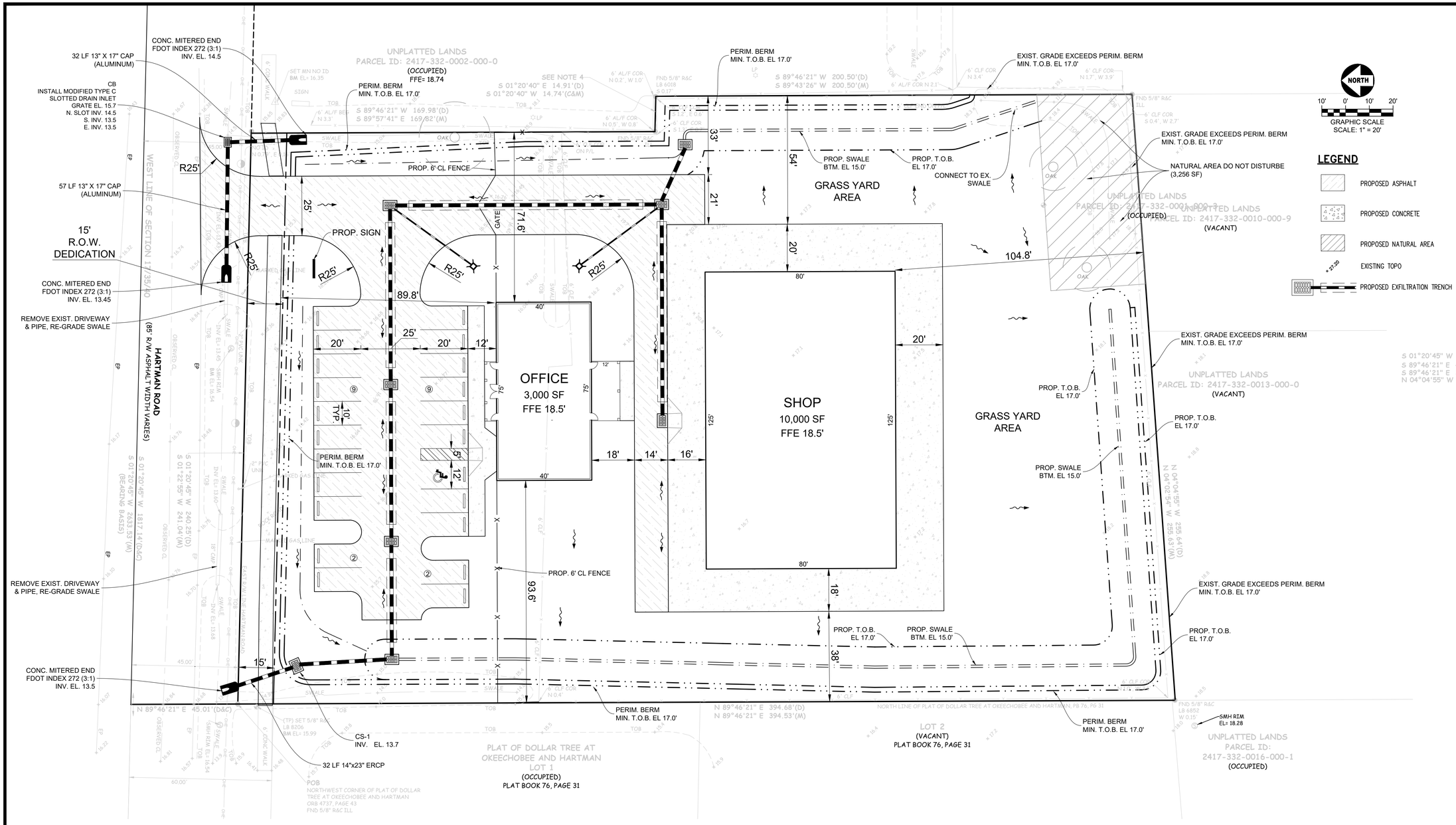
Notary Public, State of Florida

Printed Name: _____

My Commission Expires: _____



DoubleTime®




## Site Data:

| | | |
|---|---|---|
| Total Site Area: | 95,047 sf | (2.18 Ac.) |
| R.O.W. Dedication Area: | 3,603 sf | (0.08 Ac.) |
| Total Developed Site Area: | 91,444 sf | (2.10 Ac.) (100%) |
| Impervious Area: | 38,470 sf | (0.88 Ac.) (42%) |
| Buildings - Proposed: | 13,000 sf | (0.30 Ac.) (14%) |
| Concrete Walks, Aprons, Patios | 9,824 sf. | (0.22 Ac.) |
| Asphalt Pavement: (Excluding R.O.W.) | 15,646 sf. | (0.36 Ac.) |
| Pervious Area (Open Space): | 52,974 sf. | (1.22 Ac.) (58%) |
| Green / Landscape Area: | 37,043 sf. | (0.85 Ac.) |
| Swale Area: | 12,675 sf. | (0.29 Ac.) |
| Natural Area: | 3,256 sf. | (0.08 Ac.) |
| Existing Zoning: | | C-3 |
| Future Land Use Designation: | | GC / CC |
| Existing Use: | | Office / Storage Yard |

## Building Data:

| | | |
|---|---|---|
| Gross Floor Area Proposed: | 13,000 sf | (14%) |
| Building Coverage Allowed: | 54,866 sf | (60%) |
| Maximum Height: | 65 Feet | |

## Parking Requirements:

| | |
|---|---|
| Parking Required: | 12 Spaces |
| Buildings: (13,000 sf) 1 space per 600 sf @ 13,000 sf: | 22 Spaces |
| Total Parking Required: | 22 Spaces |
| Total Parking Provided: | 22 Spaces |
| | Includes 1 Handicap Space |


FLORIDA CA LICENSE NO. 30922

LA CONTE ENGINEERING
CIVIL ENGINEERING DESIGN & CONSULTING
2440 SE Federal Hwy, Suite W, Stuart, Florida 34994 (772) 215-0354


| NO. | DATE | REVISION | BY |
|---|---|---|---|
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| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |

TREASURE COAST GENERAL CONTRACTORS, LLC
HARTMAN ROAD PARCEL

# PRELIMINARY SITE PLAN

CITY OF FORT PIERCE FLORIDA

SEAL

FLORIDA 41070

| | |
|---|---|
| SCALE 1" = 20' | DATE 8/12/22 |
| DRAWN BY WAO | DESIGN BY PJL |
| DRAWING Hartman_base.dwg | |
| SHEET NO. 1 OF 1 | |

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

| | |
|---|---|
| **TO:** | Technical Review Committee |
| **THROUGH**: | Kevin Freeman, Planning Director |
| **FROM:** | Ryan Altizer, Planner |
| **RE:** | **Office/Shop - Site Plan- 23-07000009**<br>**2006 Hartman Road** |
| **BOARD DATE:** | April 20, 2023 |

**Re-submittal of Site Plan at 2006 Hartman Rd.**

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Development and Design Review for 2006 Hartman Road.

Please send all comments to raltizer@cityoffortpierce.com, kcharles@cityoffortpierce.com and/or through interoffice mail to the Planning Department

If you have any questions, please contact the Planning Department at 772-467-3737 or Ryan Altizer at 772-467-3742.

Thank you.

Treasure Coast General Contractors, LLC
1720 Copenhaver Rd
Fort Pierce, FL 34945
treasurecoastgc@gmail.com
License# CGC1526542

**Planning Comments Update**

**To Whom It May Concern:**

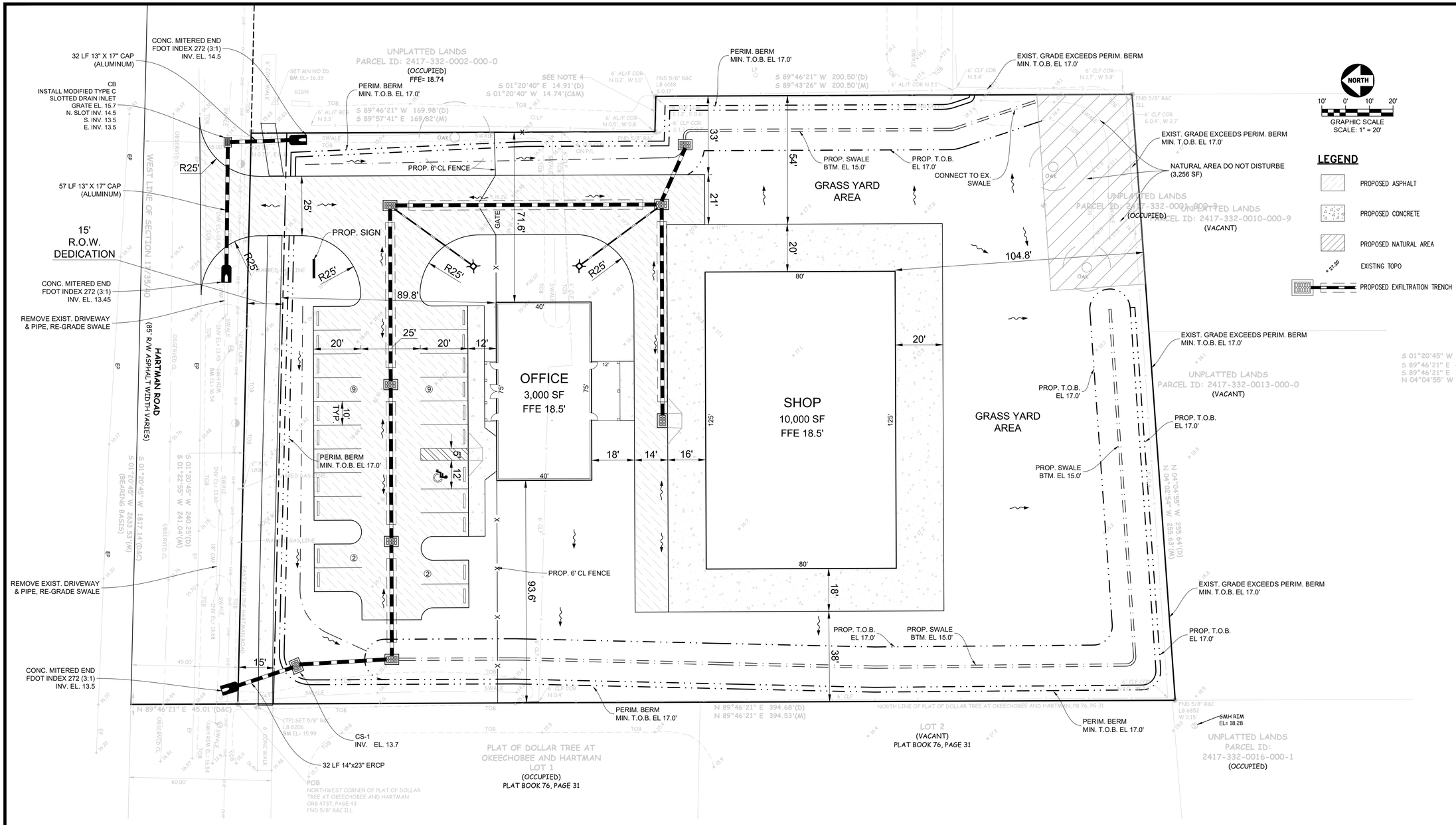
**Driveway Adjustments- The second driveway was removed and main entrance driveway was positioned to the North as requested.**

**Retention- Retention area was moved from the rear of property and re-designed similar to the medical office to the North.**

**Parking Adjustments- Parking was adjusted to reflect needed parking based on requirements per Planning Department. (22 Spots)**

**Sincerely**

**Devin Wheaton**
**Owner**




## Site Data:

| | | |
|---|---|---|
| Total Site Area: | 95,047 sf | (2.18 Ac.) |
| R.O.W. Dedication Area: | 3,603 sf | (0.08 Ac.) |
| Total Developed Site Area: | 91,444 sf | (2.10 Ac.) (100%) |
| Impervious Area: | 38,470 sf | (0.88 Ac.) (42%) |
| Buildings - Proposed: | 13,000 sf | (0.30 Ac.) (14%) |
| Concrete Walks, Aprons, Patios | 9,824 sf. | (0.22 Ac.) |
| Asphalt Pavement: (Excluding R.O.W.) | 15,646 sf. | (0.36 Ac.) |
| Pervious Area (Open Space): | 52,974 sf. | (1.22 Ac.) (58%) |
| Green / Landscape Area: | 37,043 sf. | (0.85 Ac.) |
| Swale Area: | 12,675 sf. | (0.29 Ac.) |
| Natural Area: | 3,256 sf. | (0.08 Ac.) |
| Existing Zoning: | | C-3 |
| Future Land Use Designation: | | GC / CC |
| Existing Use: | | Office / Storage Yard |

## Building Data:

| | | |
|---|---|---|
| Gross Floor Area Proposed: | 13,000 sf | (14%) |
| Building Coverage Allowed: | 54,866 sf | (60%) |
| Maximum Height: | 65 Feet | |

## Parking Requirements:

| | |
|---|---|
| Parking Required: | 12 Spaces |
| Buildings: (13,000 sf) 1 space per 600 sf @ 13,000 sf: | 22 Spaces |
| Total Parking Required: | 22 Spaces |
| Total Parking Provided: | 22 Spaces |
| | Includes 1 Handicap Space |


FLORIDA CA LICENSE NO. 30922

LA CONTE ENGINEERING
CIVIL ENGINEERING DESIGN & CONSULTING
2440 SE Federal Hwy, Suite W, Stuart, Florida 34994 (772) 215-0354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TREASURE COAST GENERAL CONTRACTORS, LLC
HARTMAN ROAD PARCEL

# PRELIMINARY SITE PLAN

CITY OF FORT PIERCE FLORIDA

SEAL

FLORIDA 41070

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If you have any questions, please contact the Planning Department at 772-467-3737 or Ryan Altizer at 772-467-3742.

Thank you.

**SITE PLAN:**

1. Update the plan to indicate the driveway setbacks and spacing to ensure compliance with the City of Fort Pierce Code of Ordinances Section 125-316. The driveway shall have a minimum setback from the side property line of 25'.
   Shown on Revised Site Plan
2. The minimum driveway aisle is 26' for perpendicular parking. Please revise the plans accordingly and be aware that you can gain 2' by reducing the parking stall length from 20' to 19' if needed.
   Changed on Revised Site Plan to 19' parking stall to allow for the 26'
3. The previously provided comment "Provide a note on the Site Plan that all construction will comply with Sections 119, 123, and 125 of the City of Fort Pierce Code of Ordinances." was not addressed.
   Note Added to Revised Site Plan
4. The previously provided comment "Update the site plan to identify the location of all stop signs and stop bars." was not addressed.
   Updated on Revised Site Plan
5. Previous comment "Relocate the two retention areas to the rear of the property in accordance with the City of Fort Pierce Code of Ordinances Section 119-9." was addressed by removing the retention areas. How will stormwater be treated for water quality/quantity?
   Surface water quality treatment and storage shall be provided via the proposed exfiltration trench and connected swales (note on revised site plan)
6. Provide the required curbing at all landscaped islands in accordance with the City of Fort Pierce Code of Ordinances Section 127-37(11)(d).
   Updated on revised site plan
7. Provide a vicinity/location map on the site plan.
   Added to Revised Site Plan

**LANDCAPE PLAN (No Landscape Plan provided to address previously provided comments):**

1. Identify the tree designation of "LO" as it does not appear in the legend.
   New Landscape/Irrigation Plan for Revised Site Plan
2. Please confirm with SLC that it is acceptable that trees are planted within the limits of a R/W dedication, should that R/W be donated along Hartman Road.
   Completed

**ADVISORY COMMENTS:**

1. The drainage plan will be reviewed at DPCR submittal at which time a drainage report and environmental assessment will be required.
2. Hartman Road is a St. Lucie County owned and maintained roadway. Please verify with the County the required R/W donation and R/W improvements

## Site Data:

| | | |
|---|---|---|
| Total Site Area: | 95,047 sf | (2.18 Ac.) |
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| Impervious Area: | 38,107 sf | (0.87 Ac.) (41%) |
| Buildings - Proposed: | 13,000 sf | (0.30 Ac.) (14%) |
| Concrete Walks, Aprons, Patios | 9,824 sf. | (0.22 Ac.) |
| Asphalt Pavement: (Excluding R.O.W.) | 15,283 sf. | (0.35 Ac.) |
| Pervious Area (Open Space): | 53,337 sf. | (1.23 Ac.) (59%) |
| Green / Landscape Area: | 37,406 sf. | (0.86 Ac.) |
| Swale Area: | 12,675 sf. | (0.29 Ac.) |
| Natural Area: | 3,256 sf. | (0.08 Ac.) |
| Existing Zoning: | | C-3 |
| Future Land Use Designation: | | GC / CC |
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| Maximum Height: | 65 Feet | |

## Parking Requirements:

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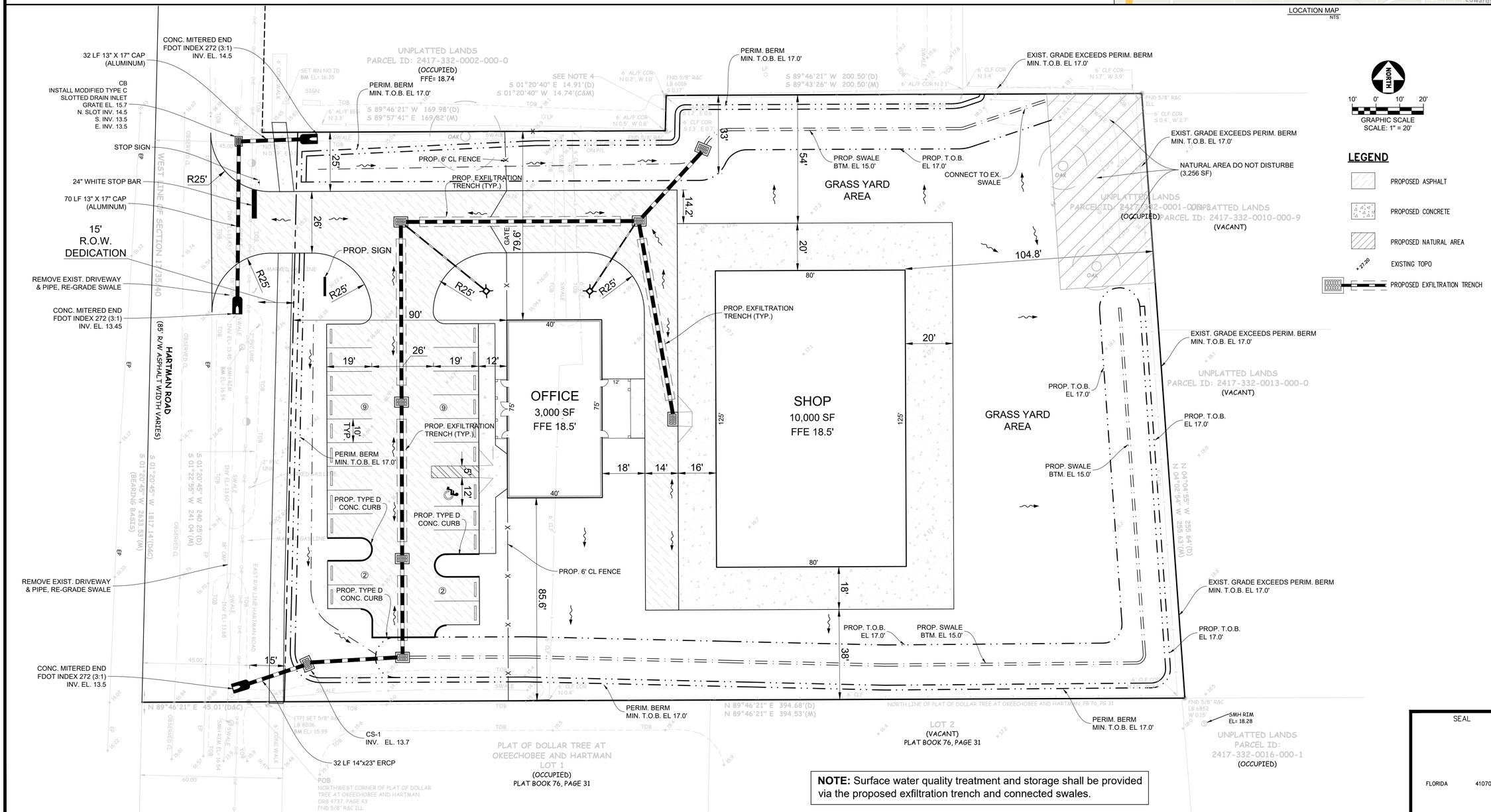
| Parking Required: | 12 Spaces |
| Buildings: (13,000 sf) 1 space per 600 sf @ 13,000 sf: | 22 Spaces |
| Total Parking Required: | 22 Spaces |
| Total Parking Provided: | 22 Spaces (Includes 1 Handicap Space) |

**NOTE:** All construction shall comply with sections 119, 123 and 125 of the City of Fort Pierce code of ordinances.




LOCATION MAP
NTS




## LEGEND

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED NATURAL AREA
- EXISTING TOPO (×27.20)
- PROPOSED EXFILTRATION TRENCH

**NOTE:** Surface water quality treatment and storage shall be provided via the proposed exfiltration trench and connected swales.


LA CONTE ENGINEERING
CIVIL ENGINEERING DESIGN & CONSULTING
2440 SE Federal Hwy, Suite W, Stuart, Florida 34994 (772) 215-0354
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TREASURE COAST GENERAL CONTRACTORS, LLC
HARTMAN ROAD PARCEL

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CITY OF FORT PIERCE FLORIDA

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| SHEET NO. 1 OF 1 | |

# HARTMAN ROAD COMMERCIAL

## 2006 HARTMAN ROAD FORT PIERCE, FLORIDA

JULY 27, 2023

# PLANTING PLAN

## AND TREE MITIGATION

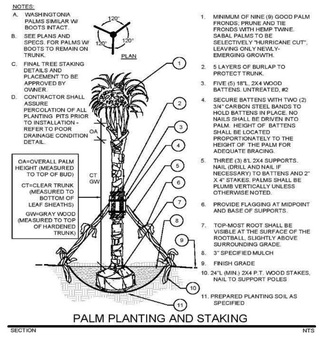
### PLANT LIST

| KEY | QTY | BOTANICAL NAME | COMMON NAME | N* | WW* | SIZE/SPECIFICATIONS |
|---|---|---|---|---|---|---|
| TREES | | | | | | |
| **LA** | 8 | Quercus laurifolia | Laurel Oak | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **MH** | 7 | Swetenia mahogani | Mahogany | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **OG** | 4 | Cordia sebestena | Orange Geiger | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **PT** | 6 | Simarouba glauca | Paradise Tree | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **GL** | 5 | Bursera simaruba | Gumbo Limbo | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **TP** | 7 | Tabebuia rosea | Pink Trumpet Tree | | | 12' Ht., 2 ½" DBH., 65 Gal. |
| **DH** | 14 | Ilex cassine | Dahoon Holly | X | X | 12' Ht., 2 ½" DBH., 65 Gal. |
| **FP** | 16 | Wodyetia bifurcata | Foxtail Palm | | | 8' Ht. Grey Wood, Matched |
| **CN** | 18 | Cocos nucifera | Coconut Palm | | | 4' – 6' Ht. Grey Wood |
| **RP** | 8 | Roystonea regia | Royal Palm | X | X | 8' Ht. Grey Wood, Matched |
| SHRUBS | | | | | | |
| **YA** | 72 | Illicium parviflorum | Yellow anise | X | X | 24" Ht. x 16" Spr. |
| **CO** | 52 | Chrysobalanus icaco | Cocoplum 'Red Tip' | X | X | 24" Ht. x 16" Spr. |
| **CL** | 178 | Clusia guttifera 'Dwarf' | Dwarf Clusia | X | X | 24" Ht. x 16" Spr. |
| **FB** | 91 | Hamelia patens, Dwarf | Firebush, Dwarf | X | X | 24" Ht. x 16" Spr. |
| **NG** | 75 | Ixora 'Nora Grant' | Nora Grant Ixora | | X | 24" Ht. x 16" Spr. |
| **SV** | 108 | Viburnum suspensum | Sandankwa viburnum | | | 24" Ht. x 16" Spr. |
| **YH** | 41 | Ilex vomitoria 'Shillings' | Ilex Vomitoria 'Shillings' | X | X | 16" Ht. X 12" Spr. |
| **GB** | 123 | Conocarpus erectus | Green Buttonwood | X | X | 24" Ht. x 16" Spr. |
| **WV** | 125 | Viburnum obovatum | Walter's Viburnum | X | X | 24" Ht. X 16" Spr. |
| GROUNDCOVERS | | | | | | |
| **PJ** | 111 | Juniperus chinensis 'Parsonii' | Parson's Juniper | | X | 1 Gal. |
| **LI** | 91 | Liriope Muscari 'Emerald Goddess' | Liriope Emerald Goddess | | | 1 Gal. |
| **BH** | 7 | Bougainvillea glabra | Bougainvillea 'Helen Johnson | | X | 24" Ht. x 16" Spr. |
| LAWN GRASS | | | | | | |
| **SA** | per plan | Stenothphrum secundatum | St. Augustine 'Floritam' | | | Solid sod |

NOTE: * N = Florida Native; WW = Water Wise Drought tolerant

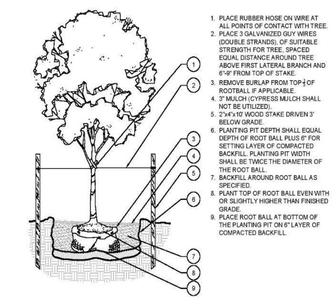
### PLANTING SPECIFICATIONS

1. All plant materials shall be Florida Number 1 as provided in the most current edition of the "Grades and Standards for Nursery Plants, Parts I & II" prepared by the state Department of Agriculture and Consumer Services.
2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.
3. Quantities listed on the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, Topsoil, Fertilizer, etc. shall be included in the unit cost of the plants.
4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or Plant List, the plan takes precedence.
5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or Floramulch grade "B" or better. Refer to the Plant List for the specified mulch type. Alternative mulch material is required to be approved by Landscape Architect.
6. The Planting Plan shall be installed in compliance with all existing codes and applicable deed restrictions.
7. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas.
8. Planting soil to be a weed-free mixture of 50% sand and 50% much or other organic planting material suitable to the Landscape Architect
9. 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.
10. Contractor shall be responsible for providing final grading of all associated planting areas.
11. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off site.
12. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 7).
13. No plunging of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.
14. Contractor shall stake and guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during the Warranty Period and removal and disposal of staking after the establishment period.
15. Fertilizer is required for plantings and shall be NPK 16-4-8 at 12.5 lbs/1000 s.f. or 345 lbs/acre. Nitrogen 50% slow release form and fertilizer to include secondary/minor micronutrients.
16. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Landscape Architect, the Owner and governing municipality.
17. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition, Contractor will continue watering of plant material until substantial completion and as needed and thereafter for a period of 2-months.
18. All new plant material shall be guaranteed for 1-year from time of final acceptance of the project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10-days of notification. For all replacement plant material, the warranty period shall be extended an additional 45-days beyond the original warranty period. All trees that lean or are blown over, caused by winds less than 75-MPH, will be re-set and braced by the contractor at no additional cost to the Owner.
19. The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.
20. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
21. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
22. Root prune all field grown trees a minimum of 8-weeks prior to planting.




PALM PLANTING AND STAKING

SECTION NTS




TREE PLANTING AND STAKING

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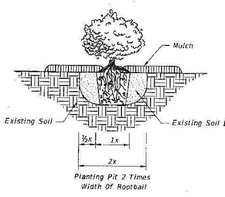


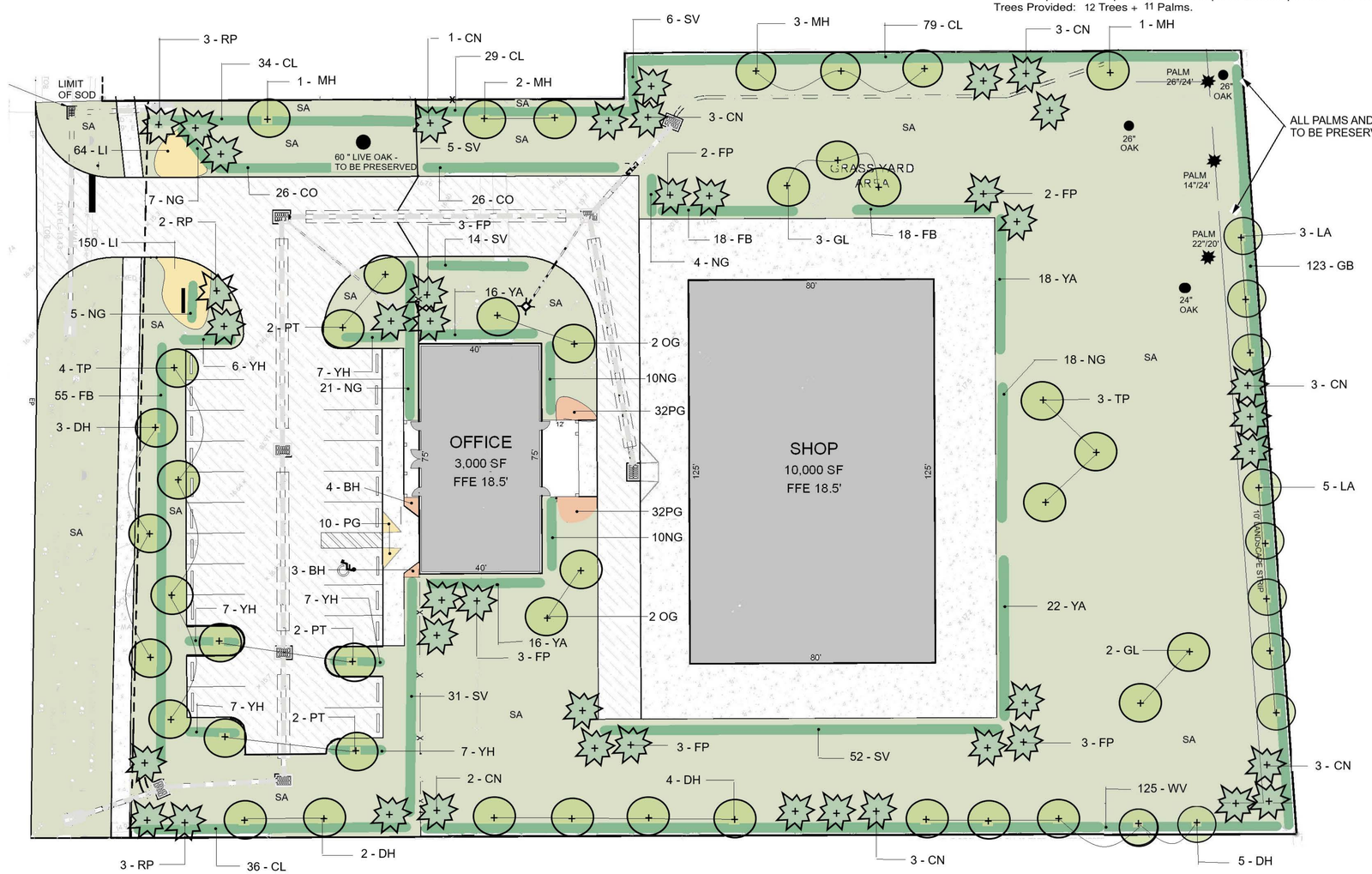

GROUND COVER/SHRUB PLANTING

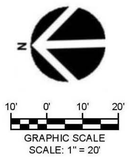
### PLANTING REQUIREMENTS

Landscape Strips – Between Streets and VUA's and Retention Areas
10' Strip, Trees per 300 SF
Trees Required: 6.33 trees
Trees Provided: 7 trees + 8 Palms (2.66-trees equivalent) = 9.66 trees

Landscape Strips – Between VUA and Buildings and Other Properties
10' Strip, Trees per 200 SF
Trees Required: 46 trees
Trees Provided: 26 trees + 2 3 Palms (7 -trees equivalent) = 33 trees +
116" DBH Preserved Oaks and 3 Sabal Palms

Interior Vehicular Use Areas -
Landscape Area Required: 1 S.F. per 15 S.F. of VUA (15,106 sf) = 1,007 S.F.
Trees Required: 1 tree per 100 S.F. of Required Landscape Area = 10 Trees
Trees Provided: 12 Trees + 11 Palms.




48 HOURS BEFORE DIGGING
CALL TOLL-FREE
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC
UNDERGROUND UTILITIES NOTIFICATION CENTER

PREPARED BY: FL REG. # 0000422

GEORGE BOTNER, PLA, AICP
LANDSCAPE ARCHITECTURE & PLANNING
4320 S E Cove Lake Circle, Suite # 104
Stuart, FL 34997 botnerg@aol.com
(954) 798-7158 (Cell) (772) 221-9558

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# HARTMAN ROAD COMMERCIAL

## 2006 HARTMAN ROAD FORT PIERCE, FLORIDA

AUGUST 9, 2023

# IRRIGATION PLAN

## IRRIGATION SPECIFICATIONS

**SYSTEM DESCRIPTION:**
This is an automatic irrigation system. Water supply is a 1 ½" Horse 110v Pump supplied by a 2" well (shown on plans).
The system is looped and consists of 9 zones. Flow rate is a minimum of 63 GPM to the valves, which the Contractor shall verify with the well and pump contractor.

**SYSTEM PIPE:**
All pipe shall be Class 200 PVC or heavier. System Main shall be Sch.40 PVC pipe. All fittings shall be solvent weld Sch.40 fittings unless otherwise indicated in these specifications. Do not use SxMIP adapters except for shrub risers. Class 200 PVC main line pipe. Main shall be pressure tested with all valves in place and prior to backfilling. Test shall be 100 PSI for one hour. Loss of 10 PSI within the hour shall constitute failure. Solvent weld fittings and pipe ends shall be cleaned with an all purpose PVC Pipe cleaner prior to applying glue. Main shall have a minimum of 24" of cover. All other pipe, laterals, etc. shall have a minimum 12" of cover. Backfill shall be free of debris and sharp objects. No rock larger than ¾" shall be in contact with PVC pipe anywhere. All pipe above ground, with the exception of shrub risers, shall be galvanized, copper, bronze or ductile iron, and shall be painted with a flat black epoxy water proof paint. Shrub risers shall be Sch.40 or Sch.80 PVC and shall be painted with flat black epoxy paint.

1. Assembly for Solvent Weld PVC pipe:
   a. Cut square with PVC cutter, and debur the cut prior to assembly.
   b. Clean PVC pipe with PVC cleaner prior to assembly.
   c. Use gray, heavy bodied, slow drying, high strength glue.
   d. Keep out of service for the length of time as specified by the Manufacturer of the PVC glue.

**SLEEVES:**
All pipe under paving (walks, planter walls and drives, etc.) shall be sleeved with Sch. 40 PVC pipe. Sleeves shall extend beyond the edge of pavement and shall be marked. The water line shall be installed in sleeve prior to installation of the sleeve. Cap ends of water line during construction to prevent debris from entering. Sleeves under roads shall have a minimum cover of 18 inches.

**SPRINKLERS:**
All sprinklers shall be the type referred to in the Irrigation Key and shall be attached to the lateral with either flexible line (swing pipe) or a PVC swing joint such as those manufactured by Lasco, Rainbird or Dura Industries, specifically for irrigation use, being constructed with components utilizing Acme threads and o-ring seals. Pressure rating shall be 200 PSI, or greater, as stated by the manufacturer. Sprinklers using more than 4 GPM shall be connected utilizing PVC swing joints. Barbed fittings shall be same size as sprinkler inlet. Sprinklers shall be set flush with final grade and absolutely vertical.. Use Stainless Steel risers on all rotor heads.

1. Spray heads shall be Rainbird 1806, 6" pop-up heads with series 10 & 15 nozzles, unless otherwise specified in these drawings.

2. Spray heads in shrub areas shall be shrub adapters on Sch.40 risers. Height to be established by landscape architect. This plan requires 18" risers. Risers shall NOT be used next to paved areas and pedestrian walks where they are exposed to damage. In these areas use 12" pop-ups. Paint shrub risers with water proof black epoxy paint.

**CONTROLLERS:**
RAINBIRD ESP-Me3 4- 10 Stations to operate 9 sections + master valve. Controller shall be located on SHOP wall where shown on the plan adjacent to spigot. Grounding shall be equal to – or better than the manufacturer's recommendation. It shall also comply with the National Electrical Code. Both of these requirements preclude using the building or electrical supply line for grounding purposes. UL approved Ground Rod shall be utilized unless otherwise specified, or if the minimum resistance reading cannot be made. If minimum grounding cannot be made, utilize grounding plates until specified resistance is met.

**RAIN SHUT-OFF DEVICE:**
Install a rain shut-off device out of the range of the sprinklers as per State DER requirements. Submit manufacturers equipment sheet prior to installation of any such device. Specified model is Rainbird WR2-RFC Wireless sensor and timer.

**ELECTRIC CONTROL VALVES:**
RAINBIRD PGA 24V electric control valves. All valves shall be housed in 16" x 12" rectangular Carson 1419B valve boxes or larger, and installed as per details. Control Valve shall be rated at 150 PSI or higher. Use bottom inlet whenever possible.

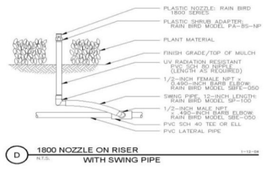
**CONTROL WIRE:**
Control wire shall be UL approved, solid core, PE or PVC covered irrigation control wire.
SIZE: Use a minimum of 14 gage control and 12 gage bond wire. All splices and connections shall be made at pull boxes or valve boxes. (No field splices). Communication wire shall be as recommended by manufacturer. All splices shall be made with 3M brand DBY – 6 Direct Burial Splice Kit. All wire to be encased in UL approved PVC conduit. All wire to be brought back to controller. Wire pull boxes shall be 10" round Ametek or other approved boxes. Wire which is not rated for direct burial shall be installed in water tight conduit with water tight junction boxes.

**IRRIGATION PUMP:**
Install pump model 1-1/2 Horse GT Irri-Gator corrosion Resistant self priming, 115V, 1 PH ODP, Model GT15. Locate within pre-cast concrete enclosure on 4-inch concrete slab where shown on plans. Contractor to wire to Controller in accordance with manufacturers and municipal standards and specifications.

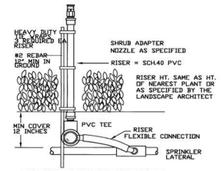
**MAINTENANCE:**
It is the contractors responsibility to maintain the system, repairing leaks, repairing broken heads, adjusting sprinkler heads, flushing system, etc. until final acceptance by the Owner. Contractor shall instruct Owners maintenance personnel as to maintenance requirements for this irrigation system. Site shall be cleaned daily of trash and debris.

**AS-BUILT DRAWINGS:**
Contractor shall provide "as-built" drawings showing all changes. All valves and changes of direction on the main line shall have GPS coordinates noted on the as-built drawings. Controller program shall be part of this submission.

**GUARANTEE:**
The entire system shall be guaranteed for a period on one year from the time of final acceptance. All manufacturers written warrantees and guarantees, as well as "as-built" drawings, maintenance and operational information, shall be turned over to the Owner prior to, and is a condition of final acceptance. Guarantee period shall not commence until all of the documents have been turned over to the Owners representative.

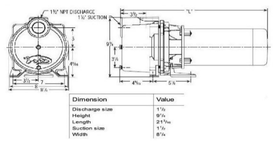


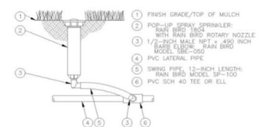
D 1800 NOZZLE ON RISER WITH SWING PIPE



SHRUB SPRAY ON RISER

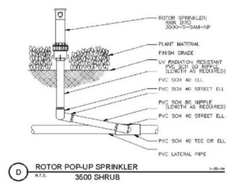
**GT IRRI-GATOR Corrosion Resistant**
Self Priming Pumps
**MODEL : GT15**



D 1804 POP-UP SPRAY SPRINKLER WITH ROTARY NOZZLE

NOTE:
IRRIGATION PLANS ARE SCHEMATIC IN NATURE ALL VALVES AND PIPES SHALL BE LOCATED IN LANDSCAPE AREAS EXCEPT AT ROAD/PAVING CROSSINGS. All construction minimums shall be in conformance to Plumbing section of the South Florida Building Code, Appendix "F". They shall also be equal to, or greater, than the "Standards" as set forth by the F.I.S. FLORIDA IRRIGATION SOCIETY. Nothing herin or contained in the specifications is intended to be in conflict with any code compliance. Contractor shall comply with all code requirements.

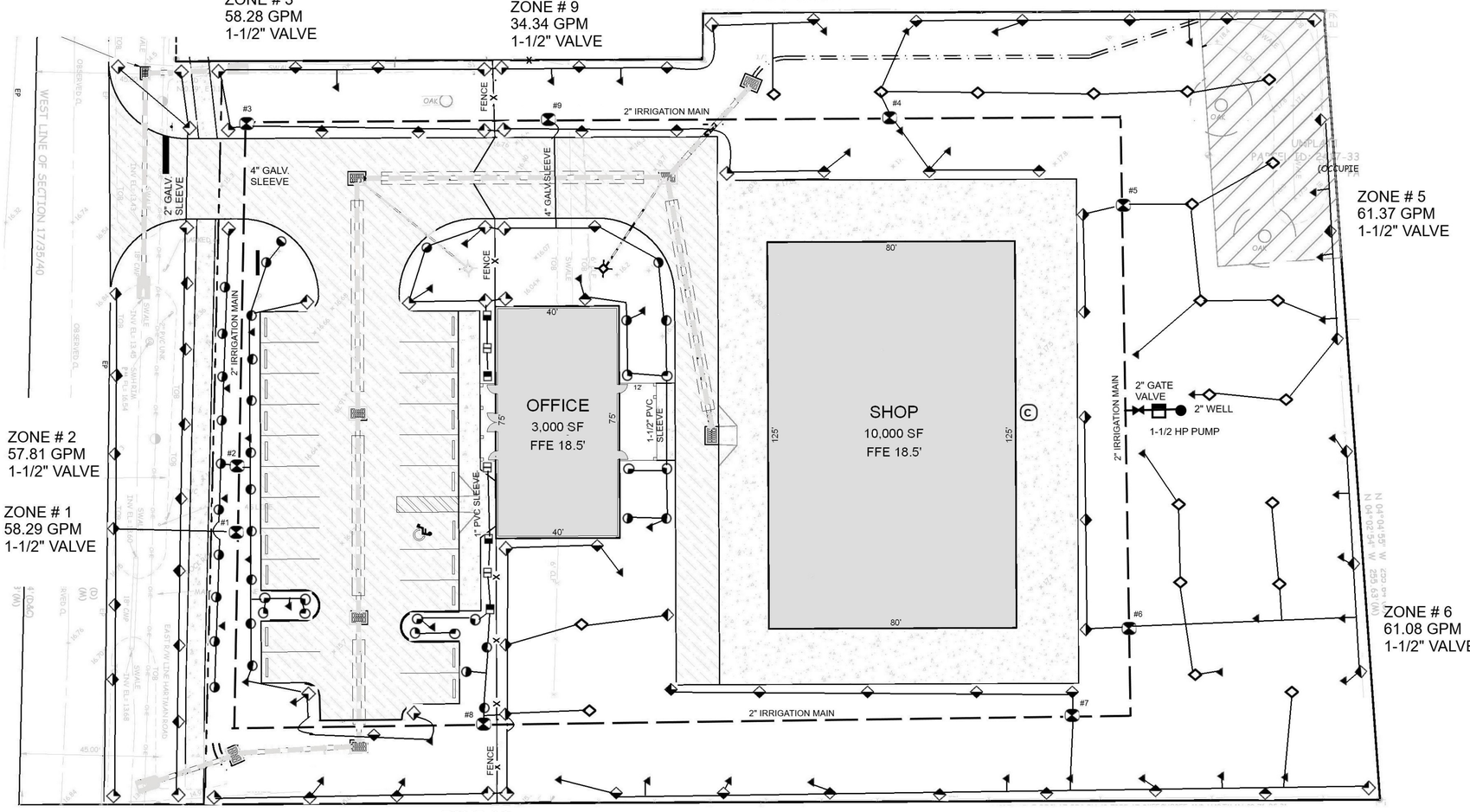


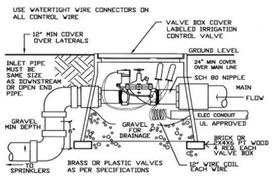
D ROTOR POP-UP SPRINKLER 3500 SHRUB

## MATERIALS KEY

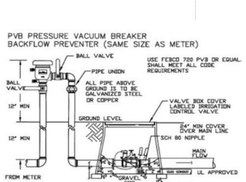
POP-UP. Rainbird 1806 Spray Heads Series 15,10, 8, or 5 Radius as shown, with pattern shown. Use adjustable nozzles as needed for coverage

- FULL CIRCLE Rainbird A17F Shrub Nozzle
- 3/4 CIRCLE/ADJUSTABLE Rainbird A17AP Shrub Nozzle
- HALF CIRCLE Rainbird A17H Shrub Nozzle
- QUARTER CIRCLE Rainbird A17Q Shrub Nozzle
- FULL CIRCLE Rainbird 5006-MPR-35
- HALF CIRCLE Rainbird 5006-MPR-35
- QUARTER CIRCLE Rainbird 5006-MPR-35
- CENTER STRIP Rainbird A17CST Shrub Nozzle
- END STRIP Rainbird A17EST Shrub Nozzle
- BUBBLER Rainbird 5CSTB. To be used with Shrub Adapter PA8S
- 24 VOLT PEB ELECTRIC CONTROL VALVE
- CONTROLLER Rainbird ESP ME3 - 22 Station with WR2 Series Wireless Rain Sensor.
- GATE VALVE
- NOTE: BUBBLERS ARE TO BE LOCATED AT BASE OF TREES AND PALMS WHERE SHOWN ON PLAN. PLACE ON 5' BLACK 3/4" POLY PIPE



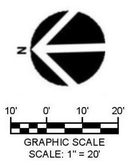
ELECTRIC REMOTE CONTROL VALVE WITH VALVE BOX



MASTER CONTROL VALVE WITH PVB and VALVE BOX



ESP ME3 CONTROLLER




PREPARED BY: FL REG. # 0000422

GEORGE BOTNER, PLA, AICP
LANDSCAPE ARCHITECTURE & PLANNING
4320 S E Cove Lake Circle, Suite # 104
Stuart, FL 34997 botnerg@aol.com
(954) 798-7158 (Cell) (772) 221-9558

DocuSigned by:
REGISTERED LANDSCAPE ARCHITECT GEORGE BOTNER JR. LA 0000422 STATE OF FLORIDA
8/9/2023
DocuSigned by:
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Treasure Coast General Contractor Site Plan

**NOTICES PROVIDED PURSUANT TO:** City Code Section 125-37

**NOTICE BY NEWSPAPER:** April 30, 2023

**NOTICE BY MAIL:** N/A

**NOTICE BY SIGNS:** N/A

**VERIFIED BY:** Ryan Altizer

**TITLE:** Senior Planner

**SIGNATURE:** Ryan Altizer

**DATE:** 10/3/2023

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning

RUN ONCE: Sunday, October 1, 2023

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

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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, October 16, 2023, 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 5:05 p.m., to consider review and approval of the following:

1. Application for a Site Plan Development & Design Review submitted by applicant Devin Wheaton to construct a 13,000 square-foot office and shop for Treasure Coast General Contractor at 2006 Hartman Road, more specifically located at Parcel Control Number: 2417-332-0005-000-1.

All interested parties may appear at the meeting and be heard with respect to the Applications. The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 10/1/2023

## Site Data:

| | | |
|---|---|---|
| Total Site Area: | 95,047 sf | (2.18 Ac.) |
| R.O.W. Dedication Area: | 3,603 sf | (0.08 Ac.) |
| Total Developed Site Area: | 91,444 sf | (2.10 Ac.) (100%) |
| Impervious Area: | 38,107 sf | (0.87 Ac.) (41%) |
| Buildings - Proposed: | 13,000 sf | (0.30 Ac.) (14%) |
| Concrete Walks, Aprons, Patios | 9,824 sf. | (0.22 Ac.) |
| Asphalt Pavement: (Excluding R.O.W.) | 15,283 sf. | (0.35 Ac.) |
| Pervious Area (Open Space): | 53,337 sf. | (1.23 Ac.) (59%) |
| Green / Landscape Area: | 37,406 sf. | (0.86 Ac.) |
| Swale Area: | 12,675 sf. | (0.29 Ac.) |
| Natural Area: | 3,256 sf. | (0.08 Ac.) |
| Existing Zoning: | | C-3 |
| Future Land Use Designation: | | GC / CC |
| Existing Use: | | Office / Storage Yard |

## Building Data:

| | | |
|---|---|---|
| Gross Floor Area Proposed: | 13,000 sf | (14%) |
| Building Coverage Allowed: | 54,866 sf | (60%) |
| Maximum Height: | 65 Feet | |

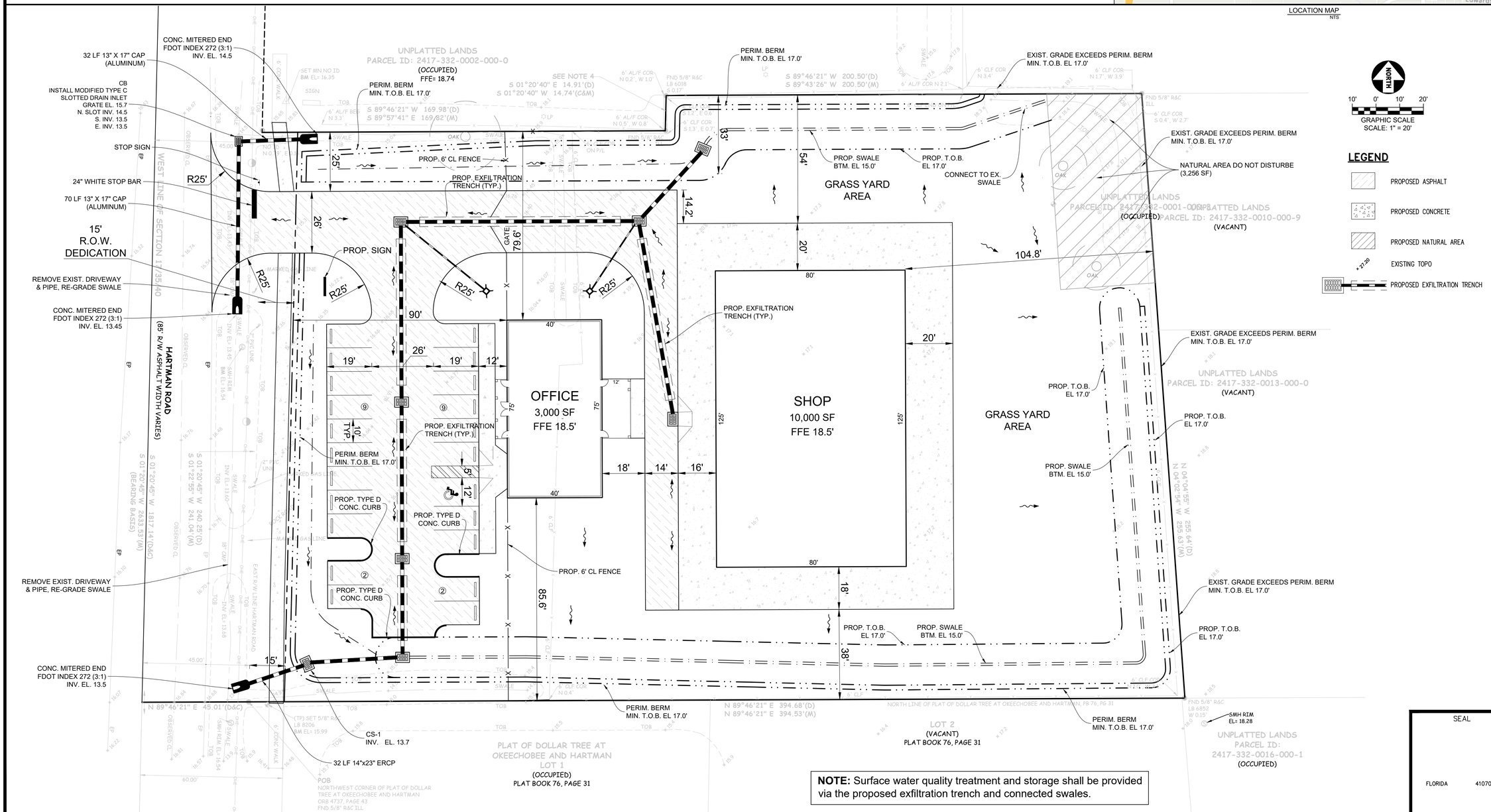
## Parking Requirements:

| | |
|---|---|
| Parking Required: | 12 Spaces |
| Buildings: (13,000 sf) 1 space per 600 sf @ 13,000 sf: | 22 Spaces |
| Total Parking Required: | 22 Spaces |
| Total Parking Provided: | 22 Spaces (Includes 1 Handicap Space) |

**NOTE:** All construction shall comply with sections 119, 123 and 125 of the City of Fort Pierce code of ordinances.




LOCATION MAP
NTS




## LEGEND

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED NATURAL AREA
- EXISTING TOPO (×27.20)
- PROPOSED EXFILTRATION TRENCH

**NOTE:** Surface water quality treatment and storage shall be provided via the proposed exfiltration trench and connected swales.


LA CONTE ENGINEERING
CIVIL ENGINEERING DESIGN & CONSULTING
2440 SE Federal Hwy, Suite W, Stuart, Florida 34994 (772) 215-0354
FLORIDA CA LICENSE NO. 30922


| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 1 | 9/15/22 | Rev. Site Layout , add drainage | WO |
| 2 | 1/23/23 | Rev. changed Bldg per Client | WO |
| 3 | 2/4/23 | Add Site Data & Sign | WO |
| 4 | 5/12/23 | Rev. per City Comments | WO |
| 5 | 6/6/23 | NE Natural area, rev. berm, NW pipe | WO |
| 6 | 7/14/23 | Rev. per City comments | WO |
| 7 | | | |
| 8 | | | |
| 9 | | | |

TREASURE COAST GENERAL CONTRACTORS, LLC
HARTMAN ROAD PARCEL

PRELIMINARY SITE PLAN

CITY OF FORT PIERCE FLORIDA

SEAL

FLORIDA 41070

| | |
|---|---|
| SCALE 1" = 20' | DATE 8/12/22 |
| DRAWN BY WAO | DESIGN BY PJL |
| DRAWING Hartman_base.dwg | |
| SHEET NO. 1 OF 1 | |

**City Commission Regular Meeting - 5:05 pm** **12. c.**

**Meeting Date:** 10/16/2023

**Re:** Annexation - Jules Annexation - Totten Road

**Submitted For:** Kev Freeman, Planning Director, Planning & Zoning

**SUBJECT:**

Legislative Hearing - Ordinance 23-055 - Review and approval for a voluntary annexation by property owners Daniel and Janica Jules of three (3) parcels at the South east corner of Totten Road and Rhode Island Avenue, more specifically at Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1.

**SUMMARY:**

Request for review of an application for an annexation of three (3) parcels into the city, with a City Future Land Use of GC, General Commercial, and a City Zoning of C-3, General Commercial.

**RECOMMENDATION:**

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed annexation.

**ALTERNATIVES:**

- Recommendation of approval with conditions
- Recommendation of disapproval

**RESPONSIBLE STAFF:**

Ryan Altizer, Senior Planner

**COORDINATED WITH:**

- Technical Review Committee
- Planning Board

**Fiscal Impact**

**OTHER INFORMATION:**

N/A

**Attachments**

Staff Presentation

Staff Report & Supporting Documents

Application Packet & Supporting Documents

Ordinance 23-055

Public Notice Certification

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 10/10/2023 08:29 AM |
| City Manager | Nick Mimms | 10/10/2023 04:47 PM |

Form Started By: Ryan Altizer
Started On: 10/03/2023 03:18 PM
Final Approval Date: 10/10/2023

# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

**APPLICANT**

Daniel and Janica Jules

**PROPERTY OWNER(S)**

Daniel and Janica Jules

**PARCEL ID #(S):**

2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

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PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION

# SITE LOCATION



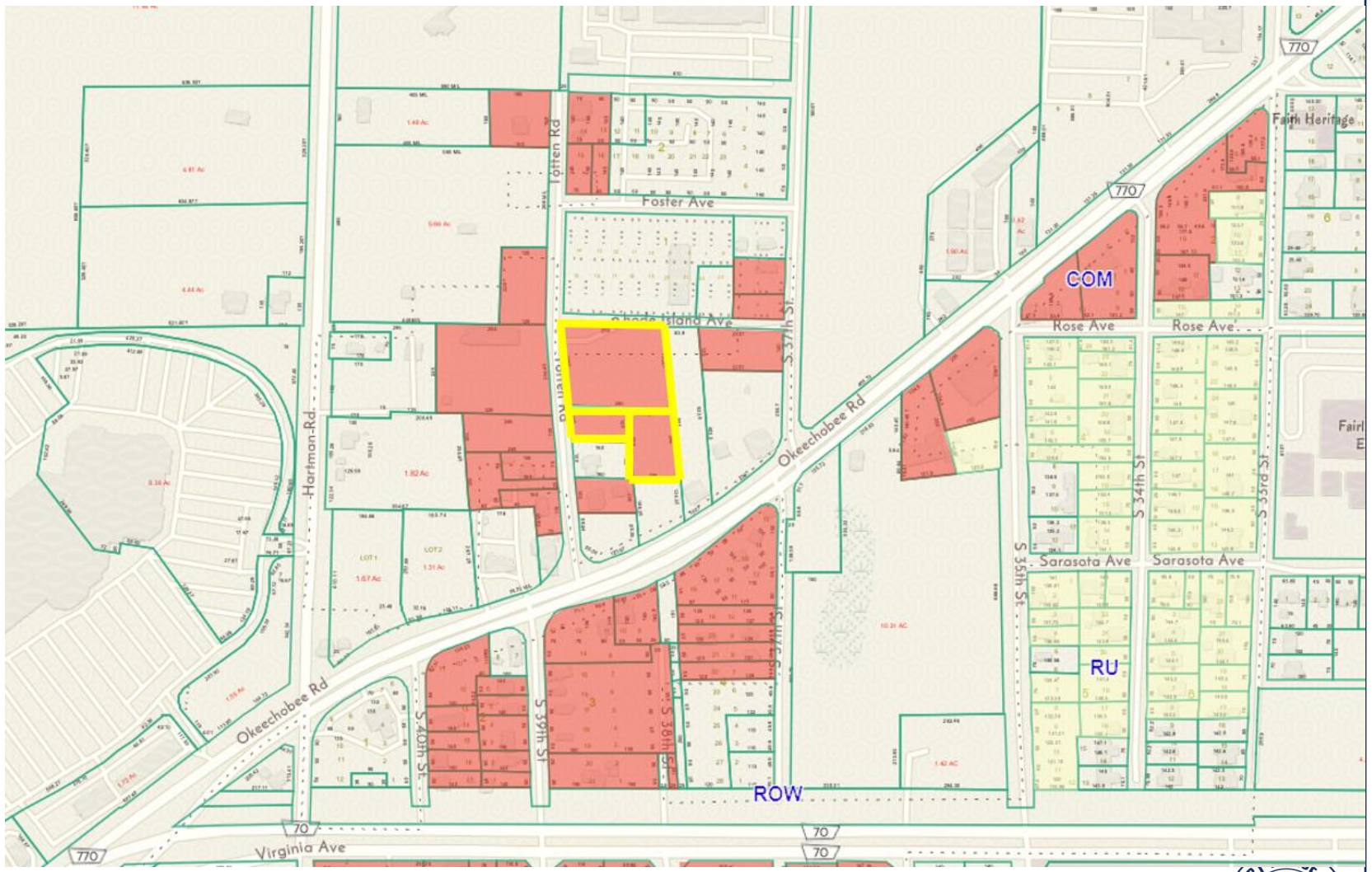

SITE AREA= 2.44 +/- Acres

PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION

# EXISTING/PROPOSED FUTURE LAND USE

Current FLU: COM (Commercial – St. Lucie County)

Proposed FLU: GC (General Commercial – City of Fort Pierce)

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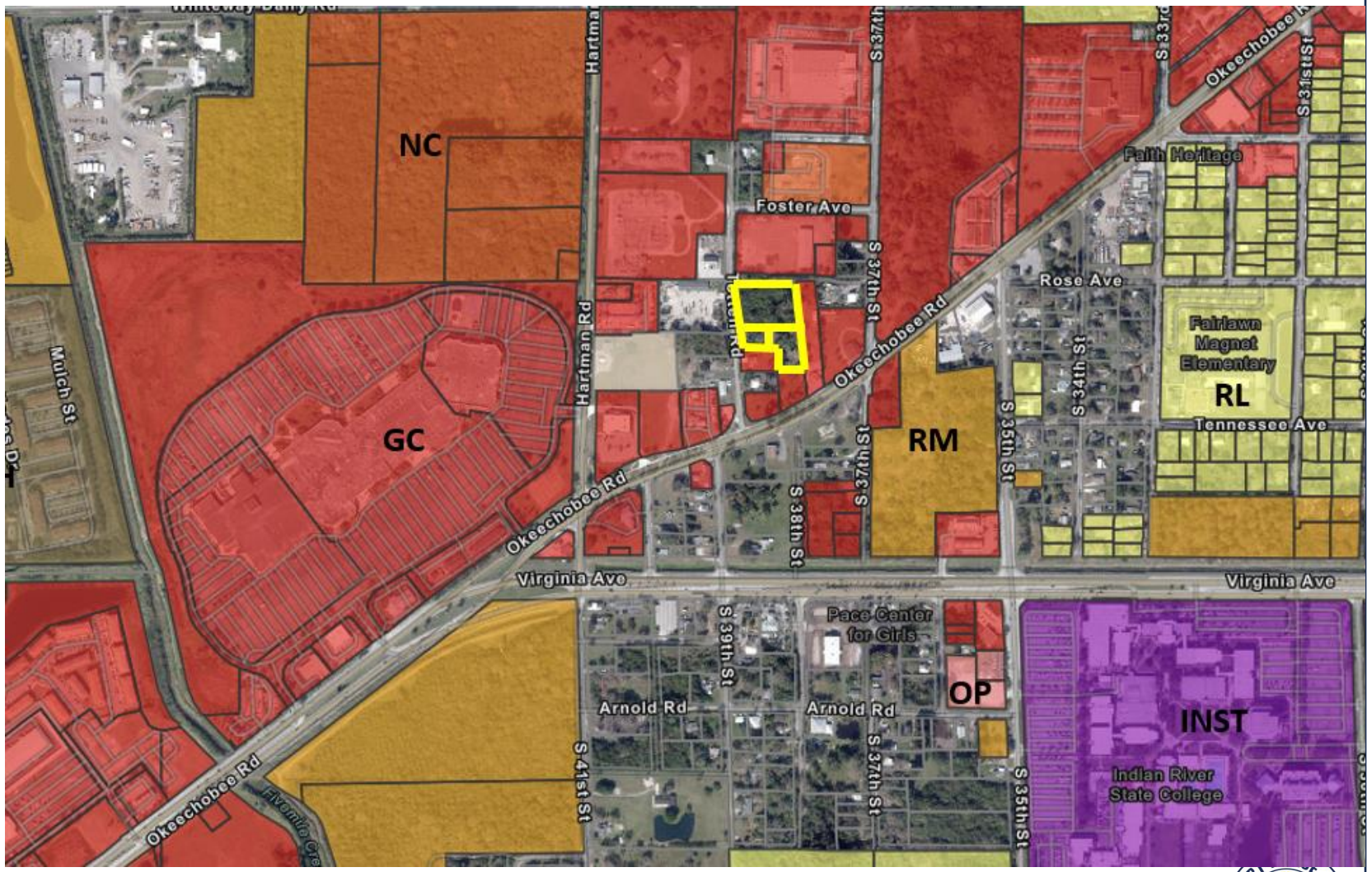


NAME OF PROJECT

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Currently Zoned: CG/CN (Commercial General and Commercial Neighborhood – St. Lucie County)

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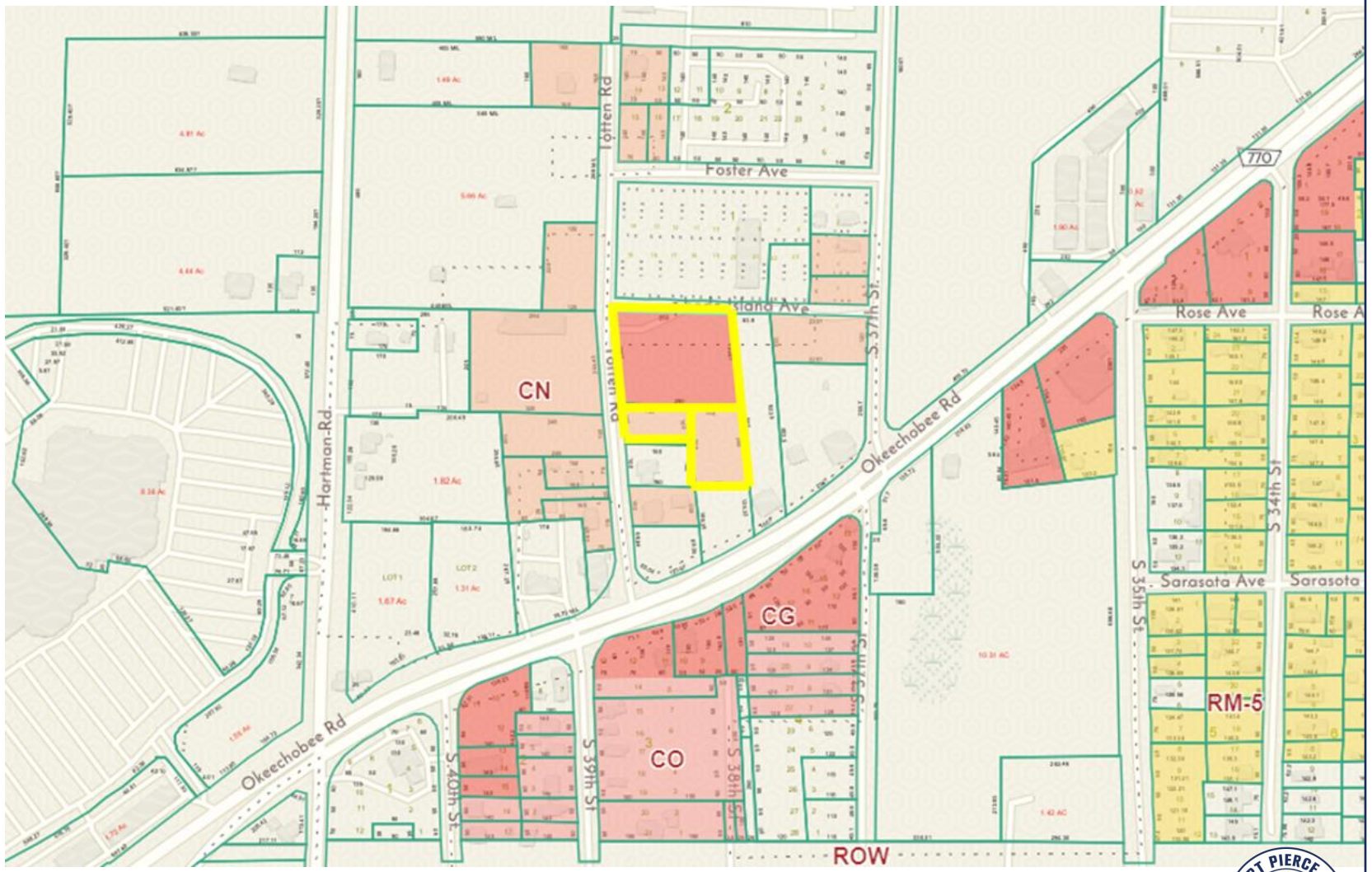


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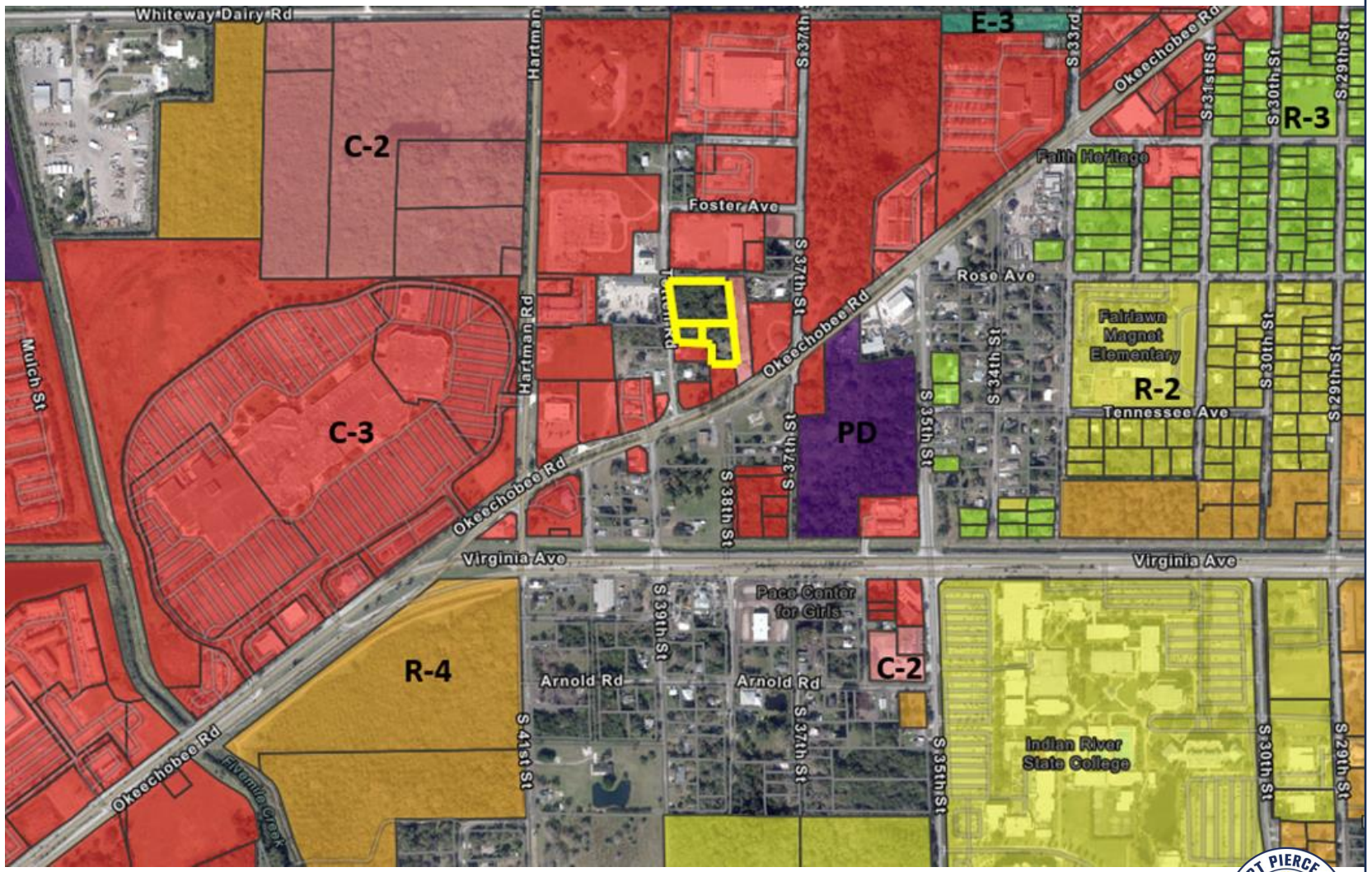


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## PLANNING BOARD

At their September 11th, 2023, meeting, the Planning Board voted unanimously to move this Annexation to City Commission with a recommendation of approval.

## RECOMMENDATION

Staff recommendation is for City Commission to vote APPROVAL of the proposed Annexation.

## ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.

2. Recommend Disapproval.

# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

**APPLICANT**

Daniel and Janica Jules

**PROPERTY OWNER(S)**

Daniel and Janica Jules

**PARCEL ID #(S):**

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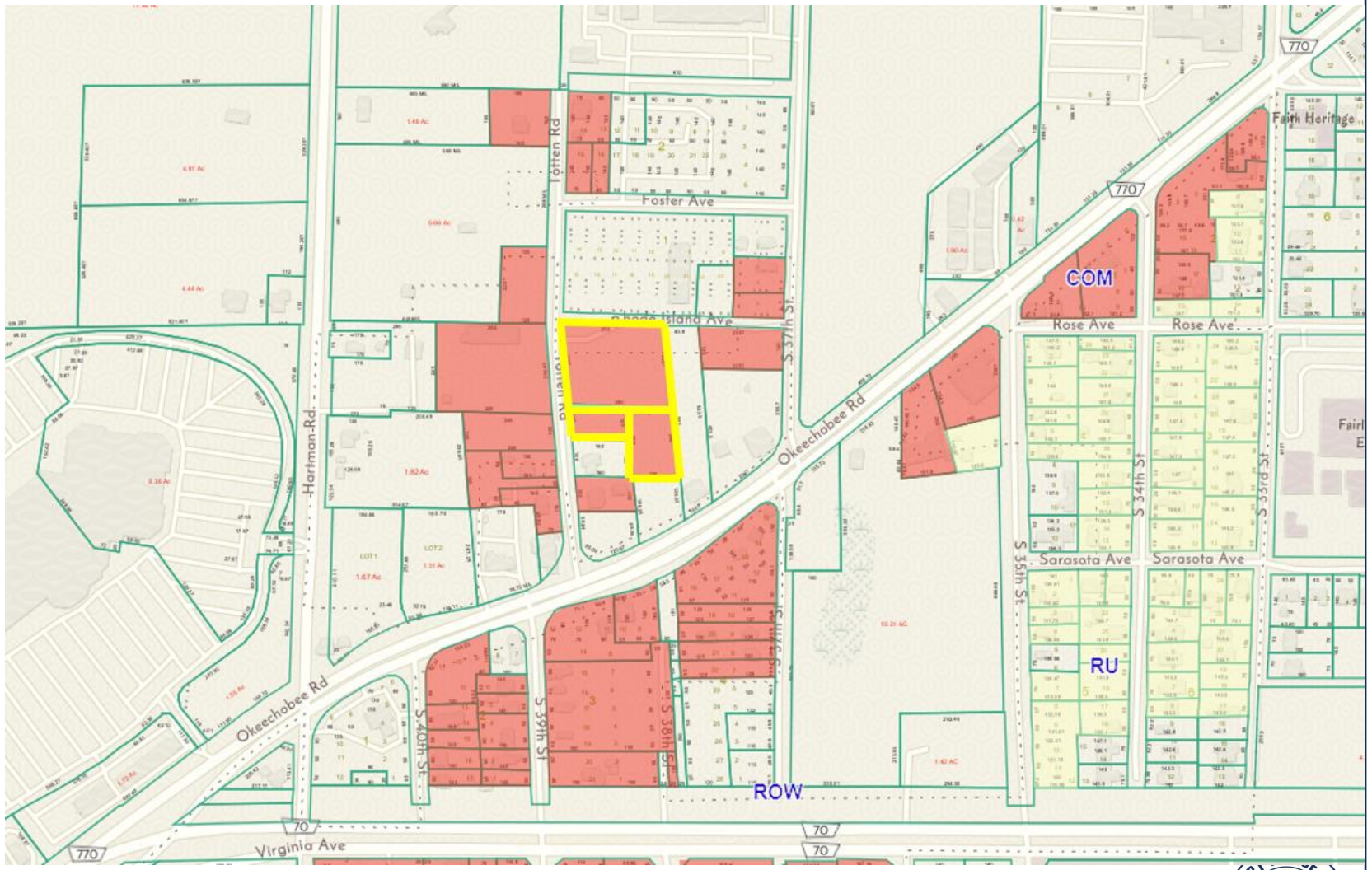


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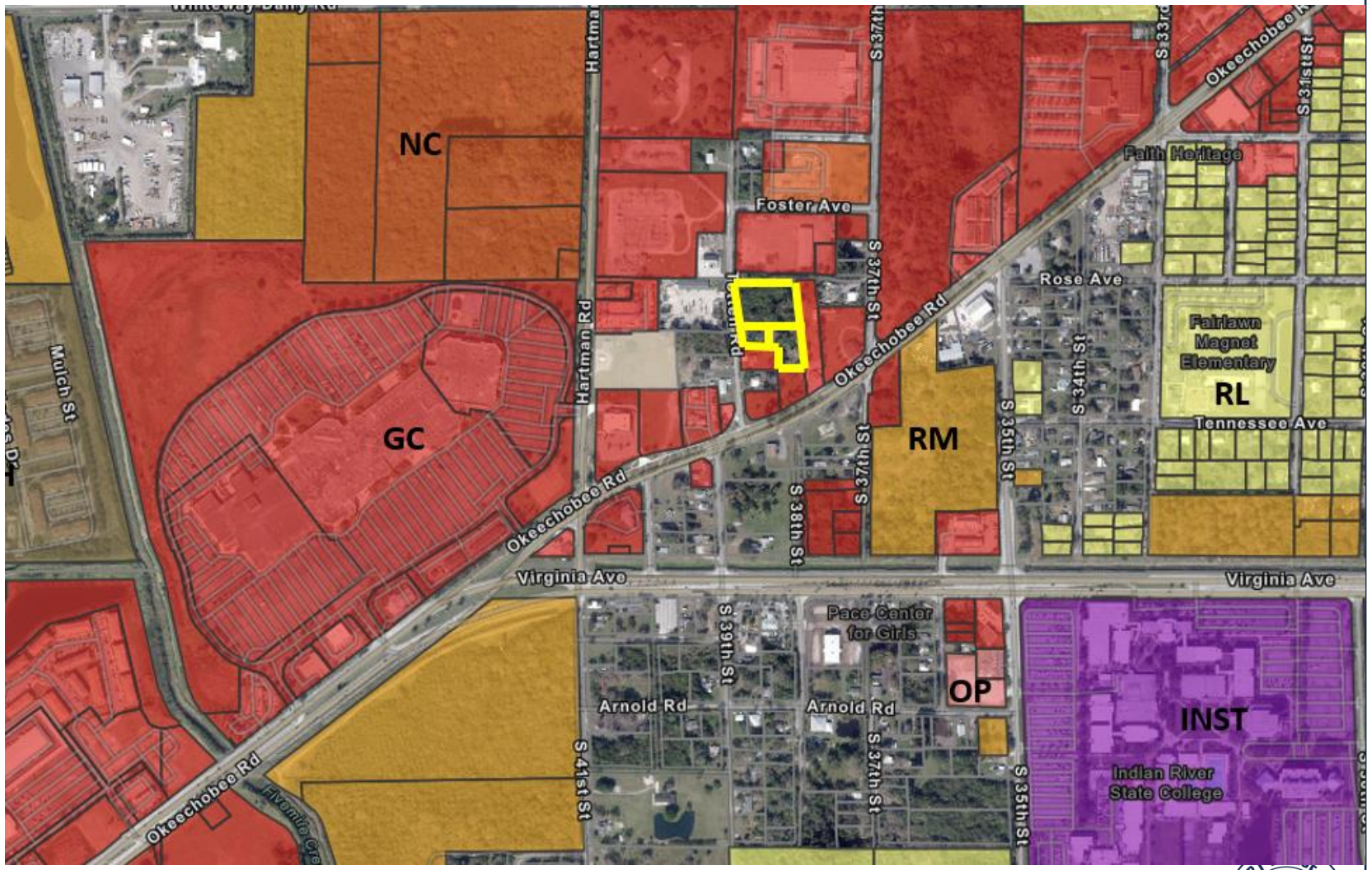


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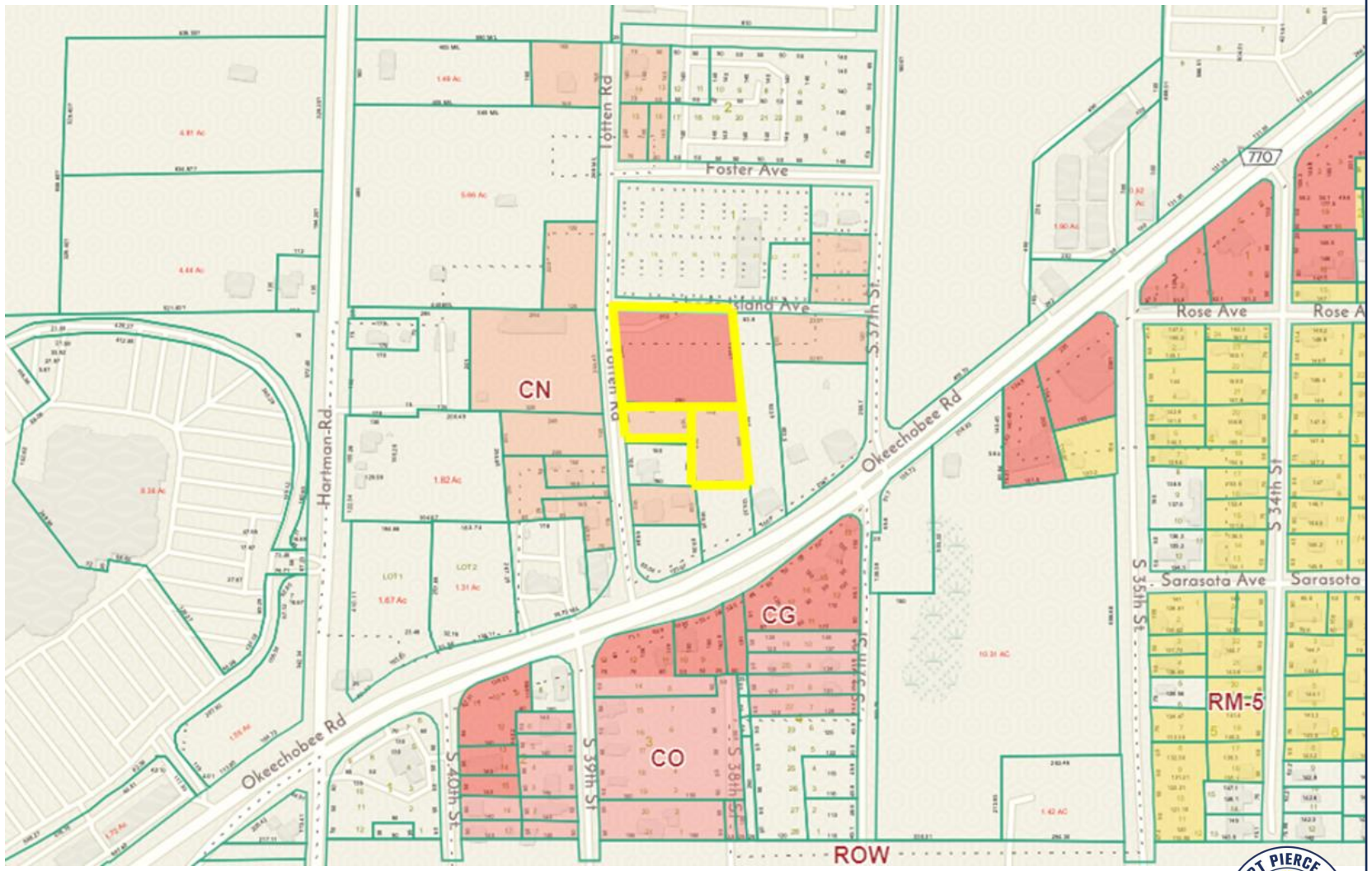


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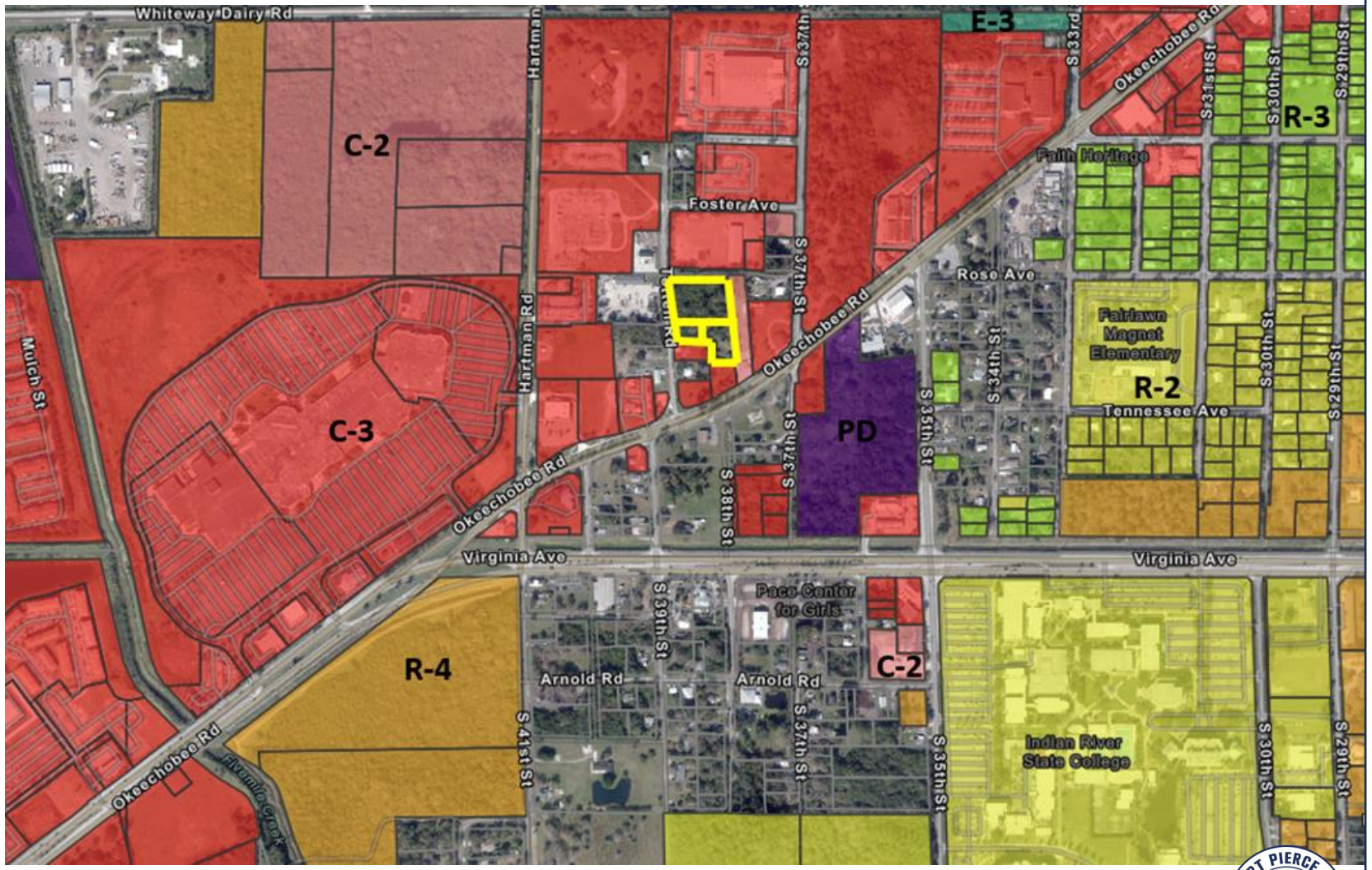


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# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

# CITY OF FORT PIERCE

## PLANNING BOARD

September 11th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

**APPLICANT**

Daniel and Janica Jules

**PROPERTY OWNER(S)**

Daniel and Janica Jules

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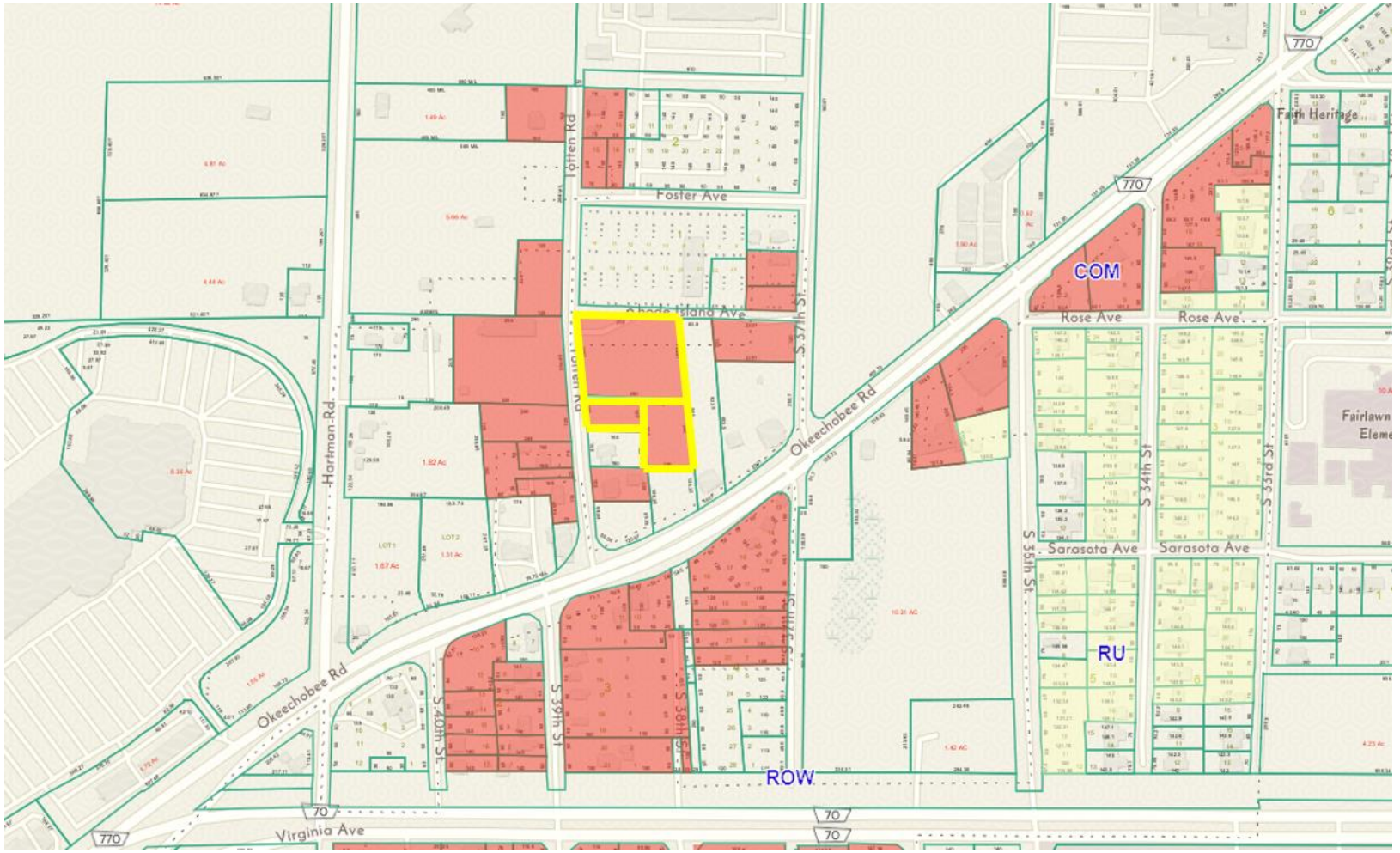


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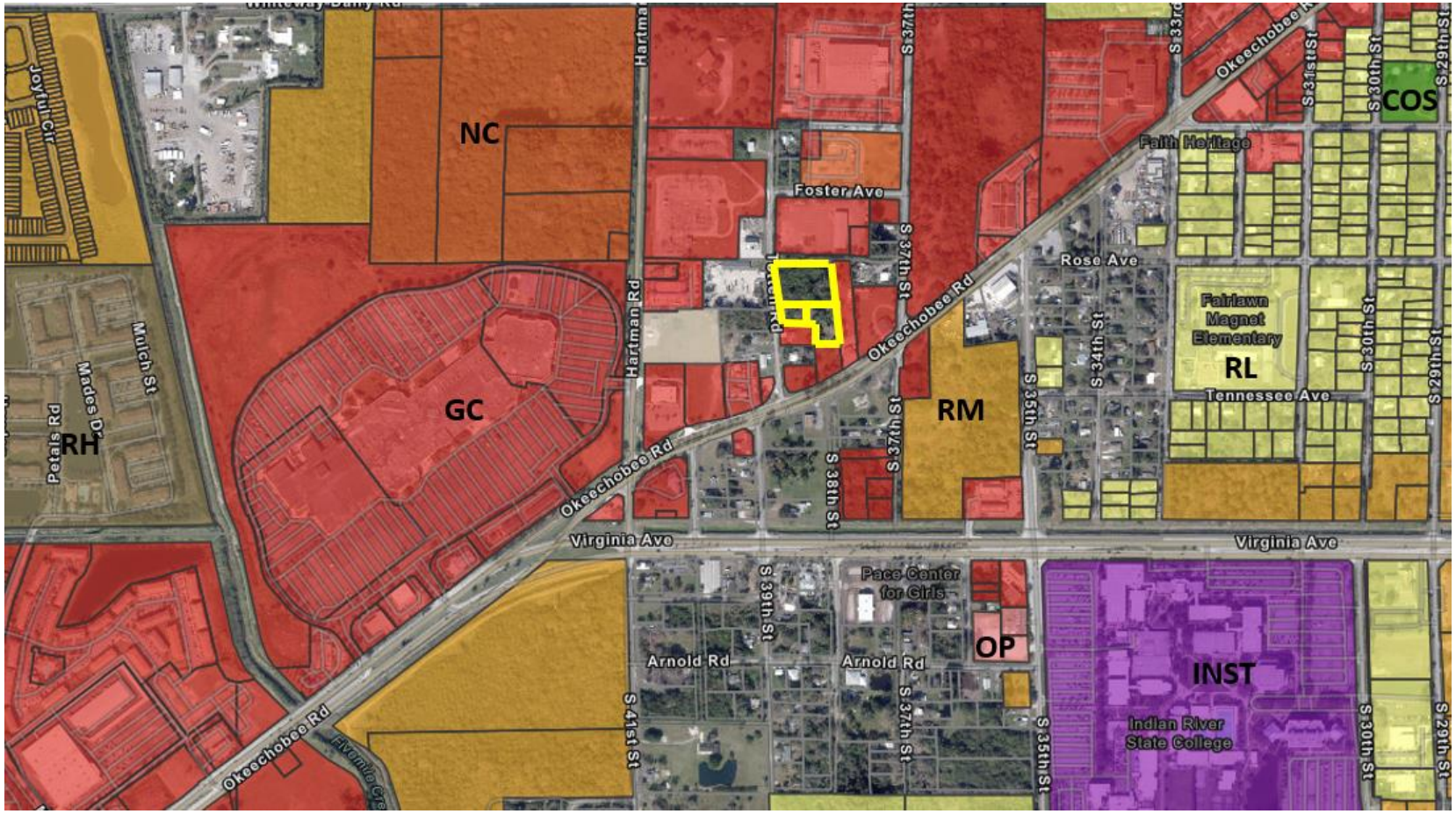


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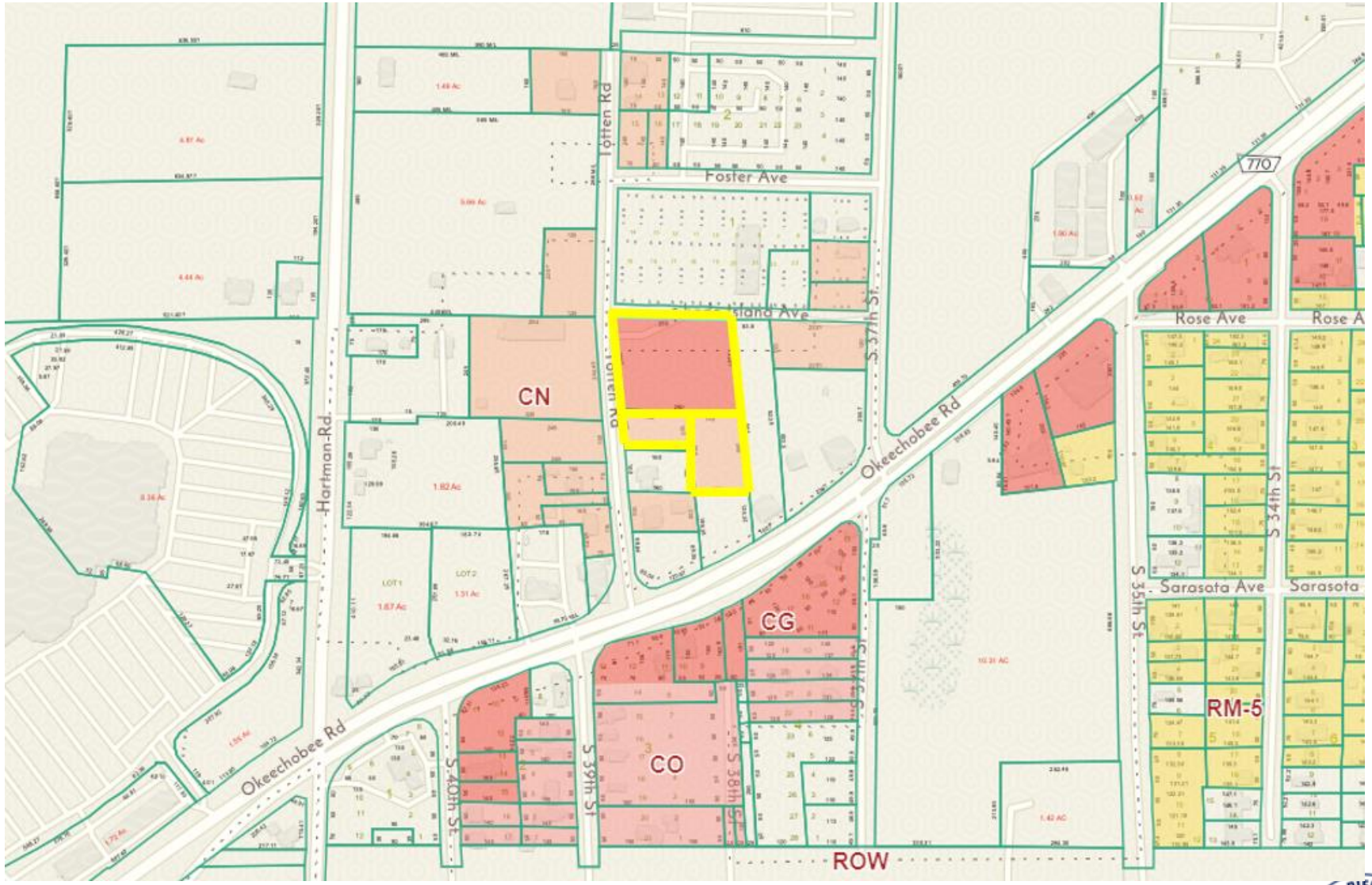
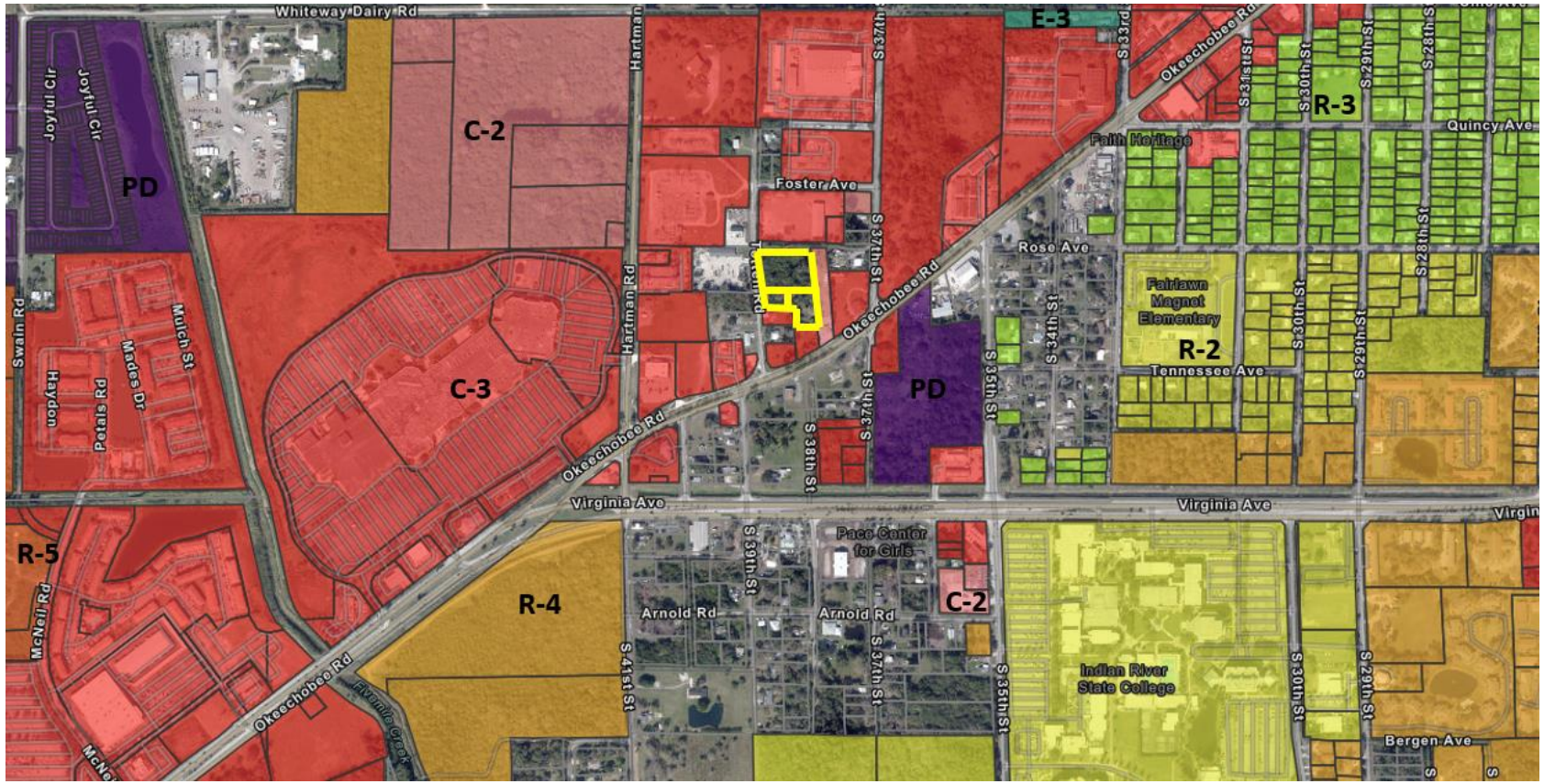



PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION

# EXISTING/PROPOSED ZONING

Currently Zoned: CG/CN (Commercial General and Commercial Neighborhood – St. Lucie County)

Proposed Zoning: C-3 (General Commercial– City of Fort Pierce)




PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION

## RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed Annexation for approval to City Commission.

## ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.

2. Recommend Disapproval.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Daniel and Janica Jules
430 NW Airoso Blvd
Port St. Lucie, FL 34983

**Subject: Annexation – Jules: Parcel IDs: 2417-331-0005-000-8, 2417-331-0003-000-4, 2417-331-0004-000-1 – Technical Review Committee Comments for August 17, 2023 TRC Meeting**

**City of Fort Pierce Planning Department**

No comments at this time.

**Fort Pierce Engineering Department**

Comments may be forthcoming

**Fort Pierce Building Department**

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.

**Fort Pierce Police Department**

No comments at this time.

**St. Lucie County Planning Department**

Comments may be forthcoming

**St. Lucie County PW/Engineering**

Comments may be forthcoming

**City Clerk Office**

Comments may be forthcoming

**Code Enforcement**

Comments may be forthcoming

**Fort Pierce Utilities Authority**

FPUA W/WW Engineering: The annexation request is approved,
Currently, only FPUA water service is available to serve this project.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved

FPUA Gas Engineering: Approved

FPUAnet Fiber: FPUAnet approves. Fiber Service is available across the street.

Contribution of construction may be needed if client would like service from FPUAnet Communications.

Please contact Eric Peters at (772)468-1697 for Fiber internet requirements if service is desired.

**St. Lucie County Fire District**

No comments at this time

**Florida Department of Transportation**

Comments may be forthcoming

**St. Lucie County School Board**

Comments may be forthcoming

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

September 13, 2023

Daniel S. McIntyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. McIntyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexations of properties located at or near east of Totten Road and south of Rhode Island Avenue, just north of Okeechobee Road in Fort Pierce, Florida, Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1. The first reading of the prospective annexation is scheduled for the City Commission meeting on October 16, 2023, and the second reading is scheduled for the City Commission meeting on November 6, 2023.

Please find enclosed copies of the application and Technical Review Committee memo for these voluntary requests by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or project manager Vennis Gilmore, Senior Planner at 772-467-3742 with any questions you may have.

Sincerely,

*Ryan Altizer*

Ryan Altizer, Senior Planner

cc: Howard Tipton, County Administrator
Nick Mimms, P.E., City Manager
Kevin Freeman, Planning Director
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Draft Ordinance

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

September 13, 2023

Mr. George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexations of properties located at or near east of Totten Road and south of Rhode Island Avenue, just north of Okeechobee Road in Fort Pierce, Florida, Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1. The first reading of the prospective annexation is scheduled for the City Commission meeting on October 16, 2023, and the second reading is scheduled for the City Commission meeting on November 6, 2023.

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Sincerely,

*Ryan Altizer*

Ryan Altizer, Senior Planner

cc: Howard Tipton, County Administrator
Nick Mimms, P.E., City Manager
Kevin Freeman, Planning Director
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Draft Ordinance

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

# APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

**1.** Address: _____

**2.** Legal description of real property for which annexation is being requested:

_____

_____

Property Tax ID: _____

**3.** Size of described property: _____

**4.** Project description: _____

_____

**5.** Current St. Lucie County Future Land Use Designation: _____

**6.** Current St. Lucie County Zoning: _____

**7.** Is this a Historic property? _____

**8.** Appraised value: _____

**9.** Name of Owner(s): _____

Signature of Owner(s): D. Jules Daniel Jules

Mailing Address: _____

City _____ State _____ Zip _____

Phone _____

E-mail: _____

**10.** Name of Representative: _____

Signature of representative: _____

Mailing Address: _____

City) _____ State _____ Zip _____

Phone _____

E-mail: _____

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

1. Address: 3720 Okeechobee Rd, Ft Pierce (surrounding lots to annex over to city), Totten Rd, TBD, TBD

2. Legal description of real property for which annexation is being requested:

17 35 40 BEG ON E SIDE OF TOTTENRD AT N LI OF SW 1/4 OF SW 1/4, TH RUN E 290 FT, TH SLY 220 FT, TH W 290 FT, TH NLY TO POB (78) (1.47 AC), 17 35 40 BEG ON N SIDE OKEECHOBEE RD AND E SIDE TOTTEN RD, TH RUN NLY 375 FT TO POB, T

17 35 40 FROM INT OF E R/W OF TOTTEN RD AND N R/W OF OKEE RD (66FT R/W) RUN NLY ON TOTTEN RD R/W275 FT, TH E 160 FT TO POB, TH CONT E 130 FT, TH NLY 200 FT, TH W130 FT, TH SLY 200 FT TO POB (76)(0.60 AC)

Property Tax ID: (Already in city:2417-331-0002-000-7), 2417-331-0005-000-8, 2417-331-0003-000-4, 2417-331-0004-000-1

3. Size of described property: 1.47 acres, 0.37 acres, 0.60 acres

4. Project description: Event center - looking to build an event center on the parcels to cater to weddings and corporate events.

5. Current St. Lucie County Future Land Use Designation: Commercial General

6. Current St. Lucie County Zoning: Commercial Neighborhood, Commercial General

7. Is this a Historic property? No

8. Appraised value: $200,000, $30,000, $50,000

9. Name of Owner(s): Daniel and Janica Jules

Signature of Owner(s): J. Jules Daniel Jules
Mailing Address: 430 NW Airoso Blvd
City Port St. Lucie State FL Zip 34983
Phone 561-856-7470
E-mail: janicajazz@gmail.com

10. Name of Representative: as above

Signature of representative:
Mailing Address:
City) State Zip
Phone
E-mail:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING, LOCATED IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0004-000-1

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO:2417-331-0002-000-8

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0005-0004

TOGETHER WITH:

GAP PARCEL

COMMENCING AT THE NORTHEAST CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 89°45'27" WEST ALONG THE NORTH LINE OF SAID SW ¼ OF THE SW ¼ FOR 340.774 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2001, PAGE 1327 AND BEING THE POINT OF BEGINNING, THENCE RUN SOUTH 05°08'12" EAST ALONG A LINE BEING 293.63 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST RIGHT OF WAY OF TOTTENS ROAD AS RECORDED IN DEED BOOK 88, PAGE 180 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FOR 546.52 FEET TO A NONTANGENTIAL INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD PER RIGHT OF WAY MAP RECORDED IN ROAD PLAT BOOK 23, PAGE 5 OF THE PUBLIC

RECORDS OF ST. LUCIE COUNTY, SAID POINT HAVING A RADIAL BEARING OF SOUTH 29°52'38" EAST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1870.08 FEET AND A CENTRAL ANGLE OF 0°09'29" FOR 5.16 FEET TO A 5/8" IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3980 AT PAGE 1476, THENCE RUN NORTH 05°08'12" WEST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 3980, PAGE 1476 AND OFFICIAL RECORDS BOOK 2001, PAGE 1326 BEING A LINE THAT IS 288.94 EASTERLY OF AND PARALLEL WITH EAST RIGHT OF WAY OF TOTTENS ROAD FOR 318.91 FEET TO AN INTERSECTION WITH THE NORTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1326 AND BEING A LINE THAT IS 229.33 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID SW ¼ OF THE SW ¼, THENCE RUN SOUTH 89°45'27" WEST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO THE EAST RIGHT OF WAY LINE OF TOTTEN ROAD PER DEED BOOK 88, PAGE 180; THENCE NORTH 05°08'12" WEST ALONG SAID RIGHT OF WAY LINE FOR 10.17 FEET TO AND INTERSECTION WITH THE SOUTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1329, BEING A LINE 219.20 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4. THENCE NORTH 89°45'27" EAST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2001, PAGE 1329 BEING A LINE THAT IS 288.94 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF TOTTENS ROAD; THENCE RUN NORTH 05°08'12" WEST ALONG SAID EAST LINE PARALLEL WITH TOTTENS ROAD FOR 220.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE SW 1/4 OF THE SW 1/4;THENCE NORTH 89°45'27" EAST FOR 4.71 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINS 5,508 SQUARE FEET OR 0.13 ACRES MORE OR LESS.

THE COMBINATION OF PARCELS 1, 3, 4 AND GAP PARCEL CONTAINING A TOTAL OF 110,912 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5164009 OR BOOK 4959 PAGE 1369, Recorded 03/07/2023 05:08:57 PM Doc Tax: $3080.00

**Prepared by and Return To:**
Monica McLaughlin
Fidelity National Title of Florida, Inc., Chelsea Title Division
582 NW University Blvd, Suite 325
Port St. Lucie, FL 34986

**Order No.:** 61-21-0946

For Documentary Stamp Tax purposes the consideration is $440,000.00

**Doc Stamp:** $3,080.00

APN/Parcel ID(s): 2417-331-0002-000-7;
2417-331-0003-000-4;
2417-331-0005-000-8;
2417-331-0004-000-4

## WARRANTY DEED

THIS WARRANTY DEED dated January 18, 2023, by Young Cheal Hu and Tong Ja Hu, his wife, hereinafter called the grantor, to Daniel Jules and Janica Jules, a married couple, whose post office address is PO Box 31713, West Palm Beach, FL 33420, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Saint Lucie, State of Florida, to wit:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING. LOCATED IN SECTION 17. TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY. FLORIDA.

PARCEL 2:

FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST ON THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTHERLY PARALLEL WITH TOTTENS ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD, THENCE RUN SOUTHWESTERLY ALONG SAID ROAD 100 FEET TO A STAKE OR PIPE, THENCE RUN NORTHERLY PARALLEL TO TOTTENS ROAD 585 FEET TO THE

## WARRANTY DEED
(continued)

NORTH LINE OF SAID SW 1/4 OF SW 1/4, THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA AND EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Subject to easements, restrictions, reservations and limitations of record, if any.

The property being hereby conveyed, is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead. The grantor's residence is at the street or post office address designated below.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

# WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Ashley Scipioni
Witness Signature

Ashley Scipioni
Print Name

Lucy Senseman
Witness Signature

Lucy Senseman
Print Name

Young Cheal Hu
Young Cheal Hu

Yong Ja Hu
Tong Ja Hu A/K/A Yong Ja Hu

Address: 1696 SW Jamesport Dr
Port Saint Lucie, FL 34953

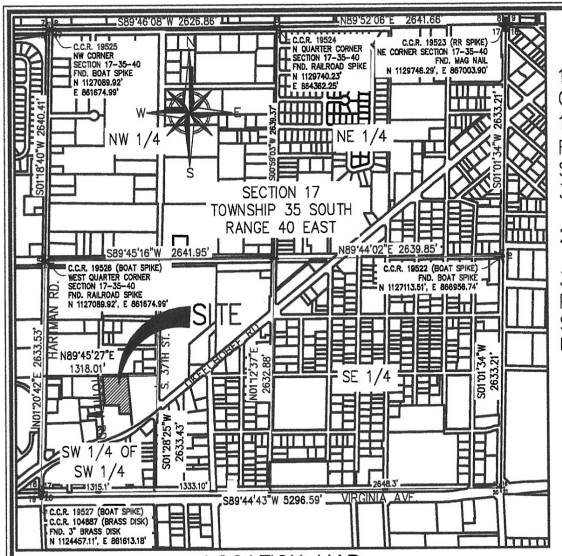
State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [✓] online notarization, this 18th day of January 18, 2023,
by Young Cheal Hu and Tong Ja Hu A/K/A Yong Ja Hu, to me known to be the person(s) described in or who has/have produced passport as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Ashley Scipioni
NOTARY PUBLIC
My Commission Expires:

ASHLEY SCIPIONI
Notary Public - State of Florida
Commission # HH 286110
Expires on September 25, 2026

Notarized online using audio-video communication




LOCATION MAP
(NOT TO SCALE)

## SURVEYOR'S NOTES

1. THE BEARINGS COORDINATES AND DISTANCES AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/1990 ADJUSTED (NAD 83/90), US SURVEY FEET, FLORIDA EAST ZONE, REFERENCE A BEARING OF N89°45'27"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 4 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| C.C.R. | CERTIFIED CORNER RECORD | PG. | PAGE |
| Δ | DELTA (CENTRAL) ANGLE | P.L.S. | PROFESSIONAL LAND SURVEYOR |
| D.B. | DEED BOOK | P.O.B. | POINT OF BEGINNING |
| L | LENGTH | P.O.C. | POINT OF COMMENCEMENT |
| LB | LICENSED BUSINESS | R | RADIUS |
| NO. | NUMBER | RPB | ROAD PLAT BOOK |
| O.R.B. | OFFICIAL RECORDS BOOK | R/W | RIGHT OF WAY |
| P.B. | PLAT BOOK | S.R. | STATE ROAD |

## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JUNE 7, 2023, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
A DIVISION OF HALEY WARD, INC.

Elizabeth A Lindsay

Digitally signed by Elizabeth A Lindsay
DN: c=US, o=BetsyLindsayInc, dnQualifier=A01410D00000183D78E2D2E0002D47D, cn=Elizabeth A Lindsay
Date: 2023.06.08 09:12:03 -04'00'

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON June 8, 2023

ELIZABETH A. LINDSAY
CERTIFICATE
NO. 4724
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

| | |
|---|---|
| SHEET NO. | 1 |
| OF | 4 SHEETS |
| PROJECT NO. | 21-143 |

| DATE | REVISIONS |
|---|---|
| | |

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17-35-40, ST. LUCIE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
ANNEXATION PARCELS

| | |
|---|---|
| DATE | 06/07/2023 |
| SCALE | NOT TO SCALE |
| FIELD BK. | |
| DRAWING BY | D.B. |
| CHECKED BY | E.A.L. |

BETSY LINDSAY, INC.
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 8852

S:\2021 PROJECTS\21-143 Jensen Survey\Dwg\SL-ANNEX_BND-JAZZ-TOTTEN.dwg, Layout1, 6/8/2023 9:03:41 AM, DWG To PDF.pc3, DB-300dpi, DB-300dpi

# LEGAL DESCRIPTION

ANNEXATION PARCELS

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING, LOCATED IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0004-000-1

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0002-000-8

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0005-0004

(CONTINUED ON SHEET 3)



BETSY LINDSAY, INC.
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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# LEGAL DESCRIPTION

ANNEXATION PARCELS (CONTINUED FROM SHEET 2)

TOGETHER WITH:

GAP PARCEL

COMMENCING AT THE NORTHEAST CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 89°45'27" WEST ALONG THE NORTH LINE OF SAID SW ¼ OF THE SW ¼ FOR 340.774 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2001, PAGE 1327 AND BEING THE POINT OF BEGINNING, THENCE RUN SOUTH 05°08'12" EAST ALONG A LINE BEING 293.63 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST RIGHT OF WAY OF TOTTENS ROAD AS RECORDED IN DEED BOOK 88, PAGE 180 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FOR 546.52 FEET TO A NONTANGENTIAL INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD PER RIGHT OF WAY MAP RECORDED IN ROAD PLAT BOOK 23, PAGE 5 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, SAID POINT HAVING A RADIAL BEARING OF SOUTH 29°52'38" EAST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1870.08 FEET AND A CENTRAL ANGLE OF 0°09'29" FOR 5.16 FEET TO A 5/8" IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3980 AT PAGE 1476, THENCE RUN NORTH 05°08'12" WEST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 3980, PAGE 1476 AND OFFICIAL RECORDS BOOK 2001, PAGE 1326 BEING A LINE THAT IS 288.94 EASTERLY OF AND PARALLEL WITH EAST RIGHT OF WAY OF TOTTENS ROAD FOR 318.91 FEET TO AN INTERSECTION WITH THE NORTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1326 AND BEING A LINE THAT IS 229.33 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID SW ¼ OF THE SW ¼, THENCE RUN SOUTH 89°45'27" WEST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO THE EAST RIGHT OF WAY LINE OF TOTTEN ROAD PER DEED BOOK 88, PAGE 180; THENCE NORTH 05°08'12" WEST ALONG SAID RIGHT OF WAY LINE FOR 10.17 FEET TO AND INTERSECTION WITH THE SOUTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1329, BEING A LINE 219.20 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4. THENCE NORTH 89°45'27" EAST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2001, PAGE 1329 BEING A LINE THAT IS 288.94 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF TOTTENS ROAD; THENCE RUN NORTH 05°08'12" WEST ALONG SAID EAST LINE PARALLEL WITH TOTTENS ROAD FOR 220.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE SW 1/4 OF THE SW 1/4; THENCE NORTH 89°45'27" EAST FOR 4.71 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINS 5,508 SQUARE FEET OR 0.13 ACRES MORE OR LESS.

THE COMBINATION OF PARCELS 1, 3, 4 AND GAP PARCEL CONTAINING A TOTAL OF 110,912 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.


SHEET NO. 3 OF 4 SHEETS

PROJECT NO. 21-143

| DATE | REVISIONS |
|---|---|
| | |

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17-35-40, ST. LUCIE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
ANNEXATION PARCELS

DATE 06/07/2023
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.



BETSY LINDSAY, INC.
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852



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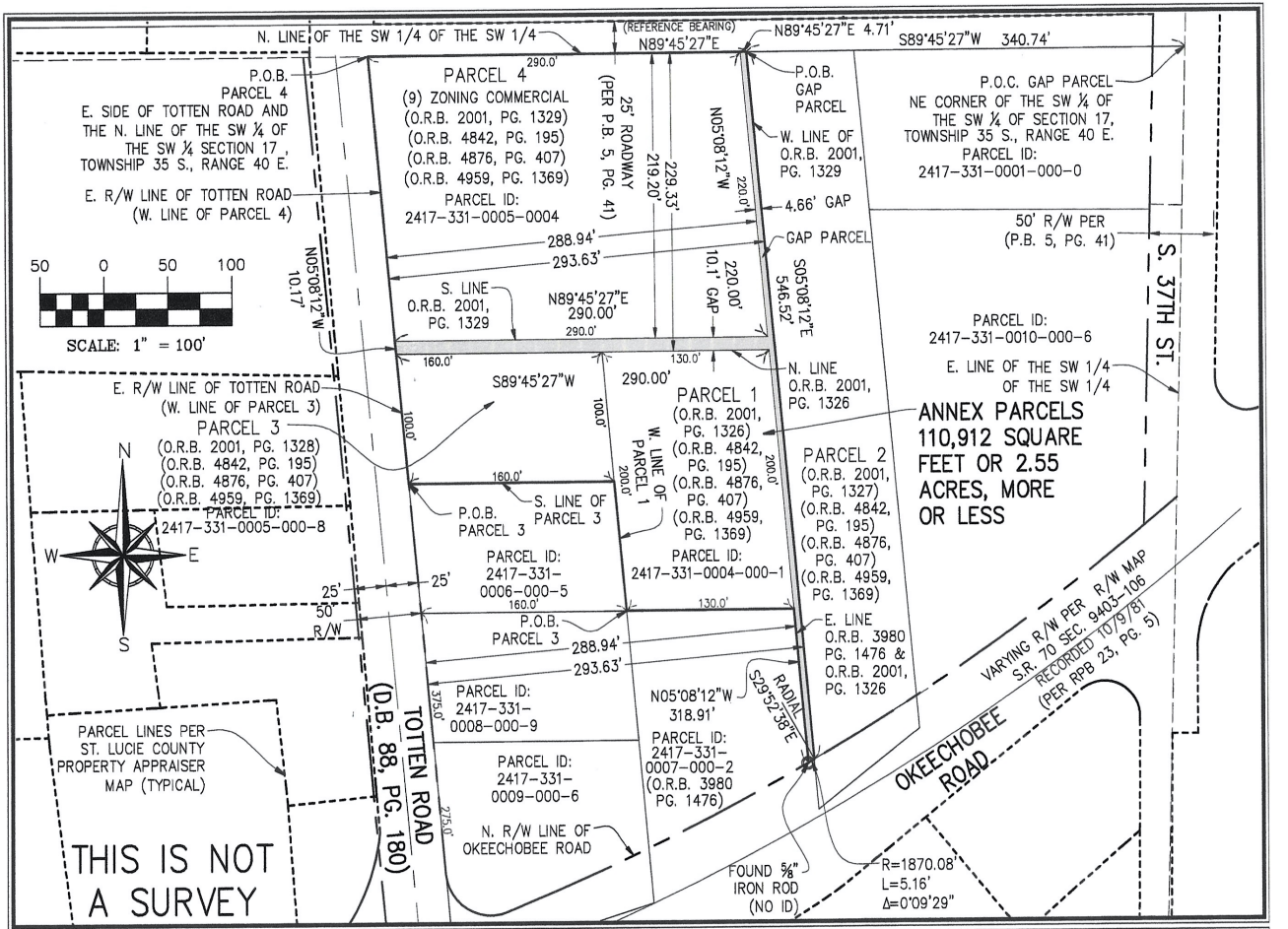


| | | | |
|---|---|---|---|
| SHEET NO. 4 OF 4 SHEETS<br>PROJECT NO. 21-143 | DATE / REVISIONS | A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17-35-40, ST. LUCIE COUNTY, FLORIDA<br>SKETCH AND LEGAL DESCRIPTION<br>ANNEXATION PARCELS | DATE 06/07/2023<br>SCALE 1" = 100'<br>FIELD BK.<br>DRAWING BY D.B.<br>CHECKED BY E.A.L. |


BETSY LINDSAY, INC.
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## Property Identification

Site Address: 3720 OKEECHOBEE RD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0002-000-7
Jurisdiction: Fort Pierce

Use Type: 1100
Account #: 26494
Map ID: 24/17S
Zoning: Neighborho

## Ownership

Daniel Jules
Janica Jules

PO Box 31713
West Palm Beach, FL 33420



## Legal Description

17 35 40 FROM NE COR OF SW 1/4 OF SW 1/4 RUN W 256.97 FT TO POB, TH RUN SLY 523.5 FT TO N SIDE OF OKEECHOBEE RD, TH RUN SWLY ON RD 100 FT, TH RUN NLY 585FT TO N LI OF SW 1/4 OF SW 1/4, TH RUN E 83.5 FT TO POB-LESS RDS AND CANALS- (79) (1.06 AC)

## Current Values

| | |
|---|---|
| Just/Market Value: | $204,400 |
| Assessed Value: | $149,380 |
| Exemptions: | $0 |
| Taxable Value: | $149,380 |

**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.**

## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 2,097 |
| Gross Sketched Area (SF): | 2,097 |
| Land Size (acres): | 1.06 |
| Land Size (SF): | 46,173.6 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

## Property Identification

Site Address: TOTTEN RD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0003-000-4
Jurisdiction: Saint Lucie County

Use Type: 1000
Account #: 26495
Map ID: 24/17S
Zoning: Comm Genra



## Ownership

Daniel Jules
Janica Jules

PO Box 31713
West Palm Beach, FL 33420

## Legal Description

17 35 40 BEG ON E SIDE OF TOTTENRD AT N LI OF SW 1/4 OF SW 1/4, TH RUN E 290 FT, TH SLY 220 FT, TH W 290 FT, TH NLY TO POB (78) (1.47 AC)

## Current Values

| | |
|---|---|
| Just/Market Value: | $156,900 |
| Assessed Value: | $61,600 |
| Exemptions: | $0 |
| Taxable Value: | $61,600 |

**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.**

## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 0 |
| Gross Sketched Area (SF): | 0 |
| Land Size (acres): | 1.47 |
| Land Size (SF): | 64,033.2 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

## Property Identification

Site Address: TBD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0005-000-8
Jurisdiction: Saint Lucie County

Use Type: 0000
Account #: 26498
Map ID: 24/17S
Zoning: Comm Neigh

## Ownership

Daniel Jules
Janica Jules

PO Box 31713
West Palm Beach, FL 33420



## Legal Description

17 35 40 BEG ON N SIDE OKEECHOBEE RD AND E SIDE TOTTEN RD, TH RUN NLY 375 FT TO POB, TH E160 FT, TH NLY 100 FT, TH W 160 FT, TH SLY 100 FT TO POB (77) (0.37 AC)

## Current Values

| | |
|---|---|
| Just/Market Value: | $31,500 |
| Assessed Value: | $17,061 |
| Exemptions: | $0 |
| Taxable Value: | $17,061 |

**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.**

## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 0 |
| Gross Sketched Area (SF): | 0 |
| Land Size (acres): | 0.37 |
| Land Size (SF): | 16,117.2 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

## Property Identification

Site Address: TBD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0004-000-1
Jurisdiction: Saint Lucie County

Use Type: 0000
Account #: 26496
Map ID: 24/17S
Zoning: Comm Neigh

## Ownership

Daniel Jules
Janica Jules

PO Box 31713
West Palm Beach, FL 33420

## Legal Description

17 35 40 FROM INT OF E R/W OF TOTTEN RD AND N R/W OF OKEE RD (66FT R/W) RUN NLY ON TOTTEN RD R/W275 FT, TH E 160 FT TO POB, TH CONT E 130 FT, TH NLY 200 FT, TH W130 FT, TH SLY 200 FT TO POB (76)(0.60 AC)




## Current Values

| | |
|---|---|
| Just/Market Value: | $51,000 |
| Assessed Value: | $27,588 |
| Exemptions: | $0 |
| Taxable Value: | $27,588 |

**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.**

## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 0 |
| Gross Sketched Area (SF): | 0 |
| Land Size (acres): | 0.6 |
| Land Size (SF): | 26,136 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5164009 OR BOOK 4959 PAGE 1369, Recorded 03/07/2023 05:08:57 PM Doc Tax: $3080.00

**Prepared by and Return To:**
Monica McLaughlin
Fidelity National Title of Florida, Inc., Chelsea Title Division
582 NW University Blvd, Suite 325
Port St. Lucie, FL 34986

**Order No.:** 61-21-0946

For Documentary Stamp Tax purposes the consideration is $440,000.00

**Doc Stamp:** $3,080.00

APN/Parcel ID(s): 2417-331-0002-000-7;
2417-331-0003-000-4;
2417-331-0005-000-8;
2417-331-0004-000-4

# WARRANTY DEED

THIS WARRANTY DEED dated January 18, 2023, by Young Cheal Hu and Tong Ja Hu, his wife, hereinafter called the grantor, to Daniel Jules and Janica Jules, a married couple, whose post office address is PO Box 31713, West Palm Beach, FL 33420, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Saint Lucie, State of Florida, to wit:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING. LOCATED IN SECTION 17. TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY. FLORIDA.

PARCEL 2:

FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST ON THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTHERLY PARALLEL WITH TOTTENS ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD, THENCE RUN SOUTHWESTERLY ALONG SAID ROAD 100 FEET TO A STAKE OR PIPE, THENCE RUN NORTHERLY PARALLEL TO TOTTENS ROAD 585 FEET TO THE

# WARRANTY DEED
(continued)

NORTH LINE OF SAID SW 1/4 OF SW 1/4, THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA AND EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Subject to easements, restrictions, reservations and limitations of record, if any.

The property being hereby conveyed, is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead. The grantor's residence is at the street or post office address designated below.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

# WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Ashley Scipioni
Print Name

Witness Signature

Lucy Senseman
Print Name

Young Cheal Hu
Young Cheal Hu

Yong Ja Hu
Tong Ja Hu A/K/A Yong Ja Hu

Address: 1696 SW Jamesport Dr
Port Saint Lucie, FL 34953

State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [✓] online notarization, this 18th day of January 18, 2023,
by Young Cheal Hu and Tong Ja Hu A/K/A Yong Ja Hu, to me known to be the person(s) described in or who has/have produced passport as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

Notarized online using audio-video communication

ASHLEY SCIPIONI
Notary Public - State of Florida
Commission # HH 286110
Expires on September 25, 2026

**ORDINANCE NO. 23-055**

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (3) PARCELS AT OR NEAR **EAST OF TOTTEN ROAD AND SOUTH OF RHODE ISLAND AVENUE JUST NORTH OF OKEECHOBEE ROAD, PARCEL IDS: 2417-331-0003-000-4, 2417-331-0005-000-8 AND 2417-331-0004-000-1,** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTIES AND PLACE THEM ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTIES; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

**WHEREAS,** in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

**WHEREAS**, the owners have submitted an application petitioning the properties to be annexed to the municipality of the City of Fort Pierce; and

**WHEREAS**, the petition bears the signature(s) of the current owner of the properties to be annexed; and

**WHEREAS,** the City of Fort Pierce Planning Board, at their September 11, 2023 meeting, voted 6 to 0 to recommend Approval of the request; and

**WHEREAS,** in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on XXX, 2023, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

**WHEREAS**, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on XXX, 2023, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

**NOW, THEREFORE BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

a) Parcel ID: 2417-331-0003-000-4

17 35 40 BEG ON E SIDE OF TOTTENRD AT N LI OF SW 1/4 OF SW 1/4, TH RUN E 290 FT, TH SLY 220 FT, TH W 290 FT, TH NLY TO POB (78) (1.47 AC)

Parcel ID: 2417-331-0005-000-8

17 35 40 BEG ON N SIDE OKEECHOBEE RD AND E SIDE TOTTEN RD, TH RUN NLY 375 FT TO POB, TH E160 FT, TH NLY 100 FT, TH W 160 FT, TH SLY 100 FT TO POB (77) (0.37 AC)

Parcel ID: 2417-331-0004-000-1

17 35 40 FROM INT OF E R/W OF TOTTEN RD AND N R/W OF OKEE RD (66FT R/W) RUN NLY ON TOTTEN RD R/W275 FT, TH E 160 FT TO POB, TH CONT E 130 FT, TH NLY 200 FT, TH W130 FT, TH SLY 200 FT TO POB (76)(0.60 AC)

Containing 2.44 acres, more or less.

Said property containing approximately 2.44 acres and being generally located southwest of the intersection of US Highway 1 and Weatherbee Road.

**SECTION 2.** That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

**SECTION 3.** That upon this ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit “B” attached hereto and incorporated herein.

**SECTION 4**. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

**SECTION 5**. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

**SECTION 6**. The provisions of this Ordinance are declared to be severable and if

any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 7.** All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 8.** This Ordinance shall become effective immediately upon final passage.

**APPROVED AS TO FORM & CORRECTNESS**:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-XXX was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on XXX, 2023 and XXX, 2023; 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 Monday, October 16, 2023; and was duly introduced, read by title only, and passed on second and final reading Monday, November 6, 2023, 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 X day of XXX, 2023.

_____
**Linda Hudson**
**MAYOR COMMISSIONER**

ATTEST

_____
**Linda W. Cox**
**CITY CLERK**

**(CITY SEAL)**

**EXHIBIT A**
Territorial Limits Extension

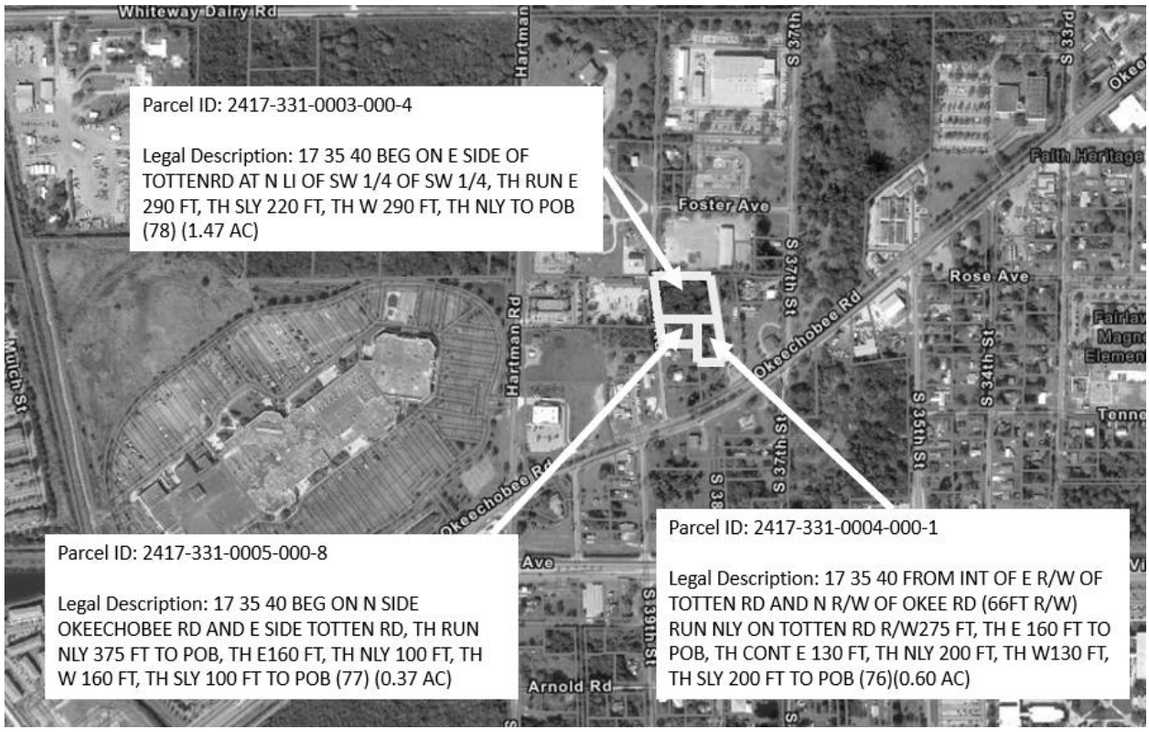
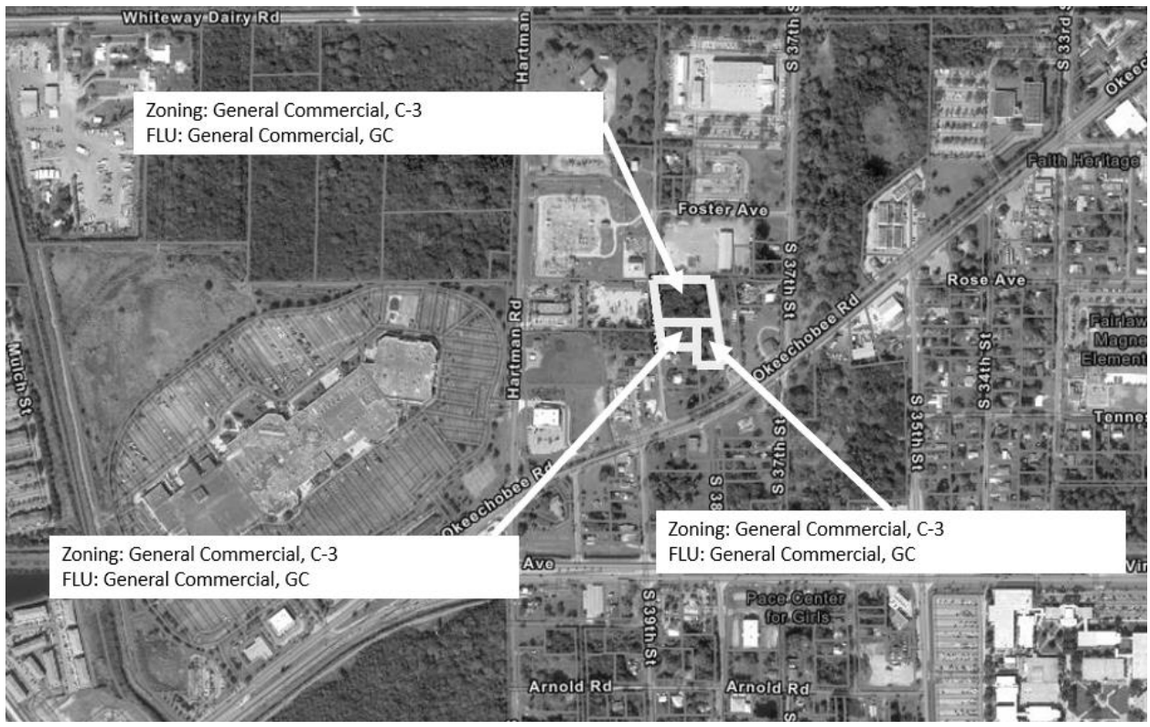


**EXHIBIT B**
Zoning & Future Land Use Designation Assignment



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Jules Annexation

**NOTICES PROVIDED PURSUANT TO:** City Code Section 125-37

**NOTICE BY NEWSPAPER:** 10/7/2023 and 10/15/2023

**NOTICE BY MAIL:** N/A

**NOTICE BY SIGNS:** N/A

**VERIFIED BY:** Ryan Altizer **TITLE:** Senior Planner

**SIGNATURE:** Ryan Altizer **DATE:** 10/3/2023

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RUN TWICE: Sunday, October 7, 2023
Sunday, October 15,2023

SEND PROOF OF PUBLICATION TO: LINDA W. COX, CITY CLERK

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CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 16, 2023, and Monday, November 6, 2023 hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m.; said ordinances entitled:

**ORDINANCE NO. 23-055: AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (3) PARCELS AT OR NEAR EAST OF TOTTEN ROAD AND SOUTH OF RHODE ISLAND AVENUE JUST NORTH OF OKEECHOBEE ROAD, PARCEL IDS: 2417-331-0003-000-4, 2417-331-0005-000-8 AND 2417-331-0004-000-1, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTIES AND PLACE THEM ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTIES; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**(INSERT MAP HERE)**

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. The Quasi-Judicial procedures can be found on the City's

website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.

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: 10/1/2023 & 10/15/2023

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: RYAN ALTIZER, SENIOR PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ANNEXATION - JULES ANNEXATION - PARCEL IDS: 2417-331-0005-000-8, 2417-331-0003-000-4 AND 2417-331-0004-000-1

CAO RLS FILE: 23-244

DATE: SEPTEMBER 25, 2023

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I have reviewed the above Request for Legal Services (RLS) related to a draft Ordinance for the Jules Annexation. I have made some minor revisions and comments on the draft Ordinance. It has been uploaded to Agenda Quick with Track Changes.

With the revisions incorporated and the confirmation or correction of the location as marked in Section 1, the Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm** **12. d.**

**Meeting Date:** 10/16/2023

**Re:** Rezoning (PD) - Martin & Sons - 1038 S. 37th Street

**Submitted For:** Kev Freeman, Planning Director, Planning & Zoning

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**SUBJECT:**

Quasi-Judicial Hearing - Ordinance 23-056 - Review and approval of a Zoning Map Amendment by applicant Franco Prado to change the zoning of one (1) parcel of land from Residential Single-Family - Three Units Per Acre, E-3, to Planned Development, PD at 1038 S. 37th Avenue, more specifically at Parcel ID: 2417-213-0001-000-7 - FIRST READING.

**SUMMARY:**

Request for review of an application for a Zoning Atlas Map Amendment of one (1) parcel of land to change the zoning classification from Residential Single-Family - Three Units Per Acre, E-3, to Planned Development, PD.

**RECOMMENDATION:**

Staff's recommendation is for City Commission to vote APPROVAL of the Zoning Atlas Map Amendment, with two (2) conditions:

1. A Final Plat is needed to subdivide the parcel into the proposed lots of the PD.
2. The 11 conditions of development placed in the corresponding Ordinance also must be met as conditions for this rezoning.

**ALTERNATIVES:**

- Recommendation of approval with alternate conditions
- Recommendation of disapproval

**RESPONSIBLE STAFF:**

Ryan Altizer, Senior Planner

**COORDINATED WITH:**

- Technical Review Committee
- Planning Board

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**Fiscal Impact**

**OTHER INFORMATION:**

N/A

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**Attachments**

Staff Presentation

Staff Report & Supporting Documents

Application Packet & Supporting Documents
Ordinance 23-056
Public Notice Certification

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 10/03/2023 04:52 PM |

Form Started By: Ryan Altizer
Started On: 10/03/2023 02:34 PM
Final Approval Date: 10/03/2023

# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

## MARTIN & SONS - ZONING ATLAS MAP AMENDMENT (PD)
## 1038 S. 37th Street

**APPLICANT**

Franco Prado

**PROPERTY OWNER(S)**

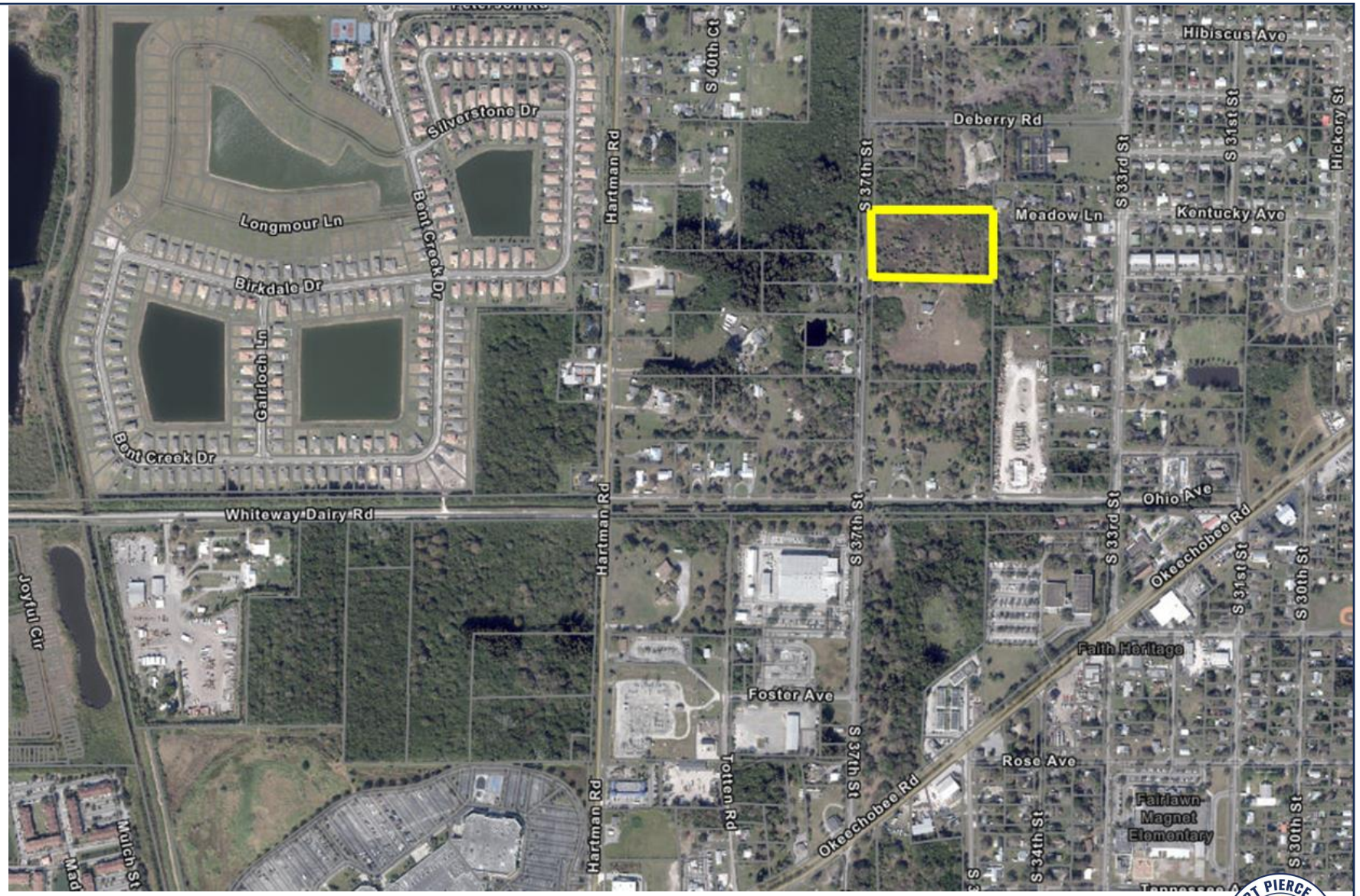
Martin Prado

**PARCEL ID #(S):**
**2417-213-0001-000-7**

## SUMMARY

Request for review of an application for a Zoning Atlas Map Amendment of one (1) parcel of land to change the zoning classification from Residential Single-Family – Three Units Per Acre, E-3, to Planned Development, PD.

# SITE LOCATION

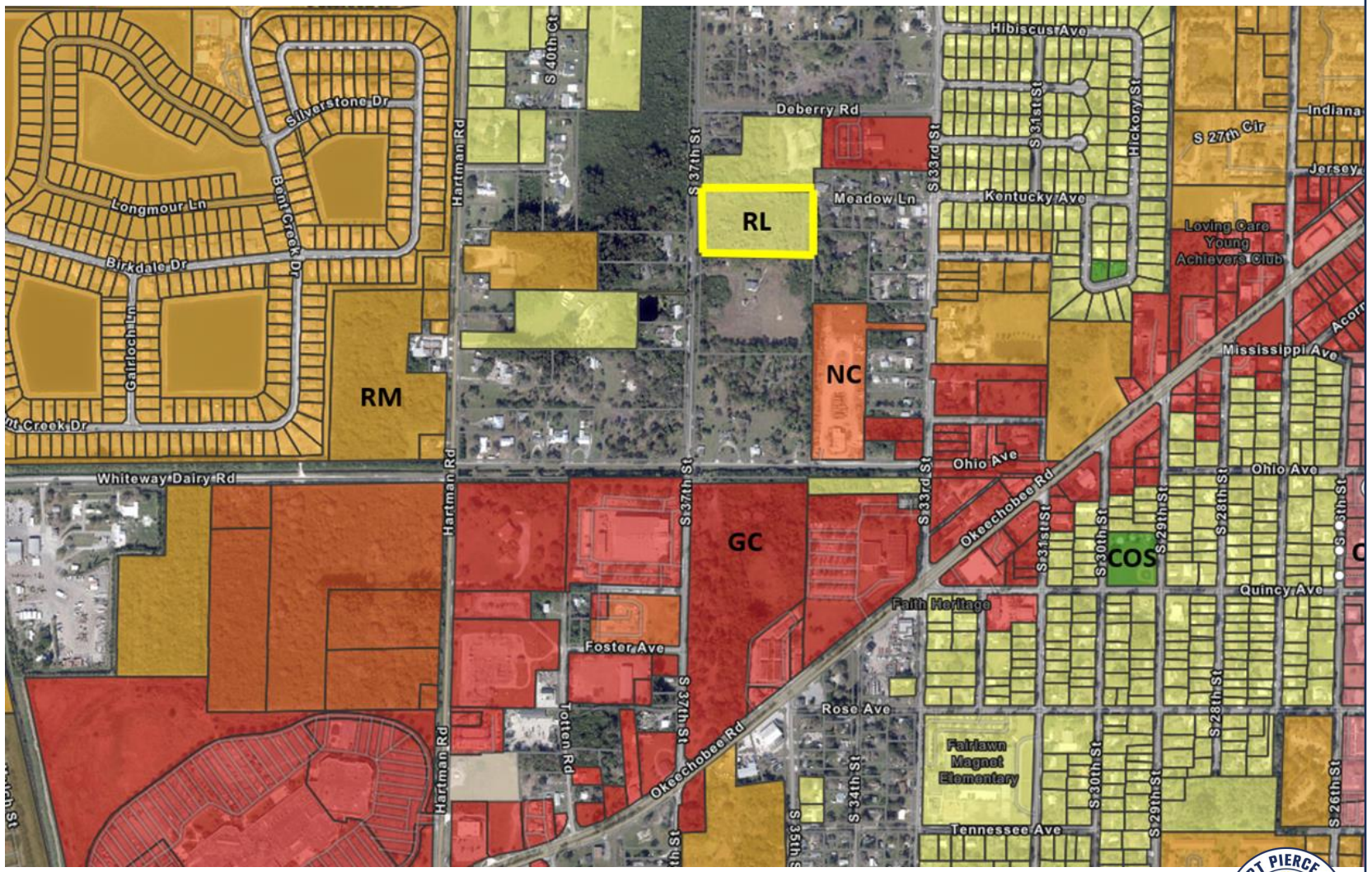



SITE AREA= 5.20 +/- Acres

Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# FUTURE LAND USE

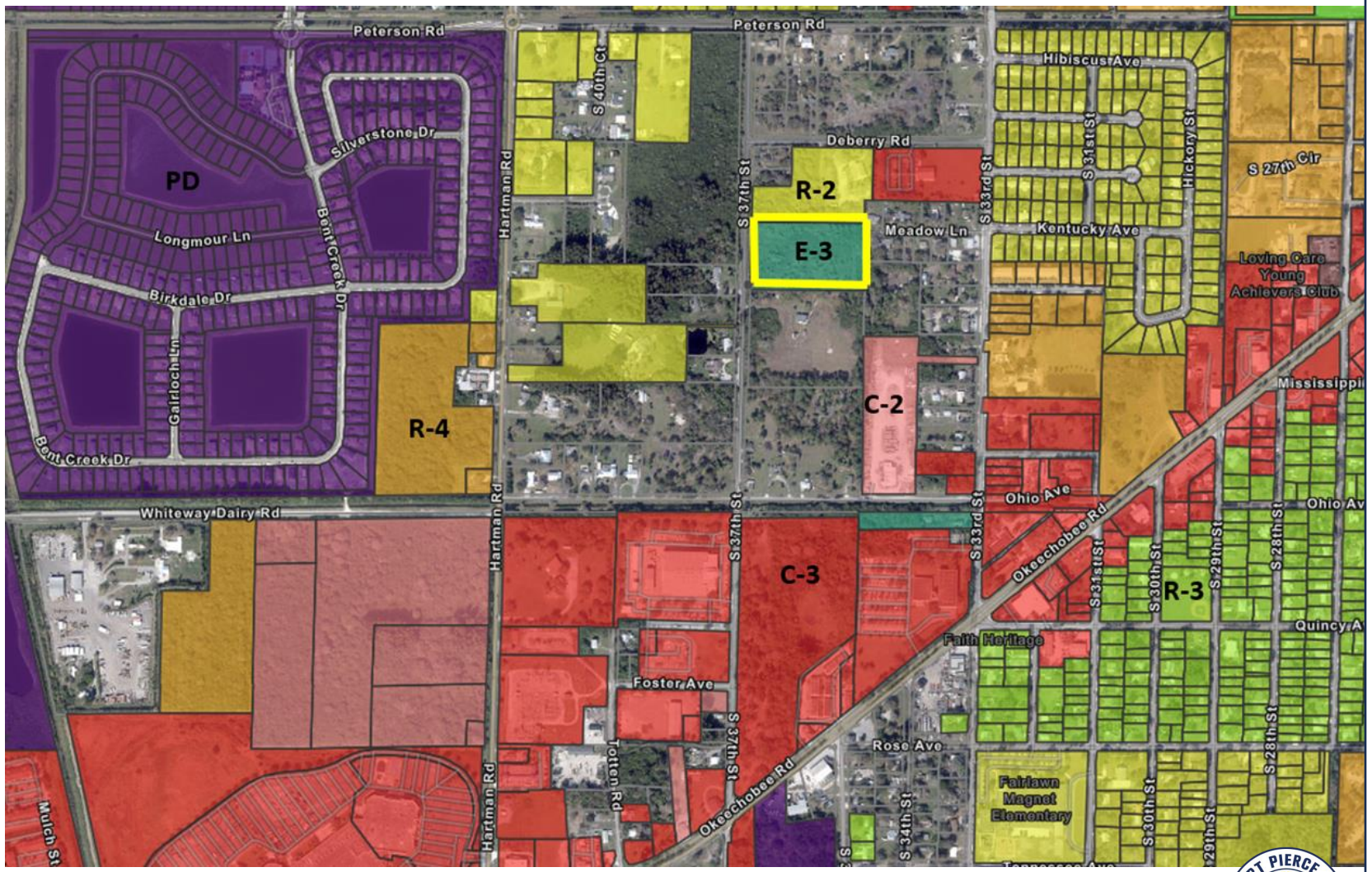
Future Land Use: RL (Low Density Residential)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# EXISTING ZONING

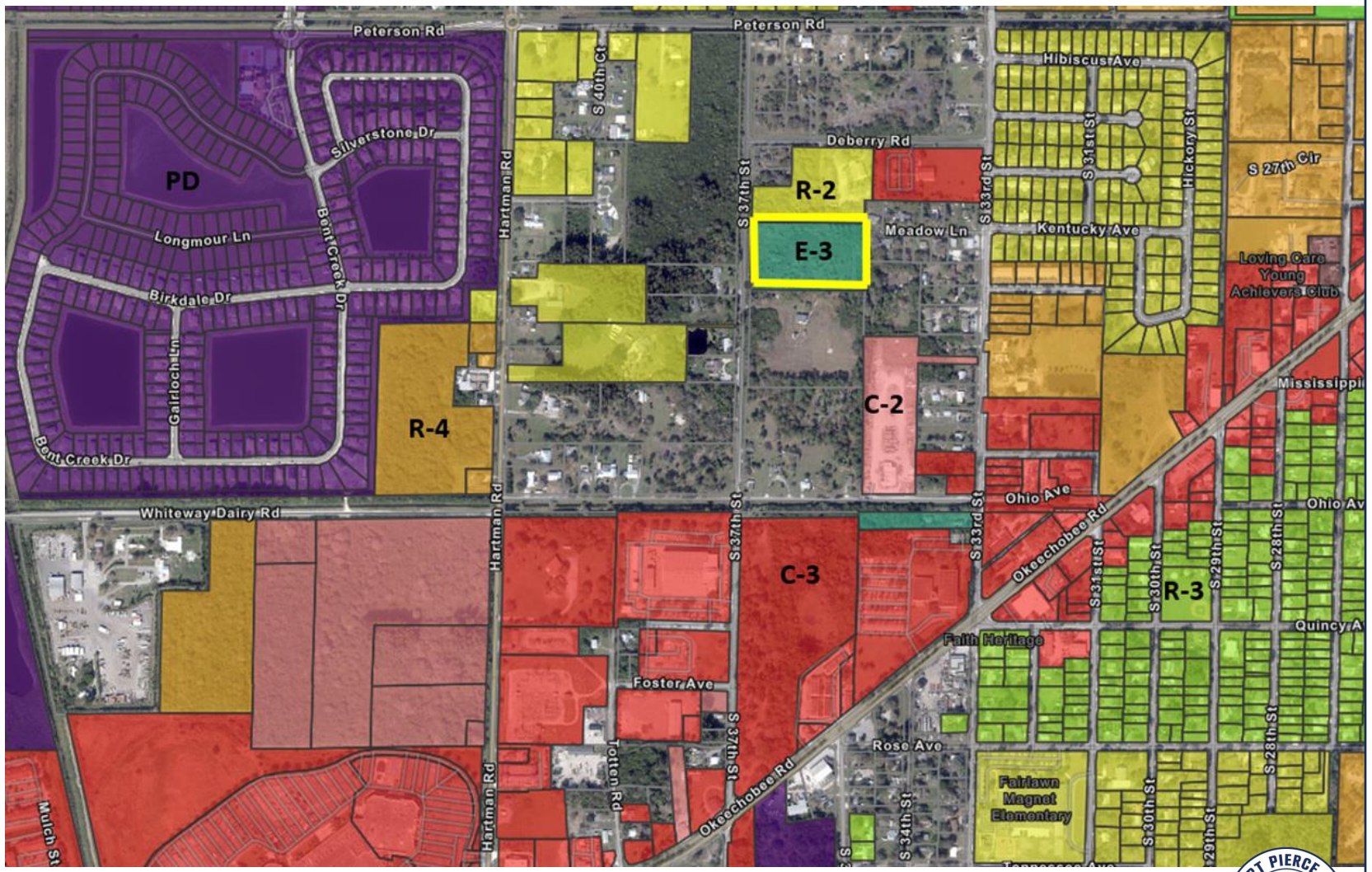
Currently Zoned: E-3 (Residential Single-Family – 3 units per acre)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# PROPOSED ZONING

Proposed Zoning: PD (Planned Development)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# PLANNED DEVELOPMENT - REASONING

**Staff supports the applicant's proposal in that a Planned Development would potentially allow a greater range of housing than what is allowed currently in the E-3 Zoning district. Under the current E-3 zoning, single-family detached houses are the only housing type permitted.**

**The underlying Future Land Use of Low Density Residential is not subject of amendment and therefore the overall permitted density of the property will remain at a maximum of 6.5 du/acre = 33 du's. The E-3 zoning would, in this case, allow up to 15 du, unless subject of an innovative residential development.**

**E-3 zoning: Residential single-family—three units per acre.**
**(a) Purpose. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than three units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available.**
**(b) Basic use standards. Uses in an E-3 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.**

## CONDITIONS

Staff has two conditions with this rezoning:

1. A Final Plat is needed to subdivide the parcel into the proposed lots for the PD.

2. The 11 conditions of development placed in the corresponding Ordinance also must be met as conditions for this rezoning.

## PLANNING BOARD

At their September 11th, 2023, meeting, the Planning Board voted unanimously to move this Zoning Atlas Map Amendment to City Commission with a recommendation of approval.

## RECOMMENDATION

Staff recommendation is for City Commission to vote APPROVAL of the proposed Zoning Atlas Map Amendment, with the two conditions.

## ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.

2. Recommend Disapproval.

## Conditions of Development (PD Zoning)

1. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

3. Prior to the final Certificate of Occupancy, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

4. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

## Conditions of Development (PD Zoning)(Cont.)

5. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

7. The Final PD site plan shall include a development phasing schedule indicating the approximate date when construction of the project can be expected to begin and the number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

## Conditions of Development (PD Zoning)(Cont.)

9. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

10. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

11. The Final PD site plan shall contain the following information, at minimum:

a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.

## Conditions of Development (PD Zoning)(Cont.)

11. Cont.

b. Proposed lot lines and other divisions of land for management, use or allocation purposes.

c. The location, size and height of present and proposed buildings and structures.

d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.

e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.

## Conditions of Development (PD Zoning)(Cont.)

11. Cont.

f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.

g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

## MARTIN & SONS - ZONING ATLAS MAP AMENDMENT (PD)
## 1038 S. 37th Street

# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

## MARTIN & SONS - ZONING ATLAS MAP AMENDMENT (PD)
## 1038 S. 37th Street

**APPLICANT**

Franco Prado

**PROPERTY OWNER(S)**

Martin Prado

**PARCEL ID #(S):**
**2417-213-0001-000-7**

## SUMMARY

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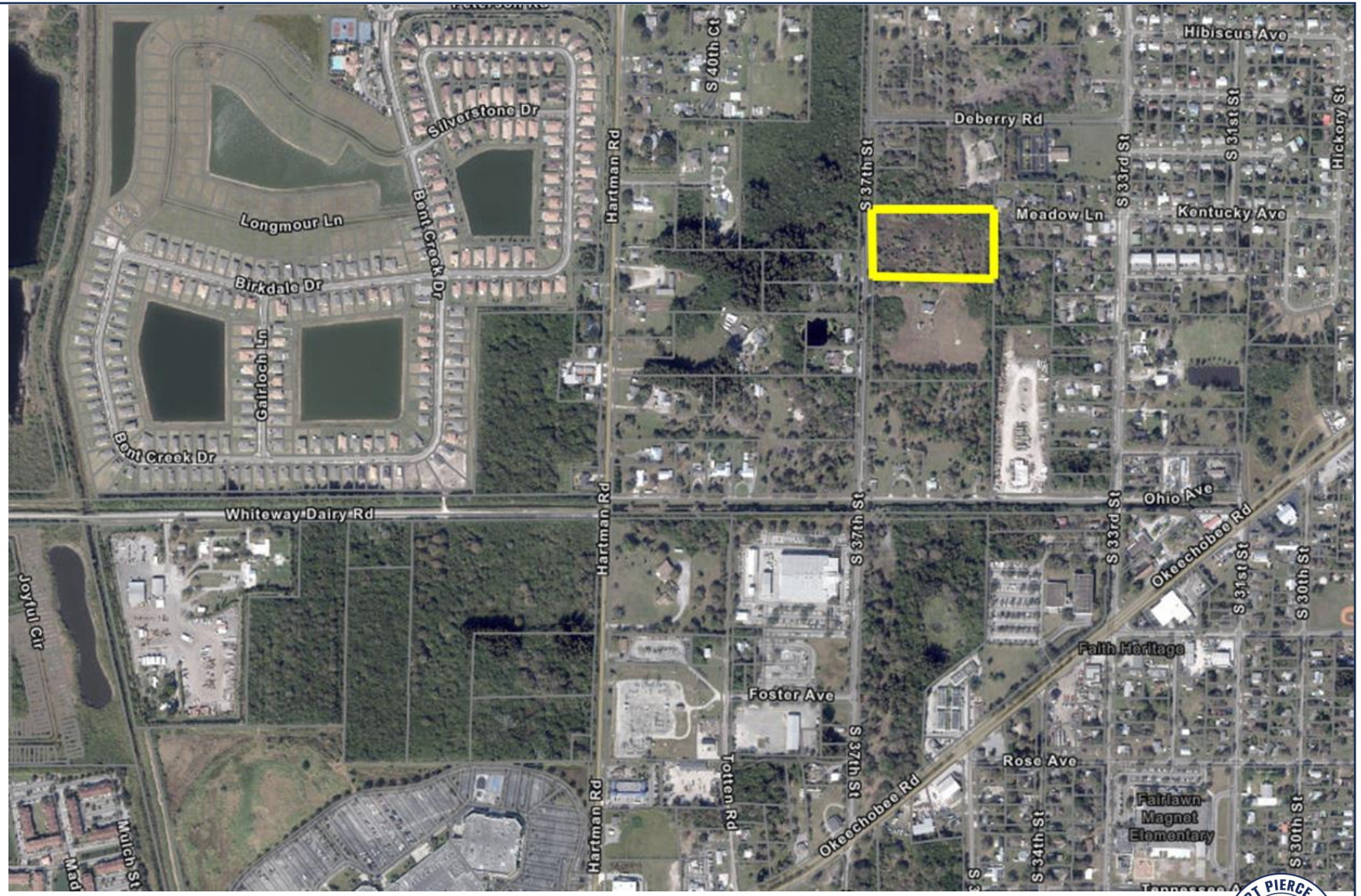
# SITE LOCATION

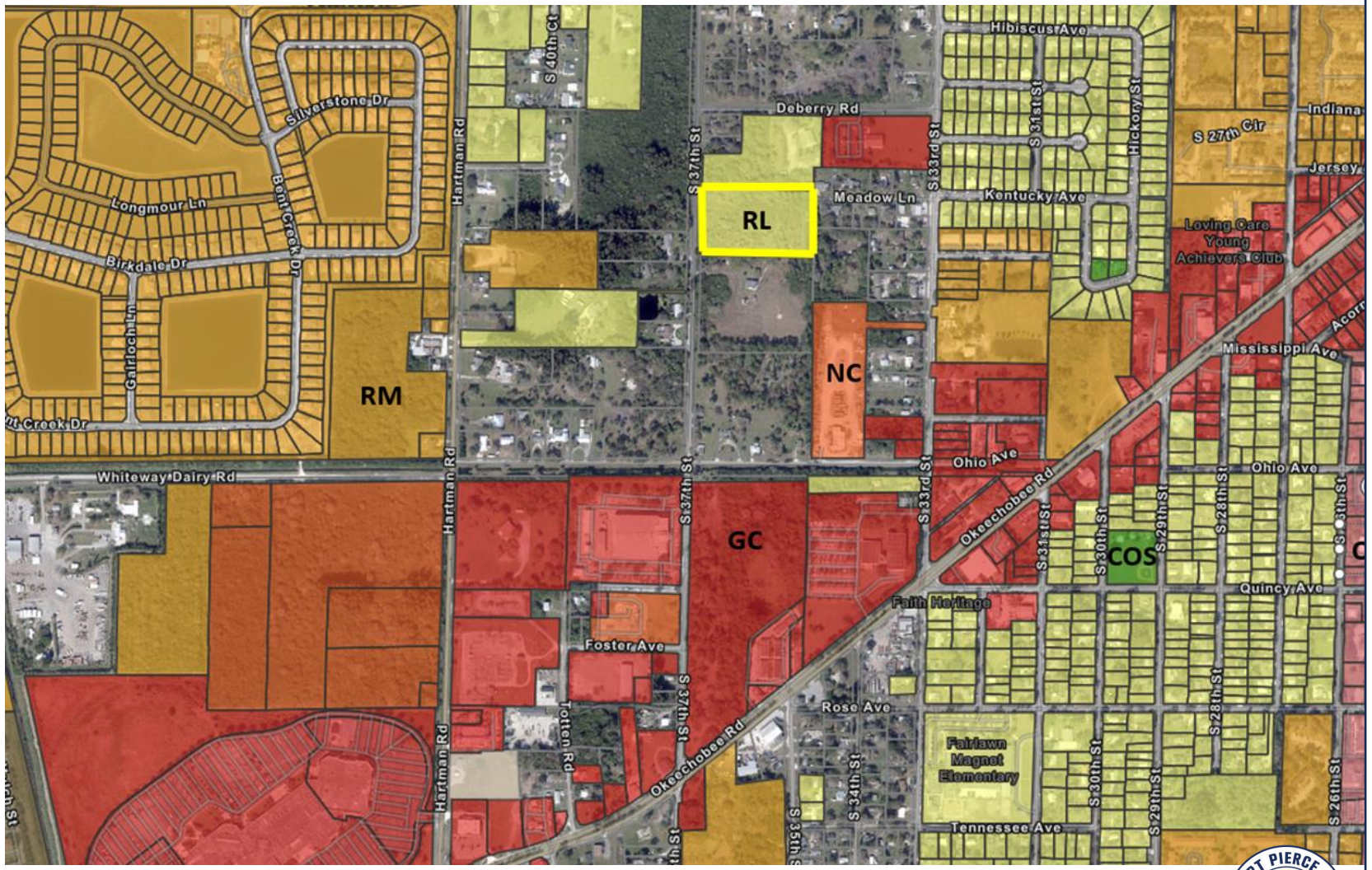



SITE AREA= 5.20 +/- Acres

Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# FUTURE LAND USE

Future Land Use: RL (Low Density Residential)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

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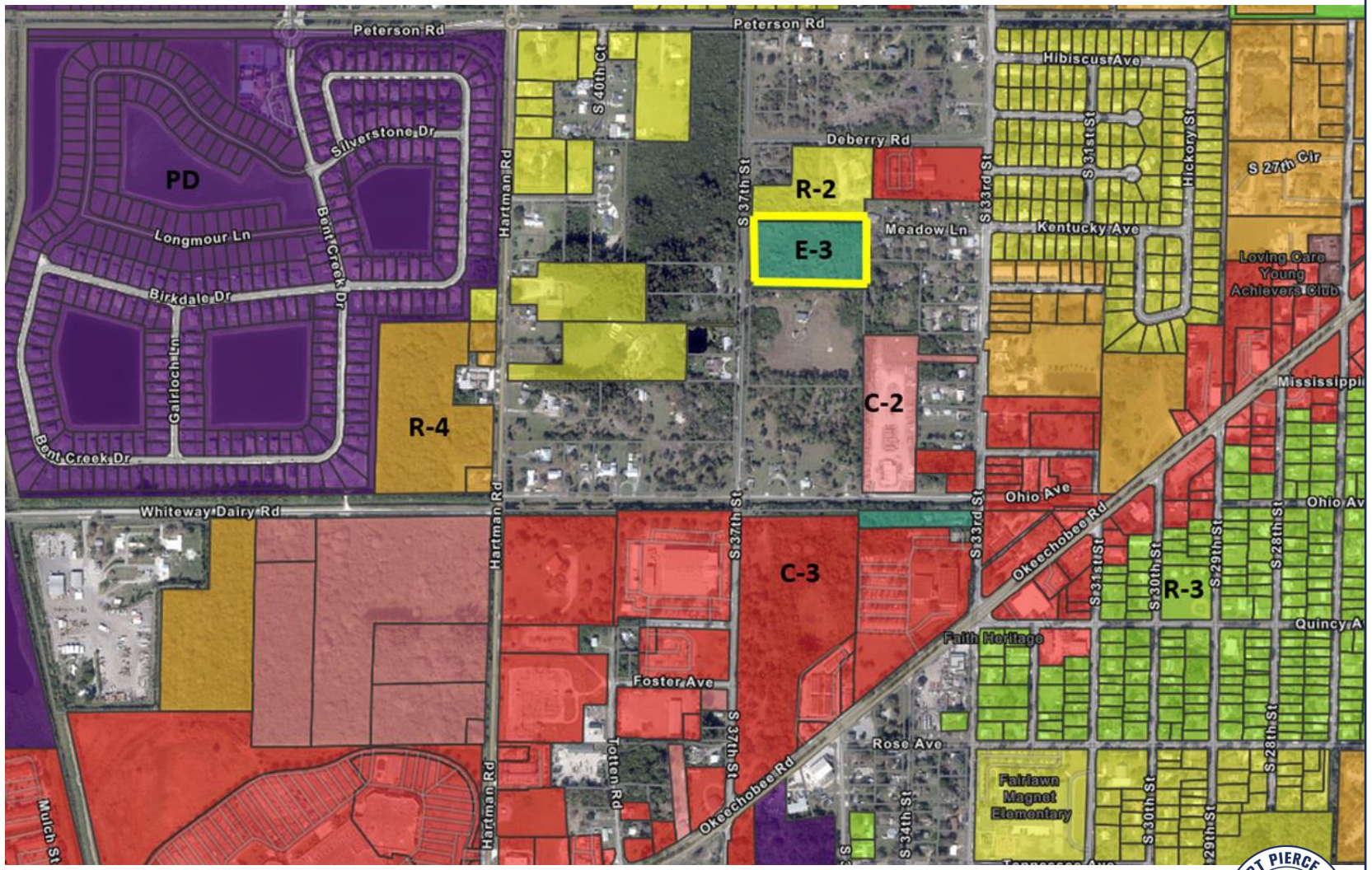


Martin & Sons - 1038 S. 37th Street – ZONING (PD)

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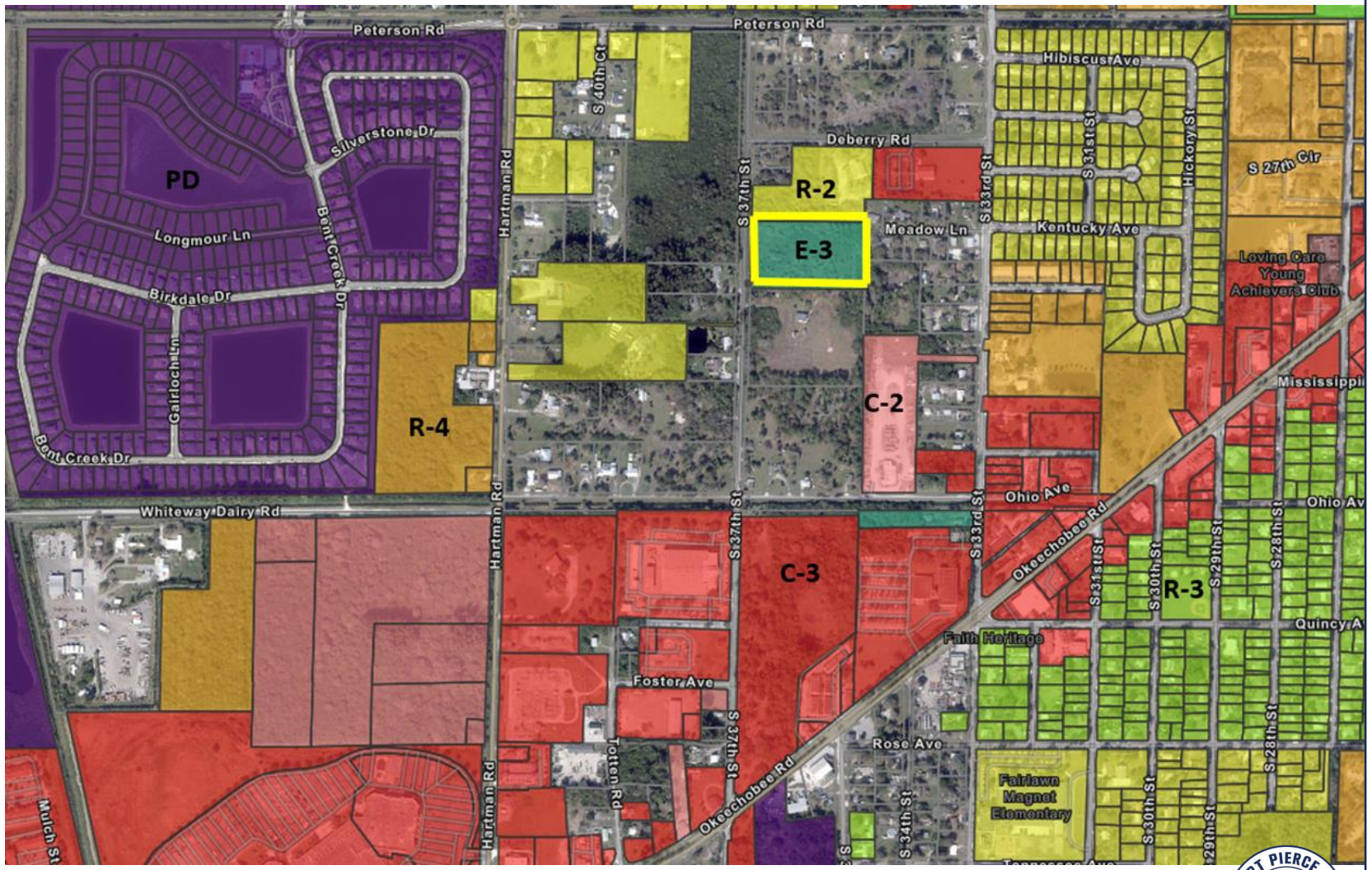
Proposed Zoning: PD (Planned Development)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# PLANNED DEVELOPMENT - REASONING

**Staff supports the applicant's proposal in that a Planned Development would potentially allow a greater range of housing than what is allowed currently in the E-3 Zoning district. Under the current E-3 zoning, single-family detached houses are the only housing type permitted.**

**The underlying Future Land Use of Low Density Residential is not subject of amendment and therefore the overall permitted density of the property will remain at a maximum of 6.5 du/acre = 33 du's. The E-3 zoning would, in this case, allow up to 15 du, unless subject of an innovative residential development.**

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## CONDITIONS

Staff has two conditions with this rezoning:

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2. The 11 conditions of development placed in the corresponding Ordinance also must be met as conditions for this rezoning.

## PLANNING BOARD

At their September 11th, 2023, meeting, the Planning Board voted unanimously to move this Zoning Atlas Map Amendment to City Commission with a recommendation of approval.

## RECOMMENDATION

Staff recommendation is for City Commission to vote APPROVAL of the proposed Zoning Atlas Map Amendment, with the two conditions.

## ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.

2. Recommend Disapproval.

## Conditions of Development (PD Zoning)

1. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

3. Prior to the final Certificate of Occupancy, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

4. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

## Conditions of Development (PD Zoning)(Cont.)

5. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

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11. Cont.

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## Conditions of Development (PD Zoning)(Cont.)

11. Cont.

f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.

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# CITY OF FORT PIERCE

## City Commission

October 16th, 2023

## MARTIN & SONS - ZONING ATLAS MAP AMENDMENT (PD)
## 1038 S. 37th Street

# CITY OF FORT PIERCE

## PLANNING BOARD

September 11th, 2023

## MARTIN & SONS - ZONING ATLAS MAP AMENDMENT (PD) (1 PARCEL)

**APPLICANT**

Franco Prado

**PROPERTY OWNER(S)**

Martin Prado

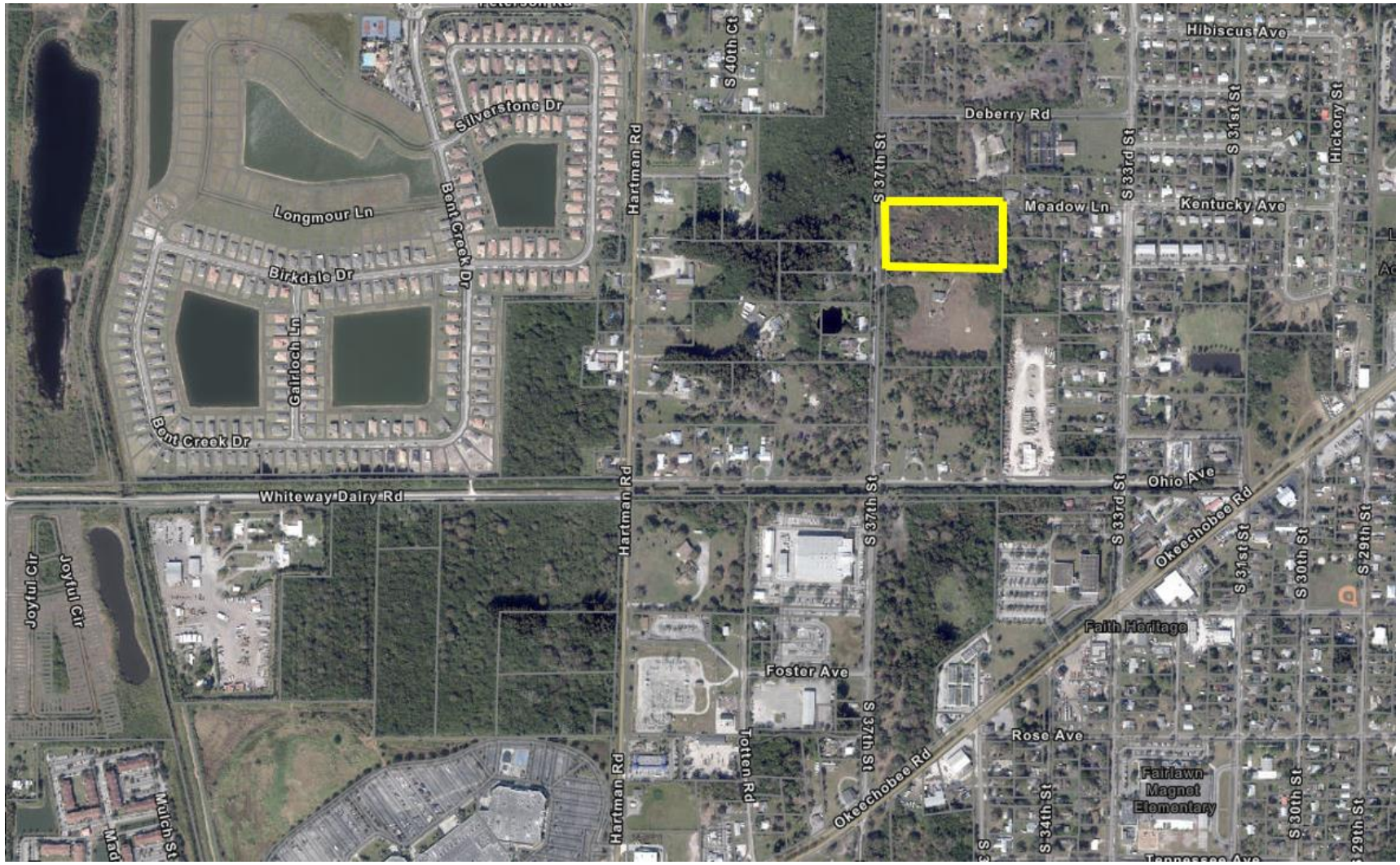
**PARCEL ID #(S):**

2417-213-0001-000-7

## SUMMARY

Request for review of an application for a Zoning Atlas Map Amendment of one (1) parcel of land to change the zoning classification from Residential Single-Family – Three Units Per Acre (E-3) to Planned Development (PD).

# SITE LOCATION

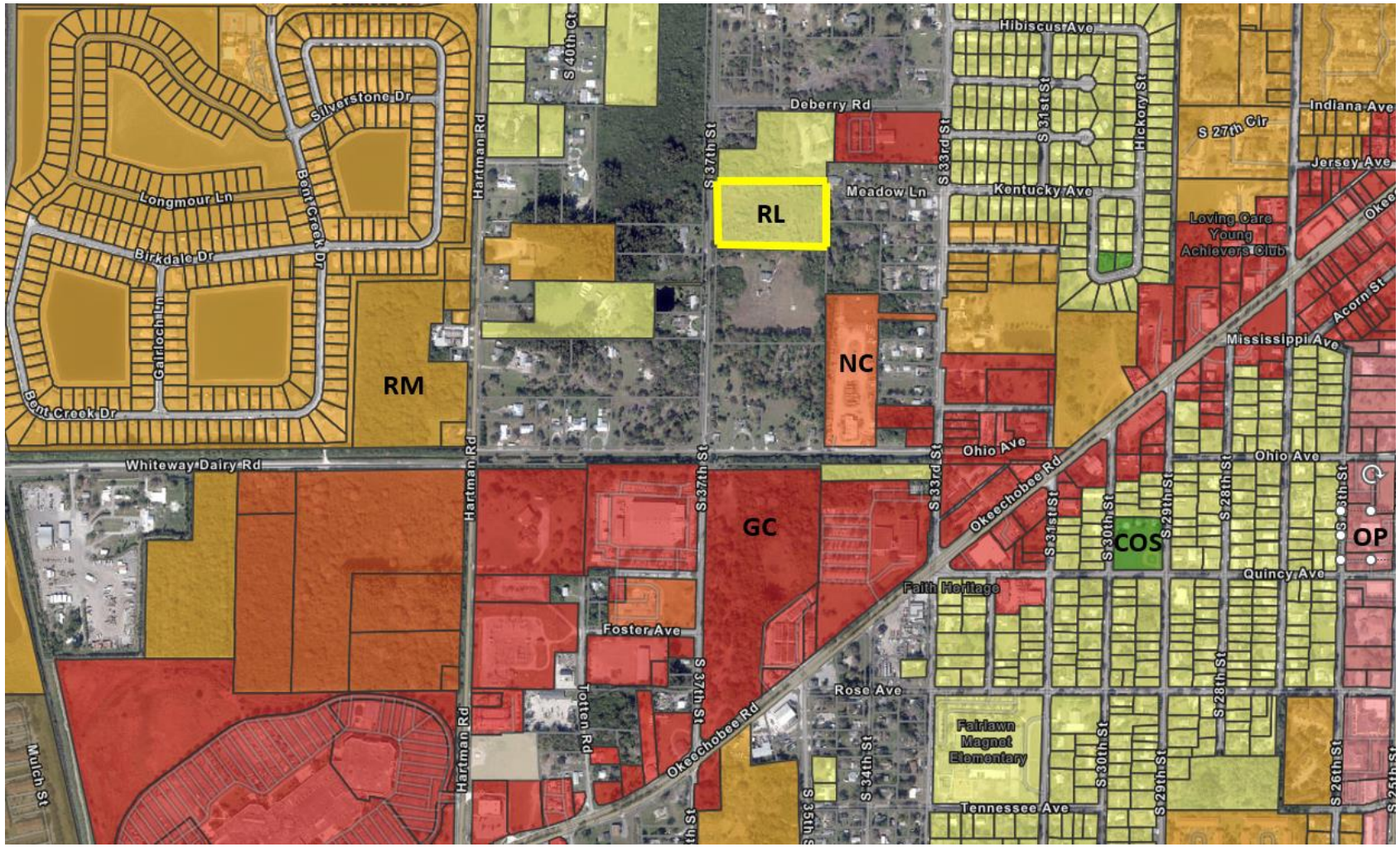



SITE AREA= 5.20 +/- Acres

Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# FUTURE LAND USE

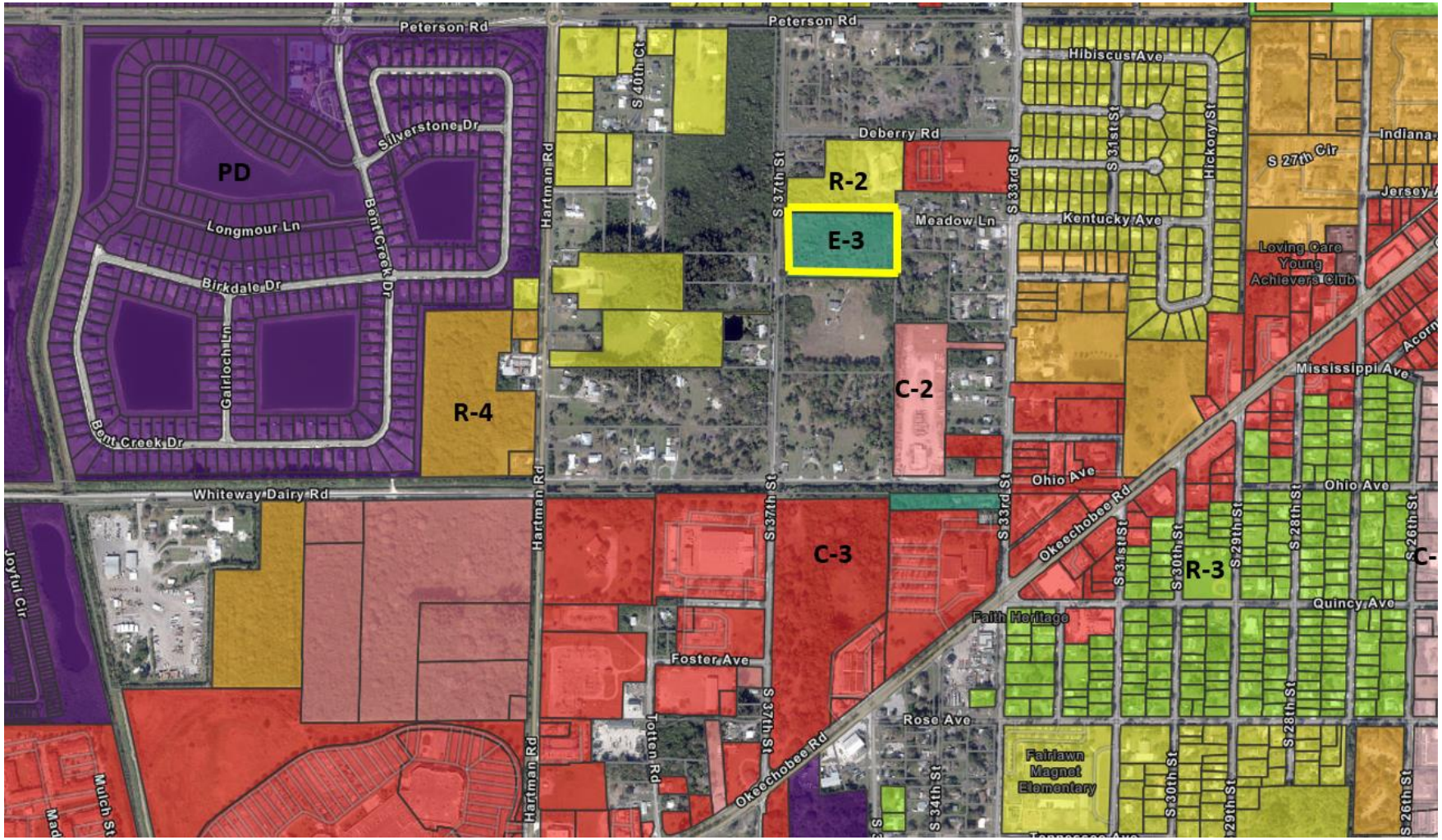
Future Land Use: RL (Low Density Residential)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# EXISTING ZONING

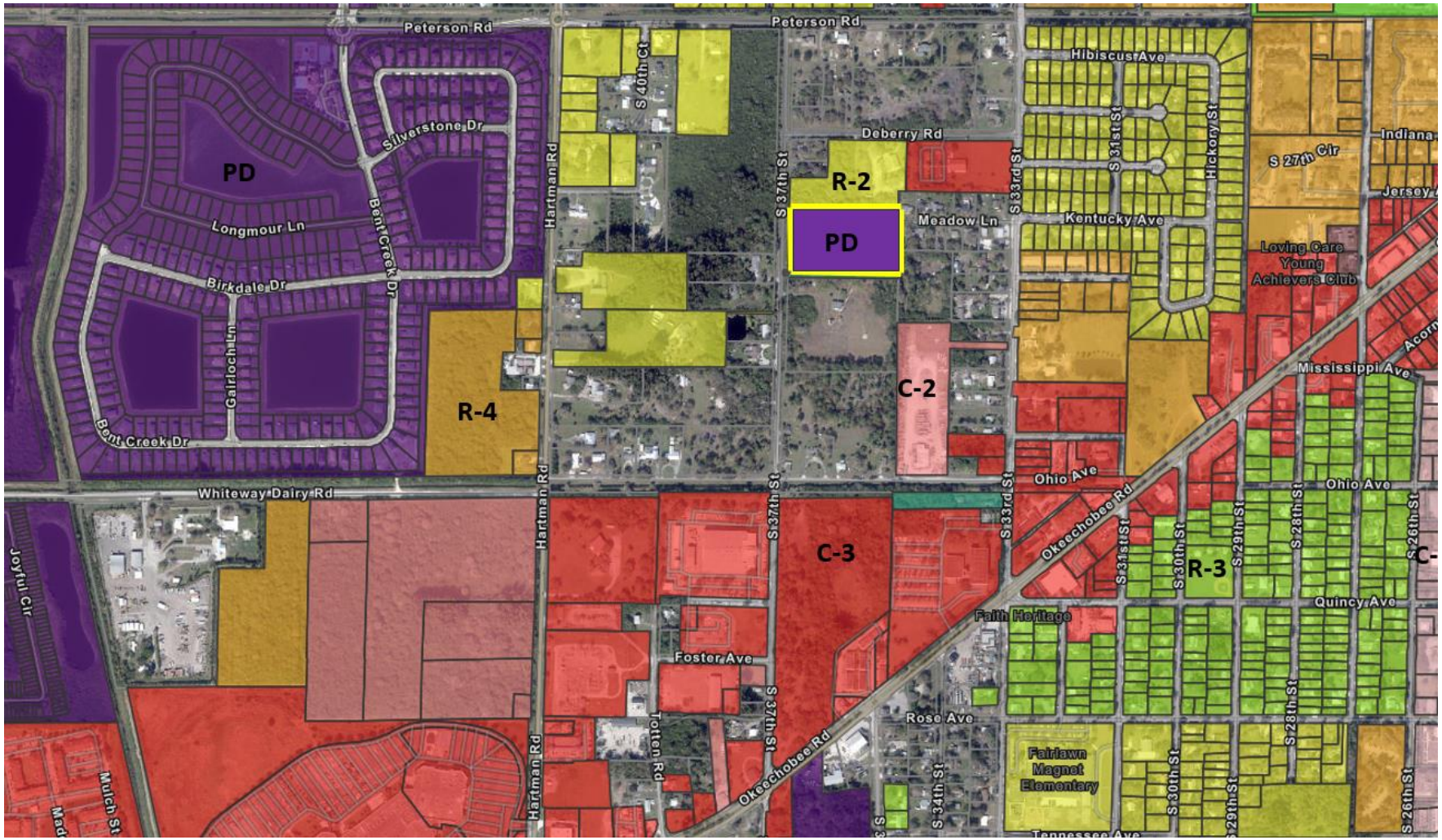
Currently Zoned: E-3
(Residential Single-Family – 3 units per acre)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# PROPOSED ZONING

Proposed Zoning: PD (Planned Development)




Martin & Sons - 1038 S. 37th Street – ZONING (PD)

# PLANNED DEVELOPMENT - REASONING

**The applicant wants to provide a more diverse range of housing in this PD then what is allowed currently in the E-3 Zoning district. Currently detached, single-family houses are the only housing type permitted.**

## CONDITIONS

Staff has two conditions with this rezoning:

1. A Final Plat is needed to subdivide the parcel into the proposed lots for the PD.

2. The 11 conditions of development placed in the corresponding Ordinance also must be met as conditions for this rezoning.

## RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed Zoning Atlas Map Amendment, with the two conditions, for approval to City Commission.

## ALTERNATIVE RECOMMENDATION

1. Recommend Approval with alternative conditions.

or

2. Recommend Disapproval.

## Conditions of Development (PD Zoning)

1. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

## Conditions of Development (PD Zoning)

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b. Proposed lot lines and other divisions of land for management, use or allocation purposes.

c. The location, size and height of present and proposed buildings and structures.

## Conditions of Development (PD Zoning)

11. Cont.

d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.

e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.

f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.

## Conditions of Development (PD Zoning)

11. Cont.

g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Franco Prado
4581 Weston Road, Suite 154
Weston, FL 33331

**Subject: Rezoning for Planned Development - Parcel ID: 2417-213-0001-000-7 – Technical Review Committee Comments for August 17, 2023 TRC Meeting**

**City of Fort Pierce Planning Department**

1. A Final Plat will be necessary to subdivide this PD.

2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

3. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

4. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

5. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

7. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

8. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

9. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The location, size and height of present and proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
    h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

**Fort Pierce Engineering Department**

1. Please provide an updated Environmental Impact Report as the one submitted is two years old.

2. The Traffic Impact Report will need to be updated to include:
    a. new developments in the impact area that will add to cumulative traffic volumes
    b. account for anticipated roadway construction activities (in addition to Midway Road add likely improvements to Jenkins Road, Selvitz Road, Glades Cut Off Road, as well as a Turnpike Interchange)
    c. update existing traffic volumes with higher anticipated growth.
    d. Coordinate with TPO and St. Lucie County for concurrence.

3. Update the Site Plan or provide a separate conceptual drainage plan which identifies the location of the proposed stormwater management facilities.

4. The site is currently comprised of seven (7) platted lots. Is this proposed PD zoning for all lots? If so, will the lots be combined under one ownership or are they to remain independent of one another? If they are to be combined how will this be achieved as the lots are divided by Energy Lane?

5. The plan reflects a rock base trailer storage parking lot which will need to be improved per the requirements specified in the City of Fort Pierce Code of Ordinances Section 119.

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.

**Fort Pierce Building Department**

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. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

3. Building Permit required.

4. Final Plat and Parcel IDs required to submit for DPCR and Building Permits

**Fort Pierce Police Department**

No comments at this time.

**St. Lucie County Planning Department**

Comments may be forthcoming

**St. Lucie County PW/Engineering**

Comments may be forthcoming

**City Clerk Office**

Comments may be forthcoming

**Code Enforcement**

Comments may be forthcoming

**Fort Pierce Utilities Authority**

FPUA W/WW Engineering: Concept approved as noted:

Water and Sewer services are not immediately available to serve this parcel. Availability would be contingent upon the completion of construction of the required infrastructure, and payment of the applicable fees. Please visit our website at www.fpua.com to review developer requirements, specifications, details, fees, etc.
Should you have any questions please contact John Biggs at 772 466-1600 ext. 3474.

FPUA Electric Engineering: This submission is outside of the FPUA electric service area.

FPUA Gas: Approved. Applicant plans on using Natural Gas on this project.

FPUAnet Fiber: FPUAnet approves; If client would like us to bring fiber service from FPUAnet Communications, that is possible.
There may be some construction costs required.
Please contact Eric Peters at (772) 468-1697 for Fiber internet requirements if service is desired.

**St. Lucie County Fire District**

The Fire District has no comments at this time.

**Florida Department of Transportation**

Comments may be forthcoming

**St. Lucie County School Board**

Comments may be forthcoming

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**TO : Ryan Altizer, Senior Planner**

**FROM : Tracy Telle, Assistant City Engineer**

**RE : 1038 S. 37th Street**
**Rezoning (PD Bubble Plan)**

**DATE : August 22, 2023**

This is to advise you that we have completed the review of the following documents as received by this office on August 22, 2023:

- [x] Rezoning Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Construction Drawings
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Rezoning 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 engineering advisory comments

***ADVISORY COMMENTS:***

1. The City of Fort Pierce Code of Ordinances Section 125-212 specifies submittal requirements relating to obtaining a "PD" zoning. These include but are not limited to a site plan, landscape plan, perimeter buffers, vehicular and pedestrian circulation, etc. This submittal did not provide this particular information as the project is being presented as a "Bubble Plan" and is currently deemed conceptual. Therefore, the engineering department reserves the right to provide review comments upon submittal of final site development plans.
2. Prior to commencement of any land clearing activities, the applicant shall provide an Environmental Assessment of the property complete with the appropriate tree mitigation plan.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# Application for Zoning Atlas Map Amendment

**Application submission shall include the following:**

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

**In addition to a complete application, packets shall include:**

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

**1.** Property Address/Location: 1038 South 37th Street, Fort Pierce, Florida 34947

**2.** Property Tax ID(s): 2417-213-0001-000-7

**3.** Total Acreage: 5.28 Acres

**4.** Existing Future Land Use Designation: RL

**5.** Existing Zoning Classification: E-3

**6.** Proposed Zoning Classification: PD

**7.** Other applications being submitted concurrent with this application, if any: _____

**8.** Describe the existing uses, improvements and structures on the amendment lands: Vacant

**9.** Are there any identified or possible historical structures on the amendment lands? N/A

**10.** The reason for making this request: Change the zoning to allow for greater variety of housing.

## 11. CAPACITY ANALYSIS

### I. Site Data:

| | Existing Use | Future Land Use | Zoning |
|---|---|---|---|
| **North** | 7100 Chruch | RL(FP) | R-1(FP) |
| **South** | 9100 Utility | RU(SLC) | U(SLC) |
| **East** | 1000 - Vac Comm<br>0100 - SF Res<br>0100 - SF Res | COM(SLC)<br>COM(SLC)<br>COM(SLC) | CN(SLC)<br>CN(SLC)<br>CN(SLC) |
| **West** | 0000 - Vac Res<br>0100 - SF Res | RU(SLC)<br>RU(SLC) | RS-3(SLC)<br>RS-3(SLC) |

| | Future Land Use | Zoning Classification | Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage | Total Acreage | Flood Zone |
|---|---|---|---|---|---|
| **Current** | RL | E3 | 3 du/ac | 5.28 | X |
| **Proposed** | RL | PD | 6.5 + 5 du/ac bonus | 5.28 | 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)<br>Other: 0.125 gallons per day per square foot |
| Demand Analysis | Maximum |
| Current Zoning | Total gallons per day 3900 |
| Proposed Zoning | Total gallons per day 14560 |
| **Change in Demand** | **Total gallons per day** 10660 |

| **B. Wastewater:** | |
|---|---|
| Average Use | Residential: 100 gallons per day per person<br>(du x 2.6= persons x 100 gpd = demand)<br>Other: 0.1 gallons per day per square foot |
| Demand Analysis | Maximum |
| Current Zoning | Total gallons per day 3900 |
| Proposed Zoning | Total gallons per day 14560 |
| **Change in Demand** | **Total gallons per day** 10660 |

**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 | 885.32 | 887.45 | 2.13 |
| **Urban District** | 5 acres per 1,000 people | 221.33 | 221.86 | 0.53 |
| **Community** | 2.5 acres per 1,000 people | 110.67 | 110.93 | 0.26 |
| **Neighborhood** | 1.36 acres per 1,000 people | 60.20 | 60.35 | 0.15 |

**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** | Samuel Gaines Academy | Westwood Academy |
| **City** | Fort Pierce | Fort Pierce |
| **Distance** | 3.2 Miles | 2.5 Miles |
| **Current Zoning Enrollment Demand** | 4.25 | 1.82 |
| **Proposed Zoning Enrollment Demand** | 15.88 | 6.80 |
| **Change in Demand** | 11.63 | 4.98 |

**E. Solid Waste:**
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** | 2 yard |
| **Proposed Zoning** | 8 yard |
| **Change in Demand** | 6 yard |

**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** | As per the policy 3.7.1 of the Comprehensive Plan, the listed design criteria for stormwater management will have to be met at the time of the submittal for the future land development (the site plan applications).<br><br>Being a pre-development orders, the Future Land Use Map Amendment and the Zoning Atlas Map Amendment do not have information required to calculate the impact (wet retention/detention basin areas, flood routing calculations, off-site discharge, etc...) nor the information required to check the compliance with the design criteria (roadway elevation, site perimeter elevations, building floor elevations and similar). |

## III. Transportation Analysis

| **G. Traffic** Most recent ITE Code for use; HCM Roadway Capacity | | |
|---|---|---|
| | **AADT** | **AM/PM Peak Hour Trips** |
| **Demand Analysis** | Maximum | Maximum |
| **Current Zoning** | | |
| **Proposed Zoning** | N/A | |
| **Change in Demand** | Trips | Trips |
| **Impact to Capacity** | N/A | |

**12.** Name of Owner(s): Martin Prado
Mailing Address: 4366 Pine Ridge Court
City Weston State Florida Zip 33331
Phone # 954-214-7951
E-mail: martin@martinandsons-usa.com

**13.** Name of Applicant: Franco Prado (son)
Mailing Address: 4581 Weston Road, Suite 154
City Weston State Florida Zip 33331
Phone # 954-536-3186 Fax # _____
E-mail: franco@martinandsons-usa.com

**14.** Name of Representative: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

**15. Applicant Acknowledgements** (Owner's signature must be notarized)

I certify that: (Check One)

☑ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

FP 5/12/23

Applicant's Signature Date

| 559 NW 70th Way | Florida | 33063 |
|---|---|---|
| Address | State | Zip |

| 954-536-3186 | | franco@martinandsons-us |
|---|---|---|
| Phone | Fax | E-mail Address |

**16. Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

| Martin Prado | 954-214-7951 |
|---|---|
| Property Owner's Name (Please Print) | Phone |

| 4366 Pine Ridge Court | Florida | 33331 |
|---|---|---|
| Address | State | Zip |

M Prado 05/12/23

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 12 day of May, 2023, by MARTIN E. PRADO who is personally known to me or has produced FL. DL. #P630-565-63-266-0 as iden

A M Bertello

Signature of Notary (seal)

Notary Public State of Florida
Anna M Bertello
My Commission HH 320625
Expires 10/10/2026

**OFFICE USE:**

**DATE RECEIVED:**_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

**PLANNED DEVELOPMENT REQUIREMENTS**

The following items are described as Planned Development Requirements stated in City of Fort Pierce Land Development Code Section 125-212.

Responses are written in Bold Italics.

a. Comprehensive plan consistency.

***The proposed zoning is consistent with the current Future Land Use designation of Residential Low***

b. Perimeter setbacks

***Acknowledged***.

c. Open space

***Acknowledged***.

d. Applicability to other code of ordinances not in conflict herein

***The proposed is not in conflict with other building, housing or land use regulation codes.***

e. Easements

***Should easement be required for any utilities being conveyed to the utility provider, the appropriate utility easements will be supplied.***

f. Phasing

***There is no phasing proposed as part of this PD.***

g. Other standards..

***Acknowledged***.

h. Additional requirements.

***Acknowledged***.

i. Variances are not necessary.

***Acknowledged***.

As outlined in section 125-212(c) of the City of Fort Pierce Land Development code, the application requirements are as follows:

1. Project Narrative

***A description of the proposed development is outlined in this narrative. The overall parcel totals 5.28 acres. This PD application encompasses the entirety of the parcel which is currently undeveloped. The proposed zoning amendment to planned development will allow a variety of housing types as outlined in the Quantitative Data section below.***

***The planned development is proposing a 14 - 56 dwelling unit single-family / duplex / triplex / quadraplex / townhome development.***

2. Unified Control and Property Ownership

***The parcel is under control by the applicant, Martin Prado. A copy of the deed and agent authorization is included as part of this application package.***

3. Phasing

***There is no phasing proposed as part of this development.***

4. Quantitative data:

***Platting is not proposed at this time, so individual parcels sizes and associated improvements may vary.***

Total number and type of dwelling units;

***14 – 56 units. single-family, duplex, triplex, quadraplex, and townhomes***

Parcel sizes;

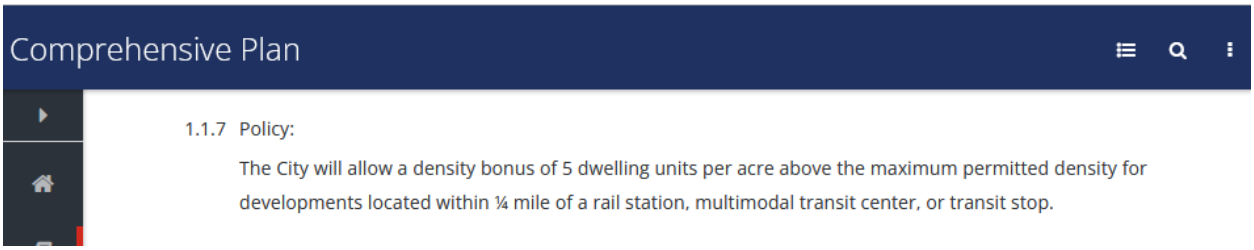
***12,000 – 14,520 SF***

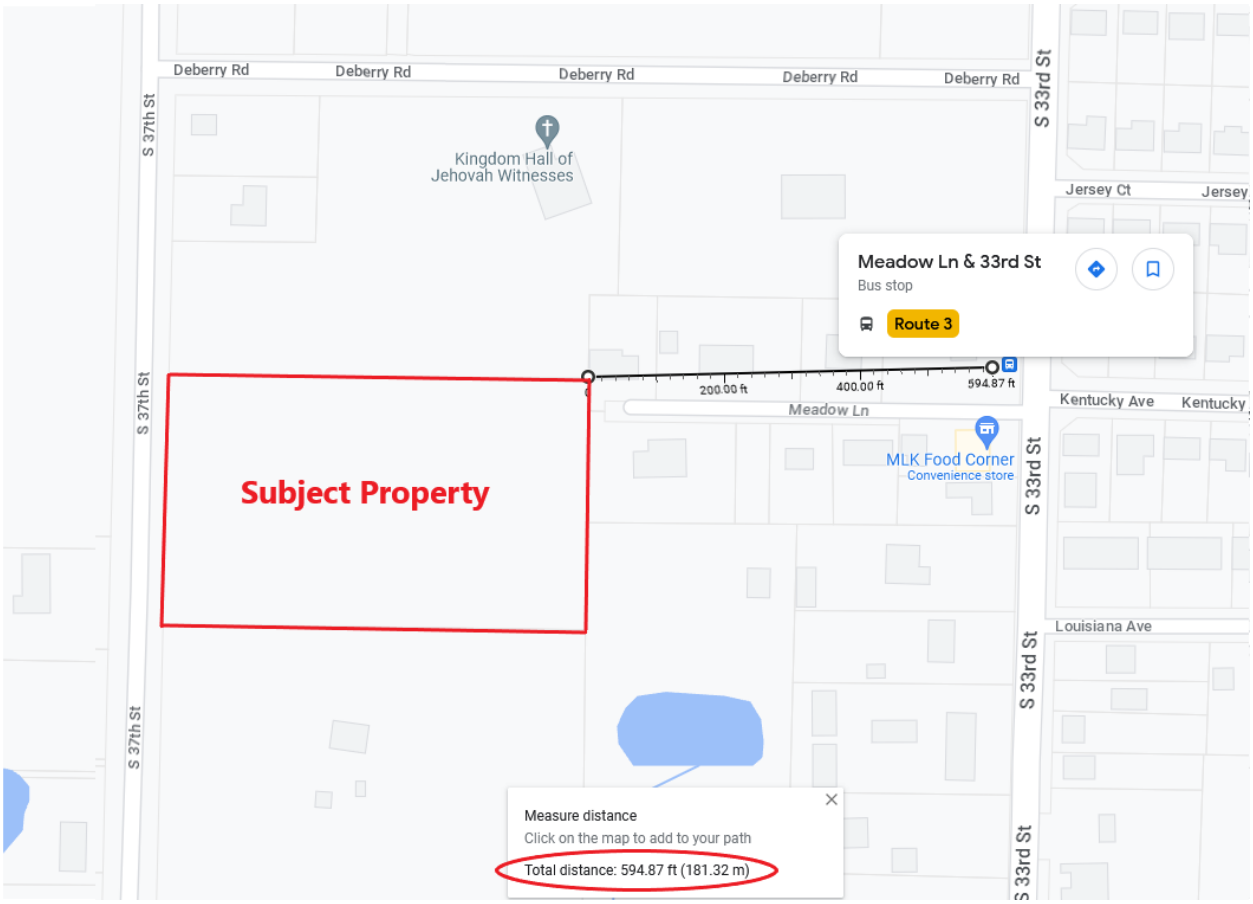
Proposed lot coverage of buildings and structures;

***70%***

Residential gross densities;

***Due to the proposed development being located within a ¼ mile of a transit stop, per comprehensive plan policy 1.1.7 a density bonus of 5 dwelling units per acre is allowed to achieve a density of 56 units as a maximum.***

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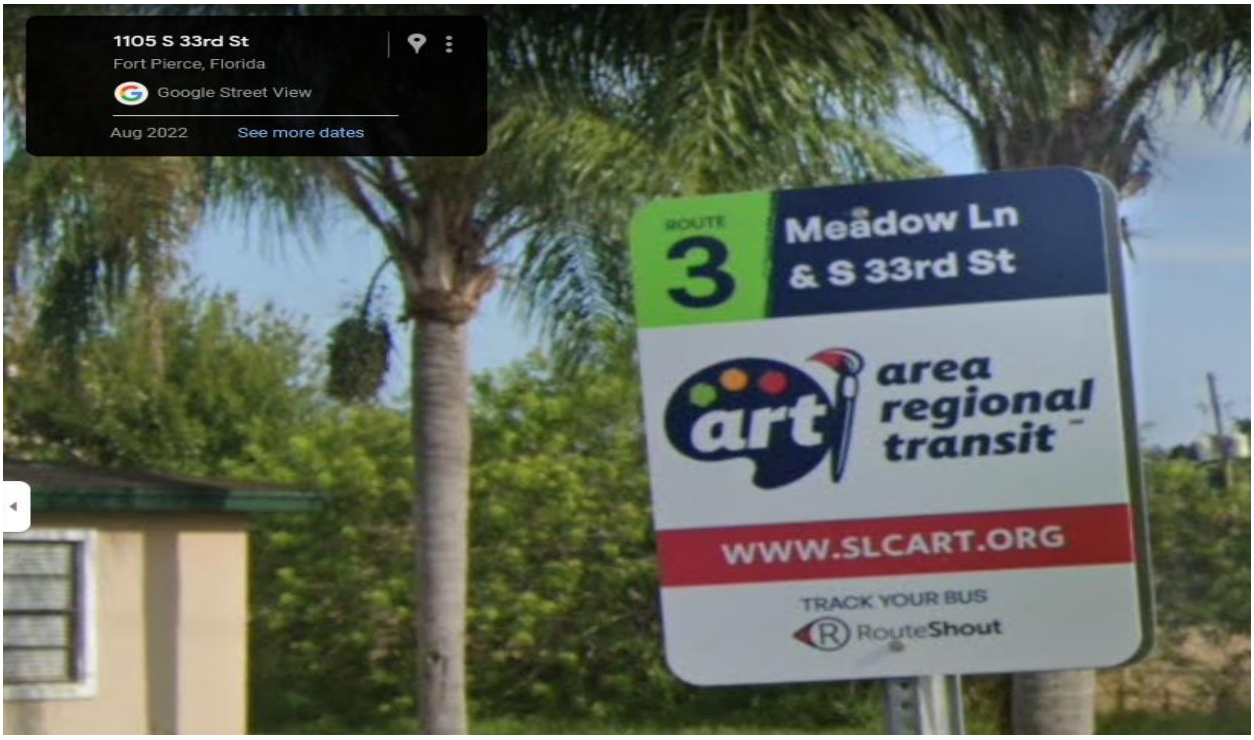
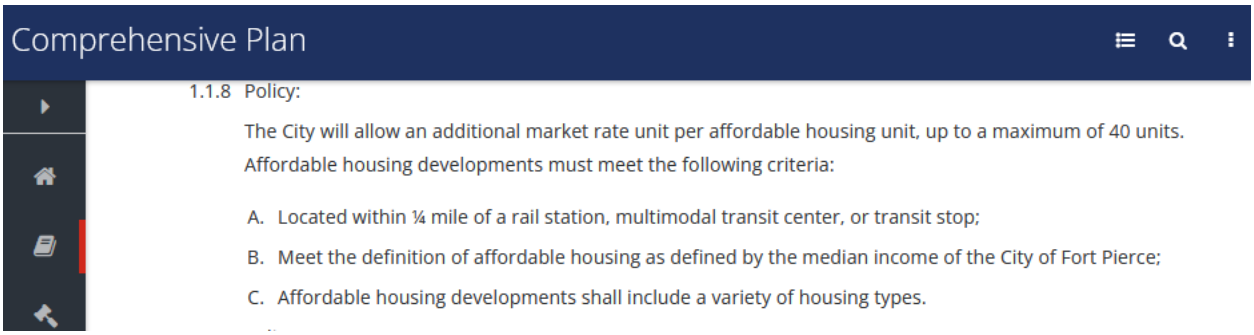
Kingdom Hall of Jehovah Witnesses
Jersey Ct
Jersey
Meadow Ln & 33rd St
Bus stop
Route 3
200.00 ft
400.00 ft
594.87 ft
Meadow Ln
Kentucky Ave
Kentucky
MLK Food Corner
Convenience store
Subject Property
Louisiana Ave
Measure distance
Click on the map to add to your path
Total distance: 594.87 ft (181.32 m)


1105 S 33rd St
Fort Pierce, Florida
Google Street View
Aug 2022
See more dates
ROUTE
3
Meadow Ln
& S 33rd St
art
area regional transit
WWW.SLCART.ORG
TRACK YOUR BUS
RouteShout

***The proposed development is also eligible to add an additional 40-units of "affordable housing" per Comprehensive Plan policy 1.1.8 when meeting eligible criteria. This would increase the gross density to a maximum of 100 units. This is not proposed at this time, but the right is reserved to implement this policy as allowed by the city code.***




Total amount of open space;

***10%. See below exception.***

Total amount of nonresidential acreage;

***Not including water management tracts and utility easements, 0 acres is nonresidential.***

5. Exceptions from Standard Zoning:

***The proposed PD open space requirement will be amended as follows:***

In all planned developments at least ~~20~~ 10 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities ~~providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner~~; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).

6. Agreements, provisions and covenants which govern the use:

***Common areas will be governed by a property owner's association and will be established during the detail plan review process.***

Based on the above and attached information, the applicant respectfully requests review and approval of this application.

Martin Prado
4366 Pine Ridge Court
Weston, FL 33331

**OWNER CONSENT FORM**

Project Name: 1038 South S3th Street
Parcel ID: 2417-213-0001-000-7 Address: 1038 South 37th Street, Fort Pierce, FL 34947

BEFORE ME THIS DAY PERSONALLY APPEARED MARTIN E. PRADO, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Franco Prado to act on my 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 all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed plat, site plan, construction plans, and other related development items for this parcel.

FURTHER AFFIANT SAYETH NOT.
The foregoing instrument was acknowledged before me this 12 day of May, 2023, by MARTIN E. PRADO (Name of Person Acknowledging) who is personally known to me or who has produced FL-DL-P630565632660 (type of identification) as identification and who did (did not) take an oath.

Notary Signature

ANA. M. BERTELLO
Printed Name of Notary

Notary Public State of Florida
Ana M Bertello
My Commission HH 320625
Expires 10/10/2026

10-10-26
My commission expires

Owner's Signature

MARTIN E. PRADO
Owner's Name

4366 Pine Ridge Ct.
Street Address

Weston, FL. 33331
City, State, Zip

954-389-0220
Telephone/Email

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5150121 OR BOOK 4945 PAGE 2660, Recorded 02/02/2023 12:24:00 PM Doc Tax: $2205.00

Prepared by
Melinda Endres, an employee of
**First American Title Insurance Company**
12160 South Shore Blvd, Suite 104
Wellington, Florida 33414
(561)793-9100

Return to: Grantee

File No.: 12663-2767488

# WARRANTY DEED

THIS INDENTURE, executed on **January** 25, **2023**, between

**Mount Bethel Baptist Church, Inc., a Florida non-profit corporation**

whose mailing address is: 901 NW 11th Ave., Fort Lauderdale, FL 33311,
hereinafter called the "grantor", and

**Martin Prado, a single man**

whose mailing address is: 4366 Pine Ridge Cir, Fort Lauderdale, FL 33331,
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**WITNESSETH:** The grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **St. Lucie** County, **FL**, to-wit:

The Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 35 South, Range 40 East, St. Lucie County, Florida; LESS therefrom the North 445 feet and the West 40 feet.

AND

The Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 35 South, Range 40 East, St. Lucie County, Florida; LESS therefrom the South 500 feet and the West 40 feet.

Parcel Identification Number: **2417-213-0001-000/7**

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto 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 the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2022.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Mount Bethel Baptist Church Inc, a Florida non-profit corporation

By: Clarence E. Glover
Name: Clarence E. Glover
Title: President

*Signed, sealed and delivered in our presence:*

Rebecca Diaz
Witness Signature

Rebecca Diaz
Print Name

Witness Signature

Susan Hughes
Print Name

State of Washington

County of Pierce

**The Foregoing Instrument Was Acknowledged** before me by means of ☐ physical presence or ☑ online notarization, on 01/25/2023, by **Clarence E. Glover, as President, on behalf of Mount Bethel Baptist Church, Inc., a Florida non-profit corporation**, existing under the laws of the State of **Florida.**

Notary Public

Susan Hughes
(Printed Name)

SUSAN HUGHES
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 183915
COMMISSION EXPIRES 08/17/2024

My Commission expires: 08/17/2024

*{Notarial Seal}*

Personally Known ☐ OR Produced Identification ☑
Type of Identification Produced a valid driver's license

This notarial act involved the use of communication technology

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

## Property Identification

Site Address: 1038 S 37th ST
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-213-0001-000-7
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 26432
Map ID: 24/17N
Zoning: Res Sing F

## Ownership

Martin Prado

4366 Pine Ridge CT
Weston, FL 33331



## Legal Description

17 35 40 SW 1/4 OF NE 1/4 OF NW 1/4-LESS N 445 FT AND LESS W 40 FT- AND NW 1/4 OF SE 1/4 OF NW 1/4-LESS S 500 FT AND LESS W 40 FT- (5.28 AC)

## Current Values

| | |
|---|---|
| Just/Market Value: | $143,500 |
| Assessed Value: | $101,685 |
| Exemptions: | $0 |
| Taxable Value: | $101,685 |

**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): | 5.28 |
| Land Size (SF): | 229,996.8 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| Jan 25, 2023 | 4945 / 2660 | 0117 | WD | Mount Bethel Baptist Church | $315,000 |
| Mar 25, 2008 | 2954 / 2107 | XX01 | WD | Tamayo Jose H | $250,000 |
| Dec 29, 2001 | 1484 / 2248 | XX00 | WD | Jensen Rolf S | $48,000 |
| May 8, 1991 | 0738 / 0026 | XX00 | WD | Edmund M Radke | $35,000 |
| Feb 10, 1989 | 0624 / 1181 | XX01 | WD | | $40,000 |
| Feb 8, 1989 | 0624 / 1183 | XX01 | WD | Edmund M Radke | $40,000 |

## Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

## Special Features and Yard Items

Exterior Data

| | | |
|---|---|---|
| View: | Roof Cover: | Roof Structure: |
| Building Type: | Year Built: N/A | Frame: |
| Grade: | Effective Year: N/A | Primary Wall: |
| Story Height: | No. Units: 0 | Secondary Wall: |

Interior Data

| | | |
|---|---|---|
| Bedrooms: 0 | Electric: | Primary Int Wall: |
| Full Baths: 0 | Heat Type: | Avg Hgt/Floor: 0 |
| Half Baths: 0 | Heat Fuel: | Primary Floors: |
| A/C %: 0% | Heated %: N/A% | Sprinkled %: 0% |



Image or Sketch unavailable for display

## Sketch Area Legend

| Sub Area | Description | Area | Fin. Area | Perimeter |
|---|---|---|---|---|

| Type | Qty | Units | Year Blt |
|---|---|---|---|

## Current Year Values

Current Values Breakdown

| | |
|---|---|
| Building: | $0 |
| Land: | $143,500 |
| Just/Market: | $143,500 |
| Ag Credit: | $0 |
| Save Our Homes or 10% Cap: | $41,815 |
| Assessed: | $101,685 |
| Exemption(s): | $0 |
| Taxable: | $101,685 |

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

| Start Year | AssessCode | Units | Description | Amount |
|---|---|---|---|---|
| 2013 | 0054 | 5.28 | North St. Lucie Water Management District | $109.56 |

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 |
|---|---|---|---|---|
| 2022 | $143,500 | $101,685 | $0 | $101,685 |

| | | | | |
|---|---|---|---|---|
| 2021 | $104,100 | $92,441 | $0 | $92,441 |
| 2020 | $104,100 | $84,038 | $0 | $84,038 |
| 2019 | $104,100 | $76,399 | $0 | $76,399 |

## Permits

| Number | Issue Date | Description | Amount | Fee |
|---|---|---|---|---|

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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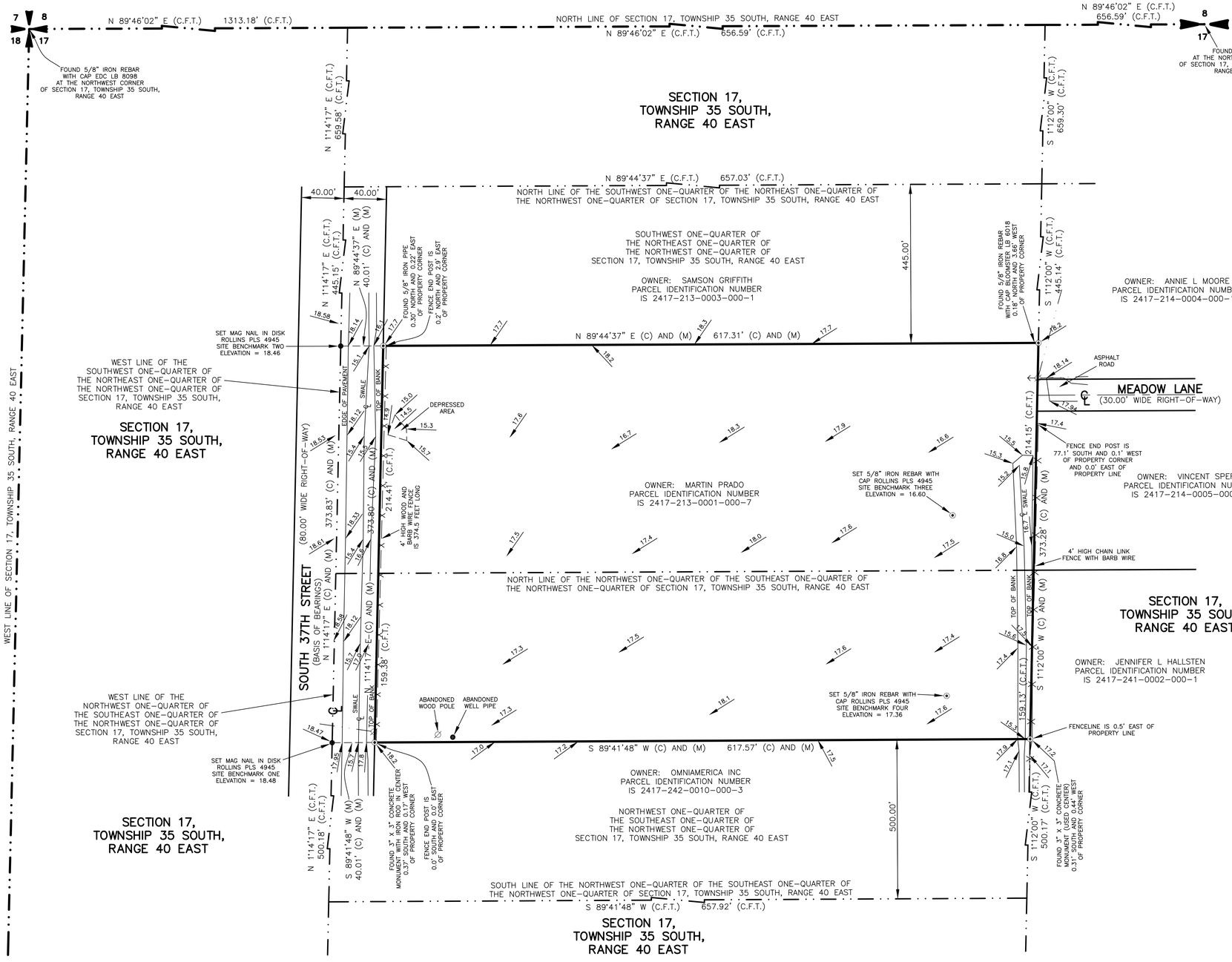
**ROLAND E. ROLLINS**
**PROFESSIONAL LAND SURVEYOR**
3221 SW CRUMPACKER STREET
PORT ST. LUCIE, FLORIDA 34953
772-873-4700


# BOUNDARY AND TOPOGRAPHIC SURVEY




## LEGAL DESCRIPTION

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS THEREFROM THE NORTH 445 FEET AND THE WEST 40 FEET.

AND

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS THEREFROM THE NORTH 445 FEET AND THE WEST 40 FEET.

ABBREVIATIONS:
A/C = AIR CONDITIONER
(C) = CALCULATED
(C.F.T.) = CALCULATED FROM TRAVERSE
℄ = CENTERLINE
C.B.S. = CONCRETE BLOCK STRUCTURE
C.L.S. = CONSTRUCTION LAYOUT SURVEY
E/P = EDGE OF PAVEMENT
E.O.W. = EDGE OF WATER
E.F.B. = ELECTRONIC FIELD BOOK
EL. = ELEVATION
FIRM = FLOOD INSURANCE RATE MAPS
FND. = FOUND
(L.D.) = LEGAL DESCRIPTION
(M) = MEASURED
N.G.V.D. OF 1929 = NATIONAL GEODETIC VERTICAL DATUM OF 1929.
N.A.V.D. OF 1988 = NORTH AMERICAN VERTICAL DATUM OF 1988.
N.T.S. = NOT TO SCALE
O/S = OFFSET
P.C.P. = PERMANENT CONTROL POINT
(P) = PLAT
P.O.B. = POINT OF BEGINNING
P.R.M. = PERMANENT REFERENCE MONUMENT
(R) = RECORD
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
S/W = SIDEWALK
T.O.S. = TOE OF SLOPE
T.O.B. = TOP OF BANK

GRID NORTH

**GRAPHIC SCALE**
50 0 25 50 100 200
( IN FEET )
1 inch = 50 ft.

NOTE: THE BEARINGS ARE REFERENCED ON THE CENTERLINE OF SOUTH 37TH STREET AND THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST ON GRID NORTH FLORIDA EAST NAD83 PROJECTION WHICH BEARS NORTH 01°14'17" EAST

NOTE: 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.

ADDRESS OF SUBJECT PROPERTY:
1038 SOUTH 37TH STREET, FORT PIERCE, FLORIDA

BENCHMARK REFERENCE:
FOUND SAINT LUCIE COUNTY 1999 VERTICAL CONTROL DISK "MATT" IN CONCRETE 75 FEET PLUS OR MINUS SOUTH OF THE CENTERLINE OF WHITE DAIRY ROAD ON HARTMAN ROAD, 28 FEET PLUS OR MINUS EAST OF THE EAST EDGE OF PAVEMENT OF HARTMAN ROAD, 55 FEET PLUS OR MINUS SOUTH OF A WOOD UTILITY POLE.
ELEVATION = 15.125 US SURVEY FEET
VERTICAL DATUM N.A.V.D. OF 1988

ELEVATIONS BASED ON N.A.V.D. OF 1988 AND SHOWN THUS 10.0

FLOOD ELEVATION INFORMATION
MAP NUMBER 12111C0178 J DATE OF FIRM FEB. 16, 2012
COMMUNITY NUMBER 120285 PANEL 0178
FIRM ZONE X SUFFIX J

| ADDENDUM | FIELD BOOK | PAGE | DATE | BY | CHECKED |
|---|---|---|---|---|---|
| BOUNDARY SURVEY | E.F.B. | | 05/03/2023 | R.E.R. | R.E.R. |
| TOPOGRAPHIC SURVEY | E.F.B. | | 05/03/2023 | R.E.R. | R.E.R. |
| | | | | | |
| | | | | | |
| | | | | | |

LEGEND:
- ⊙ = SET 5/8" IRON REBAR WITH CAP P.L.S. NUMBER 4945
- • = SET NAIL IN DISK P.L.S. NUMBER 4945 UNLESS OTHERWISE NOTED.
- ◎ = MANHOLE (M.H.)
- ▤ = CATCH BASIN (C.B.)
- ✦ = FIRE HYDRANT (F.H.)
- ▭ = WATER METER (W.M.)
- ⌀ = WOOD POWER POLE (WD. P.P.)
- ⊠ = CONCRETE POWER POLE (CONC. P.P.)
- → = ANCHOR AND GUY WIRE
- -·-·- = OVERHEAD WIRES
- ⏦ = NOT TO SCALE
- —×— = FENCELINE

NOTES:
1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHT--OF--WAYS OF RECORD.
2) NO UNDERGROUND OR INTERIOR IMPROVEMENTS WERE LOCATED EXCEPT AS NOTED.
3) LEGAL DESCRIPTION AS SUPPLIED BY CLIENT.
4) BUILDING TIES ARE 90° OR RADIAL TO THE PROPERTY LINE.
5) ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED.

TRACT SQUARE FOOTAGE: 5.293± ACRES

SCALE: 1" = 50'

CERTIFICATIONS AS PROVIDED AND WORDED BY CLIENT:
CERTIFY TO:
1) FRANCO PRADO

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PLOT DATE AND TIME: 05/04/2023 8:00 AM EST

DATE OF LAST FIELD WORK: 05/03/2023

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ROLAND E. ROLLINS DATE OF SIGNATURE
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4945

JOB NUMBER: RR230407

Franco Prado, President
Martin & Sons Residential Services, Inc.
4581 Weston Road, Suite 154
Weston, FL 33331
Tel: 954-389-0220

**Project Name:** 1038 South 37th Street
**Date:** 04/01/2023

## REQUEST

*On behalf of the Applicant, Franco Prado is requesting the following:*

***Zoning Atlas Map Amendment:*** *A Zoning Atlas Map Amendment from Single-Family Residential E-3 to Planned Development Zone PD*

## LEGAL DESCRIPTION:

17 35 40 SW 1/4 OF NE 1/4 OF NW 1/4-LESS N 445 FT AND LESS W 40 FT- AND NW 1/4 OF SE 1/4 OF NW 1/4-LESS S 500 FT AND LESS W 40 FT- (5.28 AC)

## SITE CHARACTERISTICS

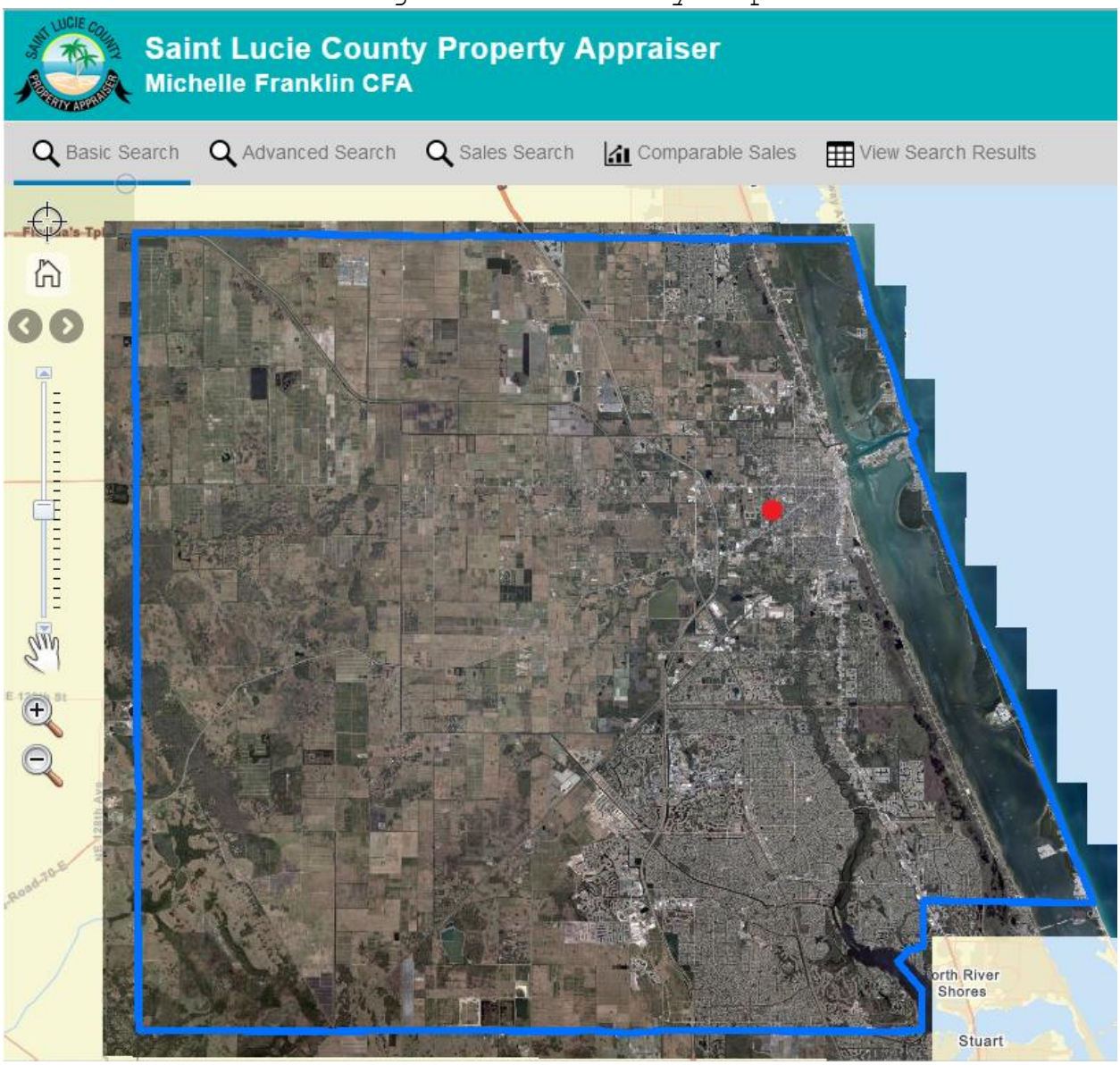
The subject property is located within the City of Fort Pierce, Florida. The address of the property is 1038 South 37th Street, and the parcel ID is 2417-213-0001-000-7. The property is located north of Whiteway Dairy Road and south of Deberry Road. The property currently has a zoning designation of Residential Single-Family – three units per acre(E-3).

The parcel lies within the jurisdiction of FPUA for water, sewer, and gas. Power is provided by FPL, and internet/communication services by AT&T. Currently, the property is vacant and undeveloped. It does not contain any historical or cultural resources. No structures or improvements are present on the property.

Figure 1 – County map
Figure 2 – Vicinity map
Figure 3 – Aerial of subject property
Figure 4 – Fort Pierce Zoning Map
Figure 5 – Fort Pierce Future Land Use Map

Franco Prado, President
Martin & Sons Residential Services, Inc.
4581 Weston Road, Suite 154
Weston, FL 33331
Tel: 954-389-0220

Figure 1 – County Map



Franco Prado, President
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Figure 2 – Vicinity Map

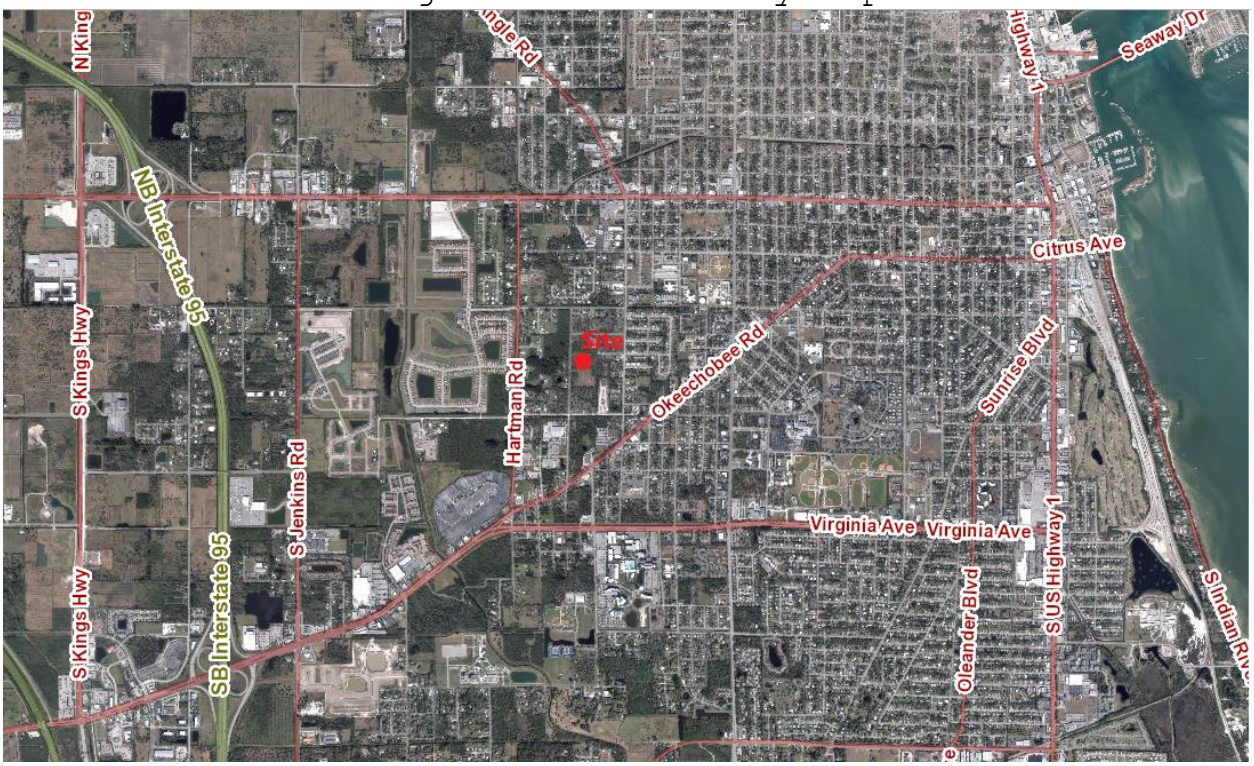


Figure 3 – Aerial of subject property

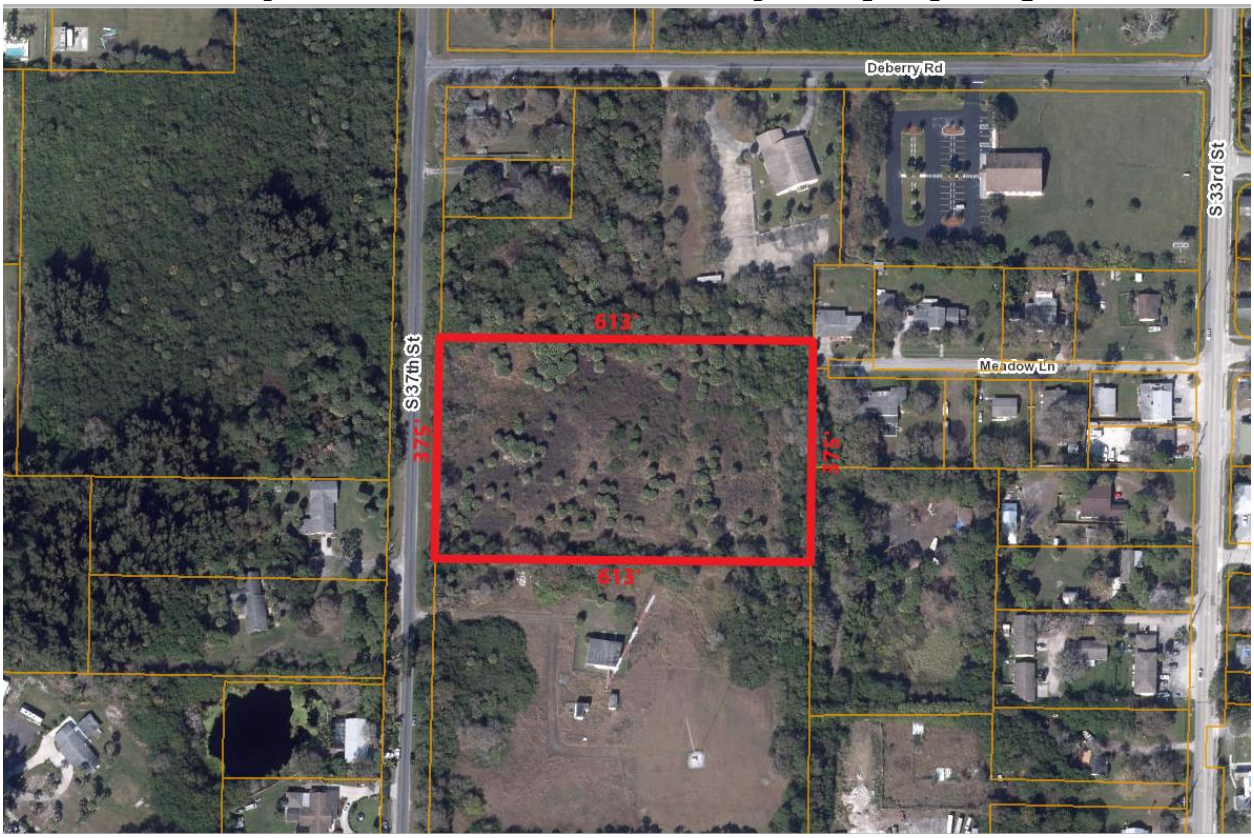

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Figure 4 indicates existing land uses with the same or greater proposed Fort Pierce zoning within a half mile from subject property (identified in black rectangles).

Figure 4 – Fort Pierce Zoning Map

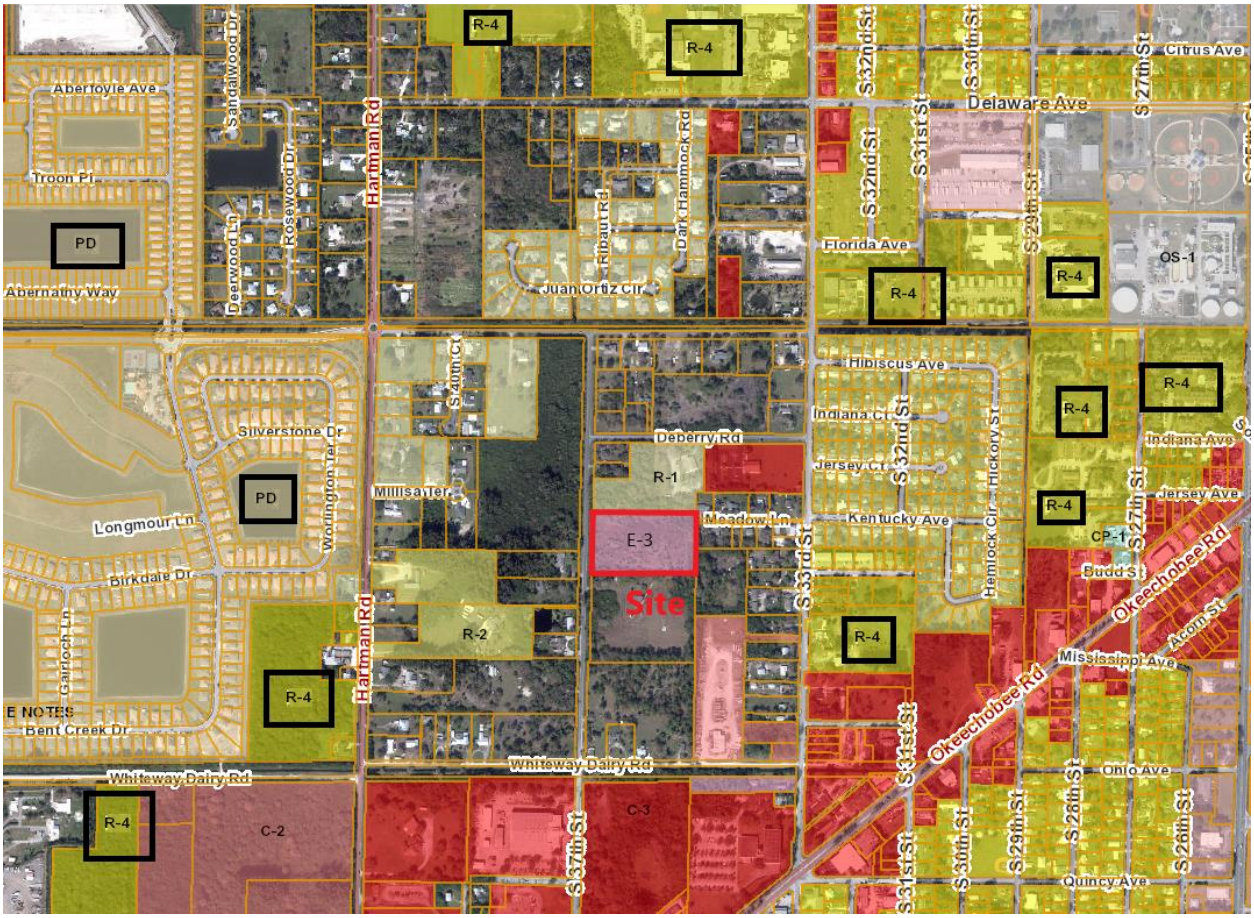

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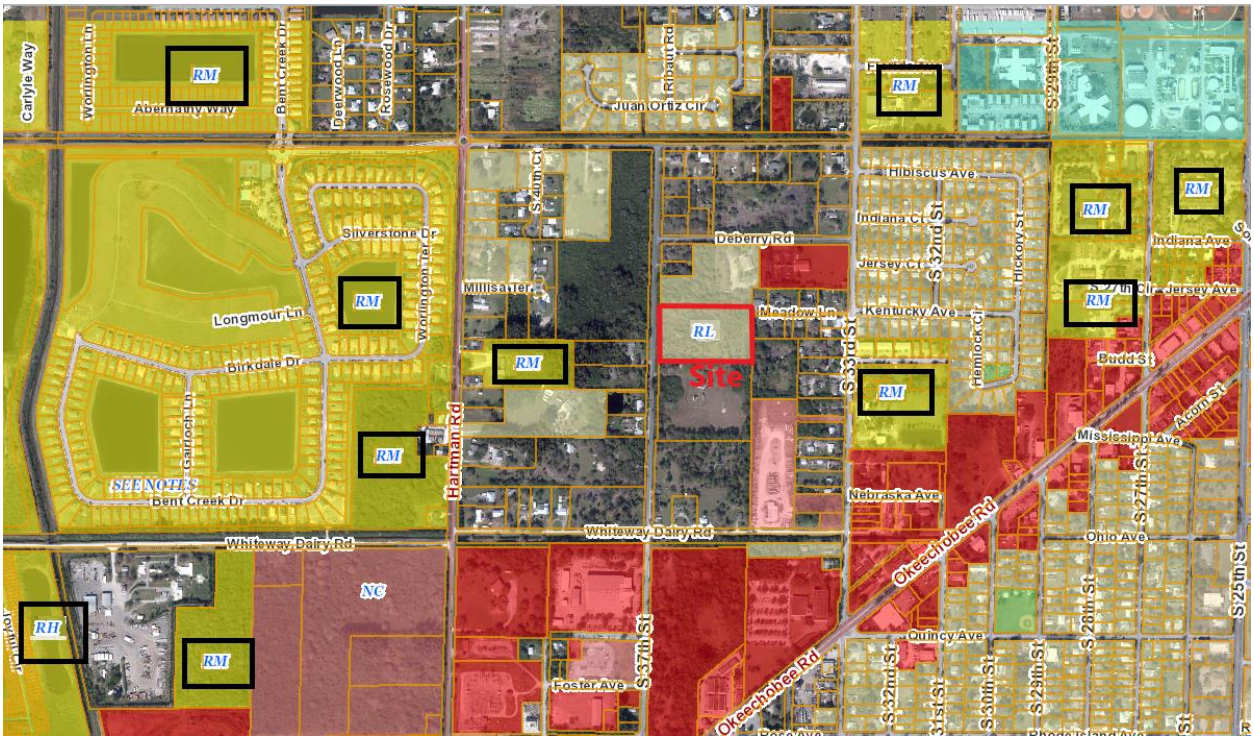
Figure 5 indicates future land use designations with same or greater proposed Fort Pierce future land use within a half mile from subject property (identified in black rectangles).

Figure 5 – Future Land Use Map



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Tel: 954-389-0220

**Project Name:** 1038 South 37th Street
**Date:** 04/01/2023

# ENVIRONMENTAL STUDY

Being the pre-development orders, the proposed Zoning Atlas Map Amendment and the Future Land Use Map amendment do not have information required to calculate the environmental impact.

The Environmental Impact Report (EIR) must be provided with a development order (minor or major site plan).

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Weston, FL 33331
Tel: 954-389-0220

**Project Name:** 1038 South 37th Street
**Date:** 04/01/2023

# TRANSPORTATION DEMAND ANALYSIS

As they are pre-development orders, the Future Land Use Map Amendment and the Zoning Atlas Map Amendment lack the data necessary to determine the impact (LOS change, newly generated AADT and AM/PM Peak Hours Trips volumes, etc.) as well as the data necessary to verify that the design criteria have been met (street widths and right-of-way design standards, traffic control device implementation and placement, etc.).

Any future development order (minor or major site plan) will be accompanied with a transportation demand analysis.

Franco Prado, President
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Weston, FL 33331
Tel: 954-389-0220

**Project Name:** 1038 South 37th Street
**Date:** 04/01/2023

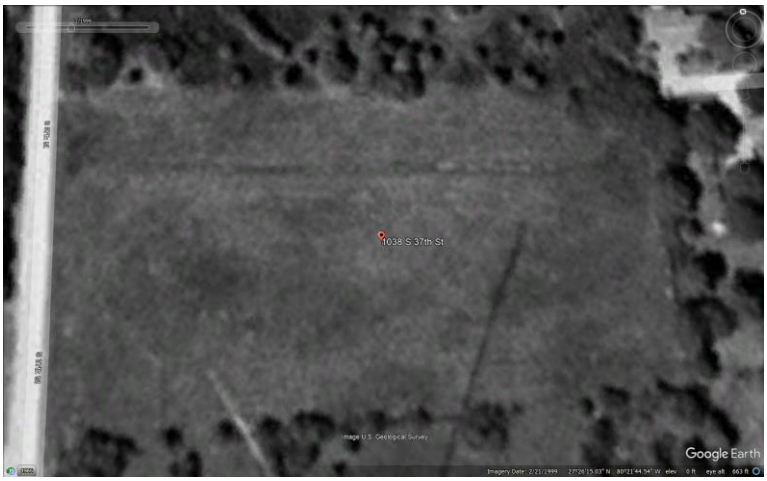
## SATELLITE IMAGERY HISTORY

The property has been vacant since data is available.

03/17/1994




02/21/1999




12/31/2003




11/30/2005



Franco Prado, President
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Tel: 954-389-0220

02/28/2006




05/07/2007




02/28/2009




12/14/2010




04/23/2012




08/06/2013



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Weston, FL 33331
Tel: 954-389-0220

12/09/2014




01/23/2016




01/23/2017




02/22/2020




01/14/2022




11/11/2022



**ORDINANCE NO. 23-056**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE CITY'S ZONING ATLAS AND REZONING ONE (1) PARCELGENERALLY LOCATED AT OR NEAR 1038 S. 37TH STREET CONTAINING APPROXIMATELY 5.28 ACRES OF LAND, MORE OR LESS, FROM RESIDENTIAL SINGLE-FAMILY – 3 UNITS PER ACRE (E-3) TO PLANNED DEVELOPMENT (PD);** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the subject property are generally located at or near 1038 S. 37th Street, within the City of Fort Pierce, Florida, representing approximately 5.28 acres of land; and

**WHEREAS,** the subject property, generally located at or near 1038 S. 37th Street, is presently designated E-3, Residential Single-Family – 3 Units Per Acre; and

**WHEREAS,** the City seeks a rezoning of the subject property, generally located at or near 1038 S. 37th Street, from E-3, Residential Single-Family – 3 Units Per Acre, to PD, Planned Development; and

**WHEREAS**, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

**WHEREAS,** the City of Fort Pierce Planning Board, at their May 25, 2023, meeting, voted to recommend approval of the proposed request for these parcels; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

**SECTION 2.** From and after the effective date hereof, the following property legally described respectively as:

Parcel ID: 2417-213-0001-000-7

LEGAL DESCRIPTIONS:

17 35 40 SW 1/4 OF NE 1/4 OF NW 1/4-LESS N 445 FT AND LESS W 40 FT- AND NW 1/4 OF SE 1/4 OF NW 1/4-LESS S 500 FT AND LESS W 40 FT- (5.28 AC)

Said property being generally located at or near 1038 S. 37th Street, in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from E-3, Residential Single-Family – 3 Units Per Acre to PD, Planned Development, as depicted on Exhibit "A" and made subject to the Conditions of Development depicted on Exhibit "B", attached hereto and incorporated herein.

**SECTION 3.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

**SECTION 5.** This Ordinance shall become effective immediately upon final passage.

**APPROVED AS TO FORM & CORRECTNESS:**

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED,** Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.23-XXX was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on XXX, 2023; 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 XXX, 2023; and was duly introduced, read by title only, and passed on second and final reading XXX, 2023, by the City Commission of the City of Fort Pierce, Florida.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XXth day of XXX 2023.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

**EXHIBIT A**

Proposed Zoning Atlas Map Amendment

Residential Single-Family – 3 Units Per Acre, E-3, to Planned Development, PD.



**EXHIBIT B**

Conditions of Development (PD Zoning)

1. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

3. Prior to the final Certificate of Occupancy, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

4. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

5. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

7. The Final PD site plan shall include a development phasing schedule indicating the approximate date when construction of the project can be expected to begin and the number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

9. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

10. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any

commitments concerning completion of the project and its maintenance and operation.

11. The Final PD site plan shall contain the following information, at minimum:
    a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The location, size and height of present and proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
    h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Martin and Sons Rezoning (PD)

**NOTICES PROVIDED PURSUANT TO:** City Code Section 125-37

**NOTICE BY NEWSPAPER:** 10/1/2023

**NOTICE BY MAIL:** 9/29/2023

**NOTICE BY SIGNS:** 9/6/2023 and 10/3/2023

**VERIFIED BY:** Ryan Altizer **TITLE:** Senior Planner

**SIGNATURE:** Ryan Altizer **DATE:** 10/3/2023

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning - Rezoning

RUN ONCE: Sunday, October 1, 2023

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com
---

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Monday, October 16, 2023 at 5:05 p.m. and Monday, November 6, 2023 at 5:05 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

**ORDINANCE NO. 23-056: AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 1038 S. 37TH STREET CONTAINING APPROXIMATELY 5.28 ACRES OF LAND, MORE OR LESS, FROM RESIDENTIAL SINGLE-FAMILY – 3 UNITS PER ACRE (E-3) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

Subject Property: Parcel ID: 2417-213-0001-000-7

All interested parties may appear at the meeting and be heard with respect to the ordinance. The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish:  10.1.2023

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

September 29, 2023

Dear Property Owner:

The applicant, **Franco Prado,** is requesting approval of a **Zoning Atlas Amendment** of one (1) parcel of land to change the zoning classification from Residential Single-Family – Three Units Per Acre, E-3, to Planned Development, PD, generally located at or near **1038 S. 37th Street,** Fort Pierce, FL. The Parcel ID for the parcel is 2417-213-0001-000-7.

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meetings on **Monday, October 16th, 2023,** which begins at **5:05 p.m**. and **Monday, November 6th, 2023,** which begins at **5:05 p.m.** in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Zoning Atlas Amendment**. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or raltizer@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Sincerely,

Ryan Altizer

Ryan Altizer
Planner

# 1038 S. 37th Street



Owner1
Owner2
Mailing Address 1
Mailing Address 2
Mailing City State Zip

Martin Prado
4366 Pine Ridge CT
Weston; FL 33331-5027

Branton Spivey
Rudell H Spivey
c/o Raymond E Spivey
3675 Deberry Rd
Fort Pierce; FL 34947-6349

Robert D McPartland (EST)
904 S 37th St
Fort Pierce; FL 34947-6318

Samson Griffith (TR)
Joe Bird(TR)
2007 N 42nd ST
Fort Pierce; FL 34947-1604

Qamar Wahaj
Zubair Ali
7405 Laurels PL
Port St Lucie; FL 34986-3268

Agave John Heslop
Monique Kelciann Donegan
3304 Meadow LN
Fort Pierce; FL 34947-6331

Nancyann Harris
3306 Meadow LN
Fort Pierce; FL 34947-6331

Annie L Moore
3308 Meadow Ln
Fort Pierce; FL 34947-6331

Vincent Spera
Elaine Spera
3309 Meadow LN
Fort Pierce; FL 34947-6331

Stephen J McKeon
Agnes M McKeon
3305 Meadow LN
Fort Pierce; FL 34947-6331

Wendy V Johns
3303 Meadow LN
Fort Pierce; FL 34947-6331

First Haitian Church Of Nazarene
3425 Deberry RD
Fort Pierce; FL 34947-6326

VBEACH PROPERTIES LLC
44338 Apache CIR
Ashburn; VA 20147-5043

Rory M Johnson
1047 S 37th ST
Fort Pierce; FL 34947-6319

Mark S Bradley
Anne M Curran
1210 Hartman RD
Fort Pierce; FL 34947-4417

Lawrence J Morello
1051 S 37th ST
Fort Pierce; FL 34947-6319

Ascension Gonzalez Jr
1053 S 37th ST
Fort Pierce; FL 34947-6319

Luis Eduardo Orozco
1049 S 37th ST
Fort Pierce; FL 34947-6319

SALGADO PROPERTIES LLC
515 Hartman RD
Fort Pierce; FL 34947-3403

Jennifer L Hallsten
267 CENTER ST
Wagener; SC 29164-6922

Maureen Lee
Daniel Lee
20736 Waters Edge Ct
Boca Raton; FL 33498

James D Dotson (EST)
1215 S 33rd ST
Fort Pierce; FL 34947-6312

Becker Holding Corp
1701 Highway A1A; Unit Ste 204
Vero Beach; FL 32963-2250

Omniamerica Inc
c/o American Tower Corp
PO Box 723597
Atlanta; GA 31139-0597

Jose Salgado
Laura C Salgado
PO Box 2963
Fort Pierce; FL 34954-2963

**City Commission Regular Meeting - 5:05 pm** **12. e.**

**Meeting Date:** 10/16/2023

**Re:** Selvitz PD Large-Scale FLUMA

**Submitted For:** Kev Freeman, Planning Director, Planning & Zoning

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**SUBJECT:**

Legislative Hearing - Ordinance 23-057 - An ordinance amending the code of ordinances of the City of Fort Pierce, Florida; amending the future land use map of the comprehensive plan to change the designation of property generally located at the northeast corner of Selvitz Road and Devine road and west of Christensen road, from low density residential, RL, to mixed use development, MXD; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict; providing for an effective date - FIRST HEARING

**SUMMARY:**

Request for review of application for a Future Land Use Map Amendment of three (3) parcels of land to change the Future Land Use designation from Low Density Residential (RL) to Mixed-Use Development (MXD).

**RECOMMENDATION:**

Staff recommends Approval of the request and transmittal of the Major Future Land Use Map Amendment to the Department of Commerce.

- The subject parcel is adjacent to existing FLU Designations of I, Industrial, INST, Institutional, and RL, Low Density Residential
- Consistent with Section 125-136 of City Code & the Comprehensive Plan
- Does not adversely affect the public health, safety, convenience and general welfare

**ALTERNATIVES:**

•APPROVAL of the proposed AMENDMENT
•Staff recommends approval of the request.

•DISAPPROVAL of the proposed AMENDMENT

**RESPONSIBLE STAFF:**

Vennis Gilmore, Assistant Planning Director

**COORDINATED WITH:**

Technical Review Committee

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**Fiscal Impact**

**OTHER INFORMATION:**

N/A

## Attachments

Ordinance 23-057
Staff Presentation
Staff Report and Supporting Documents
Transmittal Documentation
Application and Supporting Documents
Public Notice Certification
CA Memo 23-057

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 10/03/2023 04:49 PM |
| Form Started By: Vennis Gilmore | | Started On: 10/02/2023 11:18 AM |
| Final Approval Date: 10/03/2023 | | |

**ORDINANCE NO. 23-057**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THREE (3) PARCELS GENERALLY LOCATED AT OR NEAR THE NORTHEAST CORNER OF SELVITZ ROAD AND DEVINE ROAD AND APPROXIMATELY 1600 FEET NORTH OF DEVINE ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (MXD) MIXED USE DEVELOPMENT;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

**WHEREAS,** changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

**WHEREAS,** the subject properties comprise the following three (3) parcels 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4 and are generally located at or near the northeast corner of Selvitz Road and Devine Road and approximately 1600 feet north of Devine Road, within the City of Fort Pierce, Florida, representing approximately 122.8 acres of land more or less; and

**WHEREAS,** the subject properties are generally located at or near the northeast corner of Selvitz Road and Devine Road and approximately 1600 feet north of Devine Road, are presently designated RL, Low Density Residential; and

**WHEREAS,** a map depicting the subject properties is attached as **"Exhibit A"** hereto; and

**WHEREAS,** the applicant seeks a Future Land Use Map Amendment of the subject properties from RL, Low Density Residential to MXD, Mixed Use Development; and

**WHEREAS,** the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

**WHEREAS,** the City of Fort Pierce Planning Board, at their July 12th, 2023 meeting, voted 4 to 2 to recommend approval of the proposed Future Land Use Map Amendment for these parcels; and

**WHEREAS,** the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

**WHEREAS,** two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

**WHEREAS,** the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

**SECTION 2.** The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following properties legally described as:

Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1132)

SELVITZ I, LLC
TRACT A

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1187)

SELVITZ II, LLC

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1245)

SELVITZ III, LLC

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

SAID PARCEL CONSISTING OF 5,349168 SQUARE FEET OR 122.8 ACRES MORE OR LESS.

Said properties being generally located at or near the northeast corner of Selvitz Road and Devine Road and approximately 1600 feet north of Devine Road, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from RL, Low Density Residential, to MXD, Mixed Use Development, as depicted on **Exhibit "A"**, attached hereto, and incorporated herein.

**SECTION 3.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 4.** That upon this ordinance becoming effective, the Planning Director or designee, is authorized to notify the Department of Commerce of the action of the City Commission to transmit and subsequent to the adoption hearing, thereafter adopt the proposed Future Land Use Map Amendment.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

**SECTION 6.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

**APPROVED AS TO FORM & CORRECTNESS:**

_____
**Sara Hedges, Esq.**
**Interim City Attorney**

STATE OF FLORIDA

COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED,** Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.23-057 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on October 1st , 2023 and on Xxxx ____th, 2023; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 16th, 2023; and was duly introduced, read by title only, and passed on second and final reading Xxxxx ____th, 2023, 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 ___th day of Xxxxx 2023.

_____
**Linda Hudson**
**Mayor Commissioner**

ATTEST:

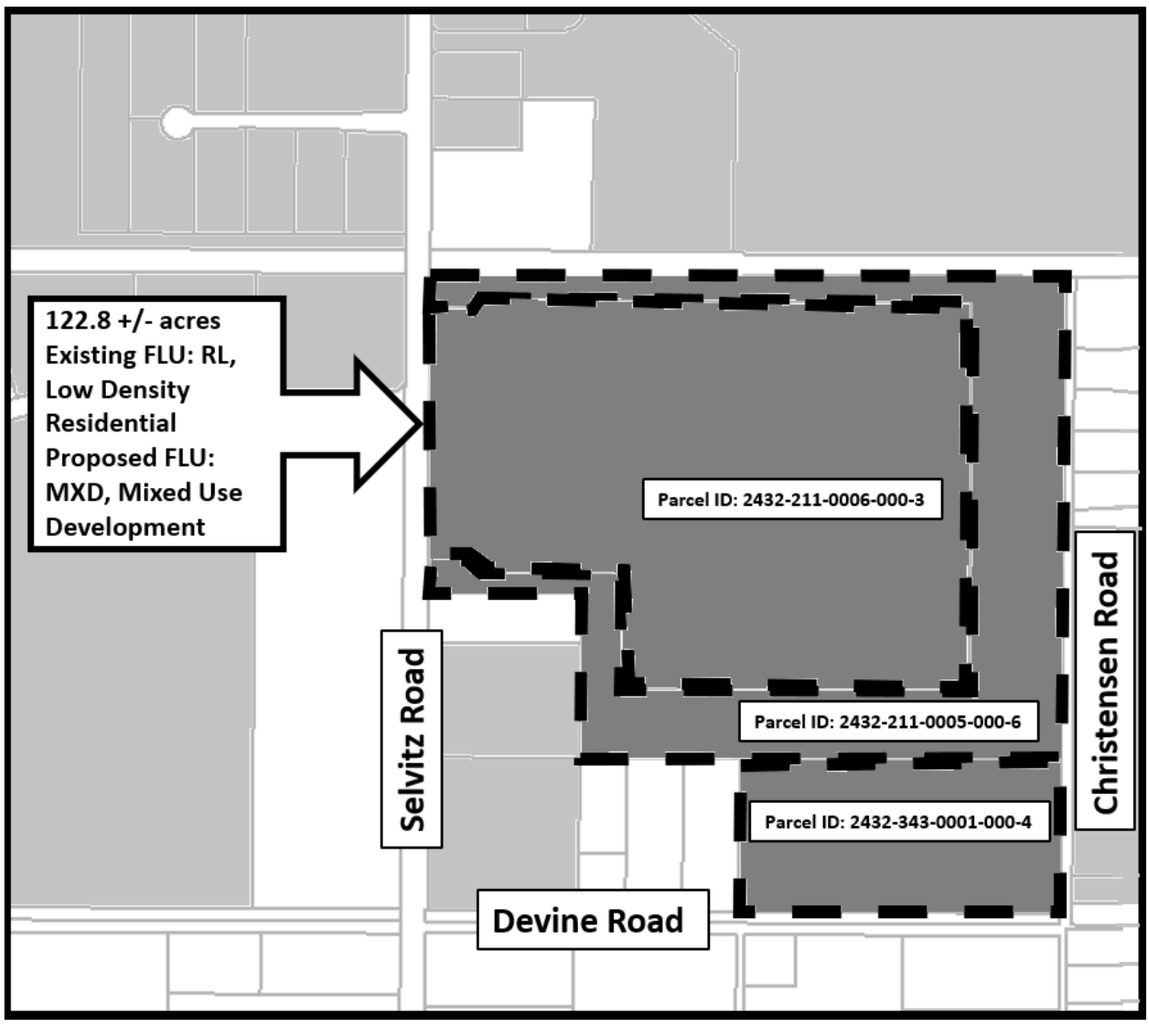
_____
**Linda W. Cox**
**City Clerk**

(City Seal)

**EXHIBIT A**

**Proposed Future Land Use**

Mixed Use Development, MXD



# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

**APPLICANT**

Daniel Sorrow – Cotleur & Hearing

**PROPERTY OWNER(S)**

Selvitz I LLC, Selvitz II LLC, Selvitz III LLC (Donald Stevenson)

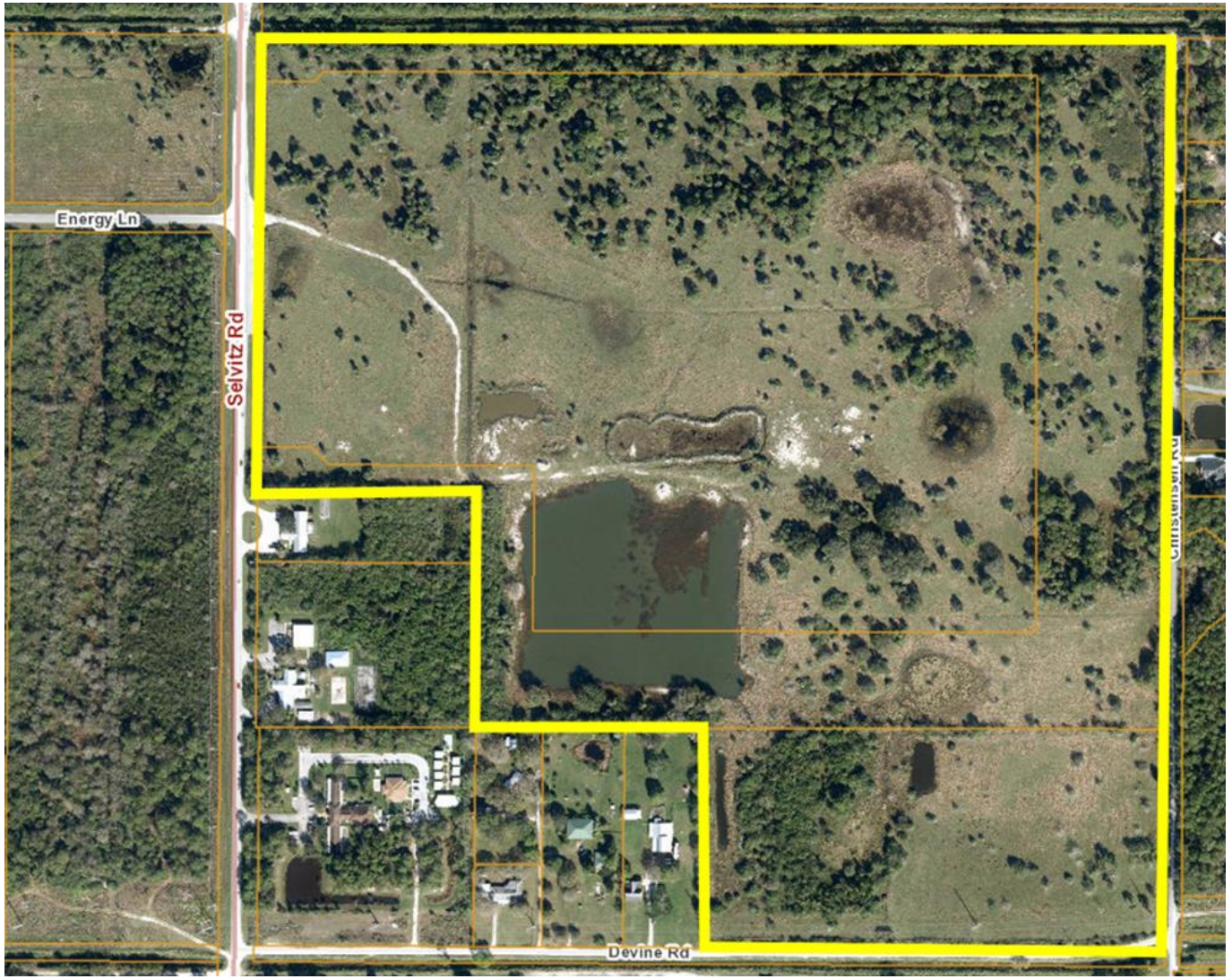
**PARCEL ID #(S):**

2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

## SUMMARY

Request for review of application for a Future Land Use Map Amendment of three (3) parcels of land to change the Future Land Use designation from Low Density Residential (RL) to Mixed-Use Development (MXD).

# SITE LOCATION




SITE AREA= 122.8 +/- Acres

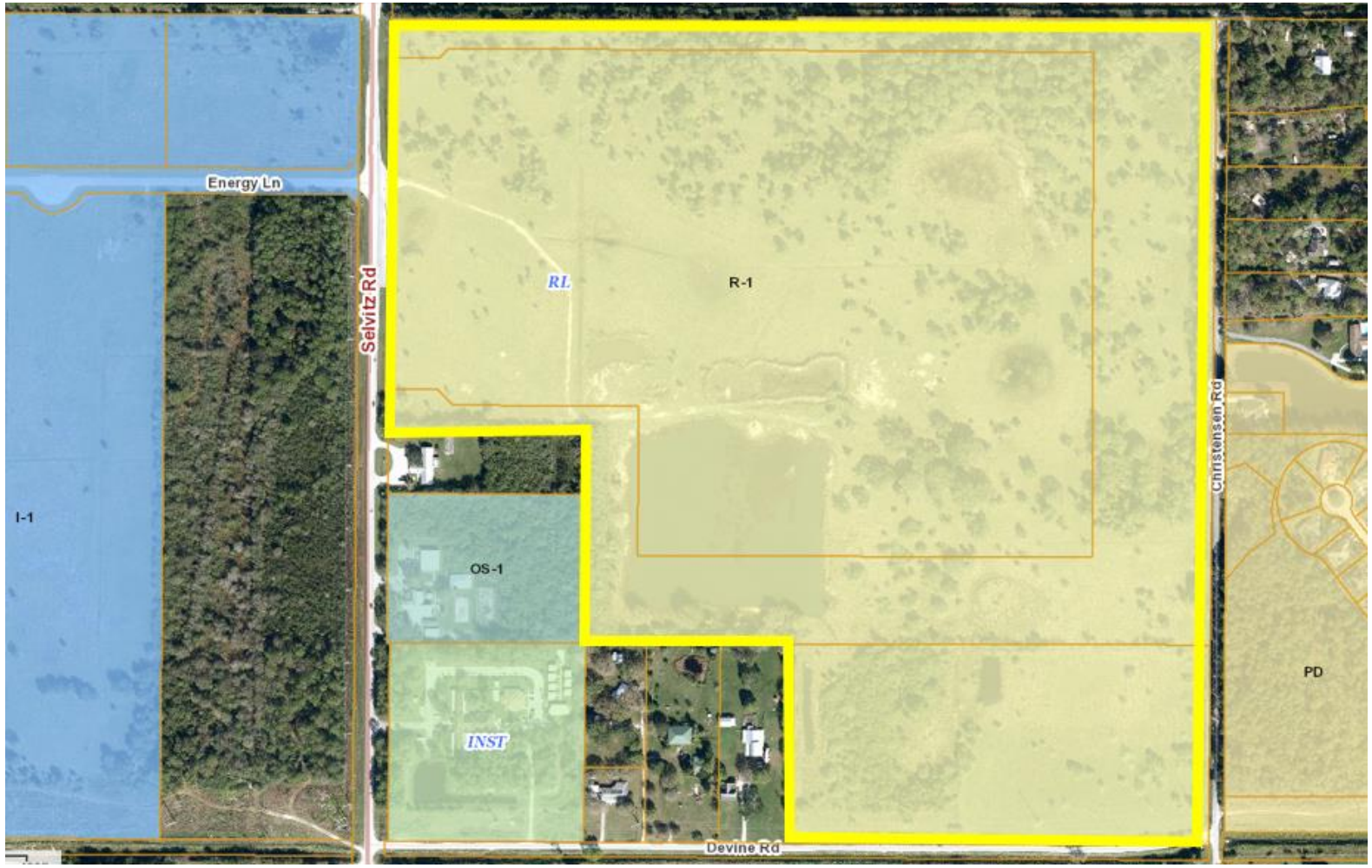
# EXISTING/PROPOSED FLU - ZONING

Current FLU:
RL, Low Density Residential

Current Zoning:
R-1, Low Density Residential Zone

Proposed FLU:
MXD, Mixed-Use Development

Proposed Zoning:
PD, Planned Development



# FLU COMPARISON

## FLU COMPARISON - Selvitz Planned Development

**FUTURE LAND USE COMPARISON**

| | ACRES | SQ.FT |
|---|---|---|
| SITE AREA | 122.8 | 5,349,168.0 |

| | | RESIDENTIAL | | COMMERCIAL | |
|---|---|---|---|---|---|
| FLU | | MAX DENSITY | MAX UNITS | FAR | MAX FLOORSPACE |
| EXISTING | LOW DENSITY RESIDENTIAL (RL) | 1.65 | 202 | 0.0 | 0.0 SQ.FT |
| PROPOSED | MIXED USE DEVELOPMENT (MXD) | 15 | 1842 | 1.5 | 8,023,752.0 SQ.FT |
| | INCREASE / (DECREASE) | | 1640 | | 8,023,752.0 SQ.FT |

*Note: SLC FAR Estimated based on lot coverage and building height restrictions*

# PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Future Land Use Map Amendment 4-2.**

## FUTURE LAND USE MAP AMENDMENT

**Future Land Use change for three parcels from RL, Low Density Residential to MXD, Mixed-Use Development**

- **Staff recommends <u>Approval</u> of the request**

  - ❑ **The subject parcel is adjacent to existing FLU Designations of I, Industrial, INST, Institutional, and RL, Low Density Residential**

  - ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**

  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **Possible actions of the City Commission:**

- APPROVAL of the proposed AMENDMENT
  - Staff recommends approval of the request.

- DISAPPROVAL of the proposed AMENDMENT

# ZONING ATLAS MAP AMENDMENT

Request for review of application for a Zoning Atlas Map Amendment of three (3) parcels of land to change the Zoning classification from Low Density Residential (R-1) to Planned Development (PD).

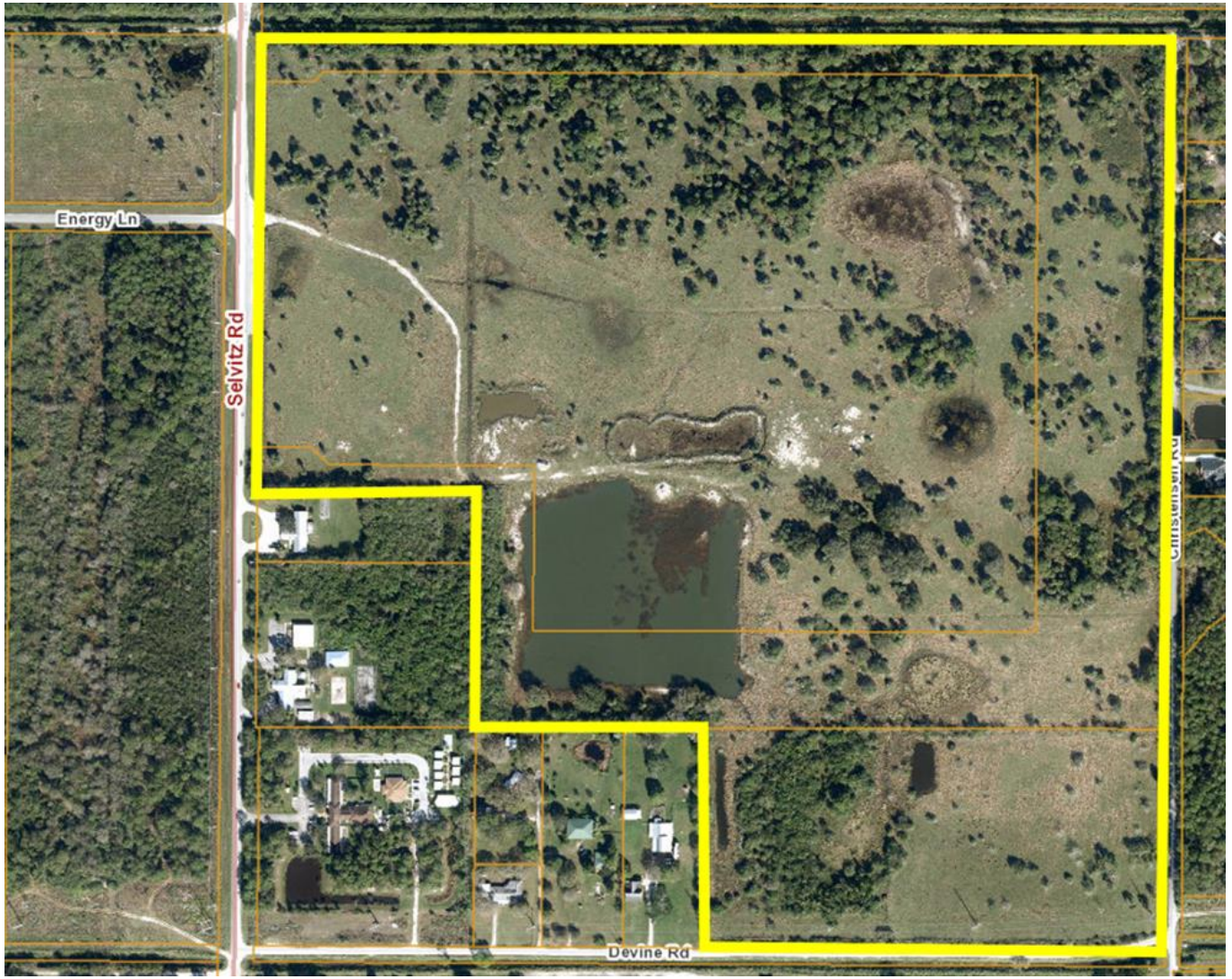
# HISTORY

- On October 6, 2014, the City Commission approved a Preliminary Plat application to subdivide the approximately 122 acres into 12 single-family estate lots surrounding a proposed lake.

- Mining and Excavation involved for proposed lake were permissible via City Code. (placed a disclaimer upon development permit.

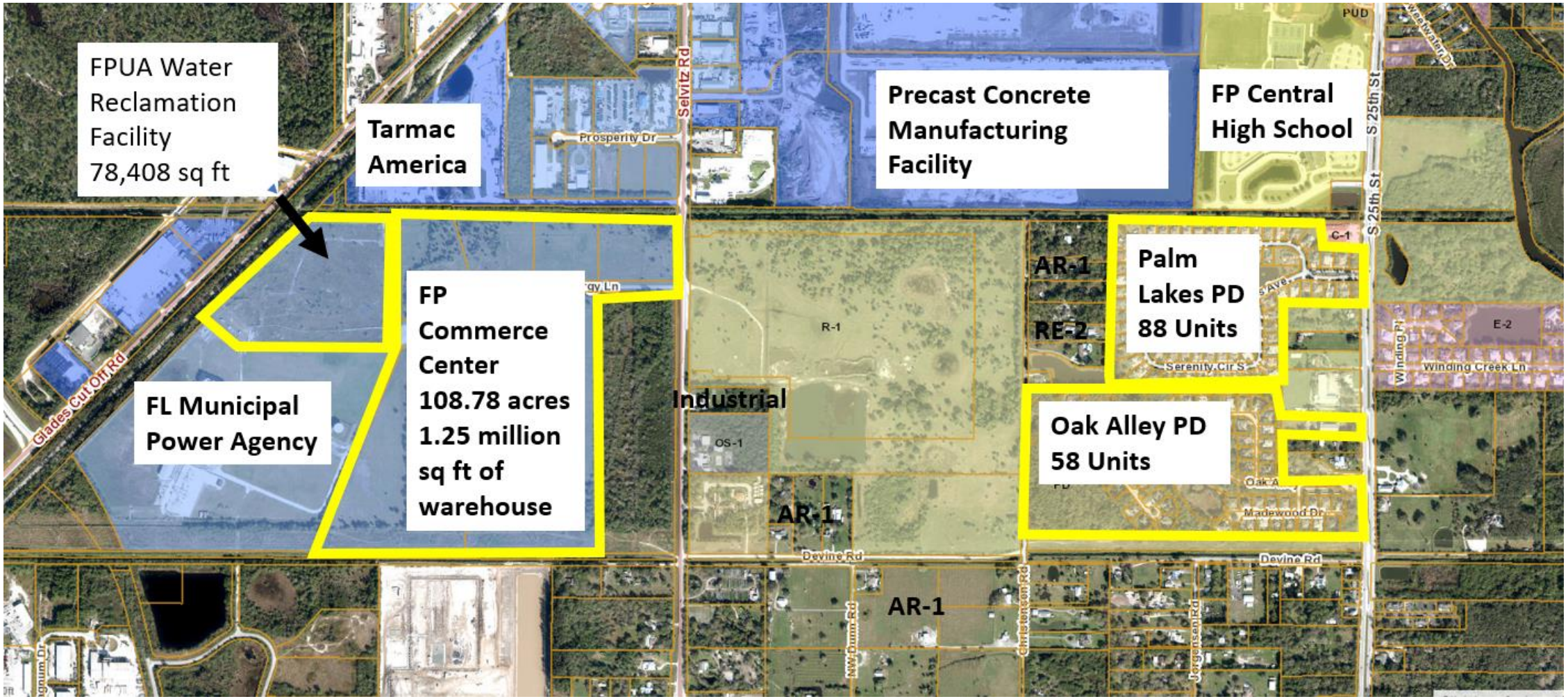
- A Final Plat Application was never submitted.

# SITE LOCATION




SITE AREA= 122.8 +/- Acres

# SURROUNDING USES AND APPROVED PROJECTS




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

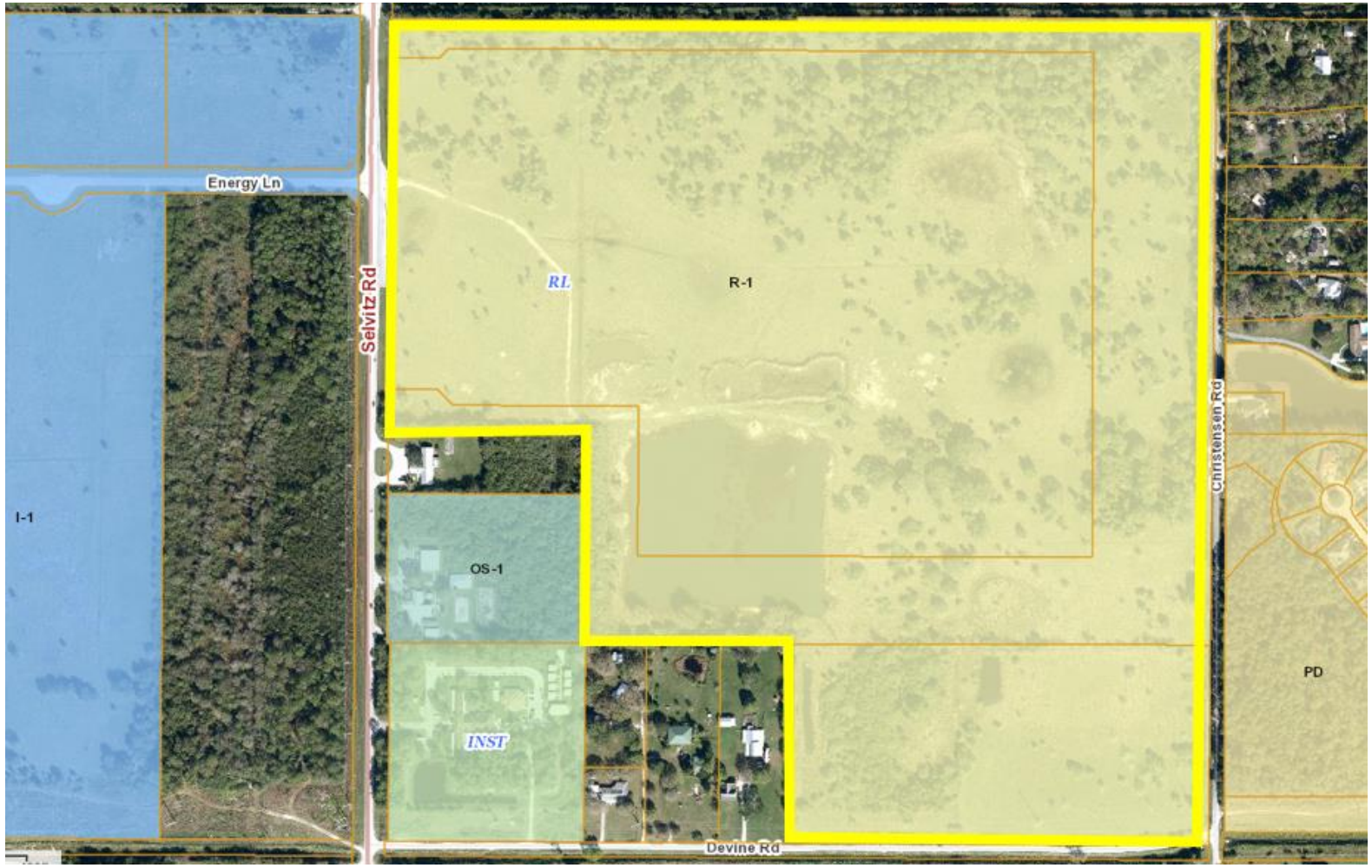
# EXISTING/PROPOSED FLU - ZONING

Current FLU:
RL, Low Density Residential

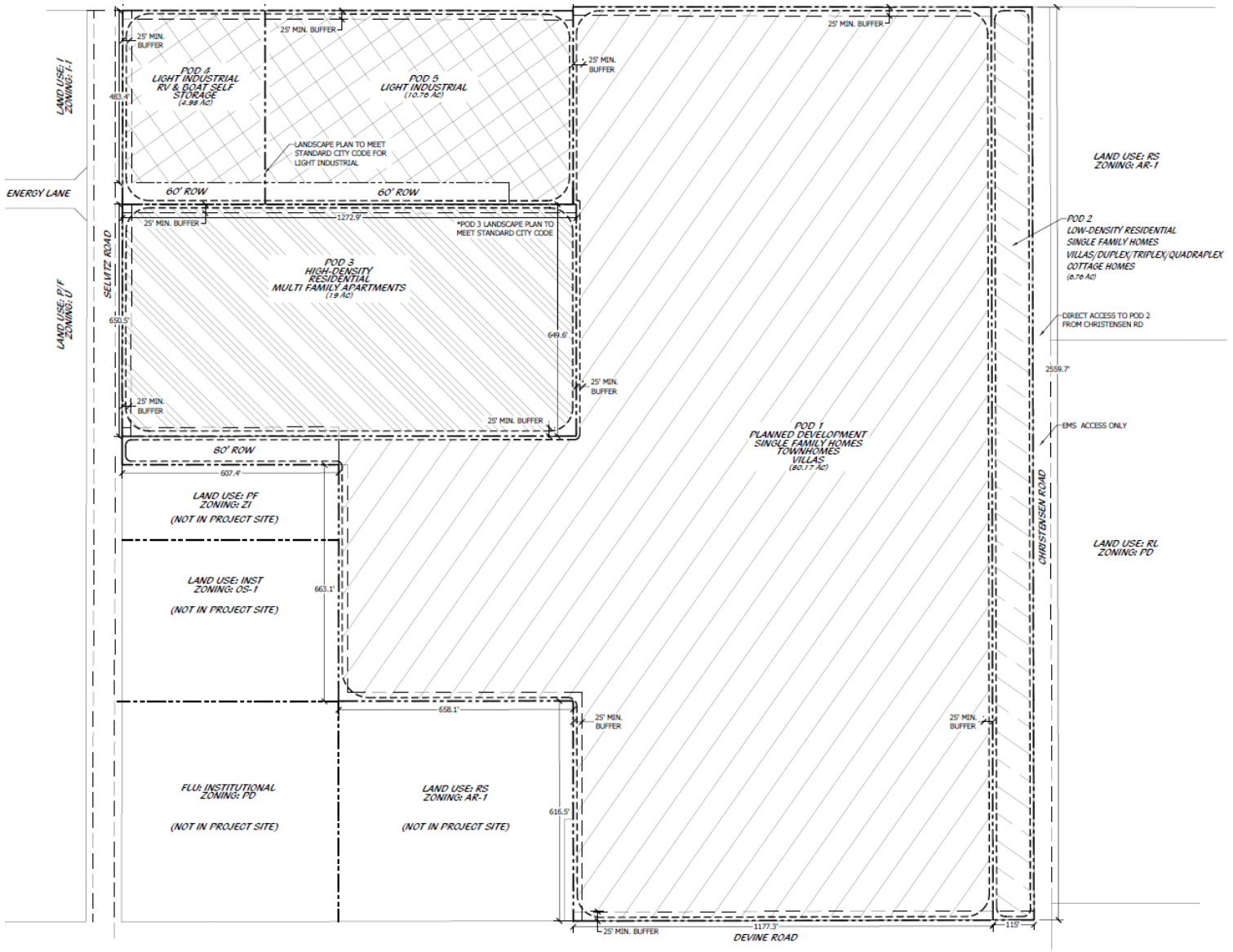
Current Zoning:
R-1, Low Density Residential Zone

Proposed FLU:
MXD, Mixed-Use Development

Proposed Zoning:
PD, Planned Development



# CONCEPT PLAN




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

# SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0006-000-3 |
| PARCEL 2 | 2432-211-0005-000-6 |
| PARCEL 3 | 2432-343-0001-000-4 |

| **POD BREAKOUT** | **ACREAGE** | **PRIMARY USE** |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DU/AC | 6.5 |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
| OTHER | 7.56 AC MINIMUM |

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DU/AC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERV | 10% MIN |

**PERMITTED RESIDENTIAL UNIT TYPES**

MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4600 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**

* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**

*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
*SEPARATE SITE PLANS WILL BE REQUIRED FOR EACH POD AT TIME OF FINAL DEVELOPMENT APPROVAL.
*ANY PHASING MUST COMPLY WITH CITY CODE SECTIONS 125-212(b)(6) AND 125-212(c)(1).

## *PARKING*

| | |
|---|---|
| **APARTMENTS:** | 1 SPACE PER 1 BD<br>2 SPACES PER 2,3 BD |
| **OTHER RESIDENTIAL:** | 2 SPACES PER UNIT |
| **LIGHT INDUSTRIAL:** | REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE |

# PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Zoning Atlas Map Amendment 4-2.**

**Zoning Atlas Map Amendment from R-1, Low Density Residential Zone to PD, Planned Development with an associated Concept Plan.**

- **Staff recommends Approval of the request with sixteen (16) Conditions listed in the Staff Report and Agenda.**

  - ❑ **Consistent with Section 125-212 & 125-136 of City Code & the Comprehensive Plan.**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**

## CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.
    - Staff recommends approval of the request with sixteen (16) conditions.

- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with changes.

- DISAPPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.

# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

# CONDITIONS OF APPROVAL

1. **If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:**

    **1.The approximate date when construction of the project can be expected to begin.**

    **2.The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.**

    **3.A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

# CONDITIONS OF APPROVAL

**2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.**

**3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).**

# CONDITIONS OF APPROVAL

**4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.**

**5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.**

**6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.**

**7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.**

**8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.**

**9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.**

# CONDITIONS OF APPROVAL

**10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.**

**11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

**12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.**

**13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.**

# CONDITIONS OF APPROVAL

**14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.**

**15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.**

**16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.**

# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

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October 16th, 2023

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(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

1

**APPLICANT**

Daniel Sorrow – Cotleur & Hearing

**PROPERTY OWNER(S)**

Selvitz I LLC, Selvitz II LLC, Selvitz III LLC (Donald Stevenson)

**PARCEL ID #(S):**

2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4



2

## SUMMARY

Request for review of application for a Future Land Use Map Amendment of three (3) parcels of land to change the Future Land Use designation from Low Density Residential (RL) to Mixed-Use Development (MXD).



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## SITE LOCATION




SITE AREA= 122.8 +/- Acres



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## EXISTING/PROPOSED FLU - ZONING

Current FLU:
RL, Low Density Residential

Current Zoning:
R-1, Low Density Residential Zone

Proposed FLU:
MXD, Mixed-Use Development

Proposed Zoning:
PD, Planned Development




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

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## FLU COMPARISON

**FLU COMPARISON - Selvitz Planned Development**

**FUTURE LAND USE COMPARISON**

| | ACRES | SQ.FT |
|---|---|---|
| SITE AREA | 122.8 | 5,349,168.0 |

| | | RESIDENTIAL | | COMMERCIAL | |
|---|---|---|---|---|---|
| FLU | | MAX DENSITY | MAX UNITS | FAR | MAX FLOORSPACE |
| EXISTING | LOW DENSITY RESIDENTIAL (RL) | 1.65 | 202 | 0.0 | 0.0 SQ.FT |
| PROPOSED | MIXED USE DEVELOPMENT (MXD) | 15 | 1842 | 1.5 | 8,023,752.0 SQ.FT |
| | INCREASE / (DECREASE) | | 1640 | | 8,023,752.0 SQ.FT |

*Note: SLC FAR Estimated based on lot coverage and building height restrictions*

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

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## PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Future Land Use Map Amendment 4-2.**



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## FUTURE LAND USE MAP AMENDMENT

**Future Land Use change for three parcels from RL, Low Density Residential to MXD, Mixed-Use Development**

- **Staff recommends <u>Approval</u> of the request**
  - ❑ **The subject parcel is adjacent to existing FLU Designations of I, Industrial, INST, Institutional, and RL, Low Density Residential**
  - ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare**



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## CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed AMENDMENT
  - Staff recommends approval of the request.

- DISAPPROVAL of the proposed AMENDMENT



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## ZONING ATLAS MAP AMENDMENT

Request for review of application for a Zoning Atlas Map Amendment of three (3) parcels of land to change the Zoning classification from Low Density Residential (R-1) to Planned Development (PD).



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## HISTORY

- On October 6, 2014, the City Commission approved a Preliminary Plat application to subdivide the approximately 122 acres into 12 single-family estate lots surrounding a proposed lake.
- Mining and Excavation involved for proposed lake were permissible via City Code. (placed a disclaimer upon development permit.
- A Final Plat Application was never submitted.

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

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## SITE LOCATION




SITE AREA= 122.8 +/- Acres

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

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## SURROUNDING USES AND APPROVED PROJECTS




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

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## EXISTING/PROPOSED FLU - ZONING

Current FLU:
RL, Low Density Residential

Current Zoning:
R-1, Low Density Residential Zone

Proposed FLU:
MXD, Mixed-Use Development

Proposed Zoning:
PD, Planned Development




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

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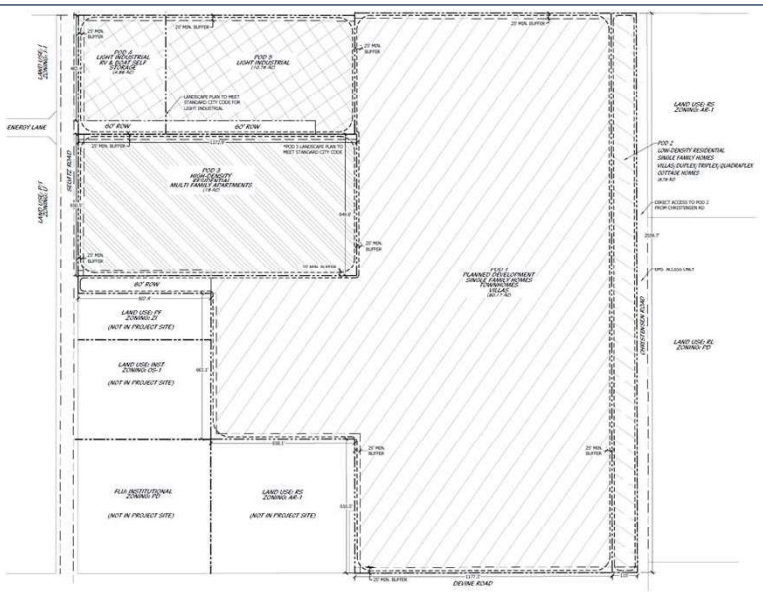
## CONCEPT PLAN




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

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## SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0006-000-3 |
| PARCEL 2 | 2432-211-0005-000-6 |
| PARCEL 3 | 2432-343-0001-000-4 |

| POD BREAKOUT | ACREAGE | PRIMARY USE |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DUAC | 6.5 |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
| OTHER | 7.56 AC MINIMUM |

**PERMITTED RESIDENTIAL UNIT TYPES**

MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DUAC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DUAC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DUAC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERV | 10% MIN |

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4600 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**

* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**

*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
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*ANY PHASING MUST COMPLY WITH CITY CODE SECTIONS 125-212(b)(6) AND 125-212(c)(1).

### *PARKING*

| | |
|---|---|
| **APARTMENTS:** | 1 SPACE PER 1 BD<br>2 SPACES PER 2,3 BD |
| **OTHER RESIDENTIAL:** | 2 SPACES PER UNIT |
| **LIGHT INDUSTRIAL:** | REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE |

16

## PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Zoning Atlas Map Amendment 4-2.**



17

## ZONING ATLAS MAP AMENDMENT

**Zoning Atlas Map Amendment from R-1, Low Density Residential Zone to PD, Planned Development with an associated Concept Plan.**

- **Staff recommends <u>Approval</u> of the request with sixteen (16) Conditions listed in the Staff Report and Agenda.**
  - ❑ **Consistent with Section 125-212 & 125-136 of City Code & the Comprehensive Plan.**
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## CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.
  - Staff recommends approval of the request with sixteen (16) conditions.
- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with changes.
- DISAPPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.



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# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

20

## CONDITIONS OF APPROVAL

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21

## CONDITIONS OF APPROVAL

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22

## CONDITIONS OF APPROVAL

**4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.**

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**6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.**

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23

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24

## CONDITIONS OF APPROVAL

**14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.**

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# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

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26

Daniel Sorrow, PLA, AICP (Representative) – Cotleur & Hearing
Mariana Arias Sanz, AICP (Representative) – Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

**Re: Preliminary Plat/Planned Development/FLUMA/Bubble Site Plan – Selvitz Mixed-Use Planned Development**

Dear Mr. Sorrow,

The following are comments from the Planning Department's review of the applications (Please Provide a Written Response and any revisions (if applicable) for all responsible Departments):

1. **If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): *Phasing*. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:**
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12. **The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.**

13. **The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.**

14. **The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.**

15. **A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.**

16. **After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.**

If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**To : Vennis Gilmore**

**From : Selena Griffett, P.E.**

**Thru : John Andrews, P.E. - City Engineer**

**Re : TRC 22-06000008**
**PD, FLUMA**
**Selvitz Road Mixed Use PD**
**2nd Submittal**

**Date : March 23, 2023**

This is to advise you that we have completed the review of the following documents as received by this office on February 15, 2023:

☐ Development Permit Compliance Review ☐ Construction Drawings

☐ Site Plan ☐ Test Reports & Related Documents

☐ Conditional Use ☐ Record Drawings

☐ Permits ☒ **Other PD, FLUMA**

Based on our reviews and appropriate site final inspection, we

☒ **Recommend** ☐ Do Not Recommend

☒ **Approval** ☐ Variance 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.

☒ See Attached for Comments



100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

## ADVISORY COMMENTS FOR FUTURE SUBMITTALS:

### Traffic Report:

1. Selvitz Road, Devine Road, and Christensen Road are Saint Lucie County roadways. Other roadways impacted by the proposed development are either Saint Lucie County or FDOT. Please coordinate the Traffic Report with Saint Lucie County, FDOT, and the St. Lucie TPO. Please provide their concurrence with subsequent submittals.

### Environmental Report:

1. Is there any indication the Crested Caracara will be impacted?

2. Prior to conducting any land disturbing activities the applicant shall provide the appropriate Gopher Tortoise survey.

### General Comments:

1. City Code Section 125-212 lists the requirements for submittal of a PD. While the information provided in this submittal does not meet the full requirements of the aforementioned section, **per coordination with the Planning Department it is understood that this is a conceptual submittal "bubble plan" and future submittals will meet code requirements.**

2. Drainage is preliminary, a full review will be completed at future submittals. Permits from SFWMD and NSLRWCD will be required.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

# BUILDING DEPARTMENT
# TECHNICAL REVIEW COMMITTEE (TRC)
# COMMENT FORM

**Meeting Date:** 12.15.22
**Property Address:** Site Plan, Design Review, Planned Development, Future Land Use Map Amendment – Selvitz Road Mixed-Use PD - 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

***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 Paul Thomas Date: 12/9/22

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

# Technical Review Committee meeting

# December 15, 2022

Case # 22-07000027

Planner: City of Ft. Pierce Planning Department

Site Plan (Design / Development Review)

Selvitz Road Mixed Used PD, Just east of Energy Lane on Selvitz Road, Fort Pierce, FL

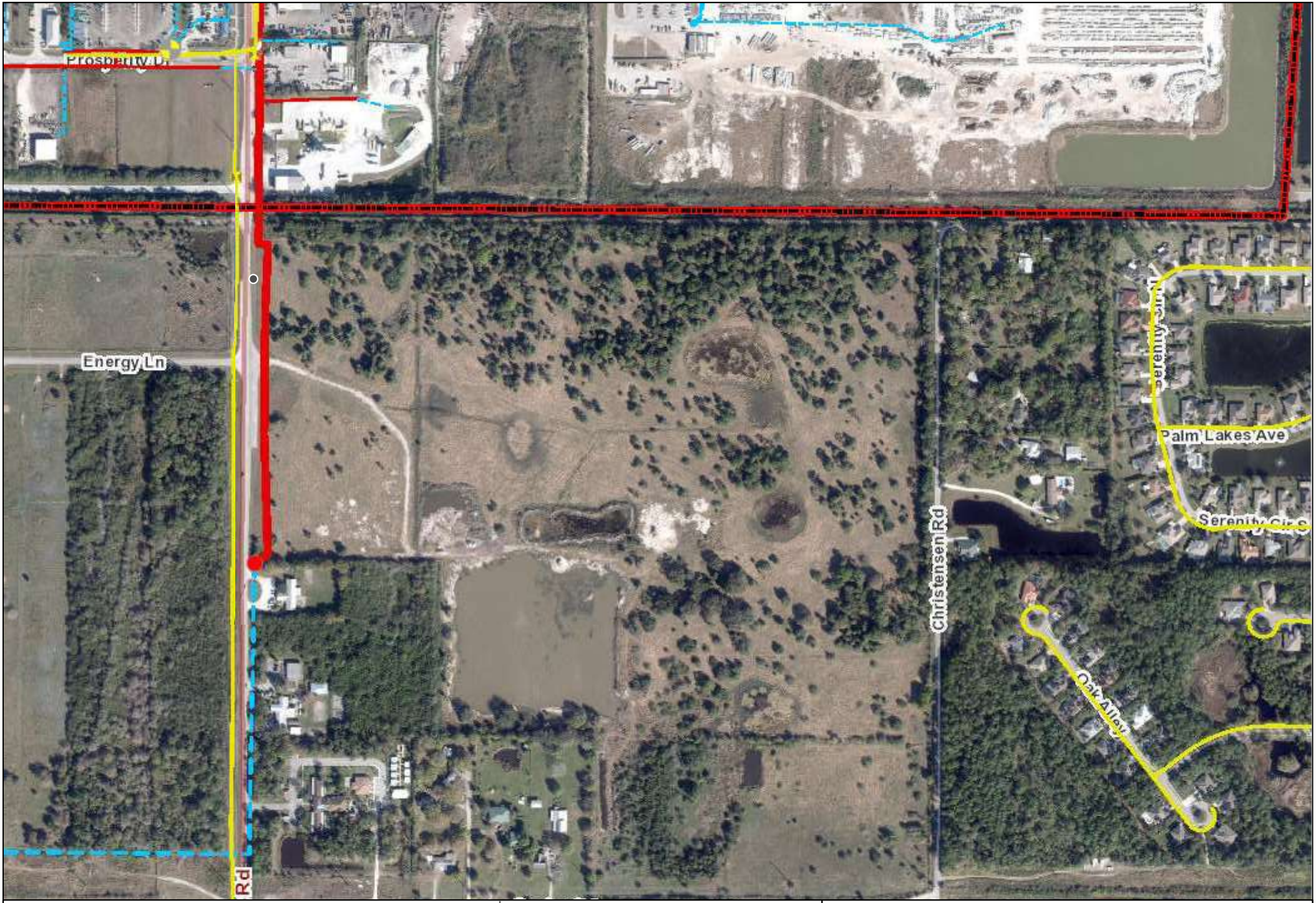
**Comments:**

No comments at this time regarding the project itself. With regard to the City of fort Pierce Strategic Planning, please bear in mind the addition of nearly 600 family homes may require consideration with regards to policing services and the impact upon the department's responses to calls for service.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.




**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: 12/5/2022

FPUA COMMUNITY PROUD

N

1 inch = 512 feet

# FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

# Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT # 22- 06000008
**Site Plan, Design Review, PD Amendment, FLUMA – Selvitz Rd Mixed-Use PD – TBD**
**2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

**Comments**

FPUA W/WW Engineering: Concept approved.

Water and wastewater (via force main) services are available to serve the subject property. 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 attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468.

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application – TRC Selvitz Rd – 4300 Selvitz rd. Approved.

Electric service - 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). 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

(Con't pg 2)

Note: FPUA will make every effort to accommodate new developments and upgrades to existing services as much as possible with on-hand material, while maintaining a responsible maintenance stock. However, in most cases, the provision of service is entirely dependent on the lead times provided by equipment manufacturers. Certain key items could be unobtainable for over a year.

Attached is a copy of the FPUA GIS Map (Gas).



[illegible] - FPUA GIS Map - Gas.pdf...

**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: Selvitz Road Mixed Use TRC**

**REVIEW DATE: 12/9/2022**

**PLANNER: VENNIS GILMORE**

**REVIEWED BY: Lieutenant Andres Elizondo**

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**Site Plan Approved: _____**

**Site Plan Approved with conditions: _____**

**Site Plan Approval pending written acknowledgement of conditions: ___X____**

**Site Plan Rejected: _____**

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**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**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please send the Fire District electronic plans for the site and buildings.**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
5. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

**16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5).**

6. **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.**

7. **The minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.**

8. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. 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.**

9. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

10. **FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).**

11. **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.**

12. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.**

13. **Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.**

14. **A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.**

15. **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.**

16. **Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.**

17. **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".**

18. **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).**

19. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

20. **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.**

21. **Minimum Size of Water Mains**
    **The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.**

**ST. LUCIE COUNTY FIRE DISTRICT**
Community Risk Reduction Division
Office of the Fire Marshal

**Telephone:** **(772) 621-3322**
**Fax:** **(772) 621-3604**

22. **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.**

23. **Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.**

December 13, 2022

**PROJECT:** Selvitz Road Mixed Use

**REF:** TRC App. #22-06000008

**TO:** Vennis Gilmore

**FROM:** David Hays

The following comments are offered by SLC PW – Engineering:

1. The proposed project imposes a considerable increase in allowable traffic loading that may not be supportable at this time with existing infrastructure. The plans do not indicate any mitigation/improvements to the area infrastructure to support the increase. The County requests more public benefit for the additional impacts.
2. Advisory: Selvitz Road is identified on the County's Right-Of-Way Protection Plan. A ROW Dedication of up to 30 FT will be required along Selvitz Road. The amount will be determined upon response and further evaluation.
3. A minimum 6 FT sidewalk is required along adjacent Selvitz road Right-of-Way. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk. Advisory: Selvitz Road is identified on the County's Greenways and Trails Master Plan. A 12 FT wide Multi-Use path may be required. The specifics are to be determined.
4. Christensen Road is a substandard roadway. The existing width is identified as 50'. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 10 will be required for dedication.
5. Devine Road is a substandard roadway with the current path located entirely within the NSLWCD ROW. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 70 will be required for dedication.
6. A minimum 5 FT sidewalk is required along adjacent Christensen and Devine Road Right-of-Ways. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk.
7. If a County Comprehensive Plan amendment is necessary for this project, that filing is the responsibility of the applicant.
8. The TIA will be provided to a third party for review and comments. Please provide written acknowledgement of fee reimbursement to begin the review process.
9. Page 4 of the TIA indicates Short-Term programmed roadways. The County does not have Edwards Roadway west of 25th Street programmed. The Long-Term roadways are identified as needs. At this time, no budget prep has begun. The adopted ROWPM identifies Selvitz as an ultimate 160' ROW.

10. There appears to be conflicting information in the trip allowance. This will be further evaluated with the review of the report.
11. The proposed layout includes an access at Energy Lane. This will require signalization. The southern proposed access will require further evaluation on the allowable movements based on the proximity to a signalized intersection.
12. For discussion regarding these comments and response, please contact me at 772-462-1491, haysd@stlucieco.org.

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: June 12, 2023

Re: **Selvitz 123 AC**
**Final Review Future Land Use (FLU) Traffic Impact Analysis**

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Kimley-Horn has reviewed the FLU traffic impact study (revised May 2023) prepared by MacKenzie Engineering & Planning, Inc. related to the above-mentioned project. The project is located on the northeast corner of Selvitz Road & Devine Road in the City of Fort Pierce, Florida. The property is approximately 122.8 acres and has a current future land use designation of Low-Density Residential. The applicant is requesting to change the existing future land use designation (Low-Density Residential) to Mixed-Use Development (MXD).

The maximum development potential of the proposed land use change consists of 1,842 single family dwelling units, 1,469,916 square feet of general office use, and 2,674,584 square feet of commercial retail use. However, the applicant proposes a twenty percent (20%) non-residential floor-area-ratio (FAR) to comply with the long-range transportation plan (LRTP). Therefore, the maximum development potential for the proposed land use change consists of 1,842 single family dwelling units, 534,917 square feet of general office use, and 534,917 square feet of commercial retail use.

The total trip generation potential results in an increase of 15,010 daily, 1,246 AM peak hour (839 entering / 407 exiting), and 1,474 PM peak hour (469 entering / 1,005 exiting) net new trips based upon the 20% non-residential FLU FAR.

The analysis assessed which roadway segments will require widening as a result of background traffic and FLU traffic. To support FLU traffic, roadway widening will be required for Selvitz Road from Favorite Road to the property based upon the 20% non-residential FLU FAR. We have no further comments for the applicant at this time.

Thank you for the opportunity to assist St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: June 12, 2023

Re: **Selvitz 123 AC**
**Rezoning Traffic Impact Analysis Review**

---

Kimley-Horn has reviewed the Rezoning traffic impact analysis (revised May 2023) prepared by MacKenzie Engineering & Planning, Inc. related to the above-mentioned project. Please find our review comments below pertaining to the development's impacts to adjacent transportation facilities.

1. Table 7 Trip Generation - Rezoning shows a greater number of AM peak hour and PM peak hour rezoning trips than Table 5 – Proposed Future Land Use with Restrictions. Please revise intensities within Table 7 to calculate a PD zoning trip generation less than or equal to FLU trips within Table 5.

Thank you for the opportunity to assist St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

# D R A F T

CITY OF FORT PIERCE
PLANNING BOARD

**Planning Board Minutes**

**OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON WEDNESDAY, JULY 12, 2023, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

## 1. CALL TO ORDER

## 2. PLEDGE OF ALLEGIANCE

## 3. ROLL CALL

| | |
|---|---|
| Present: | John Heaning; Uline Daniel; Nichelle Clemons; Harold Albury; Anton Kreisl; Frank Creyaufmiller, Chairman |
| Absent: | Alexander Edwards |
| Staff Present: | Kev Freeman, Planning Director<br>Vennis Gilmore, Assistant Planning Director<br>Ryan Altizer, Senior Planner<br>Alicia Rosenthal, Planning and Development Organizer |

## 4. CONSIDERATION OF ABSENCES

Mr. Edwards was excused.

## 5. APPROVAL OF MINUTES

Ms. Daniel entered the meeting after the minutes were approved.

a. Minutes from the June 12, 2023 meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the June 12, 2023 meeting.

AYE: Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

6. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Future Land Use Map Amendment - Selvitz Road Mixed Use - Parcel IDs:2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

Mr. Gilmore gave an overview of the application. The request is to change the Future Land Use designation of three (3) parcels of land from Low Density Residential (RL) to Mixed-Use Development (MXD). Mr. Gilmore said the site area is approximately 122.8 acres. Mr. Gilmore showed a Future Land Use (FLU) comparison chart from existing to proposed residential and commercial use. Mr. Gilmore answered questions from the Board on the site being used for a mining location, if the pond will be part of the water mitigation, and mixed uses allowed on the land.

Mr. Freeman clarified that the pond is a consequence of the mining once on the site and the pond will have to be accessed for stormwater mitigation. Mr. Freeman explained the state requires the FLU chart to show potential maximum development possible. He said the maximum numbers are unlikely because the chart does not consider mitigation, wetlands, roadways, easements and dedications.

Mariana Arias Sanz, Land Planner for Cotleur & Hearing, showed a PowerPoint presentation for both the Future Land Use and the Rezoning to Planned Development. She noted the major point of access will be from Selvitz Road. Ms. Arias Sanz identified the surrounding uses and said changing the Future Land Use to Mixed Use is a perfect transition because it proposes more uses similar to the surrounding zoning. She said the Planned Development (PD) zoning will allow flexibility for the transitional development. Ms. Arias Sanz showed the preliminary bubble plan which included light industrial warehouse, RV storage or flex space, high density residential apartments, and single family homes. Ms. Arias Sanz answered questions from the Board on the access road to industrial uses and homes.

The following members of the public spoke against the application:

Gabriele Klaesen, resident, stated the city shall ensure the FLU is compatible within and outside city boundaries. She addressed concerns with the traffic on Christensen and Devine Roads, and she suggested a development meeting with the neighbors.

Jane Rowley, resident, stressed the importance of a 6 - 8 foot wall behind the 6 acres to protect the existing ranchette homes.

Jill Sunderland, resident, provided a hard copy of her reasons for not approving the application. She expressed concerns with the density, where the apartments will be located, traffic, cost to community for water access, and Devine and Christensen being substandard roads.

Mickey Sigmon, resident, explained a development was shot down before for this same property. Mr. Sigmon noted the development will create harassment to his cattle, increase speeding in the area, lower property values and damage Devine and Christensen Roads.

Michelle Calandro, resident, has concerns with the infrastructure and the overcrowded Fort

Pierce Central High School. She stated Selvitz Road is in need of repair, and she has concerns with the property not being developed as what is being shown today.

Jean Woodard, resident, expressed concerns with affordable housing, setting a precedent, and if the traffic studies looked at the surrounding new developments.

Ronna Perry, resident, stated she has a big issue with overdevelopment and promises not being kept. She is not happy with the beauty of the community, wildlife being taken away and excessive growth causing fatality incidents and speeding on the roadways. Ms. Perry said she hopes the residences on Devine and Christensen Roads are protected prior to any type of building.

David Istanich, resident, said this project will change the rural lifestyle he bought into, and it will affect the infrastructure, traffic and sewage. He noted small ranchette homes would be okay.

Missy Brinker, resident, expressed concerns with her livestock, traffic, lowered property values and who will clean the neighborhood ditches and culverts.

Robert Schooley, resident, expressed concerns with safety for his children and property values declining.

Chairman Creyaufmiller said the city needs to do a better job with notifying the public about Planning Board meetings.

Kev Freeman summarized the Future Land Use concerns during public comment. He mentioned issues with the transition, land uses, traffic, traffic capacity, school district, suitability of the site and environmental issues for development.

Dan Sorrow, Senior Planner from Cotleur and Hearing, explained the proper transition of land use. He stated the majority of the 122 acres will be low density residential and buffers and drainage will be increased. He noted the Future Land Use will have to go to the state for DEP approval. Mr. Sorrow said he is convinced he can satisfy most residences by having a community meeting to address the residences concerns.

Board discussion ensued. Ms. Daniel expressed concerns with property values, speeding, flooding, losing trees and Fort Pierce Central High School being overcrowded. Chairman Creyaufmiller had concerns with the health, safety and welfare of the existing community. He said a community meeting is required along with comments from the school board before moving the application to City Commission. Mr. Heaning said the issues from the public are heartfelt. He suggested the meeting signs and notification from the city need to get better, and he has major concerns with access, traffic and infrastructure.

Motion was made by Harold Albury, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission to change the Future Land Use for three parcels from RL, Low Density Residential to MXD, Mixed-Use Development.

AYE: Harold Albury, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller
NAY: Anton Kreisl, Uline Daniel
Passed

**7. NEW BUSINESS**

a. **Zoning Atlas Map Amendment - Selvitz Road Mixed Use Planned Development - Parcel IDs: 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

Mr. Gilmore gave an overview of the application and answered questions from the Board. The request is to change the zoning of three (3) parcels of land from Low Density Residential (R1) to Planned Development (PD). The site area is approximately 122.8 acres. Mr. Gilmore gave a brief history of the property and showed the surrounding uses and approved projects. Mr. Gilmore provided the concept plan showing five PODS and the site data for each POD.

Chairman Creyaufmiller noted the 16 conditions, and he stated the city does a good job at protecting property owners.

Mariane Arias Sanz, Land Planner from Cotleur & Hearing, stated the project has been highly scrutinized by the city, and through public and community meetings the details will be worked out. She said the bubble plan is providing the framework to come in with a detailed site plan at a later date.

Ronna Perry, resident, expressed confusion with the approval allowing a certain use or if the owner of the property is able to come in and do what they want to do.

Mr. Freeman explained the applicant is suggesting certain types of developments in the outlines of the property. If the application is approved based on the conceptual plan, the applicant will have to come back with each lot showing the drainage, access, and dedicated property for the roadway. Mr. Freeman noted that all comments that staff heard will have to be addressed at the site plan. Mr. Freeman highlighted that this is not the final process, and there will be at least five more public hearings.

Mickey Sigmon, resident, said ranchettes is the way to go.

Jean Woodard, resident, asked several questions. She wanted to know how the development will affect the canal, does the development affect the health, safety and welfare of the neighborhood, how will notification be held in the future and how will the developer get in touch with the community for the neighborhood meeting.

Gabriele Klaesen, resident, asked about access to the greenways on Selvitz Road and in Oak Alley.

Jill Sunderland, resident, expressed concerns with the density in PODS 1 and 2 and the traffic on Christensen Road.

Dan Sorrow, Senior Planner from Cotleur & Hearing, said there was no intention of not wanting the public to come to the meeting, and he stated a community meeting is not required by the developer. He noted ranchette homes with horses is not compatible next to industrial use. Mr. Sorrow said there will be no access on Devine Road. There will be access on Christensen Road wth the majority of the access off of Selvitz Road. He said there will be low density residential along Christensen Road and St. Lucie County may have emergency access on Christensen Road. Mr. Sorrow said there will be 3-story garden style apartments and the homes will be designed like the Palm Lakes or Oak Hammock neighborhoods. He highlighted it will be a high quality, gated community with a high level of planning. Mr. Sorrow said they will send a letter to residences within 1,000 feet of the development for the community meeting.

The residents asked that all residences on Christensen Road be included in the mailing for the community meeting.

Keith Burn, resident, asked how far down the light industrial area goes.

Board discussion ensued.

Mr. Albury stated the city has to grow, and they are not looking at dollars, they are looking at housing for people. Mr. Albury said this is not an invasion of property. The developers want to work hand in hand with the community. Many buffers will be created, so it flows within the community and is not an eyesore.

Ms. Daniel expressed concerns with too many apartments and property values going down. She said the city needs to fix the flooding issues before 700- 800 units are developed. Ms. Daniel noted that Fort Pierce Central High School is full and has no room for additional students.

Mr. Heaning said the project is not in the right area and the infrastructure is not there.

Mr. Kreisl has concerns with approving the conceptual plan, the buffer around the light industrial area and number of units expected to see in POD 2, which is the low density residential area. Mr. Kreisl said he would like to see more light industrial to the north on the conceptual plan.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to forward a recommendation of approval to the City Commission to change the zoning from R-1, Low Density Residential to PD, Planned Development with the associated development plan and the following 17 conditions:

1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:
    a. The approximate date when construction of the project can be expected to begin.
    b. The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and be completed.
    c. A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or

planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A2 zoning).

4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

14. The Final PD site plan shall contain the following information, at minimum:
    a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The location, size and height of present and proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts

and sidewalks.
g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

17. A community meeting with the residences is needed prior to going to the City Commission meeting.

AYE: Anton Kreisl, Nichelle Clemons, Harold Albury, Chairman Frank Creyaufmiller
NAY: John Heaning, Uline Daniel
Passed

b. **Site Plan and Design Review - Twins Carwash - 5340 S. US Highway 1**

Mr. Altizer gave an overview of the application. The request is for a site plan to construct a 4,930 square-foot automated carwash with self-service vacuums. The owner's intent is to utilize established corporate images which are a modern interpretation of prairie design with some craftsman detailing. The site area is approximately 2.19 acres with a Future Land Use of General Commercial (GC) and Zoning of General Commercial (C-3).

Ravi Alur, Applicant Representative from Aspire Engineering, answered questions from the Board on the traffic flow pattern for the self serve vacuums. Mr. Alur said the consumer can either exit the car wash or proceed to the vacuum section.

Motion was made by Anton Kreisl, and seconded by Harold Albury to forward a recommendation of approval to the City Commission for the Site Plan and Design Review with the following condition:
1. A completion certification 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

AYE: John Heaning, Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, Chairman Frank Creyaufmiller
Passed

c. **PULLED AT STAFF'S REQUEST - Site Plan - Gator Trace on The Greens – Gator Trace Planned Development - 2435-311-0001-000-4, 2435-243-0001-000-6**

d. **PULLED AT STAFF'S REQUEST - Final Plat - Gator Trace on The Greens – 2435-311-0001-000-4, 2435-243-0001-000-6**

e. **Planning Board Procedures**

Chairman Creyaufmiller reviewed the changes to the procedures noting the election date of the Chair and Vice-Chair, the day and time of the Planning Board meeting and the order of agenda items being presented.

Motion was made by Uline Daniel, and seconded by Nichelle Clemons to adopt the new Planning Board procedures.

AYE: Harold Albury, Anton Kreisl, John Heaning, Uline Daniel, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

Motion was made by Harold Albury, and seconded by Uline Daniel to allow Chairman Creyaufmiller and Vice-Chair Clemons to stay in their respective positions until the March 2024 Planning Board election. If Ms. Clemons is not reappointed to the Planning Board at the August 2023 City Commission meeting, a new Vice-Chair will need to be elected.

AYE: Uline Daniel, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

NAY: Nichelle Clemons

Passed

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

No report was given.

**10. BOARD COMMENTS**

Chairman Creyaufmiller suggested the Planning department get additional staff, so the department has time to plan. He said parks are needed in the new residential development areas of the Ctiy of Fort Pierce.

**11. ADJOURNMENT**

Cotleur & Hearing

# Selvitz Road Mixed-Use

## Future Land Use Map Amendment and Planned Development Rezoning

July 12, 2023

Planning Board Meeting

City of Fort Pierce, Florida

# Project Team |

**Applicant – Donald Stevenson**

**Landscape Architects and Planners – Cotleur & Hearing**

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- Phoebe Prentner

**Traffic Engineer – MacKenzie Engineering & Planning**

- Shaun MacKenzie, PE

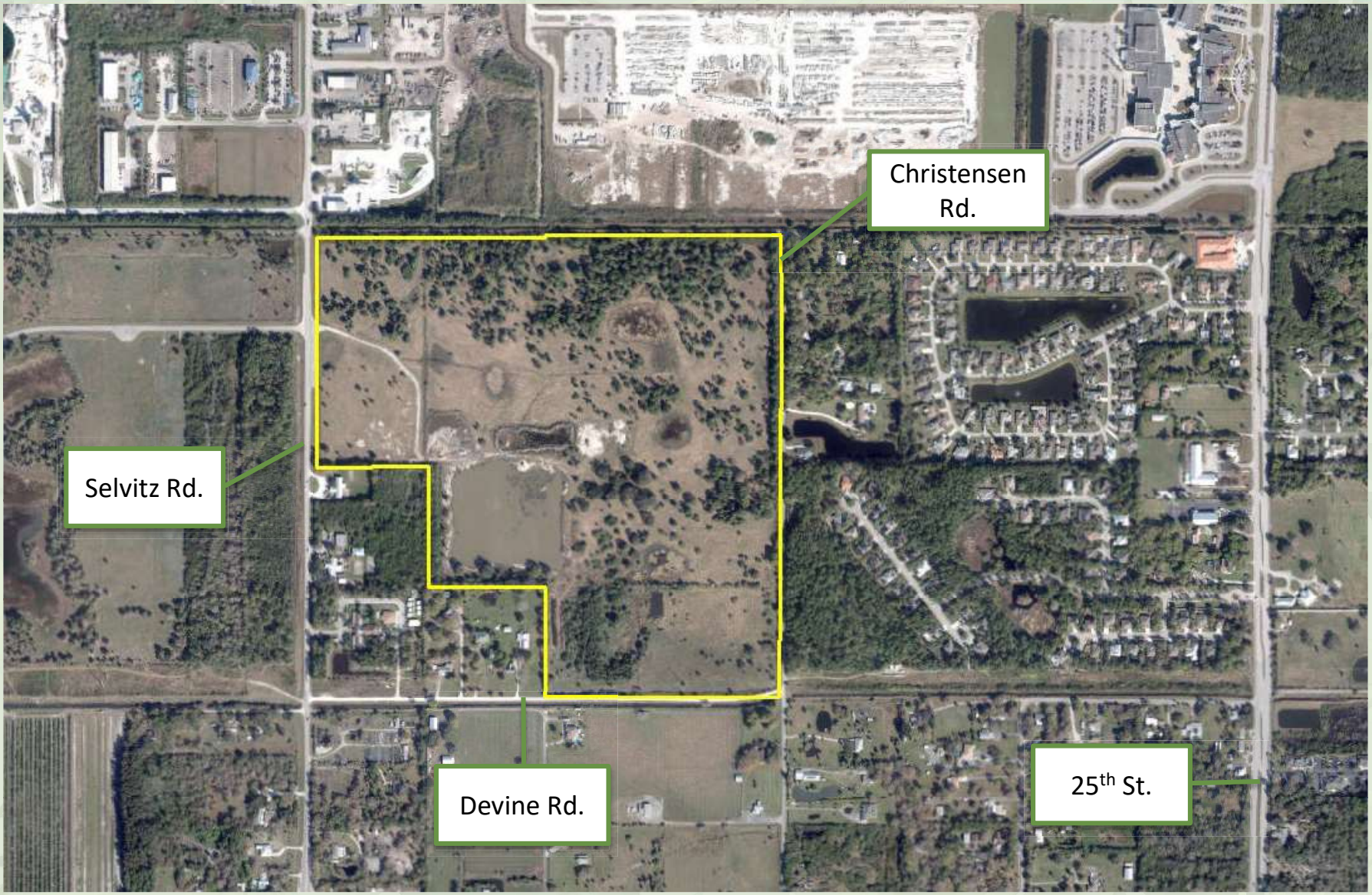
# Location | Context Road Network

Cotleur & Hearing

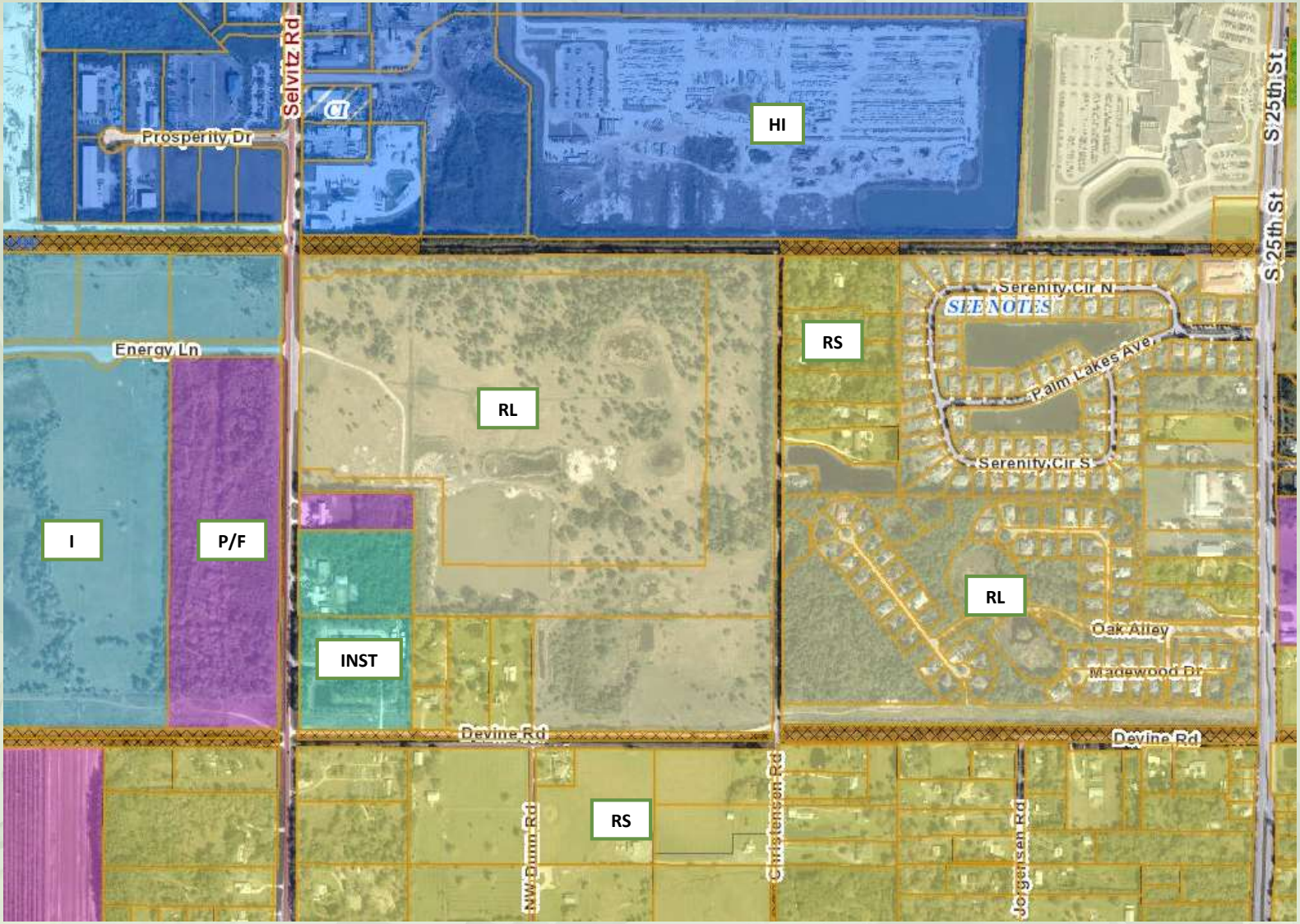


# Aerial | Existing Conditions

Cotleur & Hearing



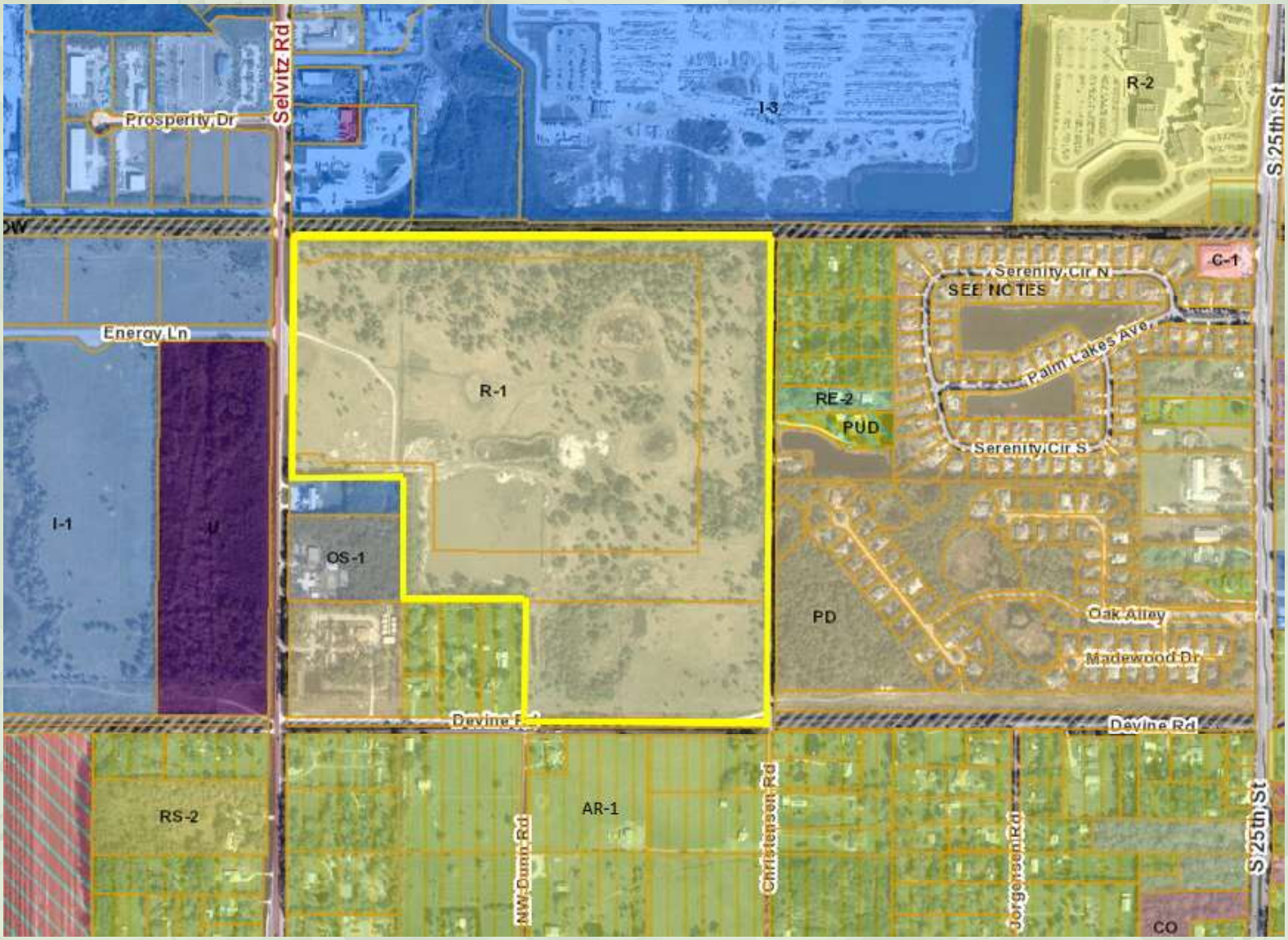
# FLUM | Existing Future Land Uses




## Selvitz Road Mixed-Use

*City of Fort Pierce, FL*

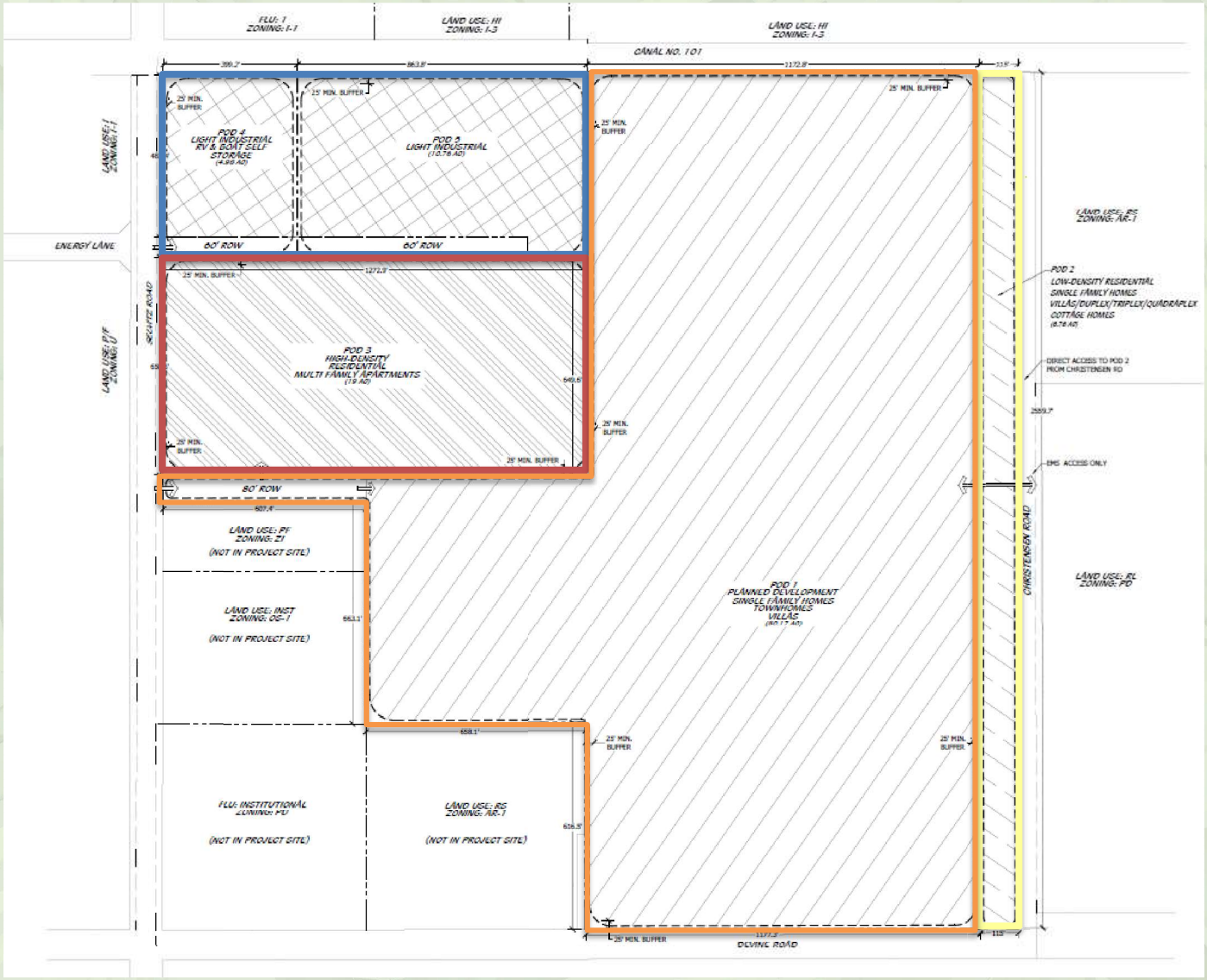
# Zoning | Existing Zoning Designations




**Selvitz Road Mixed-Use**

*City of Fort Pierce, FL*

# Planned Development | Bubble Plan




**Selvitz Road Mixed-Use**

*City of Fort Pierce, FL*

# Conclusion |

FLUMA – agree with staff recommendation of **approval**

PD Rezoning – agree with staff recommendation of **approval with 16 conditions**

# Thank you |

Cotleur & Hearing

Questions?

Comments for rezoning of property on Christensen, Selvitz & Devine Roads, July 12, 2023
Bill & Jill Sunderland, 4640 Christensen Road. Fort Pierce, FL 34981

We are present today at this City of Fort Pierce Zoning Planning Committee meeting to record our objections to the rezoning request of the property located on the NE Corner of Selvitz Road and Devine Road, which will also heavily impact the residents of Christensen Road. It is important for this committee to know that homeowners who will be impacted by this potential zoning change were not properly notified by U.S. Mail that this rezoning request was submitted. The only notification we saw was a small rezoning hearing sign placed on July 8th, 2023 on Divine Road, which is dirt, but most of the residents don't use it so weren't aware of this meeting. With only a few days' notice, most of the residents are unable to attend today's meeting, hence the low turnout of residents. The last time this rezoning application was submitted, the residents packed City Hall to express their disapproval.

My husband and I have owned our property on Christensen Road for over 30 years. It is a wonderful rural community where people enjoy the outdoors. You can always find neighbors safely walking, riding their bicycles and children playing in the spacious yards. We also have pets, like dogs, cats, horses, cows, goats & chickens. Everyone has space to grow and live a good life.

Most of the houses on Christensen & Devine Roads are 3-5 acre plots, zoned R-1-low residential density. This rezoning proposal drastically increases the density by changing 122 acres into Mixed Use Development with a concept plan of adding 800+ units, mostly high density and if approved, it could have a capacity of over 2,000 units. This will have a substantially negative impact on the area. POD 2 is listed as 6.76 acres with a proposal of adding up to 74 units. Can you please explain how that many units is considered low-density residential? Keeping less than 7 acres for single-family does not seem appropriate for the area. We are also concerned with POD 1 having an indicated 400 - 2,000 units on 80 acres listed as a planned development. The concept plan does not make it clear how occupants of this development will be entering or leaving this development.

Traffic is another major concern. Christensen Road & Divine Road (which is just dirt), are both substandard roadways according to the Fort Pierce Public Works Department. These roads do not have proper drainage or shoulders and are identified as 50' wide. To help with the current traffic load, the county placed a "local traffic, no cut through" sign to reduce the traffic that cuts through from Christensen to Devine over to Selvitz. If this development is approved, the increase in traffic will be significantly more than these roads can accommodate. The plan also proposes adding up to 74 units that will enter/exit directly onto Christensen Road. Selvitz Road is two lanes and already in bad shape, West Midway Road is only two lanes west of Selvitz Road. This proposal estimates 1,600 – 5,000 vehicles per day traveling to and from this development. Can you please explain how these roads will be able to handle this volume? Who will pay for all the road upgrades needed if this unnecessary and unreasonable rezoning proposal is approved?

Our community is on private wells and septic tanks. What are the expected additional costs that current homeowners in the area will have to pay to provide the water and sewage needs of a development this large. The proposed 800 + units will also impact the fire and police departments, and waste disposal services. How will this development affect the property values of current residents? Is it anticipated that current homeowners will lose property for road upgrades and sidewalks?

As evidenced by overdeveloped communities in Florida south of Saint Lucie County, developers come into these beautiful rural areas, develop high-density units, leave most of the infrastructure upgrade costs to the

community, make a fortune, then leave. Current homeowners get stuck with the bad roads, all the traffic congestion and overloading of already overtaxed government services on all levels.

We do not want to see our beautiful community turn into another congested, traffic-ridden area like Port Saint Lucie or West Palm Beach. Please keep our open spaces for people to enjoy living in Fort Pierce.

There are numerous research studies that prove people are happier and heathier when they have space to spread out and enjoy the natural areas around them. The people of the City of Fort Pierce and Saint Lucie County have so many parks and nature areas, so we must think it's important.

Please DO NOT approve this rezoning request.

Thank you for your time and consideration of our objections to this rezoning request.

Cotleur & Hearing

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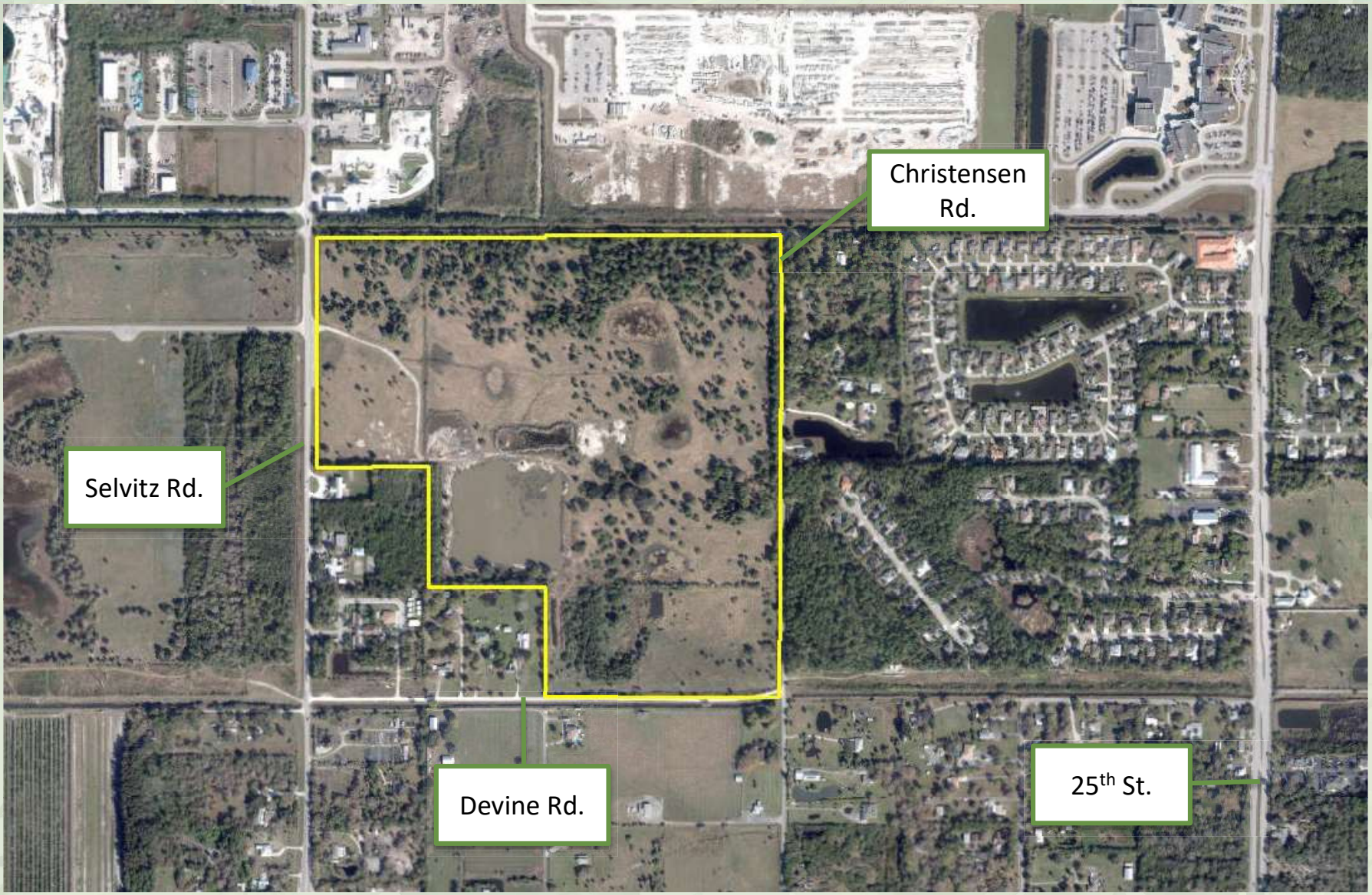

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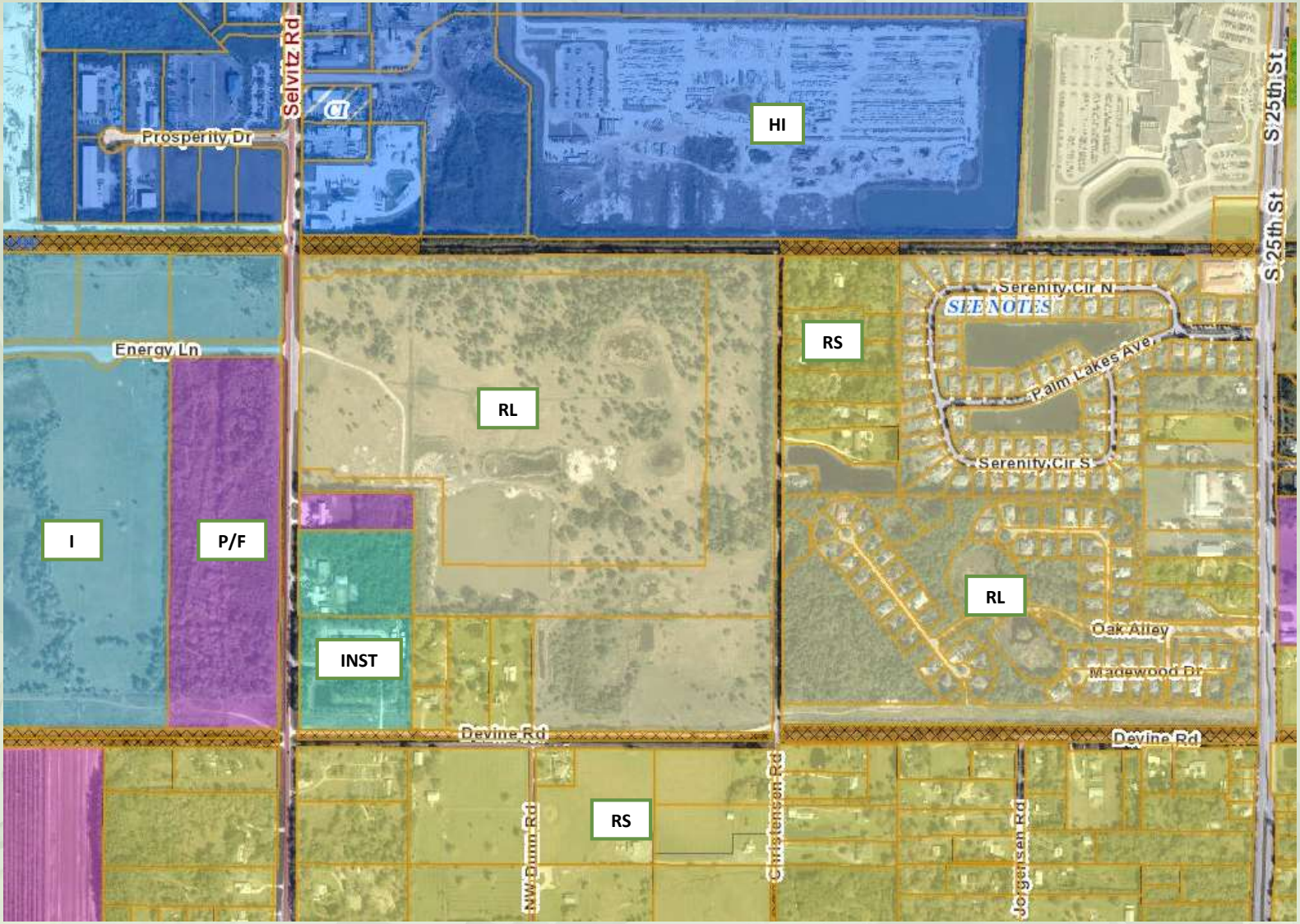


## Selvitz Road Mixed-Use

*City of Fort Pierce, FL*

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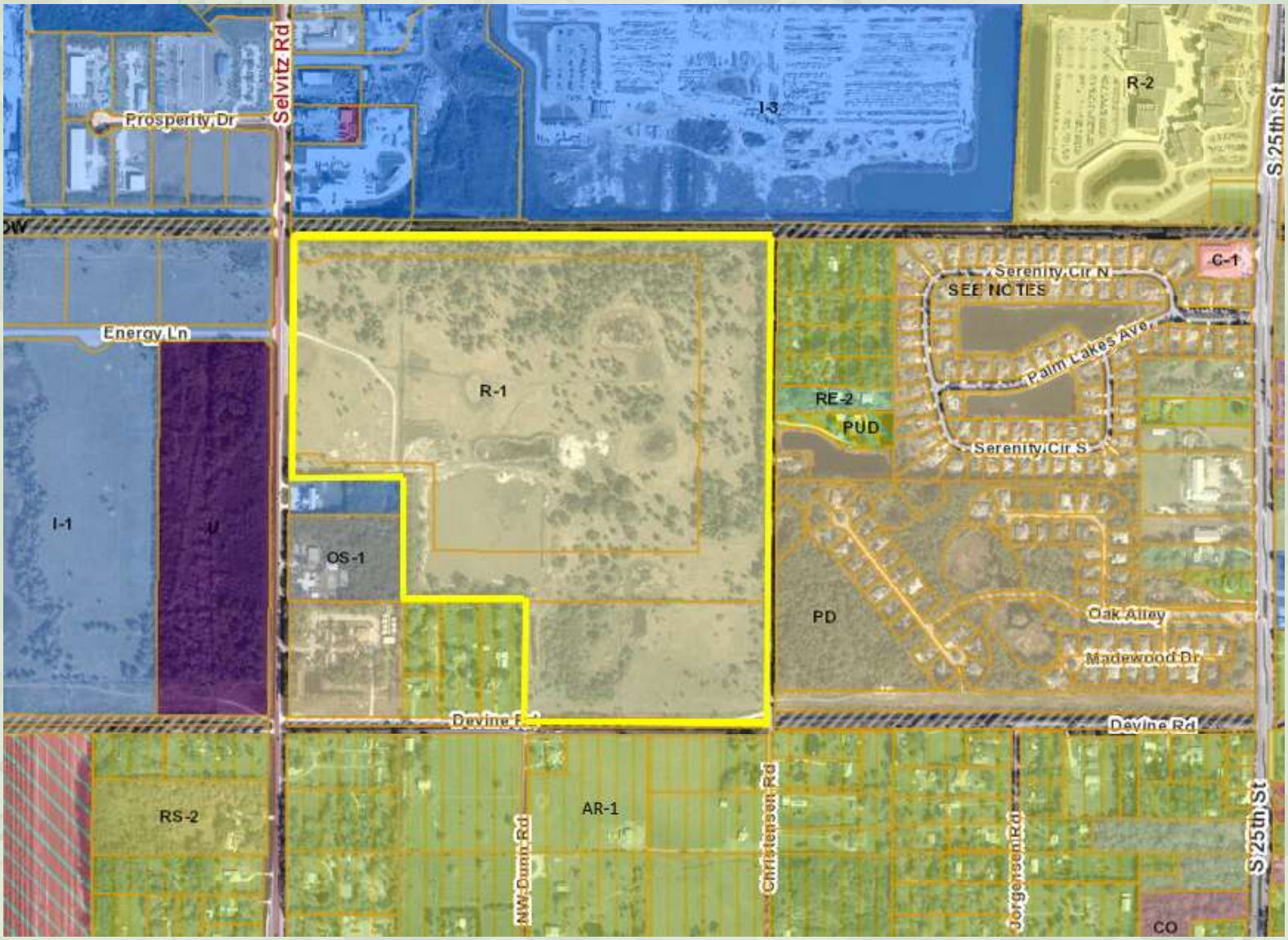


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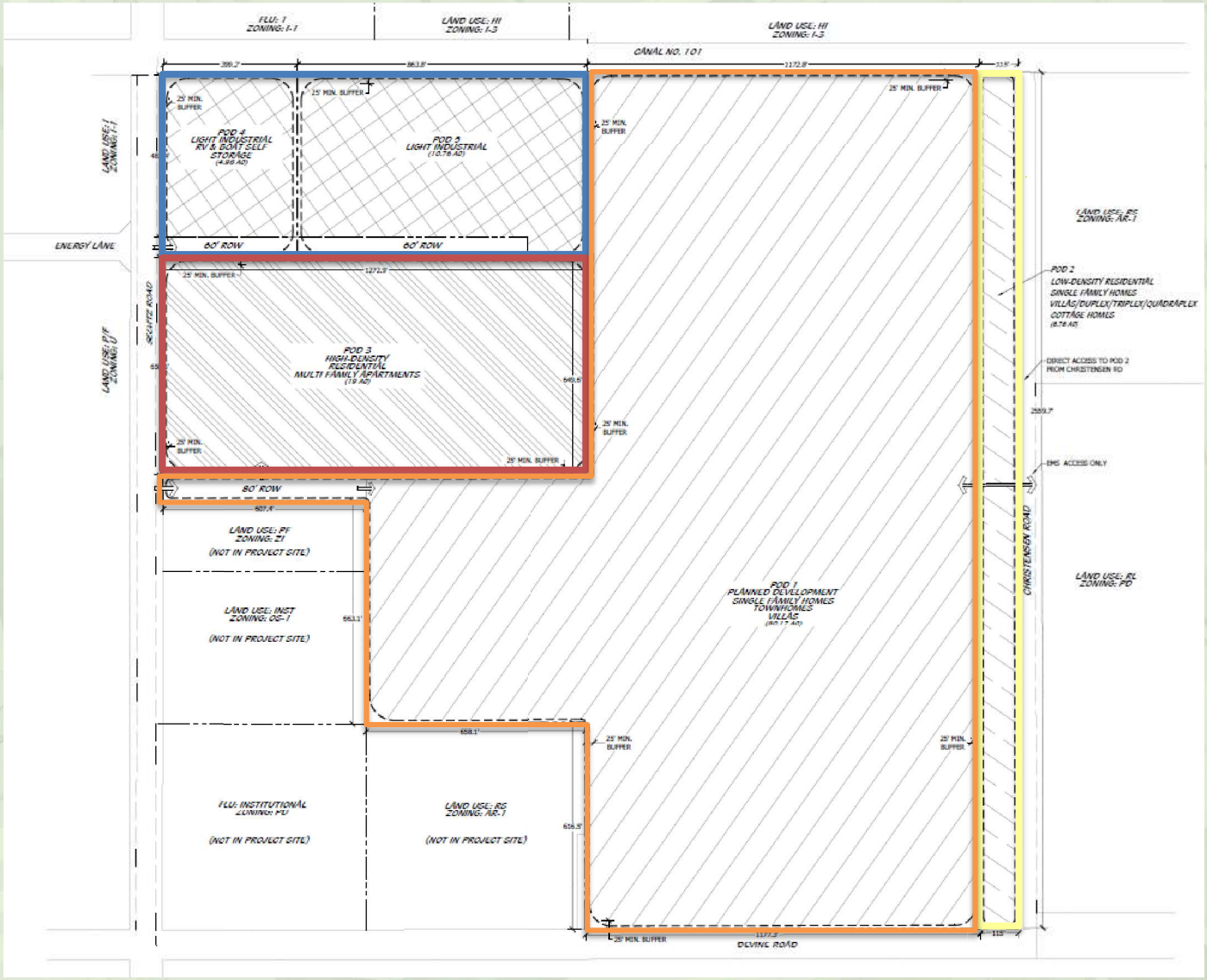


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# Census Climate Change Data

## Tract information

- Number: 12111381402
- County: St. Lucie County
- State: Florida
- Population: 6,874

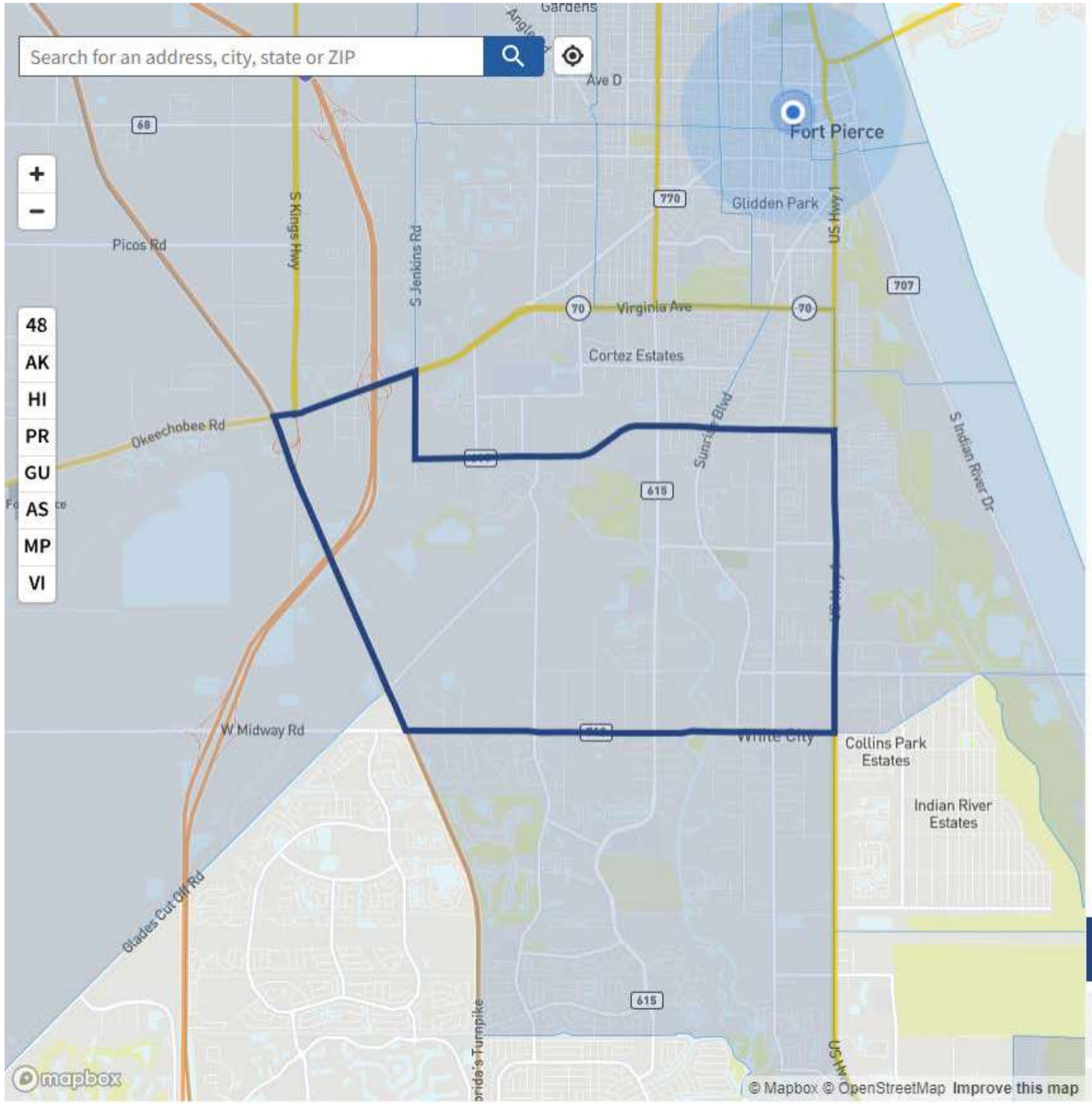
## Tract demographics

Race / Ethnicity
White52%
Black or African American23%
American Indian and Alaska Native0%
Asian0%
Native Hawaiian or Pacific Islander2%
Other1%
Two or more races3%
Hispanic or Latino18%

Age
Children under 1010%
Ages 10 - 6473%
Elderly over 6515%

**Identified as disadvantaged? YES**

Source: https://screeningtool.geoplatform.gov/en/#11.99/27.39604/-80.36531

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**Tract demographics**

Race / Ethnicity (Hide ^)

| | |
|---|---|
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| Black or African American | 23% |
| American Indian and Alaska Native | 0% |
| Asian | 0% |
| Native Hawaiian or Pacific Islander | 2% |
| Other | 1% |
| Two or more races | 3% |
| Hispanic or Latino | 18% |

Age (Hide ^)

| | |
|---|---|
| Children under 10 | 10% |
| Ages 10 - 64 | 73% |
| Elderly over 65 | 15% |

**Identified as disadvantaged?**

**YES**

This tract is considered disadvantaged because it meets more than 1 burden threshold **AND** the associated socioeconomic threshold.

Send feedback

**Climate change** +

**Energy** +

An official website of the United States government Here's how you know



**This tool has been updated.** The 1.0 version of the tool was released on Nov 22, 2022.



# Explore the map

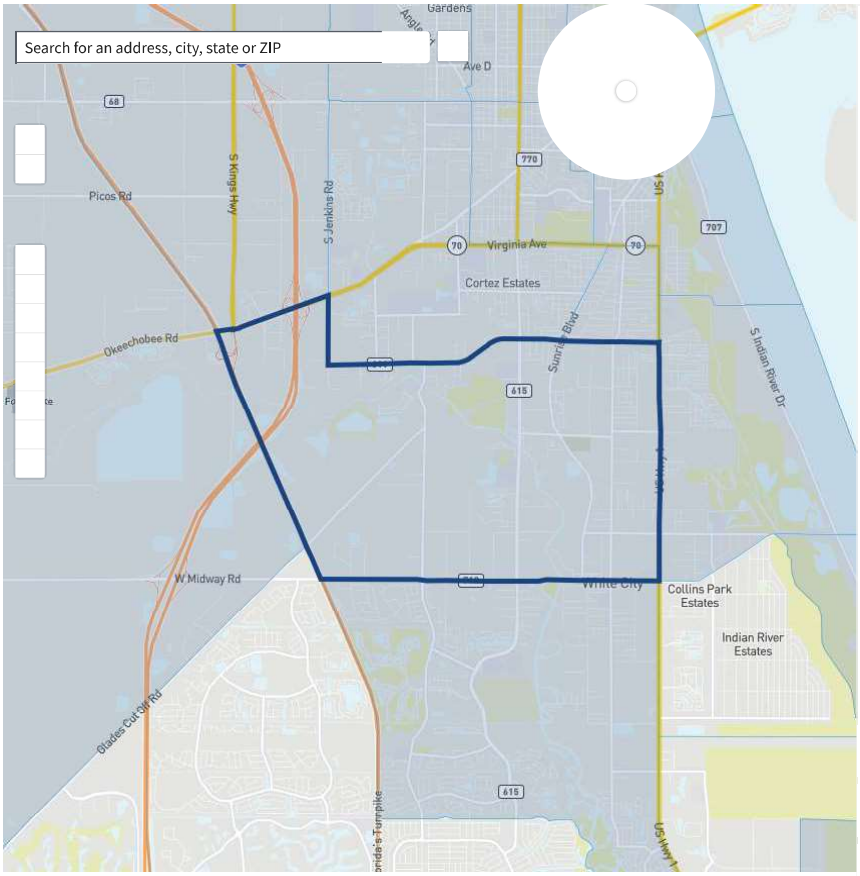
Share data sources with CEQ

Census tracts that are overburdened and underserved are highlighted as being disadvantaged on the map. Federally Recognized Tribes, including Alaska Native Villages, are also considered disadvantaged communities.

Zooming in and selecting shows information about each census tract.

## Get the data

Download the data with documentation and shapefile from the downloads page.

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Send feedback

Climate change

**Energy**

**Health**

**Housing**

**Legacy pollution**

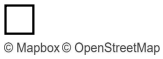
**Transportation**

**Water and wastewater**

**Workforce development**

Methodology version 1.0

Help improve the tool




## U.S. territories note

Not all the data used in the tool are available or used for all U.S. territories.

**Puerto Rico:** The data used for Puerto Rico are from all relevant and available fields in the energy, housing, legacy pollution, transportation, and workforce development categories. The following data are used: low income, projected flood risk, energy cost, lack of indoor plumbing, lead paint, housing cost, proximity to hazardous waste facilities, proximity to Superfund or National Priorities List (NPL) sites, proximity to Risk Management Plan (RMP) facilities, diesel particulate matter exposure, traffic proximity and volume, underground storage tanks and releases, wastewater discharge, low median income, poverty, unemployment, and high school education. Linguistic isolation was removed for Puerto Rico based on feedback received during the beta period.

**American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands:** For these U.S. territories, the tool uses the following data: unemployment, poverty, low median income, and high school education. These burdens are in the workforce development category.

## A note on Tribal Nations

To respect Tribal sovereignty and self-government and to fulfill Federal trust and treaty responsibilities to Tribal Nations, land within the boundaries of Federally Recognized Tribes are designated as disadvantaged on the map. Alaska Native Villages are included as point locations that are smaller than a census tract. The boundaries of census tracts and the lands of Federally Recognized Tribes are different.

This decision was made after meaningful and robust consultation with Tribal Nations. This is consistent with CEQ's Action Plan for Consultation and Coordination with Tribal Nations, President Biden's Memorandum on Tribal Consultation and Strengthening Nation-to-Nation Consultation, and Executive Order 13175 on Consultation and Coordination With Indian Tribal Governments.

**Contact**

Council on Environmental Quality
730 Jackson Pl NW
Washington, D.C. 20506
(202) 395-5750

Sign up for updates

**More information**

Whitehouse.gov

Freedom of Information Act (FOIA)

Privacy Policy

Find a contact at USA.gov

**Want to contribute?**

Check out the code on GitHub

**Council on Environmental Quality**

# Census Energy Data

**Energy cost**

Average annual energy costs divided by household income

**56th**

not above 90th percentile

**PM2.5 in the air**

Level of inhalable particles, 2.5 micrometers or smaller

**14th**

not above 90th percentile

**AND**

**Low income**

People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed

**80th**

above 65th percentile

Source: https://screeningtool.geoplatform.gov/en/#11.99/27.39604/-80.36531

# Census Health Data

**Asthma**

Share of people who have been told they have asthma

**43rd**

**not above 90th percentile**

**Diabetes**

Share of people ages 18 years and older who have diabetes other than diabetes during pregnancy

**68th**

**not above 90th percentile**

**Heart disease**

Share of people ages 18 years and older who have been told they have heart disease

**67th**

**not above 90th percentile**

**Low life expectancy**

Average number of years a person can expect to live

**85th**

**not above 90th percentile**

**AND**

**Low income**

People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed

Source: https://screeningtool.geoplatform.gov/en/#11.99/27.39604/-80.36531

# Census Housing Data

**Housing cost**

Share of households making less than 80% of the area median family income and spending more than 30% of income on housing

**88th**

not above 90th percentile

**Lack of green space**

Amount of land, not including crop land, that is covered with artificial materials like concrete or pavement

**26th**

not above 90th percentile

**Lack of indoor plumbing**

Share of homes without indoor kitchens or plumbing

**74th**

not above 90th percentile

**Lead paint**

Share of homes that are likely to have lead paint

**35th**

not above 90th percentile

**AND**

**Low income**

People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed

**80th**

above 65th percentile

Source: https://screeningtool.geoplatform.gov/en/#11.99/27.39604/-80.36531

# Census Legacy Pollution Data

**Abandoned mine land**

Presence of one or more abandoned mine land within the tract

**No**

**Formerly Used Defense Sites**

Presence of one or more Formerly Used Defense Site within the tract

**--**

missing data

**Proximity to hazardous waste facilities**

Count of hazardous waste facilities within 5 kilometers

**51st**

not above 90th percentile

**Proximity to Risk Management Plan facilities**

Count of Risk Management Plan (RMP) facilities within 5 kilometers

**63rd**

not above 90th percentile

**Proximity to Superfund sites**

Count of proposed or listed Superfund (or National Priorities List (NPL)) sites within 5 kilometers

**32nd**

not above 90th percentile

**AND**

**Low income**

People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed

**80th**

above 65th

Source: https://screeningtool.geoplatform.gov/en/#11.99/27.39604/-80.36531

# Census Transportation Data

**Diesel particulate matter exposure**

Amount of diesel exhaust in the air

**47th**

not above 90th percentile

**Transportation barriers**

Average of relative cost and time spent on transportation

**86th**

not above 90th percentile

**Traffic proximity and volume**

Count of vehicles at major roads within 500 meters

**57th**

not above 90th percentile

**AND**

**Low income**

People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed

**80th**

above 65th percentile

# Census Water and Wastewater Data

**Underground storage tanks and releases**

Formula of the density of leaking underground storage tanks and number of all active underground storage tanks within 1500 feet of the census tract boundaries

**82nd**

not above 90th percentile

**Wastewater discharge**

Modeled toxic concentrations at parts of streams within 500 meters

**--**

missing data

**AND**

**Low income**

People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed

**80th**

above 65th percentile

# Census Workforce Development

**Linguistic isolation**

Share of households where no one over age 14 speaks English very well

**78th**

not above 90th percentile

**Low median income**

Comparison of median income in the tract to median incomes in the area

**72nd**

not above 90th percentile

**Poverty**

Share of people in households where income is at or below 100% of the Federal poverty level

**75th**

not above 90th percentile

**Unemployment**

Number of unemployed people as a part of the labor force

**88th**

not above 90th percentile

**AND**

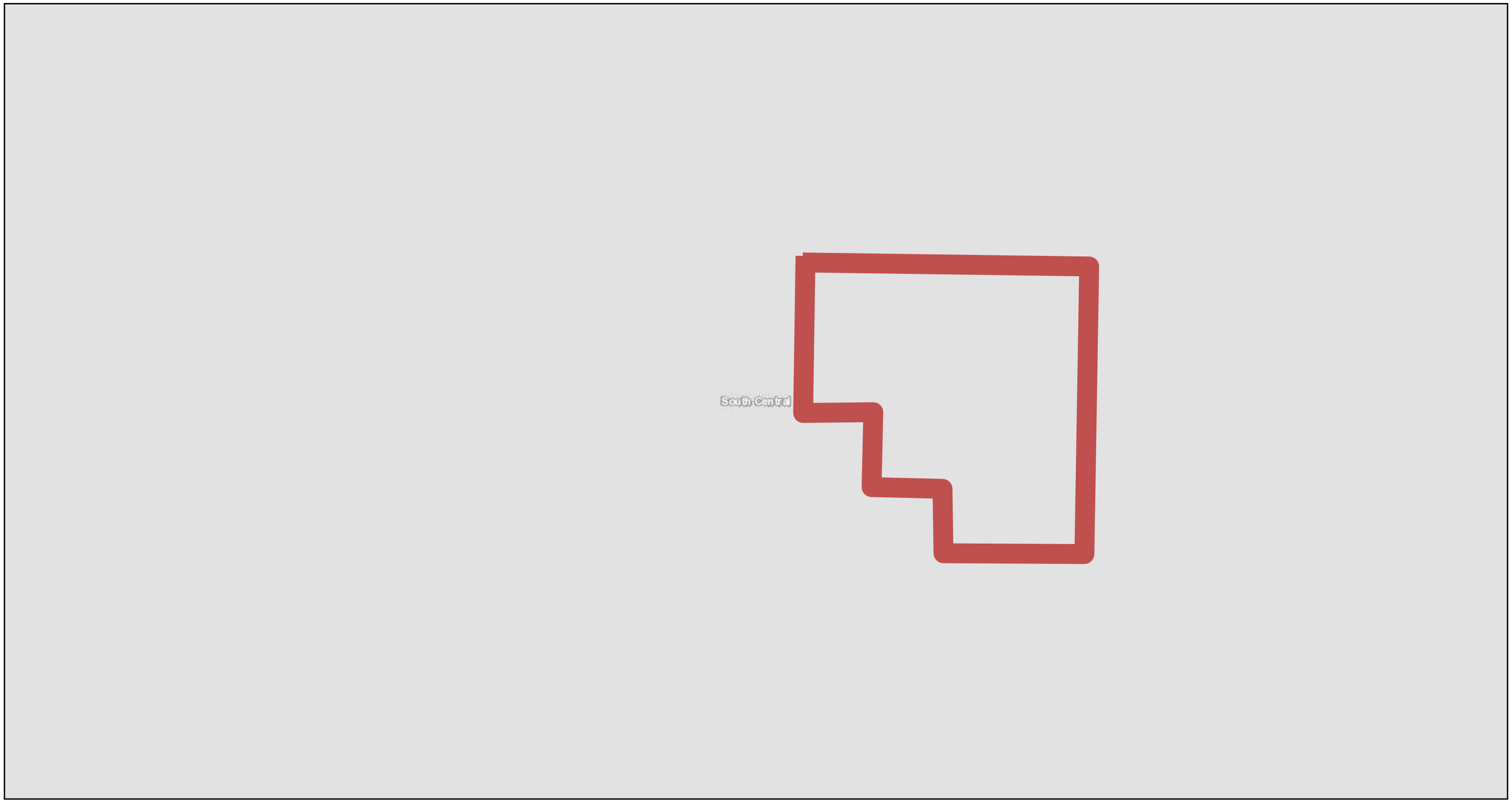
**High school education**

Percent of people ages 25 years or older whose high school education is less than a high school diploma

**17%**

above 10% percent

# Selvitz PD Black Bear Calls Map




9/29/2023, 6:36:20 PM

Override 1

Bear Management Units in Florida

- Big Bend
- Central
- East Panhandle
- North
- South
- South Central
- West Panhandle
- Black Bear Calls

Lake Vegetation - Central Florida

- 1000
- 5200
- 6100
- 6181
- 6200
- 6301
- 6410
- 6410-6440
- 6411
- 6412
- 6412-6414
- 6412-6420
- 6412-6421
- 6412-6423
- 6412-6442
- 6412-6445
- 6413
- 6413-6420
- 6414
- 6414-6420
- 6414-6421
- 6414-6423
- 6414-6442
- 6414-6445
- 6414-6446
- 6415
- 6417
- 6419
- 6419-6420
- 6419-6423
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- 6420-6421
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- 6421-6424
- 6421-6442
- 6422
- 6422-6442
- 6423
- 6423-6445
- 6424
- 6424-6425
- 6424-6442
- 6425
- 6426
- 6442
- 6444
- 6445
- 6446
- 6450

1:11,137

0 0.13 0.25 0.5 mi

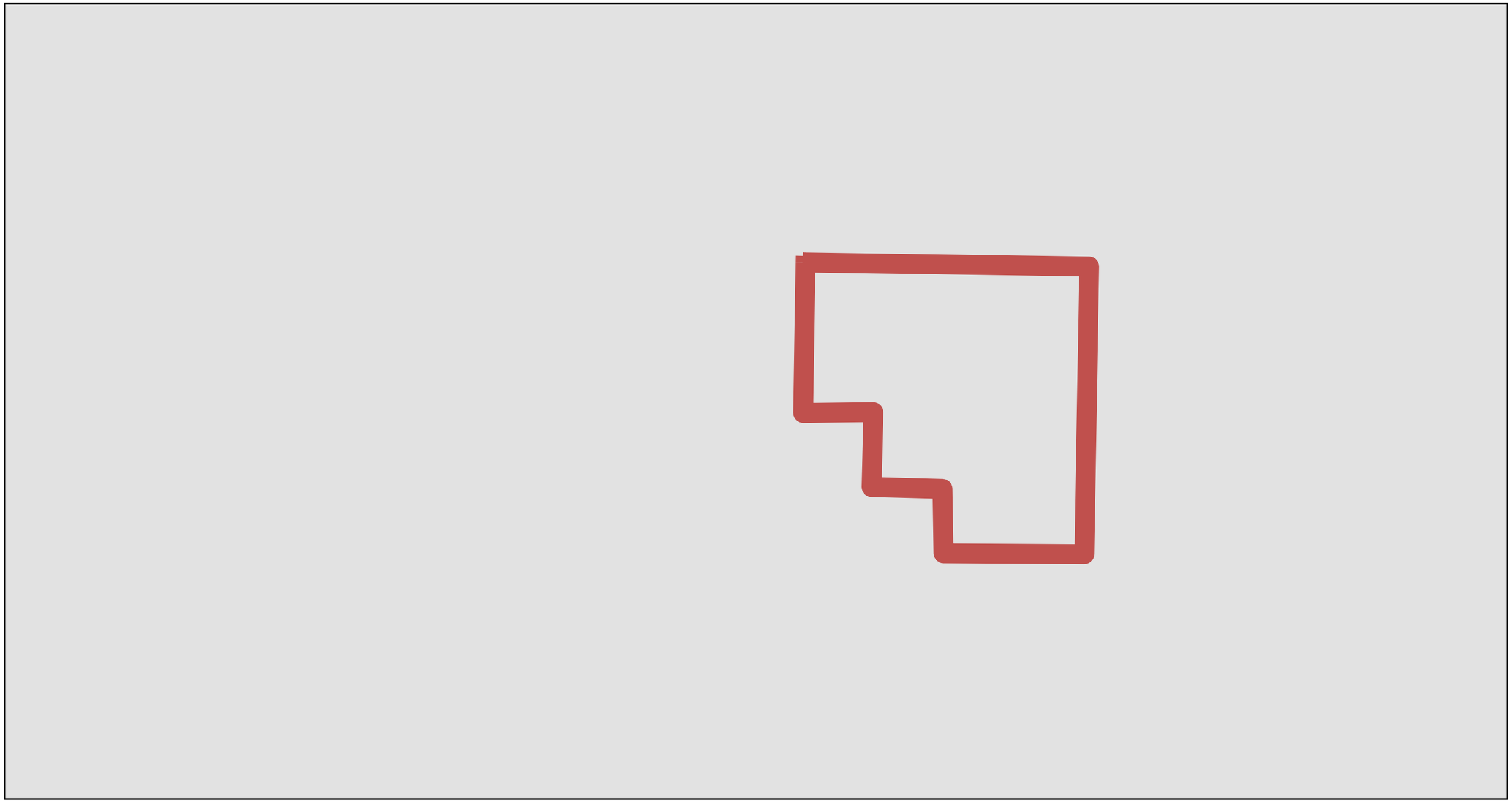
0 0.17 0.35 0.7 km

Florida Fish and Wildlife Conservation Commission-Fish and Wildlife Research Institute, SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

TRGIS User

Disclaimer: This graphical representation is provided for informational purposes and should not be considered authoritative for navigational, engineering, legal, and other uses.

# Selvitz PD Black Bear Habitat & Range Map



9/29/2023, 6:38:52 PM

Override 1

Black Bear Range - Florida

- Frequent
- Common
- Occasional
- Rare

Lake Vegetation - Central Florida

- 1000
- 5200
- 6100
- 6181
- 6200
- 6301
- 6410
- 6410-6440
- 6411
- 6412
- 6412-6414
- 6412-6420
- 6412-6421
- 6412-6423
- 6412-6442
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- 6423-6445
- 6424
- 6424-6425
- 6424-6442
- 6425
- 6426
- 6442
- 6444
- 6445
- 6446
- 6450
- Rare Fish

1:11,137

0 0.13 0.25 0.5 mi

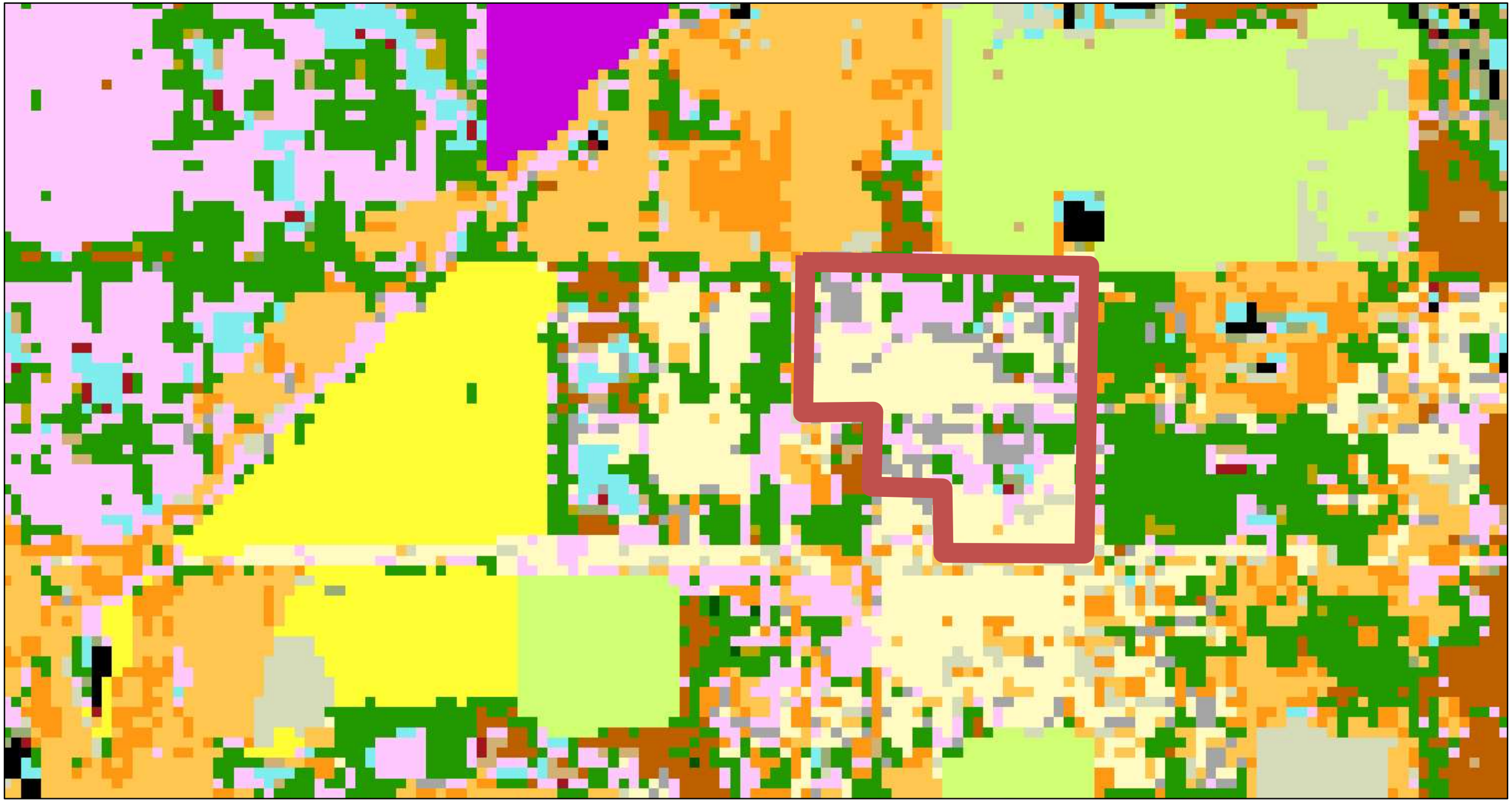
0 0.17 0.35 0.7 km

Florida Fish and Wildlife Conservation Commission-Fish and Wildlife Research Institute, SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

TRGIS User

Disclaimer: This graphical representation is provided for informational purposes and should not be considered authoritative for navigational, engineering, legal, and other uses.

# Selvitz PD Land Use & Land Cover Map



9/29/2023, 6:34:24 PM

1:11,137

0 0.13 0.25 0.5 mi

0 0.17 0.35 0.7 km

Override 1

Vegetative Landcover Classification 2003 (grids)

- 0
- Coastal Strand
- Sand / Beach
- Xeric Oak Scrub
- Sand Pine
- Sandhill
- Dry Prairie
- Mixed Hardwood-pine Forest
- Hardwood Hammocks and Forests
- Pinelands
- Cabbage Palm-live Oak-Hammock
- Tropical Hardwood Hammock
- Freshwater Marsh and Wet Prairie
- Sawgrass Marsh
- Cattail Marsh
- Shrub Swamp
- Bay Swamp
- Cypress Swamp
- Cypress / Pine / Cabbage Palm
- Mixed Wetland Forest
- Hardwood Swamp
- Hydric Hammock
- Bottomland Hardwood Forest
- Salt Marsh
- Mangrove Swamp
- Scrub Mangrove
- Tidal Flats
- Open Water
- Shrub and Brushland
- Grassland
- Bare Soil / Clearcut
- Improved Pasture
- Unimproved Pasture
- Sugarcane
- Citrus
- Row and Field Crops
- Other Agriculture
- Exotic Plants
- Australian Pine
- Melaleuca
- Brazilian Pepper

Florida Fish and Wildlife Conservation Commission-Fish and Wildlife Research Institute, SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

TRGIS User

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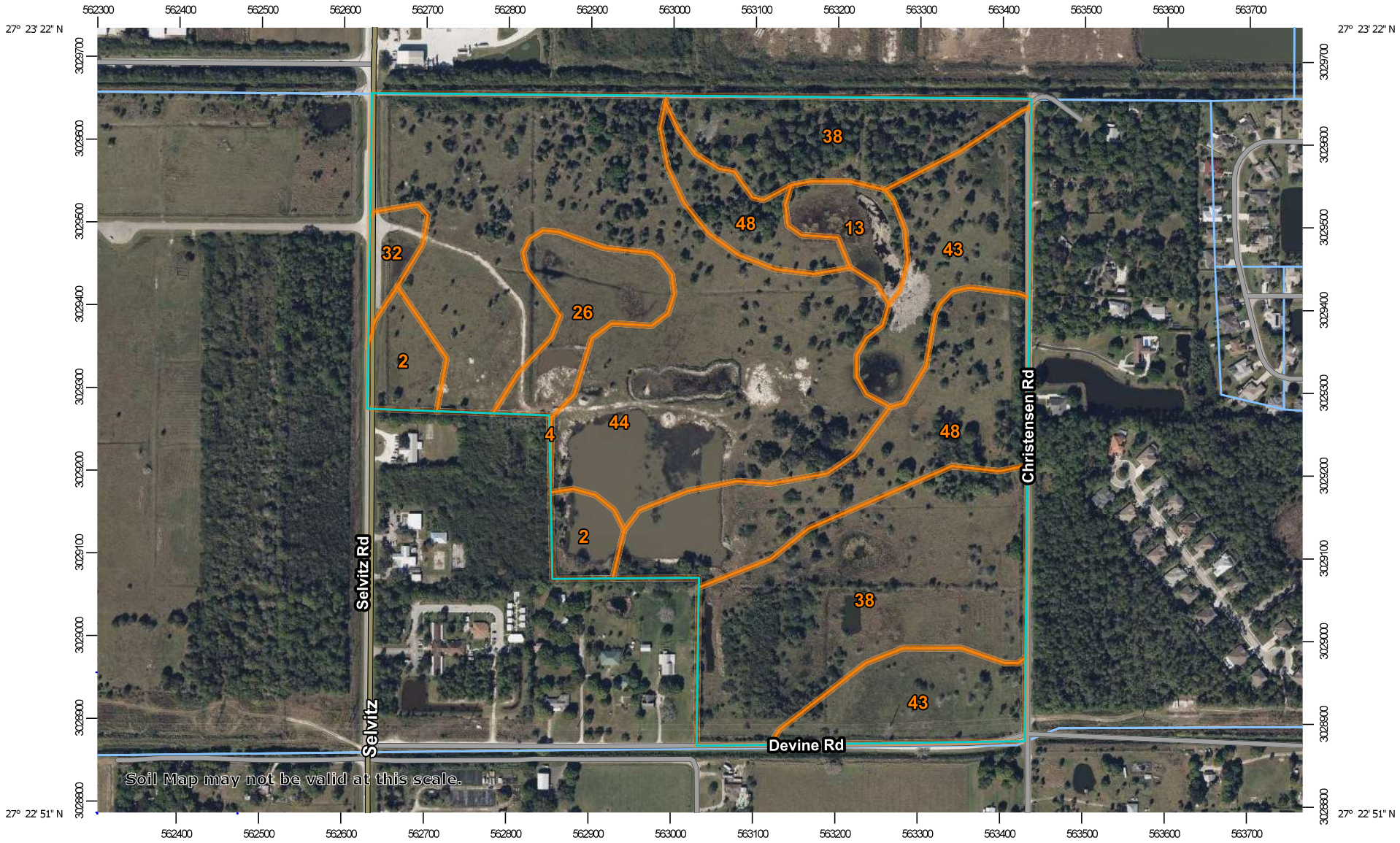
# Soil Map—St. Lucie County, Florida




Map Scale: 1:6,700 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 50 100 200 300

Feet
0 300 600 1200 1800

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

## MAP LEGEND

**Area of Interest (AOI)**

- Area of Interest (AOI)

**Soils**

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

**Special Point Features**

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

**Water Features**

- Streams and Canals

**Transportation**

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**

- Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 16, Sep 2, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

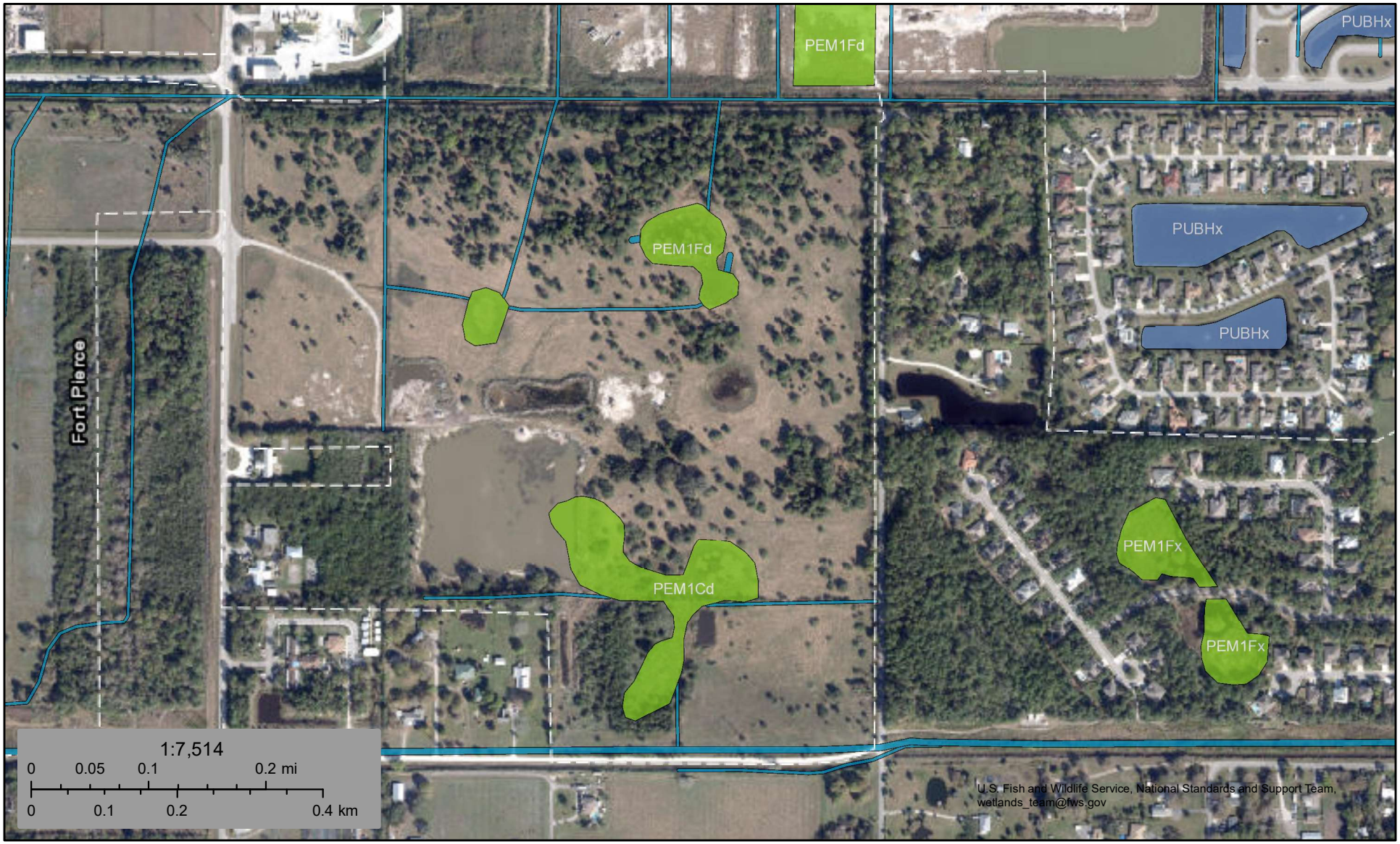
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| 2 | Ankona and Farmton sands | 4.6 | 3.7% |
| 4 | Arents, 0 to 5 percent slopes | 0.0 | 0.0% |
| 13 | Floridana sand, frequently ponded, 0 to 2 percent slopes | 3.1 | 2.5% |
| 26 | Oldsmar sand, depressional | 5.7 | 4.6% |
| 32 | Pineda sand, 0 to 2 percent slopes | 1.6 | 1.3% |
| 38 | Riviera fine sand, 0 to 2 percent slopes | 29.9 | 24.0% |
| 43 | Susanna and Wauchula sands | 15.8 | 12.7% |
| 44 | Tantile and Pomona sands | 45.2 | 36.3% |
| 48 | Wabasso sand, 0 to 2 percent slopes | 18.6 | 15.0% |
| **Totals for Area of Interest** | | **124.6** | **100.0%** |

U.S. Fish and Wildlife Service
National Wetlands Inventory

# Selvitz Road Planned Development




September 29, 2023

**Wetlands**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

June 16, 2023

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950
772-467-3741

**Project Name:** Selvitz Road Mixed-Use
**Project Type:** Planned Development
**Project Number:** TRC 22-06000008

Dear Vennis,

Please accept this comment response letter for the final TRC comments provided in April 2023. Revised documents and plans are included in this resubmittal. Please note that staff comments have been divided into two response letters for the two separate applications. Not all staff comments are shown on both response letters.

**Traffic Reviewer**

1. Table 7 Trip Generation – Rezoning shows a greater number of AM peak hour and PM peak hour rezoning trips than Table 5 – Proposed Future Land Use with Restrictions. Please revise intensities within Table 7 to calculate a PD zoning trip generation less than or equal to FLU trips within Table 5.

Response: The trip generation of the rezoning (Table 7) is more than the future land use (table 5) because the rezoning assumes no current use on the land and thereby provides a conservative analysis of the impact of the rezoning to the adjacent roadway network. No changes to the report are needed.

If you have any questions regarding this project, please do not hesitate to contact us at 561-747-6336.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

May 9, 2023

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950
772-467-3741

**Project Name:** Selvitz Road Mixed-Use

**Project Type:** Future Land Use Map Amendment and Planned Development

**Project Number:** TRC 22-06000008

Dear Vennis,

Please accept this comment response letter for the final TRC comments provided in April 2023. Revised documents and plans are included in this resubmittal. Please note that staff comments have been divided into two response letters for the two separate applications. Not all staff comments are shown on both response letters.

**Planning Department**

1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, the Planned Development Final Site Plan must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): *Phasing*. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking, or the traffic flow of the completed phases. A development phasing schedule indicating:
    a. The approximate date when construction of the project can be expected to begin.
    b. The number of phases in which the project will be built and the approximate date when construction for each phase can be expected to begin and be completed.
    c. A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

Response: Comment acknowledged. Phasing of the project will comply with City Code Sections 125-212(b)(6) and 125-212(c)(1)(c). This note has been added to Sheet 1 of the PD Plan.

2. Per City Code Section 125-212(c)(1)(e), any site plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

Response: All future site plan applications will be in compliance with the Fort Pierce Code Sections or with the standards and regulations listed on pages 1 and 2 of the PD site plan.

3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).

Response: Acknowledged, the proposed bubble plan depicts the required open space breakdown and meets the requirement for 20%.

4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

Response: A major PD amendment will be submitted for the single-family PD portion of this project. The villa section to the east, multifamily area, and light industrial area will be in compliance with the development standards and codes listed on this PD rezoning bubble plan.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of the Planned Development Zoning.

Response: Acknowledged, per Section 125-212(b), the PD Site Plan that was submitted for this application, along with the additional submittal items provided for this rezoning, is found in compliance. This compliance is in form of the listed development standards and regulations listed on the plan.

6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

Response: Per the environmental assessment provided, a wetland jurisdictional determination was performed on site under Permit No. 56-03396-P. This documentation was provided to the City in this application and will also be provided at time of future applications for this site.

7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

Response: Per the environmental assessment provided, gopher tortoise burrows were not present during the July 12, 2022, pedestrian transect survey of the entire site, confirming this requirement. This will also be provided at time of future applications.

8. Prior to submittal of Final PD site plan, and if required by the USDWS, a Wood Stork Foraging Habitat Assessment shall be carried out on site.

Response: Acknowledged.

9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site Plan.

Response: A detailed stormwater and drainage plan will be submitted for each individual site plan application for the subsequent phases of development.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

Response: Comment acknowledged. Currently, the property is owned by three entities, Selvitz I, Selvitz II, and Selvitz III. These are all owned by the applicant, Don Stevenson. Unified control will be maintained for the PD consistent with City code.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

Response: This information is included in the PD Site Plan that is currently under review for approval. The subsequent site plan applications for each phase will provide further details on the location of buildings, parking areas, etc, and will be in compliance with the standards set forth in the PD Site Plan.

12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units, parcel sizes, proposed lot coverage of buildings and structures, residential gross densities, total amount of open space, and total amount of nonresidential acreage.

Response: This information is included in the PD Site Plan, please see Sheet 1 and 2 of the PD plan.

13. The Final PD site plan shall include all agreements, provisions, and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

Response: Comment acknowledged. Any future site plan or PD amendment plan will provide platted dedications of maintenance responsibilities.

14. The Final PD site plan shall contain the following information, at minimum:
    a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.

Response: Landscape typicals are included in the PD Rezoning application. More detailed landscape plans and irrigation plans will be provided at individual phase Site Plan submittals.

    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.

Response: These will be provided at time of individual phase Site Plan submittals.

    c. The location, size and height of present and proposed buildings and structures.

Response: Maximum building heights and building types are listed in the development standards table. Location will be determined at time of site plan submittal.

    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.

Response: Roadways and other common area spaces for public use will be provided and dedicated on the subdivision plat drawings.

    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.

Response: Vehicular systems as described will be provided and dedicated on the subdivision plat drawings.

    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.

Response: Pedestrian circulation will be provided and dedicated on the subdivision plat drawings.

    g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

Response: This level of detail is not available at “bubble plan” level, it will be shown at site plan application.

    h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

Response: A buffer typical section is shown on Sheet 1 of the conceptual Landscape Plan, which includes a 6’-8’ wall or fence. The rest of these items will be shown at site plan application and are not appropriate for a bubble plan.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

Response: Acknowledged, this will be done prior to issuance of any Building Permit.

16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

Response: Acknowledged, this will be done at the appropriate time.

**Engineering Department**

1. The Engineering Department recommends approval of the FLUMA and PD applications.

Response: Acknowledged.

Traffic Report

2. Selvitz Road, Devine Road, and Christensen Road are Saint Lucie County roadways. Other roadways impacted by the proposed development are either Saint Lucie County or FDOT. Please coordinate the Traffic Report with Saint Lucie County, FDOT, and the St. Lucie TPO. Please provide their concurrence or comments with subsequent submittal.

Response: Acknowledged.

Environmental Report

3. Is there any indication the Crested Caracara will be impacted?

Response: The habitat on site is highly disturbed and not likely utilized by the crested caracara. Most sightings in this area are found west of I-95. We do not feel they would use this site being as isolated and disturbed as it currently is.

4. Prior to conducting any land disturbing activities, the applicant shall provide the appropriate Gopher Tortoise survey.

Response: A 100% gopher tortoise survey will be provided prior to clearing activities.

General Comments

5. City Code Section 125-212 lists the requirements for submittal of a PD. While the information provided in this submittal does not meet the full requirements of the aforementioned section, per coordination with the Planning Department it is understood that this is a conceptual submittal "bubble plan" and future submittals will meet code requirements.

Response: As discussed with City of Fort Pierce Planning staff and Planning Director, the conceptual "bubble plan" is sufficient for the PD rezoning application in place. Once the PD rezoning is approved, a site plan application will be filed for each individual phase. These site plans will comply with the standards and regulations established in this conceptual PD plan or Fort Pierce code, and will therefore not require a PD amendment, as there will be nothing to amend in the approved PD.

6. Drainage is preliminary, a full review will be completed at future submittals. Permits from SFWMD and NSLRWCD will be required.

Response: The SFWMD Permit No. 56-03396-P issued in September 2016 was included as an item in the last submittal.

**Traffic Reviewer**

1. Please clarify how historical growth rates were calculated within Table 2.

Response: The average annual growth rate on each road segment is estimated using a best-fit-line. The resulting slope of the line is an annual daily growth rate in vehicles. The annual growth in daily vehicle traffic on each road was totaled (total annual growth). The most current AADT volume on each road was totaled (total network volume). The total annual growth was divided by the total network volume to arrive at the weighted average growth rate for the area.

Future Land Use Change Analysis

2. Please include an Industrial (I) future land use within the proposed maximum future land use analysis for the project site.

Response: The study uses retail and office use, which is more conservative related to trip generation and impact.

3. Please verify the proposed future land use intensities provided in Table 1A. It appears the maximum residential intensity should be 737 dwelling units which provides a remainder of 4,814,251 square feet (assuming a maximum FAR of 1.5) that can be used for retail, office, and industrial uses.

Response: The maximum number of dwelling units is 1,842 (15 x 122.8) because the proposed use is MXD, which allows for full use of the property for density purposes.

4. Please use ITE Land Use 210 – Single-Family Detached Housing for the existing future land use and zoning trip generation as this land use is more intense than ITE Land Use 215 – Single-Family Attached Housing.

Response: Acknowledged, the study is updated to Use Land 210 for the existing FLU.

Rezoning Analysis

5. Please verify the land uses and intensities within Table 1B match the conceptual site plan.

Response: The residential use was increased to 799 Dus to match the PD plan.

6. Please verify the most intense land use code that is allowable for each zoning designation is utilized within the rezoning analysis.

Response: The analysis is revised to include office as an existing use within the PD light industrial district because it is permitted within I-1.

7. Please verify the maximum rezoning number of dwelling units matches for the Single-Family Attached land use (ITE LUC 215) within table 1B, Rezoning Analysis – Maximum Use section, and Table 7.

Response: The residential use was increased to 799 Dus to match the PD plan and conservatively 474 Dus could be single family detached homes.

8. Please verify the roadway segment limits and associated capacities match the latest St. Lucie TPO Traffic Counts and LOS Report within the roadway segment analysis. If planned roadway capacity improvements have construction funding within the study horizon, please include within the analysis.

Response: The roadway segments and capacities will be adjusted to match the St. Lucie TPO traffic counts and LOS Report for this analysis. The St. Lucie TPO capacities are now 10 years out of date from current FDOT standards and will not continue to be used in the future.

If you have any questions regarding this project, please do not hesitate to contact us at 561-747-6336.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

February 7, 2023

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950
772-467-3741

**Project Name:** Selvitz Road Mixed-Use

**Project Type:** Future Land Use Map Amendment

**Project Number:** TRC 22-06000008

Dear Vennis,

Please accept this comment response letter for the final TRC comments provided on December 15, 2022. Revised documents and plans are included in this resubmittal. Please note that staff comments have been divided into two response letters for the two separate applications. Not all staff comments are shown on both response letters.

**Engineering Department**

1. Preliminary plat approval is required prior to issuance of DPCR approval.

Response: Acknowledged, a plat application will be submitted at the appropriate time.

Traffic Report

2. Selvitz Road, Devine Road, and Christensen Road are Saint Lucie County roadways. Other roadways impacted by the proposed development are either Saint Lucie County or FDOT. Please coordinate the Traffic Report with Saint Lucie County, FDOT, and the St. Lucie TPO. Please provide their concurrence or comments with subsequent submittal.

Response: St. Lucie County provided comments. The study will be sent to the TPO and FDOT.

3. Page 3- confirm historical growth rate with St. Lucie TPO; confirm negative 4.5% growth rate for 25th Street.

Response: Confirmed. Growth rate for the period from 2017 to 2021 on this road was negative.

4. How was data for 2020/2021 handled with regard to COVID impacts?

Response: MEP used FDOT data and TPO data, which adjusts for seasonality and day of the week. No specific Covid Adjustments were made.

5. Page 4- Long Term project for Midway Road is from Glades Cut Off Road to Jenkins Road.

Response: Limits of project on page 4 have been revised.

Environmental Report

6. The report references that State and Federal jurisdictional wetlands are present on site. Please provide an updated survey and development plan depicting the location and size of these wetlands.

Response: Please see issued ERP from the SFWMD depicting wetland limits and acreages. The updated survey attached shows these wetlands.

7. Advisory Comment: Prior to conducting any land disturbing activities the applicant shall provide the appropriate Gopher Tortoise survey.

Response: A Gopher Tortoise survey will be submitted prior to any land clearing activities.

Survey Comments

8. The submitted survey did not include any topographic information, please provide the appropriate topographic survey as per Section 119.

Response: Please see updated Boundary and Topographic Survey signed 1/25/23.

**Building Department Technical Review Committee (TRC)**

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.

Response: Acknowledged.

2. Any construction will need to meet the requirements of the Florida Building Code 7$^{th}$ Edition.

Response: Construction will meet the requirements of the Florida Building Code 7th Edition.

3. Must meet the following Accessibility requirements:
    - Accessible route
    - Handicapped parking spaces
    - Means of egress

Response: The future site plan applications for this project will show these accessibility requirements.

4. Building Permit required.

Response: Building permits will be applied for at the appropriate time.

5. Signed and sealed construction drawings required.

Response: Construction drawings will be provided with upcoming site plan submittals.

6. Will need to meet the Fire Code.

Response: The development will be in compliance with the Fire Code.

**Fort Pierce Police Department TRC Meeting**

1. No comments at this time regarding the project itself. With regarding to the City of Fort Pierce Strategic Planning, please bear in mind the addition of nearly 600 family homes may require consideration with regards to policing services and the impact upon the department's responses to calls for service.

Response: Acknowledged.

**Fort Pierce Utilities Authority**

FPUA W/WW Engineering

1. Concept approved.
   Water and wastewater (via force main) services are available to serve the subject property. 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 attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468.

Response: Acknowledged.

FPUA Electric & Gas Engineering

1. Electric & Gas Engineering Department has reviewed the application – TRC Selvitz Rd – 4200 Selvitz rd. Approved.

   Electric service- 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). 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

   Note: FPUA will make every effort to accommodate new developments and upgrades to existing services as much as possible with on-hand material, while maintaining a responsible maintenance stock. However, in most cases, the provision of service is entirely dependent on the lead times provided by equipment manufacturers. Certain key items could be unobtainable for over a year.

Response: Acknowledged.

**SLC Public Works- Engineering**

1. The proposed project imposes a considerable increase in allowable traffic loading that may not be supportable at this time with existing infrastructure. The plans do not indicate any mitigation/improvements to the area infrastructure to support the increase. The County requests more public benefits for the additional impacts.

Response: Mitigation/Improvements will be identified through the site plan application and traffic concurrency process. The current study is for a future land use amendment and rezoning only.

2. Advisory: Selvitz Road is identified on the County's Right-Of-Way Protection Plan. A ROW Dedication of up to 30 FT will be required along Selvitz Road. The amount will be determined upon response and further evaluation.

Response: Acknowledged. ROW dedication will be identified through the site plan application. The current application is for a future land use amendment and rezoning only.

3. A minimum 6 FT sidewalk is required along adjacent Selvitz road Right-of-Way. The Board of County Commissioners may authorize the applicant to pay a Fee-in-lieu of construction of the sidewalk. Advisory: Selvitz Road is identified on the County's Greenways and Trails Master Plan. A 12 FT wide Multi-Use path may be required. The specifics are to be determined.

Response: Acknowledged. Improvements and conditions will be identified through the site plan process. The current application is for a future land use amendment and rezoning only.

4. Christensen Road is a substandard roadway. The existing width is identified as 50'. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 10 will be required for dedication.

Response: Acknowledged. ROW dedication will be identified through the site plan application. The current application is for a future land use amendment and rezoning only.

5. Devine Road is a substandard roadway with the current path located entirely with the NSLWCD ROW. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 70 will be required for dedication.

Response: Acknowledged. ROW dedication will be identified through the site plan application. The current application is for a future land use amendment and rezoning only.

6. A minimum 5 FT sidewalk is required along adjacent Christensen and Devine Road Right-of-Ways. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk.

Response: Acknowledged. Improvements and conditions will be identified through the site plan process. The current application is for a future land use amendment and rezoning only.

7. If a County Comprehensive Plan amendment is necessary for this project, that filing is the responsibility of the applicant.

Response: There is no need for a St. Lucie County Comprehensive Plan Amendment for this project to move forward as it is entirely within Fort Pierce.

8. The TIA will be provided to a third party for review and comments. Please provide written acknowledgement of fee reimbursement to begin the review process.

Response: Acknowledged. The current application is for a future land use amendment and rezoning only.

9. Page 4 of the TIA indicates Short-Term programmed roadways. The County does not have Edwards Roadway west of 25th Street programmed. The Long-Term roadways are identified as needs. At this time, no budget prep has begun. The adopted ROWPM identifies Selvitz as an ultimate 160' ROW.

Response: The statement is removed from the report. However, be aware that the County's Capital Improvement Plan (shown on PDF page 46) identifies Edward Road widening and allocates $13,500,000 between FY 2024 and FY 2026.

10. There appears to be conflicting information in the trip allowance. This will be further evaluated with the review of the report.

Response: The future land use amendment traffic study recommends limiting the maximum use that can be constructed on the land to maintain compliance with the 2045 Long Range Transportation Plan.

11. The proposed layout includes as access at Energy Lane. This will require signalization. The southern proposed access will require further evaluation on the allowable movements based on the proximity to a signalized intersection.

Response: Any access shown on the zoning plan is conceptual in nature and will be evaluated in further detail during the site plan application process.

12. For discussion regarding these comments and response, please contact me at 772-462-1491, haysd@stluciecounty.org.

Response: Acknowledged.

If you have any questions regarding this Future Land Use Amendment application, please do not hesitate to contact us at 561-747-6336.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# Application for Future Land Use Map Amendment

☒ Future Land Use Map Amendment – Large Scale (>10 acres)

☐ Future Land Use Map Amendment – Small Scale (<10 acres)

In accordance with Chapter 163.3187, Florida Statutes, The City of Fort Pierce will consider applications for land use changes on parcels in excess of 10 aces ("Large Scale Amendments") only twice each calendar year. The City Commission will consider applications for land use changes on parcels less than or equal to 10 acres with a maximum density of 10 units per acres or less at any time during the calendar year. You are encouraged to schedule a pre-application meeting with the planning staff and to submit your application up to three months in advance of the application deadline.

**Application submission shall include the following:**

•**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**Planning Board**: One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

**In addition to a complete application, packets shall include:**

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: Selvitz Rd between Devine Rd and Canal 101
2. Property Tax ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4
3. Total Acreage: 122.8 +/-
4. Existing Future Land Use Designation: RL
5. Existing Zoning Classification: R-1
6. Proposed Zoning Classification: PD
7. Other applications being submitted concurrent with this application, if any: Rezoning application, site plans
8. Describe the existing uses, improvements and structures on the amendment lands:
   There are currently no existing structures or improvements on the project site.
9. Are there any identified or possible historical structures on the amendment lands? No
10. The reason for making this request:
    A mixed-use land use would allow the site to have multiple zoning districts, ensuring appropriate transition between the surrounding low density residential and industrial uses.

11. **Capacity Analysis:**

**I. Site Data:**

| | Existing Use | Future Land Use | Zoning |
|---|---|---|---|
| **North** | Industrial | HI | I-3 |
| **South** | Residential, Institutional | RS (SLC), INST | AR-1 (SLC), OS-1 |
| **East** | Residential | RL, RS (SLC) | PD, AR-1 (SLC) |
| **West** | Vacant | I | I-1 |

| | Future Land Use | Zoning Classification | Maximum Intensity<br>Residential: Dwelling Units per Acre<br>Other: Square Footage | Total Acreage | Flood Zone |
|---|---|---|---|---|---|
| **Current** | RL | R-1 | <4 du/ac | 122.8 | X |
| **Proposed** | MXD | PD | Gross 4.6 du/ac | 122.8 | 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 0.125 x 678,229 = 84,779 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| Current Zoning | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| Proposed Zoning | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| **Change in Demand** | **Total gallons per day** 111,819 gpd proposed increase |

| 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 0.1 x 678,229 sf = 67,823 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| Current Zoning | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| Proposed Zoning | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| **Change in Demand** | **Total gallons per day** 94,863 gpd proposed increase |

**C. Parks and Recreation (Residential Classifications Only):** 1,547 + 44,227 = 45,774
(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 | 0 | 30.940 | 30.94 |
| **Urban District** | 5 acres per 1,000 people | 0 | 7.735 | 7.735 |
| **Community** | 2.5 acres per 1,000 people | 0 | 3.867 | 3.867 |
| **Neighborhood** | 1.36 acres per 1,000 people | 0 | 2.104 | 2.104 |

**D. Public Schools (Residential Classifications Only):** SF: 244du, MF: 351du
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** | West Gate K-8 School | Fort Pierce High School |
| **City** | Port St. Lucie | Fort Pierce |
| **Distance** | 5.8 miles | 2.7 miles |
| **Current Zoning Enrollment Demand** | 491 units x 0.405 = 199 students x 70% = 139 | 491 units x 0.405 = 199 students x 30% = 60 |
| **Proposed Zoning Enrollment Demand** | (244 x 0.405)+(351 x 0.207) = 172 students x 70% = 120 | (244 x 0.405)+(351 x 0.207) = 172 students x 30% = 52 |
| **Change in Demand** | -19 | -8 |

**E. Solid Waste:**
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** | 66 yards serve 491 |
| **Proposed Zoning** | 79 yards serves 565 |
| **Change in Demand** | 13 yards |

| **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** | TBD |

| **G. Transportation Analysis:** Most recent ITE Code for use; HCM Roadway Capacity | | |
|---|---|---|
| | **AADT** | **AM/PM Peak Hour Trips** |
| **Demand Analysis** | Maximum | Maximum |
| **Current Zoning** | 4116 | 299/418 |
| **Proposed Zoning** | 6375 | 496/536 |
| **Change in Demand** | Trips 2259 | Trips 197/118 |
| **Impact to Capacity** | Capacity is adequate for rezoning | |

**12.** Name of Owner(s): Selvitz I LLC, Selvitz II LLC, Selvitz III LLC - Donald Stevenson
Mailing Address: 631 US Hwy 1, Suite 409
City North Palm Beach State FL Zip 33408
Phone # 561-653-1104
E-mail: ds@usrex.com

**13.** Name of Applicant: Cotleur & Hearing - Daniel Sorrow
Mailing Address: 1934 Commerce Ln, Suite 1
City Jupiter State FL Zip 33458
Phone # 561-747-6336 Fax #
E-mail: dsorrow@cotleur-hearing.com

**14.** Name of Representative: Same as Applicant
Mailing Address:
City State Zip
Phone # Fax #
E-mail:

**15. Applicant Acknowledgements** (Owner's signature must be notarized)

I certify that: (Check One)

☐ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature

Date 8.31.22

1934 Commerce Ln, Suite 1, Jupiter
Address

State FL 33408 Zip

561-747-6336 dsorrow@cotleur-hearing.com
Phone Fax E-mail Address

16. **Property Owners 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 for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Donald W Stevenson 561-653-1104
Property Owner's Name (Please Print) Phone

631 US Hwy 1, Suite 409, North Palm Beach FL 33408
Address State Zip

Property Owner's Signature

9/1/22
Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 1 day of September, 20 22, by Donald Stevenson who is personally known to me or has produced FL DL as identification.

Signature of Notary (seal)

MARIA J LIBBY
Notary Public - State of Florida
Commission # GG 331592
My Comm. Expires Jul 30, 2023
Bonded through National Notary Assn.

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

February 23, 2022

Planning Department
Fort Pierce
Planning Department
100 N US Hwy 1
Fort Pierce, FL 34950

Subject: Owner Consent – Selvitz Road Mixed Use

Dear Planning Staff,

Please be advised that the undersigned is the owner of the 122.8-acre project site located along Selvitz Road, Devine Road, and Christensen Road. The undersigned hereby gives consent to Cotleur & Hearing to file a comprehensive plan amendment application, rezoning applications, site plan applications, any similar Planning and Development Services application, and to carry out discussions and meetings with Fort Pierce as it relates to the owner of the site and the Selvitz Road Mixed Use project.

For:
Donald Stevenson
Signatory Authority

2/22/22
Date

Signature

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4913061 OR BOOK 4671 PAGE 1132, Recorded 08/23/2021 09:25:32 AM Doc Tax: $15867.60

Prepared by and return to:
**David Carlton Tassell**
**Counselors Title Company, LLC**
**941 North Highway A1A**
**Jupiter, FL 33477**
File Number: **6748.739**

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **10th** day of **August, 2021** between **Midway St. Lucie, LLC, a Foreign limited liability company** whose post office address is **675 W. Indiantown Road, Suite 103, Jupiter, FL 33458**, grantor, and **Selvitz I, LLC, a Florida limited liability company** whose post office address is **631 U.S. Highway One, Suite 409, North Palm Beach, FL 33408**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County**, **Florida** to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**Parcel Identification Number: 2432-211-0006-000/3**

**Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020** and matters known to Grantee or of record.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4913068 OR BOOK 4671 PAGE 1187, Recorded 08/23/2021 09:30:02 AM Doc Tax: $7964.60

Prepared by and return to:
**David Carlton Tassell**
**Counselors Title Company, LLC**
**941 North Highway A1A**
**Jupiter, FL 33477**
File Number: **6748.740**

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **10th** day of **August, 2021** between **Midway St. Lucie LLC, a Foreign limited liability company** whose post office address is **675 W. Indiantown Road, Suite 103, Jupiter, FL 33458**, grantor, and **Selvitz II, LLC, a Florida limited liability company** whose post office address is **631 U.S. Highway One, Suite 409, North Palm Beach, FL 33408**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**Parcel Identification Number: 2432-211-005-000/6**

**Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020 and matters known to Grantee or of record.**

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4913078 OR BOOK 4671 PAGE 1245, Recorded 08/23/2021 09:43:48 AM Doc Tax: $4168.50

Prepared by and return to:
**David Carlton Tassell**
**Counselors Title Company, LLC**
**941 North Highway A1A**
**Jupiter, FL 33477**
File Number: **6748.741**

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **10th** day of **August, 2021** between **Midway St. Lucie, LLC, a Foreign limited liability company** whose post office address is **675 W. Indiantown Road, Suite 103, Jupiter, FL 33458**, grantor, and **Selvitz III, LLC, a Florida limited liability company** whose post office address is **631 U.S. Highway One, Suite 409, North Palm Beach, FL 33408**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County**, **Florida** to-wit:

**THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.**

**Parcel Identification Number: 2432-343-0001-000/4**

**Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1132)

SELVITZ I, LLC

TRACT A

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1187)

SELVITZ II, LLC

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

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LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1245)

SELVITZ III, LLC

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

October 12, 2022

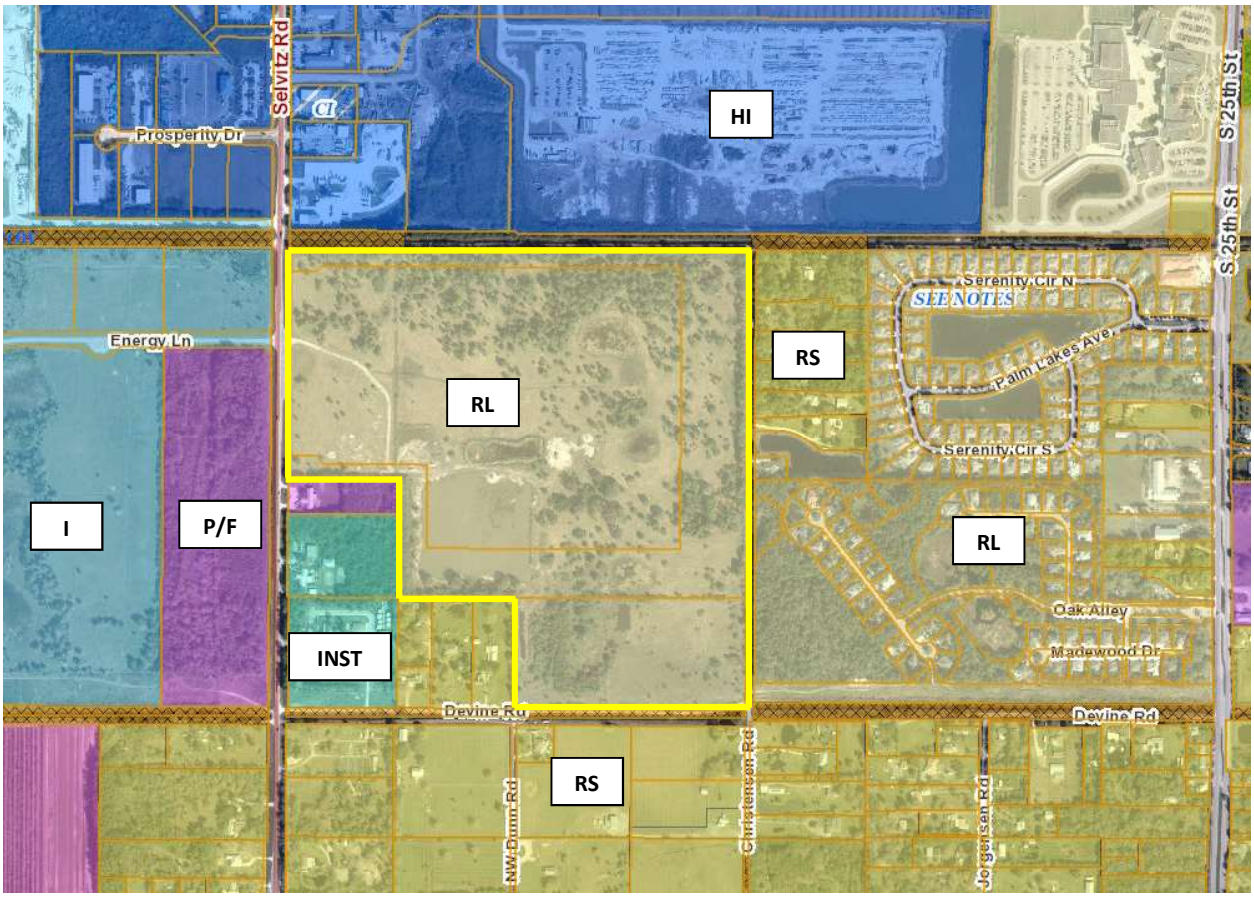
Vennis Gilmore
Planning Department
100 North US 1
Fort Pierce, FL 34950

**Subject: Selvitz Road Mixed Use – Justification**

**Application: Future Land Use Amendment to MXD**

Dear Vennis,

Please accept this letter as the justification for the land use amendment proposed on the Selvitz Road property, located between Selvitz Road, Christensen Road, Devine Road, and Canal No. 101. The land use amendment will change the existing low density residential (RL) land use to mixed use (MXD). This site is an optimal location for MXD land use, as a mix of uses would allow for best and most compatible transitions between the adjacent residential uses (RL in Fort Pierce and RS in St. Lucie County), institutional uses (INST), industrial / heavy industrial uses (I / HI), and public uses (P/F in St. Lucie County). Below is an image of the land uses surrounding the project site (outlined in yellow).



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Because of the number of land uses and their significant differences in uses and intensities, an MXD land use on this site would authorize the developer to create greater compatibility with the adjacent uses. Although the current RL site is separated from the HI uses by the Canal No. 101 right-of-way (approximately 100ft in width), an MXD designation would ensure greater separation between the industrial use and potential future residences. The potential uses for this site in future could be light industrial to allow for uses such as self-storage facilities, high-density residential to provide a transition to lower-density residences, medium-density residential, and low-density residential. These varying types of uses will promote adequate transitioning and buffering within the development. The developer will consequently file a rezoning application for the entire site to rezone the existing R-1 designation to Planned Development (PD).

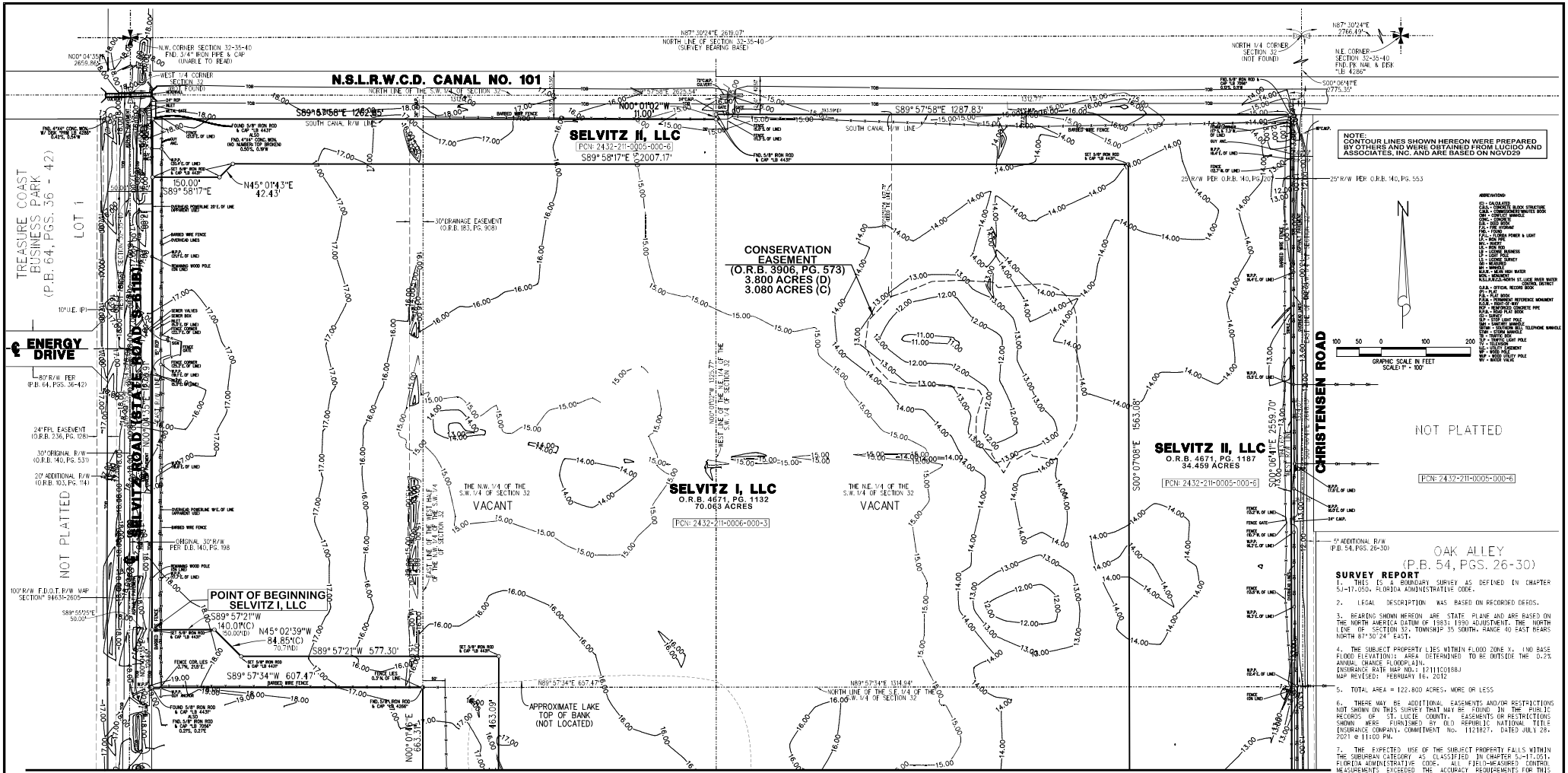
Although the entire site will be amended to MXD, allowing up to 15 dwelling units per acre, the gross density of the site will be capped at 5 dwelling units per acre. This would ensure the appropriate densities and intensities are designated in the best possible locations for an adequate transition between uses.

If you have any questions about this application, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458




**LEGAL DESCRIPTION: SELVITZ II, LLC** (OFFICIAL RECORD BOOK 4671, PAGE 1187)

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198; AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

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**LEGAL DESCRIPTION:** (OFFICIAL RECORD BOOK 4671, PAGE 1132)
TRACT A **SELVITZ I, LLC**

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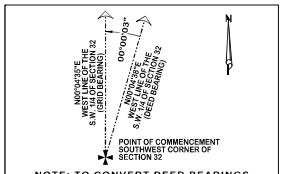


**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY \ AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE**

SCHEDULE B-II \ COMMITMENT No. 1121827 \ DATED: JULY 28, 2021@11:PM

| | | | |
|---|---|---|---|
| A | ● | C | 1.) Defects, Liens, encumbrances, adverse claims or other matters, if any |
| A | ● | C | 2.) a. General or Special Taxes |
| A | ● | C | b. Rights or claims of parties in possession not recorded in the Public Records |
| A | ● | C | c. Any encroachment, encumbrance, violation, variation or adverse circumstances |
| A | ● | C | d. Easements or claim of easements not recorded in the Public Records |
| A | ● | C | e. Any Tax, or right to a lien, for services, labor or materials furnished |
| A | ● | C | 3.) Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida |
| A | ● | C | 4.) Any Lien provided by County Ordinance or by Chapter 159, F.S. in favor of any city, town, village or port authority |
| A | ● | C | 5.) Rights of the lessee under unrecorded leases. |
| ● | B | C | 6.) deed on Conservation Easement, O.R.B. 3906, Page 573 |

(A) AS SHOWN HEREON (B) AFFECTS PROPERTY, BUT UNABLE TO PLOT (C) DOES NOT AFFECT THE PROPERY

**SURVEY REPORT**

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.

2. LEGAL DESCRIPTION WAS BASED ON RECORDED DEEDS.

3. BEARING SHOWN HEREON ARE STATE PLANE AND ARE BASED ON THE NORTH AMERICA DATUM OF 1983; 1990 ADJUSTMENT. THE NORTH LINE OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST BEARS NORTH 87°30'24" EAST.

4. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X, (NO BASE FLOOD ELEVATION): AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
INSURANCE RATE MAP NO.: 12111C0188J
MAP REVISED: FEBRUARY 18, 2012

5. TOTAL AREA = 122.800 ACRES, MORE OR LESS

6. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY. EASEMENTS OR RESTRICTIONS SHOWN WERE FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 1121827, DATED JULY 28, 2021 @ 11:00 PM.

7. THE EXPECTED USE OF THE SUBJECT PROPERTY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.

8. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE. PREPARED FOR:
SELVITZ I, LLC
SELVITZ II, LLC
SELVITZ III, LLC

9. © COPYRIGHT 2021 BY LIDBERG LAND SURVEYING, INC. THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.

DATE OF SURVEY: JULY 30, 2021 BY:

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

| DATE: | REVISIONS: | BY: |
|---|---|---|
| 07/30/2021 | UPDATE SURVEY 13-040-104 (in office) | LJC. |
| 06/20/18 | ADD CONTOUR LINES PREPARED BY OTHERS 13-040-302 | LJC. |
| 7-29-15 | ADDED LOCATED FLAGGED WETLANDS - FB683 PG77 PCOLS, WO13-040-102 | E.C. |
| 2-12-14 | REVISED CALL TO SOUTH BOUNDARY LINE | E.C. |
| 6-20-13 | REVISED FLOOD ELEVATION INFORMATION ON SURVEYOR'S REPORT | E.C. |

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200
Jupiter, Florida 33458 TEL: 561-746-8454

**BOUNDARY SURVEY**
**SELVITZ ROAD PARCEL**
**PREPARED FOR:**
**SELVITZ I, LLC; SELVITZ II, LLC; SELVITZ III, LLC**

| | | | |
|---|---|---|---|
| CAD. | KVUST \ 323540 \ 13-040 \ 13-040-101 \ 13-040-101.DGN | | |
| REF. | | | |
| FLD. J.F. | FB. | PG. | JOB 13-040-101 |
| OFF. CASASUS | 638 | 78-80 | DATE APRIL 16, 2013 |
| CHD. D.C.L. | SHEET 1 OF 2 | | DWG. D13-040 |

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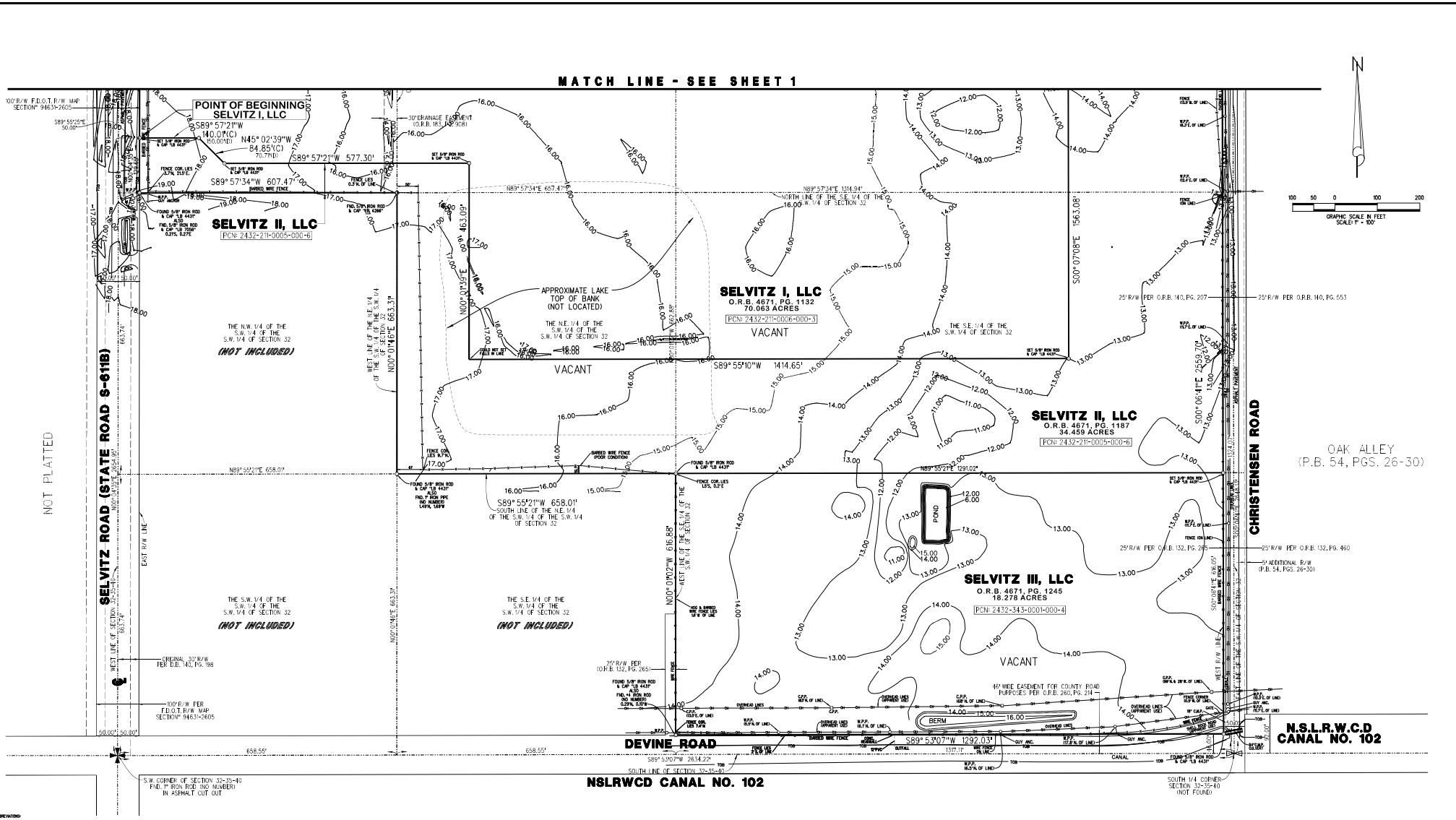


ABBREVIATIONS:
(C) - CALCULATED
C.B.S. - CONCRETE BLOCK STRUCTURE
C.W.B. - CONSEQUENTS WRITTEN BOOK
CMH - CONCRETE MANHOLE
CONC - CONCRETE
D.B. - DEED BOOK
F.H. - FIRE HYDRANT
FND - FOUND
F.P.L. - FLORIDA POWER & LIGHT
I.P. - IRON PIPE
INV - INVERT
I.R. - IRON ROD
LB - LICENSE BUSINESS
LP - LIGHT POLE
LS - LICENSE SURVEY
MH - MEASURED
MM - MANHOLE
MUNI - MUNI HIGH WATER
MON - MONUMENT
N.S.L.R.W.C.D.-NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
O.R.B. - OFFICIAL RECORD BOOK
PI - PLAT
P.B. - PLAT BOOK
P.R.M. - PERMANENT REFERENCE MONUMENT
R.O.B. - ROAD OF WAY
RCP - REINFORCED CONCRETE PIPE
R.P.B. - ROAD PLAT BOOK
SD - SURVEY
SLP - STOP LIGHT POLE
SMH - SANITARY MANHOLE
SBTMH - SOUTHERN BELL TELEPHONE MANHOLE
STMH - STORM MANHOLE
TR - TRAFFIC BOX
TLP - TRAFFIC LIGHT POLE
TV - TELEVISION
UE - UTILITY EASEMENT
WP - WOOD POLE
WOP - WOOD UTILITY POLE
WV - WATER VALVE

| DATE: | REVISIONS: | BY: |
|---|---|---|

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

**BOUNDARY SURVEY**
**SELVITZ ROAD PARCEL**
**PREPARED FOR:**
**SELVITZ I, LLC; SELVITZ II, LLC; SELVITZ III, LLC**

| | | | |
|---|---|---|---|
| CAD. | K:\UST \ 323540 \ 13-040 \ 13-040-101 \ 13-040-101.DGN | | |
| REF. | | | |
| FLD. J.P. | FB. | PG. | JOB 13-040-101 |
| OFF. CASASUS | 638 | 75-80 | DATE APRIL 16, 2013 |
| CKD. D.C.L. | SHEET 2 | OF 2 | DWG. D13-040 |

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Advanced Restoration Ecology

# 2432-211-0006-000-3
# 2432-211-0005-000-6
# 2432-343-0001-000-4

St. Lucie County, FL

## Environmental Assessment

Prepared For:
Selvitz LLC

Prepared By:

Drew Gatewood, MS, PWS
2593 NE Roberta St
Jensen Beach, FL 34957
772-242-7200
813-784-8891

©ARE, Inc. July 2022

The environmental assessment report below has been compiled in accordance with the St. Lucie County Development Review Division and previsions set forth by the state of Florida. The parcels are listed by the St. Lucie County Property Appraiser as Parcel ID numbers 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4. The parcels are a total of 122.8 acres. The property is located on 4300 Selvitz Rd Fort Pierce, FL. The following report describes the findings of our recent on-site review and database research as it pertains to St. Lucie County and the State of Florida.

## LAND USE RECORDS

The St. Lucie County Property Appraiser's Report lists this property as 6000 - GRZNG SLD CP

## SOIL COMPOSITION:

Based on a review of the United State Department of Agriculture's Web Soil Survey database the site's soils are comprised of the following:

***Ankona and Farmton sands*** - The Ankona and Farmton series consists of very deep, very poorly drained, slowly permeable soils. These sands formed in sandy and loamy marine sediments. A water table is within depths of 6 to 18 inches for 1 to 4 months, primarily in the winter and early spring and it is at depths of 18 to 40 inches for 6 months or more during the rest of the year in most years. Ankona and Farmton soils are found in broad flats and depressional areas. Typical vegetation consists of longleaf pine, slash pine, saw palmetto, wax myrtle, gallberry, fetterbush, creeping bluestem, chalky bluestem, lopsided Indiangrass, low panicums and pineland threeawn. Depressional areas are dominated by marsh vegetation consisting of maidencane, cutgrass, sand cordgrass, and St. John's wort.

***Floridana fine sand, frequently ponded, 0 to 2 percent slopes*** - Floridana fine sand is nearly level and poorly drained and found in wet sloughs and depressions. Typically the surface layer is black fine sand about 15 inches thick. The soil is ponded for more than 6 months during most years. The water table is at a depth of less than 10 inches for much of the remainder of the year. Natural vegetation consists of cypress, willow, bay trees, pickerelweed, waxmyrtle, primrose willow, sawgrass, smartweed, and water-tolerant grasses. This soil is too wet for improved pastures, citrus, and cultivated crops unless excess water is controlled and good aeration is maintained.

***Oldsmar Fine Sand, depressional*** - This soil is in wet depressions in the flatwoods and the soil is often ponded for six to nine months. The potential for cultivation is low without aggressive water management. Oldsmar sand is sandy, siliceous, poorly drained and slowly permeable sand. These soils are nearly level and found in broad areas of flatwoods and wet depressional areas. In most years the water stands above the surface for 6 to 9 months or more. These soils are saturated for long periods during the wet season. Natural vegetation includes sandweed, stillingia, longleaf threeawn, maidencane and sand cordgrass. The most common grasses are florida threeawn and pineland threeawn. Water control measures are necessary to overcome excessive wetness. The potential for cultivation is low without aggressive water management. The soil is well suited for pasture and hay crops.

***Pineda Fine Sand , 0 to 2 percent slopes*** - This soil is a nearly level, poorly drained soil in low grassy flats. The water table is typically at a depth of less than 10 inches for 2 to 6 months during wet seasons, and at a depth of 10 to 40 inches for the remaining time.

*Riviera Fine Sand, 0 to 2 percent slopes* - This nearly level soil is poorly drained and has a surficial layer of dark gray sand about four inches thick. The water table is typically at less than 10 inches for two to four months of the year. The soil is well suited for pasture and hay crops. Natural vegetation includes slash pine, cabbage palm, wax myrtle, blue maidencane, broom sedge, pineland threeawn, cord grass, panicums and a variety of sedges. Riviera Fine Sands are loamy, silicious, nearly level and poorly drained soils that formed in beds of sandy and loamy marine sediments. These soils are on broad, low flats and in depressional areas. The water table is within a depth of 10 inches for 2 to 4 months in most years and between a depth of 10 and 30 inches for most of the rest of the year.

*Susanna and Wauchula Sands* - The Susanna series consists of very deep, poorly drained, very slowly permeable soils on broad flats of central and southern Florida. They formed in sandy and loamy marine sediments. Near the type location, the mean annual temperature is about 73 degrees F., and the mean annual precipitation is about 55 inches. Slopes range from 0 to 2 percent.

*Wabasso Sand, 0 to 2 percent slopes* - This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The surface layer is sand about 8 inches thick. The upper 4 inches is black and the lower 4 inches is dark grey. The water table is typically at a depth of less than 10 inches for 1 to 4 months during the wet season, and at a depth of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, running oak, inkberry and fetterbush. Common grasses are threeawn and bluestem. The soil has severe limitations for cultivated crops and citrus due to wetness. The soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

## WILDLIFE EVALUATION:

On July 12, 2022, ARE conducted pedestrian transects across 100% of the property looking for local, state and federally listed or endangered species present on the site. This survey primarily focused on the presence of gopher tortoise burrows or recent activity. During the pedestrian transects of the property, no gopher tortoise activity was observed on site. No other listed plant or animal species were observed on site during the site visit.

## NATIVE HABITAT

The site investigation conducted by ARE, Inc. did not find native upland habitat on the site. The site is primarily pasture. Species observed during the site reconnaissance included the following:

Slash Pine (*Pinus elliottii*)
Live Oak (*Quercus virginiana*)
Laurel Oak (*Quercus laurifolia)*
Bahia Grass (*Paspalum notatum*)

## WETLAND DELINEATION:

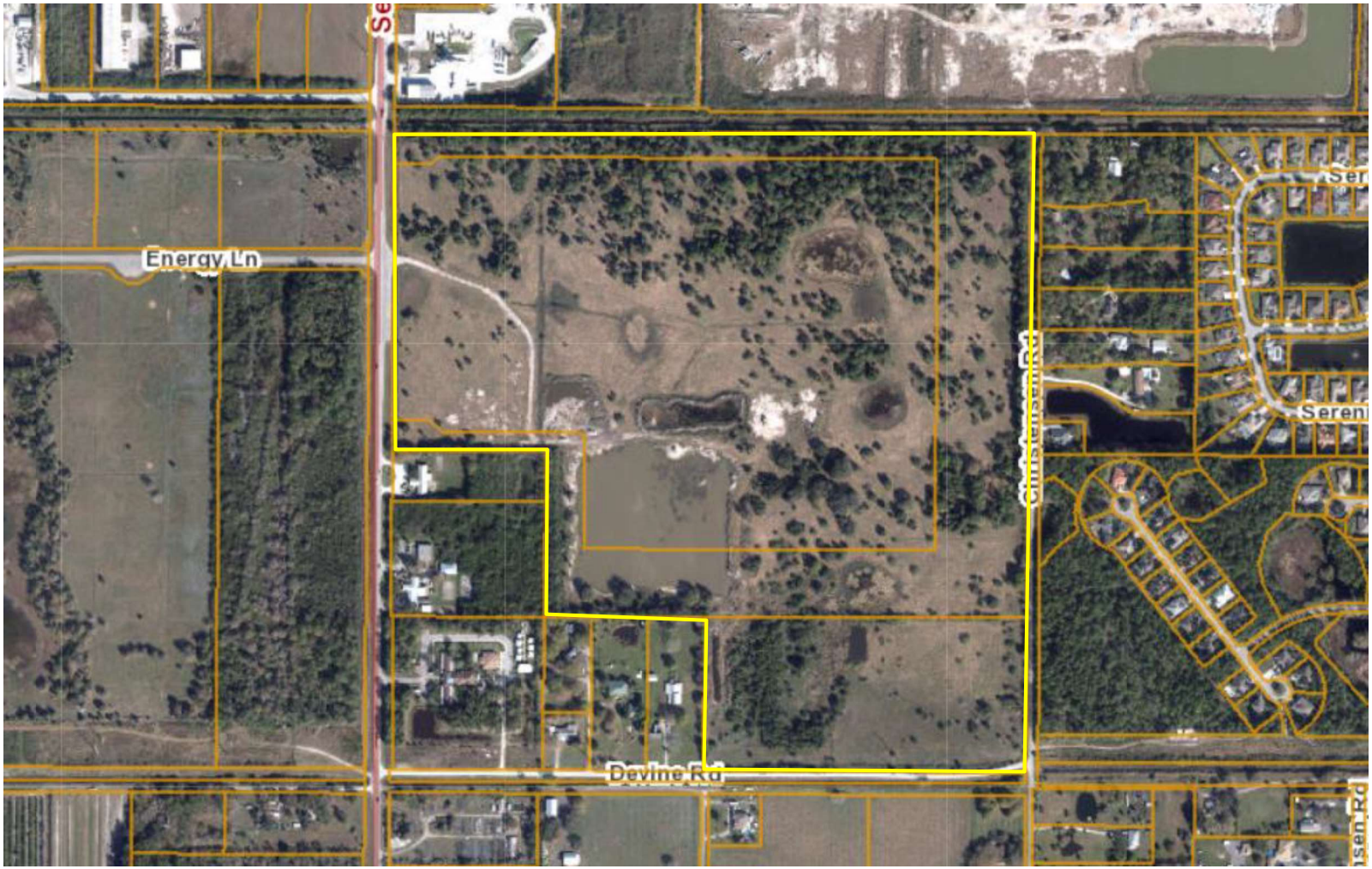
Based on the State definition of a wetland in 62-340 FAC, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were present on site. A wetland JD has been performed at this site (Permit No. 56-03396-P). State and Federal jurisdictional wetlands are present on site in its current configuration.

## COUNTY REQUIREMENTS

The County will require proof of a completed gopher tortoise survey by a licensed agent. Please submit this document with any applications to use as the needed verification of a 100% gopher tortoise survey has been completed on the site. Per FWC regulations a gopher tortoise survey is good for 90 days, and any clearing must have a valid survey prior to commencement. The County will not authorize/issue any permitting without a current gopher tortoise survey. A Tree Survey will be needed prior to any clearing as the site does have trees meeting the Tree Ordinance protection standards.

## CONCLUSION:

Based on County requirements, ARE, Inc. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species. No gopher tortoise burrows were observed on site, nor any other State or Federally listed species were observed on the property during the site visit. A 100% gopher tortoise survey of the property was conducted and completed by an FWC licensed gopher tortoise agent during the site investigation. Native habitat was determined not to be on site due to the site primarily being pasture, but a tree survey will likely be needed prior to clearing. A wetland JD has determined there are State and Federally jurisdictional wetlands on the site.




7/12/2022

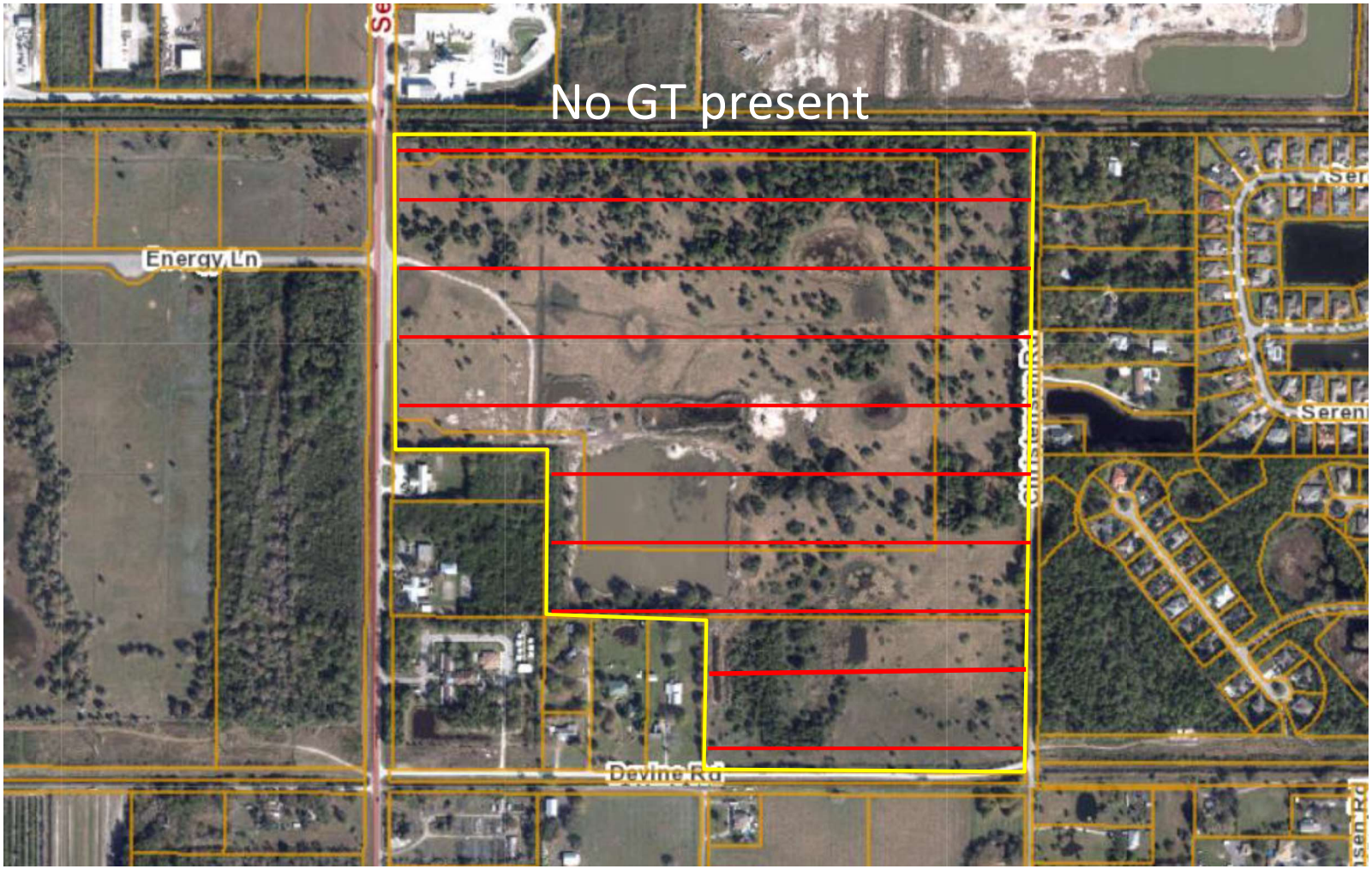
Location Map

Map Source: St. Lucie County

N

**4300 Selvitz Rd**
**Fort Pierce, FL**

Advanced Restoration Ecology




7/12/2022

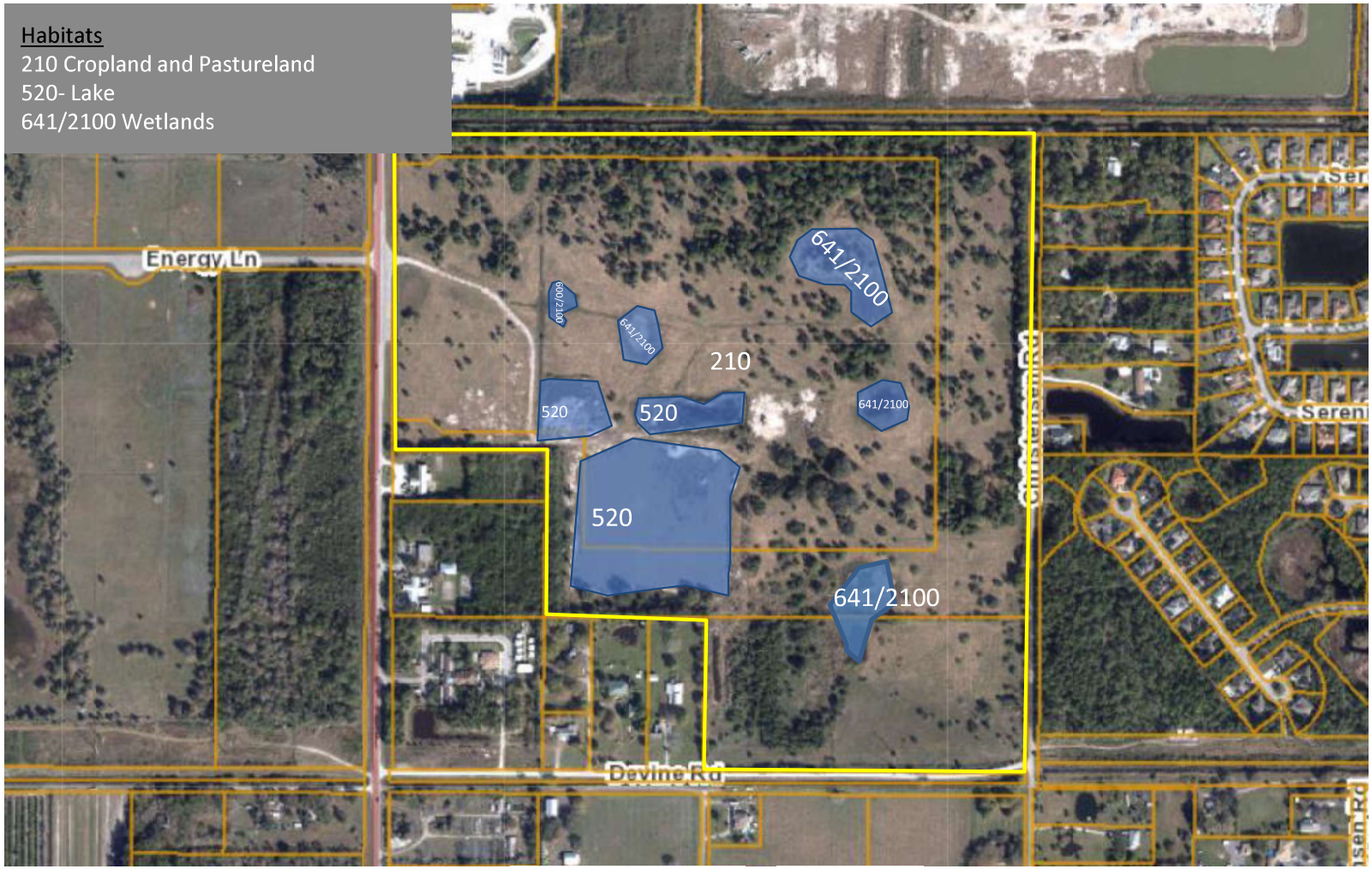
Species Survey Map

Map Source: St. Lucie County

N

**4300 Selvitz Rd**
**Fort Pierce, FL**

Advanced Restoration Ecology




7/12/2022

FLUCCS

Map Source: St. Lucie County

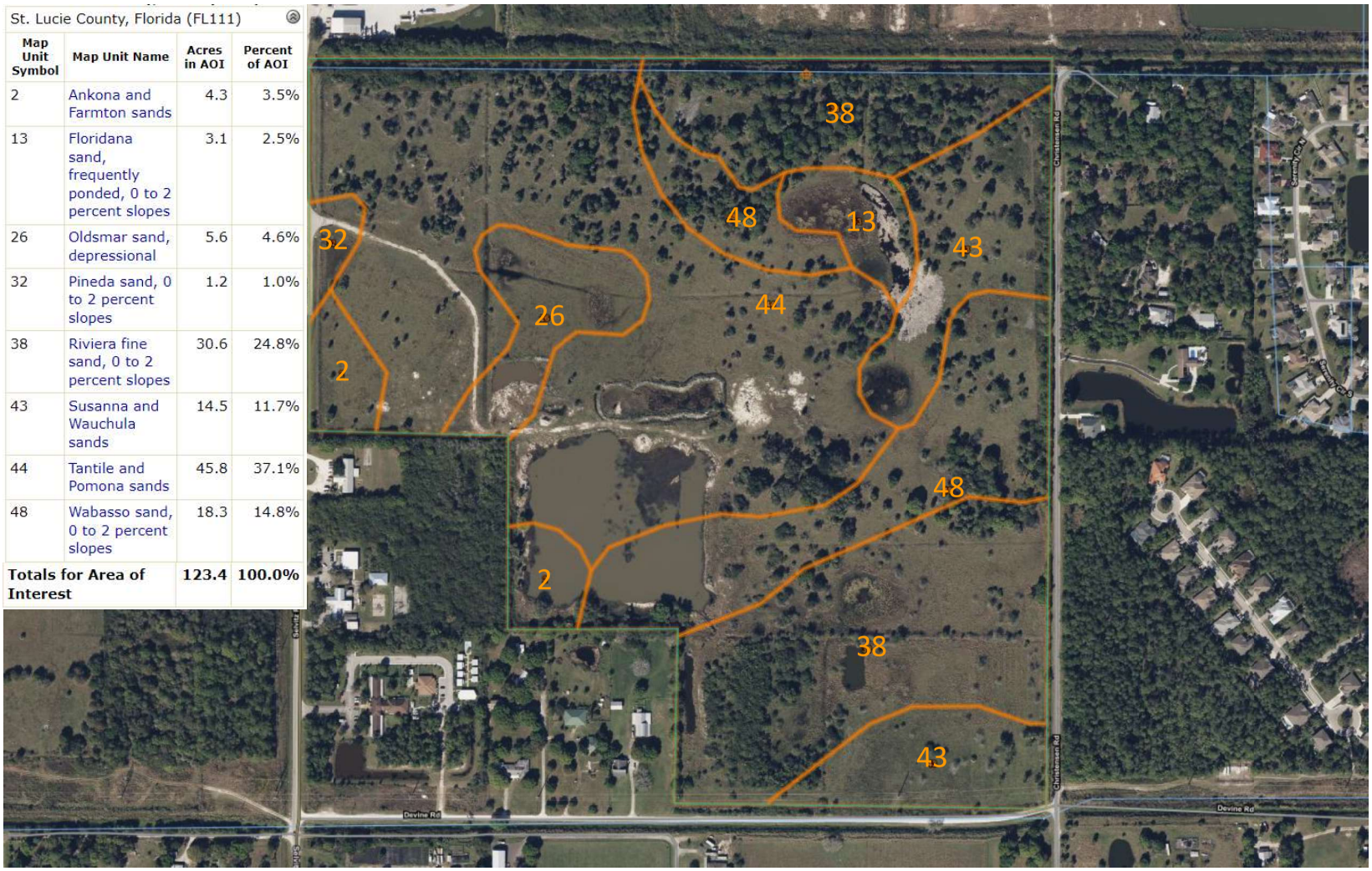
N

# 4300 Selvitz Rd
# Fort Pierce, FL

Advanced Restoration Ecology

St. Lucie County, Florida (FL111)

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| 2 | Ankona and Farmton sands | 4.3 | 3.5% |
| 13 | Floridana sand, frequently ponded, 0 to 2 percent slopes | 3.1 | 2.5% |
| 26 | Oldsmar sand, depressional | 5.6 | 4.6% |
| 32 | Pineda sand, 0 to 2 percent slopes | 1.2 | 1.0% |
| 38 | Riviera fine sand, 0 to 2 percent slopes | 30.6 | 24.8% |
| 43 | Susanna and Wauchula sands | 14.5 | 11.7% |
| 44 | Tantile and Pomona sands | 45.8 | 37.1% |
| 48 | Wabasso sand, 0 to 2 percent slopes | 18.3 | 14.8% |
| **Totals for Area of Interest** | | **123.4** | **100.0%** |




7/12/2022

Soil Map

Map Source: Web Soil

N

**4300 Selvitz Rd**
**Fort Pierce, FL**

Advanced Restoration Ecology

*Future Land Use Amendment*

*& Rezoning*

*Traffic Analysis*

# Selvitz 123 AC
# Fort Pierce, FL

*Prepared for:*
Selvitz I, LLC
North Palm Beach, Florida 33408

*Prepared by:*

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**023009**
Revised February 2023
September 2022
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CA 29013

Shaun G. MacKenzie P.E.
PE Number 61751

# EXECUTIVE SUMMARY

**Future Land Use Analysis**

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The subject parcels have a future land use designation of Single Family. The applicant is requesting a future land use amendment on 122.8 acres to Mixed Use Development (MXD).

Two conditions are recommended to support the change:

1. Limit the non-residential floor area ratio of the combined properties to 0.2 (1,069,834 SF)
2. Amend the future laneage of Selvitz Road to 4-lanes from Midway Road to the property on the Comprehensive Plan Future Lanes Map (Map 2-14).

**Rezoning Analysis**

The applicant proposes to rezone the parcels (122.8 acres) from R-1 single family to the following:

- 8.86 acres of low density residential
- 80.93 acres of planned development
- 19 acres of high density residential
- 14.01 acres of industrial

All of the roadway segments are projected to operate acceptably with the proposed rezoning except Midway Road from East Torino Parkway to Jenkins Road/Milner Road. Because this road is failing in the existing/background condition, it is the responsibility of the maintaining agency to correct the existing deficiency and it is not a responsibility of the applicant (Chapter 163.3180 (5) F.S.). Therefore, the proposed rezoning meets the transportation requirements of the City's Code.

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# INTRODUCTION

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The future land use (FLU) amendment traffic analysis will examine the impacts of changing 122.8 acres of single family to mixed use development (MXD) as shown in Table 1A. The applicant also proposes to rezone the parcels as shown in Table 1B.

The proceeding analysis will examine the ability of the existing roadway network to accommodate the increased demand and the future roadway network to accommodate the increased demand.

Table 1A. Future Land Use Change Summary

| Property Size (Acres) | Existing Maximum FLU | | | | | |
|---|---|---|---|---|---|---|
| | Land Use | ITE Code | Density | | Intensity (DU) | Units |
| 122.8 | Single Family | 215 | 6.5 | DU/Acre | 799 | DUs |

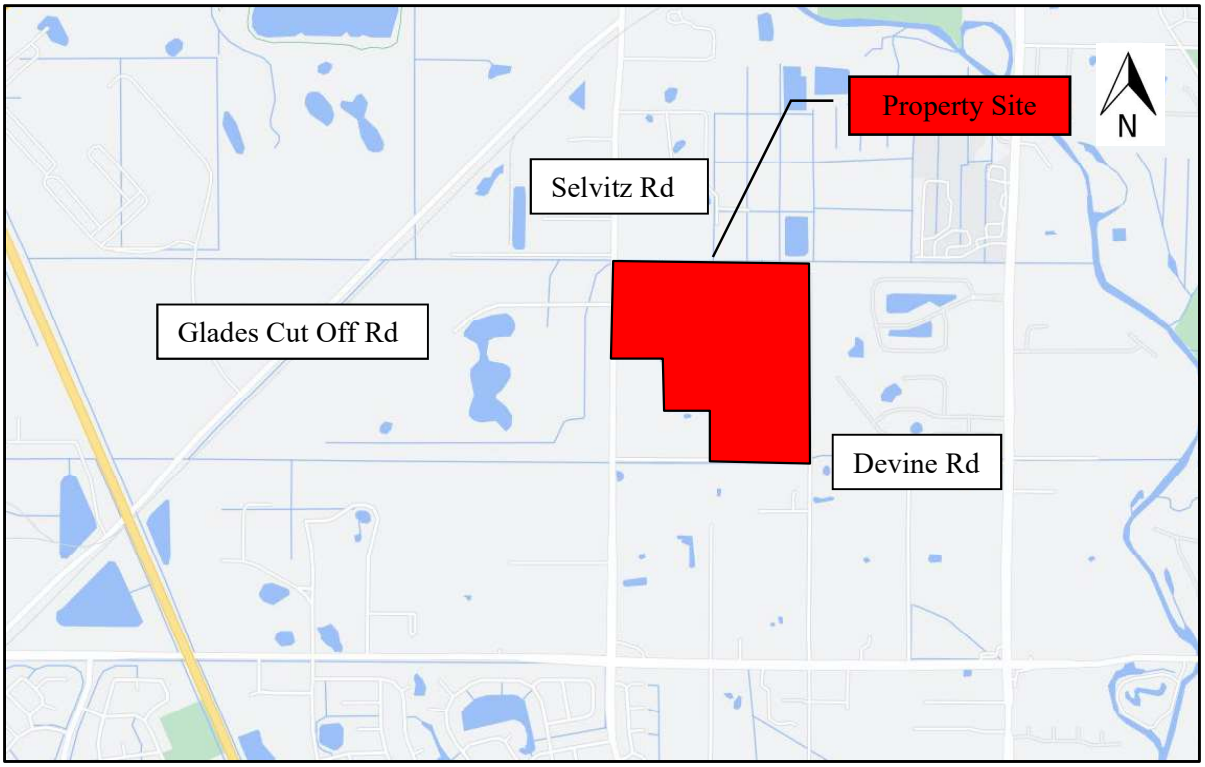
| Property Size (Acres) | Proposed Maximum FLU | | | | | |
|---|---|---|---|---|---|---|
| | Land Use | ITE Code | Density | | Intensity | Units |
| 122.8 | TOTAL | - | 1.5 | FAR | 8,023,752 | SF |
| | Multifamily Mid-Rise* | 221 | 15 | (DUs/AC) | 1,842 | DUs |
| | Maximum Use capped at 6,907,500 based on 40% minimum residential Use in the MXD Area | | | | | |
| | Retail | 820 | 0.5 | FAR | 2,674,584 | SF |
| | Office | 710 | - | - | 1,469,916 | SF |

* Residential Area estimated to be (1,842 x 1,500 SF ) = 2,763,000 SF
** Maximum Development formula = residential area / 0.4 = 6,907,500 SF

Table 1B. Rezoning Land Use Summary

| No. | Property Size (Acres) | Proposed Maximum Rezoning | | | | | |
|---|---|---|---|---|---|---|---|
| | | Land Use | Maximum Density (DU/AC) | Floor Area Ratio (FAR) | Maximum Rezoning | Unit | ITE |
| 1 | 14.01 | Light Industrial (LI) | - | 1.5 | 915,413 | SF | 110 |
| 2 | 19.00 | High Density Residential (R-5) | 18 | - | 342 | DU | 221 |
| 3 | 8.86 | Low Density Residential (R-1) | 4 | | 35 | | 210 |
| 4 | 80.93 | Planned Development (PD) | 5 | | 405 | | 215 |
| Total | 125.66 | Light Industrial | - | | 915,413 | SF | 110 |
| | | Multifamily | | | 342 | DU | 221 |
| | | Single Family - Detached | | | 35 | | 210 |
| | | Single Family - Attached | | | 440 | | 215 |

**Figure 1. Site Location Map**



## *CURRENT DATA*

The information contained below was used to develop the foregoing future land use traffic analysis.

- *Trip Generation, 11th Edition* (ITE report)
- Comprehensive Plan
- St. Lucie County Transportation Improvement Program (FY 2022/23 – FY 2026/27)
- St. Lucie County LRTP (2045)

## *TRIP GENERATION*

The study uses trip generation rates for Single Family (ITE Land Use 215 – Single-Family Attached Housing), Multifamily (ITE Land Use 221 – Multifamily Housing (Mid-Rise)), Office (ITE Land Use 710 – General Office Building), Light Industrial (ITE Land Use 110 – General Light Industrial) and Retail (ITE Land Use 820 – Shopping Center (>150k)) published in the Institute of Transportation Engineers' (ITE) report, *Trip Generation (11th Edition)*.

## *HISTORICAL GROWTH*

Historic growth rates were determined based on FDOT Traffic Online data as shown in Table 2. The historic annual growth on the surrounding facilities between 2017 and 2021 4.35%.

Table 2. Growth Rate Calculation

| Road Name | From | To | Count Site | 2017 AADT | 2018 AADT | 2019 AADT | 2020 AADT | 2021 AADT | Annual Absolute Growth | Growth Rate |
|---|---|---|---|---|---|---|---|---|---|---|
| Selvitz Rd | Peachtree Blvd | Midway Rd | 948520 | 7,600 | | | 9,000 | | 467 | 5.2% |
| Midway Rd | Glades Cut Off Rd | Selvitz Rd | 948538 | | 16,800 | | | 18,700 | 633 | 3.4% |
| | Selvitz Rd | West Virginia Dr | 948539 | | 16,400 | | | 24,000 | 2,533 | 10.6% |
| Glades Cut Off Rd | W of Selvitz Rd | | 947011 | | | 5,600 | | | | |
| CR 615/25th St | N of Dade Rd | | 948549 | | 17,800 | | | 15,700 | -700 | -4.5% |
| | N of Midway | | 940016 | | | | | | | |
| | S of Midway | | 947055 | | 16,300 | | | | | |
| | | | | | | | | **Weighted Average** | | **4.35%** |
| | | | | | | | | **Growth Rate Used** | | **4.35%** |

# ASSURED, PROGRAMMED AND PLANNED CONSTRUCTION

A review conducted of the TPO LRTP, St. Lucie County and FDOT, as well as those improvements committed by the developers of projects in the area.

## *Short-Term (5-Year)*

The following improvements are programed within the study area:

- Midway Road – Jenkins Road to Selvitz Road – 4-laning
- Selvitz Road – Glades Cut-Off Road to Edwards Road – 4-laning

## *Long-Term (Year 2045)*

The following improvements are planned by 2045:

- Midway Road – from Glades Cut-Off Road to Selvitz Road – Widen from 2 Lanes to 4 Lanes
- Midway Road & Florida's Turnpike - Interchange

The Long Range Transportation Plan identified the following roadway needs:

- Glades Cut Off Road – from Arterial A to Selvitz Road – Widen from 2 Lanes to 4 Lanes
- Selvitz Road – from Bayshore Drive to Milner Drive – Widen from 2 Lanes to 4 Lanes
- Jenkins Road – from Midway Road to St. Lucie Boulevard – New/Widen to 4 Lanes

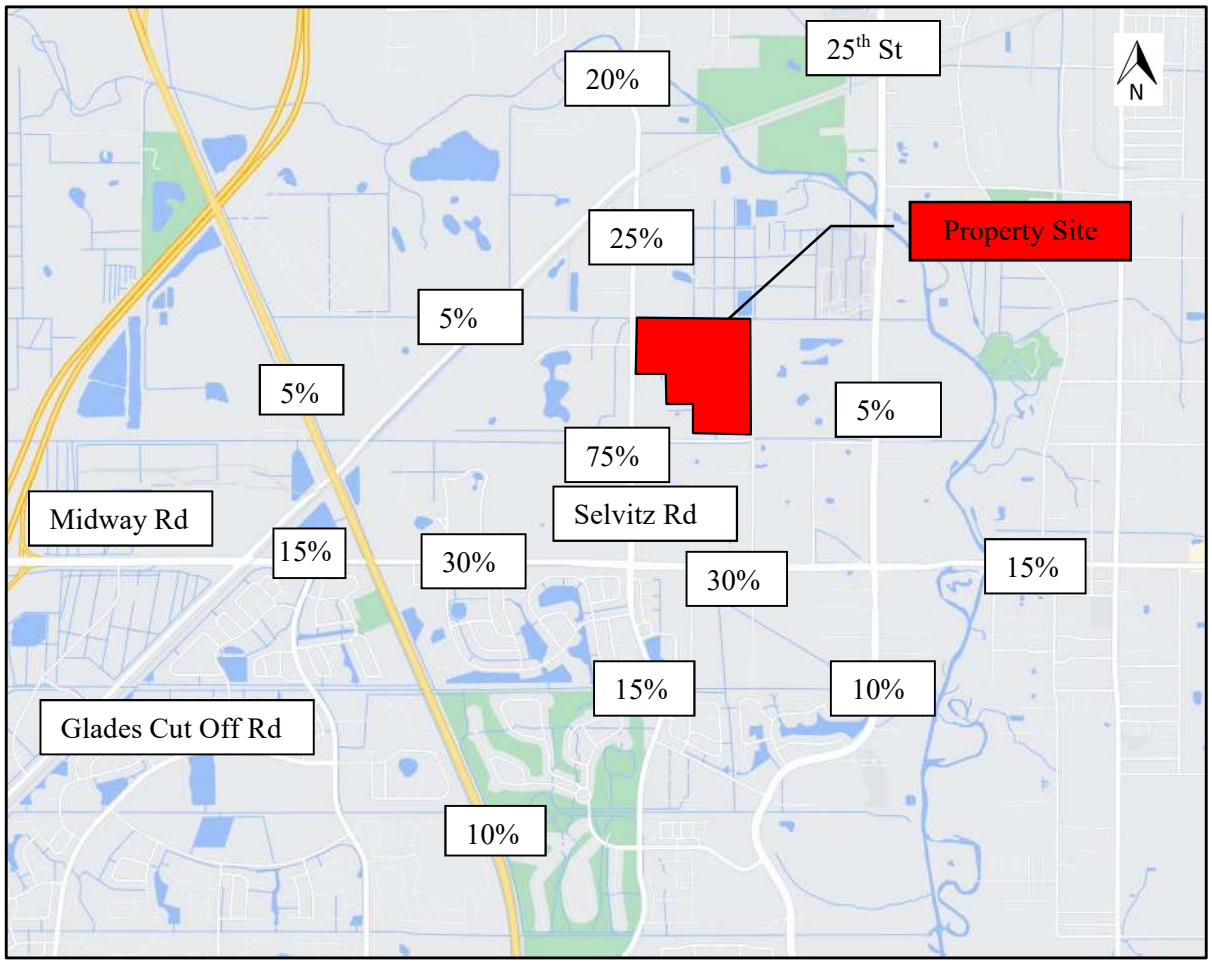
The County's Right-Of-Way Protection Map identifies Selvitz Road as an ultimate 4-lane need in the County.

# *TRAFFIC DISTRIBUTION AND ASSIGNMENT*

Traffic distribution and assignment was determined using engineering judgment, trip lengths based on the uses and from a review of the roadway network. The property traffic assignment is illustrated in Figure 2. The overall distribution is summarized by general directions and is depicted below:

NORTH - 25 percent
SOUTH - 25 percent
WEST - 35 percent
EAST - 15 percent

**Figure 2. Traffic Assignment**



# *FUTURE LAND USE CHANGE ANALYSIS*

## *Existing Future Land Use*

The existing future land use utilizes the most intense reasonable maximum development scenario. This scenario uses Single Family Attached homes at a maximum density of 6.5 units per acre. Therefore, based on the 122.8 acres use change the maximum expected intensity with respect to traffic is 799 DUs.

- 799 DUs Single Family (ITE Land Use 215)

The existing FLU is expected to generate the following net external and driveway trips:

- 6,038 daily, 410 AM peak hour (127 in/283 out), and 475 PM peak hour (271 in/204 out) trips.

## *Proposed Future Land Use*

The proposed future land use utilizes the most intense reasonable maximum development scenario based on the existing land development regulations. This scenario uses a maximum density of 15 units per acre for Mixed Use Development (MXD). Based on Fort Pierce Comprehensive Plan (Residential uses shall comprise a minimum of 40% of the total floor area of the MXD), the maximum FLU residential use is 1,842 DUs and the maximum allowable floor area is 6,907,500 SF. Retail is a ground floor use. The maximum feasible FAR of retail is estimated at 0.5 based on requirements for open space, setbacks, landscaping, access, drainage and parking. Therefore, the maximum intensity of retail is 2,674,584 SF. The estimated gross floor area of each residential unit is 1,500 SF for a total area of 2,763,000 SF. The total developable floor area is 8,023,752 SF based on the Comprehensive plan's allowable 1.5 FAR, but minimum of 40 percent of residential space as part of the MXD land use. The remaining 1,469,916 SF floor area is allocated to office use to provide a conservative analysis of transportation conditions.

- 1,842 DU Multi-Family Mid-Rise Housing (ITE Land Use 221)
- 1,469,916 SF Office (ITE Land Use 710)
- 2,763,000 SF Shopping Center (ITE Land Use 820)

The proposed FLU is expected to generate the following net external trips:

- 69,067 daily, 3,623 AM peak hour (2,403 in/1,220 out), and 5,967 PM peak hour (2,464 in/3,503 out).

# *Net Impact*

The difference between the maximum trip generation potential of the existing future land use and the proposed future land use was examined to determine the maximum (worst case/conservative) impact to the existing and future roadway network. Table 3 displays the resulting trip generation.

The resulting net external trips change is:

- 63,029 daily, 3,213 AM peak hour (2,276 in/937 out), and 5,492 PM peak hour (2,193 in/3,299 out).

### *Internal Capture*

Internal capture is conservatively estimated at 6.6% for the AM peak hour and 15.5% for the Daily/PM peak hour conditions. The internal capture is summarized in Exhibit 1A and detailed in Exhibits 1B and 1C for proposed conditions. Internal capture rates are provided in the *Trip Generation Handbook, 3rd Edition, Table 7.1.*

### *Pass-by Trip Capture*

The proposed pass-by capture is based on *ITE Trip Generation Manual, 11th Edition.*

# Table 3. Trip Generation – Future Land Use

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Attached | 799 | DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 1,469.916 | 1000 SF | 12,027 | 1,689 | 1,486 | 203 | 1,546 | 263 | 1,283 |
| Shopping Center (>150k) | 2,674.584 | 1000 SF | 75,697 | 1,712 | 1,061 | 651 | 6,014 | 2,887 | 3,127 |
| Subtotal | | | 96,464 | 4,200 | 2,731 | 1,469 | 8,279 | 3,589 | 4,690 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 48.5% | 4,242 | 22 | 4 | 18 | 349 | 220 | 129 |
| General Office | 7.6% | 20.9% | 2,513 | 128 | 71 | 57 | 323 | 74 | 249 |
| Shopping Center (>150k) | 7.4% | 10.2% | 7,728 | 126 | 63 | 63 | 614 | 349 | 265 |
| Subtotal | 6.6% | 15.5% | 14,483 | 276 | 138 | 138 | 1,286 | 643 | 643 |
| Pass-By Traffic | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| General Office | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shopping Center (>150k) | 19% | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| Subtotal | | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| ***NET PROPOSED TRIPS (FOR THE PURPOSES OF SHORT-TERM 5 YEARS)*** | | | ***69,067*** | ***3,623*** | ***2,403*** | ***1,220*** | ***5,967*** | ***2,464*** | ***3,503*** |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **63,029** | **3,213** | **2,276** | **937** | **5,492** | **2,193** | **3,299** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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ITE 11th Edition

# *Roadway Analysis*

### *Long Term Analysis (2045) - Maximum*

Year 2045 daily traffic volumes were obtained from the 2045 Long Range Transportation Plan model (LRTP volumes). The total volumes were developed by adding LRTP volumes plus future land use (FLU) trips. The level of service capacity is based on Florida Department of Transportation's Quality/Level of Service Handbook. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably. Based on the analysis, the following changes are required:

- Selvitz Road
  - Glades Cut-Off Road to Property – 4-Lanes
  - Property to Midway Road – 6-Lanes
- Midway Road
  - Glades Cut-Off Road to 25th Street – 6-Lanes

The analysis is shown in Table 4.

### *Long Term Analysis (2045) – 20 Percent Maximum Non-Residential FAR*

The maximum future land use on the property is inconsistent with the long range transportation plan. Therefore, we recommend a reduction in the non-residential floor area ratio to 0.2 to bring the future land amendment in compliance the with the long range transportation plan. The residential density will remain unchanged. Based on the recommendation, the proposed maximum use is as follows:

- 1,842 DU Multi-Family Mid-Rise Housing (ITE Land Use 221)
- 1,069,834 SF of non-residential use
  - 534,917 SF Office (ITE Land Use 710)
  - 534,917 SF Shopping Center (ITE Land Use 820)

The trip generation is shown in Table 5 and the roadway analysis based on the proposed use is shown in Table 6. It is recommended that the comprehensive plan amendment include the widening of Selvitz Road to 4-lanes from the property south to Midway Road.

Table 4. FLU Roadway Analysis (2045)

| Roadway | From | To | 2045 Lanes | Class | Service Capacity | LRTP 2045 Traffic | Percent Assignment | FLU Traffic | 2045 Total Traffic | Meets Service Volume | Needed Improvement |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 2 | 33,800 | 20,091 | 20% | 12,606 | 32,697 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 1 | 17,700 | 10,014 | 25% | 15,757 | 25,771 | **NO** | 4-Lane |
| | Property | Favorite Rd | 2 | 1 | 17,700 | 9,806 | 75% | 47,272 | 57,078 | **NO** | 6-Lane |
| | Favorite Rd | Midway Rd | 4 | 1 | 39,800 | 9,961 | 75% | 47,272 | 57,233 | **NO** | 6-Lane |
| | Midway Rd | Bayshore Blvd | 4 | 2 | 33,800 | 13,397 | 15% | 9,454 | 22,851 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 1 | 39,800 | 26,441 | 5% | 3,151 | 29,592 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 1 | 39,800 | 27,593 | 10% | 6,303 | 33,896 | YES | - |
| **Glades Cut Off Rd** | Selvitz Rd | Midway Rd | 4 | 1 | 39,800 | 14,521 | 5% | 3,151 | 17,672 | YES | - |
| **Midway Rd** | Glades Cut Off Rd | Floridas Turnpike | 4 | 1 | 39,800 | 32,571 | 15% | 9,454 | 42,025 | **NO** | 6-Lane |
| | Floridas Turnpike | Selvitz Rd | 4 | 1 | 39,800 | 31,877 | 30% | 18,909 | 50,786 | **NO** | 6-Lane |
| | Selvitz Rd | 25th St | 4 | 1 | 39,800 | 27,212 | 30% | 18,909 | 46,120 | **NO** | 6-Lane |

Table 5. Trip Generation – Proposed Future Land Use with Restrictions

| Land Use | Intensity | Daily Trips | AM Peak Hour Total | AM Peak Hour In | AM Peak Hour Out | PM Peak Hour Total | PM Peak Hour In | PM Peak Hour Out |
|---|---|---|---|---|---|---|---|---|
| **Existing FLU Traffic** | | | | | | | | |
| Single Family Attached | 799 DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 534.917 1000 SF | 4,991 | 708 | 623 | 85 | 668 | 114 | 554 |
| Shopping Center (>150k) | 534.917 1000 SF | 19,830 | 449 | 278 | 171 | 1,888 | 906 | 982 |
| Subtotal | | 33,561 | 1,956 | 1,085 | 871 | 3,275 | 1,459 | 1,816 |
| Internal Capture | AM PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% 43.8% | 3,829 | 22 | 4 | 18 | 315 | 213 | 102 |
| General Office | 8.6% 17.1% | 852 | 61 | 37 | 24 | 114 | 31 | 83 |
| Shopping Center (>150k) | 13.1% 20.4% | 4,044 | 59 | 30 | 29 | 385 | 163 | 222 |
| Subtotal | 7.3% 24.9% | 8,725 | 142 | 71 | 71 | 814 | 407 | 407 |
| Pass-By Traffic | | | | | | | | |
| Shopping Center (>150k) | 19% | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| Subtotal | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | **15,799** | **1,330** | **840** | **490** | **1,700** | **640** | **1,060** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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Table 6. Proposed FLU with Restrictions Roadway Analysis (2045)

| Roadway | From | To | 2045 Lanes | Class | Service Capacity | LRTP 2045 Traffic | Percent Assign ment | FLU Traffic | 2045 Total Traffic | Meets Service Volume | Needed Improvement |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 2 | 33,800 | 20,091 | 20% | 3,160 | 23,251 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 1 | 17,700 | 10,014 | 25% | 3,950 | 13,963 | YES | - |
| | Property | Favorite Rd | 2 | 1 | 17,700 | 9,806 | 75% | 11,849 | 21,655 | NO | 4-Lane |
| | Favorite Rd | Midway Rd | 4 | 1 | 39,800 | 9,961 | 75% | 11,849 | 21,810 | YES | - |
| | Midway Rd | Bayshore Blvd | 4 | 2 | 33,800 | 13,397 | 15% | 2,370 | 15,767 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 1 | 39,800 | 26,441 | 5% | 790 | 27,231 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 1 | 39,800 | 27,593 | 10% | 1,580 | 29,173 | YES | - |
| **Glades Cut Off Rd** | Selvitz Rd | Midway Rd | 4 | 1 | 39,800 | 14,521 | 5% | 790 | 15,311 | YES | - |
| **Midway Rd** | Glades Cut Off Rd | Floridas Turnpike | 4 | 1 | 39,800 | 32,571 | 15% | 2,370 | 34,941 | YES | - |
| | Floridas Turnpike | Selvitz Rd | 4 | 1 | 39,800 | 31,877 | 30% | 4,740 | 36,617 | YES | - |
| | Selvitz Rd | 25th St | 4 | 1 | 39,800 | 27,212 | 30% | 4,740 | 31,951 | YES | - |

# *REZONING ANALYSIS*

The rezoning amendment traffic analysis will examine the impacts of rezoning 122.80 acres from R-1 single family low density to 8.86 acres of low density residential, 80.93 acres of planned development, 19.00 acres of high density residential and 14.01 acres of industrial. The proceeding analysis will examine the ability of the existing roadway network to accommodate the increased demand.

## *Maximum Use*

The proposed rezoning land uses the most intense reasonable maximum development scenario based on the existing land development regulations. This scenario uses an estimated floor to area ratio of 1.5 for general light industrial use (14.01 acres), a maximum density of 18 units per acre for high density residential (19.00 acres), a maximum density of 4 units per acre for low density residential (8.86 acres) and a density of 5 units per acre for planned development (80.93 acres). Therefore, the maximum potential use is 915,413 square feet of industrial use, 394 multifamily DUs, 35 single family detached DUs, and 405 single family attached DUs.

### *Trip Generation*

- 915,413 square feet industrial (ITE Land Use 150 – Warehouse and Distribution)
- 342 multi-family dwelling units (ITE Land Use 221 - Multifamily Mid-Rise)
- 35 single family detached dwelling units (ITE Land Use 210 – Single Family Detached)
- 440 single family attached dwelling units (ITE Land Use 215 – Single Family Attached)

The resulting rezoning trips are shown in Table 7 and below:

- 6,375 daily, 496 AM peak hour (204 in/292 out), and 536 PM peak hour (270 in/266 out).

### *Internal Capture*

Internal capture is 1.8 percent.

### *Pass-by Trip Capture*

The proposed pass-by capture is 0.

Table 7. Trip Generation – Rezoning

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Proposed Maximum Zoning Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 342 | DU | 1,585 | 139 | 32 | 107 | 134 | 82 | 52 |
| Warehouse | 915.413 | 1000 SF | 1,485 | 133 | 105 | 28 | 136 | 34 | 102 |
| Single Family Detached | 35 | DU | 384 | 29 | 8 | 21 | 37 | 23 | 14 |
| Single Family Attached | 405 | DU | 3,036 | 205 | 64 | 141 | 239 | 136 | 103 |
| Subtotal | | | 6,490 | 506 | 209 | 297 | 546 | 275 | 271 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.2% | 3.7% | 59 | 3 | 1 | 2 | 5 | 4 | 1 |
| Warehouse | 3.8% | 2.2% | 33 | 5 | 4 | 1 | 3 | 1 | 2 |
| Single Family Detached | 3.4% | 2.7% | 10 | 1 | 0 | 1 | 1 | 0 | 1 |
| Single Family Attached | 0.5% | 0.4% | 13 | 1 | 0 | 1 | 1 | 0 | 1 |
| Subtotal | 2.0% | 1.8% | 115 | 10 | 5 | 5 | 10 | 5 | 5 |
| ***NET PROPOSED REZONING TRIPS*** | | | ***6,375*** | ***496*** | ***204*** | ***292*** | ***536*** | ***270*** | ***266*** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| Warehouse | 150 | 1000 SF | T = 1.58 (X) + 38.29 | 0% | 79/21 | T = 0.12 (X) + 23.62 | 25/75 | T = 0.12 (X) + 26.48 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |

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## *Roadway Analysis (5-Year)*

Existing traffic volumes were obtained from St. Lucie County TPO. The level of service capacity is based on Florida Department of Transportation's Quality/Level of Service Handbook. The existing volumes grown at the historic 4.35 percent annual growth rate to project 2027 background volumes. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably in the background condition. West Midway Road fails in the existing and background condition from East Torino Parkway to Jenkins Road/Milner Road. Because this road is failing in the existing/background condition, it is the responsibility of the maintaining agency to correct the existing deficiency. Further, the road is considered widened for purposes of analysis in the future condition with property trips consistent with Chapter 163.3180 (5) F.S. The background conditions analysis is shown in Table 8.

Total volumes were developed by adding background traffic volume plus rezoning trips. Based on the analysis, all of the roadway segments are projected to operate acceptably in 2027 with the proposed rezoning as shown in Table 9.

Table 8. Background PM Peak Hour One-Way Roadway Analysis (2027)

| Roadway | From | To | E+C Lanes | Service Capacity | Peak Hour Existing Traffic | Count Year | Growth Rate | 2027 Traffic Growth | 2027 Background Traffic | Meets Service Volume | Needed Bckgrnd Improv |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 1,630 | 713 | 2021 | 4.35% | 208 | 921 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | YES | - |
| | Property | Favorite Rd | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | YES | - |
| | Favorite Rd | Midway Rd | 4 | 2,000 | 508 | 2021 | 4.35% | 148 | 656 | YES | - |
| | Midway Rd | Bayshore Blvd | 2 | 750 | 419 | 2020 | 4.35% | 145 | 564 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 2,000 | 1,023 | 2020 | 4.35% | 355 | 1,378 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 2,000 | 1,405 | 2020 | 4.35% | 488 | 1,893 | YES | - |
| **Glades Cut Off Rd** | Midway Rd | Jenkins Rd | 2 | 790 | 540 | 2021 | 4.35% | 157 | 697 | YES | - |
| | Jenkins | Selvitz Rd | 2 | 830 | 384 | 2020 | 4.35% | 133 | 517 | YES | - |
| **Midway Rd** | East Torino Pkwy | Selvitz Rd | 2 | 880 | 1,053 | 2021 | 4.35% | 307 | 1,360 | NO | 4-Lanes |
| | Selvitz Rd | 25th St | 4 | 2,000 | 1,053 | 2021 | 4.35% | 307 | 1,360 | YES | - |

Table 9. Rezoning PM Peak Hour One-Way Roadway Analysis (2027)

| Roadway | From | To | E+C Lanes | Service Capacity | Peak Hour Existing Traffic | Count Year | Growth Rate | 2027 Traffic Growth | 2027 Background Traffic | Percent Assign ment | Rezoning Traffic | 2027 Total Traffic | Meets Service Volume |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 1,630 | 713 | 2021 | 4.35% | 208 | 921 | 20% | 53 | 974 | YES |
| | Glades Cut Off Rd | Property | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | 25% | 67 | 722 | YES |
| | Property | Favorite Rd | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | 75% | 200 | 855 | YES |
| | Favorite Rd | Midway Rd | 4 | 2,000 | 508 | 2021 | 4.35% | 148 | 656 | 75% | 200 | 855 | YES |
| | Midway Rd | Bayshore Blvd | 2 | 750 | 419 | 2020 | 4.35% | 145 | 564 | 15% | 40 | 604 | YES |
| **25th St** | Edwards Rd | Midway Rd | 4 | 2,000 | 1,023 | 2020 | 4.35% | 355 | 1,378 | 5% | 13 | 1,392 | YES |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 2,000 | 1,405 | 2020 | 4.35% | 488 | 1,893 | 10% | 27 | 1,919 | YES |
| **Glades Cut Off Rd** | Midway Rd | Jenkins Rd | 2 | 790 | 540 | 2021 | 4.35% | 157 | 697 | 5% | 13 | 710 | YES |
| | Jenkins | Selvitz Rd | 2 | 830 | 384 | 2020 | 4.35% | 133 | 517 | 5% | 13 | 531 | YES |
| **Midway Rd** | East Torino Pkwy | Selvitz Rd | 4 | 2,000 | 1,053 | 2021 | 4.35% | 307 | 1,360 | 30% | 80 | 1,439 | YES |
| | Selvitz Rd | 25th St | 4 | 2,000 | 1,053 | 2021 | 4.35% | 307 | 1,360 | 30% | 80 | 1,439 | YES |

# CONCLUSION

**Future Land Use Analysis**

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The subject parcels have a future land use designation of Single Family. The applicant is requesting a future land use amendment on 122.8 acres to Mixed Use Development (MXD).

Two conditions are recommended to support the change:

1. Limit the non-residential floor area ratio of the combined properties to 0.2 (1,044,917 SF)
2. Amend the future laneage of Selvitz Road to 4-lanes from Midway Road to the property on the Comprehensive Plan Future Lanes Map (Map 2-14).

**Rezoning Analysis**

The applicant proposes to rezone the parcels (122.8 acres) from R-1 single family to the following:

- 8.86 acres of low density residential
- 80.93 acres of planned development
- 19 acres of high density residential
- 14.01 acres of industrial

All of the roadway segments are projected to operate acceptably with the proposed rezoning except Midway Road from East Torino Parkway to Jenkins Road/Milner Road. Because this road is failing in the existing/background condition, it is the responsibility of the maintaining agency to correct the existing deficiency and it is not a responsibility of the applicant (Chapter 163.3180 (5) F.S.). Therefore, the proposed rezoning meets the transportation requirements of the City's Code.

# APPENDICES

Exhibit 1A. Trip Generation - FLU

Exhibits 1B - 1C. Internal Capture

Exhibit 2A. Trip Generation – 0.2 FAR FLU

Exhibits 2B - 2C. Internal Capture – 0.2 FAR

Exhibit 3. Trip Generation – Rezoning

A. FDOT AADT Data
B. Conceptual Plan
C. City of Fort Pierce Comprehensive Map
D. City of Fort Pierce Future Land Use Element
E. St. Lucie County Transportation Improvement Program (FY 2022/23 – FY 2026/27)
F. St. Lucie County LRTP (2045)
G. FDOT Q/LOS Handbook
H. Institute of Traffic Engineers' (ITE) Report, Trip Generation (11th Edition)
I. Property ID Cards

**EXHIBIT 1A**

**Selvitz Road Ft. Pierce**

**Trip Generation - Future Land Use**

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Attached | 799 | DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 1,469.916 | 1000 SF | 12,027 | 1,689 | 1,486 | 203 | 1,546 | 263 | 1,283 |
| Shopping Center (>150k) | 2,674.584 | 1000 SF | 75,697 | 1,712 | 1,061 | 651 | 6,014 | 2,887 | 3,127 |
| Subtotal | | | 96,464 | 4,200 | 2,731 | 1,469 | 8,279 | 3,589 | 4,690 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 48.5% | 4,242 | 22 | 4 | 18 | 349 | 220 | 129 |
| General Office | 7.6% | 20.9% | 2,513 | 128 | 71 | 57 | 323 | 74 | 249 |
| Shopping Center (>150k) | 7.4% | 10.2% | 7,728 | 126 | 63 | 63 | 614 | 349 | 265 |
| Subtotal | 6.6% | 15.5% | 14,483 | 276 | 138 | 138 | 1,286 | 643 | 643 |
| Pass-By Traffic | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| General Office | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shopping Center (>150k) | 19% | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| Subtotal | | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| ***NET PROPOSED TRIPS (FOR THE PURPOSES OF SHORT-TERM 5 YEARS)*** | | | ***69,067*** | ***3,623*** | ***2,403*** | ***1,220*** | ***5,967*** | ***2,464*** | ***3,503*** |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **63,029** | **3,213** | **2,276** | **937** | **5,492** | **2,193** | **3,299** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|---|---|---|---|
| | | | | Rate | in/out | Rate | in/out | Equation |
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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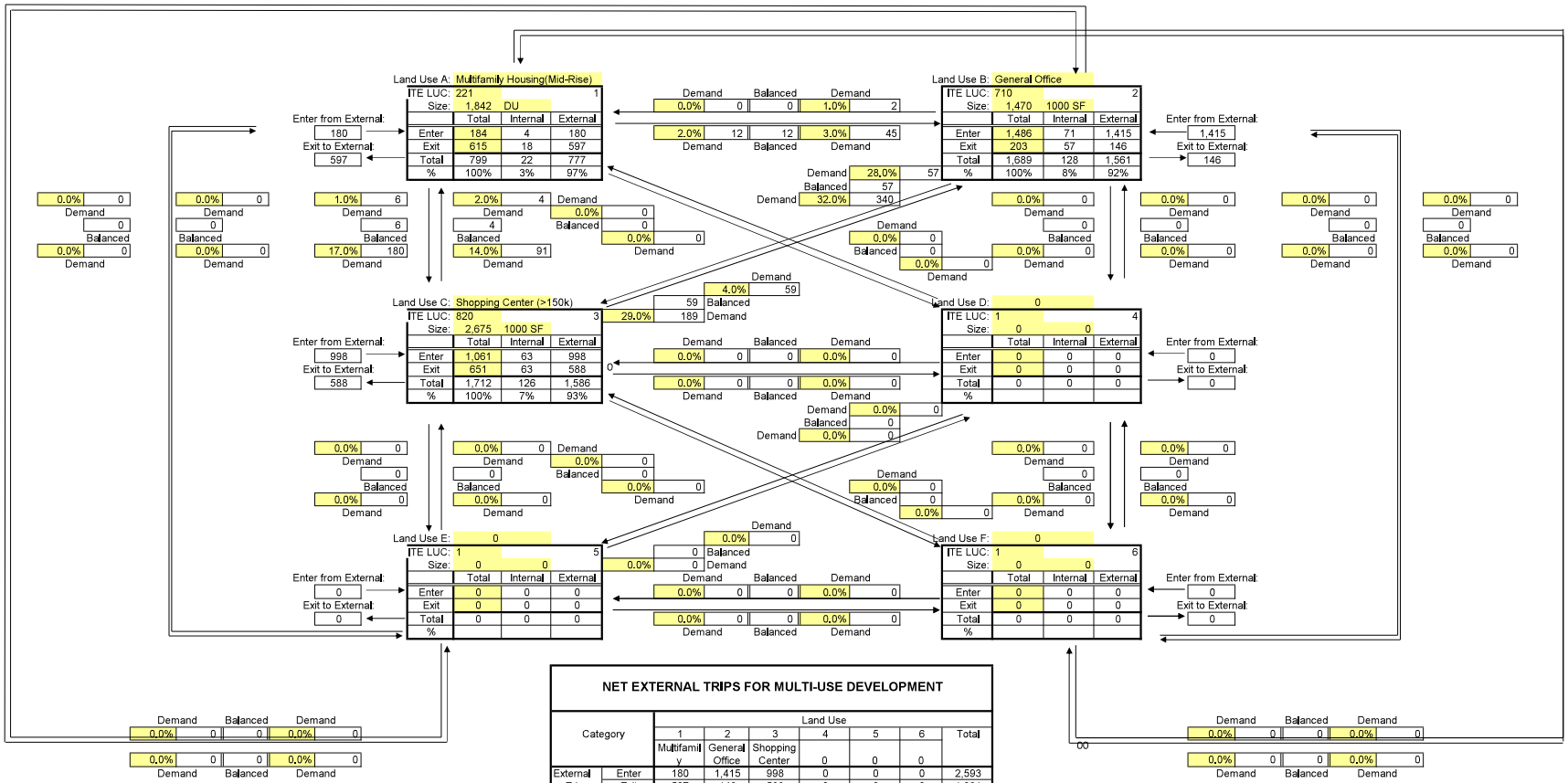
# EXHIBIT 1B

**Analysis Period:** PM____, Midday____, AM __X__. **Project Number:** 023009 **Task Number:**
**Analyst:** MEP **Project Name:** Selvitz Road Ft. Pierce
**Date:** 9/27/2022 **Scenario:** AM Peak Hour




**NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT**

| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 180 | 1,415 | 998 | 0 | 0 | 0 | 2,593 |
| | Exit | 597 | 146 | 588 | 0 | 0 | 0 | 1,331 |
| | Total | 777 | 1,561 | 1,586 | 0 | 0 | 0 | **3,924** |
| Internal Trips | Enter | 4 | 71 | 63 | 0 | 0 | 0 | 138 |
| | Exit | 18 | 57 | 63 | 0 | 0 | 0 | 138 |
| | Total | 22 | 128 | 126 | 0 | 0 | 0 | **276** |
| Single Use Trip Gen Estimate | | 799 | 1,689 | 1,712 | 0 | 0 | 0 | **4,200** |
| | | 2.75% | 7.58% | 7.36% | 0.00% | 0.00% | 0.00% | |

**Internal Capture = 6.57%**

Print Date = 09/27/22
File Name = S:\JOBS - SHARE DRIVE\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 9-23-22\[TRIP GENERATION Selzitz FLU 9-23.xlsx]tgen-Prop Rezoning

# EXHIBIT 1C

**Analysis Period:** PM X , AM ____.
**Analyst:** MEP
**Date:** 9/27/2022

**Project Number:** 023009 **Task Number:**
**Project Name:** Selvitz Road Ft. Pierce
**Scenario:** PM Peak Hour

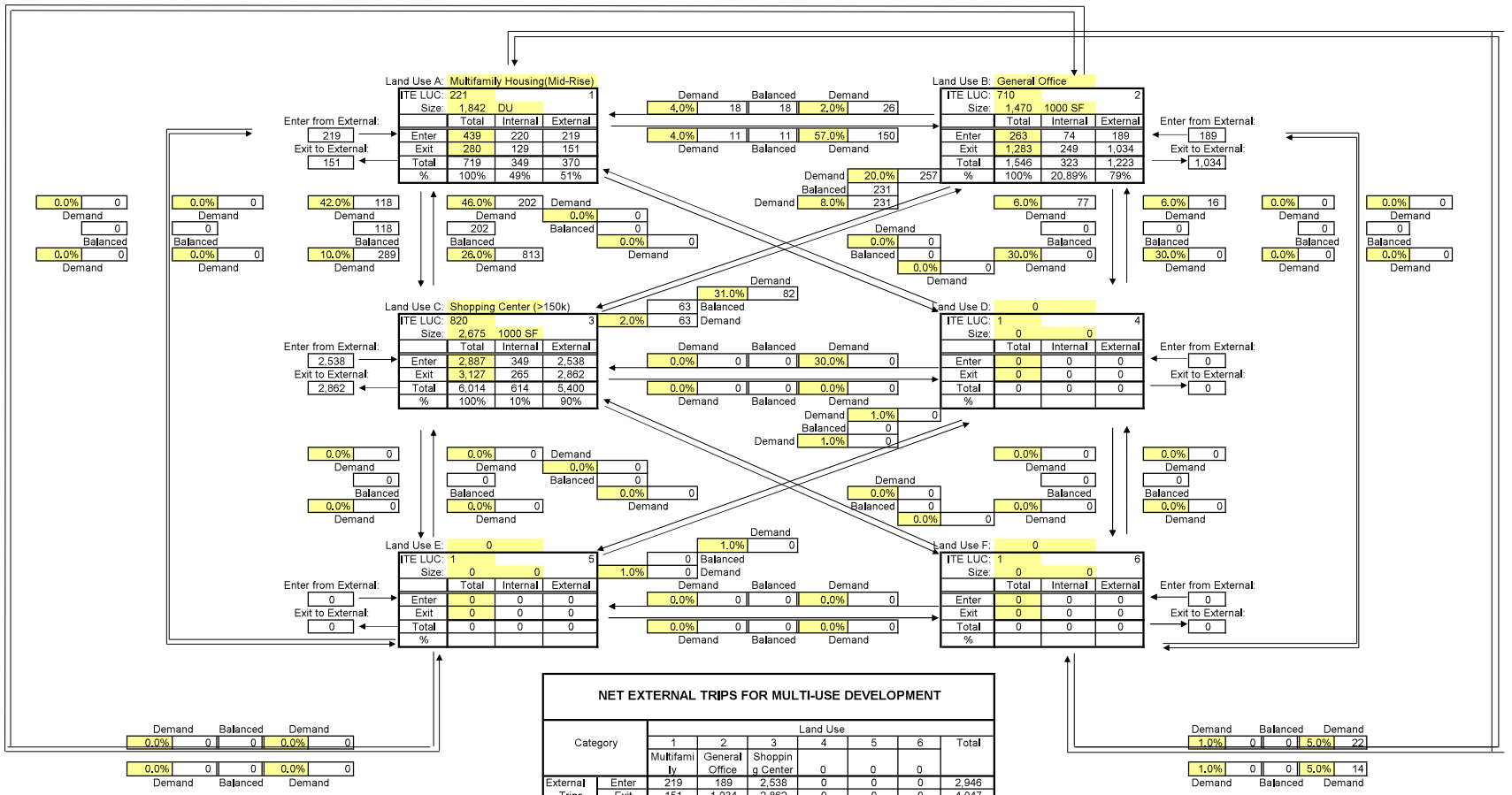

Land Use A: Multifamily Housing(Mid-Rise)
ITE LUC: 221 1
Size: 1,842 DU
Enter from External: 219
Exit to External: 151
Enter 439 220 219
Exit 280 129 151
Total 719 349 370
% 100% 49% 51%
Land Use B: General Office
ITE LUC: 710 2
Size: 1,470 1000 SF
Enter from External: 189
Exit to External: 1,034
Enter 263 74 189
Exit 1,283 249 1,034
Total 1,546 323 1,223
% 100% 20.89% 79%
Land Use C: Shopping Center (>150k)
ITE LUC: 820 3
Size: 2,675 1000 SF
Enter from External: 2,538
Exit to External: 2,862
Enter 2,887 349 2,538
Exit 3,127 265 2,862
Total 6,014 614 5,400
% 100% 10% 90%
Land Use D: 0
ITE LUC: 1 4
Size: 0 0
Enter from External: 0
Exit to External: 0
Enter 0 0 0
Exit 0 0 0
Total 0 0 0
%
Land Use E: 0
ITE LUC: 1 5
Size: 0 0
Enter from External: 0
Exit to External: 0
Enter 0 0 0
Exit 0 0 0
Total 0 0 0
%
Land Use F: 0
ITE LUC: 1 6
Size: 0 0
Enter from External: 0
Exit to External: 0
Enter 0 0 0
Exit 0 0 0
Total 0 0 0
%
Demand Balanced Demand
4.0% 18 18 2.0% 26
4.0% 11 11 57.0% 150
20.0% 257
231
8.0% 231
6.0% 77
6.0% 16
42.0% 118
46.0% 202
10.0% 289
26.0% 813
31.0% 82
63
2.0% 63
1.0% 0
1.0% 0
0.0% 0
0.0% 0
0

**EXHIBIT 2A**

**Selvitz Road Ft. Pierce**

**Trip Generation - Future Land Use - 0.2 FAR**

| Land Use | Intensity | | Daily Trips | AM Peak Hour Total | AM Peak Hour In | AM Peak Hour Out | PM Peak Hour Total | PM Peak Hour In | PM Peak Hour Out |
|---|---|---|---|---|---|---|---|---|---|
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Attached | 799 | DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 534.917 | 1000 SF | 4,991 | 708 | 623 | 85 | 668 | 114 | 554 |
| Shopping Center (>150k) | 534.917 | 1000 SF | 19,830 | 449 | 278 | 171 | 1,888 | 906 | 982 |
| Subtotal | | | 33,561 | 1,956 | 1,085 | 871 | 3,275 | 1,459 | 1,816 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 43.8% | 3,829 | 22 | 4 | 18 | 315 | 213 | 102 |
| General Office | 8.6% | 17.1% | 852 | 61 | 37 | 24 | 114 | 31 | 83 |
| Shopping Center (>150k) | 13.1% | 20.4% | 4,044 | 59 | 30 | 29 | 385 | 163 | 222 |
| Subtotal | 7.3% | 24.9% | 8,725 | 142 | 71 | 71 | 814 | 407 | 407 |
| Pass-By Traffic | | | | | | | | | |
| Shopping Center (>150k) | 19% | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| Subtotal | | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **15,799** | **1,330** | **840** | **490** | **1,700** | **640** | **1,060** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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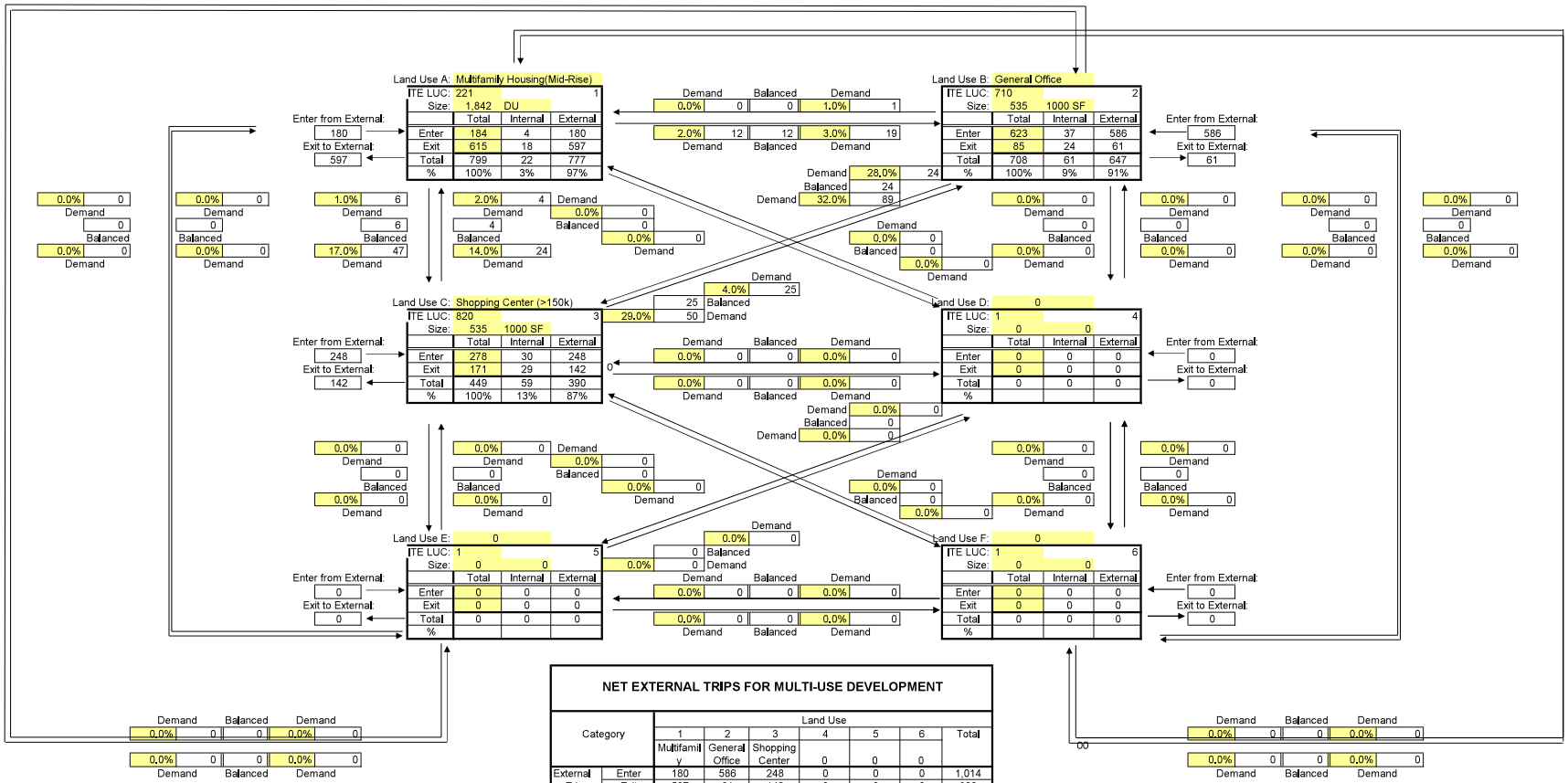
# EXHIBIT 2B

**Analysis Period:** PM____, Midday____, AM __X__. **Project Number:** 023009 **Task Number:** ____

**Analyst:** MEP **Project Name:** Selvitz Road Ft. Pierce

**Date:** 9/27/2022 **Scenario:** AM Peak Hour - 0.2 FAR




## NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 180 | 586 | 248 | 0 | 0 | 0 | 1,014 |
| | Exit | 597 | 61 | 142 | 0 | 0 | 0 | 800 |
| | Total | 777 | 647 | 390 | 0 | 0 | 0 | **1,814** |
| Internal Trips | Enter | 4 | 37 | 30 | 0 | 0 | 0 | 71 |
| | Exit | 18 | 24 | 29 | 0 | 0 | 0 | 71 |
| | Total | 22 | 61 | 59 | 0 | 0 | 0 | **142** |
| Single Use Trip Gen Estimate | | 799 | 708 | 449 | 0 | 0 | 0 | **1,956** |

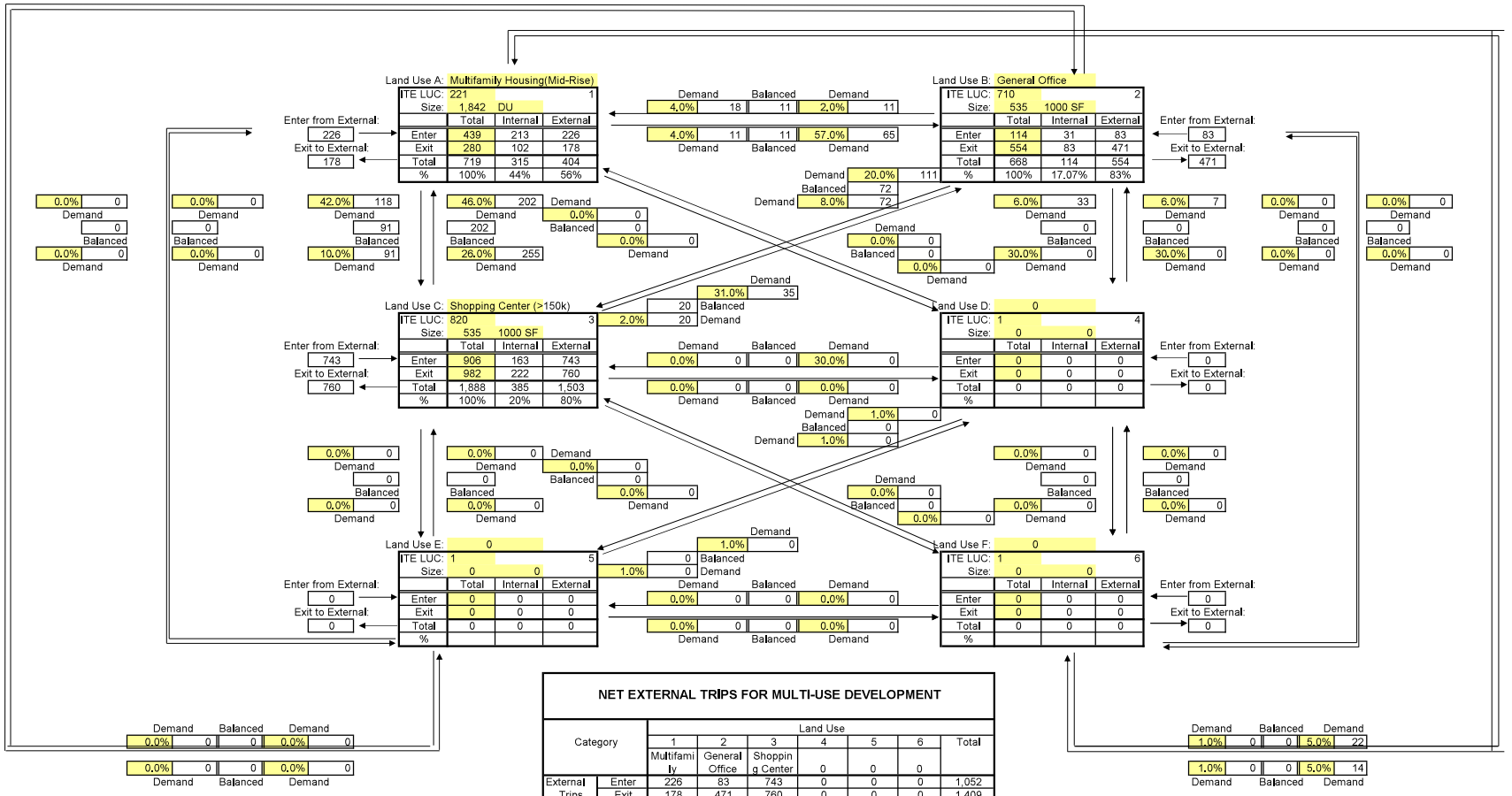
Print Date = 09/27/22

File Name = S:\JOBS - SHARE DRIVE\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 9-23-22\[TRIP GENERATION Selzitz FLU 9-23.xlsx]tgen-Prop Rezoning

# EXHIBIT 2C

**Analysis Period:** PM X , AM ____.
**Analyst:** MEP
**Date:** 9/27/2022

**Project Number:** 023009 **Task Number:**
**Project Name:** Selvitz Road Ft. Pierce
**Scenario:** PM Peak Hour - 0.2 FAR




## NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 226 | 83 | 743 | 0 | 0 | 0 | 1,052 |
| | Exit | 178 | 471 | 760 | 0 | 0 | 0 | 1,409 |
| | Total | 404 | 554 | 1,503 | 0 | 0 | 0 | **2,461** |
| Internal Trips | Enter | 213 | 31 | 163 | 0 | 0 | 0 | 407 |
| | Exit | 102 | 83 | 222 | 0 | 0 | 0 | 407 |
| | Total | 315 | 114 | 385 | 0 | 0 | 0 | **814** |
| Single Use Trip Gen Estimate | | 719 | 668 | 1,888 | 0 | 0 | 0 | **3,275** |

Print Date = ######
File Name = S:\JOBS - SHARE DRIVE\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 9-23-22\[TRIP GENERATION Selzitz FLU 9-23.xlsx]tgen-Prop Rezoning

**EXHIBIT 3**

**Selvitz Road Ft. Pierce**

**Trip Generation - Rezoning**

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Proposed Maximum Zoning Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 342 | DU | 1,585 | 139 | 32 | 107 | 134 | 82 | 52 |
| Warehouse | 915.413 | 1000 SF | 1,485 | 133 | 105 | 28 | 136 | 34 | 102 |
| Single Family Detached | 35 | DU | 384 | 29 | 8 | 21 | 37 | 23 | 14 |
| Single Family Attached | 405 | DU | 3,036 | 205 | 64 | 141 | 239 | 136 | 103 |
| Subtotal | | | 6,490 | 506 | 209 | 297 | 546 | 275 | 271 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.2% | 3.7% | 59 | 3 | 1 | 2 | 5 | 4 | 1 |
| Warehouse | 3.8% | 2.2% | 33 | 5 | 4 | 1 | 3 | 1 | 2 |
| Single Family Detached | 3.4% | 2.7% | 10 | 1 | 0 | 1 | 1 | 0 | 1 |
| Single Family Attached | 0.5% | 0.4% | 13 | 1 | 0 | 1 | 1 | 0 | 1 |
| Subtotal | 2.0% | 1.8% | 115 | 10 | 5 | 5 | 10 | 5 | 5 |
| ***NET PROPOSED REZONING TRIPS*** | | | ***6,375*** | ***496*** | ***204*** | ***292*** | ***536*** | ***270*** | ***266*** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| Warehouse | 150 | 1000 SF | T = 1.58 (X) + 38.29 | 0% | 79/21 | T = 0.12 (X) + 23.62 | 25/75 | T = 0.12 (X) + 26.48 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |

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# APPENDIX A.

# AADT

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8549 - S 25TH ST (CR 615) - N OF DADE RD (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 15700 C | N 7600 | S 8100 | 9.00 | 50.90 | 18.10 |
| 2020 | 16800 S | N 8300 | S 8500 | 9.00 | 51.30 | 5.20 |
| 2019 | 17600 F | N 8700 | S 8900 | 9.00 | 51.00 | 5.20 |
| 2018 | 17800 C | N 8800 | S 9000 | 9.00 | 51.30 | 5.20 |
| 2017 | 18200 S | N 8900 | S 9300 | 9.00 | 50.90 | 10.00 |
| 2016 | 17800 F | N 8700 | S 9100 | 9.00 | 50.90 | 10.00 |
| 2015 | 17600 C | N 8600 | S 9000 | 9.00 | 51.00 | 10.00 |
| 2014 | 16300 C | N 8000 | S 8300 | 9.00 | 50.80 | 3.60 |
| 2013 | 14100 C | N 7300 | S 6800 | 9.00 | 50.80 | 3.60 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8539 - MIDWAY RD FROM SELVITZ RD TO WEST VIRGINIA DR (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 24000 C | E 11000 | W 13000 | 9.00 | 50.90 | 10.50 |
| 2020 | 15500 S | E 7800 | W 7700 | 9.00 | 51.30 | 10.80 |
| 2019 | 16200 F | E 8200 | W 8000 | 9.00 | 51.00 | 10.80 |
| 2018 | 16400 C | E 8300 | W 8100 | 9.00 | 51.30 | 10.80 |
| 2017 | 12900 S | E 6300 | W 6600 | 9.00 | 50.90 | 8.90 |
| 2016 | 12700 F | E 6200 | W 6500 | 9.00 | 50.90 | 8.90 |
| 2015 | 12500 C | E 6100 | W 6400 | 9.00 | 51.00 | 8.90 |
| 2014 | 14400 F | E 7100 | W 7300 | 9.00 | 50.80 | 4.40 |
| 2013 | 14400 C | E 7100 | W 7300 | 9.00 | 50.80 | 4.40 |
| 2012 | 14200 C | E 7100 | W 7100 | 9.00 | 56.80 | 4.40 |
| 2011 | 12100 T | 0 | 0 | 9.00 | 57.20 | 7.60 |
| 2010 | 12100 S | E 6200 | W 5900 | 10.32 | 55.40 | 12.10 |
| 2009 | 12100 F | E 6200 | W 5900 | 10.27 | 57.35 | 12.10 |
| 2008 | 12300 C | E 6300 | W 6000 | 10.45 | 58.06 | 12.10 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8538 - MIDWAY RD FROM GLADE RD TO FLORIDA TURNPIKE (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 18700 C | E 9900 | W 8800 | 9.00 | 50.90 | 17.20 |
| 2020 | 15900 S | E 8200 | W 7700 | 9.00 | 51.30 | 10.90 |
| 2019 | 16600 F | E 8600 | W 8000 | 9.00 | 51.00 | 10.90 |
| 2018 | 16800 C | E 8700 | W 8100 | 9.00 | 51.30 | 10.90 |
| 2017 | 16000 S | E 8200 | W 7800 | 9.00 | 50.90 | 19.50 |
| 2016 | 15800 F | E 8100 | W 7700 | 9.00 | 50.90 | 19.50 |
| 2015 | 15600 C | E 8000 | W 7600 | 9.00 | 56.30 | 19.50 |
| 2014 | 15900 F | E 7900 | W 8000 | 9.00 | 54.70 | 7.60 |
| 2013 | 15700 C | E 7800 | W 7900 | 9.00 | 57.20 | 7.60 |
| 2012 | 16200 C | E 8100 | W 8100 | 9.00 | 57.00 | 7.60 |
| 2011 | 13000 T | 0 | 0 | 9.00 | 56.50 | 7.60 |
| 2010 | 13000 S | E 6600 | W 6400 | 11.51 | 57.07 | 13.50 |
| 2009 | 13600 F | E 6900 | W 6700 | 11.11 | 58.68 | 13.50 |
| 2008 | 14100 C | E 7200 | W 6900 | 11.51 | 54.38 | 13.50 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8520 - SELVITZ RD FROM PEACHTREE BLVD TO MIDWAY RD (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 8800 F | N 4400 | S 4400 | 9.00 | 50.90 | 9.20 |
| 2020 | 9000 C | N 4500 | S 4500 | 9.00 | 51.30 | 9.20 |
| 2019 | 7600 S | N 3800 | S 3800 | 9.00 | 51.00 | 9.20 |
| 2018 | 7600 F | N 3800 | S 3800 | 9.00 | 51.30 | 9.20 |
| 2017 | 7600 C | N 3800 | S 3800 | 9.00 | 50.90 | 9.20 |
| 2016 | 7300 S | N 3600 | S 3700 | 9.00 | 50.90 | 4.90 |
| 2015 | 7300 F | N 3600 | S 3700 | 9.00 | 51.00 | 4.90 |
| 2014 | 7300 C | N 3600 | S 3700 | 9.00 | 50.80 | 4.90 |
| 2013 | 6700 C | N 3400 | S 3300 | 9.00 | 50.80 | 4.40 |
| 2012 | 6900 C | N 3400 | S 3500 | 9.00 | 56.80 | 4.40 |
| 2011 | 7600 T | 0 | 0 | 9.00 | 57.20 | 3.10 |
| 2010 | 7600 S | N 3800 | S 3800 | 10.32 | 55.40 | 7.30 |
| 2009 | 7600 F | N 3800 | S 3800 | 10.27 | 57.35 | 7.30 |
| 2008 | 7600 C | N 3800 | S 3800 | 10.45 | 58.06 | 7.30 |
| 2007 | 8100 C | N 3900 | S 4200 | 10.31 | 58.74 | 7.80 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7055 - CR 615/25TH STREET SOUTH/ST. JAMES DR - S. OF MIDWAY RD WEST (COUNTY 172)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 15200 T | N 7600 | S 7600 | 9.00 | 50.90 | 7.20 |
| 2020 | 15400 S | N 7700 | S 7700 | 9.00 | 51.30 | 31.50 |
| 2019 | 16100 F | N 8000 | S 8100 | 9.00 | 51.00 | 7.80 |
| 2018 | 16300 C | N 8100 | S 8200 | 9.00 | 51.30 | 5.80 |
| 2017 | 17200 E | N 8500 | S 8700 | 9.00 | 50.90 | 10.00 |
| 2016 | 16000 R | N 7900 | S 8100 | 9.00 | 50.90 | 6.20 |
| 2015 | 15800 T | N 7800 | S 8000 | 9.00 | 51.00 | 41.80 |
| 2014 | 15800 S | N 7800 | S 8000 | 9.00 | 50.80 | 49.50 |
| 2013 | 15800 F | N 7800 | S 8000 | 9.00 | 50.80 | 11.90 |
| 2012 | 15800 C | N 7800 | S 8000 | 9.00 | 56.80 | 7.10 |
| 2011 | 17000 F | N 8400 | S 8600 | 9.00 | 57.20 | 7.60 |
| 2010 | 17000 C | N 8400 | S 8600 | 10.32 | 55.40 | 4.90 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7011 - ON GLADES CUT-OFF RD - W. OF SELVITZ RD (COUNTY 113)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 5400 S | E 2700 | W 2700 | 9.00 | 50.90 | 7.20 |
| 2020 | 5400 F | E 2700 | W 2700 | 9.00 | 51.30 | 31.50 |
| 2019 | 5600 C | E 2800 | W 2800 | 9.00 | 51.00 | 7.80 |
| 2018 | 4800 V | E 2400 | W 2400 | 9.00 | 51.30 | 5.80 |
| 2017 | 4800 R | E 2400 | W 2400 | 9.00 | 50.90 | 10.00 |
| 2016 | 4800 T | E 2400 | W 2400 | 9.00 | 50.90 | 6.20 |
| 2015 | 4800 S | E 2400 | W 2400 | 9.00 | 51.00 | 41.80 |
| 2014 | 4800 F | E 2400 | W 2400 | 9.00 | 50.80 | 49.50 |
| 2013 | 4800 C | E 2400 | W 2400 | 9.00 | 50.80 | 11.90 |
| 2012 | 3800 S | E 1900 | W 1900 | 9.00 | 56.80 | 19.20 |
| 2011 | 3800 F | E 1900 | W 1900 | 9.00 | 57.20 | 19.20 |
| 2010 | 3800 C | E 1900 | W 1900 | 10.32 | 55.40 | 19.20 |
| 2009 | 3700 C | E 1800 | W 1900 | 10.27 | 57.35 | 17.00 |
| 2008 | 5300 C | E 2600 | W 2700 | 10.45 | 58.06 | 20.20 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

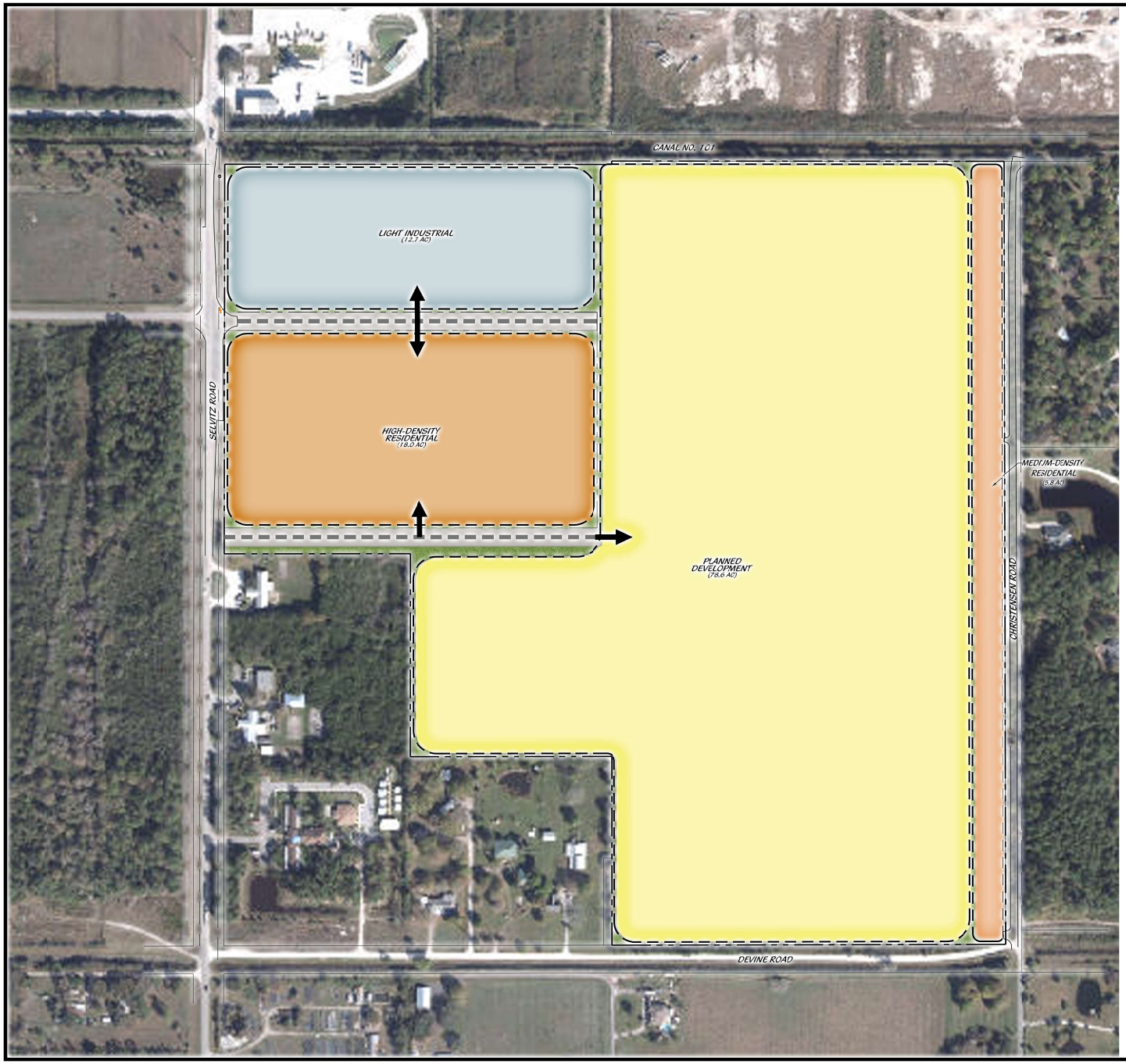
FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0016 - CR 615/25 ST S - N OF CR 712/MIDWAY RD (COUNTY 171 AND 16)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 18000 V | N 8600 | S 9400 | 9.00 | 50.90 | 7.20 |
| 2020 | 18200 R | N 8700 | S 9500 | 9.00 | 51.30 | 31.50 |
| 2019 | 19000 T | N 9100 | S 9900 | 9.00 | 51.00 | 7.80 |
| 2018 | 19200 S | N 9200 | S 10000 | 9.00 | 51.30 | 5.80 |
| 2017 | 19100 F | N 9100 | S 10000 | 9.00 | 50.90 | 10.00 |
| 2016 | 18900 C | N 8900 | S 10000 | 9.00 | 50.90 | 6.20 |
| 2015 | 15900 V | N 7800 | S 8100 | 9.00 | 51.00 | 4.90 |
| 2014 | 15900 R | N 7800 | S 8100 | 9.00 | 50.80 | 5.90 |
| 2013 | 15900 T | N 7800 | S 8100 | 9.00 | 50.80 | 8.50 |
| 2012 | 15900 S | N 7800 | S 8100 | 9.00 | 56.80 | 4.20 |
| 2011 | 16100 F | N 7900 | S 8200 | 9.00 | 57.20 | 6.20 |
| 2010 | 16100 C | N 7900 | S 8200 | 10.32 | 55.40 | 6.20 |
| 2009 | 15400 C | N 7800 | S 7600 | 10.27 | 57.35 | 6.20 |
| 2007 | 12600 C | N 6100 | S 6500 | 10.31 | 58.74 | 5.20 |
| 2006 | 13300 C | N 6500 | S 6800 | 10.73 | 65.89 | 7.70 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES




# APPENDIX B.

LAND USE: MXD (MIXED USE)
REZONING:
- LI (LIGHT INDUSTRIAL)
- R-5 (HIGH DENSITY RESIDENTIAL)
- R-4 (MEDIUM DENSITY RESIDENTIAL)
- PD (PLANNED DEVELOPMENT)

ZONING KEY

- LIGHT INDUSTRIAL (LI)- 12.7 AC
- HIGH DENSITY RESIDENTIAL (R-5)- 18 AC
- MEDIUM DENSITY RESIDENTIAL (R-4)- 5.8 AC
- PLANNED DEVELOPMENT (PD)- 78.6 AC

CONCEPTUAL PLAN

0' 75' 150' 300' 450' 600'

Scale: 1" = 150'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 - Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

SELVITZ ROAD
Ft. Pierce, Florida

DESIGNED LAH
DRAWN LAH
DATE 04-21-22
REVISIONS

SHEET 1 OF 1

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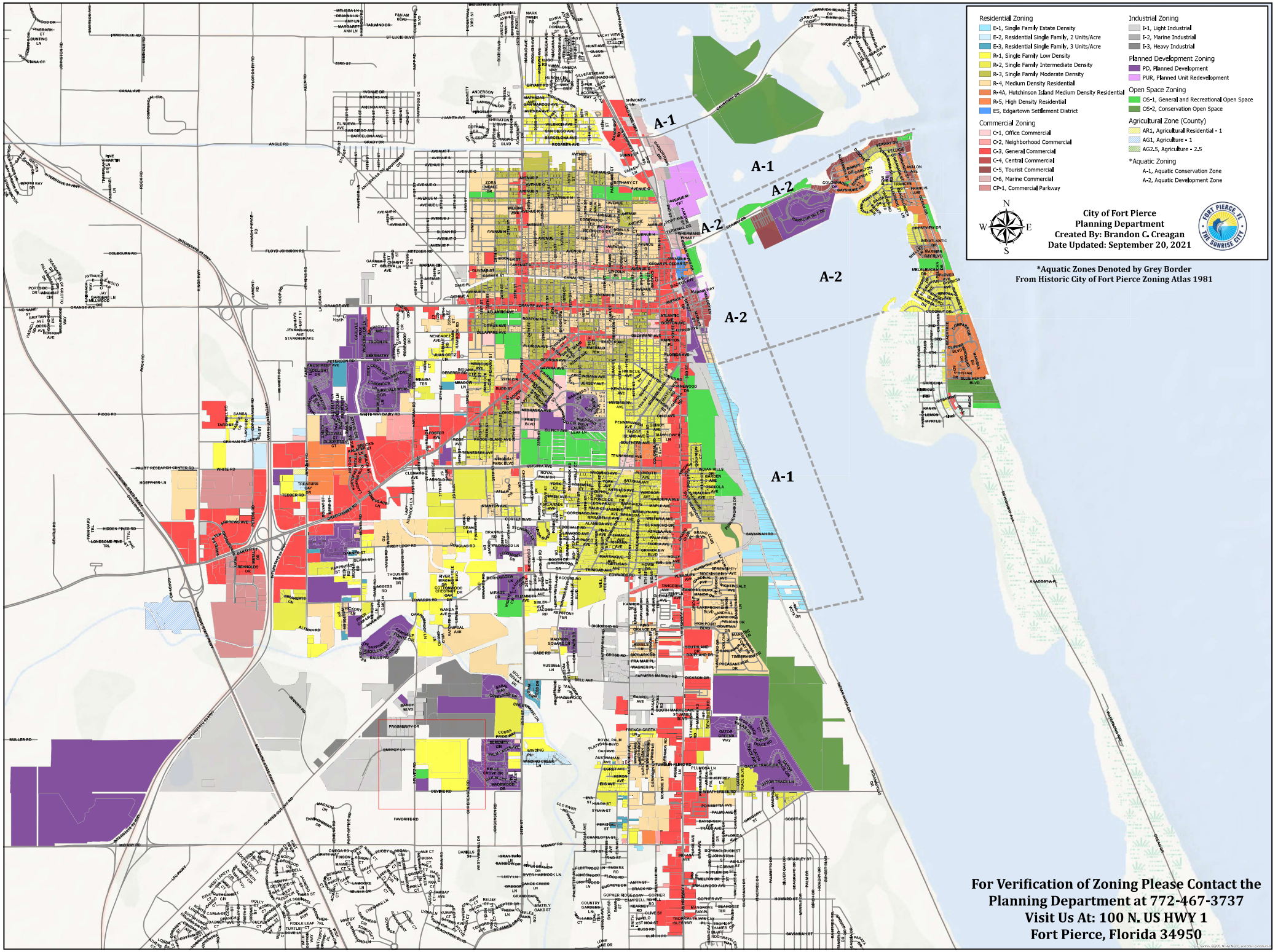
These drawings are the property of the architect and are not to be used for extensions or for other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.


Residential Zoning
E-1, Single Family Estate Density
E-2, Residential Single Family, 2 Units/Acre
E-3, Residential Single Family, 3 Units/Acre
R-1, Single Family Low Density
R-2, Single Family Intermediate Density
R-3, Single Family Moderate Density
R-4, Medium Density Residential
R-4A, Hutchinson Island Medium Density Residential
R-5, High Density Residential
ES, Edgartown Settlement District
Commercial Zoning
C-1, Office Commercial
C-2, Neighborhood Commercial
C-3, General Commercial
C-4, Central Commercial
C-5, Tourist Commercial
C-6, Marine Commercial
CP-1, Commercial Parkway
Industrial Zoning
I-1, Light Industrial
I-2, Marine Industrial
I-3, Heavy Industrial
Planned Development Zoning
PD, Planned Development
PUR, Planned Unit Redevelopment
Open Space Zoning
OS-1, General and Recreational Open Space
OS-2, Conservation Open Space
Agricultural Zone (County)
AR1, Agricultural Residential - 1
AG1, Agriculture - 1
AG2.5, Agriculture - 2.5
*Aquatic Zoning
A-1, Aquatic Conservation Zone
A-2, Aquatic Development Zone
N
W
E
S
City of Fort Pierce
Planning Department
Created By: Brandon C. Creagan
Date Updated: September 20, 2021
FORT PIERCE, FL
THE SUNRISE CITY
*Aquatic Zones Denoted by Grey Border
From Historic City of Fort Pierce Zoning Atlas 1981
A-1
A-2
A-2
A-2
A-1
For Verification of Zoning Please Contact the
Planning Department at 772-467-3737
Visit Us At: 100 N. US HWY 1
Fort Pierce, Florida 34950

APPENDIX D.

**GOP Table 1-1: Future Land Use Density/Intensity Summary Table**

| *Land Use Category* | ***Residential Density (dwelling units per gross acre)**** *(Also refer density bonus outlined in Policy 1.1.5)** | ***Non-Residential Floor Area Ratio (FAR)**** | *Land Use Breakdown* |
|---|---|---|---|
| ***RESIDENTIAL*** | | | |
| **Low Density Residential (RL)** | 1-6.5 du/ac | - | |
| **Hutchinson Island Residential (HIR)** | 8 du/ac | - | |
| **Medium Density Residential (RM)** | 6.5-12 du/ac | - | |
| **High Density Residential (RH)** | 12-18 du/ac | - | |
| ***COMMERCIAL*** | | | |
| **Boundary Commercial (BC)** | N/A | 1.0 | N/A |
| **Neighborhood Commercial (NC)** | 10du/ac | 0.5 | Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation. |
| **General Commercial (GC)** | 15 du/ac | 1.0 | Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation. |

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

| *Land Use Category* | ***Residential Density (dwelling units per gross acre)**** *(Also refer density bonus outlined in Policy 1.1.5)** | ***Non-Residential Floor Area Ratio (FAR)**** | *Land Use Breakdown* |
|---|---|---|---|
| **Offices - Professional and Business Services (OP)** | 10-18 du/ac | 1.0 | Residential uses may comprise up to 20% of the total floor area of the OP future land use designation. |
| ***PUBLIC/INSTITUTIONAL*** | | | |
| **Institutional (INST)** | N/A | 1.0 | N/A |
| ***INDUSTRIAL*** | | | |
| **Boundary Industrial (BI)** | N/A | 1.5 | N/A |
| **Industrial (I)** | N/A | 1.5 | N/A |
| **Heavy Industrial (HI)** | N/A | 2.0 | N/A |
| ***CONSERVATION/OPEN SPACE*** | | | |
| **Conservation and Open Space (COS)** | N/A | 0.25 | N/A |

* - Density bonus provisions are outlined in Policy 1.1.5 of the City's Future Land Use Element.

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

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

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

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

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

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

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

## A.2 PROJECT INDEX AND TIP/RLRTP CROSS REFERENCE

| PROJECT NAME | PROJECT LIMITS FROM | PROJECT LIMITS TO | DESCRIPTION | PROJECT NUMBER | LRTP Page | TIP Page | TIP MAP Page |
|---|---|---|---|---|---|---|---|
| A1A BIG MUD CREEK AND BLIND CREEK BRIDGES | BIG MUD CREEK BRIDGE | BLIND CREEK BRIDGE | BRIDGE REPLACEMENT | 4491791 | 3-9 | C 6-2 | A-5 |
| A1A NORTH CAUSEWAY BRIDGE | ENTIRE BRIDGE | ENTIRE BRIDGE | BRIDGE REPLACEMENT | 4299362 | 8-3 | C 6-3 | A-4 |
| A1A SUNTRAIL | FT PIERCE INLET STATE PARK | SLC/INDIAN RIVER COUNTY LINE | BIKE PATH/TRAIL | 4435061 | 8-2 | C 1-2 | A-4 |
| BELL AVENUE | SOUTH 25TH ST | SUNRISE BLVD | BIKE LANE/SIDEWALK | 4460761 | 8-2 | C 1-3 | A-4 |
| EMERSON AVE | INDRIO RD | 25TH ST | RESURFACING | 4476511 | 3-9 | C 1-4 | A-4 |
| FEC OVERPASS | SAVANNAS RECREATION AREA | SOUTH OF SAVANNAH RD. | BIKE PATH/TRAIL | 4400321 | 8-2 | C 1-5 | A-4 |
| GATLIN BLVD | WEST OF I-95 | PORT ST LUCIE BLVD | TRAFFIC CONTROL DEVICES/SYSTEM | 4447071 | 8-3 | C 1-6 | A-5 |
| HISTORIC HIGHWAYMAN TRAIL GAP | INDIAN HILLS DR | GEORGIA AVE | BIKE PATH/TRAIL | 4400342 | 8-11 | C 1-7 | A-4 |
| I-95 @ GATLIN BLVD | OFF-RAMPS | OFF-RAMPS | INTERCHANGE - ADD LANES | 4397611 | 8-3 | C 1-8 | A-5 |
| I-95 @ ORANGE AVE | NB EXIT RAMP TO WB ORANGE AVE | NB EXIT RAMP TO WB ORANGE AVE | SKID HAZARD OVERLAY | 4492811 | 3-9 | C 1-10 | A-4 |
| I-95 @ ST. LUCIE WEST BLVD | INTERCHANGE | INTERCHANGE | INTERCHANGE - ADD LANES | 4353371 | 8-2 | C 1-12 | A-5 |
| I-95 FROM GATLIN BLVD TO ST. LUCIE WEST BLVD | GATLIN BLVD | ST. LUCIE WEST BLVD | SKID HAZARD OVERLAY | 4438471 | 3-9 | C 1-13 | A-5 |
| I-95 FROM GLADES CUT-OFF RD TO FL TPK | N OF GLADES CUT-OFF RD | N OF FLORIDA TURNPIKE | RESURFACING | 4491631 | 3-9 | C 1-14 | A-4 |
| I-95 FROM SLC/MARTIN TO SR-70 | SLC/MARTIN COUNTY LINE | SR-70/OKEECHOBEE RD | PD&E/EMO STUDY | 4226816 | 8-3 | C 1-15 | A-4, 5 |
| I-95 ST. LUCIE SOUTHBOUND REST AREA | REST AREA | REST AREA | REST AREA | 4499611 | 3-9 | C 1-16 | A-4 |
| INTERSECTION LIGHTING RETROFIT IMPROVEMENT | VARIOUS LOCATIONS | VARIOUS LOCATIONS | LIGHTING | 4470031 | 8-3 | C 1-17 | A-4 |
| JENKINS RD | GLADES CUT OFF RD | ORANGE AVENUE | PD&E/EMO STUDY | 4463311 | 8-3 | C 1-18 | A-4 |
| KESTOR DR | DARWIN BOULEVARD | BECKER RD | SIDEWALK | 4489981 | 8-11 | C 1-19 | A-5 |
| KINGS HWY | 400 feet S OF OKEECHOBEE RD | NORTH OF PICOS RD | ADD LANES & RECONSTRUCT | 2302566 | 8-2 | C 1-20 | A-4 |
| KINGS HWY | NORTH OF COMMERCIAL CIR | ST LUCIE BLVD | ADD LANES & RECONSTRUCT | 4383792 | 8-2 | C 1-21 | A-4 |
| KINGS HWY | N OF I-95 OVERPASS | N OF COMMERCIAL CIR | ADD LANES & RECONSTRUCT | 4383791 | 8-2 | C 1-22 | A-4 |
| KINGS HWY | NORTH OF PICOS RD | NORTH OF I-95 OVERPASS | ADD LANES & RECONSTRUCT | 2302567 | 8-2 | C 1-23 | A-4 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| KINGS HWY | N OF I-95 OVERPASS | SOUTH OF ANGLE | ADD LANES & RECONSTRUCT | 4383794 | 8-2 | C 1-26 | A-4 |
| MIDWAY RD | GLADES CUT OFF RD | SELVITZ ROAD | ADD LANES & RECONSTRUCT | 2314403 | 8-2 | C 1-27 | A-4, 5 |
| MIDWAY RD | JENKINS RD | SELVITZ RD | ADD LANES & RECONSTRUCT | 2314405 | 8-11 | C 1-28 | A-4, 5 |
| OKEECHOBEE RD | IDEAL HOLDING RD | ROCK RD | RESURFACING | 4476531 | 3-9 | C 1-29 | A-4 |
| OLEANDER AVE | SOUTH MARKET AVE | EDWARDS RD | SIDEWALK | 4480661 | 8-11 | C 1-30 | A-4 |
| ORANGE AVE | KINGS HWY | E OF I-95 SB RAMP | INTERCHANGE - ADD LANES | 4461681 | 8-3 | C 1-31 | A-4 |
| ORANGE AVE | KINGS HWY | US-1 | ATMS - ARTERIAL TRAFFIC MGMT | 4496961 | 8-11 | C 1-32 | A-4 |
| ORANGE AVE | NORTH 32ND ST | US-1 | RESURFACING | 4461691 | 3-9 | C 1-33 | A-4 |
| OUTFALL FOR VIRGINIA AVE | OLEANDER BLVD | INDIAN HILLS DR | DRAINAGE IMPROVEMENTS | 4417151 | 3-9 | C 1-34 | A-4 |
| PORT ST. LUCIE BLVD | BECKER RD | PAAR DRIVE | ADD LANES & RECONSTRUCT | 4317523 | 8-2 | C 1-35 | A-5 |
| PORT ST. LUCIE BLVD | PAAR DRIVE | DARWIN BLVD | ADD LANES & RECONSTRUCT | 4317522 | 8-2 | C 1-36 | A-5 |
| PORT ST. LUCIE BLVD | SOUTH OF PAAR DR | SOUTH OF ALCANTARRA BLVD | ADD LANES & RECONSTRUCT | 4317525 | 8-2 | C 1-37 | A-5 |
| PORT ST. LUCIE BLVD | SHELTER DR | US-1 | RESURFACING | 4463761 | 3-9 | C 1-38 | A-5 |
| PRIMA VISTA BLVD TSM&O | AIROSO BLVD | NARANJA AVE | ITS COMMUNICATION SYSTEM | 4481341 | 8-11 | C 1-39 | A-5 |
| S 25TH ST | N OF EDWARDS RD | N OF VIRGINIA AVE | RESURFACING | 4461701 | 3-9 | C 1-40 | A-4 |
| SAVANNAS PRESERVE STATE PARK GAP | LENNARD RD | SAVANNAS RECREATION AREA | BIKE PATH/TRAIL | 4399993 | 8-3 | C 1-41 | A-4, 5 |
| SAVANNAS PRESERVE STATE PARK GAP | WALTON RD | LENNARD RD | BIKE PATH/TRAIL | 4399992 | 8-2 | C 1-42 | A-5 |
| SELVITZ RD | NW FLORESTA DRIVE | NW BAYSHORE BLVD | BIKE LANE/SIDEWALK | 4460741 | 8-2 | C 1-43 | A-5 |
| ST. LUCIE BLVD | EAST OF N 25 ST | WEST OF US-1 | RESURFACING | 4484491 | 3-9 | C 1-44 | A-4 |
| ST. LUCIE COUNTY PORT OF FT. PIERCE | PORT OF FT. PIERCE | PORT OF FT. PIERCE | SEAPORT REVENUE/OPERAT PROJECT | 4150862 | 3-9 | C 8-2 | A-4 |
| TURNPIKE RESURFACING | MP 169.3 | MP 173 | RESURFACING | 4444021 | 3-9 | C 7-5 | A-4 |
| US HIGHWAY 1 | EDWARDS RD | TENNESSEE AVE | DRAINAGE IMPROVEMENTS | 4417141 | 3-9 | C 1-45 | A-4 |
| US HIGHWAY 1 | MARTIN/ST. LUCIE COUNTY LINE | PORT ST. LUCIE BLVD | RESURFACING | 4476521 | 3-9 | C 1-46 | A-5 |
| US HIGHWAY 1 | NORTH OF VIRGINIA AVE | SUNNY LANE | RESURFACING | 4461091 | 3-9 | C 1-47 | A-4 |
| US HIGHWAY 1 | SOUTH OF JUANITA AVE | NORTH OF KINGS HWY | RESURFACING | 4484501 | 3-9 | C 1-48 | A-4 |
| WALTON RD | 800 FEET EAST OF LENNARD RD | GREEN RIVER PKWY | SIDEWALK | 4483081 | 8-11 | C 1-49 | A-5 |

**ROADS IMPACT FEES - FUND 310006**
CAPITAL IMPROVEMENT PLAN

***REVENUES:***

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 |
|---|---|---|---|---|---|
| Available Major Project Reserves | $ 37,605,174 | $ 18,347,272 | $ 7,686,786 | $ 1,513,650 | $ 2,159,167 |
| Residential Impact Fees | $ 8,413,791 | $ 8,126,589 | $ 7,690,100 | $ 7,459,529 | $ 7,459,529 |
| Commercial Impact Fees | $ 934,866 | $ 902,954 | $ 854,456 | $ 828,837 | $ 828,837 |
| Reimbursement | $ - | $ - | $ 5,000,000 | $ 5,000,000 | $ 5,000,000 |
| Interest | $ 564,078 | $ 275,209 | $ 115,302 | $ 22,705 | $ 32,387 |
| Less 5 Percent | $ (495,637) | $ (465,238) | $ (682,993) | $ (665,553) | $ (666,038) |
| | | | | | |
| **Total Budgeted Revenues** | **$ 47,022,272** | **$ 27,186,786** | **$ 20,663,650** | **$ 14,159,167** | **$ 14,813,881** |

***EXPENDITURES:***

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FUTURE ANTICIPATED NEEDS |
|---|---|---|---|---|---|---|
| Glades Cut Off Rd Improvements | $ - | $ - | $ - | $ - | $ - | $ 81,100,000 |
| Jenkins Road Phase 1 (from Midway to Glades Cut Off Rd) | $ - | $ 12,000,000 | $ - | $ - | $ - | $ - |
| Jenkins Road Phase 2 (from Glades Cut Off Rd to Orange Ave) | $ 375,000 | $ 1,000,000 | $ - | $ - | $ - | $ 69,000,000 |
| Jenkins Road Phase 3 (from Orange Ave to St Lucie Blvd) | $ - | $ - | $ - | $ - | $ - | $ 49,000,000 |
| Midway Rd Widening Phase 1 (Jenkins Rd to Selvitz Rd) | $ 28,000,000 | $ - | $ - | $ - | $ - | $ - |
| Midway Rd (Glades Cut Off to Jenkins) Includes Tpk Interchange | $ - | $ - | $ - | $ - | $ - | $ 75,250,000 |
| Selvitz Road Improvements (Glades Cut Off Rd to Edwards Rd) | $ - | $ - | $ 17,000,000 | $ - | $ - | $ - |
| Walton Road Sidewalk (Lennard Rd to Green River Pkwy) | $ 200,000 | $ 1,000,000 | $ - | $ - | $ - | $ - |
| North County Airport Connector (I-95 to King's Hwy) | $ - | $ - | $ - | $ - | $ 2,000,000 | $ 52,600,000 |
| Selvitz Rd and Glades Cut Off Rd Intersection Improvements | $ - | $ - | $ - | $ - | $ - | $ 21,100,000 |
| Bell Ave Sidewalk (25th Street to Sunrise Blvd) | $ 100,000 | $ - | $ - | $ - | $ - | $ - |
| Oleander Ave Sidewalk (South Market Ave to Edwards Rd) | $ - | $ 1,000,000 | $ 150,000 | $ - | $ 450,000 | $ - |
| Selvitz Rd Widening (Midway Rd-Glades Cut Off Rd) | $ - | $ - | $ - | $ - | $ - | $ 17,100,000 |
| Edwards Rd Widening (Jenkins Rd to 25th St) | $ - | $ 1,500,000 | $ 2,000,000 | $ 10,000,000 | $ - | $ - |
| Glades Cut Off Widening | $ - | $ 2,500,000 | $ - | $ 2,000,000 | $ 6,000,000 | $ - |
| St. Lucie West at Peacock Blvd Intersection (City of PSL) | $ - | $ 500,000 | $ - | $ - | $ 1,000,000 | tbd |
| | | | | | | |
| **Total Budgeted Expenses** | **$ 28,675,000** | **$ 19,500,000** | **$ 19,150,000** | **$ 12,000,000** | **$ 9,450,000** | **$ 365,150,000** |

***SUMMARY:***

| | | | | | |
|---|---|---|---|---|---|
| Revenues | $ 47,022,272 | $ 27,186,786 | $ 20,663,650 | $ 14,159,167 | $ 14,813,881 |
| Expenses | $ (28,675,000) | $ (19,500,000) | $ (19,150,000) | $ (12,000,000) | $ (9,450,000) |
| **CIP Reserve for Future Projects** | **$ 18,347,272** | **$ 7,686,786** | **$ 1,513,650** | **$ 2,159,167** | **$ 5,363,881** |

| ID | Roadway Name | From | To | E+C Lanes | Needs Plan Lanes | Project Type | Length (miles) |
|---|---|---|---|---|---|---|---|
| 133 | California Boulevard | Savona Boulevard | Del Rio Boulevard | 2 | 4 | Widen 2L to 4L | 1.33 |
| 134 | Discovery Way[1] | N-S Road B | Village Parkway | 2 | 4 | Widen 2L to 4L | 1.31 |
| 135 | East Torino Parkway | NW Cashmere Boulevard | Midway Road | 2 | 4 | Widen 2L to 4L | 2.73 |
| 136 | Glades Cut Off Road | Arterial A | Selvitz Road | 2 | 4 | Widen 2L to 4L | 5.39 |
| 137 | Jenkins Road | Altman Road | Orange Avenue | 2 | 4 | Widen 2L to 4L | 3.01 |
| 138 | Jenkins Road | Orange Avenue | N Jenkins Road | 2 | 4 | Widen 2L to 4L | 0.52 |
| 139 | Jenkins Road | Midway Road | Post Office Road | 2 | 4 | Widen 2L to 4L | 0.34 |
| 140 | Jenkins Road | Glades Cut-Off Road | Walmart Distribution Center | 2 | 4 | Widen 2L to 4L | 0.58 |
| 141 | Kings Highway | south of Indrio Road | US-1 | 2 | 4 | Widen 2L to 4L | 2.85 |
| 142 | McCarty Road[1] | Williams Road | Midway Road | 2 | 4 | Widen 2L to 4L | 1.27 |
| 143 | Midway Road | East Torino Parkway | Selvitz Road | 2 | 4 | Widen 2L to 4L | 1.33 |
| 144 | NW Cashmere Boulevard | Swan Lake Circle | East Torino Parkway | 2 | 4 | Widen 2L to 4L | 1.22 |
| 145 | Savona Boulevard | Gatlin Boulevard | California Boulevard | 2 | 4 | Widen 2L to 4L | 1.08 |
| 146 | Selvitz Road | Bayshore Drive | Milner Drive | 2 | 4 | Widen 2L to 4L | 2.68 |
| 148 | Southbend Boulevard | Becker Road | Port St. Lucie Boulevard | 2 | 4 | Widen 2L to 4L | 4.79 |
| 149 | St. Lucie West Boulevard | E of I-95 | Cashmere Boulevard | 4 | 6 | Widen 4L to 6L | 1.92 |
| 150 | I-95 | Martin/St. Lucie County Line | SR-70 | 6 | 8 | Widen 6L to 8L[2] | 14.59 |
| 151 | US-1 | Martin County Line | Indian River County Line | | | Operational Improvement | 21.42 |
| 152 | Seaway Drive | Harbor Isle Marina | north of Blue Heron Boulevard | | | Operational Improvement | 3.87 |

[2] Also known as Highway Capacity for Project Type per the SIS Adopted 1st 5 Year Program.

| ID | Roadway Name | From | To | E+C Lanes | Needs Plan Lanes | Project Type | Length (miles) |
|---|---|---|---|---|---|---|---|
| 153 | Torino Parkway | | | | | Neighborhood Traffic Management | 6.06 |
| 154 | Indian River Drive | Martin/St. Lucie County Line | Seaway Drive | | | Neighborhood Traffic Management | 14.63 |
| 155 | I-95 at Becker Road | | | | | ACES Network | |
| 156 | I-95 at Midway Road | | | | | ACES Network | |
| 157 | Okeechobee Road between Florida's Turnpike & I-95 | | | | | ACES Network | |
| 158 | I-95 at Indrio Road | | | | | ACES Network | |
| 159 | Kings Highway | St. Lucie Boulevard | south of Indrio Road | 2 | 4 | Widen 2L to 4L | 2.4 |
| 160 | Port St. Lucie Boulevard | Becker Road | Paar Drive | 2 | 4 | Widen 2L to 4L | 1.2 |
| 161 | California Boulevard | Del Rio Boulevard | Crosstown Parkway | 2 | 4 | Widen 2L to 4L | 0.37 |
| 162 | Midway Road[1] | Arterial A | I-95 | 2 | 4 | Widen 2L to 4L | 0.88 |
| 163 | Becker Road[1] | N-S Road B | Village Parkway | | 6 | New 6 Lanes | 2.26 |
| 164 | Paar Drive (West)[1] | Range Line Road | N-S Road A | 0 | 2 | New 2 Lanes | 0.94 |
| 165 | Open View Drive (West)[1] | Range Line Road | N-S Road A | 0 | 2 | New 2 Lanes | 0.95 |
| 166 | Trade Center/Tom Mackie[1] | Village Parkway | Discovery Way | 0 | 2 | New 2 Lanes | 0.36 |
| 167 | Village Parkway[1] | Becker Road | Discovery Way | 4 | 6 | Widen 4L to 6L | 3.26 |
| 168 | I-95 at Crosstown Parkway | | | | | ACES Network | |

TABLE 1

# Generalized **Annual Average Daily** Volumes for Florida's Urbanized Areas

January 2020

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 16,800 | 17,700 | ** |
| 4 | Divided | * | 37,900 | 39,800 | ** |
| 6 | Divided | * | 58,400 | 59,900 | ** |
| 8 | Divided | * | 78,800 | 80,100 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 7,300 | 14,800 | 15,600 |
| 4 | Divided | * | 14,500 | 32,400 | 33,800 |
| 6 | Divided | * | 23,300 | 50,000 | 50,900 |
| 8 | Divided | * | 32,000 | 67,300 | 68,100 |

### Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

### Median & Turn Lane Adjustments

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 2 | Divided | Yes | No | +5% |
| 2 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

### One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

### BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 2,900 | 7,600 | 19,700 |
| 50-84% | 2,100 | 6,700 | 19,700 | >19,700 |
| 85-100% | 9,300 | 19,700 | >19,700 | ** |

### PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 2,800 | 9,500 |
| 50-84% | * | 1,600 | 8,700 | 15,800 |
| 85-100% | 3,800 | 10,700 | 17,400 | >19,700 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

**Core Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 47,600 | 66,400 | 83,200 | 87,300 |
| 6 | 70,100 | 97,800 | 123,600 | 131,200 |
| 8 | 92,200 | 128,900 | 164,200 | 174,700 |
| 10 | 115,300 | 158,900 | 203,600 | 218,600 |
| 12 | 136,500 | 192,400 | 246,200 | 272,900 |

**Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 45,900 | 62,700 | 75,600 | 85,400 |
| 6 | 68,900 | 93,900 | 113,600 | 128,100 |
| 8 | 91,900 | 125,200 | 151,300 | 170,900 |
| 10 | 115,000 | 156,800 | 189,300 | 213,600 |

### Freeway Adjustments

| Auxiliary Lanes Present in Both Directions | Ramp Metering |
|---|---|
| + 20,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | 11,700 | 18,000 | 24,200 | 32,600 |
| 4 | Divided | 36,300 | 52,600 | 66,200 | 75,300 |
| 6 | Divided | 54,600 | 78,800 | 99,400 | 113,100 |

### Uninterrupted Flow Highway Adjustments

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 2 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

[1]Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 830 | 880 | ** |
| 2 | Divided | * | 1,910 | 2,000 | ** |
| 3 | Divided | * | 2,940 | 3,020 | ** |
| 4 | Divided | * | 3,970 | 4,040 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 370 | 750 | 800 |
| 2 | Divided | * | 730 | 1,630 | 1,700 |
| 3 | Divided | * | 1,170 | 2,520 | 2,560 |
| 4 | Divided | * | 1,610 | 3,390 | 3,420 |

### Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

### Median & Turn Lane Adjustments

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 1 | Divided | Yes | No | +5% |
| 1 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

### One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

### BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 150 | 390 | 1,000 |
| 50-84% | 110 | 340 | 1,000 | >1,000 |
| 85-100% | 470 | 1,000 | >1,000 | ** |

### PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 140 | 480 |
| 50-84% | * | 80 | 440 | 800 |
| 85-100% | 200 | 540 | 880 | >1,000 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

**Core Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 2 | 2,230 | 3,100 | 3,740 | 4,080 |
| 3 | 3,280 | 4,570 | 5,620 | 6,130 |
| 4 | 4,310 | 6,030 | 7,490 | 8,170 |
| 5 | 5,390 | 7,430 | 9,370 | 10,220 |
| 6 | 6,380 | 8,990 | 11,510 | 12,760 |

**Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 2 | 2,270 | 3,100 | 3,890 | 4,230 |
| 3 | 3,410 | 4,650 | 5,780 | 6,340 |
| 4 | 4,550 | 6,200 | 7,680 | 8,460 |
| 5 | 5,690 | 7,760 | 9,520 | 10,570 |

### Freeway Adjustments

| Auxiliary Lane | Ramp Metering |
|---|---|
| + 1,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | 580 | 890 | 1,200 | 1,610 |
| 2 | Divided | 1,800 | 2,600 | 3,280 | 3,730 |
| 3 | Divided | 2,700 | 3,900 | 4,920 | 5,600 |

### Uninterrupted Flow Highway Adjustments

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 1 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

# APPENDIX H

# Land Use: 110
# General Light Industrial

## Description

A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

## Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 2000s, and the 2010s in Colorado, Connecticut, Indiana, New Jersey, New York, Oregon, Pennsylvania, and Texas.

## Source Numbers

106, 157, 174, 177, 179, 184, 191, 251, 253, 286, 300, 611, 874, 875, 912

# General Light Industrial
# (110)

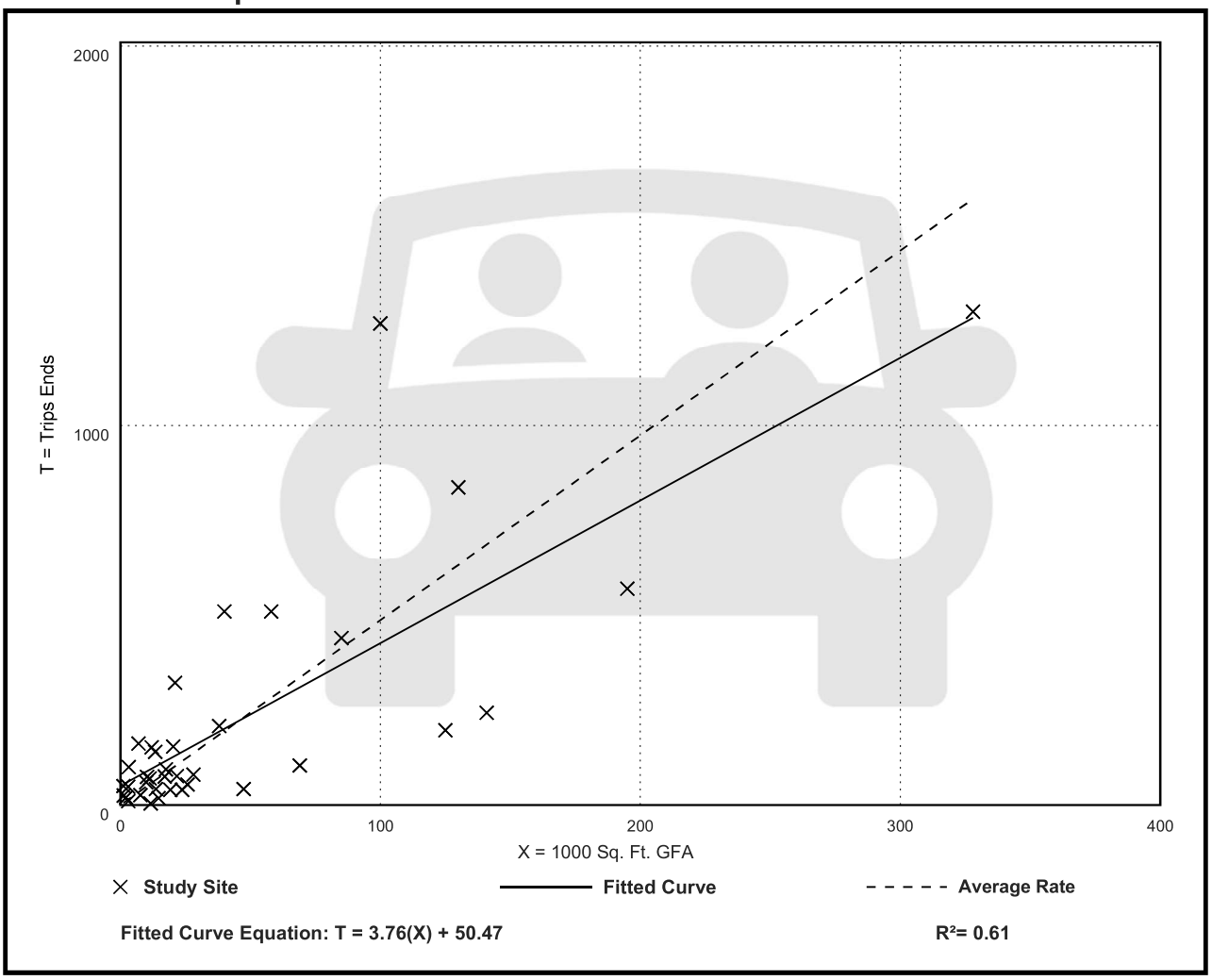
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 4.87 | 0.34 - 43.86 | 4.08 |

## Data Plot and Equation



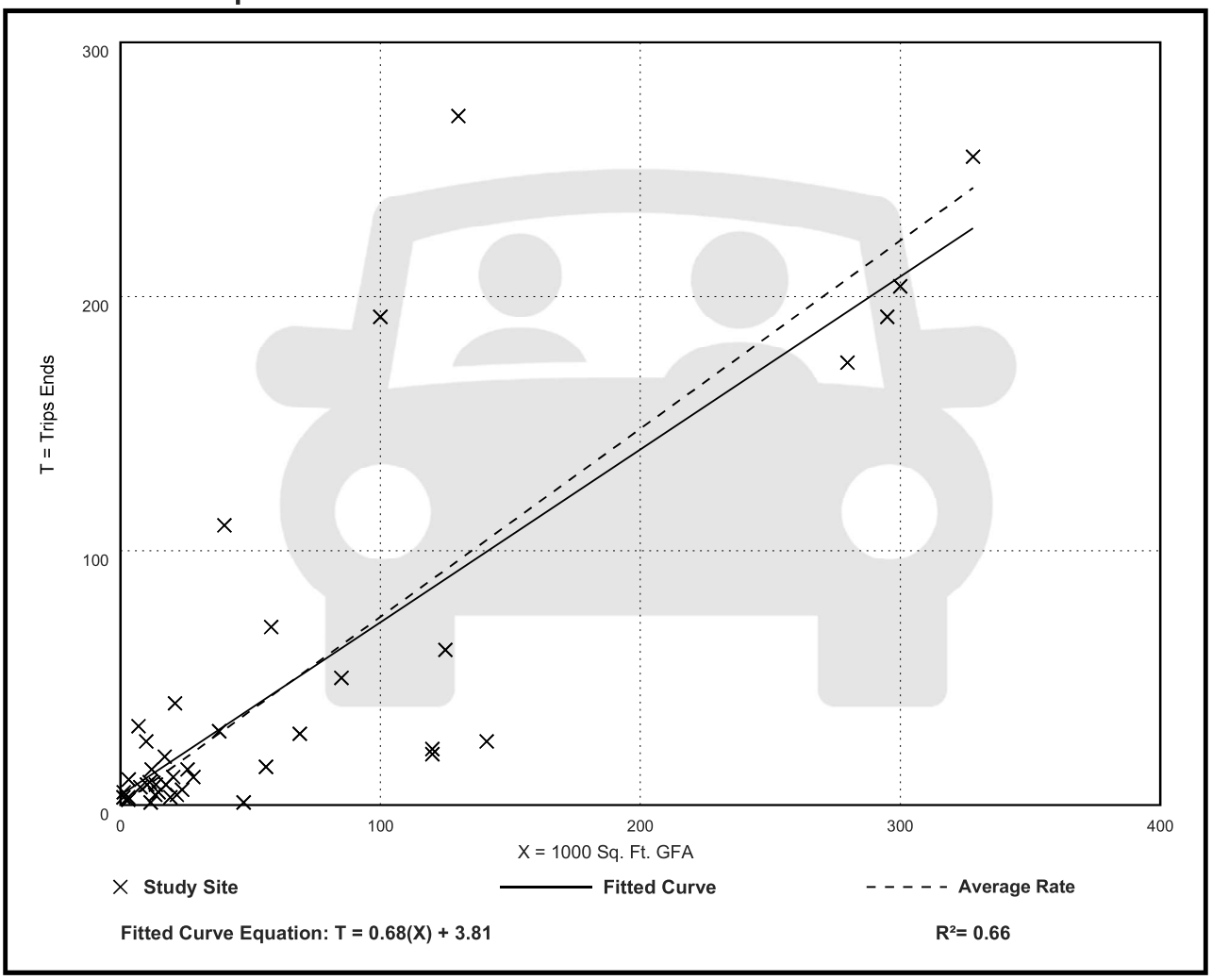
# General Light Industrial
# (110)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 41
Avg. 1000 Sq. Ft. GFA: 65
Directional Distribution: 88% entering, 12% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.74 | 0.02 - 4.46 | 0.61 |

## Data Plot and Equation



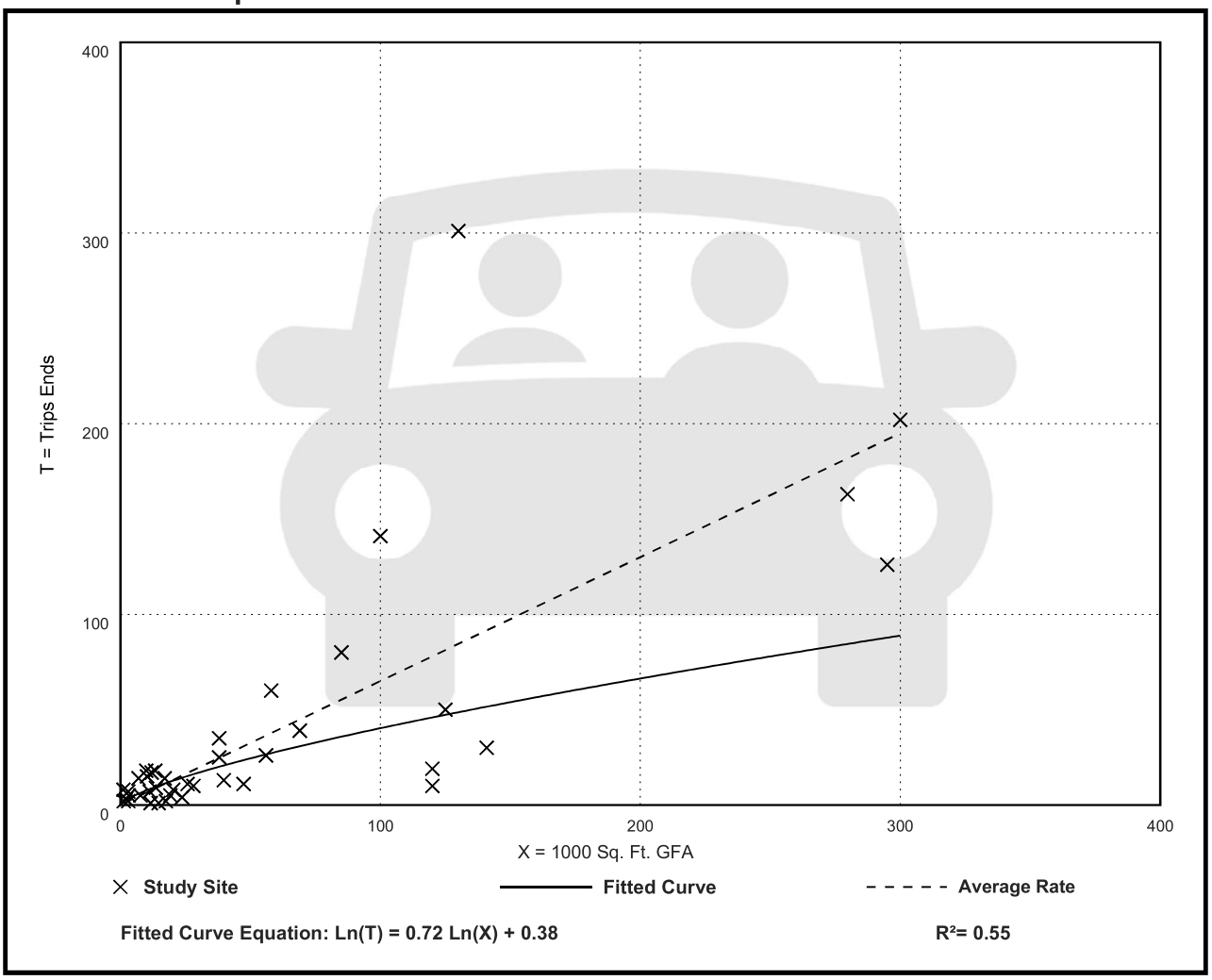
# General Light Industrial
# (110)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 58
Directional Distribution: 14% entering, 86% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.65 | 0.07 - 7.02 | 0.56 |

## Data Plot and Equation



# Land Use: 210
# Single-Family Detached Housing

## Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

## Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

## Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

## Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077,1078, 1079

# Single-Family Detached Housing
# (210)

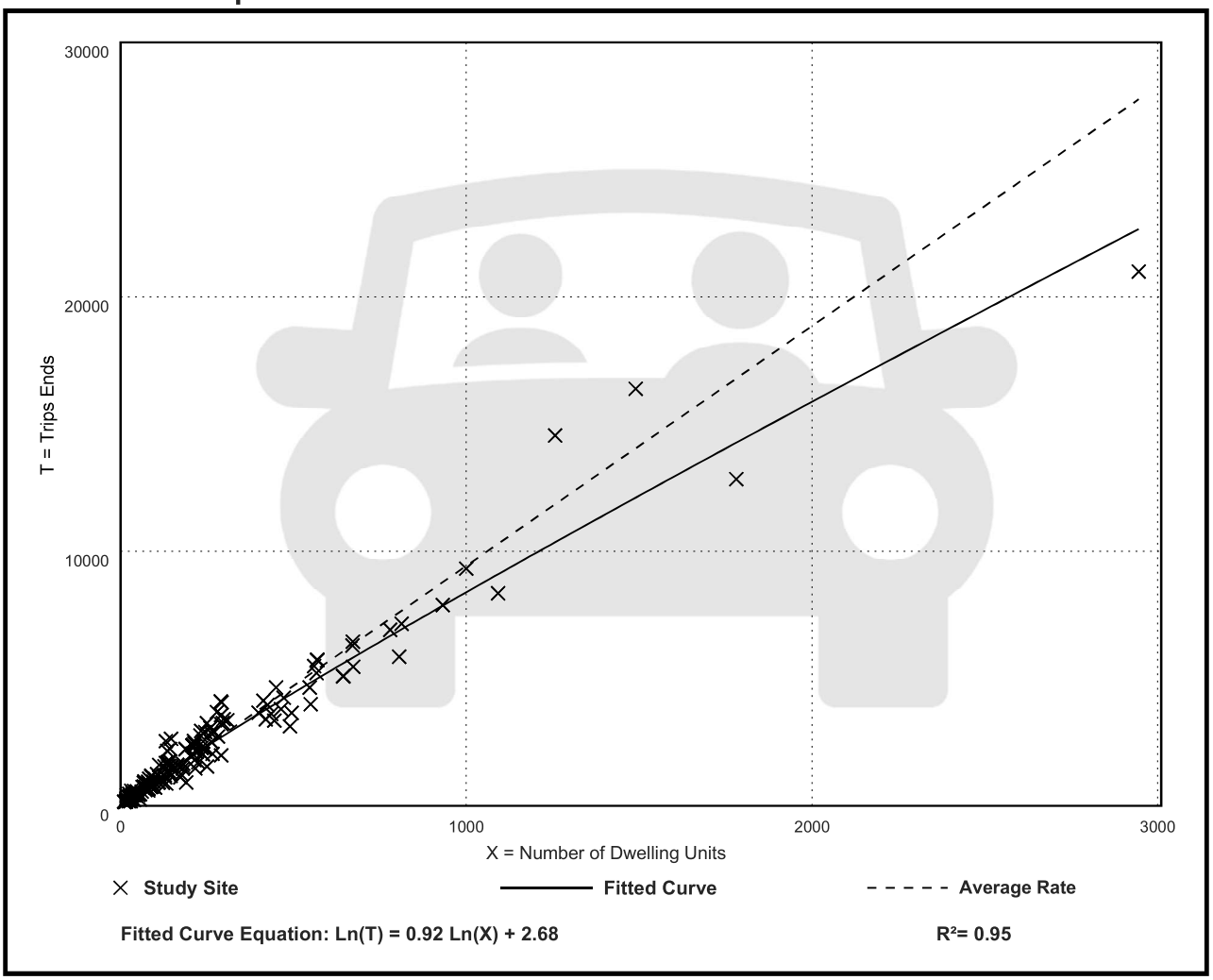
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 9.43 | 4.45 - 22.61 | 2.13 |

## Data Plot and Equation




**Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68**

**$R^2$= 0.95**

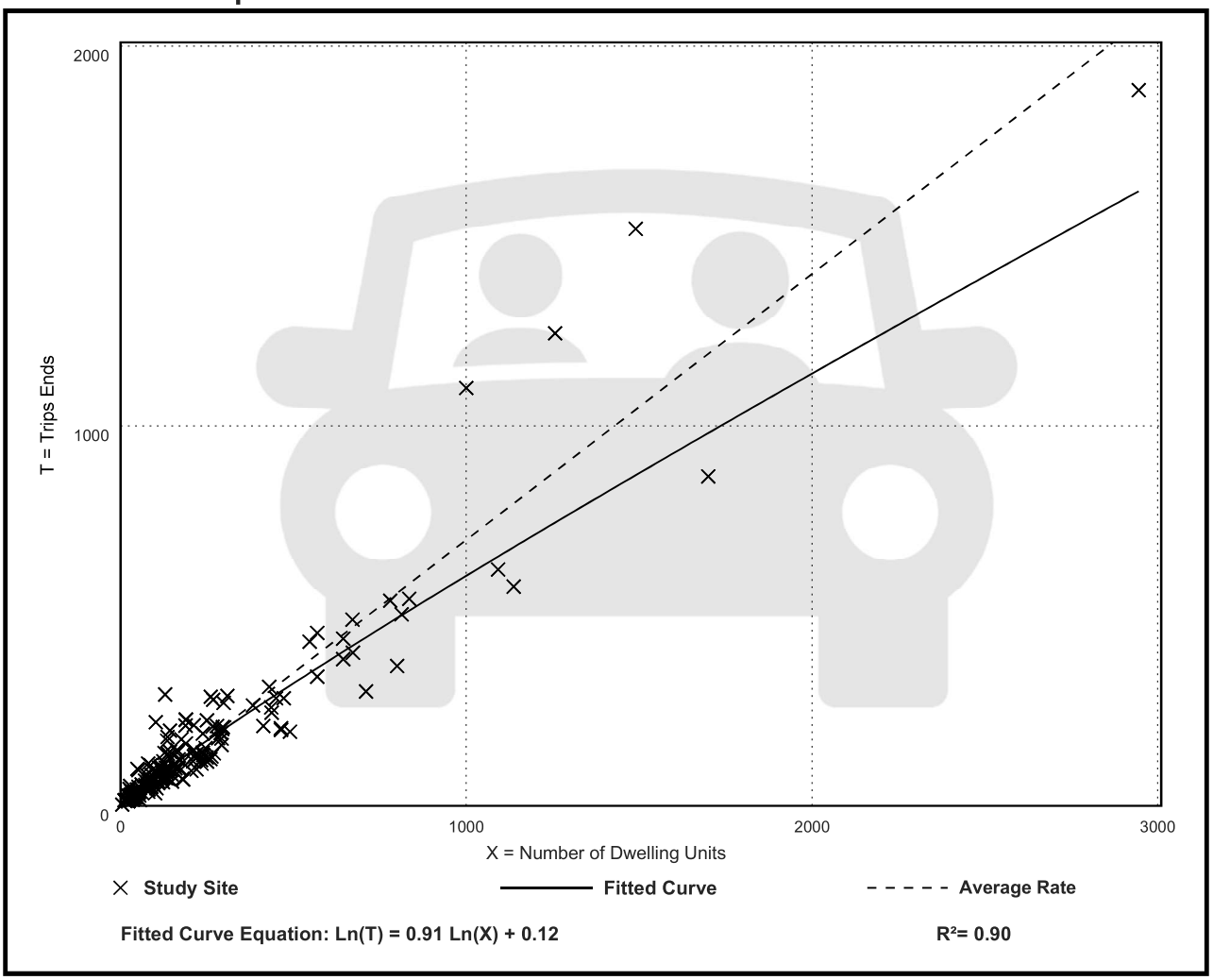
# Single-Family Detached Housing
# (210)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 26% entering, 74% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.70 | 0.27 - 2.27 | 0.24 |

## Data Plot and Equation



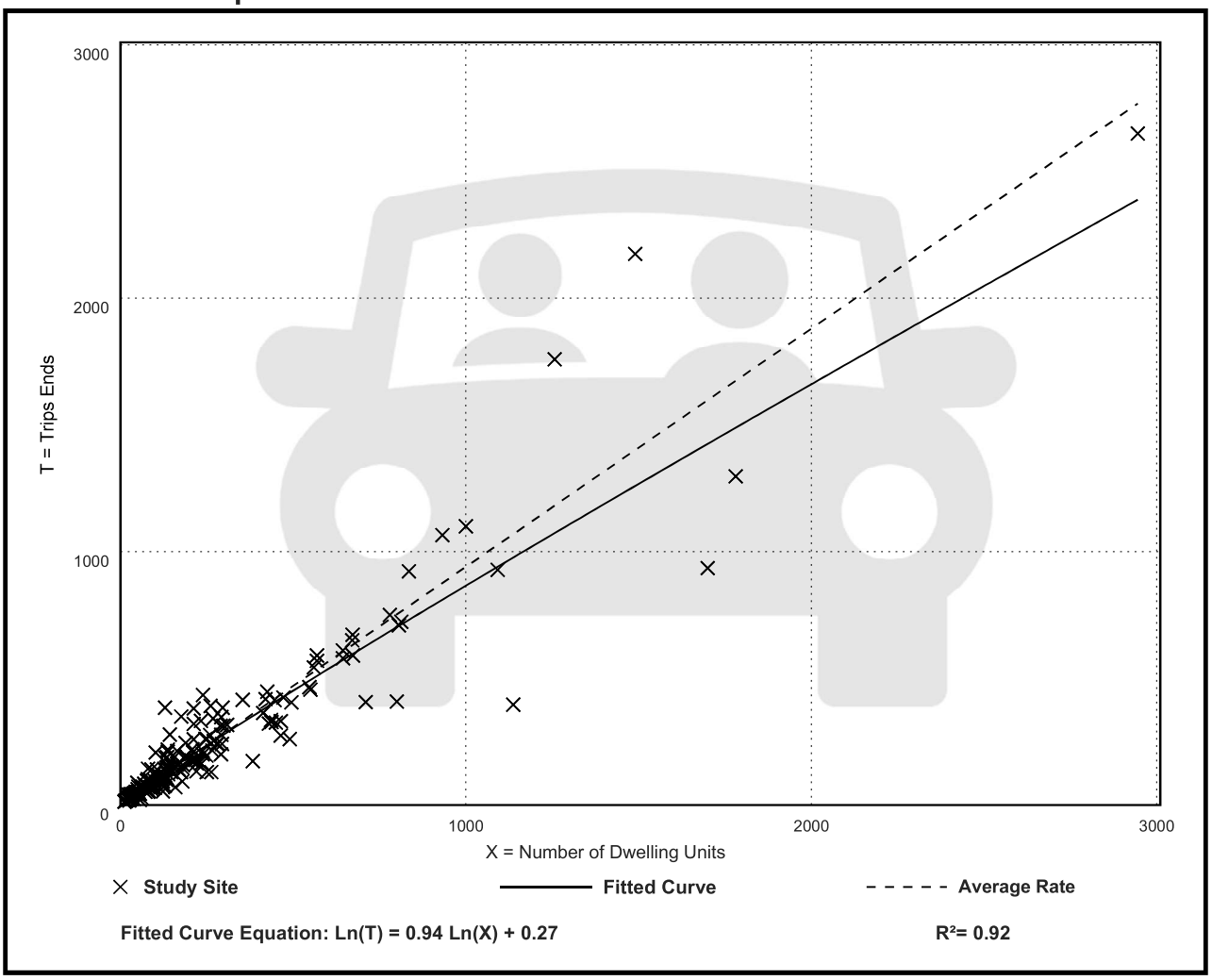
# Single-Family Detached Housing
# (210)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.94 | 0.35 - 2.98 | 0.31 |

## Data Plot and Equation



# Land Use: 215
# Single-Family Attached Housing

## Description

Single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space.

## Additional Data

The database for this land use includes duplexes (defined as a single structure with two distinct dwelling units, typically joined side-by-side and each with at least one outside entrance) and townhouses/rowhouses (defined as a single structure with three or more distinct dwelling units, joined side-by-side in a row and each with an outside entrance).

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Utah, Virginia, and Wisconsin.

## Source Numbers

168, 204, 211, 237, 305, 306, 319, 321, 357, 390, 418, 525, 571, 583, 638, 735, 868, 869, 870, 896, 912, 959, 1009, 1046, 1056, 1058, 1077

# Single-Family Attached Housing
# (215)

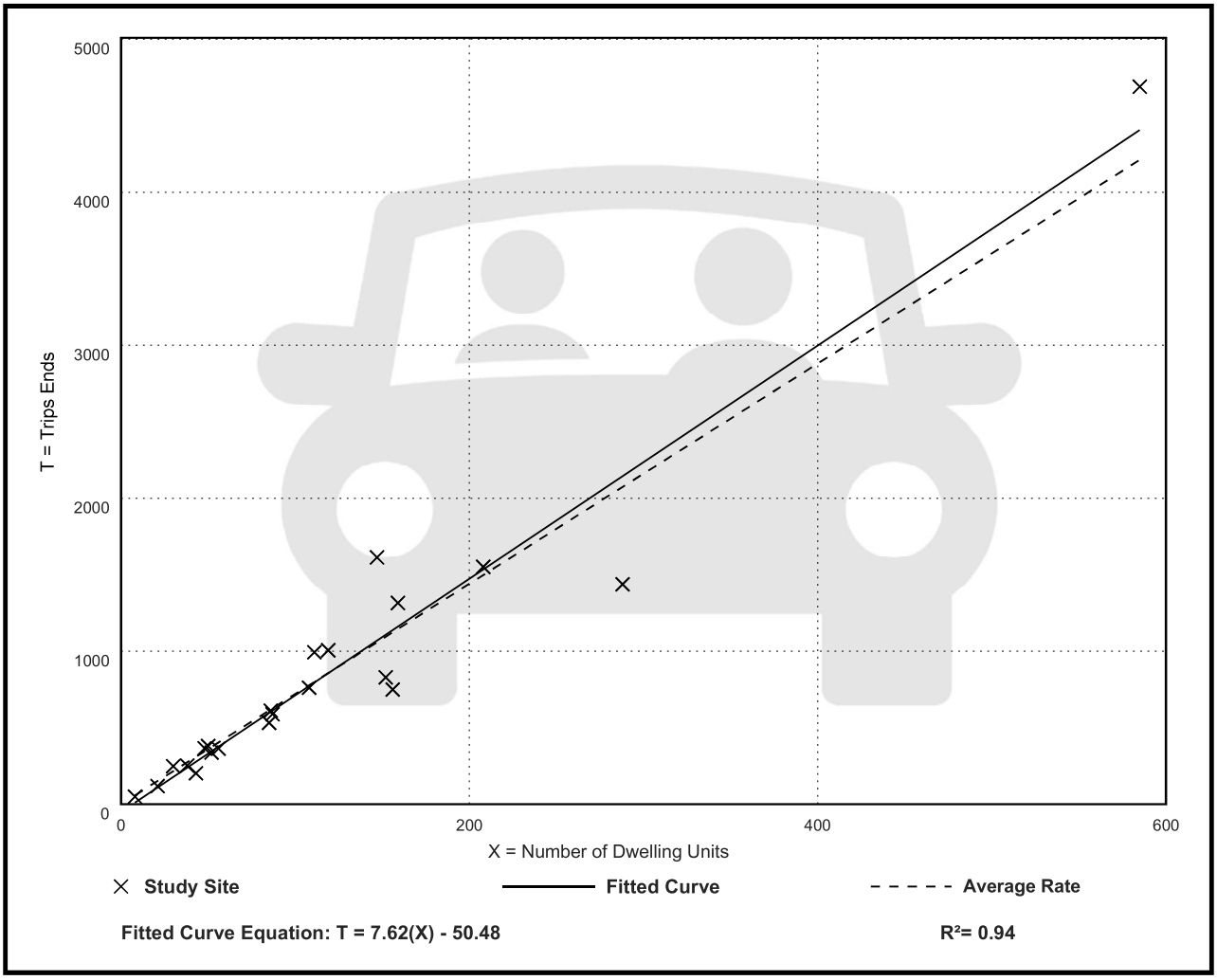
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 22
Avg. Num. of Dwelling Units: 120
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 7.20 | 4.70 - 10.97 | 1.61 |

## Data Plot and Equation




**Fitted Curve Equation: T = 7.62(X) - 50.48**

**$R^2$= 0.94**

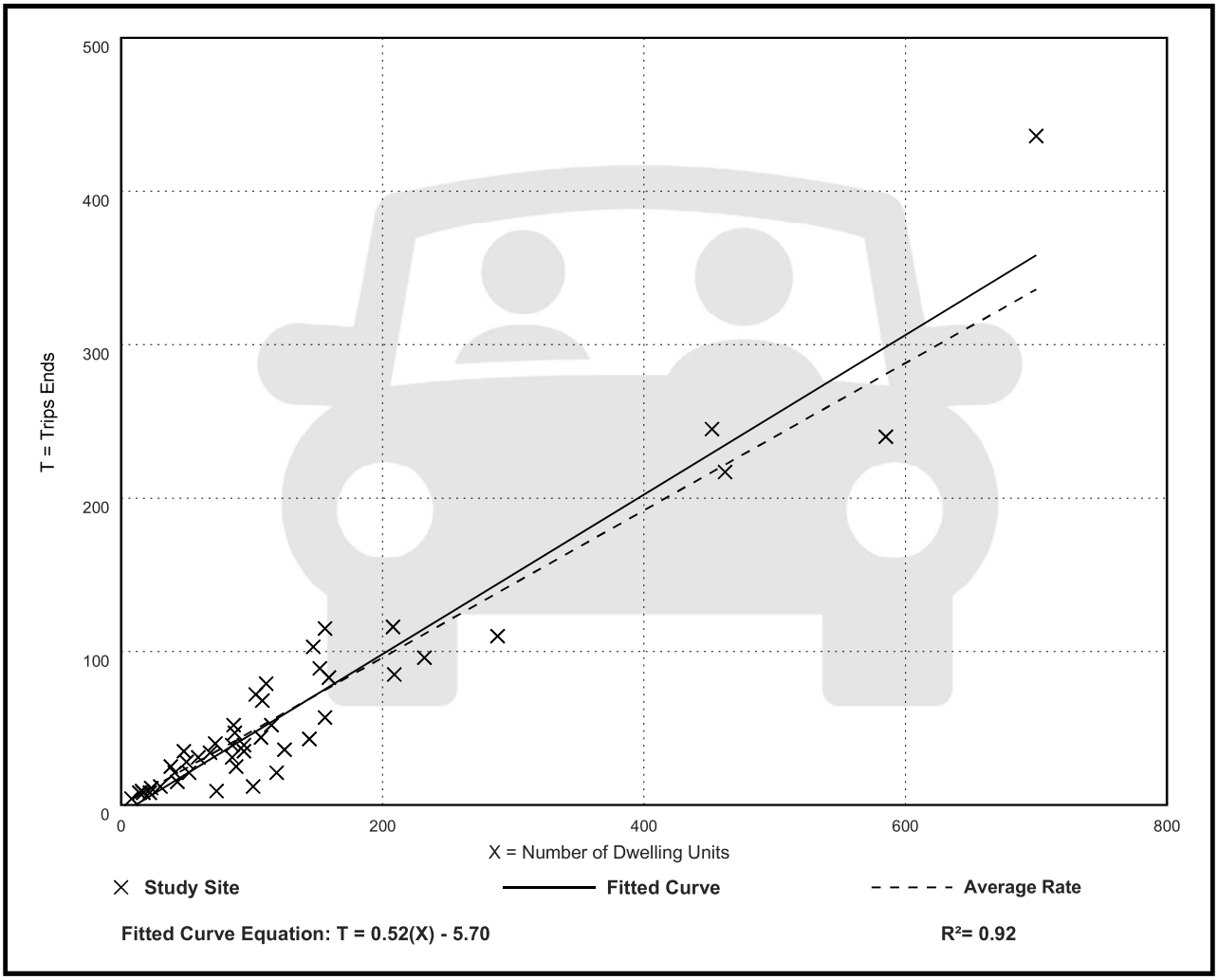
# Single-Family Attached Housing
# (215)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 46
Avg. Num. of Dwelling Units: 135
Directional Distribution: 31% entering, 69% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.48 | 0.12 - 0.74 | 0.14 |

## Data Plot and Equation



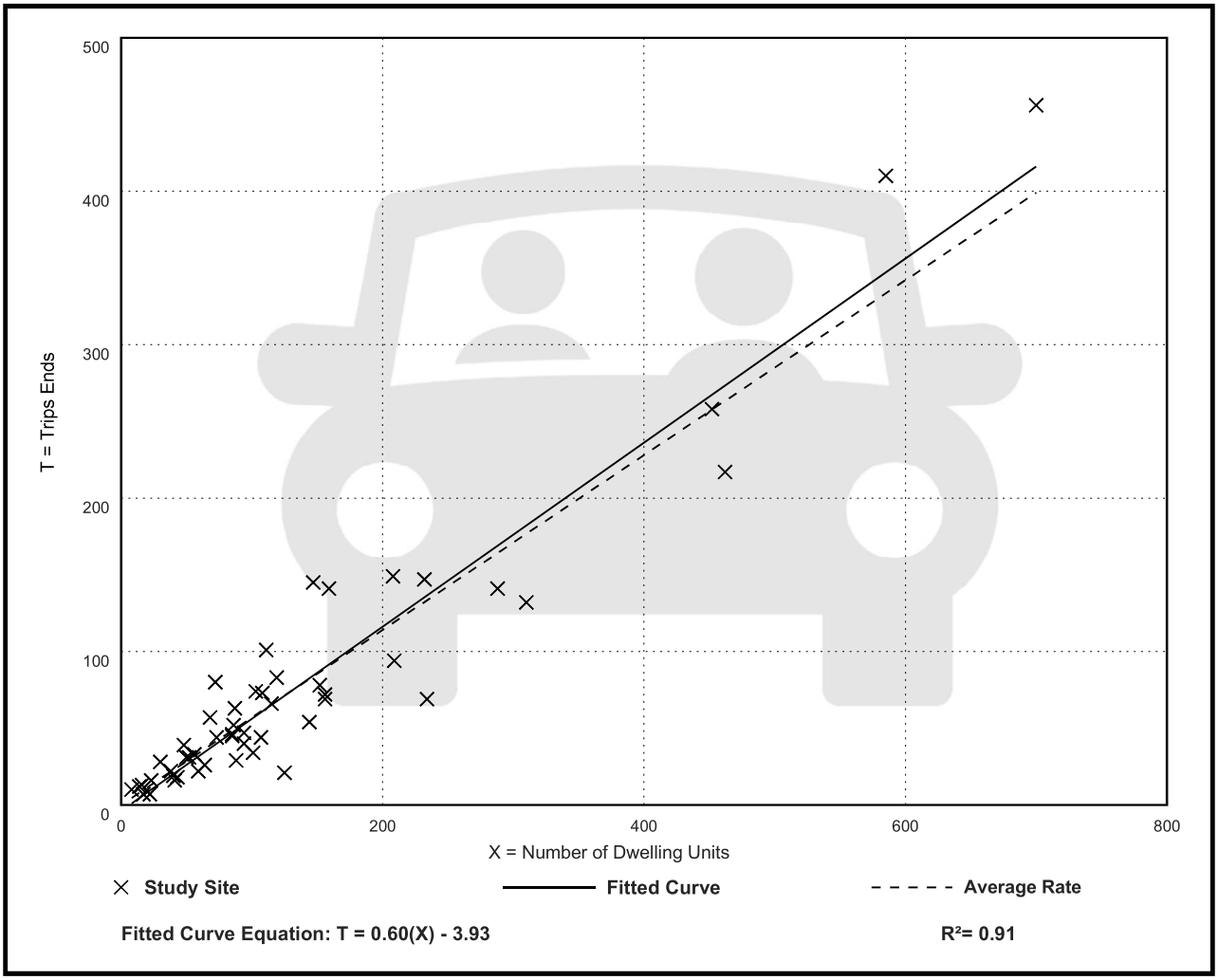
# Single-Family Attached Housing
# (215)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 51
Avg. Num. of Dwelling Units: 136
Directional Distribution: 57% entering, 43% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.57 | 0.17 - 1.25 | 0.18 |

## Data Plot and Equation



# Land Use: 221
# Multifamily Housing (Mid-Rise)

## Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

## Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

## Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

***It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).***

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

## Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076

# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

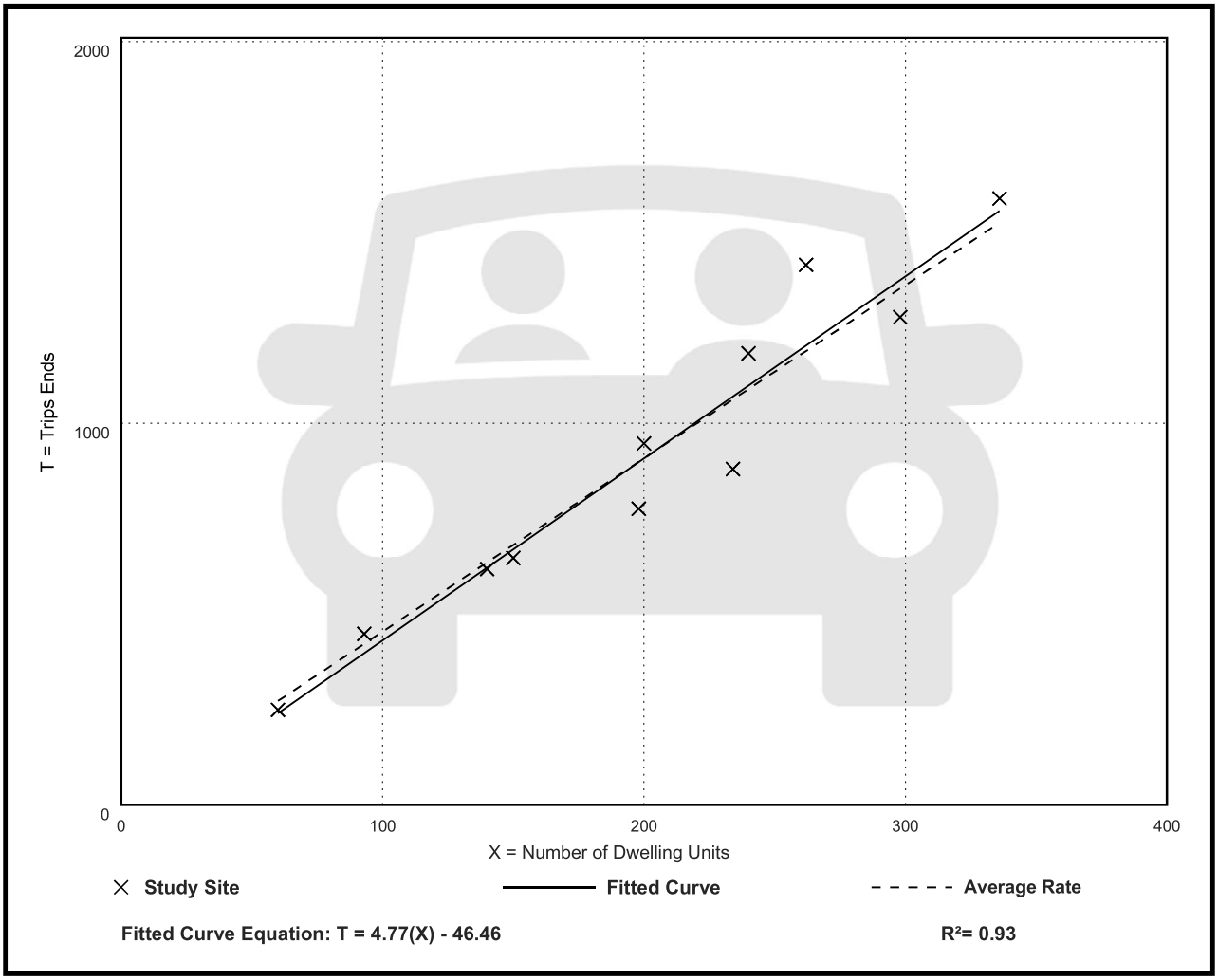
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 11
Avg. Num. of Dwelling Units: 201
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 4.54 | 3.76 - 5.40 | 0.51 |

## Data Plot and Equation



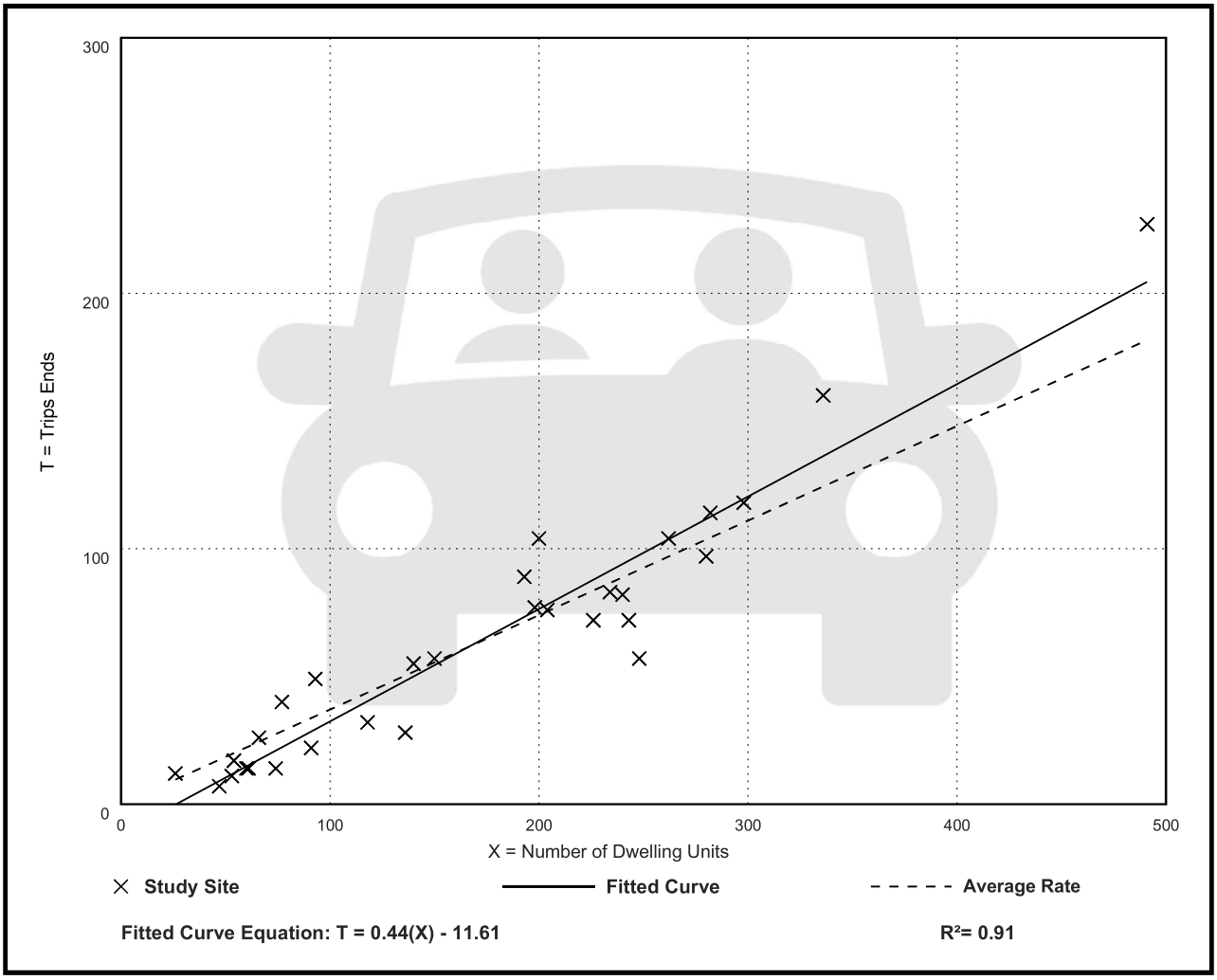
# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 30
Avg. Num. of Dwelling Units: 173
Directional Distribution: 23% entering, 77% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.37 | 0.15 - 0.53 | 0.09 |

## Data Plot and Equation



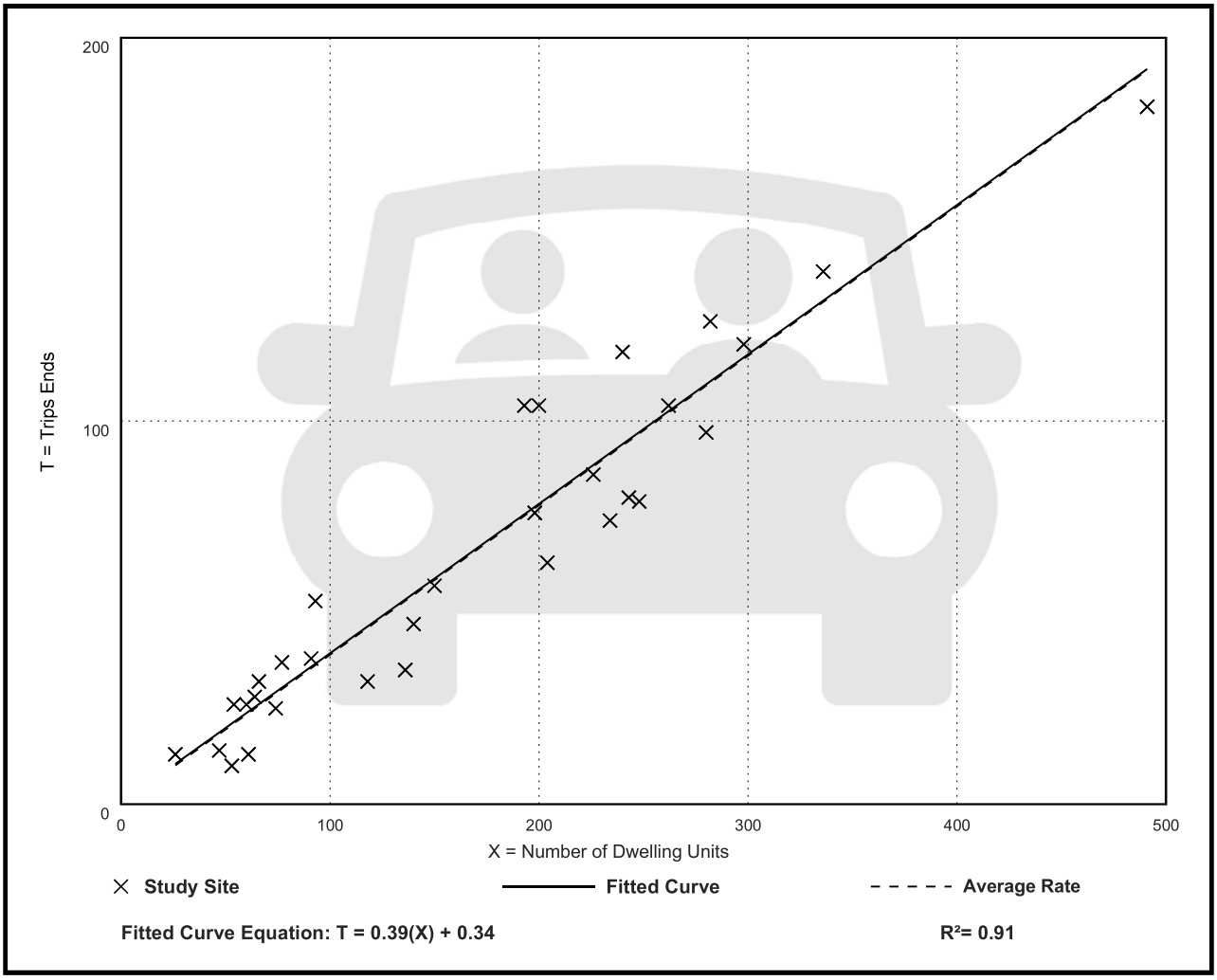
# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 31
Avg. Num. of Dwelling Units: 169
Directional Distribution: 61% entering, 39% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.39 | 0.19 - 0.57 | 0.08 |

## Data Plot and Equation



# Land Use: 710
# General Office Building

## Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

## Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN)Pennsylvania, Texas, Utah, Virginia, and Washington.

## Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

# General Office Building
# (710)

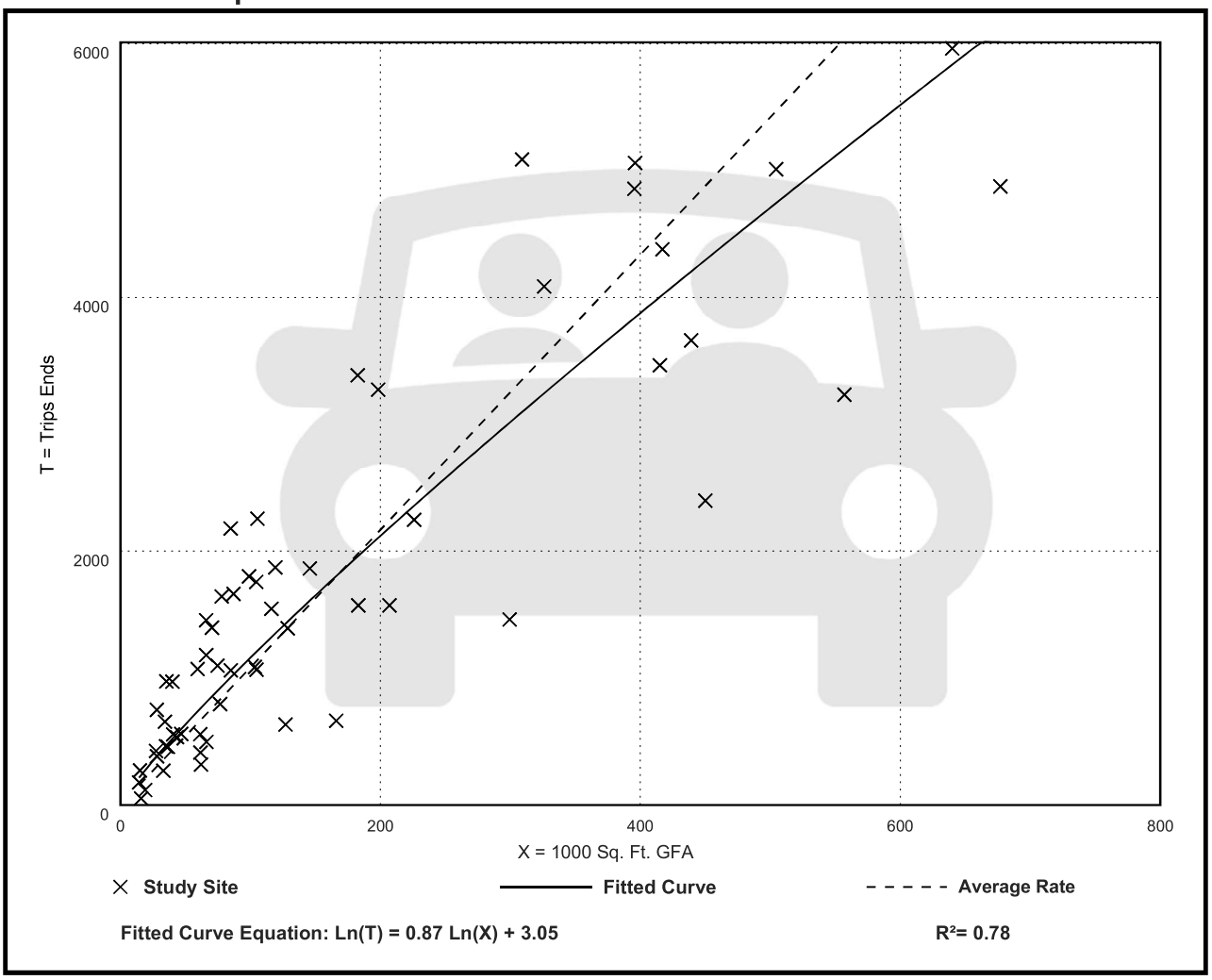
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 10.84 | 3.27 - 27.56 | 4.76 |

## Data Plot and Equation




**Fitted Curve Equation: Ln(T) = 0.87 Ln(X) + 3.05**

**$R^2$= 0.78**

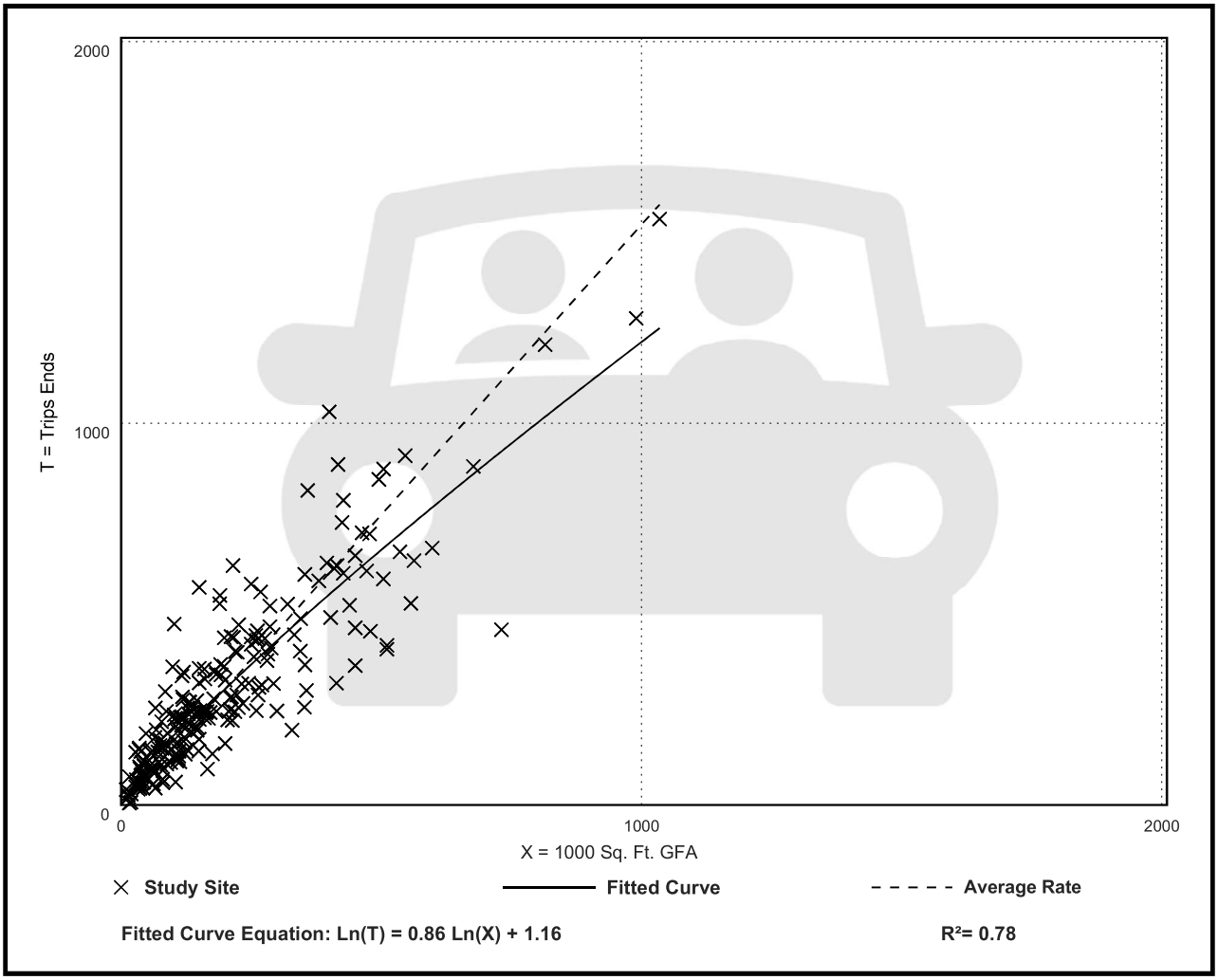
# General Office Building
# (710)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 221
Avg. 1000 Sq. Ft. GFA: 201
Directional Distribution: 88% entering, 12% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 1.52 | 0.32 - 4.93 | 0.58 |

## Data Plot and Equation



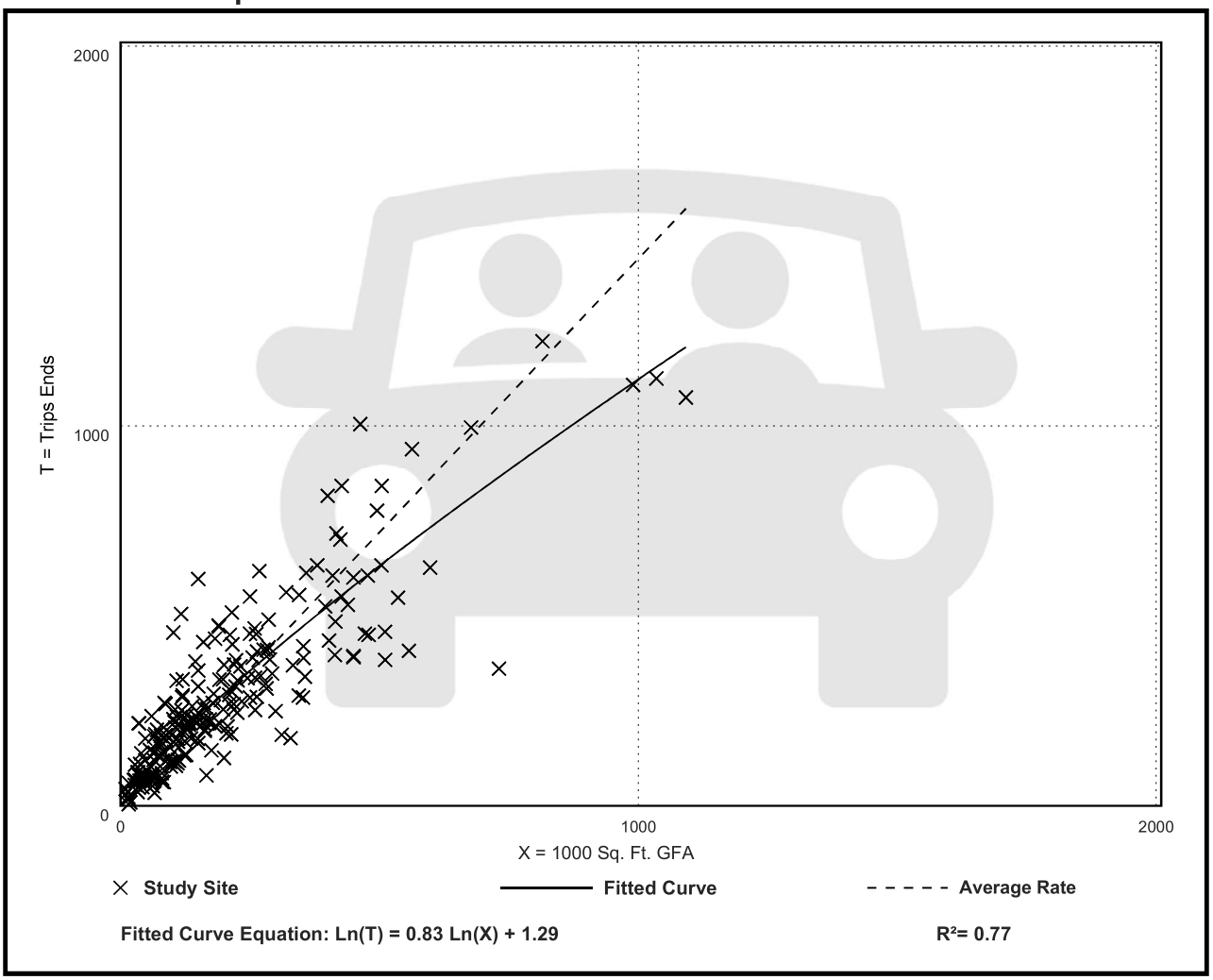
# General Office Building
# (710)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 232
Avg. 1000 Sq. Ft. GFA: 199
Directional Distribution: 17% entering, 83% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 1.44 | 0.26 - 6.20 | 0.60 |

## Data Plot and Equation



# Land Use: 820
# Shopping Center (>150k)

## Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

## Additional Data

***Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.***

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

### Source Numbers

77, 110, 154, 156, 159, 190, 199, 202, 204, 213, 251, 269, 294, 295, 299, 304, 305, 307, 308, 309, 311, 314, 315, 316, 317, 319, 365, 385, 404, 414, 423, 442, 446, 562, 629, 702, 715, 728, 868, 871, 880, 899, 912, 926, 946, 962, 973, 974, 978, 1034, 1040, 1067

# Shopping Center (>150k)
# (820)

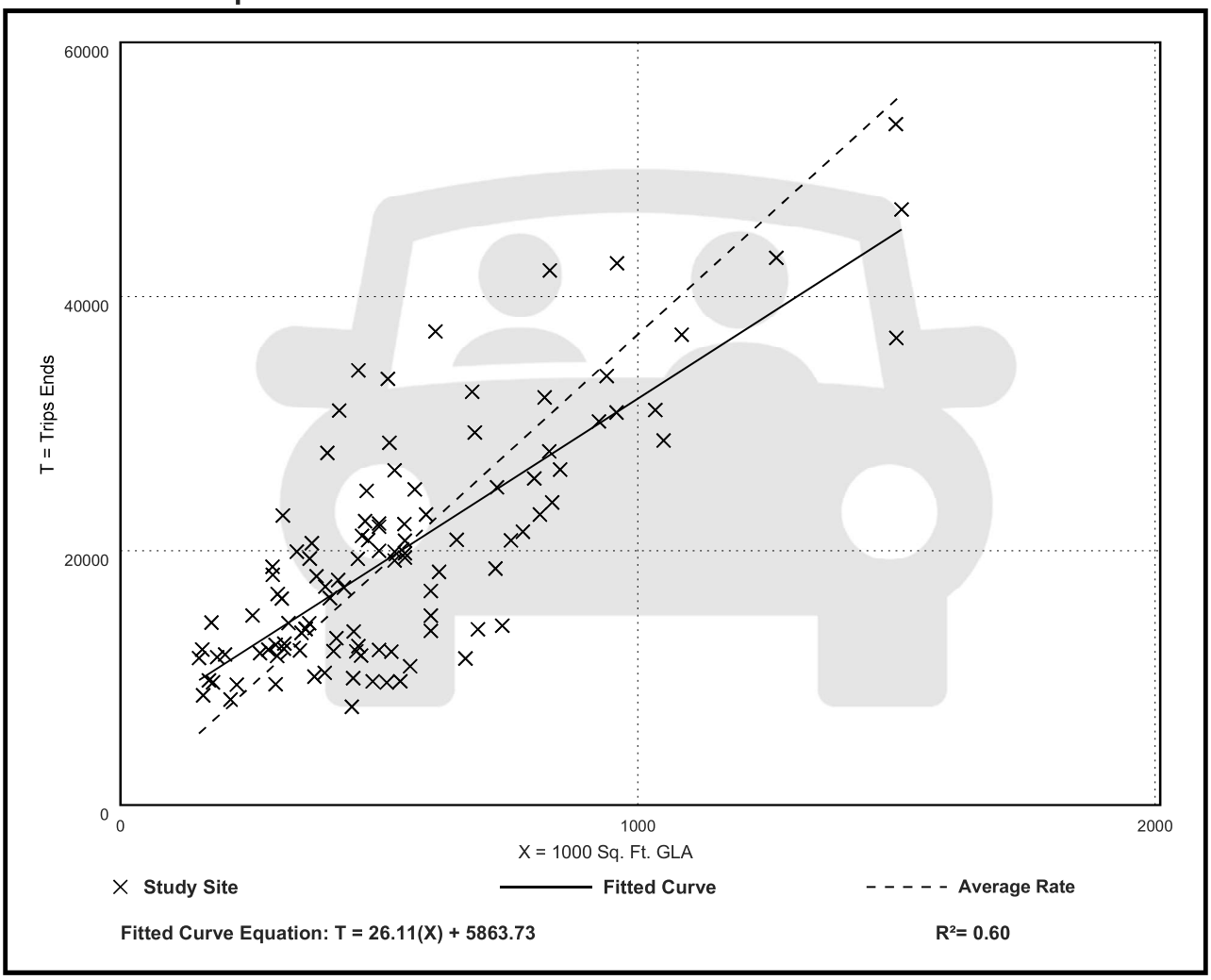
**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 37.01 | 17.27 - 81.53 | 12.79 |

## Data Plot and Equation




**Fitted Curve Equation: T = 26.11(X) + 5863.73**

**$R^2$= 0.60**

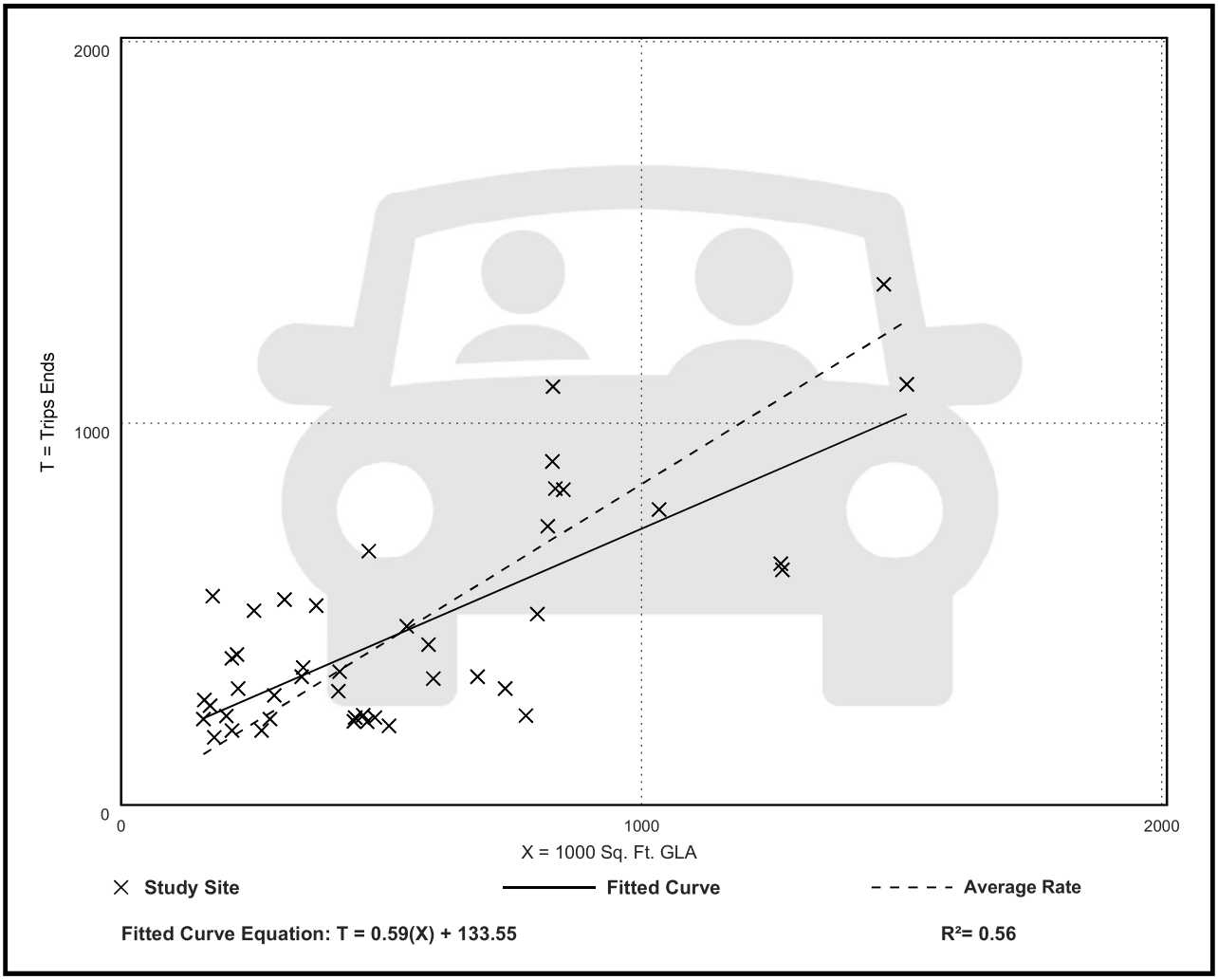
# Shopping Center (>150k)
# (820)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 44
Avg. 1000 Sq. Ft. GLA: 546
Directional Distribution: 62% entering, 38% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.84 | 0.30 - 3.11 | 0.42 |

## Data Plot and Equation




**Fitted Curve Equation: T = 0.59(X) + 133.55**

**$R^2$= 0.56**

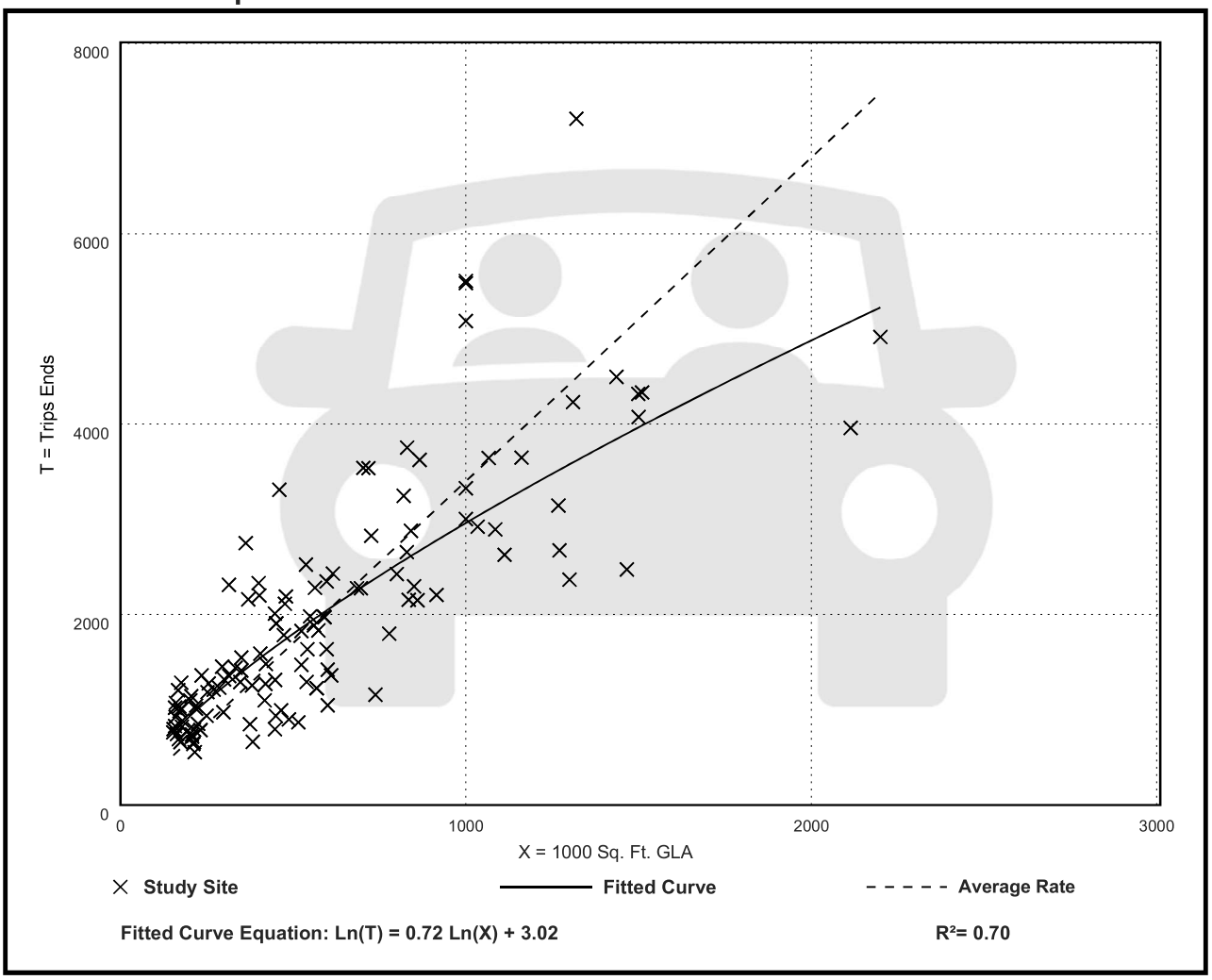
# Shopping Center (>150k)
# (820)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 3.40 | 1.57 - 7.58 | 1.26 |

## Data Plot and Equation



## Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Land Use Code | 820 | | | | | | | | |
| Land Use | Shopping Center (> 150k) | | | | | | | | |
| Setting | General Urban/Suburban | | | | | | | | |
| Time Period | Weekday PM Peak Period | | | | | | | | |
| # Data Sites | 8 Sites with GLA between 150 and 300k | | | | 16 Sites with GLA between 300 and 900k | | | | |
| Average Pass-By Rate | 29% for Sites with GLA between 150 and 300k | | | | 19% for Sites with GLA between 300 and 900k | | | | |
| | Pass-By Characteristics for Individual Sites | | | | | | | | |
| | | | | | | | | | |
| | | Survey | | Pass-By | Non-Pass-By Trips | | | Adj Street Peak | |
| GLA (000) | State or Province | Year | # Interviews | Trip (%) | Primary (%) | Diverted (%) | Total (%) | Hour Volume | Source |
| 213 | Florida | 1990 | 312 | 28 | 31 | 41 | 72 | — | 33 |
| 225 | Illinois | 1994 | 264 | 35 | 32 | 33 | 65 | 1970 | 24 |
| 227.9 | Kentucky | 1993 | — | 34 | 35 | 31 | 66 | — | 34 |
| 235 | Kentucky | 1993 | 211 | 35 | 29 | 36 | 65 | 2593 | 2 |
| 255 | Iowa | 1994 | 222 | 23 | 38 | 39 | 77 | 3706 | 24 |
| 256 | Connecticut | 1994 | 208 | 27 | 51 | 22 | 73 | 3422 | 24 |
| 293 | Illinois | 1994 | 282 | 24 | 70 | 6 | 76 | 4606 | 13 |
| 294 | Pennsylvania | 1994 | 213 | 24 | 48 | 18 | 76 | 4055 | 24 |
| 350 | Massachusetts | 1994 | 224 | 18 | 45 | 37 | 82 | 2112 | 24 |
| 361 | Virginia | 1994 | 315 | 17 | 54 | 29 | 83 | 2034 | 24 |
| 375 | North Carolina | 1994 | 214 | 29 | 48 | 23 | 71 | 2053 | 24 |
| 413 | Texas | 1994 | 228 | 28 | 51 | 21 | 72 | 589 | 24 |
| 418 | Maryland | 1994 | 281 | 20 | 50 | 30 | 80 | 5610 | 24 |
| 450 | California | 1994 | 321 | 23 | 49 | 28 | 77 | 2787 | 24 |
| 476 | Washington | 1994 | 234 | 25 | 53 | 22 | 75 | 3427 | 24 |
| 488 | Texas | 1994 | 257 | 12 | 75 | 13 | 88 | 1094 | 13 |
| 560 | Virginia | 1994 | 437 | 19 | 49 | 32 | 81 | 3051 | 24 |
| 581 | Colorado | 1994 | 296 | 18 | 53 | 29 | 82 | 2939 | 24 |
| 598 | Colorado | 1994 | 205 | 17 | 55 | 28 | 83 | 3840 | 24 |
| 633 | Texas | 1994 | 257 | 10 | 64 | 26 | 90 | — | 24 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 667 | Illinois | 1994 | 200 | 16 | 53 | 31 | 84 | 2770 | 24 |
| 738 | New Jersey | 1994 | 283 | 13 | 75 | 12 | 87 | 8059 | 24 |
| 800 | California | 1994 | 205 | 21 | 51 | 28 | 79 | 7474 | 24 |
| 808 | California | 1994 | 240 | 13 | 73 | 14 | 87 | 4035 | 24 |
| | | | | | | | | | |

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## Property Identification

Site Address: TBD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-343-0001-000-4
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 33009
Map ID: 24/32S
Zoning: SF Low Den

## Ownership

SELVITZ III LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




## Legal Description

32 35 40 S 1/2 OF SE 1/4 OF SW 1/4-LESS RD R/W- (18.28 AC) (12)

## Current Values

| | |
|---|---|
| Just/Market Value: | $654,918 |
| Assessed Value: | $5,027 |
| Exemptions: | $0 |
| Taxable Value: | $5,027 |

**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): | 18.28 |
| Land Size (SF): | 796,276.8 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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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## Property Identification

Site Address: 4300 Selvitz RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-211-0005-000-6
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 140362
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ II LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 N 1/2 OF SW 1/4 AND E 3/4 OF N 1/2 OF S 1/2 OF SW 1/4-LESS RD AND CANAL RS/W AND ALSO LESS THAT PART MPDAF:BEG AT SW COR OF SEC RUN N 00 04 38 E 1457.23 FT,TH S 89 55 22 E 50 TO POB:TH N 00 04 38 E 1013.67 FT,TH S 89 58 14 E 150 FT,TH N 45 01 46 E 42.43 FT,TH S 89 58 14 E 2007.17 FT,TH S 00 07 05 E 1563.08 FT,TH S 89 55 13 W 1414.65 FT,TH N 00 01 42 E 463.09 FT,TH S 89 57 24 W 577.30 FT,TH N 45 02 36 W 70.71 FT,TH S 89 57 24 W 150 FT TO POB- (34.93 AC)

### Current Values

| | |
|---|---|
| Just/Market Value: | $916,913 |
| Assessed Value: | $9,606 |
| Exemptions: | $0 |
| Taxable Value: | $9,606 |

**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): | 34.93 |
| Land Size (SF): | 1,521,551 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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## Property Identification

Site Address: 4300 Selvitz RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-211-0006-000-3
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 172971
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ I LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 THAT PART OF SEC MPDAF: BEG AT SW COR OF SEC RUN N 00 04 38 E 1457.23 FT,TH S 89 55 22 E 50 TO POB;TH N 00 04 38 E 1013.67 FT,TH S 89 58 14 E 150 FT,TH N 45 01 46 E 42.43 FT,TH S 89 58 14 E 2007.17 FT,TH S 00 07 05 E 1563.08 FT,TH S 89 55 13 W 1414.65 FT,TH N 00 01 42 E 463.09 FT,TH S 89 57 24 W 577.30 FT,TH N 45 02 36 W 70.71 FT,TH S 89 57 24 W 150 FT TO POB (69.59 AC)

### Current Values

| | |
|---|---|
| Just/Market Value: | $1,826,738 |
| Assessed Value: | $19,137 |
| Exemptions: | $0 |
| Taxable Value: | $19,137 |

**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): | 69.59 |
| Land Size (SF): | 3,031,340 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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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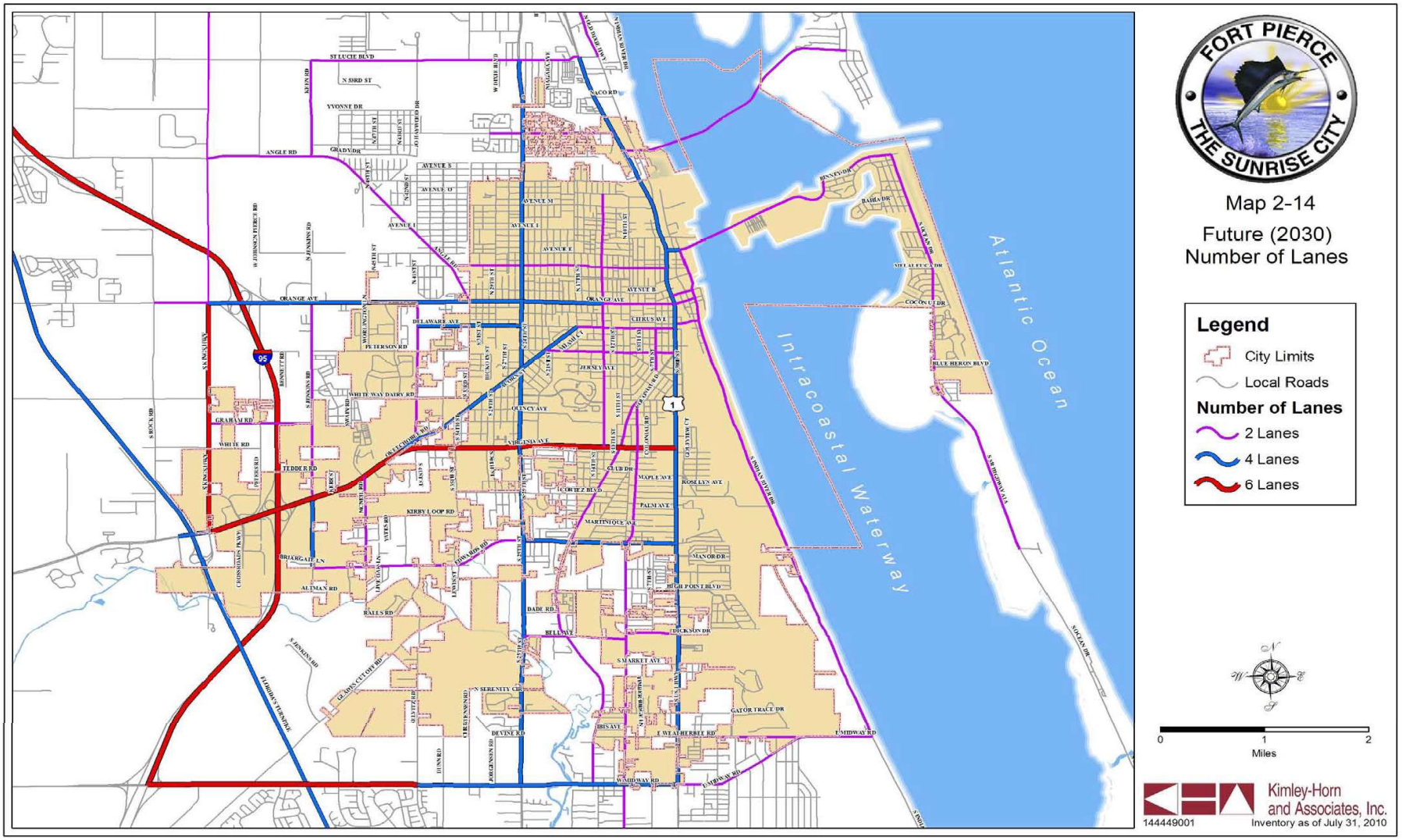
**Map 2-14 - Future (2030) Number of Lanes**



St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

## Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| 17TH ST | ORANGE AVE to AVENUE D | 608 | 2,400 | 2021 | 750 | 134 | C | 0.179 | 128 | C | 0.171 |
| 17TH ST | AVENUE D to AVENUE Q | 608 | 2,400 | 2021 | 750 | 134 | C | 0.179 | 128 | C | 0.171 |
| 25TH ST | MIDWAY RD to BELL AVE | 940016 | 18,200 | 2020 | 2,100 | 1,097 | C | 0.522 | 1,023 | C | 0.487 |
| 25TH ST | BELL AVE to EDWARDS RD | 159 | 17,500 | 2021 | 2,100 | 1,026 | C | 0.489 | 1,024 | C | 0.488 |
| 25TH ST | EDWARDS RD to CORTEZ BLVD | 940021 | 19,700 | 2020 | 2,000 | 1,097 | C | 0.549 | 1,093 | C | 0.547 |
| 25TH ST | CORTEZ BLVD to VIRGINIA AVE | 529 | 23,633 | 2020 | 2,000 | 1,330 | C | 0.665 | 1,419 | C | 0.71 |
| 25TH ST | VIRIGINIA AVE to NEBRASKA AVE | 940015 | 22,000 | 2020 | 2,000 | 1,195 | C | 0.598 | 1,071 | C | 0.536 |
| 25TH ST | NEBRASKA AVE to OKEECHOBEE RD | 940015 | 22,000 | 2020 | 2,000 | 1,195 | C | 0.598 | 1,071 | C | 0.536 |
| 25TH ST | OKEECHOBEE RD to GEORGIA AVE | 609 | 21,500 | 2021 | 1,630 | 993 | D | 0.609 | 1,030 | D | 0.632 |
| 25TH ST | GEORGIA AVE to DELAWARE AVE | 609 | 21,500 | 2021 | 1,630 | 993 | D | 0.609 | 1,030 | D | 0.632 |
| 25TH ST | DELAWARE AVE to ORANGE AVE | 940014 | 20,200 | 2020 | 1,630 | 976 | D | 0.599 | 970 | D | 0.595 |
| 25TH ST | ORANGE AVE to AVENUE D | 610 | 17,459 | 2020 | 1,630 | 805 | D | 0.494 | 831 | D | 0.51 |
| 25TH ST | AVENUE D to AVENUE Q | 940050 | 18,900 | 2020 | 1,630 | 904 | D | 0.555 | 879 | D | 0.539 |
| 25TH ST | AVENUE Q to JUANITA AVE | 945152 | 17,200 | 2020 | 2,000 | 849 | C | 0.425 | 778 | C | 0.389 |
| 25TH ST | JUANITA AVE to ST LUCIE BLVD | 945165 | 9,400 | 2020 | 2,100 | 438 | C | 0.209 | 488 | C | 0.232 |
| 25TH ST | ST LUCIE BLVD to US 1 | 945165 | 9,400 | 2020 | 2,100 | 438 | C | 0.209 | 488 | C | 0.232 |
| 33RD ST | OKEECHOBEE RD to DELAWARE AVE | 611 | 6,647 | 2020 | 750 | 398 | D | 0.531 | 349 | C | 0.465 |
| 33RD ST | DELAWARE AVE to ORANGE AVE | 948507 | 6,000 | 2020 | 790 | 277 | C | 0.351 | 277 | C | 0.351 |
| 35TH ST | KIRBY LOOP RD to CORTEZ BLVD | 612 | 6,559 | 2020 | 540 | 517 | D | 0.957 | 422 | D | 0.781 |
| 35TH ST | CORTEZ BLVD to VIRGINIA AVE | 612 | 6,559 | 2020 | 790 | 517 | D | 0.654 | 422 | D | 0.534 |
| 35TH ST | VIRGINIA AVE to OKEECHOBEE RD | 613 | 4,500 | 2021 | 750 | 221 | C | 0.295 | 238 | C | 0.317 |
| 53RD ST | ANGLE RD to JUANITA AVE | 614 | 2,833 | 2016 | 540 | 151 | C | 0.28 | 167 | C | 0.309 |
| AE BACKUS AVE | 7TH ST to US 1 | 632 | 1,067 | 2017 | 750 | 72 | C | 0.096 | 84 | C | 0.112 |
| AIROSO BLVD | PORT ST LUCIE BLVD to THORNHILL DR | 303 | 17,605 | 2019 | 2,100 | 1,149 | C | 0.547 | 967 | C | 0.46 |
| AIROSO BLVD | THORNHILL DR to CROSSTOWN PKWY | 303 | 17,605 | 2019 | 2,100 | 1,149 | C | 0.547 | 967 | C | 0.46 |

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

## Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| GEORGIA AVE | OKEECHOBEE RD to 17TH ST | 667 | 4,778 | 2020 | 750 | 295 | C | 0.393 | 266 | C | 0.355 |
| GEORGIA AVE | 17TH ST to 13TH ST | 508 | 4,723 | 2019 | 600 | 263 | C | 0.438 | 267 | C | 0.445 |
| GEORGIA AVE | 13TH ST to 7TH ST | 506 | 2,165 | 2019 | 600 | 133 | C | 0.222 | 136 | C | 0.227 |
| GEORGIA AVE | 7TH ST to US 1 | 504 | 1,939 | 2019 | 600 | 122 | C | 0.203 | 135 | C | 0.225 |
| GILSON RD | MARTIN C.L. to BECKER RD | 111 | 10,500 | 2021 | 710 | 880 | F | 1.239 | 910 | F | 1.282 |
| GILSON RD | BECKER RD to LAKERIDGE DR | 111 | 10,500 | 2021 | 540 | 880 | F | 1.63 | 910 | F | 1.685 |
| GLADES CUT-OFF RD | RANGE LINE RD to RESERVE BLVD | 668 | 2,967 | 2017 | 1,070 | 209 | B | 0.195 | 264 | B | 0.247 |
| GLADES CUT-OFF RD | RESERVE BLVD to COMMERCE CENTER DR | 119 | 3,634 | 2016 | 1,070 | 336 | B | 0.314 | 336 | B | 0.314 |
| GLADES CUT-OFF RD | CARLTON RD to RANGE LINE RD | 668 | 2,967 | 2017 | 390 | 209 | B | 0.536 | 264 | C | 0.677 |
| GLADES CUT-OFF RD | COMMERCE CENTER DR to MIDWAY RD | 940279 | 3,400 | 2020 | 920 | 187 | C | 0.203 | 171 | C | 0.186 |
| GLADES CUT-OFF RD | MIDWAY RD to JENKINS RD | 115 | 8,500 | 2021 | 790 | 510 | D | 0.646 | 540 | D | 0.684 |
| GLADES CUT-OFF RD | JENKINS RD to SELVITZ RD | 113 | 6,575 | 2020 | 830 | 368 | C | 0.443 | 384 | C | 0.463 |
| GRAHAM RD | KINGS HWY to JENKINS RD | 669 | 3,833 | 2017 | 630 | 262 | C | 0.416 | 250 | C | 0.397 |
| GREEN RIVER PKWY | MARTIN C.L. to CHARLESTON DR | 319 | 5,700 | 2021 | 1,070 | 395 | C | 0.369 | 359 | B | 0.336 |
| GREEN RIVER PKWY | CHARLESTON DR to MELALEUCA BLVD | 319 | 5,700 | 2021 | 1,070 | 395 | C | 0.369 | 359 | B | 0.336 |
| GREEN RIVER PKWY | MELALEUCA BLVD to WALTON RD | 319 | 5,700 | 2021 | 1,070 | 395 | C | 0.369 | 359 | B | 0.336 |
| HARTMAN RD | OKEECHOBEE RD to PETERSON RD | 670 | 6,000 | 2021 | 750 | 286 | C | 0.381 | 280 | C | 0.373 |
| HARTMAN RD | PETERSON RD to DELAWARE AVE | 670 | 6,000 | 2021 | 540 | 286 | D | 0.53 | 280 | D | 0.519 |
| HARTMAN RD | DELAWARE AVE to ORANGE AVE | 670 | 6,000 | 2021 | 790 | 286 | C | 0.362 | 280 | C | 0.354 |
| HEADER CANAL RD | OKEECHOBEE RD to ORANGE AVE | 121 | 570 | 2019 | 670 | 47 | B | 0.07 | 57 | B | 0.085 |
| HILLMOOR DR | US 1 to LENNARD RD | 671 | 7,057 | 2019 | 790 | 366 | C | 0.463 | 465 | D | 0.589 |
| I-95 | GATLIN BLVD to ST LUCIE WEST BLVD | 941901 | 80,500 | 2020 | 5,500 | 4,122 | C | 0.749 | 3,723 | C | 0.677 |
| I-95 | ST LUCIE WEST BLVD to MIDWAY RD | 941904 | 66,431 | 2018 | 5,500 | 3,736 | C | 0.679 | 3,222 | B | 0.586 |
| I-95 | MIDWAY RD to OKEECHOBEE RD | 941902 | 79,206 | 2018 | 5,500 | 5,004 | D | 0.91 | 4,063 | C | 0.739 |
| I-95 | OKEECHOBEE RD to ORANGE AVE | 940260 | 60,386 | 2020 | 7,320 | 2,804 | B | 0.383 | 2,804 | B | 0.383 |

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466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

## Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| MCCARTY RD | WILLIAMS RD to MIDWAY RD | 680 | 383 | 2017 | 540 | 33 | C | 0.061 | 36 | C | 0.067 |
| MCCARTY RD | MIDWAY RD to OKEECHOBEE RD | 681 | 391 | 2020 | 540 | 34 | C | 0.063 | 34 | C | 0.063 |
| MCNEIL RD | OKEECHOBEE RD to KIRBY LOOP RD | 682 | 6,480 | 2020 | 790 | 396 | D | 0.501 | 395 | D | 0.5 |
| MCNEIL RD | KIRBY LOOP RD to EDWARDS RD | 682 | 6,480 | 2020 | 540 | 396 | D | 0.733 | 395 | D | 0.731 |
| MELALEUCA BLVD | LENNARD RD to GREEN RIVER PKWY | 683 | 11,000 | 2021 | 920 | 647 | C | 0.703 | 617 | C | 0.671 |
| MIDWAY RD | EAST TORINO PKWY to MILNER DR | 134 | 20,500 | 2021 | 880 | 1,001 | F | 1.137 | 1,053 | F | 1.197 |
| MIDWAY RD | MILNER DR to W OF SELVITZ RD | 134 | 20,500 | 2021 | 790 | 1,001 | F | 1.267 | 1,053 | F | 1.333 |
| MIDWAY RD | OKEECHOBEE RD to SHINN RD | 940732 | 8,400 | 2020 | 760 | 408 | C | 0.537 | 519 | C | 0.683 |
| MIDWAY RD | SHINN RD to MCCARTY RD | 940732 | 8,400 | 2020 | 630 | 408 | C | 0.648 | 519 | C | 0.824 |
| MIDWAY RD | MCCARTY RD to I-95 | 940732 | 8,400 | 2020 | 700 | 408 | C | 0.583 | 519 | C | 0.741 |
| MIDWAY RD | I-95 to GLADES CUT-OFF RD | 945140 | 19,400 | 2020 | 2,100 | 899 | C | 0.428 | 996 | C | 0.474 |
| MIDWAY RD | GLADES CUT-OFF RD to EAST TORINO PKWY | 228 | 20,000 | 2021 | 2,100 | 1,056 | C | 0.503 | 1,087 | C | 0.518 |
| MIDWAY RD | W OF SELVITZ RD to SELVITZ RD | 134 | 20,500 | 2021 | 920 | 1,001 | F | 1.088 | 1,053 | F | 1.145 |
| MIDWAY RD | SELVITZ RD to CHRISTENSEN RD | 132 | 16,500 | 2021 | 920 | 793 | C | 0.862 | 756 | C | 0.822 |
| MIDWAY RD | CHRISTENSEN RD to 25TH ST | 132 | 16,500 | 2021 | 840 | 793 | E | 0.944 | 756 | D | 0.9 |
| MIDWAY RD | 25TH ST to SUNRISE BLVD | 130 | 18,855 | 2016 | 840 | 1,029 | F | 1.225 | 945 | F | 1.125 |
| MIDWAY RD | SUNRISE BLVD to OLEANDER AVE | 130 | 18,855 | 2016 | 840 | 1,029 | F | 1.225 | 945 | F | 1.125 |
| MIDWAY RD | OLEANDER AVE to US 1 | 242 | 15,197 | 2016 | 840 | 802 | E | 0.955 | 794 | E | 0.945 |
| MIDWAY RD | US 1 to WALLACE ST | 940023 | 3,600 | 2020 | 840 | 196 | C | 0.233 | 216 | C | 0.257 |
| MIDWAY RD | WALLACE ST to WEATHERBEE RD | 940023 | 3,600 | 2020 | 920 | 196 | C | 0.213 | 216 | C | 0.235 |
| MIDWAY RD | WEATHERBEE RD to INDIAN RIVER DR | 940023 | 3,600 | 2020 | 630 | 196 | C | 0.311 | 216 | C | 0.343 |
| MORNINGSIDE BLVD | WESTMORELAND BLVD to PORT ST LUCIE BLVD | 333 | 2,577 | 2017 | 920 | 155 | C | 0.168 | 148 | C | 0.161 |
| MORNINGSIDE BLVD | PORT ST LUCIE BLVD to LYNGATE DR | 331 | 3,910 | 2020 | 880 | 311 | C | 0.353 | 330 | C | 0.375 |
| NEBRASKA AVE | 25TH ST to 13TH ST | 684 | 3,733 | 2017 | 1,710 | 232 | C | 0.136 | 196 | C | 0.115 |
| OAKRIDGE DR | MOUNTWELL ST to OAKLYN ST | 621 | 6,623 | 2019 | 700 | 412 | C | 0.589 | 358 | C | 0.511 |

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## Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| PORT ST LUCIE BLVD | MORNINGSIDE BLVD to US 1 | 945072 | 33,000 | 2020 | 3,170 | 2,399 | C | 0.757 | 1,496 | C | 0.472 |
| PRIMA VISTA BLVD | BAYSHORE BLVD to AIROSO BLVD | 314 | 24,000 | 2021 | 2,100 | 1,055 | C | 0.502 | 1,157 | C | 0.551 |
| PRIMA VISTA BLVD | AIROSO BLVD to FLORESTA DR | 150 | 20,000 | 2021 | 2,100 | 850 | C | 0.405 | 843 | C | 0.401 |
| PRIMA VISTA BLVD | FLORESTA DR to NARANJA AVE | 148 | 26,500 | 2021 | 2,100 | 1,525 | C | 0.726 | 1,451 | C | 0.691 |
| PRIMA VISTA BLVD | NARANJA AVE to RIO MAR DR | 148 | 26,500 | 2021 | 2,000 | 1,525 | C | 0.763 | 1,451 | C | 0.726 |
| PRIMA VISTA BLVD | RIO MAR DR to US 1 | 146 | 17,500 | 2021 | 2,100 | 911 | C | 0.434 | 824 | C | 0.392 |
| PRIMA VISTA BLVD | US 1 to LENNARD RD | 699 | 8,500 | 2021 | 1,790 | 459 | C | 0.256 | 437 | C | 0.244 |
| RANGE LINE RD | MARTIN C.L. to BECKER RD | 145 | 1,767 | 2019 | 1,080 | 118 | B | 0.109 | 118 | B | 0.109 |
| RANGE LINE RD | BECKER RD to 2 MI S OF GLADES CUT-OFF RD | 145 | 1,767 | 2019 | 1,080 | 118 | B | 0.109 | 118 | B | 0.109 |
| RANGE LINE RD | 2 MI S OF GLADES CUT-OFF RD to GLADES CUT-OF... | 145 | 1,767 | 2019 | 1,080 | 118 | B | 0.109 | 118 | B | 0.109 |
| RIO MAR DR | PRIMA VISTA BLVD to BEACH AVE | 147 | 5,856 | 2020 | 750 | 362 | C | 0.483 | 380 | D | 0.507 |
| RIO MAR DR | BEACH AVE to US 1 | 147 | 5,856 | 2020 | 790 | 362 | C | 0.458 | 380 | C | 0.481 |
| ROSSER BLVD | APRICOT RD to GATLIN BLVD | 948510 | 4,400 | 2020 | 920 | 203 | C | 0.221 | 203 | C | 0.221 |
| ROSSER BLVD | PAAR DR to APRICOT RD | 948510 | 4,400 | 2020 | 1,070 | 203 | B | 0.19 | 203 | B | 0.19 |
| SAVONA BLVD | BECKER RD to PAAR DR | 236 | 9,200 | 2021 | 790 | 819 | E | 1.037 | 736 | D | 0.932 |
| SAVONA BLVD | PAAR DR to GATLIN BLVD | 236 | 9,200 | 2021 | 750 | 819 | F | 1.092 | 736 | D | 0.981 |
| SAVONA BLVD | GATLIN BLVD to CALIFORNIA BLVD | 702 | 13,000 | 2021 | 790 | 603 | D | 0.763 | 636 | D | 0.805 |
| SAVAGE BLVD | GATLIN BLVD to GALIANO RD | 168 | 4,030 | 2018 | 920 | 265 | C | 0.288 | 214 | C | 0.233 |
| SAVANNAH RD | US 1 to INDIAN RIVER DR | 514 | 2,178 | 2019 | 540 | 155 | C | 0.287 | 152 | C | 0.281 |
| SELVITZ RD | BAYSHORE BLVD to ST JAMES BLVD | 948501 | 8,600 | 2020 | 750 | 419 | D | 0.559 | 419 | D | 0.559 |
| SELVITZ RD | ST JAMES BLVD to MIDWAY RD | 948501 | 8,600 | 2020 | 750 | 419 | D | 0.559 | 419 | D | 0.559 |
| SELVITZ RD | MIDWAY RD to GLADES CUT-OFF RD- minor arterial - 880 capacity | 703 | 8,600 | 2021 | --~~700~~-- | 504 | C | 0.72 | 508 | C | 0.726 |
| SELVITZ RD | GLADES CUT-OFF RD to EDWARDS RD | 704 | 13,500 | 2021 | 790 | 715 | D | 0.905 | 713 | D | 0.903 |
| SHINN RD | MIDWAY RD to OKEECHOBEE RD | 705 | 800 | 2017 | 580 | 53 | C | 0.091 | 50 | C | 0.086 |
| SHINN RD | OKEECHOBEE RD to ORANGE AVE | 149 | 804 | 2019 | 1,080 | 60 | B | 0.056 | 61 | B | 0.056 |

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## Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| SNEED RD | OKEECHOBEE RD to ORANGE AVE | 151 | 1,080 | 2019 | 670 | 68 | B | 0.101 | 83 | B | 0.124 |
| SOUTHBEND BLVD | BECKER RD to FLORESTA DR | 337 | 16,500 | 2021 | 790 | 832 | E | 1.053 | 900 | F | 1.139 |
| SR A1A NORTH | US 1 to OLD DIXIE HWY | 940709 | 10,400 | 2020 | 920 | 596 | C | 0.648 | 597 | C | 0.649 |
| SR A1A NORTH | OLD DIXIE HWY to N HWY A1A | 706 | 10,500 | 2021 | 920 | 593 | C | 0.645 | 628 | C | 0.683 |
| SR A1A NORTH | SHOREWINDS DR to INDIAN RIVER C.L. | 940114 | 7,800 | 2020 | 920 | 353 | C | 0.384 | 387 | C | 0.421 |
| SR A1A SOUTH | NETTLES ISLAND to FPL PLANT | 940719 | 3,700 | 2020 | 920 | 188 | C | 0.204 | 169 | C | 0.184 |
| SR A1A SOUTH | FPL PLANT to BLUE HERON BLVD | 940116 | 3,500 | 2020 | 700 | 283 | C | 0.404 | 227 | C | 0.324 |
| SR A1A SOUTH | BLUE HERON BLVD to SEAWAY DR | 945016 | 8,100 | 2020 | 600 | 375 | D | 0.625 | 449 | D | 0.748 |
| SR A1A SOUTH | OCEAN DR to BINNEY DR | 940115 | 15,000 | 2020 | 600 | 679 | F | 1.132 | 710 | F | 1.183 |
| SR A1A SOUTH | BINNEY DR to S CAUSEWAY PARK | 940115 | 15,000 | 2020 | 790 | 679 | D | 0.859 | 710 | D | 0.899 |
| SR A1A SOUTH | S CAUSEWAY PARK to INDIAN RIVER DR | 940711 | 11,700 | 2020 | 1,550 | 585 | C | 0.377 | 529 | C | 0.341 |
| SR A1A SOUTH | INDIAN RIVER DR to US 1 | 940711 | 11,700 | 2020 | 1,710 | 585 | C | 0.342 | 529 | C | 0.309 |
| ST JAMES DR | AIROSO BLVD to ST JAMES BLVD | 172 | 18,439 | 2020 | 2,100 | 1,261 | C | 0.6 | 1,216 | C | 0.579 |
| ST JAMES DR | ST JAMES BLVD to PEACHTREE BLVD | 239 | 18,796 | 2020 | 2,100 | 1,330 | C | 0.633 | 1,287 | C | 0.613 |
| ST JAMES DR | PEACHTREE BLVD to TELFORD AVE | 172 | 18,439 | 2020 | 1,800 | 1,261 | C | 0.701 | 1,216 | C | 0.676 |
| ST JAMES DR | TELFORD AVE to MIDWAY RD | 345 | 23,363 | 2020 | 2,100 | 1,424 | C | 0.678 | 1,405 | C | 0.669 |
| ST JAMES BLVD | SELVITZ RD to ST JAMES DR | 707 | 4,900 | 2021 | 790 | 272 | C | 0.344 | 272 | C | 0.344 |
| ST LUCIE BLVD | KINGS HWY to KEEN RD | 156 | 6,700 | 2021 | 880 | 448 | C | 0.509 | 492 | C | 0.559 |
| ST LUCIE BLVD | KEEN RD to 25TH ST | 156 | 6,700 | 2021 | 880 | 448 | C | 0.509 | 492 | C | 0.559 |
| ST LUCIE BLVD | 25TH ST to SENECA AVE | 940270 | 5,100 | 2020 | 800 | 233 | C | 0.291 | 236 | C | 0.295 |
| ST LUCIE BLVD | SENECA AVE to US 1 | 940270 | 5,100 | 2020 | 840 | 233 | C | 0.277 | 236 | C | 0.281 |
| ST LUCIE WEST BLVD | COMMERCE CENTER DR to W OF I-95 | 152 | 15,000 | 2021 | 700 | 689 | D | 0.984 | 704 | F | 1.01 |
| ST LUCIE WEST BLVD | I-95 to CALIFORNIA BLVD | 318 | 39,000 | 2021 | 2,100 | 1,840 | C | 0.876 | 1,840 | C | 0.876 |
| ST LUCIE WEST BLVD | CALIFORNIA BLVD to COUNTRY CLUB DR | 318 | 39,000 | 2021 | 2,100 | 1,840 | C | 0.876 | 1,840 | C | 0.876 |
| ST LUCIE WEST BLVD | COUNTRY CLUB DR to CASHMERE BLVD | 318 | 39,000 | 2021 | 2,100 | 1,840 | C | 0.876 | 1,840 | C | 0.876 |

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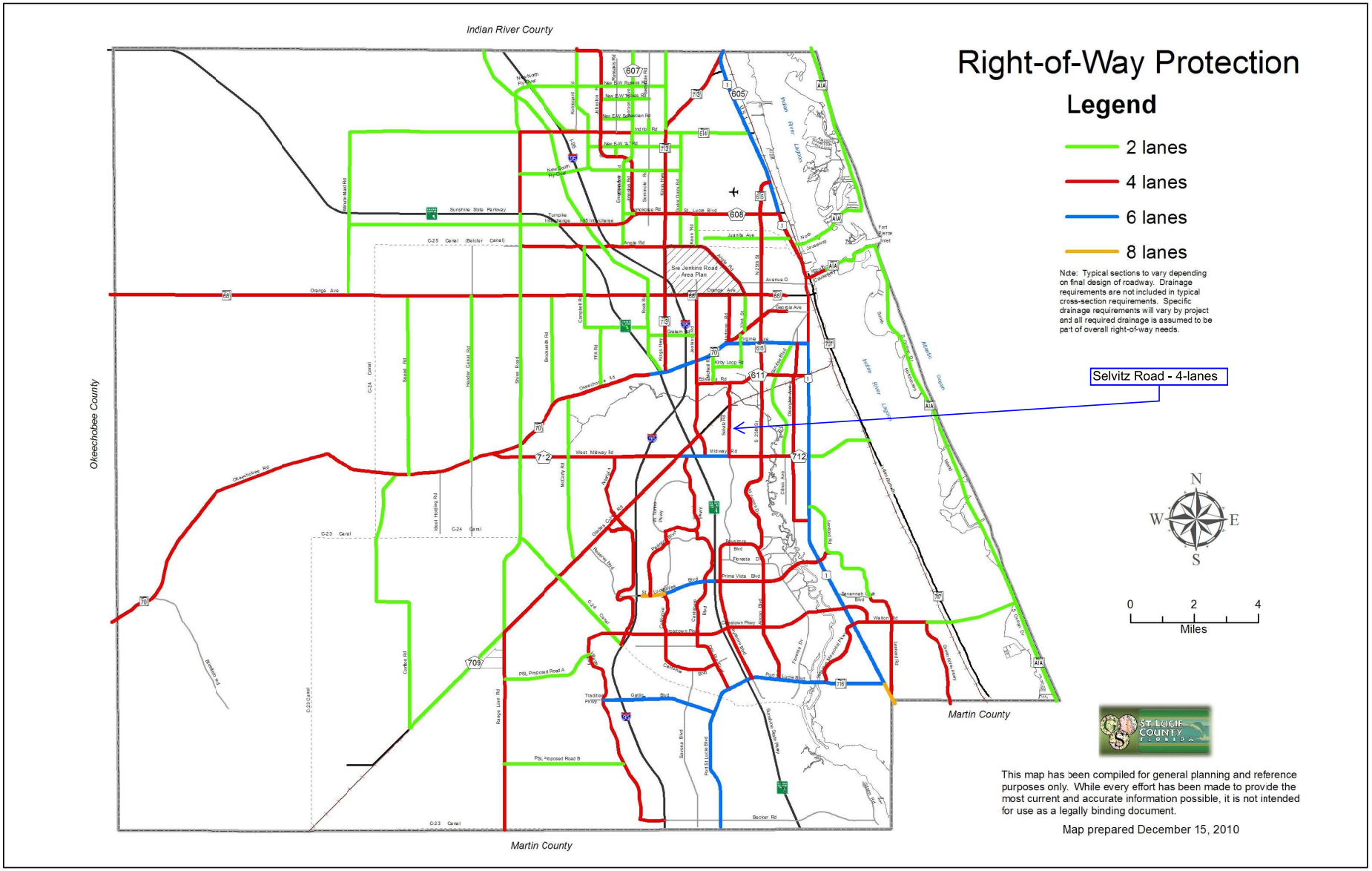
APPENDIX L


Indian River County
Okeechobee County
Martin County
Martin County
Right-of-Way Protection
Legend
2 lanes
4 lanes
6 lanes
8 lanes
Note: Typical sections to vary depending on final design of roadway. Drainage requirements are not included in typical cross-section requirements. Specific drainage requirements will vary by project and all required drainage is assumed to be part of overall right-of-way needs.
Selvitz Road - 4-lanes
N
W
E
S
0
2
4
Miles
ST. LUCIE COUNTY FLORIDA
This map has been compiled for general planning and reference purposes only. While every effort has been made to provide the most current and accurate information possible, it is not intended for use as a legally binding document.
Map prepared December 15, 2010

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
# CAPACITY ANALYSIS

## I. Site Data:

| | Existing Use | Future Land Use | Zoning |
|---|---|---|---|
| **North** | Industrial | HI | I-3 |
| **South** | Residential, Institutional | RS (SLC), INST | AR-1 (SLC), OS-1 |
| **East** | Residential | RL, RS (SLC) | PD, AR-1 (SLC) |
| **West** | Vacant | I | I-1 |

| | Future Land Use | Zoning Classification | Maximum Intensity<br>Residential: Dwelling Units per Acre<br>Other: Square Footage | Total Acreage | Flood Zone |
|---|---|---|---|---|---|
| **Current** | RL | R-1 | <4 du/ac | 122.8 | X |
| ****Proposed** | MXD | PD | Gross 4.85 du/ac | 122.8 | 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)<br>Other: 0.125 gallons per day per square foot 0.125 x 678,229 = 84,779 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| Current Zoning/FLU | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| **Proposed Zoning/FLU | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| **Change in Demand | Total gallons per day 111,819 gpd proposed increase |

| **B. Wastewater:** | |
|---|---|
| Average Use | Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand)<br>Other: 0.1 gallons per day per square foot 0.1 x 678,229 sf = 67,823 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| Current Zoning/FLU | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| **Proposed Zoning/FLU | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| **Change in Demand | Total gallons per day 94,863 gpd proposed increase |

**C. Parks and Recreation (Residential Classifications Only):** 1,547 + 44,227 = 45,774
(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 | 0 | 30.940 | 30.94 |
| **Urban District** | 5 acres per 1,000 people | 0 | 7.735 | 7.735 |
| **Community** | 2.5 acres per 1,000 people | 0 | 3.867 | 3.867 |
| **Neighborhood** | 1.36 acres per 1,000 people | 0 | 2.104 | 2.104 |

**D. Public Schools (Residential Classifications Only):** SF: 244du
Single Family: (du x 0.405 = students/70% K-8/30% High) MF: 351du
Multi-family: (du x 0.207 = students/70% K-8/30% High)

| | K-8 | High |
|---|---|---|
| **School Name** | West Gate K-8 School | Fort Pierce High School |
| **City** | Port St. Lucie | Fort Pierce |
| **Distance** | 5.8 miles | 2.7 miles |
| **Current Zoning/FLU Enrollment Demand** | 491 units x 0.405 = 199 students x 70% = 139 | 491 units x 0.405 = 199 students x 30% = 60 |
| ****Proposed Zoning/FLU Enrollment Demand** | (244 x 0.405)+(351 x 0.207) = 172 students x 70% = 120 | (244 x 0.405)+(351 x 0.207) = 172 students x 30% = 52 |
| ****Change in Demand** | -19 | -8 |

| **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** | 66 yards serve 491 |
| ****Proposed Zoning/FLU** | 79 yards serves 565 |
| ***Change in Demand** | 13 yards |

**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** | TBD |

## III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

| **G. Transportation Analysis: Complete ITE Trip Generation Data Form**<br>Most recent ITE Code for use; HCM Roadway Capacity | | |
|---|---|---|
| | **AADT** | **AM/PM Peak Hour Trips** |
| **Demand Analysis** | Maximum | Maximum |
| **Current Zoning/FLU** | 4116 | 299/418 |
| ****Proposed Zoning/FLU** | 6375 | 496/536 |
| ***Change in Demand** | Trips 2259 | Trips 197/118 |
| **Impact to Capacity** | Capacity is adequate for rezoning | |

## 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: 595 | Single Family: 244 Multifamily: 351 |
| Non-residential (square footage): 686,070 | |
| Mixed-use (describe use): Site will be residential (107.05) and industrial (15.75ac) | |
| (If this is a single phase project, name it Phase I – Total) Phase 1 - Total | |

| **RESIDENTIAL DATA** | | | | | |
|---|---|---|---|---|---|
| **Type** | **Phase** | **Number of Units** | **Acres** | **Expected beginning date** | **Expected completion date** |
| Single-family, detached | 2 | 244 | 81.29 | TBD | TBD |
| Single-family, attached | 1 | 66 | 6.76 | 2023 | 2024 |
| Multi-family | 3 | 285 | 19 | TBD | TBD |
| Other (specify) | | | | | |

| NON-RESIDENTIAL DATA | | | | | |
|---|---|---|---|---|---|
| **Type(s) specify** | **Phase** | **Square footage** | **Acres** | **Expecting beginning date** | **Expected completion date** |
| Light Industrial | 4 | 686,070 | 15.75 | TBD | TBD |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

September 7, 2022

Vennis Gilmore
Planning Department
100 North US 1
Fort Pierce, FL 34950
772-467-3741
vgilmore@cityoffortpierce.com

**Subject: Selvitz Road Mixed Use – Drainage Statement**

Dear Vennis,

Please accept this drainage statement for the Selvitz Road mixed use project, located at 4300 Selvitz Road in Fort Pierce. Per the South Florida Water Management District Environmental Resource Permit issued in September 2016, permit number 56-03396-P, the site has no discharge and will retain 100% of its stormwater runoff. Future development will be engineered to ensure runoff is appropriately drained and will not affect surrounding properties.

If you have any questions about this application, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

October 20, 2022

Vennis Gilmore
Planning Department
100 North US 1
Fort Pierce, FL 34950
772-467-3741
vgilmore@cityoffortpierce.com

**Subject: Selvitz Road Mixed Use – Historical Report**

Dear Vennis,

Please accept this as the historical report required for the Future Land Use Amendment Application.

## Introduction

The 122.8-acre site is comprised of three parcels, identified by Parcel IDs 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4. Located between Selvitz Road, Devine Road, Christensen Road, and Canal No. 101, the property is surrounded by a variety of land uses, including residential, institutional, industrial, and public uses. For this reason, the site is at an optimal setting to have its low-density residential (RL) land use amended to mixed-use (MXD), so it can be developed with a variety of uses and zoning designations to provide adequate buffering and transitioning to and from surrounding properties.

## History

The site was once permitted for sand mining operations, which have since expired and the site is no longer being used for mining. These operations resulted in the large square-shaped lake in the western corner of the site. The site is now vacant site with no listed species or native habitat.

## Context of Surroundings and Compatibility with Surrounding Uses

As shown in Figure 1 below, the site (in yellow) is at the edge of the Fort Pierce city limits and abuts both Fort Pierce and St. Lucie County properties. It is also in close proximity to the Port St. Lucie boundary. This causes the adjacent land uses and zoning districts to be designated by both Fort Pierce and St. Lucie County. Figure 2 shows the existing land use designations from both municipalities.

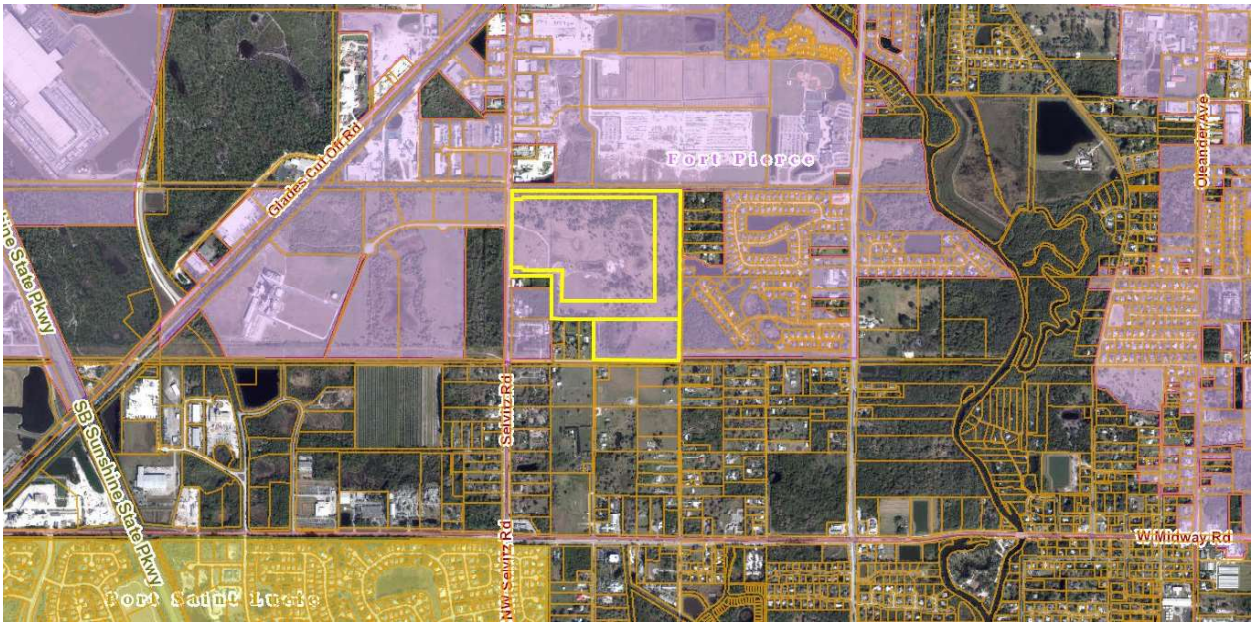



Figure 1 Municipal Boundaries




Figure 2 Existing Land Use Designations (FP and SLC)

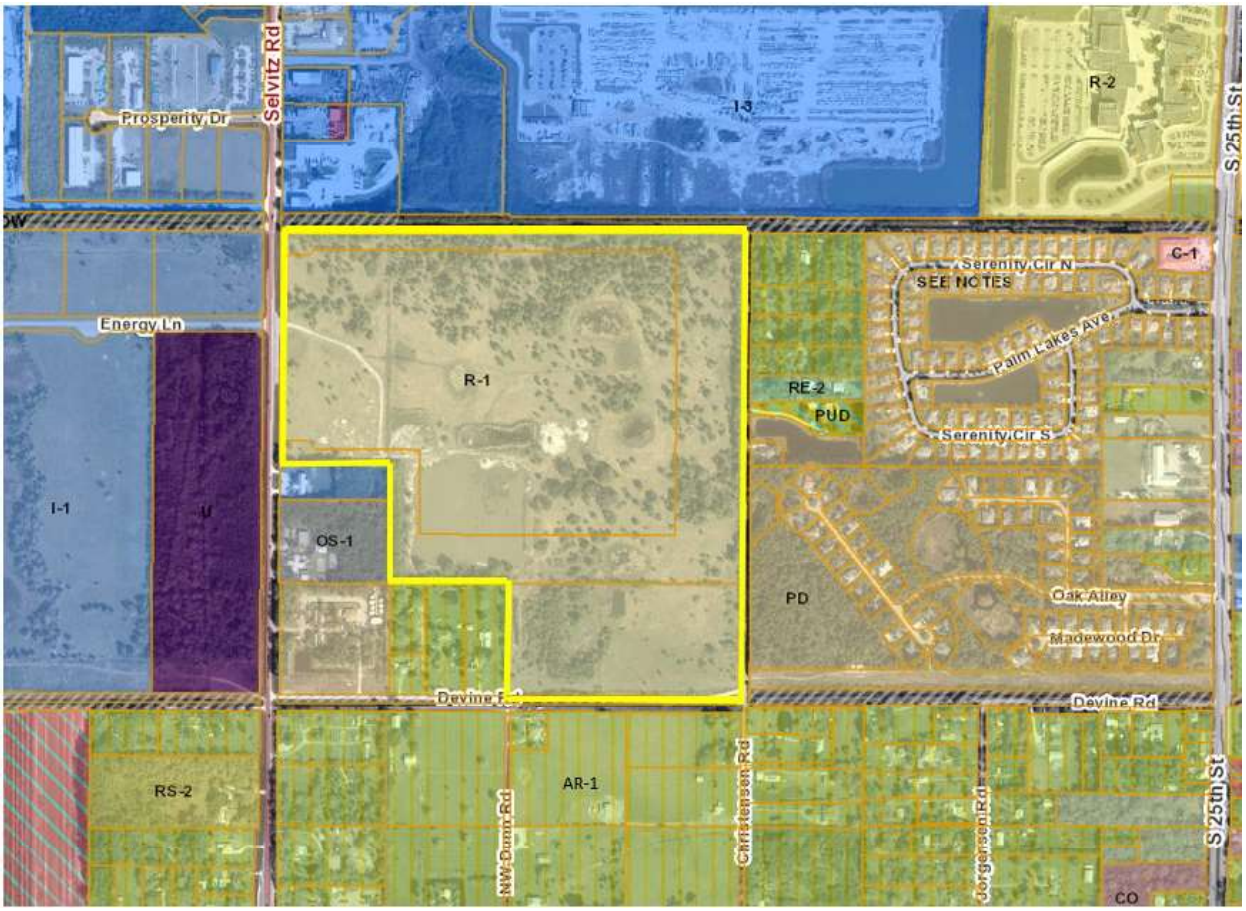



Figure 3 Existing Land Use Designations (FP and SLC)

## Environmental

Per SFWMD Environmental Resource Permit 56-03396-P dated September 2016, there are some wetlands on site. As stated in the Environmental Report prepared by Advanced Restoration Ecology in July 2022, some of these wetlands are still existing and will be adequately mitigated for if impacted by future development. Nevertheless, there are no other environmentally sensitive areas or characteristics onsite. No listed plant or animal species were observed during the pedestrian transaction visit and evaluation. Additionally, the site is composed primarily of pasture land and no native upland habitat was found onsite.

## Traffic

A traffic report was conducted by MacKenzie Engineering dated September 29, 2022, to calculate the changes in daily trips expected from this development. For the Future Land Use Designation of MXD, using its maximum allowable density of 15 dwelling units per acre, the increase of daily trips increases from the existing 6,038 trips to 69,067 trips. However, with a more accurate depiction of the uses, densities, and intensities being proposed in the PD rezoning application, the values used to calculate the rezoning effects on traffic are more indicative of the true change. Using these values, the increase in daily trips shifts to only 6,375 trips - a difference of 337 from the existing zoning designation. With this in mind, all roadway segments included in the analysis are projected to operate acceptably with the proposed development,

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JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

except Midway Road from East Torino Parkway to Jenkins Road/Milner Road. The road is currently failing at its existing conditions; therefore, it is the responsibility of the maintaining agency to correct this deficiency, and not that of the applicant.

### Adequate Public Facilities

The site is located in an already developed area, therefore the basic infrastructure is already in place to serve the proposed land use. As an infill development surrounded by various uses, the project site has efficient access to a number of public facilities and future residents' daily necessities, including the proximity to the US-1 commercial corridor less than three miles from the project location. In addition to the available water, wastewater, electric, and waste management services existing in the area, the map below shows the project site and existing uses/services within a three-mile radius. Within this radius, the site has access to a high, middle, and elementary school, two grocery stores, a fire station, sheriff's department, post office, and several other services and uses to meet resident's needs.

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LC26000535
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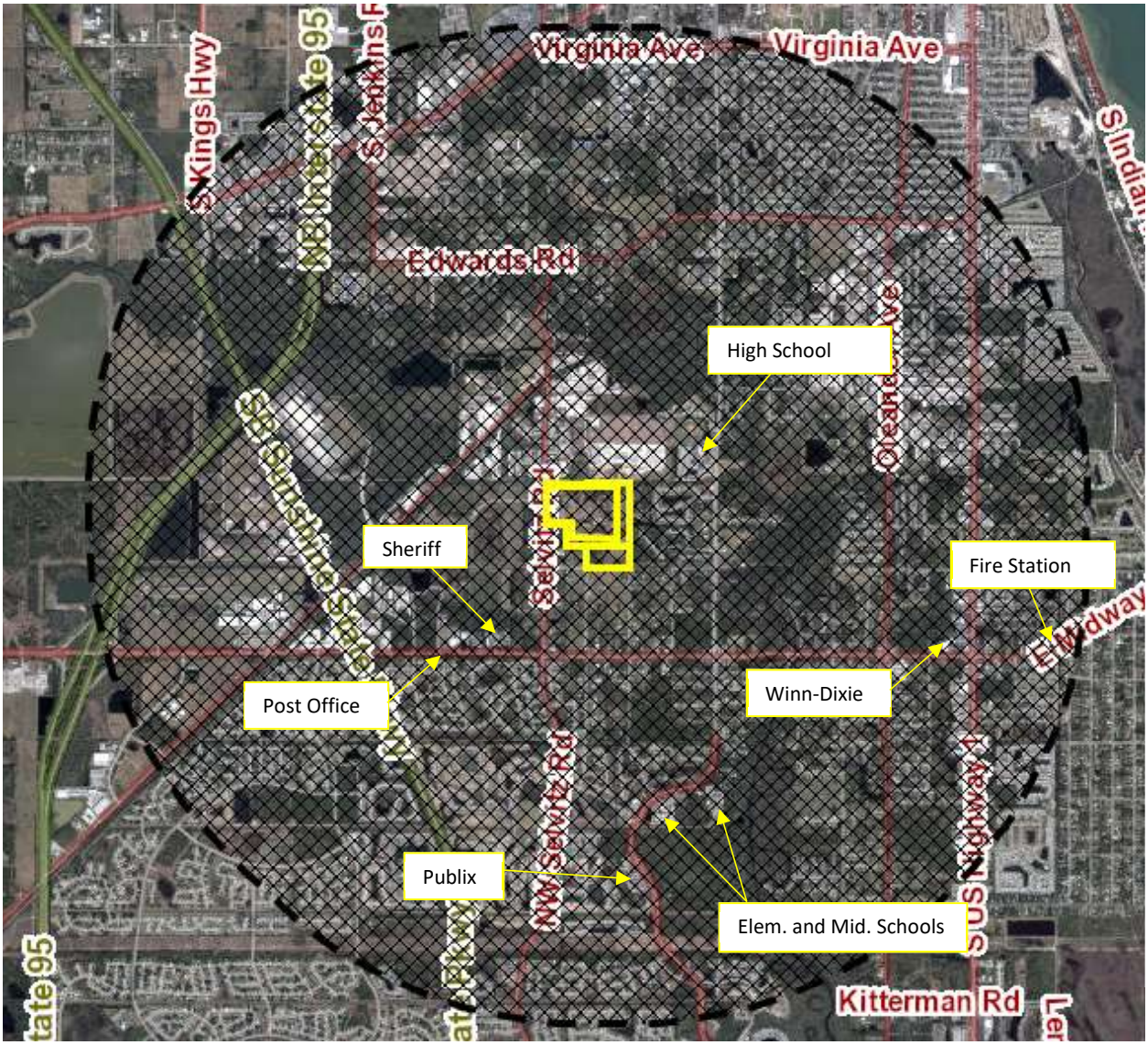



If you have any questions about this application, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,

Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**
**ENVIRONMENTAL RESOURCE PERMIT NO. 56-03396-P**
**DATE ISSUED:September 20, 2016**

**PERMITTEE:** MIDWAY ST LUCIE L L C
675 WEST INDIANTOWN RD SUITE 201
JUPITER, FL 33458

**PROJECT DESCRIPTION:** Construction and operation of a 64.4 acre project known as SELVITZ CROSSING BORROW PIT.

**PROJECT LOCATION:** ST LUCIE COUNTY, SEC 32 TWP 35S RGE 40E

**PERMIT DURATION:** See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 150323-3, dated March 23, 2015. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statues (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 15 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 8 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 20th day of September, 2016, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY:_____
Ricardo A. Valera, P.E.
Bureau Chief - Environmental Resource
Okeechobee Regulatory Office

## GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

## GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

## GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

## SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on September 20, 2021.

2. Operation and maintenance of the stormwater management system shall be the responsibility of the permittee.

3. Discharge Facilities:

   No Discharge Facilities

4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

6. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (http://my.sfwmd.gov/ePermitting) under this application number.
   Exhibit No. 1 Location Map
   Exhibit No. 2 Construction Plans, Pages 1 - 5
   Exhibit No. 3 Wetland Map
   Exhibit No. 4 Wetland Impact Map
   Exhibit No. 5 Conservation Easement, Pages 1-13
   Exhibit No. 6 Bluefield Ranch Mitigation Credit Purchase Confirmation, Pages 1-2
   Exhibit No. 7 Monitoirng and Maintenance Plan, Pages 1-7
   Exhibit No. 8 Work Schedule

7. Land use within the permitted facilities is agricultural. Any proposed change in land use or crop type may require modification of this permit and must be reported to the District for a determination of permit requirements.

8. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

   The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

   To schedule a pre-construction meeting, please contact ERC staff from the Okeechobee Service Center at (863) 462-5260 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

9. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

10. A maintenance program shall be implemented in accordance with Exhibit No. 7 for the preserved and created wetland/upland areas on a regular basis to ensure the integrity and viability of those areas as

**SPECIAL CONDITIONS**

permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

11. A mitigation program for Wetland No.2 shall be implemented in accordance with Exhibit No.7. The permittee shall create 0.60 acres of fresh water marsh, and preserve a total of 3.8 acres of wetland/upland compensation areas.

12. The wetland conservation areas and upland buffer zones and/or upland preservation areas shown on Exhibit No.5 may in no way be altered from their natural or permitted state. Activities prohibited within the conservation areas include, but are not limited to:
(a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
(b) dumping or placing soil or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
(c) removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic and nuisance vegetation removal;
(d) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface;
(e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
(f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking or fencing;
(g) acts or uses detrimental to such retention of land or water areas; and
(h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

13. A monitoring program shall be implemented in accordance with Exhibit No. 7.0. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

14. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.

15. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly "trenched" etc, in accordance with Exhibit No.2.0. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.

# NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

## RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

## FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

**INITIATION OF AN ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

**MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

**RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

**Last Date For Agency Action:** October 29, 2016

## INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

**Project Name:** Selvitz Crossing Borrow Pit

**Permit No.:** 56-03396-P

**Application No.:** 150323-3

**Application Type:** Environmental Resource (New Construction/Operation)

**Location:** St Lucie County, S32/T35S/R40E

**Permittee :** Midway St Lucie L L C

**Operating Entity :** Midway St Lucie L L C

**Project Area:** 64.40 acres

**Permit Area:** 122.80 acres

**Project Land Use:** Mining

**Drainage Basin:** NORTH ST LUCIE

**Receiving Body:** N/A 100% Retention **Class:** N/A

**Special Drainage District:** NA

| | | |
|---|---|---|
| **Total Acres Wetland Onsite:** | 9.02 | |
| **Total Acres Wetland Preserved Onsite:** | 1.70 | |
| **Total Acres Impacted Onsite :** | 7.32 | |
| **Total Acres Presv/Mit Compensation Onsite:** | 3.80 | |
| **Offsite Mitigation Credits-Mit.Bank:** | 2.40 | Bluefield Ranch |

**Conservation Easement To District :** No

**Sovereign Submerged Lands:** No

### PROJECT SUMMARY:

This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 64.4 acres of sand mine known as Selvitz Crossing Borrow Pit.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

## PROJECT EVALUATION:

### PROJECT SITE DESCRIPTION:

The site is located in St Lucie County. Please refer to Exhibit 1 for a location map.

There are no existing permitted stormwater management facilities within the project area. The site is vacant land.

### LAND USE:

**Construction Project:**

| | Total Project | |
|---|---|---|
| Lake | 44.53 | acres |
| Lake Bank | 6.03 | acres |
| Pervious | 72.24 | acres |
| **Total:** | **122.80** | |

### WATER QUANTITY :

**Discharge Rate :**

No Discharge 100% Retention

### WATER QUALITY :

The proposed project will retain all runoff from the design storm onsite.

The project also includes implementation a Construction Pollution Prevention Plan/ Turbidity and Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

### WETLANDS:

**Wetlands And Other Surface Waters:**

The project parcel contains 7 wetlands totaling 9.02 acres. Please see Exhibit 3.0 for wetland locations. Wetlands 1, 2, 3, 4, 5 and 7 can be generally described as low quality freshwater marshes within an improved pasture ranch that have been hydrologically altered by agricultural practices, cattle grazing and ditching. Wetland No. 6 is a wet prairie feature that consists primarily of torpedo grass and penny wort. The lack of hydrologic indicators and the little inundation that was observed in Wetland No. 6 during a site visit that occurred after a major rain event are indicative of a severely altered hydroperiod. Please refer to Exhibit 3.0 for a wetland map.

The project will result in direct impacts to 7.32 acres of wetlands as described in the table below. Exhibit 4.0 identifies the locations of the wetlands that will be impacted as well as the preserved wetland. Pursuant to Sections 10.2.1 and 10.2.1.2 of the Applicant's Handbook Volume 1 (VOL I), the applicant is

proposing mitigation that provides regional ecological value and will provide greater long term value than the impacted wetlands. Additionally, the applicant will preserve Wetland No. 2 and create an additional 0.60 acre wetland area that will connect to Wetland No. 2 (Refer to Exhibit 2).

There are no Secondary impacts associated with this project.

To mitigate for the wetland impacts, the applicant has purchased 2.4 freshwater herbaceous credits (Exhibit 6.0) from Bluefield Ranch Mitigation Bank (BRMB) and will preserve Wetland No. 2 which is 1.7 acres. Additionally, the applicant will scrape down 0.60 acres adjacent to the Wetland No. 2. The area to be scraped down will have a bottom elevation 1.5' below the existing 13.0 NAVD ground elevation and will be mulched with soils from the impacted wetlands. The wetland soils will provide an excellent seed source and will allow for natural recruitment to reestablish vegetative coverage during the first two years. A planting and monitoring plan were provided for the enhancement and preservation areas. A conservation easement dedicated to the District will be placed over Wetland No. 2, the 0.60 acres of created wetland area and associated upland buffers (Exhibit 5.0).

The overall wetland functional loss was calculated to be 2.79. The 2.4 freshwater herbaceous wetland credits that were purchased from BRMB to offset the wetland impacts were assessed using the Wetland Rapid Assessment Method (WRAP). The off-site mitigation only covered 2.4 of the 2.79 combined wetland functional loss; as such, the Unified Mitigation Assessment Method (UMAM) was used to assess the mitigation associated with the preservation, enhancement and creation of the 0.60 acre wetland area. The preservation, enhancement and creation will provide a functional gain of 0.42 which sufficiently completes the mitigation necessary to offset this project's impacts. The final scores can be found in the permit file.

**Cumulative Impact Assessment:**

Since the off-site mitigation is not located within the same basin as the wetland impacts, a cumulative impact analysis was conducted of the freshwater herbaceous wetlands within the St. Lucie Basin pursuant to Rule 10.2.8 of Volume I. This analysis can be found in the permit file.

The analysis identified herbaceous wetlands in the Basin that were not protected by land use restrictions or dedicated as public preserve land as "at risk". Wetlands preserved and protected accounted for 55% of all wetlands in the Basin. Based on the applicant's analysis, if all "at risk" wetlands within the Basin were impacted and all mitigation was conducted outside the Basin, a loss of 45% of wetland acreage in the Basin would occur.

Numerous Cumulative Impact Analysis of the St. Lucie Basin have been conducted, all of which conclude that for wetlands of poor quality and of small (<5 acres) size, mitigation outside the basin will not result in a cumulative impact. There are more than 20,000 acres of native upland and wetlands preserved in perpetuity within the St. Lucie Watershed. In their current condition the wetlands proposed to be impacted for this project provide minimal opportunity for wildlife utilization. It is not expected these six, isolated, low quality herbaceous wetlands totaling 7.32 acres will result in unacceptable impacts upon wetlands and other surface waters within the same watershed of the St. Lucie Basin.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the St. Lucie Basin. This conclusion is project-specific and does not necessarily apply to any other application.

**Monitoring/Maintenance:**

A monitoring and maintenance program shall be implemented in accordance with the monitoring and maintenance plan included in Exhibit 6.0 and the special conditions of the permit. The monitoring and

maintenance plan describes the exotic treatment/removal, monitoring and maintenance activities and discusses the monitoring methodology. Maintenance shall be conducted in perpetuity. The wetland and upland buffer areas will be maintained at less than 5% cover by exotic and nuisance species. Monitoring reports will be submitted in accordance with the work scheduled attached as Exhibit 7.0.

**Wetland Inventory :**

CONSTRUCTION MOD -Selvitz Crossing Borrow Pit Direct Impacts

| Site Id | Site Type | Pre-Development | | | | Post-Development | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Pre Fluccs | AA Type | Acreage (Acres) | Current Wo Pres | With Project | Time Lag (Yrs) | Risk Factor | Pres. Adj. Factor | Post Fluccs | Adj Delta | Functional Gain / Loss |
| WL1 | ON | 641 | Direct | 3.18 | | | | | | | .000 | .000 |
| WL3 | ON | 641 | Direct | .72 | | | | | | | .000 | .000 |
| WL4 | ON | 641 | Direct | .73 | | | | | | | .000 | .000 |
| WL5 | ON | 641 | Direct | 1.15 | | | | | | | .000 | .000 |
| WL6 | ON | 643 | Direct | .65 | | | | | | | .000 | .000 |
| WL7 | ON | 641 | Direct | .89 | | | | | | | .000 | .000 |
| | | | Total: | 7.32 | | | | | | | | .00 |

**Wetland Inventory :**

CONSTRUCTION MOD -Selvitz Crossing Borrow Pit Mitgation

| Site Id | Site Type | Pre-Development | | | | Post-Development | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Pre Fluccs | AA Type | Acreage (Acres) | Current Wo Pres | With Project | Time Lag (Yrs) | Risk Factor | Pres. Adj. Factor | Post Fluccs | Adj Delta | Functional Gain / Loss |
| UPB | ON | 211 | Preservation | 1.50 | | | | | | | | |
| WL2 | ON | 643 | Preservation | 1.70 | .43 | .66 | 3 | 1.25 | .50 | 643 | .086 | .146 |
| WL2C | ON | 211 | Restoration/Creation | .60 | .00 | .60 | 3 | 1.25 | | 643 | .449 | .269 |
| | | | Total: | 3.80 | | | | | | | | .42 |

| Fluccs Code | Description |
|---|---|
| 211 | Improved Pastures - Hydric |
| 211 | Improved Pastures - Upland |
| 641 | Freshwater Marshes |
| 643 | Wet Prairies |

MITBANK BLUEFIELD RANCH

| Type Of Credits | Number Of Credits |
|---|---|
| | Mitigation Bank Cr Used |

| MITBANK | BLUEFIELD RANCH |
|---|---|
| | **Mitigation Bank Cr Used** |
| Fresh Water Herbaceous | 2.40 |
| **Total:** | **2.40** |

**Fish And Wildlife Issues:**

The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

**LEGAL ISSUES:**

The proposed project will place a total of 3.8 acres of wetland and upland buffer area under a Deed of Conservation Easement (Refer to Exhibit 5.0). The applicant must submit the recorded conservation easement along with sketch and legal description within 30 days of Permit issuance or before construction begins, whichever comes first. The recorded conservation easement shall be in accordance with Exhibit 5.0 and the Special Conditions.

**CERTIFICATION, OPERATION, AND MAINTENANCE:**

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

## RELATED CONCERNS:

**Water Use Permit Status:**

Irrigation is not necessary for this project.

The applicant has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

**CERP:**

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

**Right-Of-Way Permit Status:**

A District Right-of-Way Permit is not required for this project.

**Historical/Archeological Resources:**

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and the project is therefore unlikely to have an effect upon any such properties.

**DEO/CZM Consistency Review:**

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

**Third Party Interest:**

No third party has contacted the District with concerns about this application.

**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**

**DIVISION APPROVAL:**

**NATURAL RESOURCE MANAGEMENT:**

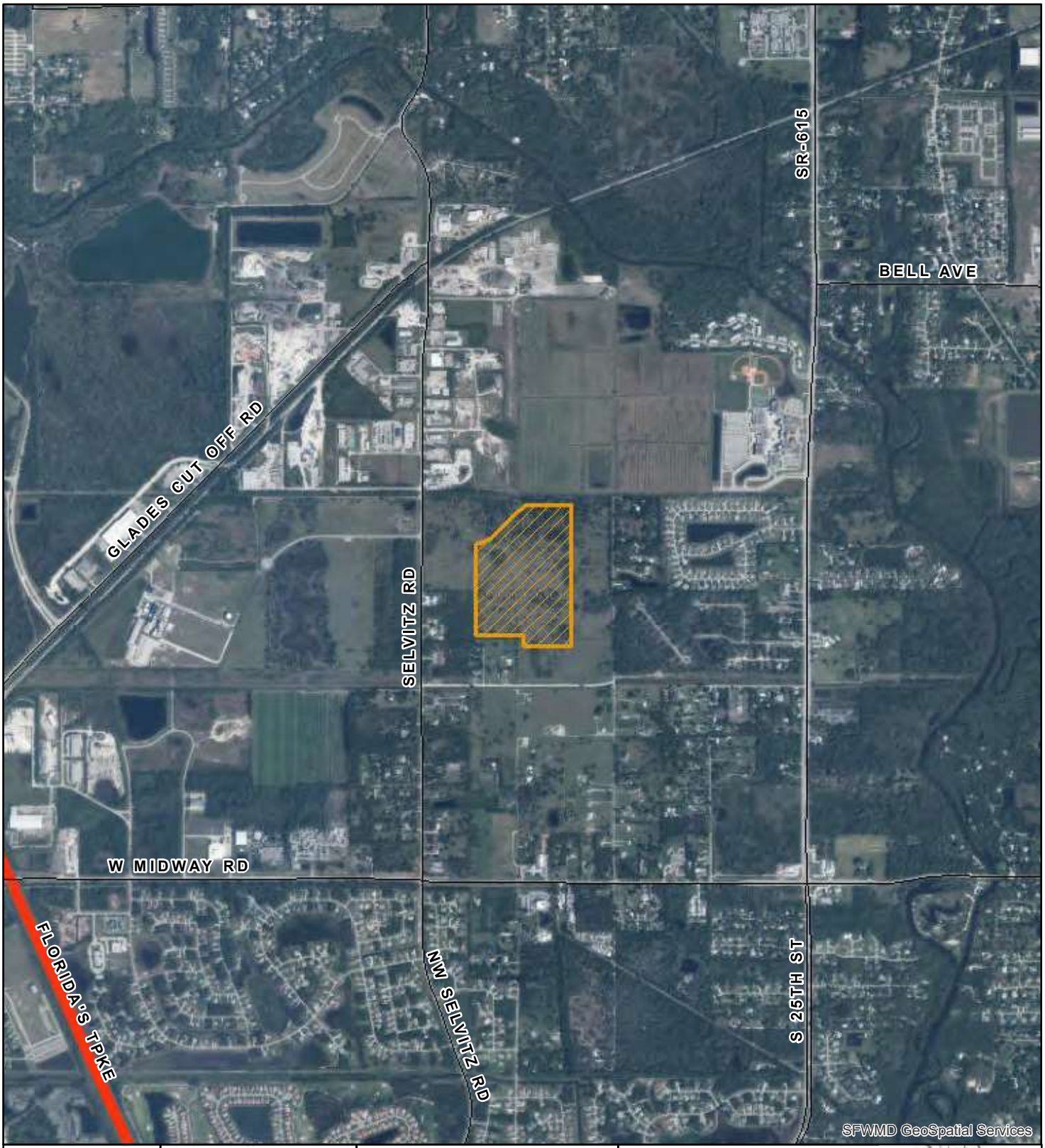
Barbara J. Conmy

**DATE:** 20 Sep 2016

**SURFACE WATER MANAGEMENT:**

Gary Priest, P.E.

**DATE:** 20-Sep-2016




| Exhibit No: 1 | Exhibit Created On: 2016-09-14 | ST. LUCIE COUNTY, FL |
|---|---|---|

REGULATION DIVISION

Project Name: SELVITZ CROSSING BORROW PIT

Application

Permit No: 56-03396-P

Application Number: 150323-3

0 1,650 3,300 Feet

N

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South Florida Water Management District

CONSTRUCTION PLANS FOR

# SELVITZ CROSSING BORROW PIT

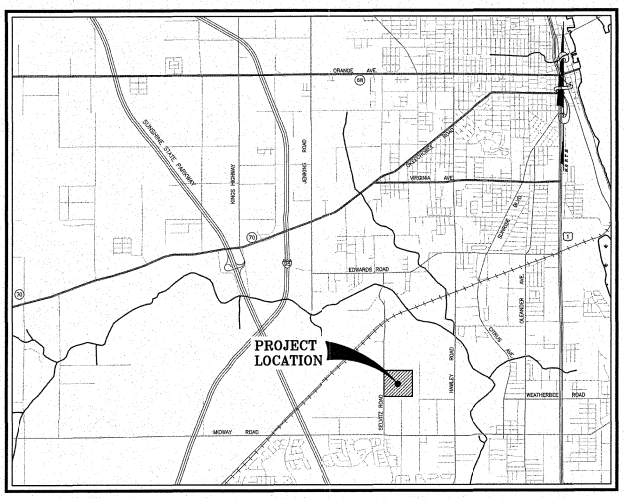
IN

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

FORT PIERCE, FLORIDA

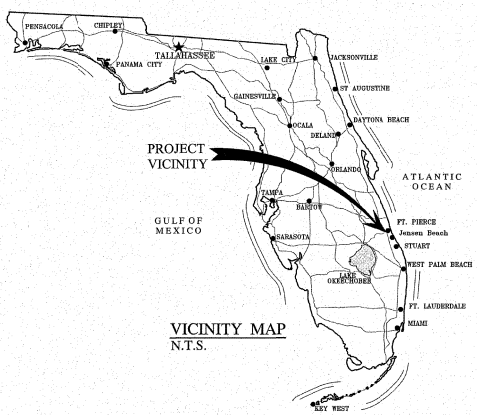
PREPARED FOR

# MIDWAY ST. LUCIE, LLC




LOCATION MAP
N.T.S.

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST




VICINITY MAP
N.T.S.

| INDEX TO SHEETS | |
|---|---|
| SHEET NO. | DESCRIPTION |
| 1 | COVER SHEET |
| 2 | EXCAVATION PLAN |
| 3 | WETLAND 2 IMPROVEMENT PLAN |
| 4 | SWPP PLAN |
| 5 | SWPPP SPECIFICATIONS |

## PROJECT TEAM


DEVELOPER/OWNER:
**Midway St. Lucie, LLC**
675 West Indiantown Rd., Suite 201
Jupiter, FL 33458
Butch Beechler
Phone: (561) 889-8383

ENGINEER:
**Culpepper & Terpening, Inc.**
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: (772) 464-3537
Fax: (772) 464-9497


PATRICK J. FERLAND LICENSE No. 33125 STATE OF FLORIDA PROFESSIONAL ENGINEER

CULPEPPER & TERPENING INC

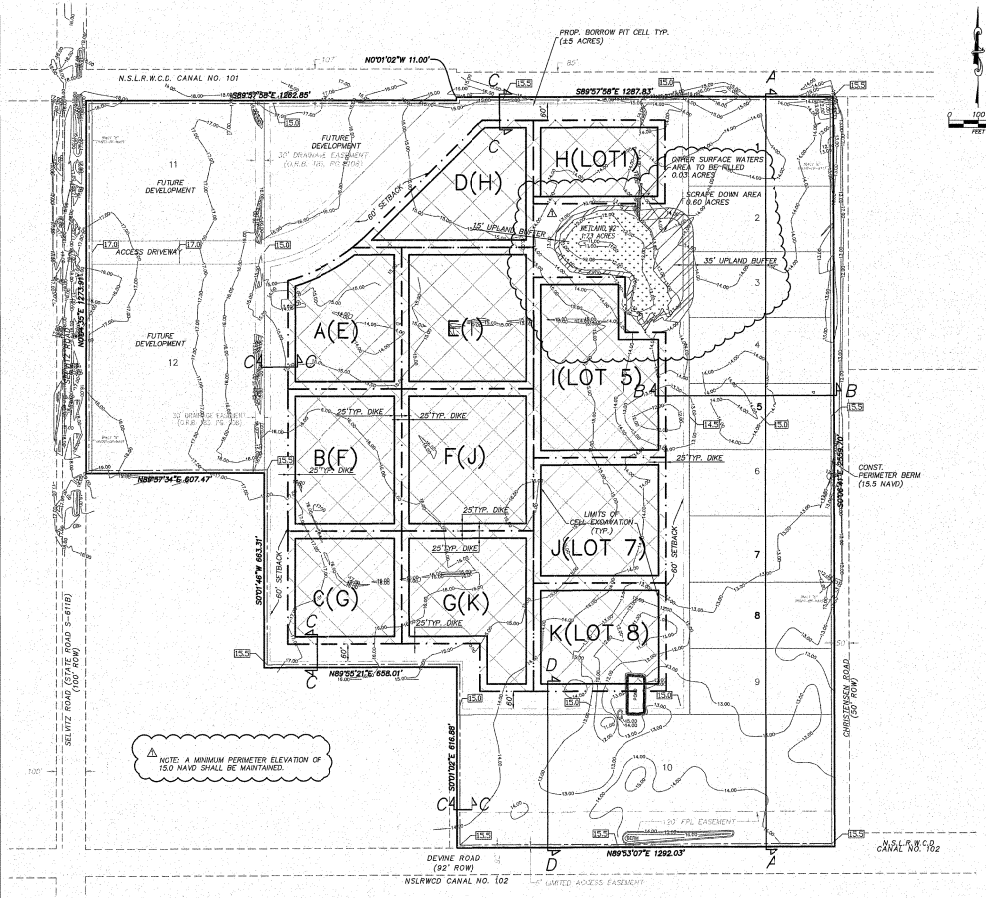
CONSULTING ENGINEERS | LAND SURVEYORS

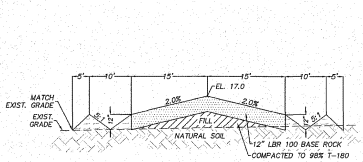
2980 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34981 * (772) 464-3537
151 S.W. FLAGLER AVE * STUART, FLORIDA 34994 * (772) 220-3376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

FILE NAME: 13-131 BASE.dwg

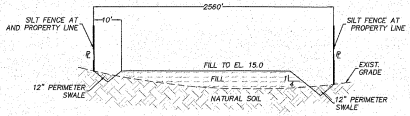


Page 1 of 5
Application No. 150323-3
Exhibit 2.0

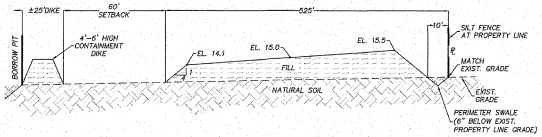


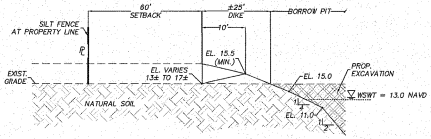

ACCESS DRIVEWAY DETAIL (TYP.)
N.T.S.




SECTION A-A
N.T.S.




SECTION B-B
N.T.S.

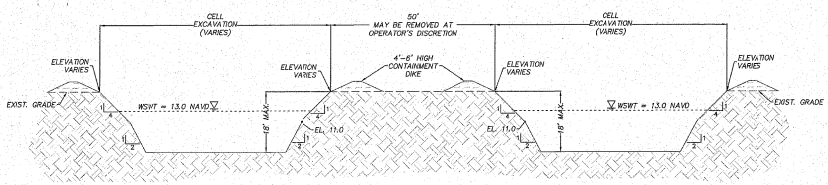



SECTION C-C
N.T.S.

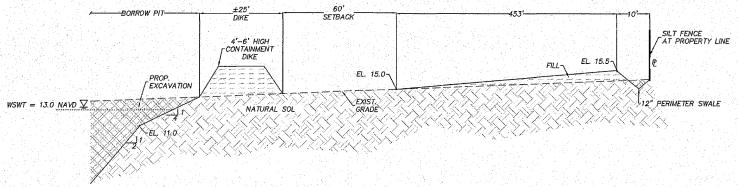
NOTES:
1. TOTAL SITE AREA = 122.8 ACRES
EXCAVATION AREA = 47.37 ACRES
2. 35' UPLAND BUFFER AREA = 0.41 ACRES
15' UPLAND BUFFER AREA = 0.36 ACRES
TOTAL BUFFER AREA = 0.77 ACRES
3. A MINIMUM PERIMETER ELEVATION OF 15.0 NAVD SHALL BE MAINTAINED.
4. SURVEY INFORMATION BASED ON SURVEY PREPARED BY LIDBERG LAND SURVEYING INC. DATED FEBRUARY 13, 2014.
5. REFER TO CULPEPPER & TERPENING, INC. SELVITZ CROSSING TURN LANE DESIGN PLANS FOR DETAILS OF SELVITZ ROAD CONNECTION.
6. CONTRACTOR SHALL IMMEDIATELY CEASE OPERATIONS IF TURBID WATER LEAVES THE SITE.
7. PERIMETER SILT FENCING SHALL BE INSTALLED AND APPROVED PRIOR TO SITE CLEARING. CONTRACTOR SHALL ROUGH GRADE THE SITE SO THAT STORM WATER WILL DRAIN INTERNALLY.
8. SURVEY INFORMATION BASED ON SURVEY PREPARED BY LIDBERG LAND SURVEYING INC. DATED FEBRUARY 13, 2014.

LEGEND

- CONTOURS
- RIGHT OF WAY
- EASEMENT
- PROPERTY LINE
- PERIMETER BERM
- PROP. GRADES
- CELL IDENTIFICATION
- A(E) CELL IDENTIFICATION (STOCKPILE IDENTIFICATION)
- BORROW PIT EXTENTS (47.37 ACRES)
- WETLAND BUFFER 35' BUFFER (0.41 ACRES) 15' BUFFER (0.36 ACRES)
- WETLAND SCRAPE DOWN AREA (0.60 ACRES)
- WETLAND (1.73 ACRES)
- OTHER SURFACE WATERS TO BE FILLED (0.03 ACRES)




TYPICAL CELL EXCAVATION DETAIL
N.T.S.




SECTION D-D
N.T.S.

PATRICK J. FERLAND
LICENSED
No. 33125
STATE OF FLORIDA
PROFESSIONAL ENGINEER
PATRICK J. FERLAND P.E. NO. 33125

811 Know what's below. Call before you dig.

DATUM NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

| COMPUTER FILE REF. | FIELD BK./PG. |
|---|---|
| 13-131 BASE.dwg | |

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2999 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34982 • (772) 464-3527
101 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-2870
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4280

| – REVISIONS – | BY | DATE |
|---|---|---|
| 1 ADDED WETLAND NO. 2 & BUFFER. | JK | 05-04-16 |
| 2 ADDED MINIMUM PERIMETER ELEVATION NOTE. | JK | 05-04-16 |
| 3 ADDED STOCKPILE INFORMATION. | JK | 05-04-16 |
| 4 REVISED "WETLAND" TO BE FILLED TO "OTHER SURFACE WATERS." | JK | 08-19-16 |
| | | |
| | | |

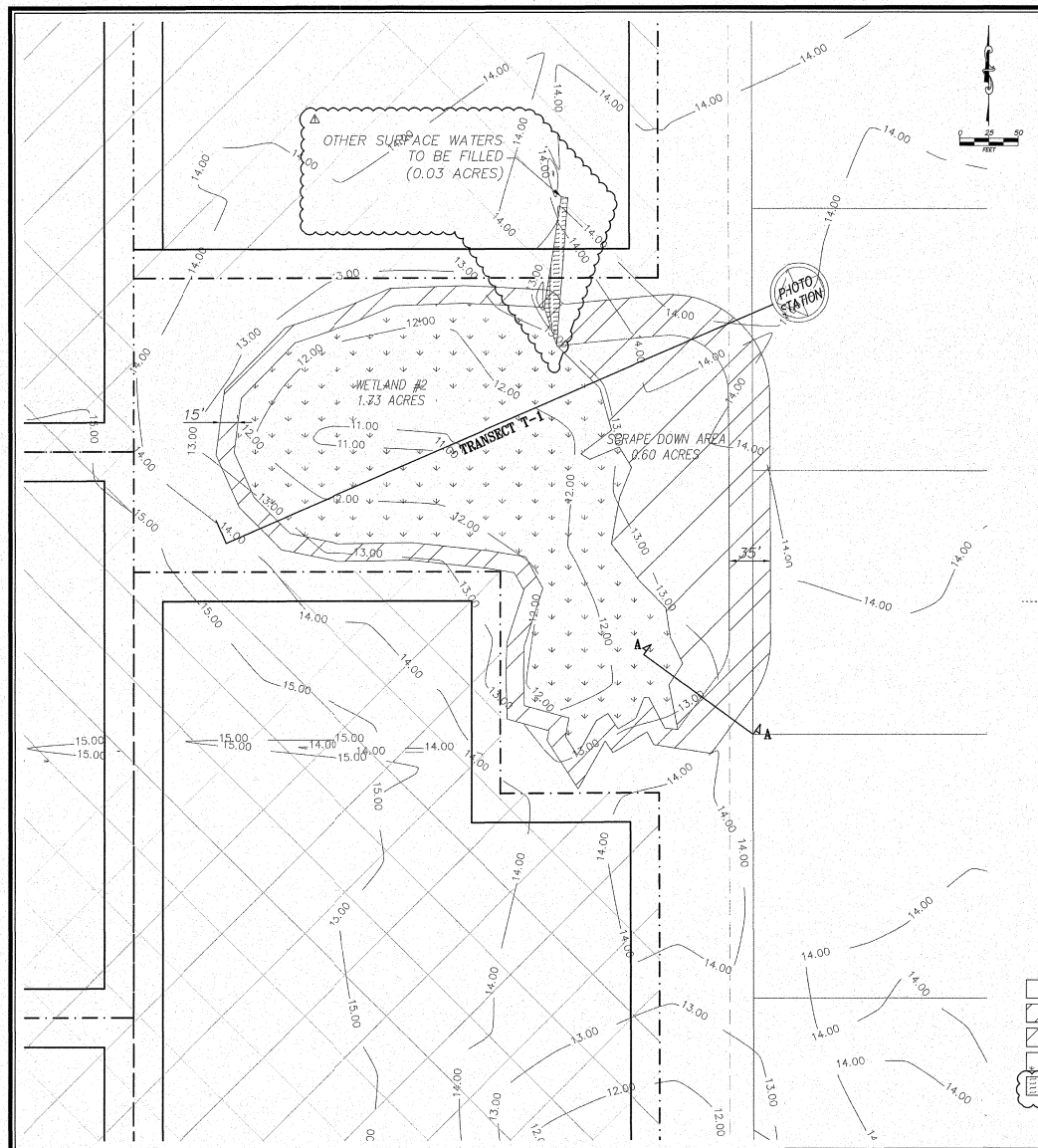
| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 01-30-15 |
| DETAILED | | |
| CHECKED | SKM | 02-11-15 |
| APPROVED | PJF | 02-25-15 |

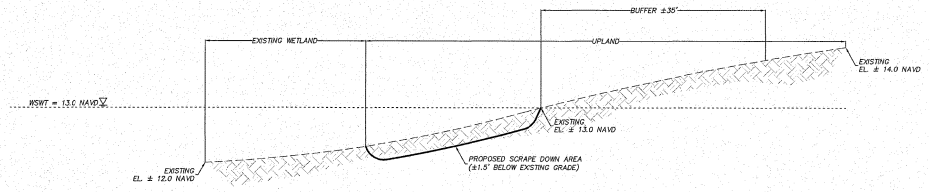
# SELVITZ CROSSING

## EXCAVATION PLAN

DATE: 06-21-2016
HORZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 13-131
SHEET 2 OF 5

Page 2 of 5
Application No. 150323-3
Exhibit 2.0




*SECTION A-A*
*N.T.S.*

LEGEND

- BORROW PIT EXTENTS (47.37 ACRES)
- WETLAND BUFFER: 35' BUFFER (0.41 ACRES); 15' BUFFER (0.36 ACRES)
- WETLAND SCRAPE DOWN AREA (0.60 ACRES)
- WETLAND (1.73 ACRES)
- OTHER SURFACEWATERS TO BE FILLED (0.03 ACRES)
- CONTOURS
- EASEMENT
- BORROW PIT

PATRICK J. FERLAND, P.E. LIC. NO. 33125

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DATUM NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

| COMPUTER FILE REF. | FIELD BK./PG. |
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| 13-131 BASE.dwg | |

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CONSULTING ENGINEERS | LAND SURVEYORS
2000 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34982 • (772) 464-0327
151 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-2376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4280

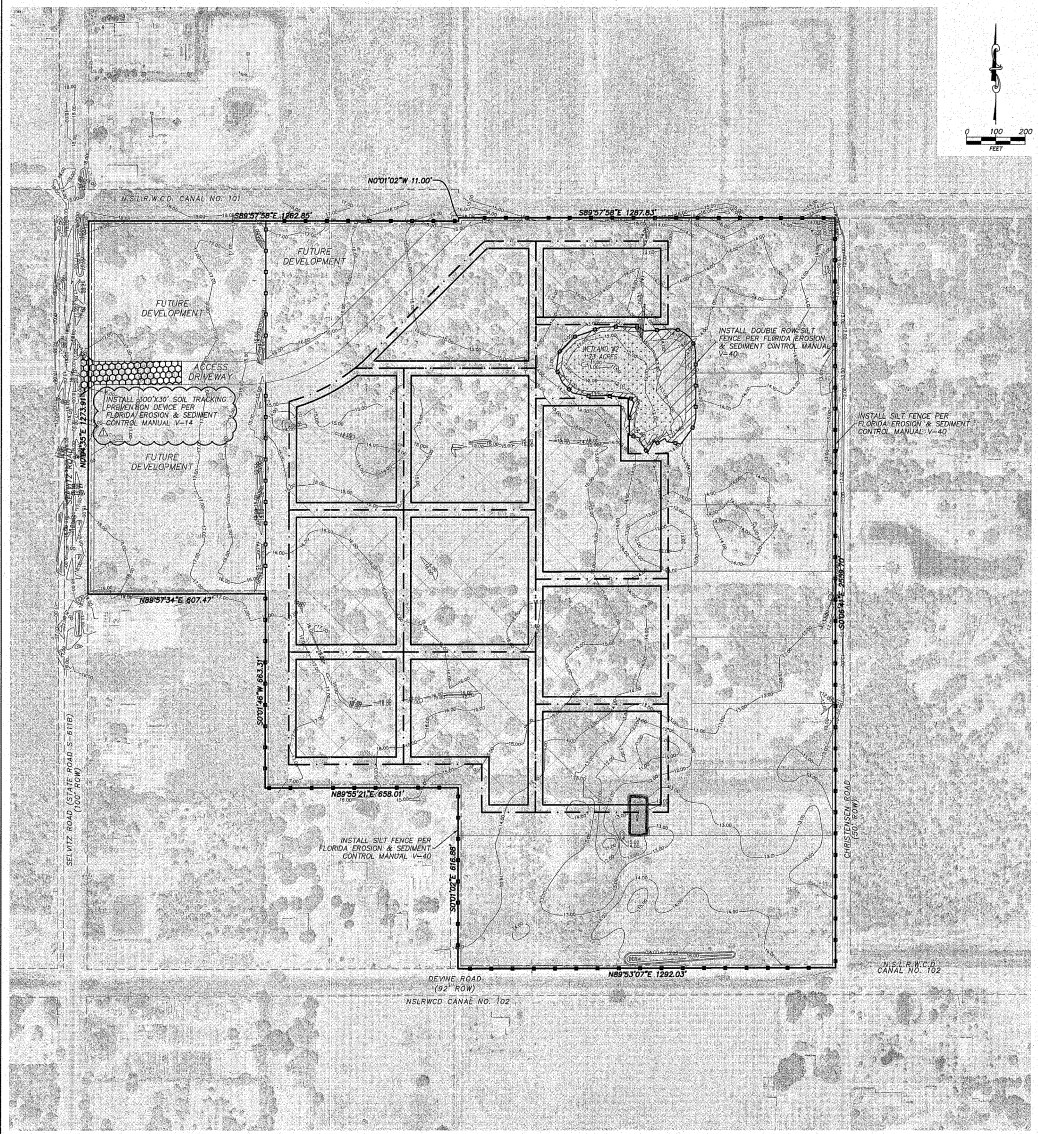
| – REVISIONS – | | |
|---|---|---|
| 1 REVISED "WETLAND" TO BE FILLED TO "OTHER SURFACE WATERS." | JK | 08-19-16 |

| | BY | DATE |
|---|---|---|
| FIELD CALCS. | | |
| DRAWN | JK | 04-28-16 |
| DETAILED | | |
| CHECKED | SKM | |
| APPROVED | PJF | 04-25-16 |

# SELVITZ CROSSING

## WETLAND 2 IMPROVEMENT PLAN

DATE: 06-21-2016
HORZ. SCALE: 1"=50'
VERT. SCALE: NA
JOB No. 13-131
SHEET 3 OF 6




STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

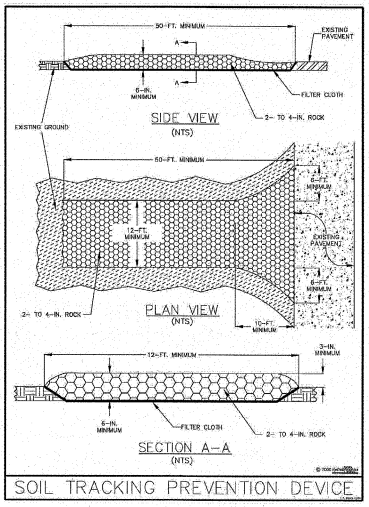



**Figure V-14: Illustration of a Soil Tracking Prevention Device**

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STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

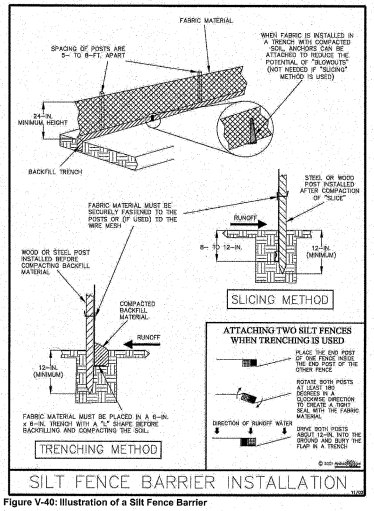


**Figure V-40: Illustration of a Silt Fence Barrier**

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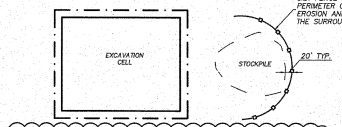
*NOTE:*

*THE FOLLOWING INSPECTIONS ARE REQUIRED BY THE CITY OF FORT PIERCE ENGINEERING DEPT. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING DEPT. AT LEAST TWO (2) WORKING DAYS BEFORE THE REQUIRED INSPECTIONS. (772-467-3776)*

1. *START OF CONSTRUCTION.*
2. *INSTALLATION OF SEDIMENT AND EROSION MEASURES.*
3. *COMPLETION OF SITE CLEARING.*
4. *COMPLETION OF ROUGH GRADING.*
5. *COMPLETION OF FINAL GRADING.*
6. *CLOSE OF THE CONSTRUCTION.*
7. *COMPLETION OF FINAL LANDSCAPING*

LEGEND

CONTOURS
RIGHT OF WAY
EASEMENT
PROPERTY LINE
PERIMETER BERM
SILT FENCE
BORROW PIT EXTENTS AND LIMITS OF CLEARING
SOIL TRACKING PREVENTION DEVICE




*TYPICAL STOCKPILE EROSION CONTROL PLAN VIEW*
*N.T.S*

PATRICK J. FERRAND, P.E. FL. REG. NO. 53125

811 Know what's below. Call before you dig.

| COMPUTER FILE REF. | FIELD BK./PG. |
|---|---|
| 13-131 BASE.dwg | |

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2003 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34950 • (772) 464-3587
101 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-2376
STATE OF FLORIDA, BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4356

| - REVISIONS - | | |
|---|---|---|
| ⚠ ADDED STOCKPILE DETAILS. | JK | 05-04-16 |
| ⚠ ENLARGED SOIL TRACKING PREVENTION DEVICE BY BY 200'. | JK | 05-04-16 |

| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 01-30-15 |
| DETAILED | | |
| CHECKED | SVM | 02-11-15 |
| APPROVED | PF | 02-25-15 |

# SELVITZ CROSSING

## SWPP PLAN

DATE: 06-21-2016
HORZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 13-131
SHEET 4 OF 5

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE EXCAVATION OF BORROW PITS APPROXIMATELY 59.28 ACRES.

THE LIMITS OF THE PROJECT INCLUDE:
PLEASE REFER TO THE EXCAVATION PLAN FOR THE DISTANCE AND BEARING OF THE PROPERTY.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW UNLESS THE CONTRACTOR PROPOSES A DIFFERENCE SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING.
2. EARTHWORK AND EXCAVATION OF BORROW PITS.
3. FILLING OF LOTS AS DEPICTED IN THE PLANS.
4. STABILIZE AND SOD THE UNPAVED PROJECT AREA.

1.C. AREA ESTIMATED

TOTAL SITE AREA: 122.8 ± AC
TOTAL AREA TO BE DISTURBED: 61.91 ± AC

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS: N/A
BEFORE: N/A
DURING: N/A
AFTER: N/A

SOILS DATA: N/A.

OUTFALL INFORMATION: N/A

THERE IS NO PROPOSED OUTFALL

SURFACE WATERS: N/A

DISCHARGE POINTS TO SURFACE WATERS: N/A

THERE IS NO OFF-SITE DISCHARGE ASSOCIATED WITH THE PROJECT.

1.E. SITE MAP:

THE EXCAVATION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW.

– APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTIONS ON THE PLAN SHEETS.

– AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS.

– AREAS NOT TO BE DISTURBED: THE AREAS TO NOT TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS.

– LOCATION OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE SWPPP SHEET 4 OF 5.

– LOCATION OF PERMANENT CONTROLS: NOT APPLICABLE

– AREAS TO BE STABILIZED:

AS THE BORROW PIT EXCAVATION IS COMPLETED, THE BORROW PIT IS TO BE STABILIZED PRIOR TO THE BEGINNING OF THE EXCAVATION OF THE NEXT BORROW PIT.

1.F. RECEIVING WATERS: N/A

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CLOSED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

TEMPORARY:

–ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

– TURF AND SOD IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

PERMANENT:

–SOD IN ACCORDANCE WITH SPECIFICATION SECTION 575.

2.A.2 STRUCTURAL PRACTICES:

SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

– SEDIMENT BARRIERS IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

– INLET PROTECTION IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

PERMANENT:

– SOD.

2.B STORMWATER MANAGEMENT: N/A

NO OFF-SITE DISCHARGE IS PROPOSED.

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

– PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

– DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

– DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

– COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

– REMOVING EXCESS DIRT FROM ROADS DAILY.

– STABILIZED CONSTRUCTION ENTRANCES ACCORDING TO FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

– USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 FERTILIZERS AND PESTICIDES:

THE PROPOSED PROCEDURES APPLYING FERTILIZERS AND PESTICIDES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.4 TOXIC SUBSTANCES:

THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THE ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D APPROVED STATE AND LOCAL PLANS AND PERMITS:

–THE PROJECT IS CURRENTLY UNDER REVIEW.

3.0 MAINTENANCE:

THE CONTRACTOR SHALL MAINTAIN ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

– SILT FENCE: MAINTAIN PER FIGURE V-40. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS OR AS NECESSARY.

– SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEASE ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

– DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

– AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

– STRUCTURAL CONTROLS.

– STORMWATER MANAGEMENT SYSTEMS.

– LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZED EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE CITY OF FORT PIERCE PUBLIC WORKS DEPARTMENT.

PATRICK J. FERRANDI, FOR REVIEW ONLY
PATRICK J. FERRANDI, P.E. LICENSE NO. 33125

| COMPUTER FILE REF. | FIELD BK./PG. |
|---|---|
| 13-131 BASE.dwg | |


CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34982 • (772) 464-0327
101 S.W. BANFIELD AVE • STUART, FLORIDA 34994 • (772) 220-2276
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4328


| – REVISIONS – | | |
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| | | |

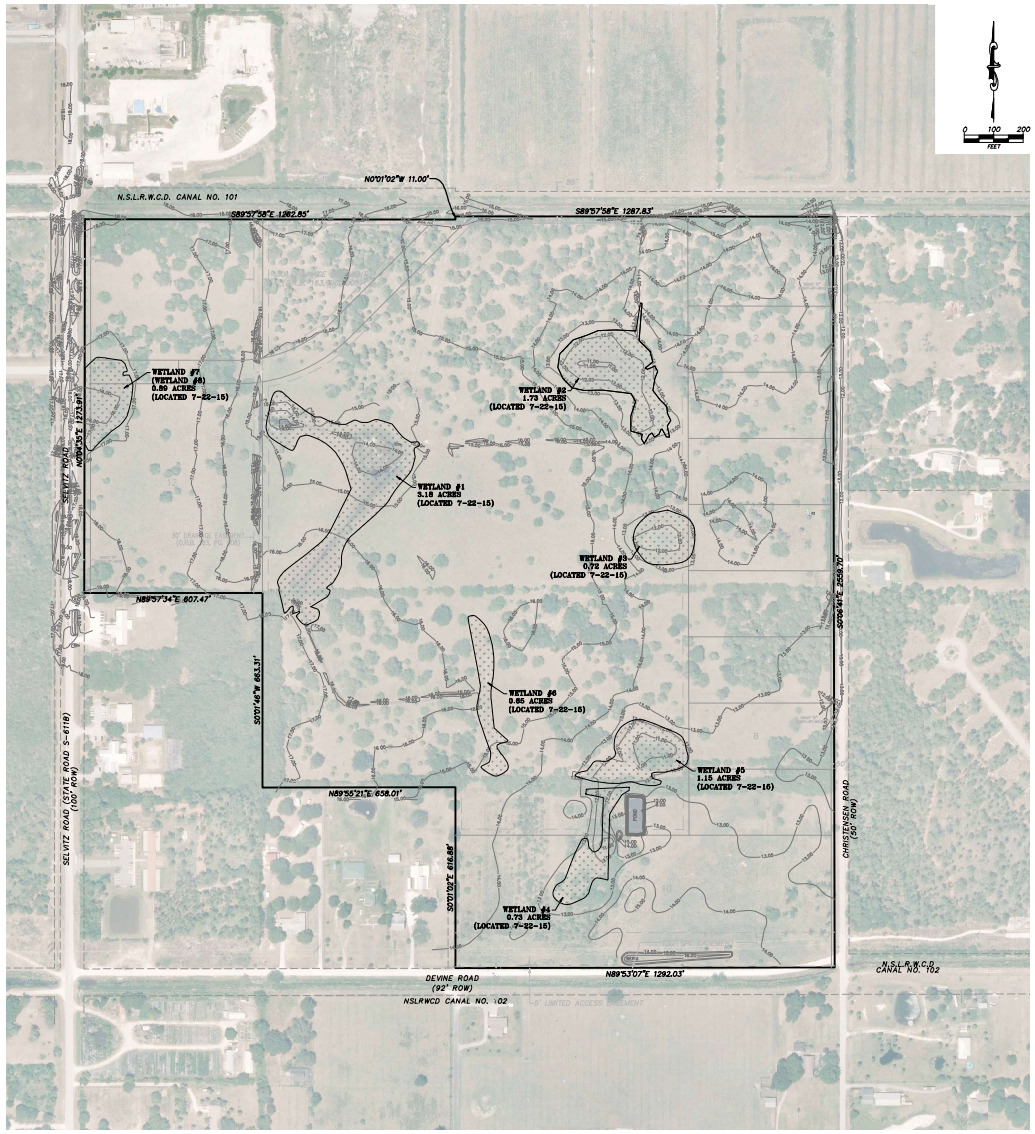
| | BY | DATE |
|---|---|---|
| FIELD CALCS. | | |
| DRAWN | JK | 01-30-15 |
| DETAILED | | |
| CHECKED | SKM | 02-11-15 |
| APPROVED | PF | 02-25-15 |

# SELVITZ CROSSING

## SWPPP SPECIFICATIONS

DATE: 06-21-2016
HORZ. SCALE: NA
VERT. SCALE: NA
JOB No. 13-131
SHEET 5 OF 5


Page 5 of 5
Application No. 150323-3
Exhibit 2.0




LEGEND

- CONTOURS
- RIGHT OF WAY
- EASEMENT
- PROPERTY LINE

PATRICK J. FERLAND, P.E. FL. REG. NO. 33125

811 Know what's below. Call before you dig.

| COMPUTER FILE REF. | FIELD BK./PG. |
|---|---|
| 13-131 Wetlands Aerial Exhibit.dwg | |

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

- REVISIONS -

| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 06-22-16 |
| DETAILED | | |
| CHECKED | | |
| APPROVED | | |

SELVITZ CROSSING

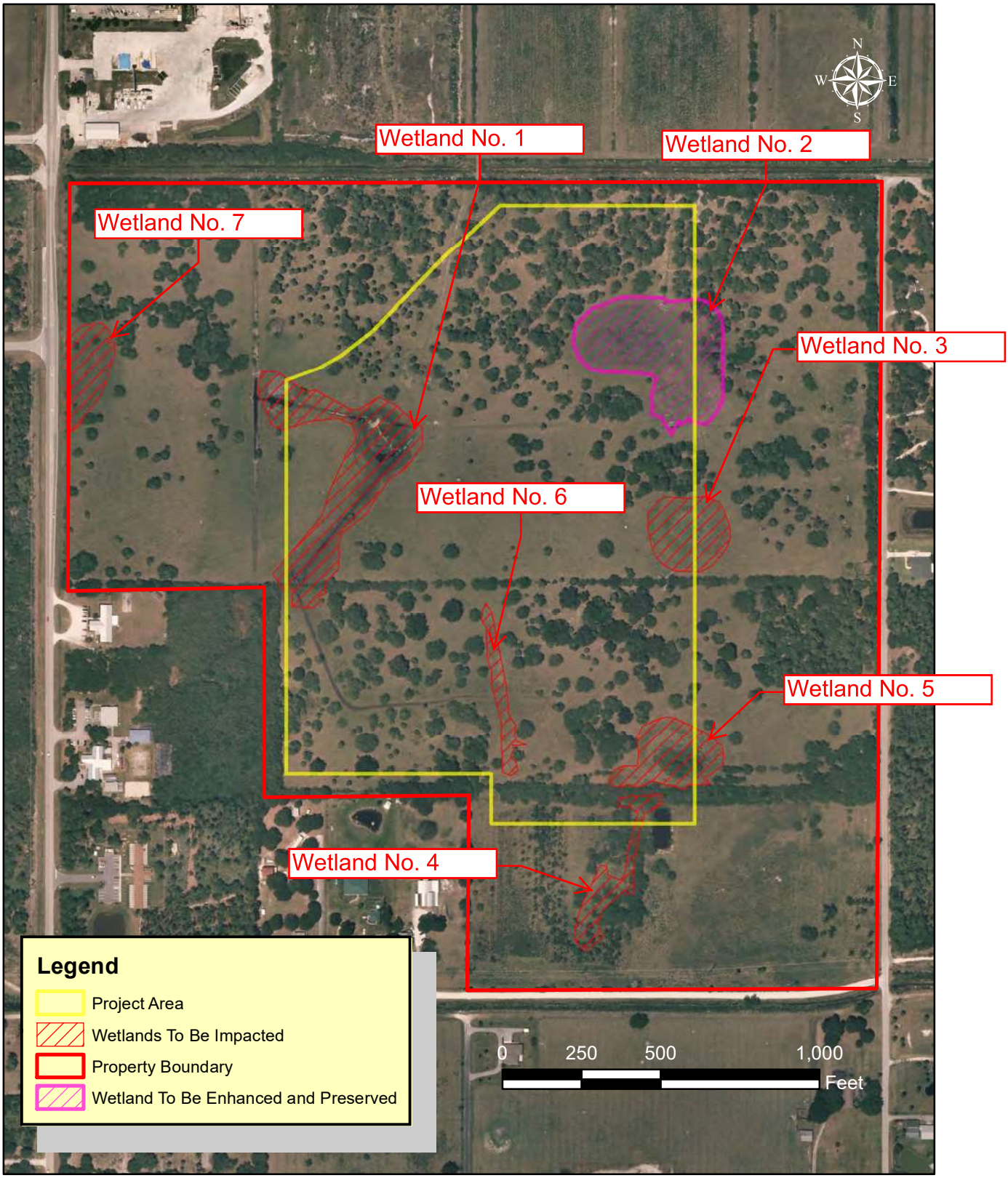
WETLAND AERIAL EXHIBIT

DATE: 06-22-2016
HORZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 13-131
SHEET 1 OF 1

Exhibit 3.0

Application No. 150323-3

# Selvitz Road Wetland Impact and Preservation Map




Note: There is no wetland number 7

# DEED OF CONSERVATION EASEMENT
# STANDARD

Prepared by:
Patrick J. Ferland, PE
Culpepper & Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4224378 08/26/2016 03:28:33 PM
OR BOOK 3906 PAGE 573 - 585 Doc Type: DEED
RECORDING: $112.00
Doc Tax: $0.70

Return original or certified recorded document to:

South Florida Water Management District
3800 NW 16th Blvd., Suite A
Okeechobee, FL 34972

**THIS DEED OF CONSERVATION EASEMENT** is given this _____ day of August _____, 20 16, by Midway St. Lucie, LLC, a Delaware limited liability company ("Grantor") whose mailing address is c/o Martin Beechler, 675 West Indiantown Rd., Suite 201, Jupiter, FL 33458 _____ to South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

**WITNESSETH**

**WHEREAS,** the Grantor is the fee simple owner of certain lands situated in St. Lucie County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS,** Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

**WHEREAS,** the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS,** Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS,** Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

**NOW, THEREFORE,** in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in St. Lucie County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Lucie County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** Midway St. Lucie, LLC ("Grantor") has hereunto set its authorized hand this 9th day of August, 2016.

☐ A Florida corporation or ☑ Delaware limited liability company (*choose one*)

By: _____
(Signature)

Name: Butch Beechler
(Print)

Title: Authorized Signatory

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

Name: Ward Wilke
(Print)

By: _____
(Signature)

Name: Albert Pascarella
(Print)

STATE OF FLORIDA

COUNTY OF St. Lucie

On this 9 day of August, 2016, before me, the undersigned notary public, personally appeared Butch Beechler, the person who subscribed to the foregoing instrument, as the Authorized Signatory (title), of Midway St. Lucie, LLC ☐ (corporation), a Florida corporation, or ☑ Delaware limited liability company (*choose one*) and acknowledged that he/she executed the same on behalf of said ☑

corporation, or ☑ limited liability company (*choose one*) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a Florida driver's license (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Brenda Kay Caliendo
(Signature)

Brenda Kay Caliendo
(Name)

My Commission Expires: April 2, 2019

BRENDA KAY CALIENDO
MY COMMISSION #FF189205
EXPIRES April 2, 2019
(407) 398-0153 FloridaNotaryService.com

## MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Seacoast National Bank, N.A., the owner and holder of a mortgage dated 08/22/2005, in the original principal amount of $5,467,575.00, given by Midway St. Lucie, LLC ("Grantor") to First National B&T of the Treasure Coast ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 2346 at Page 1264,(together with that certain Assignment of Leases and Rents recorded in Official Records Book 2346, at Page 1279, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book N/A, at Page N/A, all of the Public Records of St. Lucie County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by Midway St. Lucie, LLC, in favor of South Florida Water Management District applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this 25th day of August, 2016.

By: Kevin Picart
(Signature)

SEACOAST NATIONAL BANK
(Mortgagee)

Name: KEVIN PICART

Title: SR VICE PRESIDENT
(Print)

WITNESSES:

By: Deborah Yarin
(Signature)

Name: Deborah Yarin
(Print)

By: Chrestia J Bradley
(Signature)

Name: Chrestia J. Bradley
(Print)

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 25th day of August, 2016, by KEVIN PICART (print name), as Senior Vice President (title) of Seacoast National Bank, NA (Grantor of Mortgage), on behalf of the Seacoast National Bank, NA (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a Florida (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Chrestia J Bradley
(Signature)

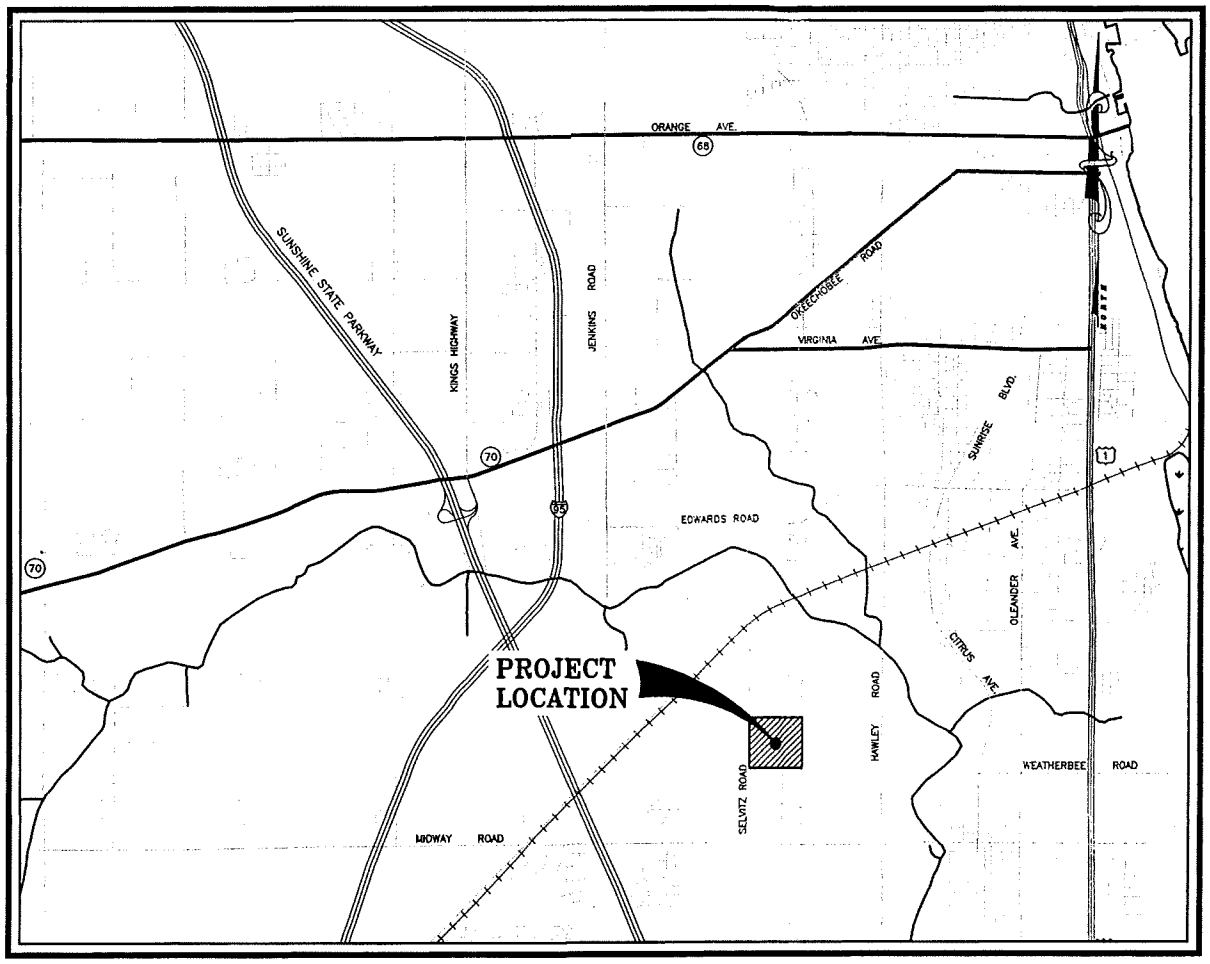
Chrestia J. Bradley
(Name)

My Commission Expires: 1-22-17

CHRESTIA J. BRADLEY
Notary Public - State of Florida
My Comm. Expires Jan 22, 2017
Commission # EE 867393
Bonded Through National Notary Assn.

## EXHIBIT A

[LOCATION MAP]




LOCATION MAP

N.T.S.

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

## EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

# LEGAL DESCRIPTION

Being a conservation easement lying in a portion of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows;

Commence at the intersection of the East right-of-way of Selvitz Road (a 100.00 foot wide right-of-way) and the South right-of-way of North St. Lucie River Water Control District Canal No. 101 (a variable width right-of-way), also being the Northwest corner of those lands as described in Official Records Book 2202, Page 1580, Public Records of St. Lucie County, Florida; thence along the South right-of-way of North St. Lucie River Water Control District Canal No. 101 the following 3 courses and distances; thence South 89°57'58" East, a distance of 1262.85 feet; thence North 00°01'02" West, a distance of 11.00 feet; thence South 89°57'58" East, a distance of 393.59 feet; thence South 00°02'02" West, a distance of 407.78 feet; to the POINT OF BEGINNING of the following described easement;

Thence North 71°27'23" East, a distance of 54.31 feet; thence North 67°15'50" East, a distance of 42.32 feet; thence North 87°48'36" East, a distance of 63.12 feet; thence South 87°00'01" East, a distance of 69.69 feet to a point of curve to the right having a radius of 15.00 feet and a central angle of 64°16'06"; thence Southeasterly along the arc a distance of 16.83 feet to a point of reverse curve to the left having a radius of 5.00 feet and a central angle of 72°36'25"; thence Southeasterly along the arc, a distance of 6.34 feet; thence North 84°39'41" East, a distance of 81.09 feet to a point of curve to the right having a radius of 85.00 feet and a central angle of 95°29'48"; thence Southeasterly along the arc a distance of 141.67 feet; thence South 00°26'19" East, a distance of 75.90 feet; thence South 00°07'24" East, a distance of 135.35 feet to a point of curve to the right having a radius of 85.00 feet and a central angle of 36°20'44"; thence Southerly along the arc a distance of 53.92 feet; thence South 36°15'23" West, a distance of 57.68 feet; thence North 80°54'50" West, a distance of 49.41 feet; thence North 27°31'58" West, a distance of 12.19 feet; thence South 59°08'33" West, a distance of 34.57 feet; thence North 33°29'46" West, a distance of 11.98 feet; thence South 29°34'08" West, a distance of 46.95 feet; thence North 32°40'23" West, a distance of 49.47 feet; thence North 11°03'02" East, a distance of 8.36 feet; thence North 74°34'24" West, a distance of 37.00 feet; thence North 01°29'17" West, a distance of 39.36 feet; thence North 01°34'20" East, a distance of 26.06 feet; thence North 18°02'13" East, a distance of 47.08 feet; thence North 29°07'20" West, a distance of 17.13 feet; thence North 80°48'10" West, a distance of 25.18 feet; thence North 83°54'02" West, a distance of 63.70 feet; thence South 89°10'25" West, a distance of 63.72 feet; thence North 78°07'56" West, a distance of 49.20 feet; thence North 44°38'13" West, a distance of 50.85 feet; thence North 23°47'08" West, a distance of 49.09 feet; thence North 07°30'21" East, a distance of 56.17 feet; thence North 43°54'52" East, a distance of 74.51 feet to the POINT OF BEGINNING.

Containing 3.800 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

8/12/16

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199



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 4236

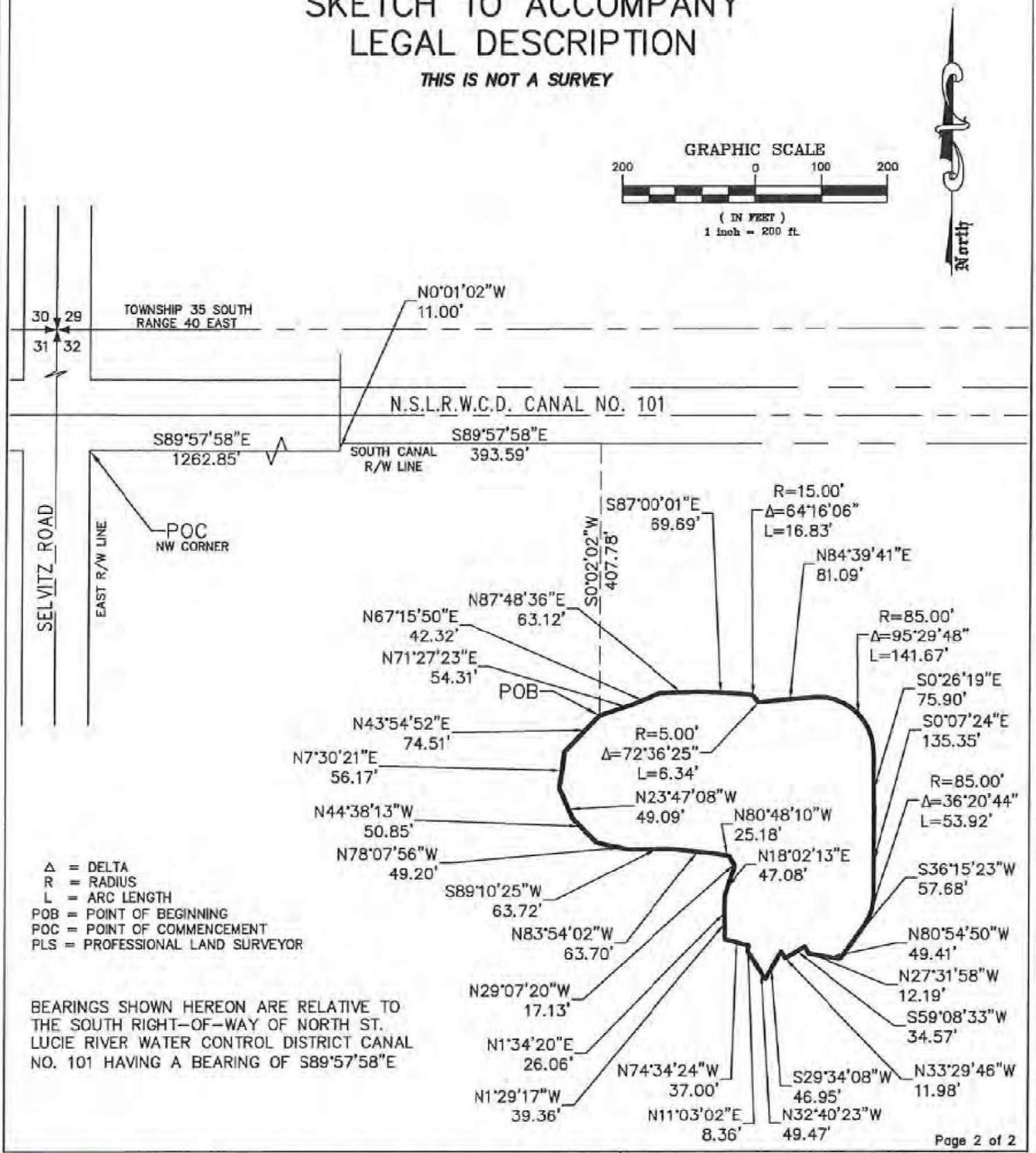
CONSERVATION EASEMENT
DESCRIPTION

| JOB NO: 13-131 | SCALE: NA |
|---|---|
| DWG: 13-131 s&d ce.dwg | DATE: 8-12-2016 |

P:\Proj-2013\13-131 Selvitz Crossings\Survey\13-131 ce.dwg, 8/12/2016 1:14:57 PM

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

***THIS IS NOT A SURVEY***




Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH RIGHT-OF-WAY OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101 HAVING A BEARING OF S89°57'58"E

Page 2 of 2


CULPEPPER & TERPENING, INC
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STATE OF FLORIDA CERTIFICATION No. LB 4236


## CONSERVATION EASEMENT

### SKETCH

| | |
|---|---|
| JOB NO: 13-131 | SCALE: 1"=200' |
| FILE: 13-131 s&d ce.dwg | DATE: 8-12-2016 |

P:\Proj-2013\13-131 Selvitz Crossings\Survey\13-131 ce.dwg, 8/12/2016 2:59:29 PM

## EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

# Bluefield Ranch Mitigation Bank

**David McIntosh, Trustee**
901 North Olive Avenue
West Palm Beach, FL 33401
P (561) 355-3900; F (561) 659-9811
C (561) 346-4072
Dave McI@bellsouth.net

## Memorandum

**To:** **Mr. Jose Vega**
**Environmental Resource Permitting, SFWMD**

**Cc:** Mr. Robert M. Brown

**From:** Dave McIntosh

**Subject:** Selvitz Crossing Borrow Pit (ERP Application # 150323-3)
f/k/a Midway St. Lucie, LLC: The Meadows (ERP App# 051108-16)
Mitigation at Bluefield Ranch Mitigation Bank

**Date:** September 13, 2015

---

Good afternoon, Mr. Vega:

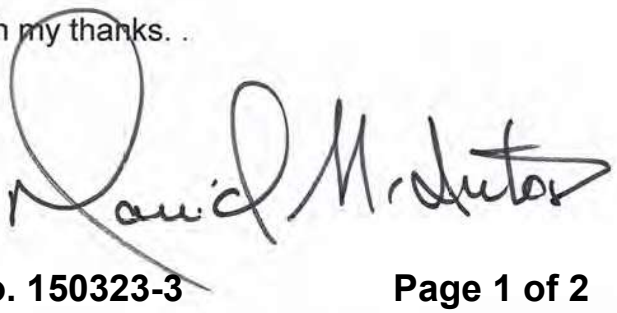
On September 26, 2006, I wrote to inform you that the St. Lucie County project known as The Meadows (ERP Application # 051108-16) had purchased 2.4 herbaceous credits from Bluefield Ranch Mitigation Bank ("BRMB"). Those credits were deducted from BRMB's credit ledger. For your ease of reference, a copy of my letter in that regard is attached.

I now advise you that the same piece of real estate is now called Selvitz Crossing Borrow Pit. I have agreed with the current owner of the real estate on which Selvitz Crossing Borrow Pit is located that I would authorize you, and request of you, that those same 2.4 herbaceous credits that I referenced on September 26, 2006, now be restored (credited) to BRMB credit ledger and then immediately applied to (and debited from BRMB's ledger) to Selvitz Crossing Borrow Pit ERP Application # 150323-3).

As you are aware, Bluefield Ranch Mitigation Bank is permitted for the sale of such credits by the South Florida Water Management District pursuant to Permit #56-00002-M.

If you have any questions, please contact me directly.

All the best to you and your colleagues, with my thanks. .



# Bluefield Ranch Mitigation Bank

**David McIntosh, Trustee**
901 North Olive Avenue
West Palm Beach, FL 33401
P (561) 355-3900; F (561) 659-9811
C (561) 346-4072
Dave Mcl@bellsouth.net

## Memorandum by fax

**To:** **Environmental Resource Permitting**
**South Florida Water Management District (561-682-6896)**

**Cc:** Mr. Peter Paganelli (212-223-4651)

**From:** Dave McIntosh

**Subject:** Midway St. Lucie, LLC: The Meadows (ERP Application # 051108-16)
Mitigation at Bluefield Ranch Mitigation Bank

**Date:** September 26, 2006

---

Ladies and Gentlemen:

I'm pleased to inform you that Midway St. Lucie, LLC, has completed all of its obligations under its contract with Bluefield Ranch Mitigation Bank to purchase two and four-tenths (2.4) herbaceous wetland mitigation credits for its project known as The Meadows in St. Lucie County, Florida.

As you are aware, Bluefield Ranch Mitigation Bank is permitted for the sale of such credits by the South Florida Water Management District pursuant to Permit #56-00002-M.

I now ask that you withdraw from Bluefield's credit ledger 2.4 herbaceous credits and that you permanently associate of those credits with the Permit of Midway St. Lucie, LLC, for its project known as The Meadows.

If you have any questions, please contact me directly.

Thank you.

**TOTAL PAGES TRANSMITTED - 1**

# Selvitz Crossing
# Wetland Mitigation

## 1.0 INTRODUCTION

A total of seven (7) isolated remnant marsh wetlands are located on the 105 acre project site. All wetlands are interconnected via shallow drainage ditches that were constructed several decades ago for agriculture use on the property. The seven (7) wetlands total approximately 9.05 acres in size. Previously, an application (051108-16) was submitted on November 8, 2005 for a residential development to be known as “The Meadows”. That application was subsequently withdrawn by the applicant due to declining market conditions for single-family residential dwellings. However, the applicant did purchase 2.4 credits from the Bluefield Ranch Mitigation Bank to offset proposed wetland impacts as part of the development.

## 2.0 WETLAND SUMMARY

| Wetland # | Acres | WRAP Score | Functional Loss |
|---|---|---|---|
| **1** | 3.18 | 0.50 | 1.59 |
| **2** | 1.73 | 0.47 | (0.81)* |
| **3** | 0.72 | 0.33 | 0.24 |
| **4** | 0.73 | 0.33 | 0.24 |
| **5** | 1.15 | 0.33 | 0.38 |
| **6** | 0.65 | 0.17 | 0.11 |
| **7** | 0.89 | 0.26 | 0.23 |
| **TOTALS** | **9.05** | **N/A** | **2.79*** |

***Wetland 2 to be preserved and is excluded from functional loss total**

## 3.0 ELIMINATION AND REDUCTION OF IMPACTS

Pursuant to Sections 10.2.1 and 10.2.1.2 of the Applicant's Handbook, the applicant is proposing mitigation that implements all or part of a plan that provides regional ecological value and that provides greater long term ecological value than the area of wetlands to be adversely affected. In addition, the applicant is proposing to preserve Wetland 2 and scrape down an area adjacent to this wetland.

## 4.0 PROPOSED PLAN

This application proposes to impact six (6) of the existing wetlands. To compensate for the impact, the applicant will utilize the 2.4 credits previously purchased. In addition, the applicant is proposing to preserve Wetland 2 (1.73 acres) and scrape down an adjoining 0.6 acre area. The area to be scraped adjacent to Wetland 2 will have a bottom elevation 1.5 feet below ground elevation and will be mulched with soils from the impacted wetlands. The wetland soils will provide for an excellent seed source and the area will be left to natural recruitment to reestablish vegetative coverage during the first two years after the mitigation work is completed.

In addition, the applicant will create a transitional buffer landward of both the existing Wetland 2 and the created/scraped area. The buffer width will be 15' along the western half of the mitigation area increasing to 35' along the eastern half (area adjacent to lots). The buffer area will be planted with slash pine, saw palmetto and cordgrass.

Sheet flow should be more than adequate to maintain the hydrology on the project site; especially since the existing ditches will be removed as part of the mining project. During periods of seasonal low water level, the organic soils should retain sufficient water to support wetland vegetation. Despite significant overdrainage from existing ditches, Wetland 2 supports an excellent coverage of wetland vegetation and soils retain moisture even in the dry season.

Any areas that have not achieved at least 80 percent coverage with native species after the second year of monitoring will be replanted with appropriate native vegetation.

The planting list, quantities, and location of planting will be approved by District personnel prior to implementation. However, the following is a typical planting density if there is zero native vegetation recruitment.

TYPICAL REPLANTING



***TYPICAL WETLAND PLANTS***

| Common Name | Scientific Name | Density | Size |
|---|---|---|---|
| Duck Potato | Sagittaria Latifolia | 3' O.C. | BR |
| Fire Flag | Thalia Geniculata | 3' O.C. | BR |
| Giant Bulrush | Scirpus Californicus | 3' O.C. | BR |
| Jointed Spikerush | Eleocharis Interstincta | 3' O.C. | BR |
| Pickerel Weed | Pontederia Cordata | 3' O.C. | BR |
| Sand Cordgrass | Spartina Bakeri | 3' O.C. | BR |

Lastly, the entire mitigation area comprising 2.33 of wetlands and associated upland buffer will be placed under conservation easement.

## 5.0 MONITORING

The wetland monitoring plan includes one transect established through Wetland 2. A total of 4 data collection stations will be established along the transect to document vegetative coverage and hydrologic conditions. Vegetative coverage will be documented at each of the 4 data collection stations shown on the Monitoring Plan Map (attached). The vegetative coverage will be measured as absolute coverage within an area of approximately 250 square feet at each monitoring station. The vegetation will be measured in percent coverage of the ground cover. The total percent cover will not exceed 100 percent, and each species documented will be reported in both common and Latin names. The coverage will be measured by visual observation in each of four quadrants from the fixed monitoring point. The data from each quadrant observation will be combined to calculate the vegetative coverage. Station locations will be permanently marked with PVC pipe to ensure consistency in data collection. At least two panoramic

photos will be collected from each of the established collection stations to provide documentation of vegetative coverage.

In addition to vegetative coverage documentation, the water level and/or soil saturation at each station will be reported, as well as any observed wildlife utilization or indicators of wildlife (i.e. tracks, scat, etc.) Also, each semi-annual report will include data on rainfall from the closest available rain gage.

The monitoring will be conducted on a semi-annual basis with data collection at or near the end of the wet season and the dry season. Reports will be provided to the District on an annual basis during the first five years so that maintenance activity can be closely tracked. The report provided at the end of two years will include a discussion and conclusion regarding achievement of the success criteria as per the permit.

## 6.0 MAINTENANCE

Each monitoring report will include recommendations from maintenance if necessary. The threshold from maintenance requirements will be any area that has five percent or more total vegetative coverage by nuisance or exotic vegetation at any time during the monitoring period. Additionally, any areas that have not achieved the 80 percent coverage requirement at the end of two years will be recommended for supplemental planting to meet this criterion.

At the request of District staff, the dates for field data collection will be provided in advance so that arrangements can be made to accompany the field biologist during the monitoring.

## 7.0 MITIGATION WORK SCHEDULE

The schedule for conducting the proposed mitigation is based on the date of permit issuance from the appropriate agencies. The following schedule is proposed, which will provide for specific dates upon permit issuance.

| Activity | Months after Permit Issuance |
|---|---|
| Record Conservation Easement over Mitigation Area | 1 month |
| Submit Recorded Easement to SFWMD | 2 months |
| Conduct Baseline Monitoring | 2 months |
| Initiate Exotic Eradication | 3 months |
| Complete Exotic Eradication | 6 months |
| Conduct Time Zero Monitoring | 7 months |
| Submit Time Zero Monitoring Report | 7 months |
| Conduct First Semi-Annual Monitoring | 13 months |
| Conduct Second Semi-Annual Monitoring | 19 months |

| | |
|---|---|
| Submit First Annual Monitoring Report | 18 months |
| Conduct Third Semi-Annual Monitoring | 22months |
| Conduct Fourth Semi-Annual Monitoring | 28 months |
| Submit Second Annual Monitoring Report | 28 months |
| Conduct Fifth Semi-Annual Monitoring | 34 months |
| Conduct Sixth Semi-Annual Monitoring | 40 months |
| Submit Third Annual Monitoring Report | 40 months |
| Conduct Seventh Semi-Annual Monitoring | 46 months |
| Conduct Eighth Semi-Annual Monitoring Report | 52 months |
| Submit Fourth Annual Monitoring Report | 52 months |
| Conduct Ninth Semi-Annual Monitoring | 58 months |
| Conduct Tenth Semi-Annual Monitoring | 64 months |
| Submit Fifth Annual Monitoring Report | 64 months |

## 8.0 COST ESTIMATE

| | |
|---|---|
| <u>Enhancement Activities</u> | |
| Earthwork and mulching | $7,500.00 |
| <u>Monitoring</u> | |
| Baseline monitoring | $1,500.00 |
| Time-Zero Monitoring | $1,500.00 |
| Semi-annual reports 10 @ $750 | $7,500.00 |
| <u>Exotic Vegetation Maintenance Costs</u> | |
| 10 semi-annual treatments @ $100 per acre | $2,500.00 |
| **TOTAL** | $20,500.00 |

## 9.0 SIGNAGE

**PRESERVE AREA**

DO NOT MOW OR CUT

NO DUMPING

**South Florida Water Management District**

**Work Schedule Requirements**

**Application No** : 150323-3



**Mitigation Plan ID:** SELVITZ BORROW PIT

| Activity | Due Date |
|---|---|
| RECORD CONSERVATION EASEMENT | 20-OCT-16 |
| SUBMIT TIME ZERO MONITORING REPORT | 30-MAY-17 |
| SUBMIT FIRST MONITORING REPORT | 30-MAY-18 |
| SUBMIT SECOND MONITORING REPORT | 30-MAY-19 |
| SUBMIT THIRD MONITORING REPORT | 30-MAY-20 |
| SUBMIT FOURTH MONITORING REPORT | 30-MAY-21 |
| SUBMIT FIFTH MONITORING REPORT | 30-MAY-22 |

**Exhibit No :**

# STAFF REPORT DISTRIBUTION LIST

SELVITZ CROSSING BORROW PIT

**Application No:** 150323-3

**Permit No:** 56-03396-P

## INTERNAL DISTRIBUTION

X Glen J. Gareau, P.E.
X Jose Vega
X Gary Priest, P.E.
X Barbara J. Conmy
X A. Bain
X A. Waterhouse
X ERC Martin/St. Lucie

## EXTERNAL DISTRIBUTION

X Permittee - Midway St Lucie L L C
X Agent - Culpepper & Terpening Inc
X Other Interested Party - Florida Department Of Environmental Protection

## GOVERNMENT AGENCIES

X City of Port St Lucie - Planning Div
X Dept of Environmental Protection - Port St. Lucie
X St. Lucie County Engineer
X St. Lucie County Planning and Development Services Mark Satterlee, AICP, Director

# STAFF REPORT DISTRIBUTION LIST

**ADDRESSES**

Culpepper & Terpening Inc
2980 South 25th Street
Fort Pierce FL 34981
pferland@ct-eng.com

Midway St Lucie L L C
675 West Indiantown Rd Suite 201
Jupiter FL 33458
butchb76@aol.com

Florida Department Of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400
howard.hayes@dep.state.fl.us

City of Port St Lucie - Planning Div
121 Sw Port St Lucie Blvd
Port St Lucie FL 34984-5099
ptobin@cityofpsl.com

Dept of Environmental Protection - Port St. Lucie
1801 Se Hillmoor Drive, C 204
Port St. Lucie FL 34952
cynthia.lott@dep.state.fl.us

St. Lucie County Engineer
2300 Virginia Avenue
Fort Pierce FL 34982
powleym@stlucieco.org

St. Lucie County Planning and Development Services
Mark Satterlee, AICP, Director
2300 Virginia Avenue
Fort Pierce FL 34482
satterleem@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Large Scale FLUMA - Selvitz Planned Development

**NOTICES PROVIDED PURSUANT TO:** City Code Section 125-37

**NOTICE BY NEWSPAPER:** October 1st, 2023

**NOTICE BY MAIL:** N/A

**NOTICE BY SIGNS:** N/A

**VERIFIED BY:** Vennis Gilmore **TITLE:** Assistant Planning Director

**SIGNATURE:** **DATE:** October 2nd, 2023

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: FLUMA TITLE BLOCK AND ORDINANCE REVIEW – SELVTIZ PD

CAO RLS FILE: 23-238

DATE: SEPTEMBER 14, 2023

---

I have reviewed the above Request for Legal Services (RLS) related to a Future Land Use Map Amendment for three (3) properties on Selvtiz Road. I have made suggested changes to the Ordinance to try to make it consistent with previous Ordinances of this type. The Ordinance has been uploaded to Agenda Quick as a track changes version and a clean copy version. Please review those changes to make sure you are in agreement. If so, the Ordinance, as amended is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm** **12. f.**

**Meeting Date:** 10/16/2023

**Re:** Setvitz PD Rezoning

**Submitted For:** Kev Freeman, Planning Director, Planning & Zoning

**SUBJECT:**

Quasi-Judicial Hearing - Ordinance 23-058 - An ordinance by the City Commission of the City of Fort Pierce amending the city's zoning atlas and establishing a zoning designation of planned development (PD) for three (3) parcels containing approximately 122.8 acres and being generally located at or near the northeast corner of Selvitz Road and Devine road and west of Christensen road in Fort Pierce, Florida; providing for a severability clause; repealing all ordinances or parts thereof in conflict herewith; and providing for an effective date. Subject property: Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4 - FIRST READING

**SUMMARY:**

Request for review of application for a Zoning Atlas Map Amendment of three (3) parcels of land to change the Zoning classification from Low Density Residential (R-1) to Planned Development (PD).

**RECOMMENDATION:**

Staff recommends approval of the request with sixteen (16) conditions:

1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): *Phasing.* When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:

- The approximate date when construction of the project can be expected to begin.
- The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.
- A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).

4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

**ALTERNATIVES:**

•APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with changes.

•DISAPPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.

**RESPONSIBLE STAFF:**

Vennis Gilmore, Assistant Planning Director

**COORDINATED WITH:**

Technical Review Committee

---

## Fiscal Impact

**OTHER INFORMATION:**

N/A

---

## Attachments

Ordinance 23-058
Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification
CA - Memo 23-058

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 10/03/2023 04:46 PM |

Form Started By: Vennis Gilmore
Started On: 10/02/2023 11:06 AM
Final Approval Date: 10/03/2023

**ORDINANCE NO. 23-058**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; **AMENDING THE CITY'S ZONING ATLAS FROM (R-1) SINGLE-FAMILY LOW DENSITY ZONE AND ESTABLISHING A ZONING DESIGNATION OF (PD) PLANNED DEVELOPMENT FOR THREE (3) PARCELS CONTAINING APPROXIMATELY 122.8 ACRES AND BEING LOCATED AT OR NEAR THE NORTHEAST CORNER OF SELVITZ ROAD AND DEVINE ROAD AND APPROXIMATELY 1600 FEET NORTH OF DEVINE ROAD IN FORT PIERCE, FLORIDA**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the subject property, three (3) parcels 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4, located at or near the northeast corner of Selvitz Road and Devine Road and approximately 1600 feet north of Devine Road in Fort Pierce, Florida, totaling approximately 122.8 acres. A map depicting the subject parcel is attached hereto as "**Exhibit A**"; and

**WHEREAS,** the applicant, has applied to allocate the appropriate future land use designation for the subject property from RL, Low Density Residential to MXD, Mixed Use Development; and

**WHEREAS**, the applicant, has applied for rezoning of the subject property from R-1, Single-Family Low Density Residential Zone to PD, Planned Development Zone; and

**WHEREAS,** the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety, and general welfare as required by City Code 125-136; and

**WHEREAS,** the City of Fort Pierce Planning Board, at their July 12th 2023, meeting, voted 4 to 2 to recommend approval of the request; and

**NOW, THEREFORE BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** From and after the effective date hereof, the following described property is hereby rezoned as follows:

Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4.

From and after the effective date hereof, the following properties legally described as:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1132)
SELVITZ I, LLC
TRACT A

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST

CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1187)

SELVITZ II, LLC

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1245)

SELVITZ III, LLC

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

SAID PARCELS CONSISTING OF 5,349168 SQUARE FEET OR 122.8 ACRES MORE OR LESS.

Said properties being generally located at or near at or near the northeast corner of Selvitz Road and Devine Road and approximately 1600 feet north of Devine Road in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from Single-Family Low Density Zone, R-1 to Planned Development, PD, as depicted at **Exhibit "A"** and Sketch & Legal Description at **Exhibit "B,"** and made subject to the Conditions of Development (PD Zoning) at **Exhibit "C"** and PD Criteria Requirements at **Exhibit "D"**, all attached hereto and incorporated herein.

**SECTION 2.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 3**. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 4**. This Ordinance shall be and become effective immediately upon final passage.

**APPROVED AS TO FORM & CORRECTNESS**:

_____
Sara Hedges
Interim City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-058 was duly advertised in accordance with Section 163.3187 of the Florida Statutes in the St. Lucie News Tribune on Sunday, October 1st, 2023; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 16th, 2023; and was duly introduced, read by title only, and passed on second and final reading _____, 2023, 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 _____, 2023.

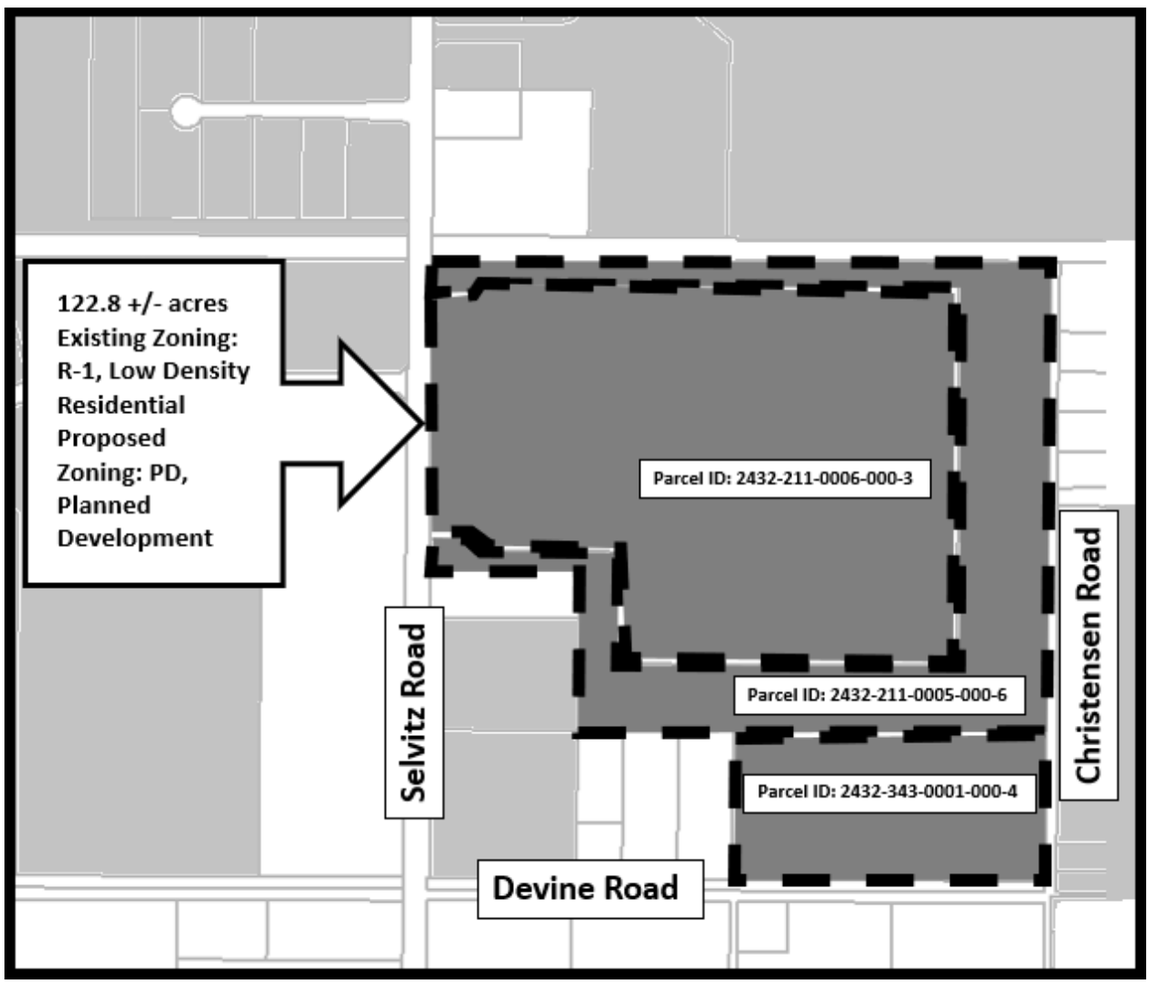
_____
**Linda Hudson**
**MAYOR COMMISSIONER**

ATTEST

_____
**Linda W. Cox**
**CITY CLERK**

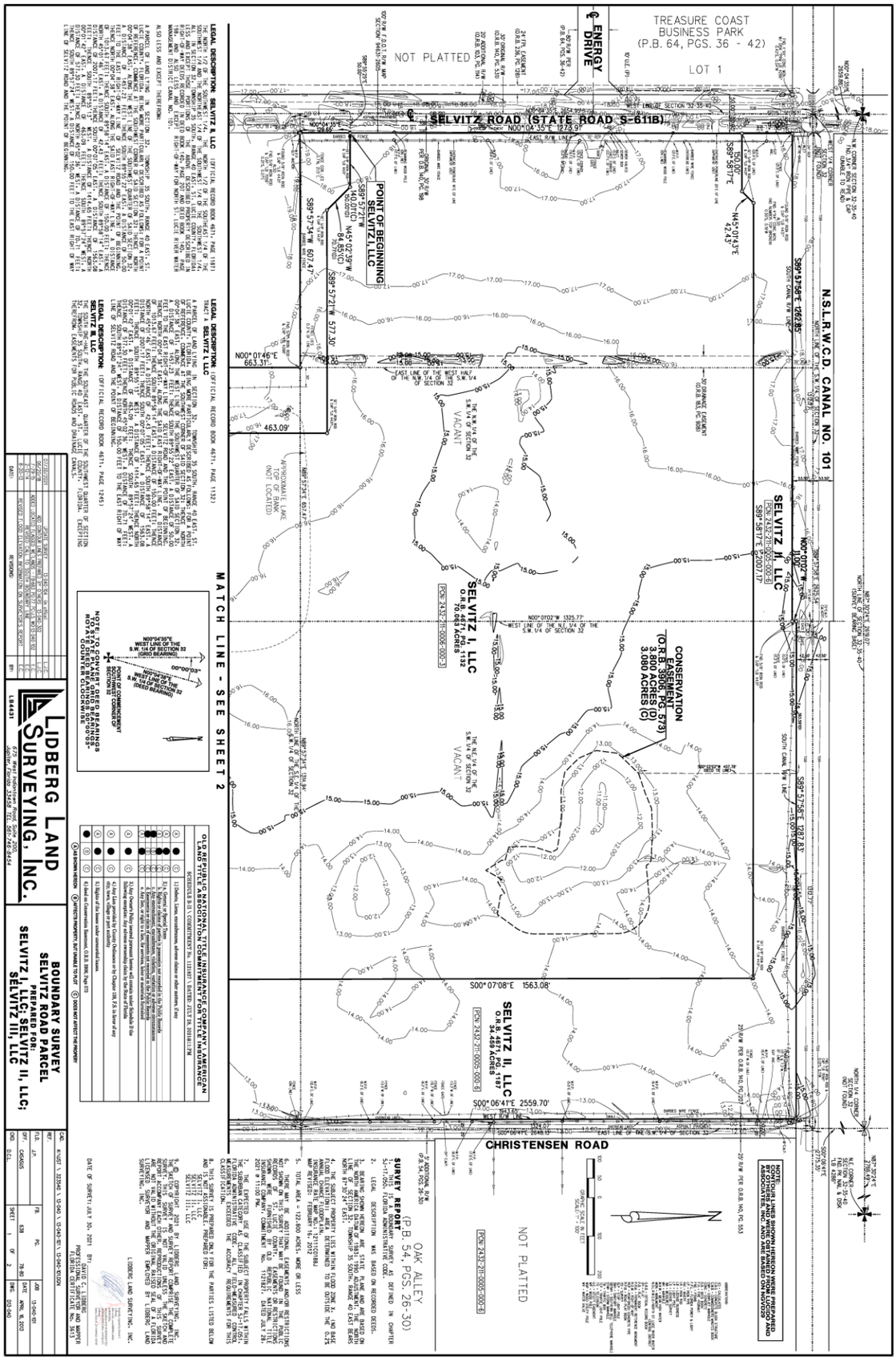
**(CITY SEAL)**

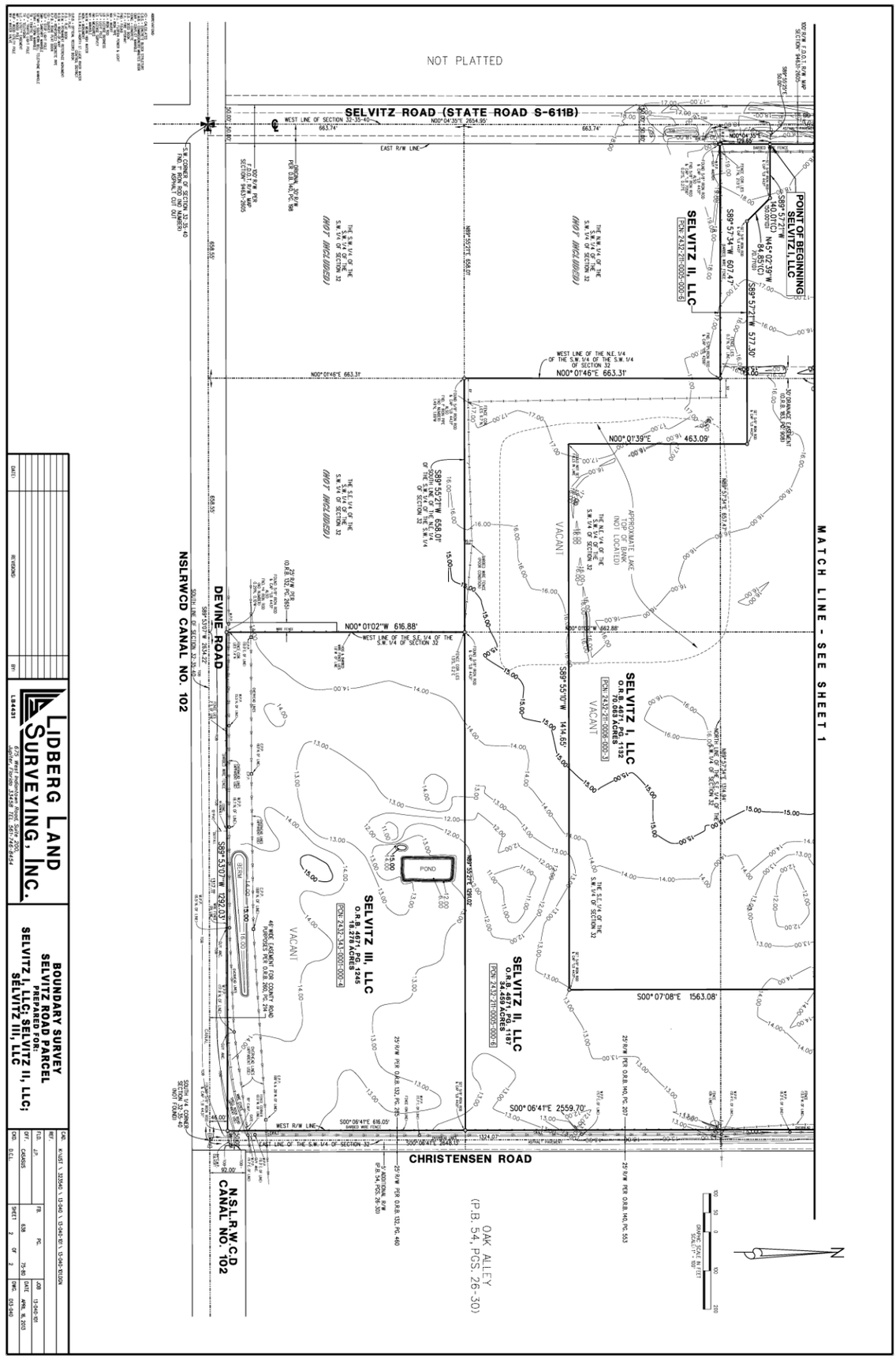
**EXHIBIT A**
Parcel subject of Rezoning to Planned Development




**Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

**EXHIBIT B**
Sketch & Legal Description






**Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

**EXHIBIT C**
Conditions of Development (PD Zoning)

1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): *Phasing.* When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:

    1. The approximate date when construction of the project can be expected to begin.

    2. The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    3. A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).

4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further

determine mitigation options available for this site.

7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

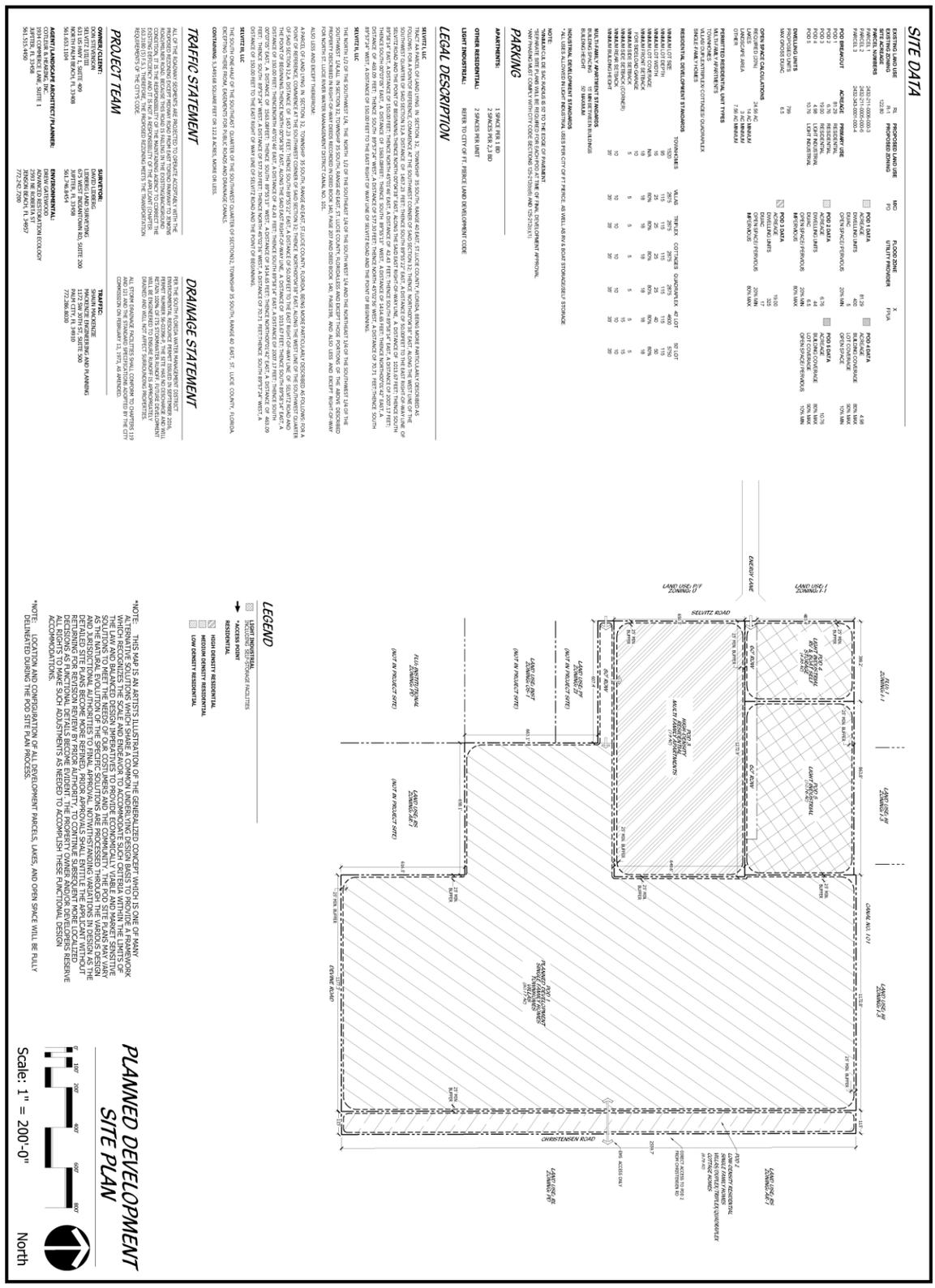
14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

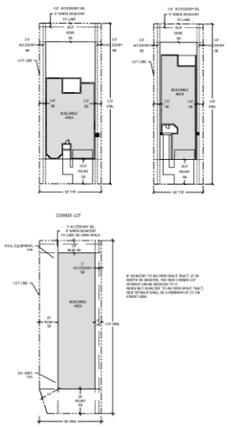
# EXHIBIT D

PD Criteria Requirements



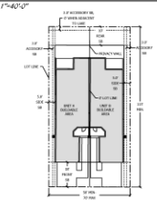
## TYPICAL LOT LAYOUTS

SCALE 1"=40'-0"




## TYPICAL VILLA LAYOUT

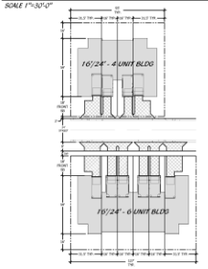
SCALE 1"=40'-0"



## TYPICAL TOWNHOME LAYOUT

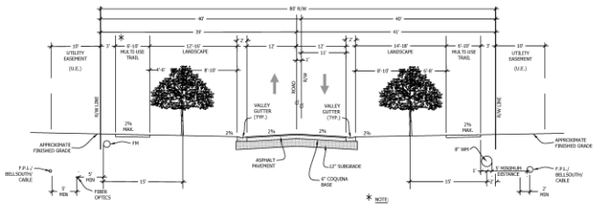
16'/24' PRODUCT

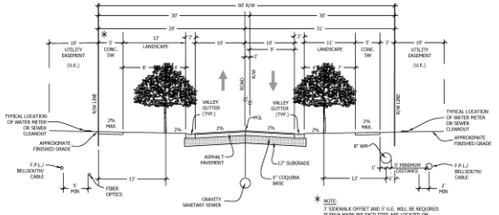
SCALE 1"=30'-0"

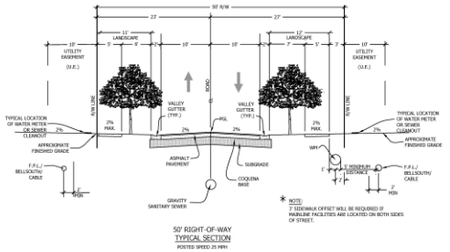


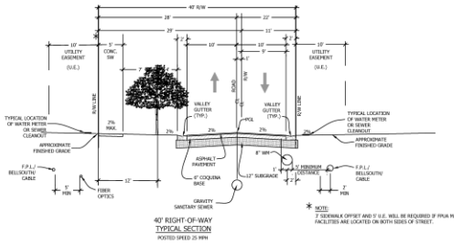

## TYPICAL ROW SECTIONS

SCALE 1"=10'-0"




## DEVELOPMENT STANDARDS DATA

**Table 1. DEVELOPMENT USED AND STANDARDS**

| DEVELOPMENT STANDARD | SINGLE-FAMILY | TOWNHOMES/ TRI-PLEX/ QUAD-PLEX | VILLAS/ DUPLEX/ COTTAGE | MODEL HOMES | LIGHT INDUSTRIAL | RV/ BOATSTORAGE |
|---|---|---|---|---|---|---|
| **PRIMARY STRUCTURE** | | | | | | |
| Minimum Lot Width | 40' | 16' | 25' | 16' | - | - |
| Minimum Lot Depth | 115' | 95' | 95' | 95' | - | - |
| Maximum Lot Depth | None | None | None | None | | |
| Maximum Building Lot Coverage | 80% | 90% | 90% | 90% | 90% | 80% |
| Maximum Impervious Lot Coverage | 80% | 80% | 80% | 80% | 80% | 90% |
| Minimum Open Space | 20% | 10% | 10% | 10% | 10% | 10% |
| Minimum Front Setback (Front Loaded) | 18' | 18' | 18' | 18' | - | - |
| Minimum Front Setback (Side Loaded) | 10' | - | - | 10' | - | - |
| Minimum Side Setback (Internal Lot) (May be 0' on a zero-lot-line provided that minimum building separation of 10' is maintained between units. 15' building separation for Townhome and Apartments) | 5' | | | 5' | - | - |
| Minimum Side Setback (Side-Entry) | | | 3' | | | |
| Minimum Side Setback (Front- Entry) | | 5' | 5' | | | |
| Minimum Side Setback (Corner Lot) | 15' | 10' | 15' | 15' | | - |
| If adjacent to open space tract 15' in width or greater | 5' | 5' | 5' | 5' | - | - |
| Minimum Rear Setback (Corner Lot) | 10' | 10' | 10' | 10' | | |
| Minimum Rear Setback (Internal Lot) | 10' | 10' | 10' | 10' | | |
| **ACCESSORY STRUCTURES** | | | | | | |
| Minimum Rear Setback | 3' | 3' | 3' | 3' | - | - |
| If adjacent to open space or common area tract 25' or wider | 0' | 0' | 0' | 0' | - | - |
| Minimum Side Setback (Internal Lot) | 2' (2' from property line) | 2' | 2' | 3' | - | - |
| Minimum Side Setback (Corner Lot) | 15' | 15' | 13' | 13' | - | - |

**NOTE:**
*VARIOUS LOT TYPES AND BUILDING TYPES ARE ALLOWED AS LONG AS THE MINIMUM SETBACK CRITERIA IN THE ABOVE TABLE IS MET.

## PLANNED DEVELOPMENT SITE DETAILS

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

# SELVITZ ROAD

Ft. Pierce, Florida

DESIGNED PRP/LAH
DRAWN PRP/LAH
APPROVED DTS
JOB NUMBER 21-1214
DATE 05-10-23
REVISIONS



© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

# SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0006-000-3 |
| PARCEL 2 | 2432-211-0005-000-6 |
| PARCEL 3 | 2432-343-0001-000-4 |

| **POD BREAKOUT** | **ACREAGE** | **PRIMARY USE** |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DU/AC | 6.5 |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
| OTHER | 7.56 AC MINIMUM |

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 44 |
| DU/AC | 6.5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERVIOUS | 10% MIN |

**PERMITTED RESIDENTIAL UNIT TYPES**
MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4600 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**
* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**
*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
*SEPARATE SITE PLANS WILL BE REQUIRED FOR EACH POD AT TIME OF FINAL DEVELOPMENT APPROVAL.
*ANY PHASING MUST COMPLY WITH CITY CODE SECTIONS 125-212(b)(6) AND 125-212(c)(1).

# PARKING

| | |
|---|---|
| **APARTMENTS:** | 1 SPACE PER 1 BD<br>2 SPACES PER 2,3 BD |
| **OTHER RESIDENTIAL:** | 2 SPACES PER UNIT |
| **LIGHT INDUSTRIAL:** | REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE |

# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

**APPLICANT**

Daniel Sorrow – Cotleur & Hearing

**PROPERTY OWNER(S)**

Selvitz I LLC, Selvitz II LLC, Selvitz III LLC (Donald Stevenson)

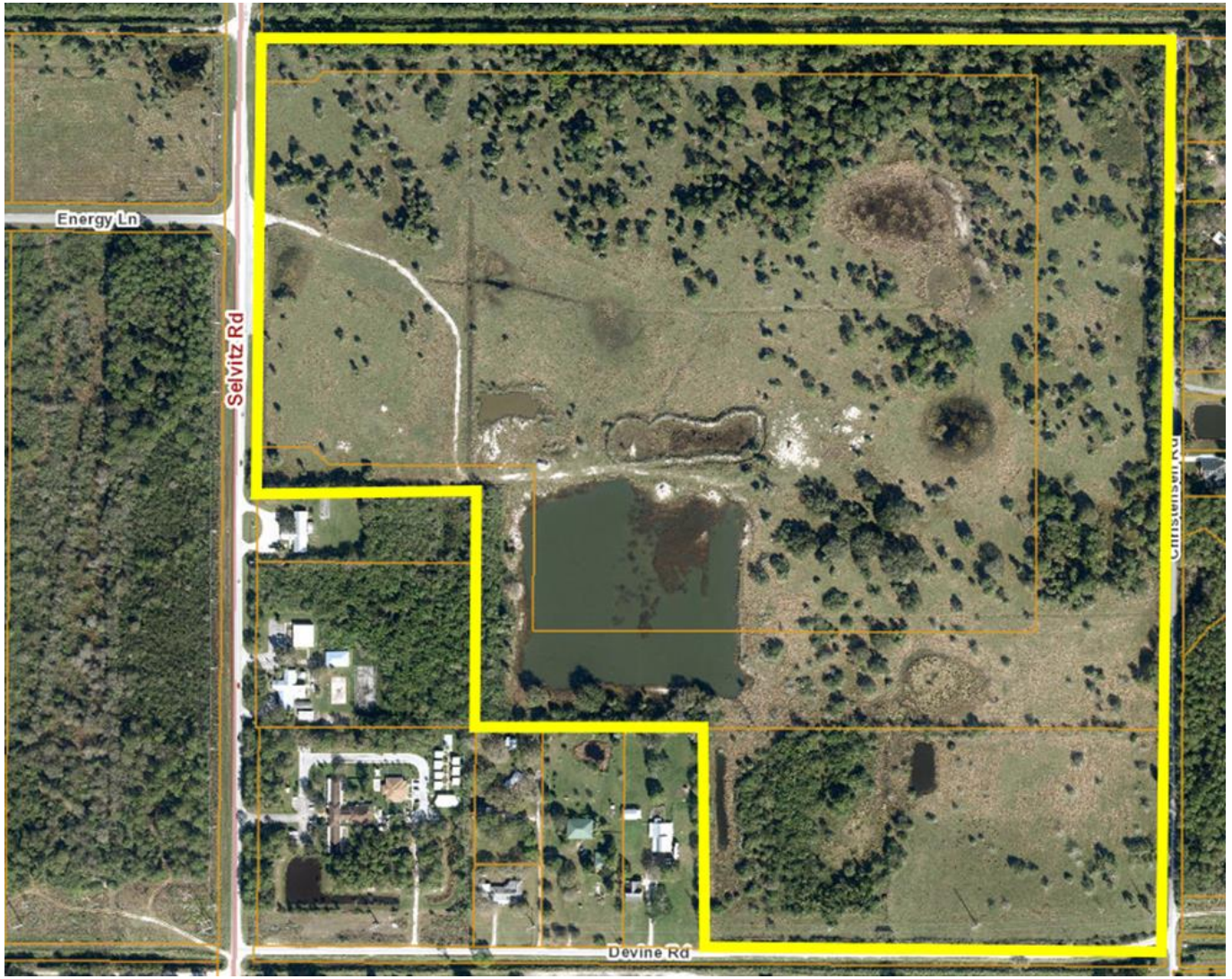
**PARCEL ID #(S):**

2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

## SUMMARY

Request for review of application for a Future Land Use Map Amendment of three (3) parcels of land to change the Future Land Use designation from Low Density Residential (RL) to Mixed-Use Development (MXD).

# SITE LOCATION




SITE AREA= 122.8 +/- Acres

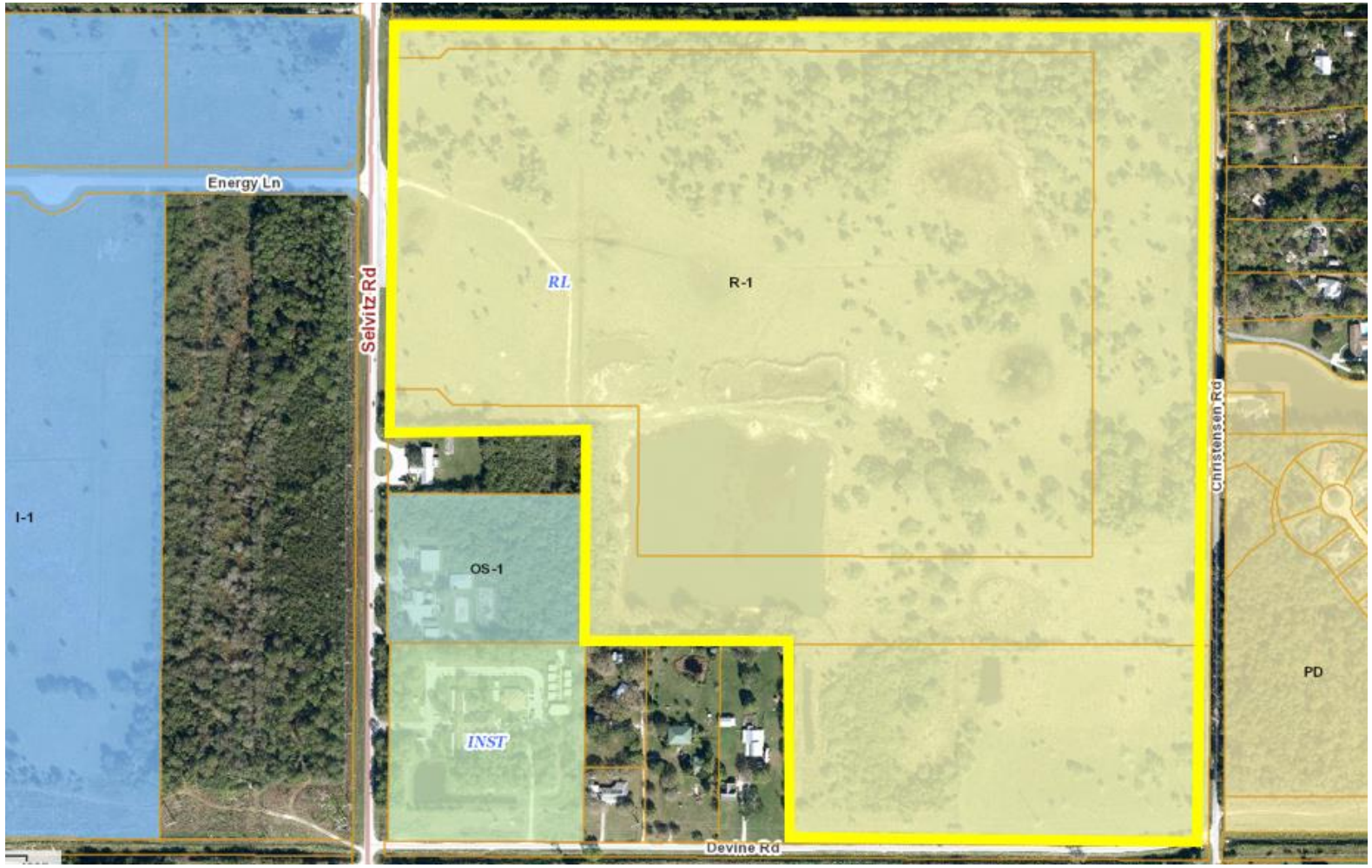
# EXISTING/PROPOSED FLU - ZONING

Current FLU:
RL, Low Density Residential

Current Zoning:
R-1, Low Density Residential Zone

Proposed FLU:
MXD, Mixed-Use Development

Proposed Zoning:
PD, Planned Development



# FLU COMPARISON

## FLU COMPARISON - Selvitz Planned Development

**FUTURE LAND USE COMPARISON**

| | ACRES | SQ.FT |
|---|---|---|
| SITE AREA | 122.8 | 5,349,168.0 |

| | | RESIDENTIAL | | COMMERCIAL | |
|---|---|---|---|---|---|
| FLU | | MAX DENSITY | MAX UNITS | FAR | MAX FLOORSPACE |
| EXISTING | LOW DENSITY RESIDENTIAL (RL) | 1.65 | 202 | 0.0 | 0.0 SQ.FT |
| PROPOSED | MIXED USE DEVELOPMENT (MXD) | 15 | 1842 | 1.5 | 8,023,752.0 SQ.FT |
| | INCREASE / (DECREASE) | | 1640 | | 8,023,752.0 SQ.FT |

*Note: SLC FAR Estimated based on lot coverage and building height restrictions*

# PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Future Land Use Map Amendment 4-2.**

## FUTURE LAND USE MAP AMENDMENT

**Future Land Use change for three parcels from RL, Low Density Residential to MXD, Mixed-Use Development**

- **Staff recommends <u>Approval</u> of the request**

  - ❑ **The subject parcel is adjacent to existing FLU Designations of I, Industrial, INST, Institutional, and RL, Low Density Residential**

  - ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**

  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **Possible actions of the City Commission:**

- APPROVAL of the proposed AMENDMENT
  - Staff recommends approval of the request.

- DISAPPROVAL of the proposed AMENDMENT

# ZONING ATLAS MAP AMENDMENT

Request for review of application for a Zoning Atlas Map Amendment of three (3) parcels of land to change the Zoning classification from Low Density Residential (R-1) to Planned Development (PD).

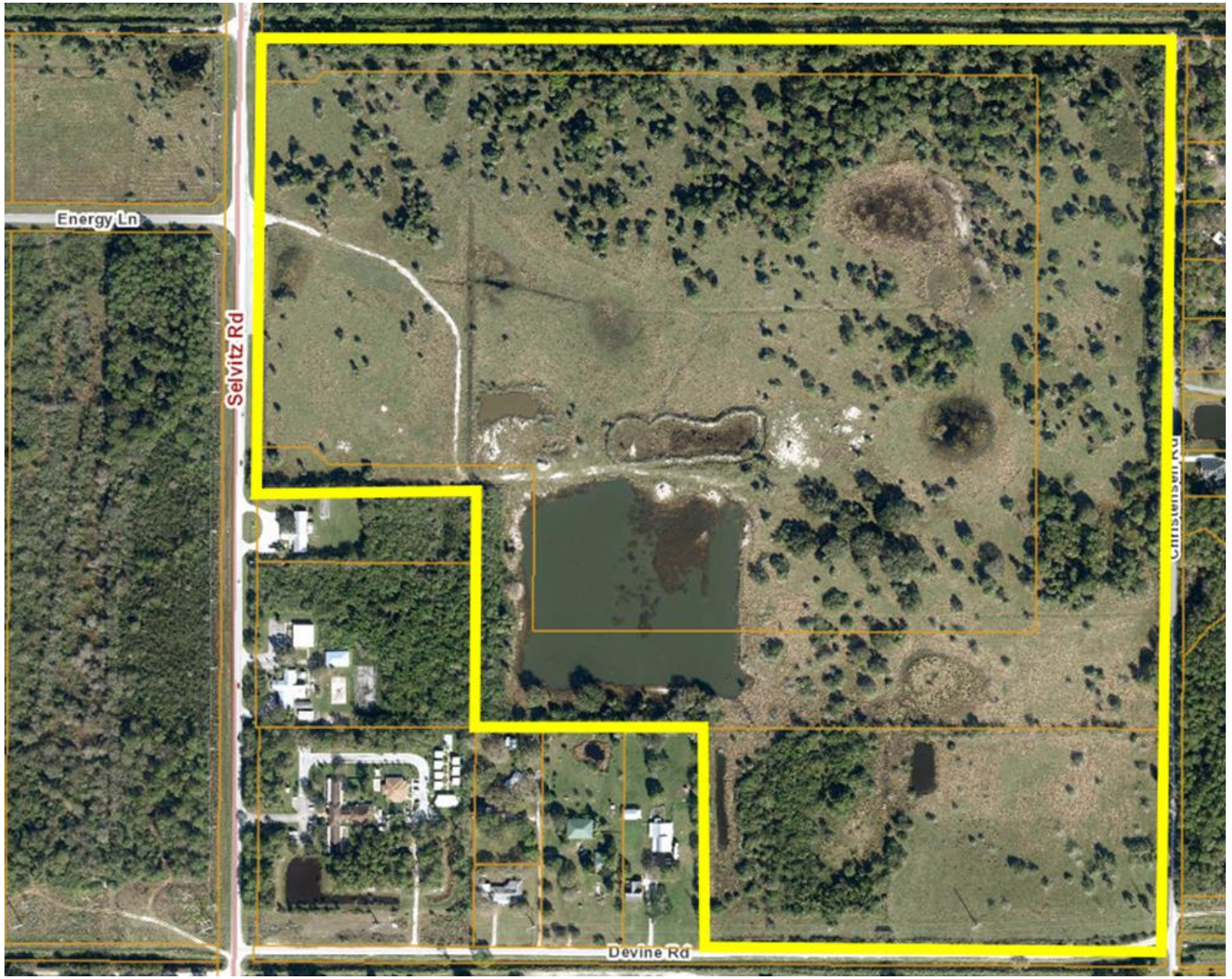
# HISTORY

- On October 6, 2014, the City Commission approved a Preliminary Plat application to subdivide the approximately 122 acres into 12 single-family estate lots surrounding a proposed lake.

- Mining and Excavation involved for proposed lake were permissible via City Code. (placed a disclaimer upon development permit.

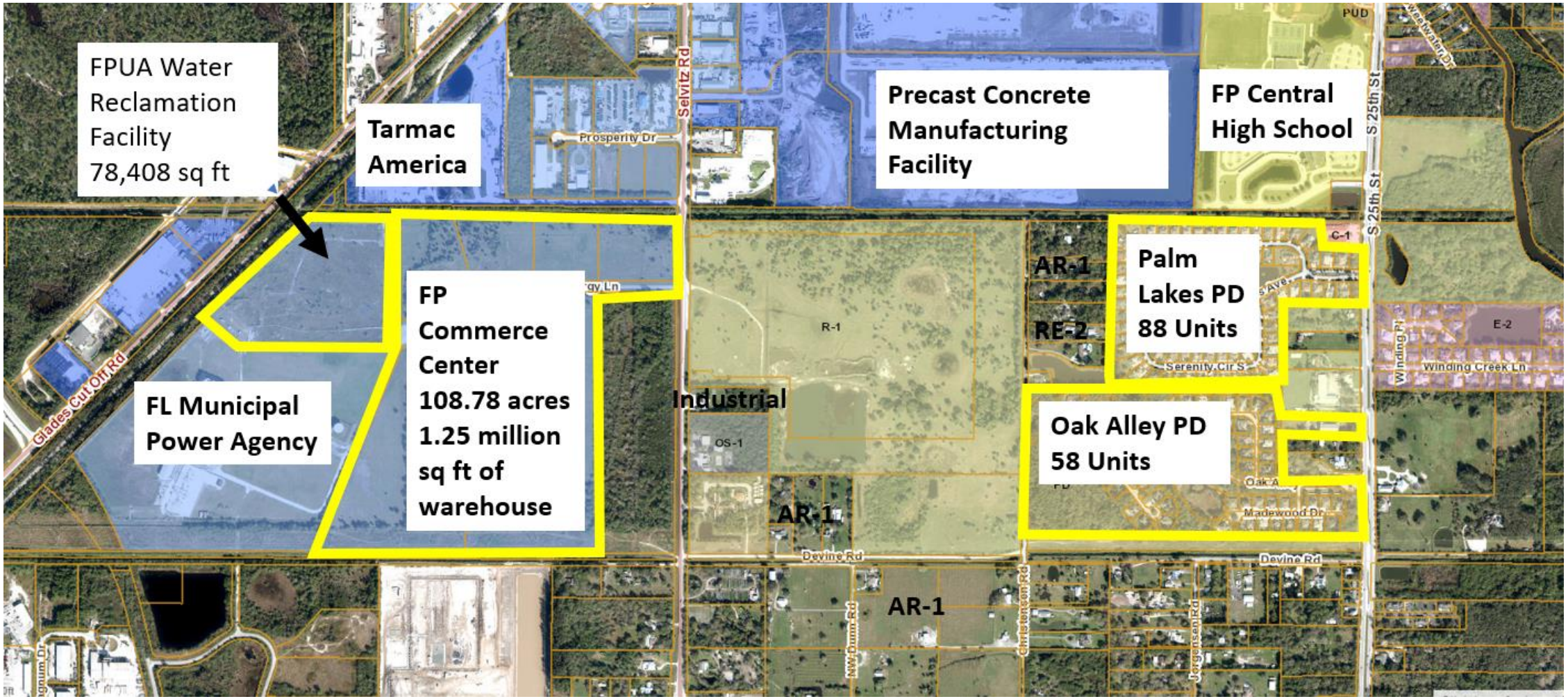
- A Final Plat Application was never submitted.

# SITE LOCATION




SITE AREA= 122.8 +/- Acres

# SURROUNDING USES AND APPROVED PROJECTS




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

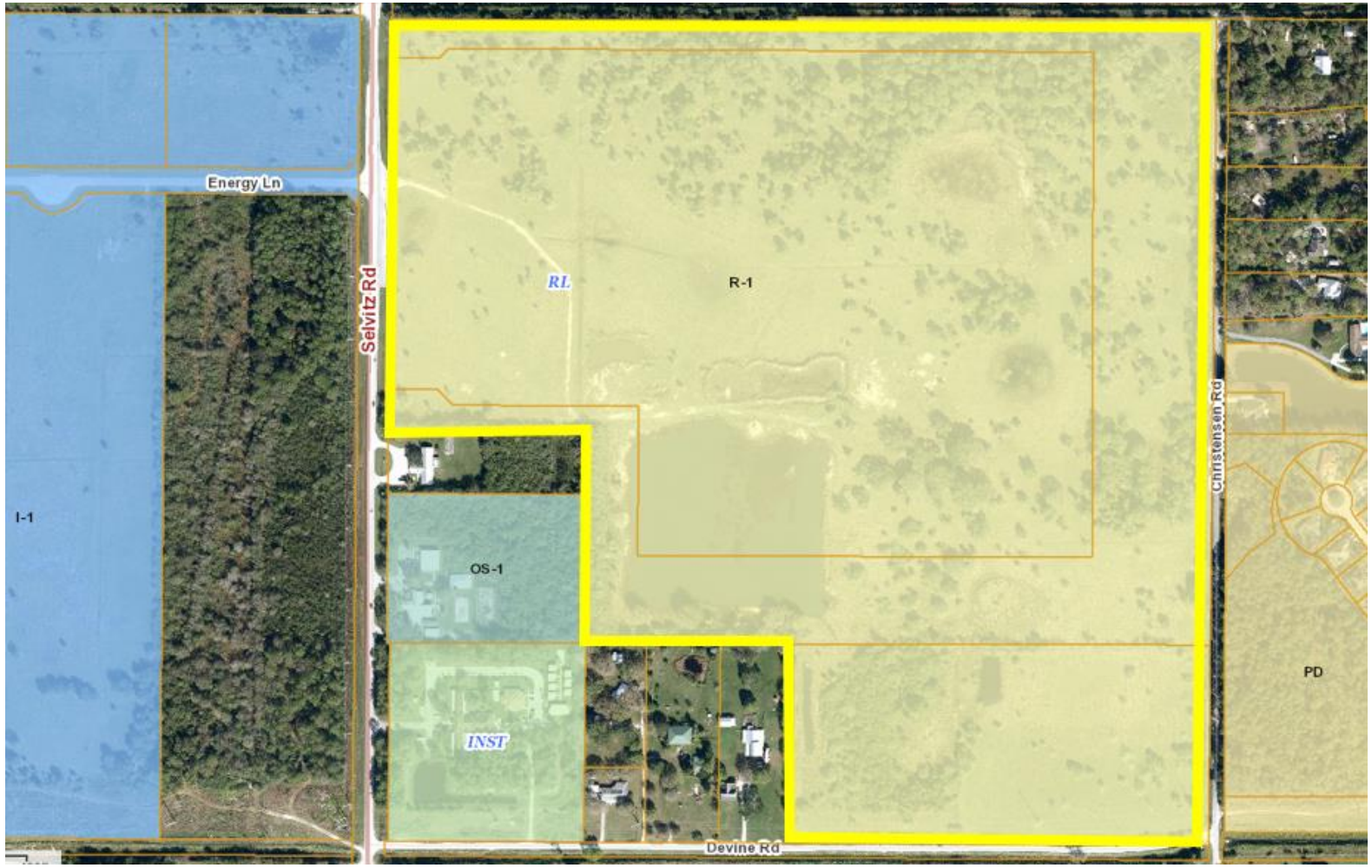
# EXISTING/PROPOSED FLU - ZONING

Current FLU:
RL, Low Density Residential

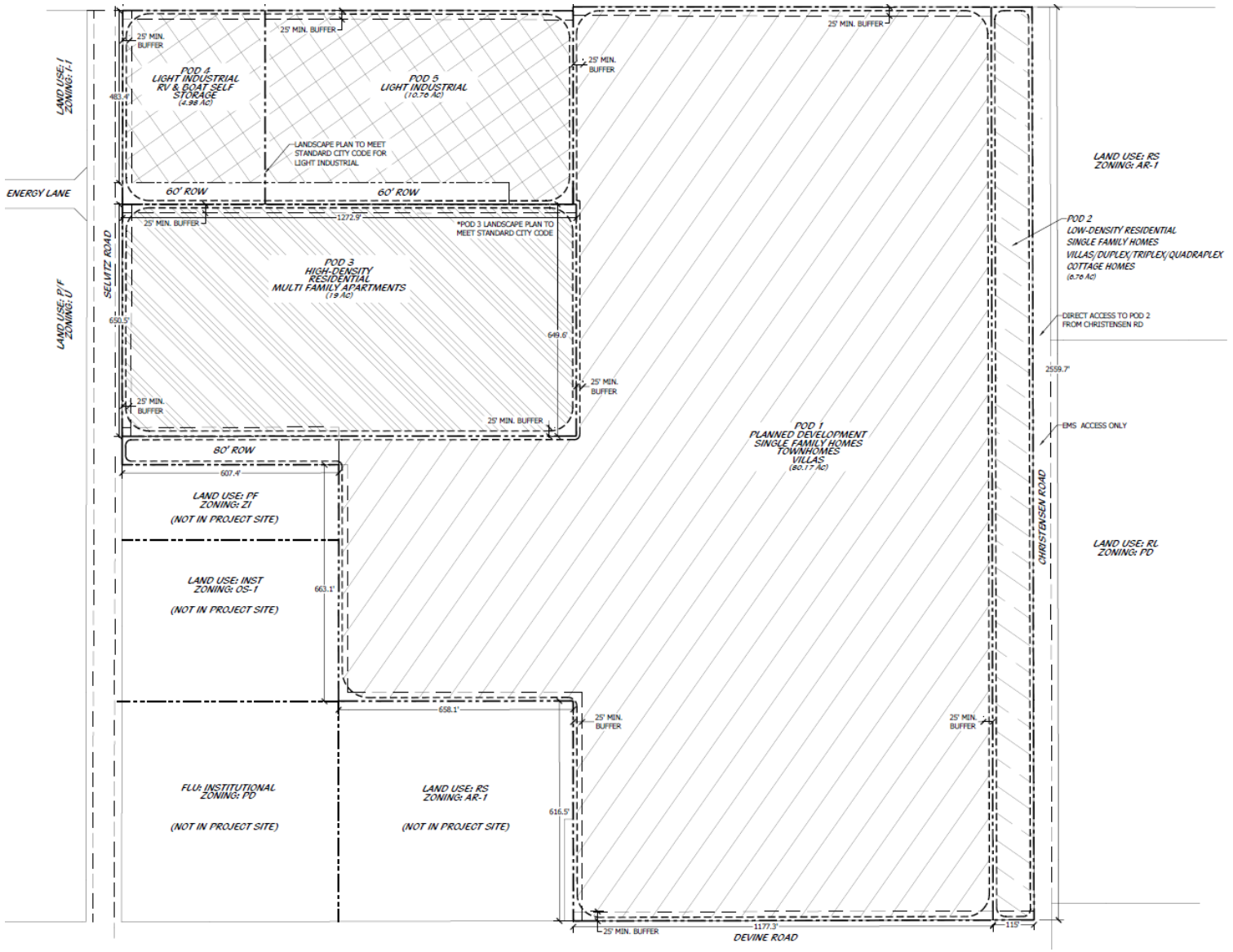
Current Zoning:
R-1, Low Density Residential Zone

Proposed FLU:
MXD, Mixed-Use Development

Proposed Zoning:
PD, Planned Development



# CONCEPT PLAN




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

# SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0006-000-3 |
| PARCEL 2 | 2432-211-0005-000-6 |
| PARCEL 3 | 2432-343-0001-000-4 |

| **POD BREAKOUT** | **ACREAGE** | **PRIMARY USE** |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DU/AC | 6.5 |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
| OTHER | 7.56 AC MINIMUM |

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DU/AC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERV | 10% MIN |

**PERMITTED RESIDENTIAL UNIT TYPES**

MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4600 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**

* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**

*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
*SEPARATE SITE PLANS WILL BE REQUIRED FOR EACH POD AT TIME OF FINAL DEVELOPMENT APPROVAL.
*ANY PHASING MUST COMPLY WITH CITY CODE SECTIONS 125-212(b)(6) AND 125-212(c)(1).

## *PARKING*

| | |
|---|---|
| **APARTMENTS:** | 1 SPACE PER 1 BD<br>2 SPACES PER 2,3 BD |
| **OTHER RESIDENTIAL:** | 2 SPACES PER UNIT |
| **LIGHT INDUSTRIAL:** | REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE |

# PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Zoning Atlas Map Amendment 4-2.**

**Zoning Atlas Map Amendment from R-1, Low Density Residential Zone to PD, Planned Development with an associated Concept Plan.**

- **Staff recommends Approval of the request with sixteen (16) Conditions listed in the Staff Report and Agenda.**

  - ❑ **Consistent with Section 125-212 & 125-136 of City Code & the Comprehensive Plan.**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**

## CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.
    - Staff recommends approval of the request with sixteen (16) conditions.

- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with changes.

- DISAPPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.

# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

# CONDITIONS OF APPROVAL

1. **If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:**

    **1.The approximate date when construction of the project can be expected to begin.**

    **2.The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.**

    **3.A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

# CONDITIONS OF APPROVAL

**2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.**

**3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).**

# CONDITIONS OF APPROVAL

**4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.**

**5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.**

**6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.**

**7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.**

**8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.**

**9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.**

# CONDITIONS OF APPROVAL

**10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.**

**11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

**12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.**

**13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.**

# CONDITIONS OF APPROVAL

**14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.**

**15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.**

**16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.**

# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

# CITY OF FORT PIERCE

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October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
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NE Corner of Selvitz Road & Devine Road

1

**APPLICANT**

Daniel Sorrow – Cotleur & Hearing

**PROPERTY OWNER(S)**

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**PARCEL ID #(S):**

2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4



2

## SUMMARY

Request for review of application for a Future Land Use Map Amendment of three (3) parcels of land to change the Future Land Use designation from Low Density Residential (RL) to Mixed-Use Development (MXD).



3

## SITE LOCATION




SITE AREA= 122.8 +/- Acres



4

## EXISTING/PROPOSED FLU - ZONING

Current FLU:
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Current Zoning:
R-1, Low Density Residential Zone

Proposed FLU:
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Proposed Zoning:
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Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

5

## FLU COMPARISON

**FLU COMPARISON - Selvitz Planned Development**

**FUTURE LAND USE COMPARISON**

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Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

6

## PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Future Land Use Map Amendment 4-2.**



7

## FUTURE LAND USE MAP AMENDMENT

**Future Land Use change for three parcels from RL, Low Density Residential to MXD, Mixed-Use Development**

- **Staff recommends <u>Approval</u> of the request**
  - ❑ **The subject parcel is adjacent to existing FLU Designations of I, Industrial, INST, Institutional, and RL, Low Density Residential**
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  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare**



8

## CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed AMENDMENT
  - Staff recommends approval of the request.

- DISAPPROVAL of the proposed AMENDMENT



9

## ZONING ATLAS MAP AMENDMENT

Request for review of application for a Zoning Atlas Map Amendment of three (3) parcels of land to change the Zoning classification from Low Density Residential (R-1) to Planned Development (PD).



10

## HISTORY

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Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

11

## SITE LOCATION




SITE AREA= 122.8 +/- Acres

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

12

## SURROUNDING USES AND APPROVED PROJECTS




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

13

## EXISTING/PROPOSED FLU - ZONING

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Current Zoning:
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Proposed FLU:
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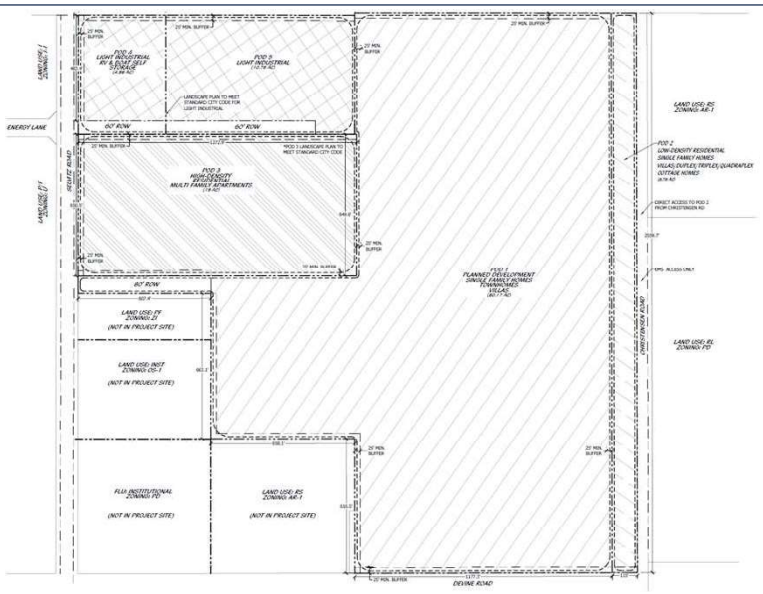
Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

14

## CONCEPT PLAN




Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan

15

## SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0006-000-3 |
| PARCEL 2 | 2432-211-0005-000-6 |
| PARCEL 3 | 2432-343-0001-000-4 |

| POD BREAKOUT | ACREAGE | PRIMARY USE |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DUAC | 6.5 |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
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**PERMITTED RESIDENTIAL UNIT TYPES**

MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DUAC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DUAC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DUAC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
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**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGI | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERV | 10% MIN |

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4600 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**

* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**

*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
*SEPARATE SITE PLANS WILL BE REQUIRED FOR EACH POD AT TIME OF FINAL DEVELOPMENT APPROVAL.
*ANY PHASING MUST COMPLY WITH CITY CODE SECTIONS 125-212(b)(6) AND 125-212(c)(1).

### *PARKING*

| | |
|---|---|
| **APARTMENTS:** | 1 SPACE PER 1 BD<br>2 SPACES PER 2,3 BD |
| **OTHER RESIDENTIAL:** | 2 SPACES PER UNIT |
| **LIGHT INDUSTRIAL:** | REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE |

16

## PLANNING BOARD RECOMMENDATION

**Planning Board recommended approval of the proposed Zoning Atlas Map Amendment 4-2.**



17

## ZONING ATLAS MAP AMENDMENT

**Zoning Atlas Map Amendment from R-1, Low Density Residential Zone to PD, Planned Development with an associated Concept Plan.**

- **Staff recommends <u>Approval</u> of the request with sixteen (16) Conditions listed in the Staff Report and Agenda.**
  - ❑ **Consistent with Section 125-212 & 125-136 of City Code & the Comprehensive Plan.**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**



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## CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.
  - Staff recommends approval of the request with sixteen (16) conditions.
- APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with changes.
- DISAPPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan.



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# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

20

## CONDITIONS OF APPROVAL

1. **If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:**

   **1.The approximate date when construction of the project can be expected to begin.**

   **2.The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.**

   **3.A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

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## CONDITIONS OF APPROVAL

**2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.**

**3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).**

22

## CONDITIONS OF APPROVAL

**4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.**

**5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.**

**6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.**

**7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.**

**8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.**

**9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.**

23

## CONDITIONS OF APPROVAL

**10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.**

**11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

**12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.**

**13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.**

24

## CONDITIONS OF APPROVAL

**14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.**

**15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.**

**16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.**

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# CITY OF FORT PIERCE

## CITY COMMISSION

October 16th, 2023

Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Concept Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

26

Daniel Sorrow, PLA, AICP (Representative) – Cotleur & Hearing
Mariana Arias Sanz, AICP (Representative) – Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

**Re: Preliminary Plat/Planned Development/FLUMA/Bubble Site Plan – Selvitz Mixed-Use Planned Development**

Dear Mr. Sorrow,

The following are comments from the Planning Department's review of the applications (Please Provide a Written Response and any revisions (if applicable) for all responsible Departments):

1. **If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): *Phasing*. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:**
    - **1.The approximate date when construction of the project can be expected to begin.**
    - **2.The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.**
    - **3.A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

2. **Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.**

3. **Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).**

4. **Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.**

5. **The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.**

6. **Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.**

7. **Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.**

8. **Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.**

9. **A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.**

10. **The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.**

11. **The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.**

12. **The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.**

13. **The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.**

14. **The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.**

15. **A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.**

16. **After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.**

If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**To : Vennis Gilmore**

**From : Selena Griffett, P.E.**

**Thru : John Andrews, P.E. - City Engineer**

**Re : TRC 22-06000008**
**PD, FLUMA**
**Selvitz Road Mixed Use PD**
**2nd Submittal**

**Date : March 23, 2023**

This is to advise you that we have completed the review of the following documents as received by this office on February 15, 2023:

☐ Development Permit Compliance Review ☐ Construction Drawings

☐ Site Plan ☐ Test Reports & Related Documents

☐ Conditional Use ☐ Record Drawings

☐ Permits ☒ **Other PD, FLUMA**

Based on our reviews and appropriate site final inspection, we

☒ **Recommend** ☐ Do Not Recommend

☒ **Approval** ☐ Variance 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.

☒ See Attached for Comments



100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

## ADVISORY COMMENTS FOR FUTURE SUBMITTALS:

### Traffic Report:

1. Selvitz Road, Devine Road, and Christensen Road are Saint Lucie County roadways. Other roadways impacted by the proposed development are either Saint Lucie County or FDOT. Please coordinate the Traffic Report with Saint Lucie County, FDOT, and the St. Lucie TPO. Please provide their concurrence with subsequent submittals.

### Environmental Report:

1. Is there any indication the Crested Caracara will be impacted?

2. Prior to conducting any land disturbing activities the applicant shall provide the appropriate Gopher Tortoise survey.

### General Comments:

1. City Code Section 125-212 lists the requirements for submittal of a PD. While the information provided in this submittal does not meet the full requirements of the aforementioned section, **per coordination with the Planning Department it is understood that this is a conceptual submittal "bubble plan" and future submittals will meet code requirements.**

2. Drainage is preliminary, a full review will be completed at future submittals. Permits from SFWMD and NSLRWCD will be required.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

# BUILDING DEPARTMENT
# TECHNICAL REVIEW COMMITTEE (TRC)
# COMMENT FORM

**Meeting Date:** 12.15.22
**Property Address:** Site Plan, Design Review, Planned Development, Future Land Use Map Amendment – Selvitz Road Mixed-Use PD - 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

***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 Paul Thomas Date: 12/9/22

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

# Technical Review Committee meeting

# December 15, 2022

Case # 22-07000027

Planner: City of Ft. Pierce Planning Department

Site Plan (Design / Development Review)

Selvitz Road Mixed Used PD, Just east of Energy Lane on Selvitz Road, Fort Pierce, FL

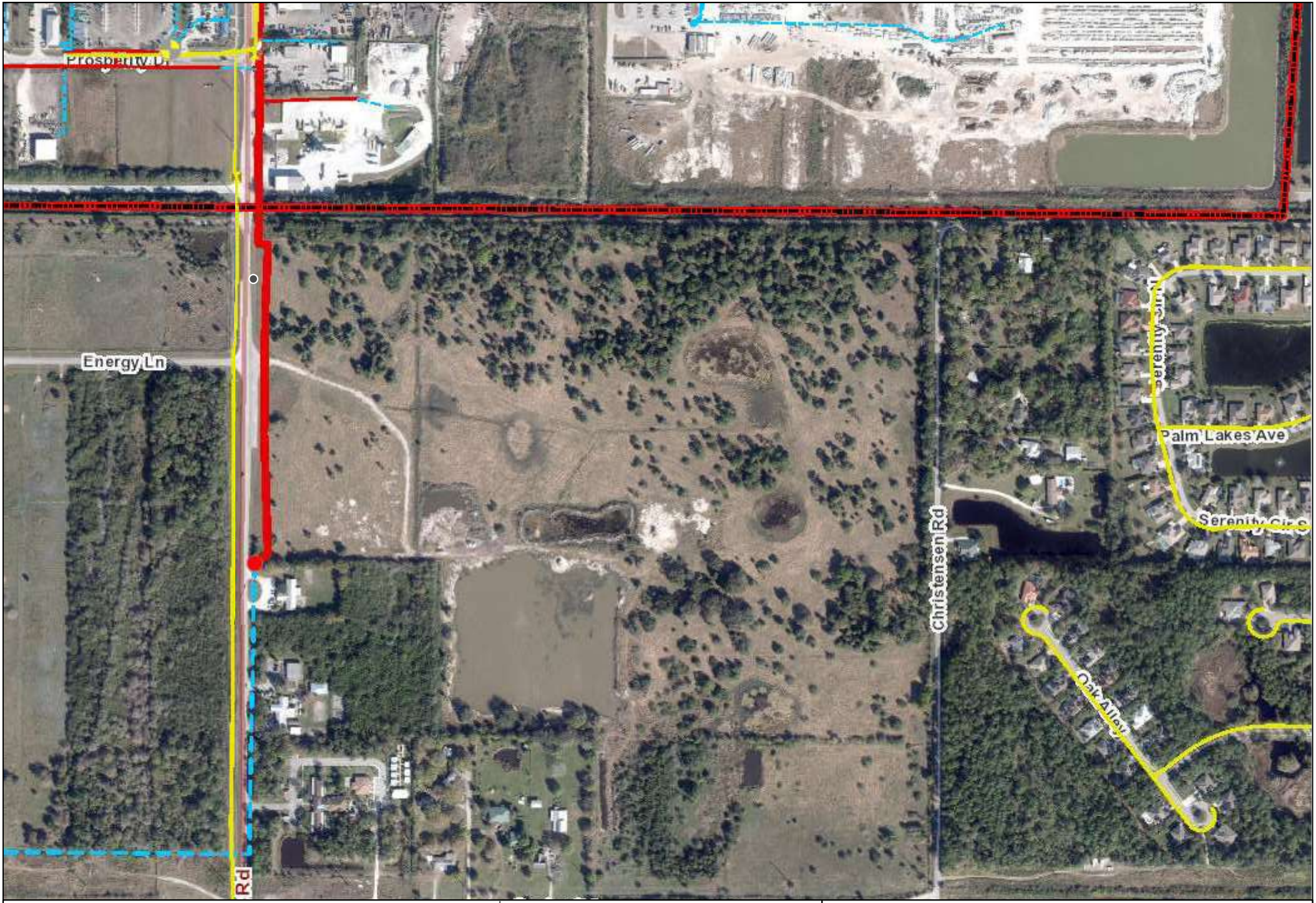
**Comments:**

No comments at this time regarding the project itself. With regard to the City of fort Pierce Strategic Planning, please bear in mind the addition of nearly 600 family homes may require consideration with regards to policing services and the impact upon the department's responses to calls for service.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.




**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: 12/5/2022

FPUA COMMUNITY PROUD

N

1 inch = 512 feet

# FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

# Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT # 22- 06000008
**Site Plan, Design Review, PD Amendment, FLUMA – Selvitz Rd Mixed-Use PD – TBD**
**2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

**Comments**

FPUA W/WW Engineering: Concept approved.

Water and wastewater (via force main) services are available to serve the subject property. 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 attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468.

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application – TRC Selvitz Rd – 4300 Selvitz rd. Approved.

Electric service - 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). 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

(Con't pg 2)

Note: FPUA will make every effort to accommodate new developments and upgrades to existing services as much as possible with on-hand material, while maintaining a responsible maintenance stock. However, in most cases, the provision of service is entirely dependent on the lead times provided by equipment manufacturers. Certain key items could be unobtainable for over a year.

Attached is a copy of the FPUA GIS Map (Gas).



[illegible] - FPUA GIS Map - Gas.pdf...

**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: Selvitz Road Mixed Use TRC**

**REVIEW DATE: 12/9/2022**

**PLANNER: VENNIS GILMORE**

**REVIEWED BY: Lieutenant Andres Elizondo**

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**Site Plan Approved: _____**

**Site Plan Approved with conditions: _____**

**Site Plan Approval pending written acknowledgement of conditions: ___X____**

**Site Plan Rejected: _____**

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**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**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please send the Fire District electronic plans for the site and buildings.**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
5. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

**16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5).**

6. **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.**

7. **The minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.**

8. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. 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.**

9. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

10. **FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).**

11. **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.**

12. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.**

13. **Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.**

14. **A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.**

15. **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.**

16. **Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.**

17. **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".**

18. **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).**

19. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

20. **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.**

21. **Minimum Size of Water Mains**
    **The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.**

**ST. LUCIE COUNTY FIRE DISTRICT**
Community Risk Reduction Division
Office of the Fire Marshal

**Telephone:** **(772) 621-3322**
**Fax:** **(772) 621-3604**

22. **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.**

23. **Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.**

December 13, 2022

**PROJECT:** Selvitz Road Mixed Use

**REF:** TRC App. #22-06000008

**TO:** Vennis Gilmore

**FROM:** David Hays

The following comments are offered by SLC PW – Engineering:

1. The proposed project imposes a considerable increase in allowable traffic loading that may not be supportable at this time with existing infrastructure. The plans do not indicate any mitigation/improvements to the area infrastructure to support the increase. The County requests more public benefit for the additional impacts.
2. Advisory: Selvitz Road is identified on the County's Right-Of-Way Protection Plan. A ROW Dedication of up to 30 FT will be required along Selvitz Road. The amount will be determined upon response and further evaluation.
3. A minimum 6 FT sidewalk is required along adjacent Selvitz road Right-of-Way. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk. Advisory: Selvitz Road is identified on the County's Greenways and Trails Master Plan. A 12 FT wide Multi-Use path may be required. The specifics are to be determined.
4. Christensen Road is a substandard roadway. The existing width is identified as 50'. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 10 will be required for dedication.
5. Devine Road is a substandard roadway with the current path located entirely within the NSLWCD ROW. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 70 will be required for dedication.
6. A minimum 5 FT sidewalk is required along adjacent Christensen and Devine Road Right-of-Ways. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk.
7. If a County Comprehensive Plan amendment is necessary for this project, that filing is the responsibility of the applicant.
8. The TIA will be provided to a third party for review and comments. Please provide written acknowledgement of fee reimbursement to begin the review process.
9. Page 4 of the TIA indicates Short-Term programmed roadways. The County does not have Edwards Roadway west of 25th Street programmed. The Long-Term roadways are identified as needs. At this time, no budget prep has begun. The adopted ROWPM identifies Selvitz as an ultimate 160' ROW.

10. There appears to be conflicting information in the trip allowance. This will be further evaluated with the review of the report.
11. The proposed layout includes an access at Energy Lane. This will require signalization. The southern proposed access will require further evaluation on the allowable movements based on the proximity to a signalized intersection.
12. For discussion regarding these comments and response, please contact me at 772-462-1491, haysd@stlucieco.org.

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: June 12, 2023

Re: **Selvitz 123 AC**
**Final Review Future Land Use (FLU) Traffic Impact Analysis**

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Kimley-Horn has reviewed the FLU traffic impact study (revised May 2023) prepared by MacKenzie Engineering & Planning, Inc. related to the above-mentioned project. The project is located on the northeast corner of Selvitz Road & Devine Road in the City of Fort Pierce, Florida. The property is approximately 122.8 acres and has a current future land use designation of Low-Density Residential. The applicant is requesting to change the existing future land use designation (Low-Density Residential) to Mixed-Use Development (MXD).

The maximum development potential of the proposed land use change consists of 1,842 single family dwelling units, 1,469,916 square feet of general office use, and 2,674,584 square feet of commercial retail use. However, the applicant proposes a twenty percent (20%) non-residential floor-area-ratio (FAR) to comply with the long-range transportation plan (LRTP). Therefore, the maximum development potential for the proposed land use change consists of 1,842 single family dwelling units, 534,917 square feet of general office use, and 534,917 square feet of commercial retail use.

The total trip generation potential results in an increase of 15,010 daily, 1,246 AM peak hour (839 entering / 407 exiting), and 1,474 PM peak hour (469 entering / 1,005 exiting) net new trips based upon the 20% non-residential FLU FAR.

The analysis assessed which roadway segments will require widening as a result of background traffic and FLU traffic. To support FLU traffic, roadway widening will be required for Selvitz Road from Favorite Road to the property based upon the 20% non-residential FLU FAR. We have no further comments for the applicant at this time.

Thank you for the opportunity to assist St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: June 12, 2023

Re: **Selvitz 123 AC**
**Rezoning Traffic Impact Analysis Review**

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Kimley-Horn has reviewed the Rezoning traffic impact analysis (revised May 2023) prepared by MacKenzie Engineering & Planning, Inc. related to the above-mentioned project. Please find our review comments below pertaining to the development's impacts to adjacent transportation facilities.

1. Table 7 Trip Generation - Rezoning shows a greater number of AM peak hour and PM peak hour rezoning trips than Table 5 – Proposed Future Land Use with Restrictions. Please revise intensities within Table 7 to calculate a PD zoning trip generation less than or equal to FLU trips within Table 5.

Thank you for the opportunity to assist St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

# D R A F T

CITY OF FORT PIERCE
PLANNING BOARD

**Planning Board Minutes**

**OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON WEDNESDAY, JULY 12, 2023, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

## 1. CALL TO ORDER

## 2. PLEDGE OF ALLEGIANCE

## 3. ROLL CALL

| | |
|---|---|
| Present: | John Heaning; Uline Daniel; Nichelle Clemons; Harold Albury; Anton Kreisl; Frank Creyaufmiller, Chairman |
| Absent: | Alexander Edwards |
| Staff Present: | Kev Freeman, Planning Director<br>Vennis Gilmore, Assistant Planning Director<br>Ryan Altizer, Senior Planner<br>Alicia Rosenthal, Planning and Development Organizer |

## 4. CONSIDERATION OF ABSENCES

Mr. Edwards was excused.

## 5. APPROVAL OF MINUTES

Ms. Daniel entered the meeting after the minutes were approved.

a. Minutes from the June 12, 2023 meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the June 12, 2023 meeting.

AYE: Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

6. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Future Land Use Map Amendment - Selvitz Road Mixed Use - Parcel IDs:2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

Mr. Gilmore gave an overview of the application. The request is to change the Future Land Use designation of three (3) parcels of land from Low Density Residential (RL) to Mixed-Use Development (MXD). Mr. Gilmore said the site area is approximately 122.8 acres. Mr. Gilmore showed a Future Land Use (FLU) comparison chart from existing to proposed residential and commercial use. Mr. Gilmore answered questions from the Board on the site being used for a mining location, if the pond will be part of the water mitigation, and mixed uses allowed on the land.

Mr. Freeman clarified that the pond is a consequence of the mining once on the site and the pond will have to be accessed for stormwater mitigation. Mr. Freeman explained the state requires the FLU chart to show potential maximum development possible. He said the maximum numbers are unlikely because the chart does not consider mitigation, wetlands, roadways, easements and dedications.

Mariana Arias Sanz, Land Planner for Cotleur & Hearing, showed a PowerPoint presentation for both the Future Land Use and the Rezoning to Planned Development. She noted the major point of access will be from Selvitz Road. Ms. Arias Sanz identified the surrounding uses and said changing the Future Land Use to Mixed Use is a perfect transition because it proposes more uses similar to the surrounding zoning. She said the Planned Development (PD) zoning will allow flexibility for the transitional development. Ms. Arias Sanz showed the preliminary bubble plan which included light industrial warehouse, RV storage or flex space, high density residential apartments, and single family homes. Ms. Arias Sanz answered questions from the Board on the access road to industrial uses and homes.

The following members of the public spoke against the application:

Gabriele Klaesen, resident, stated the city shall ensure the FLU is compatible within and outside city boundaries. She addressed concerns with the traffic on Christensen and Devine Roads, and she suggested a development meeting with the neighbors.

Jane Rowley, resident, stressed the importance of a 6 - 8 foot wall behind the 6 acres to protect the existing ranchette homes.

Jill Sunderland, resident, provided a hard copy of her reasons for not approving the application. She expressed concerns with the density, where the apartments will be located, traffic, cost to community for water access, and Devine and Christensen being substandard roads.

Mickey Sigmon, resident, explained a development was shot down before for this same property. Mr. Sigmon noted the development will create harassment to his cattle, increase speeding in the area, lower property values and damage Devine and Christensen Roads.

Michelle Calandro, resident, has concerns with the infrastructure and the overcrowded Fort

Pierce Central High School. She stated Selvitz Road is in need of repair, and she has concerns with the property not being developed as what is being shown today.

Jean Woodard, resident, expressed concerns with affordable housing, setting a precedent, and if the traffic studies looked at the surrounding new developments.

Ronna Perry, resident, stated she has a big issue with overdevelopment and promises not being kept. She is not happy with the beauty of the community, wildlife being taken away and excessive growth causing fatality incidents and speeding on the roadways. Ms. Perry said she hopes the residences on Devine and Christensen Roads are protected prior to any type of building.

David Istanich, resident, said this project will change the rural lifestyle he bought into, and it will affect the infrastructure, traffic and sewage. He noted small ranchette homes would be okay.

Missy Brinker, resident, expressed concerns with her livestock, traffic, lowered property values and who will clean the neighborhood ditches and culverts.

Robert Schooley, resident, expressed concerns with safety for his children and property values declining.

Chairman Creyaufmiller said the city needs to do a better job with notifying the public about Planning Board meetings.

Kev Freeman summarized the Future Land Use concerns during public comment. He mentioned issues with the transition, land uses, traffic, traffic capacity, school district, suitability of the site and environmental issues for development.

Dan Sorrow, Senior Planner from Cotleur and Hearing, explained the proper transition of land use. He stated the majority of the 122 acres will be low density residential and buffers and drainage will be increased. He noted the Future Land Use will have to go to the state for DEP approval. Mr. Sorrow said he is convinced he can satisfy most residences by having a community meeting to address the residences concerns.

Board discussion ensued. Ms. Daniel expressed concerns with property values, speeding, flooding, losing trees and Fort Pierce Central High School being overcrowded. Chairman Creyaufmiller had concerns with the health, safety and welfare of the existing community. He said a community meeting is required along with comments from the school board before moving the application to City Commission. Mr. Heaning said the issues from the public are heartfelt. He suggested the meeting signs and notification from the city need to get better, and he has major concerns with access, traffic and infrastructure.

Motion was made by Harold Albury, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission to change the Future Land Use for three parcels from RL, Low Density Residential to MXD, Mixed-Use Development.

AYE: Harold Albury, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller
NAY: Anton Kreisl, Uline Daniel
Passed

**7. NEW BUSINESS**

a. **Zoning Atlas Map Amendment - Selvitz Road Mixed Use Planned Development - Parcel IDs: 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4**

Mr. Gilmore gave an overview of the application and answered questions from the Board. The request is to change the zoning of three (3) parcels of land from Low Density Residential (R1) to Planned Development (PD). The site area is approximately 122.8 acres. Mr. Gilmore gave a brief history of the property and showed the surrounding uses and approved projects. Mr. Gilmore provided the concept plan showing five PODS and the site data for each POD.

Chairman Creyaufmiller noted the 16 conditions, and he stated the city does a good job at protecting property owners.

Mariane Arias Sanz, Land Planner from Cotleur & Hearing, stated the project has been highly scrutinized by the city, and through public and community meetings the details will be worked out. She said the bubble plan is providing the framework to come in with a detailed site plan at a later date.

Ronna Perry, resident, expressed confusion with the approval allowing a certain use or if the owner of the property is able to come in and do what they want to do.

Mr. Freeman explained the applicant is suggesting certain types of developments in the outlines of the property. If the application is approved based on the conceptual plan, the applicant will have to come back with each lot showing the drainage, access, and dedicated property for the roadway. Mr. Freeman noted that all comments that staff heard will have to be addressed at the site plan. Mr. Freeman highlighted that this is not the final process, and there will be at least five more public hearings.

Mickey Sigmon, resident, said ranchettes is the way to go.

Jean Woodard, resident, asked several questions. She wanted to know how the development will affect the canal, does the development affect the health, safety and welfare of the neighborhood, how will notification be held in the future and how will the developer get in touch with the community for the neighborhood meeting.

Gabriele Klaesen, resident, asked about access to the greenways on Selvitz Road and in Oak Alley.

Jill Sunderland, resident, expressed concerns with the density in PODS 1 and 2 and the traffic on Christensen Road.

Dan Sorrow, Senior Planner from Cotleur & Hearing, said there was no intention of not wanting the public to come to the meeting, and he stated a community meeting is not required by the developer. He noted ranchette homes with horses is not compatible next to industrial use. Mr. Sorrow said there will be no access on Devine Road. There will be access on Christensen Road wth the majority of the access off of Selvitz Road. He said there will be low density residential along Christensen Road and St. Lucie County may have emergency access on Christensen Road. Mr. Sorrow said there will be 3-story garden style apartments and the homes will be designed like the Palm Lakes or Oak Hammock neighborhoods. He highlighted it will be a high quality, gated community with a high level of planning. Mr. Sorrow said they will send a letter to residences within 1,000 feet of the development for the community meeting.

The residents asked that all residences on Christensen Road be included in the mailing for the community meeting.

Keith Burn, resident, asked how far down the light industrial area goes.

Board discussion ensued.

Mr. Albury stated the city has to grow, and they are not looking at dollars, they are looking at housing for people. Mr. Albury said this is not an invasion of property. The developers want to work hand in hand with the community. Many buffers will be created, so it flows within the community and is not an eyesore.

Ms. Daniel expressed concerns with too many apartments and property values going down. She said the city needs to fix the flooding issues before 700- 800 units are developed. Ms. Daniel noted that Fort Pierce Central High School is full and has no room for additional students.

Mr. Heaning said the project is not in the right area and the infrastructure is not there.

Mr. Kreisl has concerns with approving the conceptual plan, the buffer around the light industrial area and number of units expected to see in POD 2, which is the low density residential area. Mr. Kreisl said he would like to see more light industrial to the north on the conceptual plan.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to forward a recommendation of approval to the City Commission to change the zoning from R-1, Low Density Residential to PD, Planned Development with the associated development plan and the following 17 conditions:

1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:
    a. The approximate date when construction of the project can be expected to begin.
    b. The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and be completed.
    c. A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or

planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A2 zoning).

4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

14. The Final PD site plan shall contain the following information, at minimum:
    a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The location, size and height of present and proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts

and sidewalks.
g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

17. A community meeting with the residences is needed prior to going to the City Commission meeting.

AYE: Anton Kreisl, Nichelle Clemons, Harold Albury, Chairman Frank Creyaufmiller
NAY: John Heaning, Uline Daniel
Passed

b. **Site Plan and Design Review - Twins Carwash - 5340 S. US Highway 1**

Mr. Altizer gave an overview of the application. The request is for a site plan to construct a 4,930 square-foot automated carwash with self-service vacuums. The owner's intent is to utilize established corporate images which are a modern interpretation of prairie design with some craftsman detailing. The site area is approximately 2.19 acres with a Future Land Use of General Commercial (GC) and Zoning of General Commercial (C-3).

Ravi Alur, Applicant Representative from Aspire Engineering, answered questions from the Board on the traffic flow pattern for the self serve vacuums. Mr. Alur said the consumer can either exit the car wash or proceed to the vacuum section.

Motion was made by Anton Kreisl, and seconded by Harold Albury to forward a recommendation of approval to the City Commission for the Site Plan and Design Review with the following condition:
1. A completion certification 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

AYE: John Heaning, Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, Chairman Frank Creyaufmiller
Passed

c. **PULLED AT STAFF'S REQUEST - Site Plan - Gator Trace on The Greens – Gator Trace Planned Development - 2435-311-0001-000-4, 2435-243-0001-000-6**

d. **PULLED AT STAFF'S REQUEST - Final Plat - Gator Trace on The Greens – 2435-311-0001-000-4, 2435-243-0001-000-6**

e. **Planning Board Procedures**

Chairman Creyaufmiller reviewed the changes to the procedures noting the election date of the Chair and Vice-Chair, the day and time of the Planning Board meeting and the order of agenda items being presented.

Motion was made by Uline Daniel, and seconded by Nichelle Clemons to adopt the new Planning Board procedures.

AYE: Harold Albury, Anton Kreisl, John Heaning, Uline Daniel, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

Motion was made by Harold Albury, and seconded by Uline Daniel to allow Chairman Creyaufmiller and Vice-Chair Clemons to stay in their respective positions until the March 2024 Planning Board election. If Ms. Clemons is not reappointed to the Planning Board at the August 2023 City Commission meeting, a new Vice-Chair will need to be elected.

AYE: Uline Daniel, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

NAY: Nichelle Clemons

Passed

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

No report was given.

**10. BOARD COMMENTS**

Chairman Creyaufmiller suggested the Planning department get additional staff, so the department has time to plan. He said parks are needed in the new residential development areas of the Ctiy of Fort Pierce.

**11. ADJOURNMENT**

Cotleur & Hearing

# Selvitz Road Mixed-Use

## Future Land Use Map Amendment and Planned Development Rezoning

July 12, 2023

Planning Board Meeting

City of Fort Pierce, Florida

# Project Team |

**Applicant – Donald Stevenson**

**Landscape Architects and Planners – Cotleur & Hearing**

- Daniel Sorrow, PLA, AICP, LEED AP BD+C
- Mariana Arias Sanz, AICP
- Phoebe Prentner

**Traffic Engineer – MacKenzie Engineering & Planning**

- Shaun MacKenzie, PE

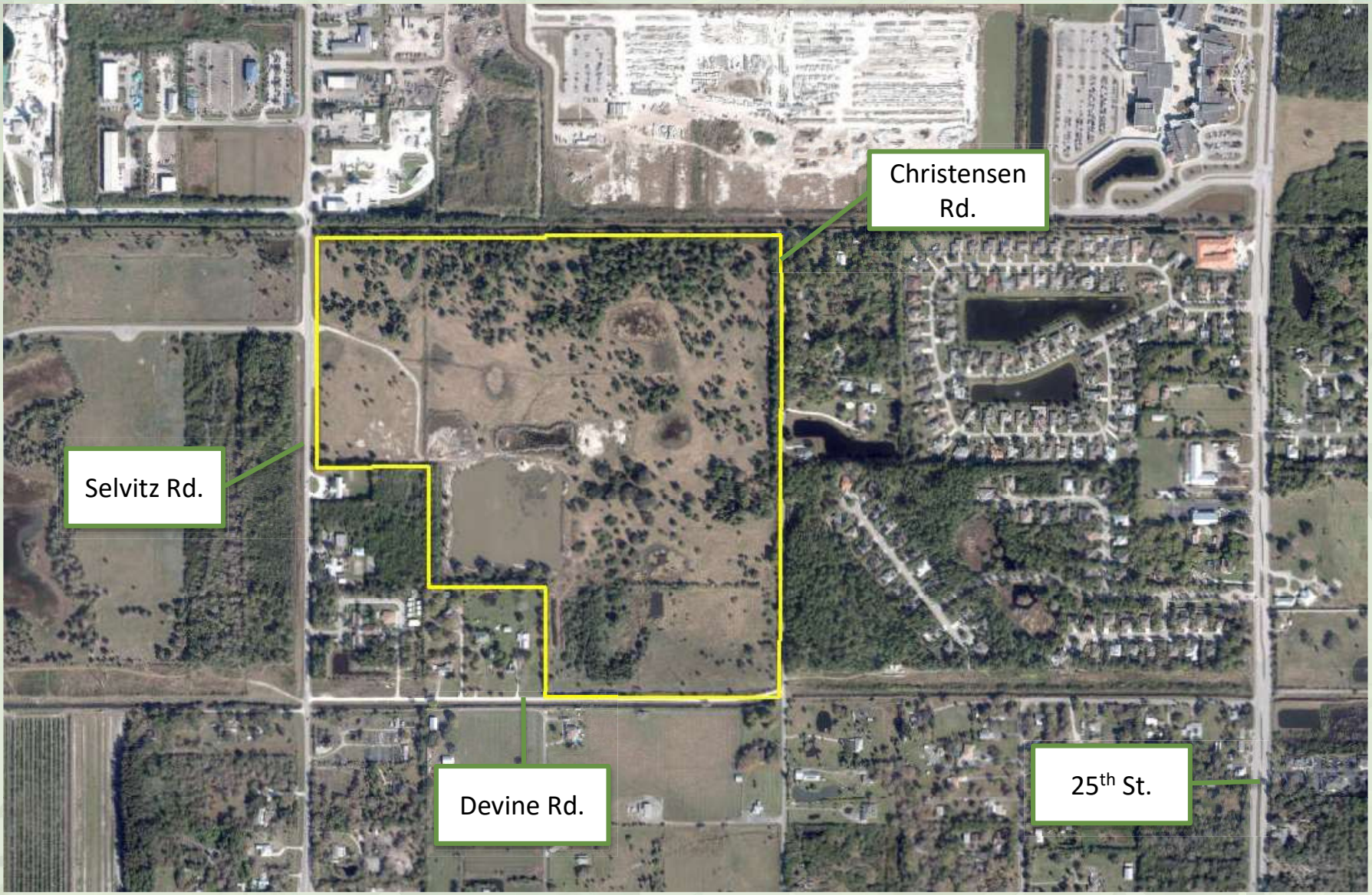
# Location | Context Road Network

Cotleur & Hearing

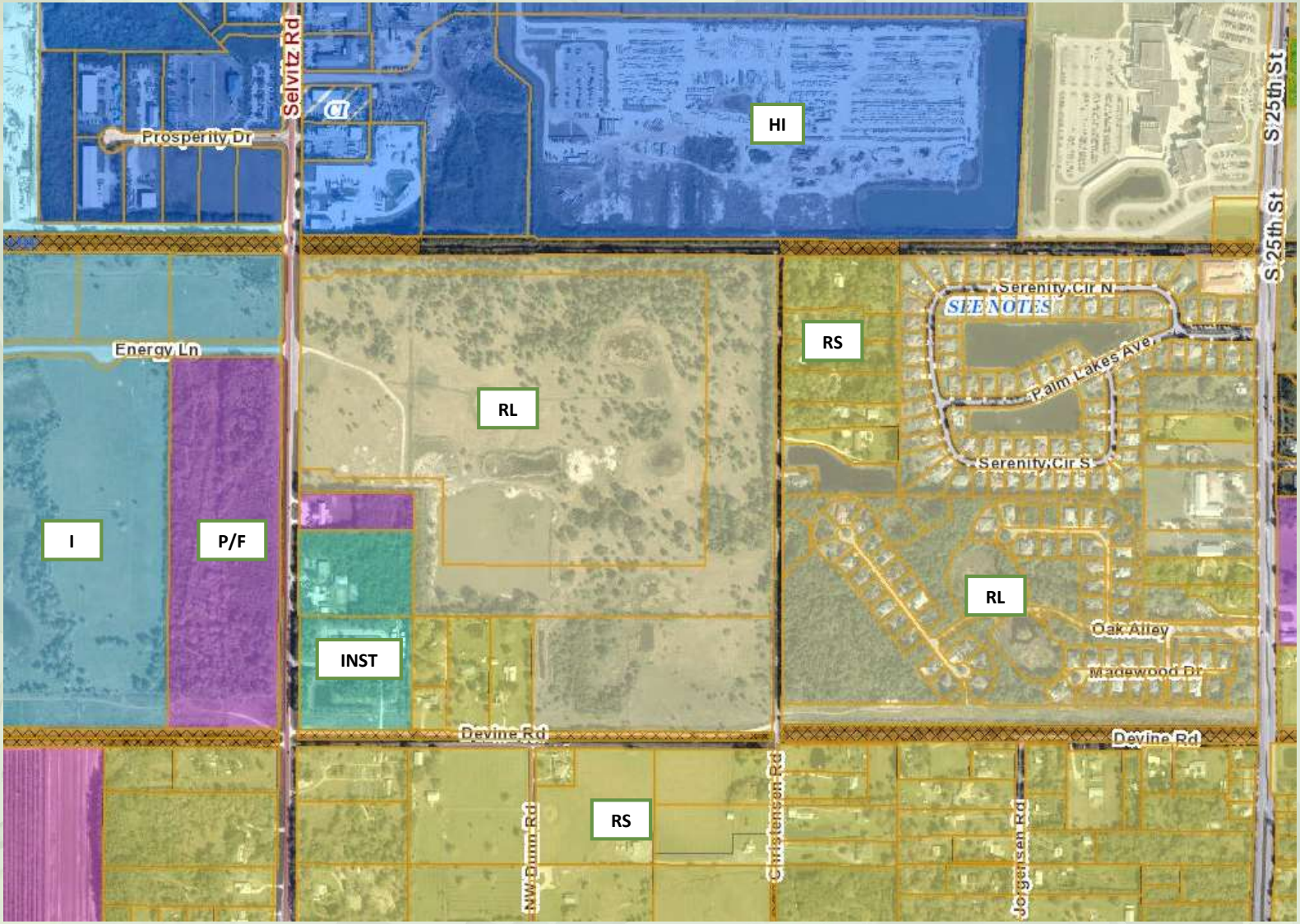


# Aerial | Existing Conditions

Cotleur & Hearing



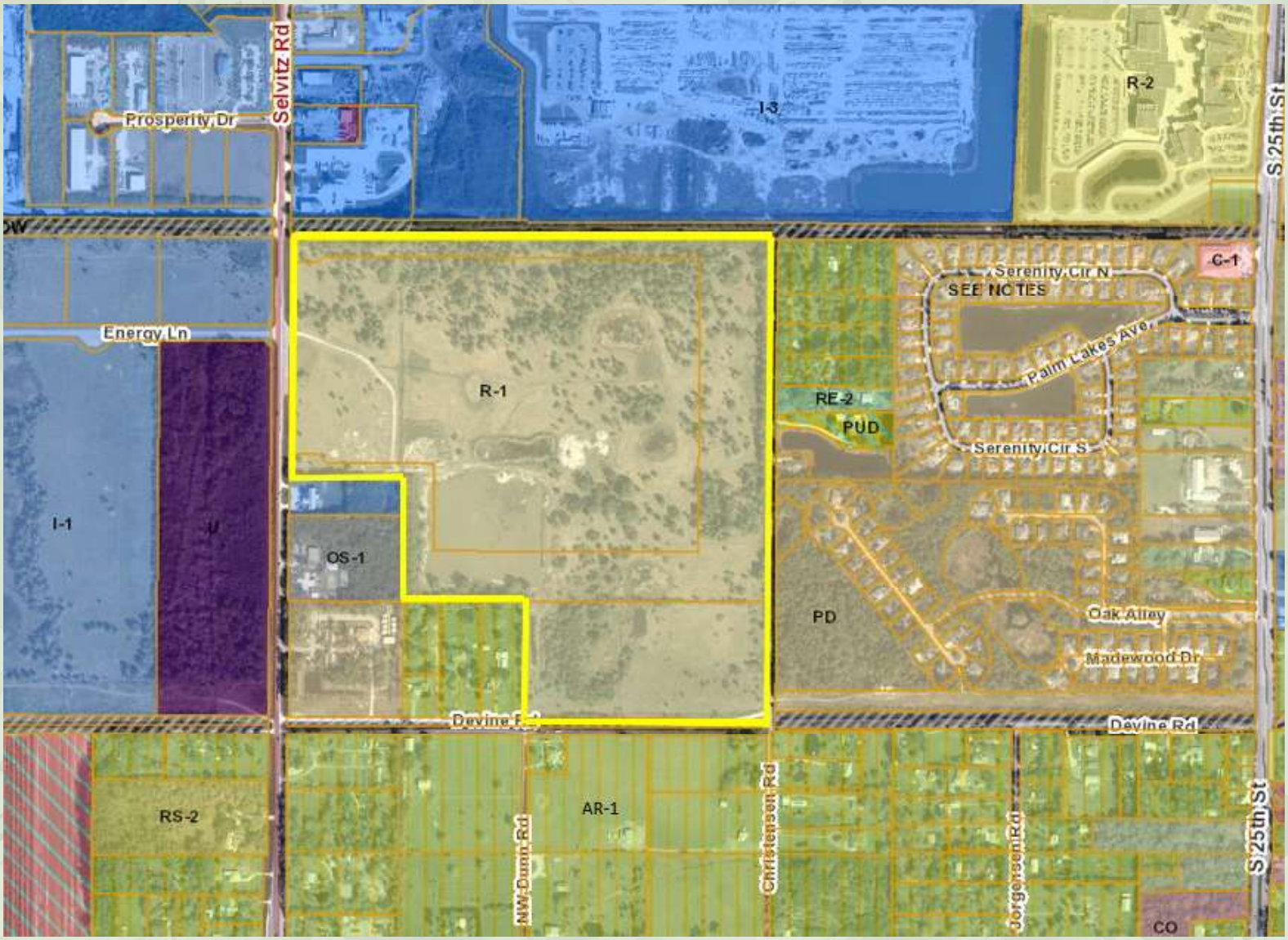
# FLUM | Existing Future Land Uses




## Selvitz Road Mixed-Use

*City of Fort Pierce, FL*

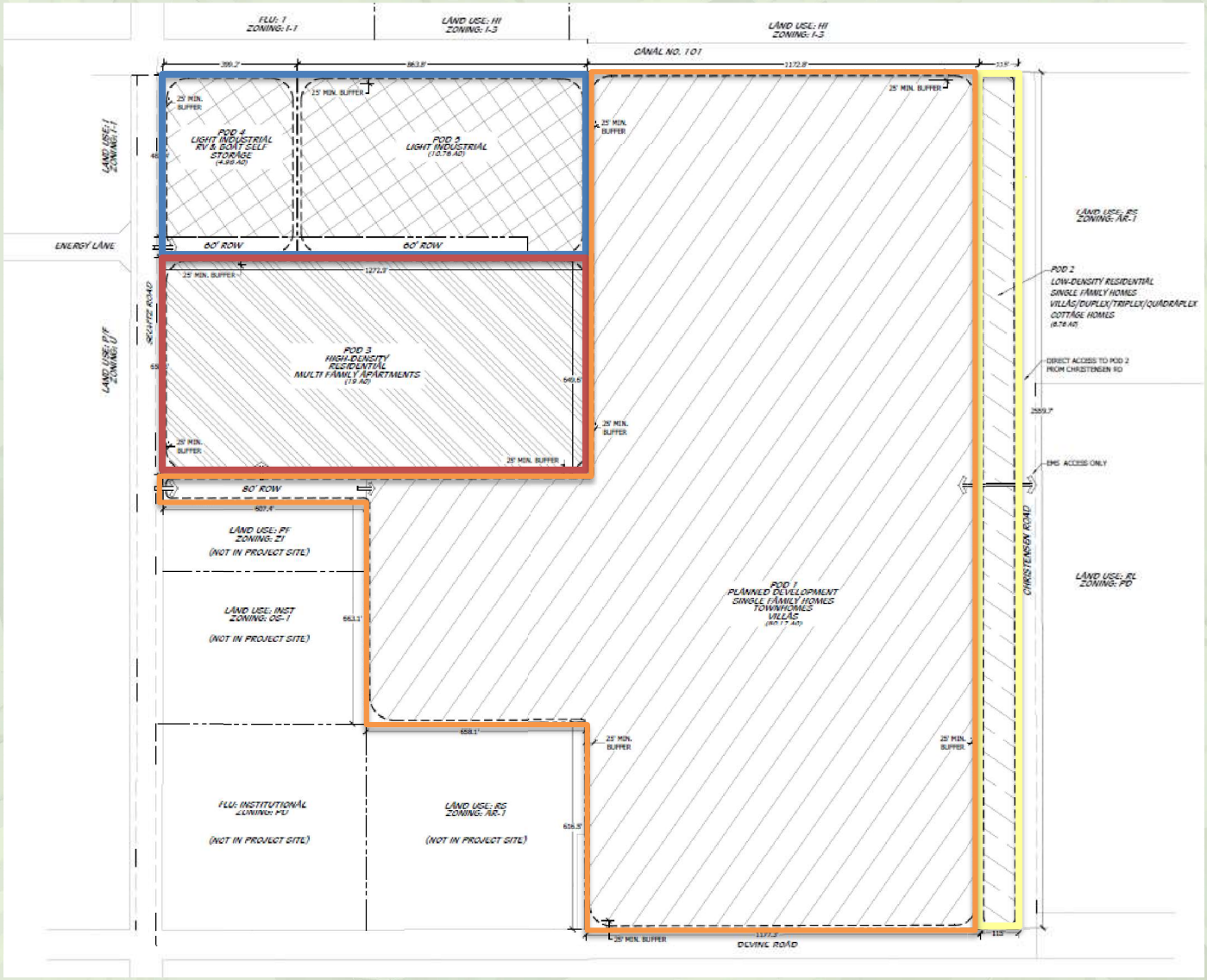
# Zoning | Existing Zoning Designations




**Selvitz Road Mixed-Use**

*City of Fort Pierce, FL*

# Planned Development | Bubble Plan




**Selvitz Road Mixed-Use**

*City of Fort Pierce, FL*

# Conclusion |

FLUMA – agree with staff recommendation of **approval**

PD Rezoning – agree with staff recommendation of **approval with 16 conditions**

# Thank you |

Cotleur & Hearing

Questions?

Comments for rezoning of property on Christensen, Selvitz & Devine Roads, July 12, 2023
Bill & Jill Sunderland, 4640 Christensen Road. Fort Pierce, FL 34981

We are present today at this City of Fort Pierce Zoning Planning Committee meeting to record our objections to the rezoning request of the property located on the NE Corner of Selvitz Road and Devine Road, which will also heavily impact the residents of Christensen Road. It is important for this committee to know that homeowners who will be impacted by this potential zoning change were not properly notified by U.S. Mail that this rezoning request was submitted. The only notification we saw was a small rezoning hearing sign placed on July 8th, 2023 on Divine Road, which is dirt, but most of the residents don't use it so weren't aware of this meeting. With only a few days' notice, most of the residents are unable to attend today's meeting, hence the low turnout of residents. The last time this rezoning application was submitted, the residents packed City Hall to express their disapproval.

My husband and I have owned our property on Christensen Road for over 30 years. It is a wonderful rural community where people enjoy the outdoors. You can always find neighbors safely walking, riding their bicycles and children playing in the spacious yards. We also have pets, like dogs, cats, horses, cows, goats & chickens. Everyone has space to grow and live a good life.

Most of the houses on Christensen & Devine Roads are 3-5 acre plots, zoned R-1-low residential density. This rezoning proposal drastically increases the density by changing 122 acres into Mixed Use Development with a concept plan of adding 800+ units, mostly high density and if approved, it could have a capacity of over 2,000 units. This will have a substantially negative impact on the area. POD 2 is listed as 6.76 acres with a proposal of adding up to 74 units. Can you please explain how that many units is considered low-density residential? Keeping less than 7 acres for single-family does not seem appropriate for the area. We are also concerned with POD 1 having an indicated 400 - 2,000 units on 80 acres listed as a planned development. The concept plan does not make it clear how occupants of this development will be entering or leaving this development.

Traffic is another major concern. Christensen Road & Divine Road (which is just dirt), are both substandard roadways according to the Fort Pierce Public Works Department. These roads do not have proper drainage or shoulders and are identified as 50' wide. To help with the current traffic load, the county placed a "local traffic, no cut through" sign to reduce the traffic that cuts through from Christensen to Devine over to Selvitz. If this development is approved, the increase in traffic will be significantly more than these roads can accommodate. The plan also proposes adding up to 74 units that will enter/exit directly onto Christensen Road. Selvitz Road is two lanes and already in bad shape, West Midway Road is only two lanes west of Selvitz Road. This proposal estimates 1,600 – 5,000 vehicles per day traveling to and from this development. Can you please explain how these roads will be able to handle this volume? Who will pay for all the road upgrades needed if this unnecessary and unreasonable rezoning proposal is approved?

Our community is on private wells and septic tanks. What are the expected additional costs that current homeowners in the area will have to pay to provide the water and sewage needs of a development this large. The proposed 800 + units will also impact the fire and police departments, and waste disposal services. How will this development affect the property values of current residents? Is it anticipated that current homeowners will lose property for road upgrades and sidewalks?

As evidenced by overdeveloped communities in Florida south of Saint Lucie County, developers come into these beautiful rural areas, develop high-density units, leave most of the infrastructure upgrade costs to the

community, make a fortune, then leave. Current homeowners get stuck with the bad roads, all the traffic congestion and overloading of already overtaxed government services on all levels.

We do not want to see our beautiful community turn into another congested, traffic-ridden area like Port Saint Lucie or West Palm Beach. Please keep our open spaces for people to enjoy living in Fort Pierce.

There are numerous research studies that prove people are happier and heathier when they have space to spread out and enjoy the natural areas around them. The people of the City of Fort Pierce and Saint Lucie County have so many parks and nature areas, so we must think it's important.

Please DO NOT approve this rezoning request.

Thank you for your time and consideration of our objections to this rezoning request.

Cotleur & Hearing

# Selvitz Road Mixed-Use

## Future Land Use Map Amendment and Planned Development Rezoning

July 12, 2023

Planning Board Meeting

City of Fort Pierce, Florida

# Project Team |

**Applicant – Donald Stevenson**

**Landscape Architects and Planners – Cotleur & Hearing**

- Daniel Sorrow, PLA, AICP, LEED AP BD+C
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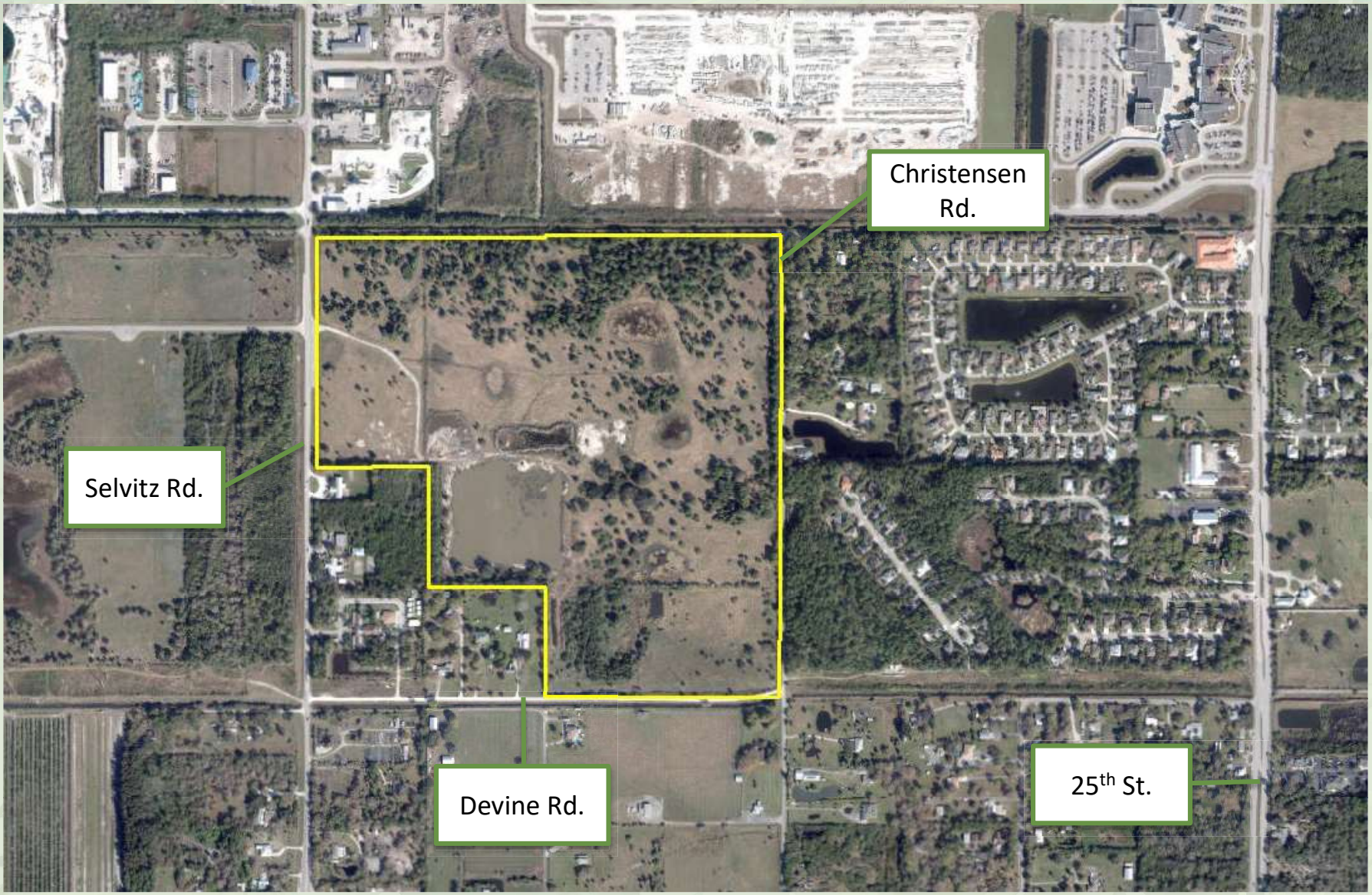
# Location | Context Road Network

Cotleur & Hearing



# Aerial | Existing Conditions

Cotleur & Hearing



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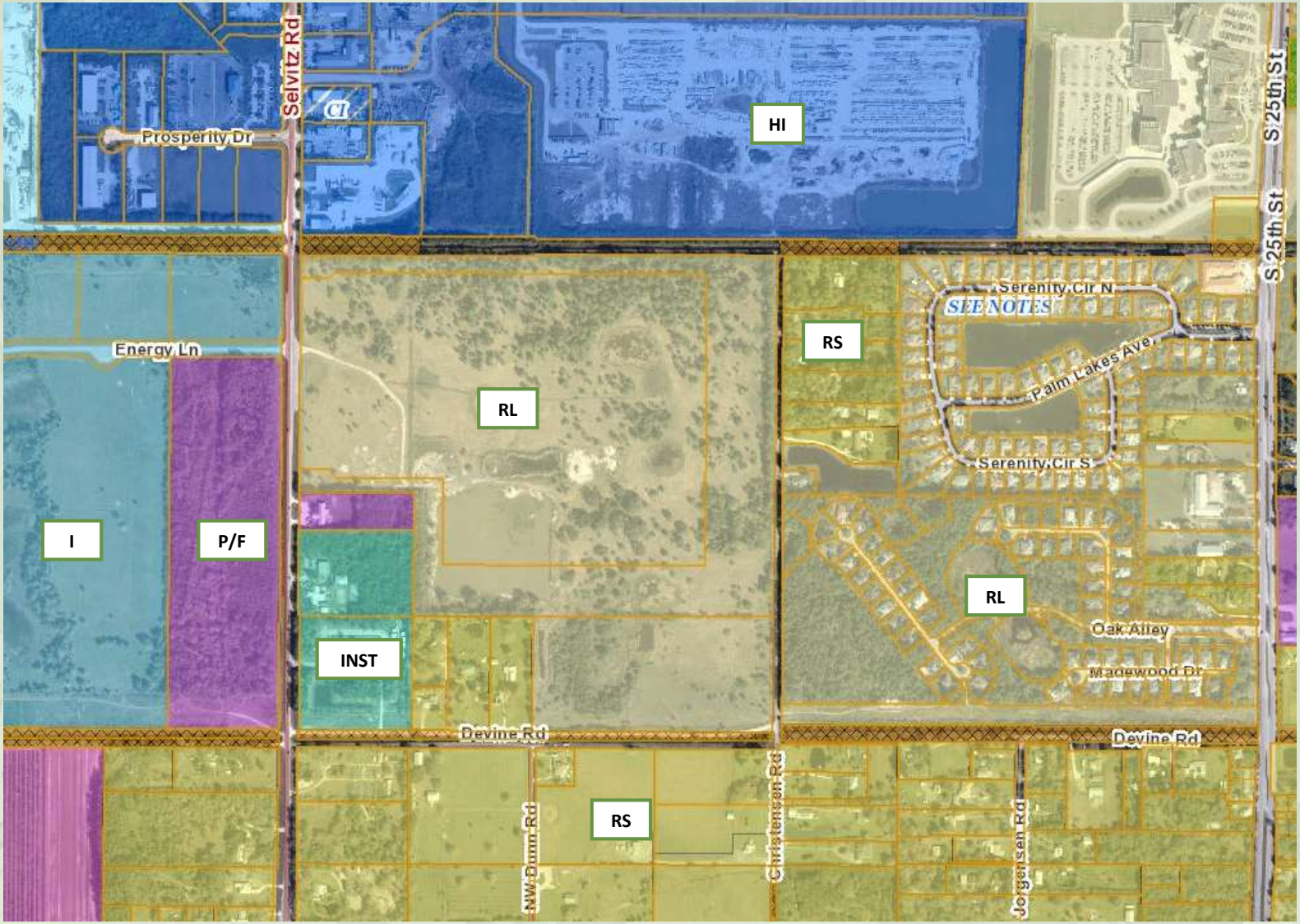
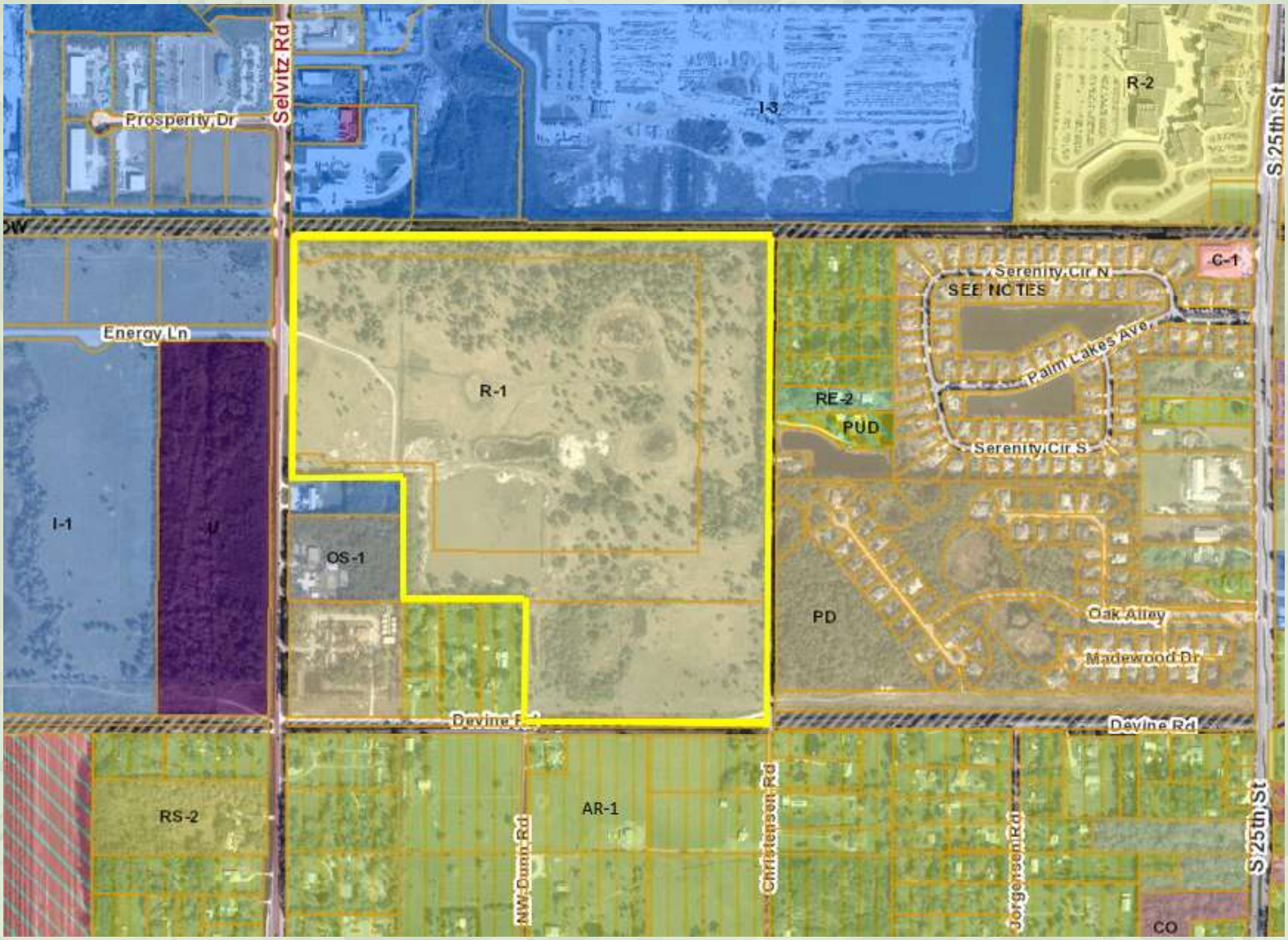



## Selvitz Road Mixed-Use

*City of Fort Pierce, FL*

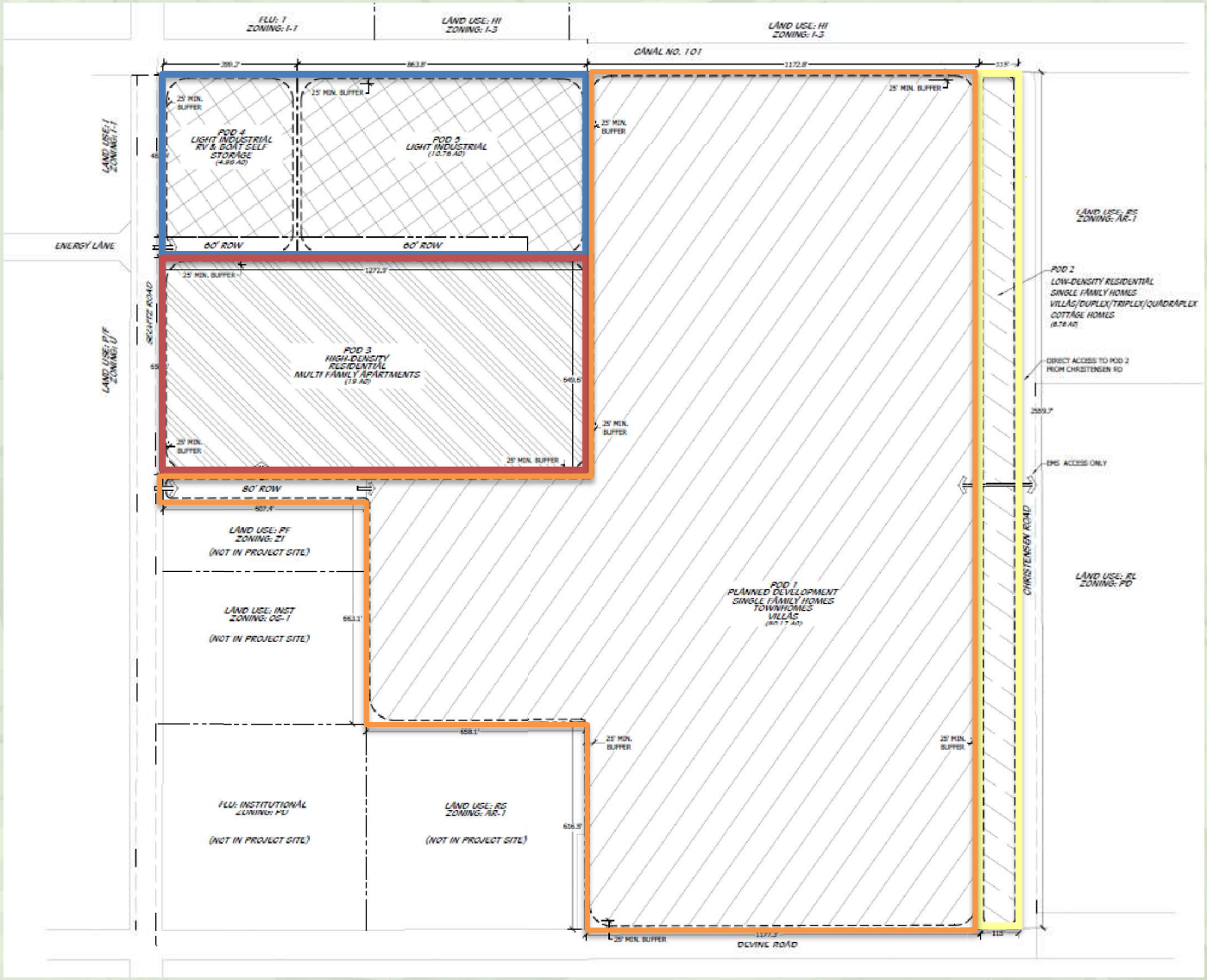
# Zoning | Existing Zoning Designations




**Selvitz Road Mixed-Use**

*City of Fort Pierce, FL*

# Planned Development | Bubble Plan




**Selvitz Road Mixed-Use**

*City of Fort Pierce, FL*

# Conclusion |

FLUMA – agree with staff recommendation of **approval**

PD Rezoning – agree with staff recommendation of **approval with 16 conditions**

# Thank you |

Cotleur & Hearing

Questions?

Comments for rezoning of property on Christensen, Selvitz & Devine Roads, July 12, 2023
Bill & Jill Sunderland, 4640 Christensen Road. Fort Pierce, FL 34981

We are present today at this City of Fort Pierce Zoning Planning Committee meeting to record our objections to the rezoning request of the property located on the NE Corner of Selvitz Road and Devine Road, which will also heavily impact the residents of Christensen Road. It is important for this committee to know that homeowners who will be impacted by this potential zoning change were not properly notified by U.S. Mail that this rezoning request was submitted. The only notification we saw was a small rezoning hearing sign placed on July 8th, 2023 on Divine Road, which is dirt, but most of the residents don't use it so weren't aware of this meeting. With only a few days' notice, most of the residents are unable to attend today's meeting, hence the low turnout of residents. The last time this rezoning application was submitted, the residents packed City Hall to express their disapproval.

My husband and I have owned our property on Christensen Road for over 30 years. It is a wonderful rural community where people enjoy the outdoors. You can always find neighbors safely walking, riding their bicycles and children playing in the spacious yards. We also have pets, like dogs, cats, horses, cows, goats & chickens. Everyone has space to grow and live a good life.

Most of the houses on Christensen & Devine Roads are 3-5 acre plots, zoned R-1-low residential density. This rezoning proposal drastically increases the density by changing 122 acres into Mixed Use Development with a concept plan of adding 800+ units, mostly high density and if approved, it could have a capacity of over 2,000 units. This will have a substantially negative impact on the area. POD 2 is listed as 6.76 acres with a proposal of adding up to 74 units. Can you please explain how that many units is considered low-density residential? Keeping less than 7 acres for single-family does not seem appropriate for the area. We are also concerned with POD 1 having an indicated 400 - 2,000 units on 80 acres listed as a planned development. The concept plan does not make it clear how occupants of this development will be entering or leaving this development.

Traffic is another major concern. Christensen Road & Divine Road (which is just dirt), are both substandard roadways according to the Fort Pierce Public Works Department. These roads do not have proper drainage or shoulders and are identified as 50' wide. To help with the current traffic load, the county placed a "local traffic, no cut through" sign to reduce the traffic that cuts through from Christensen to Devine over to Selvitz. If this development is approved, the increase in traffic will be significantly more than these roads can accommodate. The plan also proposes adding up to 74 units that will enter/exit directly onto Christensen Road. Selvitz Road is two lanes and already in bad shape, West Midway Road is only two lanes west of Selvitz Road. This proposal estimates 1,600 – 5,000 vehicles per day traveling to and from this development. Can you please explain how these roads will be able to handle this volume? Who will pay for all the road upgrades needed if this unnecessary and unreasonable rezoning proposal is approved?

Our community is on private wells and septic tanks. What are the expected additional costs that current homeowners in the area will have to pay to provide the water and sewage needs of a development this large. The proposed 800 + units will also impact the fire and police departments, and waste disposal services. How will this development affect the property values of current residents? Is it anticipated that current homeowners will lose property for road upgrades and sidewalks?

As evidenced by overdeveloped communities in Florida south of Saint Lucie County, developers come into these beautiful rural areas, develop high-density units, leave most of the infrastructure upgrade costs to the

community, make a fortune, then leave. Current homeowners get stuck with the bad roads, all the traffic congestion and overloading of already overtaxed government services on all levels.

We do not want to see our beautiful community turn into another congested, traffic-ridden area like Port Saint Lucie or West Palm Beach. Please keep our open spaces for people to enjoy living in Fort Pierce.

There are numerous research studies that prove people are happier and heathier when they have space to spread out and enjoy the natural areas around them. The people of the City of Fort Pierce and Saint Lucie County have so many parks and nature areas, so we must think it's important.

Please DO NOT approve this rezoning request.

Thank you for your time and consideration of our objections to this rezoning request.

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February 7, 2023

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950
772-467-3741

**Project Name:** Selvitz Road Mixed-Use

**Project Type:** Planned Development Rezoning

**Project Number:** TRC 22-06000008

Dear Vennis,

Please accept this comment response letter for the final TRC comments provided on December 15, 2022. Revised documents and plans are included in this resubmittal. Please note that staff comments have been divided into two response letters for the two separate applications. Not all staff comments are shown on both response letters.

**Engineering Department**

1. Preliminary plat approval is required prior to issuance of DPCR approval.

Response: Acknowledged, a plat application will be submitted at the appropriate time.

Traffic Report

2. Selvitz Road, Devine Road, and Christensen Road are Saint Lucie County roadways. Other roadways impacted by the proposed development are either Saint Lucie County or FDOT. Please coordinate the Traffic Report with Saint Lucie County, FDOT, and the St. Lucie TPO. Please provide their concurrence or comments with subsequent submittal.

Response: St. Lucie County provided comments. The study will be send to the TPO and FDOT.

1. Page 3- confirm historical growth rate with St. Lucie TPO; confirm negative 4.5% growth rate for 25th Street.

Response: Confirmed. Growth rate for the period from 2017 to 2021 on this road was negative.

2. How was data for 2020/2021 handled with regard to COVID impacts?

Response: MEP used FDOT data and TPO data, which adjusts for seasonality and day of the week. No specific Covid Adjustments were made.

3. Page 4- Long Term project for Midway Road is from Glades Cut Off Road to Jenkins Road.

Response: Limits of project on page 4 have been revised.

Environmental Report

4. The report references that State and Federal jurisdictional wetlands are present on site. Please provide an updated survey and development plan depicting the location and size of these wetlands.

Response: Please see issued ERP from the SFWMD depicting wetland limits and acreages. The updated survey attached shows these wetlands.

5. Advisory Comment: Prior to conducting any land disturbing activities the applicant shall provide the appropriate Gopher Tortoise survey.

Response: A Gopher Tortoise survey will be submitted prior to any land clearing activities.

Survey Comments

6. The submitted survey did not include any topographic information, please provide the appropriate topographic survey as per Section 119.

Response: Please see updated Boundary and Topographic Survey signed 1/25/23.

Site Plan Comments

7. Drainage Statement on Sheet 1 of 2 conflicts with Drainage Statement dated September 7, 2022. Please coordinate site discharge/outfall locations. The applicant shall be made aware that the drainage review is strictly conceptual at this time and will be reviewed in depth at time of DPCR submittal.

Response: The drainage statement on Sheet 1 of the site plan has been made consistent with the Drainage Statement from September 2022.

8. The submitted Site Plan was drawn to a scale of 1" = 200', please provide a site plan prepared at a maximum scale of 1" = 60' as per the requirements specified in the City of Fort Pierce Code of Ordinances.

Response: This is a conceptual bubble plan and the scale being requested at this time is not warranted due to the lack of detail being presented at this time.

9. The site plan shall identify all lake buffers/lake maintenance area, proposed amenities, drainage easements widths, roadway widths, cul-de-sac radius, etc.

Response: This is a conceptual bubble plan, therefore these elements are not shown on the plan itself. Please see the typicals provided with right-of-way standards. Minimum cul-de-sac turnaround radius of 50ft has been added to the development standard table on Sheet 2 of the Concept Plan.

10. Site Plan submittal does not include (Per Fort Pierce Code of Ordinances Section 125-313 (a)c):
    - Location of existing telephone and power poles and access to utilities and points of utility hookups.

- Dimensions of all existing and proposed parking areas and loading areas, along with a lighting plan which shows illumination of all parking areas, as well as interior and immediately adjoining streets, at levels consistent with this Code.
- Location of dumpsters with details of any enclosures.
- Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for 100 feet in all directions.
- Contour lines at one-foot intervals.
- A note indicating that all storm drainage facilities shall conform to Chapters 119 and 121 and the Standard Specifications adopted by the city commission on February 13, 1973, as amended.

Response: Many of these items are not applicable to a conceptual bubble plan and will be provided at Site Plan submission. The storm drainage note has also been added as requested.

11. How do POD 2 residents access a roadway? This department would not support driveway cuts onto Christensen Road.

Response: Christensen Road has existing driveway connections north and south of Devine Road and should not be restricted from having driveway cuts for the proposed Pod 2.

12. There is a disclosure on the plan that states *the plan is an artist's illustration of the generalized concept which is on of many alternative solutions…* Is this plan subject to change? If so, should this not be submitted as a Conceptual Plan?

Response: The plan has been updated to be more of a "bubble plan" and no longer shows the level of detail that was originally presented.

13. Identify the proposed housing for each Pod and provide the appropriate lot layout for each pod as the layouts provided on plan sheet 2 do not identify what pod the lot is associated with.

Response: Per Vennis Gilmore's request and comments, the conceptual plan being resubmitted is not showing the road network, pod layout, lake locations, etc for each pod. This level of detail will be presented at Site Plan submission for each Pod.

14. The plan identifies proposed right-of-way in variable widths. Please be aware that the City of Fort Pierce requires a minimum right-of-way width of 60'.

Response: As these are private roadways within a PD, 50' and 40' right-of-ways are permitted. The 50' ROW will be present throughout Pod 1 for single-family lot access. The 40' ROW would be present throughout townhome areas to provide an enhanced character.

15. The site plan shall show the proposed roadways complete with curb and sidewalks for all interior roadways.

Response: Please refer to the response for comment 15 above.

16. Update the plan to show the roadway improvements within the 80' R/W accessing Selvitz Road.

Response: These ROW improvements within the 80' ROW are shown in the typical on Sheet 2. Any further detail will be shown at site plan submittal.

17. The plan shall include the location of all stop signs and stop bars.

Response: These will be shown at site plan level when roads have been laid out.

18. Provide the required sidewalks along Selvitz, Devine, and Christensen roadways or proof of fee in lieu of the sidewalk construction. Being as these are SLC roadways determination of construction or payment shall be at the County's direction.

Response: As the applicant is in the initial stages of a land use amendment and PD rezoning, these improvements are not being shown on the PD plan at this time.

**Building Department Technical Review Committee (TRC)**

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.

Response: Acknowledged.

2. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

Response: Construction will meet the requirements of the Florida Building Code 7th Edition.

3. Must meet the following Accessibility requirements:
    - Accessible route
    - Handicapped parking spaces
    - Means of egress

Response: The future site plan applications for this project will show these accessibility requirements.

4. Building Permit required.

Response: Building permits will be applied for at the appropriate time.

5. Signed and sealed construction drawings required.

Response: Construction drawings will be provided with upcoming site plan submittals.

6. Will need to meet the Fire Code.

Response: The development will be in compliance with the Fire Code.

**Fort Pierce Police Department TRC Meeting**

1. No comments at this time regarding the project itself. With regarding to the City of Fort Pierce Strategic Planning, please bear in mind the addition of nearly 600 family homes may require consideration with regards to policing services and the impact upon the department's responses to calls for service.

Response: Acknowledged.

**Fort Pierce Utilities Authority**

FPUA W/WW Engineering

1. Concept approved.
   Water and wastewater (via force main) services are available to serve the subject property. 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 attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468.

Response: Acknowledged.

FPUA Electric & Gas Engineering

1. Electric & Gas Engineering Department has reviewed the application – TRC Selvitz Rd – 4200 Selvitz rd. Approved.

   Electric service- 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). 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

   Note: FPUA will make every effort to accommodate new developments and upgrades to existing services as much as possible with on-hand material, while maintaining a responsible maintenance stock. However, in most cases, the provision of service is entirely dependent on the lead times provided by equipment manufacturers. Certain key items could be unobtainable for over a year.

Response: Acknowledged.

**Bureau of Fire Prevention**

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

Response: A complete fire department application, along with the application fee, is being submitted to the St. Lucie County Fire District along with this resubmittal.

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

Response: Fire District application fee was submitted along with the CD with review materials.

3. Please send the Fire District electronic plans for the site and buildings.

Response: Conceptual bubble plan was submitted to the fire district. Buildings have not yet been finalized and will be included as part of individual site plan reviews in the future.

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

Response: Acknowledged. This will be submitted at Site Plan level review.

5. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1.16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5).

Response: Acknowledged.

6. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow fore 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.

Response: Acknowledged. This will be presented in more detail at Site Plan review.

7. The minimum acceptable cul-de-sac radius is 50 feet to the edge of the pavement.

Response: Acknowledged.

8. Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.

Response: Acknowledged. This will be shown on the Site Plan applications in future.

9. The Fire District reserves the right for future comments at the site plan & building construction phase.

Response: Acknowledged.

10. FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150’ from FD access roads as measured by an approved route around the exterior of the building or facility. (450’ for NFPA 13, 13D, 13R sprinklered protected buildings).

Response: Acknowledged, this information will be shown in more detail at site plan submittal.

11. 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.

Response: A truck exhibit will be provided with site plan submittals for each phase.

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June 16, 2023

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950
772-467-3741

**Project Name:** Selvitz Road Mixed-Use
**Project Type:** Planned Development
**Project Number:** TRC 22-06000008

Dear Vennis,

Please accept this comment response letter for the final TRC comments provided in April 2023. Revised documents and plans are included in this resubmittal. Please note that staff comments have been divided into two response letters for the two separate applications. Not all staff comments are shown on both response letters.

**Traffic Reviewer**

1. Table 7 Trip Generation – Rezoning shows a greater number of AM peak hour and PM peak hour rezoning trips than Table 5 – Proposed Future Land Use with Restrictions. Please revise intensities within Table 7 to calculate a PD zoning trip generation less than or equal to FLU trips within Table 5.

Response: The trip generation of the rezoning (Table 7) is more than the future land use (table 5) because the rezoning assumes no current use on the land and thereby provides a conservative analysis of the impact of the rezoning to the adjacent roadway network. No changes to the report are needed.

If you have any questions regarding this project, please do not hesitate to contact us at 561-747-6336.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Cotleur & Hearing

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May 9, 2023

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950
772-467-3741

**Project Name:** Selvitz Road Mixed-Use

**Project Type:** Future Land Use Map Amendment and Planned Development

**Project Number:** TRC 22-06000008

Dear Vennis,

Please accept this comment response letter for the final TRC comments provided in April 2023. Revised documents and plans are included in this resubmittal. Please note that staff comments have been divided into two response letters for the two separate applications. Not all staff comments are shown on both response letters.

**Planning Department**

1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, the Planned Development Final Site Plan must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): *Phasing*. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking, or the traffic flow of the completed phases. A development phasing schedule indicating:
    a. The approximate date when construction of the project can be expected to begin.
    b. The number of phases in which the project will be built and the approximate date when construction for each phase can be expected to begin and be completed.
    c. A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

Response: Comment acknowledged. Phasing of the project will comply with City Code Sections 125-212(b)(6) and 125-212(c)(1)(c). This note has been added to Sheet 1 of the PD Plan.

2. Per City Code Section 125-212(c)(1)(e), any site plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

Response: All future site plan applications will be in compliance with the Fort Pierce Code Sections or with the standards and regulations listed on pages 1 and 2 of the PD site plan.

3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).

Response: Acknowledged, the proposed bubble plan depicts the required open space breakdown and meets the requirement for 20%.

4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

Response: A major PD amendment will be submitted for the single-family PD portion of this project. The villa section to the east, multifamily area, and light industrial area will be in compliance with the development standards and codes listed on this PD rezoning bubble plan.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of the Planned Development Zoning.

Response: Acknowledged, per Section 125-212(b), the PD Site Plan that was submitted for this application, along with the additional submittal items provided for this rezoning, is found in compliance. This compliance is in form of the listed development standards and regulations listed on the plan.

6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

Response: Per the environmental assessment provided, a wetland jurisdictional determination was performed on site under Permit No. 56-03396-P. This documentation was provided to the City in this application and will also be provided at time of future applications for this site.

7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

Response: Per the environmental assessment provided, gopher tortoise burrows were not present during the July 12, 2022, pedestrian transect survey of the entire site, confirming this requirement. This will also be provided at time of future applications.

8. Prior to submittal of Final PD site plan, and if required by the USDWS, a Wood Stork Foraging Habitat Assessment shall be carried out on site.

Response: Acknowledged.

9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site Plan.

Response: A detailed stormwater and drainage plan will be submitted for each individual site plan application for the subsequent phases of development.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

Response: Comment acknowledged. Currently, the property is owned by three entities, Selvitz I, Selvitz II, and Selvitz III. These are all owned by the applicant, Don Stevenson. Unified control will be maintained for the PD consistent with City code.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

Response: This information is included in the PD Site Plan that is currently under review for approval. The subsequent site plan applications for each phase will provide further details on the location of buildings, parking areas, etc, and will be in compliance with the standards set forth in the PD Site Plan.

12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units, parcel sizes, proposed lot coverage of buildings and structures, residential gross densities, total amount of open space, and total amount of nonresidential acreage.

Response: This information is included in the PD Site Plan, please see Sheet 1 and 2 of the PD plan.

13. The Final PD site plan shall include all agreements, provisions, and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

Response: Comment acknowledged. Any future site plan or PD amendment plan will provide platted dedications of maintenance responsibilities.

14. The Final PD site plan shall contain the following information, at minimum:
    a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.

Response: Landscape typicals are included in the PD Rezoning application. More detailed landscape plans and irrigation plans will be provided at individual phase Site Plan submittals.

    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.

Response: These will be provided at time of individual phase Site Plan submittals.

    c. The location, size and height of present and proposed buildings and structures.

Response: Maximum building heights and building types are listed in the development standards table. Location will be determined at time of site plan submittal.

    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.

Response: Roadways and other common area spaces for public use will be provided and dedicated on the subdivision plat drawings.

    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.

Response: Vehicular systems as described will be provided and dedicated on the subdivision plat drawings.

    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.

Response: Pedestrian circulation will be provided and dedicated on the subdivision plat drawings.

    g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

Response: This level of detail is not available at “bubble plan” level, it will be shown at site plan application.

    h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

Response: A buffer typical section is shown on Sheet 1 of the conceptual Landscape Plan, which includes a 6’-8’ wall or fence. The rest of these items will be shown at site plan application and are not appropriate for a bubble plan.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

Response: Acknowledged, this will be done prior to issuance of any Building Permit.

16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

Response: Acknowledged, this will be done at the appropriate time.

**Engineering Department**

1. The Engineering Department recommends approval of the FLUMA and PD applications.

Response: Acknowledged.

Traffic Report

2. Selvitz Road, Devine Road, and Christensen Road are Saint Lucie County roadways. Other roadways impacted by the proposed development are either Saint Lucie County or FDOT. Please coordinate the Traffic Report with Saint Lucie County, FDOT, and the St. Lucie TPO. Please provide their concurrence or comments with subsequent submittal.

Response: Acknowledged.

Environmental Report

3. Is there any indication the Crested Caracara will be impacted?

Response: The habitat on site is highly disturbed and not likely utilized by the crested caracara. Most sightings in this area are found west of I-95. We do not feel they would use this site being as isolated and disturbed as it currently is.

4. Prior to conducting any land disturbing activities, the applicant shall provide the appropriate Gopher Tortoise survey.

Response: A 100% gopher tortoise survey will be provided prior to clearing activities.

General Comments

5. City Code Section 125-212 lists the requirements for submittal of a PD. While the information provided in this submittal does not meet the full requirements of the aforementioned section, per coordination with the Planning Department it is understood that this is a conceptual submittal "bubble plan" and future submittals will meet code requirements.

Response: As discussed with City of Fort Pierce Planning staff and Planning Director, the conceptual "bubble plan" is sufficient for the PD rezoning application in place. Once the PD rezoning is approved, a site plan application will be filed for each individual phase. These site plans will comply with the standards and regulations established in this conceptual PD plan or Fort Pierce code, and will therefore not require a PD amendment, as there will be nothing to amend in the approved PD.

6. Drainage is preliminary, a full review will be completed at future submittals. Permits from SFWMD and NSLRWCD will be required.

Response: The SFWMD Permit No. 56-03396-P issued in September 2016 was included as an item in the last submittal.

**Traffic Reviewer**

1. Please clarify how historical growth rates were calculated within Table 2.

Response: The average annual growth rate on each road segment is estimated using a best-fit-line. The resulting slope of the line is an annual daily growth rate in vehicles. The annual growth in daily vehicle traffic on each road was totaled (total annual growth). The most current AADT volume on each road was totaled (total network volume). The total annual growth was divided by the total network volume to arrive at the weighted average growth rate for the area.

Future Land Use Change Analysis

2. Please include an Industrial (I) future land use within the proposed maximum future land use analysis for the project site.

Response: The study uses retail and office use, which is more conservative related to trip generation and impact.

3. Please verify the proposed future land use intensities provided in Table 1A. It appears the maximum residential intensity should be 737 dwelling units which provides a remainder of 4,814,251 square feet (assuming a maximum FAR of 1.5) that can be used for retail, office, and industrial uses.

Response: The maximum number of dwelling units is 1,842 (15 x 122.8) because the proposed use is MXD, which allows for full use of the property for density purposes.

4. Please use ITE Land Use 210 – Single-Family Detached Housing for the existing future land use and zoning trip generation as this land use is more intense than ITE Land Use 215 – Single-Family Attached Housing.

Response: Acknowledged, the study is updated to Use Land 210 for the existing FLU.

Rezoning Analysis

5. Please verify the land uses and intensities within Table 1B match the conceptual site plan.

Response: The residential use was increased to 799 Dus to match the PD plan.

6. Please verify the most intense land use code that is allowable for each zoning designation is utilized within the rezoning analysis.

Response: The analysis is revised to include office as an existing use within the PD light industrial district because it is permitted within I-1.

7. Please verify the maximum rezoning number of dwelling units matches for the Single-Family Attached land use (ITE LUC 215) within table 1B, Rezoning Analysis – Maximum Use section, and Table 7.

Response: The residential use was increased to 799 Dus to match the PD plan and conservatively 474 Dus could be single family detached homes.

8. Please verify the roadway segment limits and associated capacities match the latest St. Lucie TPO Traffic Counts and LOS Report within the roadway segment analysis. If planned roadway capacity improvements have construction funding within the study horizon, please include within the analysis.

Response: The roadway segments and capacities will be adjusted to match the St. Lucie TPO traffic counts and LOS Report for this analysis. The St. Lucie TPO capacities are now 10 years out of date from current FDOT standards and will not continue to be used in the future.

If you have any questions regarding this project, please do not hesitate to contact us at 561-747-6336.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

12. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.

Response: Acknowledged. Please see right-of-way typical sections which show 20ft of roadway width (10ft each way)

13. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.

Response: There are no one-way roadways within the proposed PD.

14. A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.

Response: Acknowledged. This will be shown at site plan level.

15. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

16. Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

17. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See “Needed NFPA Fire Flow Calculator Spreadsheet”.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

18. 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).

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

19. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

20. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (15) feet as a vehicle travels.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

21. Minimum Size of Water Mains
    The minimum size if water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

22. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

23. Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.

Response: Acknowledged. This comment is not relevant at FLUMA and PD rezoning level.

**SLC Public Works- Engineering**

1. The proposed project imposes a considerable increase in allowable traffic loading that may not be supportable at this time with existing infrastructure. The plans do not indicate any mitigation/improvements to the area infrastructure to support the increase. The County requests more public benefits for the additional impacts.

Response: Mitigation/Improvements will be identified through the site plan application and traffic concurrency process. The current study is for a future land use amendment and rezoning only.

1. Advisory: Selvitz Road is identified on the County's Right-Of-Way Protection Plan. A ROW Dedication of up to 30 FT will be required along Selvitz Road. The amount will be determined upon response and further evaluation.

Response: Acknowledged. ROW dedication will be identified through the site plan application. The current application is for a future land use amendment and rezoning only.

2. A minimum 6 FT sidewalk is required along adjacent Selvitz road Right-of-Way. The Board of County Commissioners may authorize the applicant to pay a Fee-in-lieu of construction of the sidewalk. Advisory: Selvitz Road is identified on the County's Greenways and Trails Master Plan. A 12 FT wide Multi-Use path may be required. The specifics are to be determined.

Response: Acknowledged. Improvements and conditions will be identified through the site plan process. The current application is for a future land use amendment and rezoning only.

3. Christensen Road is a substandard roadway. The existing width is identified as 50'. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 10 will be required for dedication.

Response: Acknowledged. ROW dedication will be identified through the site plan application. The current application is for a future land use amendment and rezoning only.

4. Devine Road is a substandard roadway with the current path located entirely with the NSLWCD ROW. Per SLC Codes, the minimum ROW for urban roadways is 70'. Up to 70 will be required for dedication.

Response: Acknowledged. ROW dedication will be identified through the site plan application. The current application is for a future land use amendment and rezoning only.

5. A minimum 5 FT sidewalk is required along adjacent Christensen and Devine Road Right-of-Ways. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk.

Response: Acknowledged. Improvements and conditions will be identified through the site plan process. The current application is for a future land use amendment and rezoning only.

6. If a County Comprehensive Plan amendment is necessary for this project, that filing is the responsibility of the applicant.

Response: There is no need for a St. Lucie County Comprehensive Plan Amendment for this project to move forward as it is entirely within Fort Pierce.

7. The TIA will be provided to a third party for review and comments. Please provide written acknowledgement of fee reimbursement to begin the review process.

Response: Acknowledged. The current application is for a future land use amendment and rezoning only.

8. Page 4 of the TIA indicates Short-Term programmed roadways. The County does not have Edwards Roadway west of 25$^{th}$ Street programmed. The Long-Term roadways are identified as needs. At this time, no budget prep has begun. The adopted ROWPM identifies Selvitz as an ultimate 160' ROW.

Response: The statement is removed from the report. However, be aware that the County's Capital Improvement Plan (shown on PDF page 46) identifies Edward Road widening and allocates $13,500,000 between FY 2024 and FY 2026.

9. There appears to be conflicting information in the trip allowance. This will be further evaluated with the review of the report.

Response: The future land use amendment traffic study recommends limiting the maximum use that can be constructed on the land to maintain compliance with the 2045 Long Range Transportation Plan.

10. The proposed layout includes as access at Energy Lane. This will require signalization. The southern proposed access will require further evaluation on the allowable movements based on the proximity to a signalized intersection.

Response: Any access shown on the zoning plan is conceptual in nature and will be evaluated in further detail during the site plan application process.

11. For discussion regarding these comments and response, please contact me at 772-462-1491, haysd@stluciecounty.org.

Response: Acknowledged.

If you have any questions regarding this Planned Development Rezoning application, please do not hesitate to contact us at 561-747-6336.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# Application for Zoning Atlas Map Amendment

**Application submission shall include the following:**

•**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

**In addition to a complete application, packets shall include:**

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other Conceptual Plan

1. Property Address/Location: Selvitz Rd between Devine Rd and Canal 101
2. Property Tax ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4
3. Total Acreage: 122.8 +/-
4. Existing Future Land Use Designation: RL
5. Existing Zoning Classification: R-1
6. Proposed Zoning Classification: PD
7. Other applications being submitted concurrent with this application, if any: land use amendment to MXD

8. Describe the existing uses, improvements and structures on the amendment lands: There are currently no existing structures or improvements on the project site.

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: The PD zoning and concurrent MXD land use amendment would better suit the area and provide greater opportunity for compatible development with adjacent low density residential and industrial uses.

## 11. CAPACITY ANALYSIS

### I. Site Data:

| | Existing Use | Future Land Use | Zoning |
|---|---|---|---|
| **North** | Industrial | HI | I-3 |
| **South** | Residential, Institutional | RS (SLC), INST | AR-1 (SLC), OS-1 |
| **East** | Residential | RL, RS (SLC) | PD, AR-1 (SLC) |
| **West** | Vacant | I | I-1 |

| | Future Land Use | Zoning Classification | Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage | Total Acreage | Flood Zone |
|---|---|---|---|---|---|
| **Current** | RL | R-1 | <4 du/ac | 122.8 | X |
| **Proposed** | MXD | PD | Gross 4.85 du/ac | 122.8 | 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)<br>Other: 0.125 gallons per day per square foot 0.125 x 678,229 = 84,779 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| Current Zoning | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| Proposed Zoning | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| **Change in Demand** | **Total gallons per day** 111,819 gpd proposed increase |

| **B. Wastewater:** | |
|---|---|
| Average Use | Residential: 100 gallons per day per person<br>(du x 2.6= persons x 100 gpd = demand)<br>Other: 0.1 gallons per day per square foot 0.1 x 678,229 sf = 67,823 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| Current Zoning | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| Proposed Zoning | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| **Change in Demand** | **Total gallons per day** 94,863 gpd proposed increase |

**C. Parks and Recreation (Residential Classifications Only):** 1,547 + 44,227 = 45,774
(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 | 0 | 30.940 | 30.94 |
| **Urban District** | 5 acres per 1,000 people | 0 | 7.735 | 7.735 |
| **Community** | 2.5 acres per 1,000 people | 0 | 3.867 | 3.867 |
| **Neighborhood** | 1.36 acres per 1,000 people | 0 | 2.104 | 2.104 |

**D. Public Schools (Residential Classifications Only):**
Single Family: (du x 0.405 = students/70% K-8/30% High) SF: 244du
Multi-family: (du x 0.207 = students/70% K-8/30% High) MF: 351du

| | K-8 | High |
|---|---|---|
| **School Name** | West Gate K-8 | Fort Pierce High School |
| **City** | Port St. Lucie | Fort Pierce |
| **Distance** | 5.8 miles | 2.7 miles |
| **Current Zoning Enrollment Demand** | 491 units x 0.405 = 199 students x 70% = 139 | 491 units x 0.405 = 199 students x 30% = 60 |
| **Proposed Zoning Enrollment Demand** | (244 x 0.405)+(351 x 0.207) = 172 students x 70% = 120 | (244 x 0.405)+(351 x 0.207) = 172 students x 30% = 52 |
| **Change in Demand** | -19 | -8 |

**E. Solid Waste:**
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** | 66 yards serve 491 |
| **Proposed Zoning** | 79 yards serves 565 |
| **Change in Demand** | 13 yards |

**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** | TBD |

## III. Transportation Analysis

| **G. Traffic** Most recent ITE Code for use; HCM Roadway Capacity | | |
|---|---|---|
| | **AADT** | **AM/PM Peak Hour Trips** |
| **Demand Analysis** | Maximum | Maximum |
| **Current Zoning** | 4116 | 299/418 |
| **Proposed Zoning** | 6375 | 496/536 |
| **Change in Demand** | Trips 2259 | Trips 197/118 |
| **Impact to Capacity** | Capacity is adequate for rezoning | |

**12.** Name of Owner(s): Selvitz I LLC, Selvitz II LLC, Selvitz III LLC - Donald Stevenson
Mailing Address: 631 US Hwy 1, Suite 409
City North Palm Beach State FL Zip 33408
Phone # 561-653-1104
E-mail: ds@usrex.com

**13.** Name of Applicant: Cotleur & Hearing - Daniel Sorrow
Mailing Address: 1934 Commerce Ln, Suite 1
City Jupiter State FL Zip 33458
Phone # 561-747-6336 Fax #
E-mail: dsorrow@cotleur-hearing.com

**14.** Name of Representative: Same as Applicant
Mailing Address:
City State Zip
Phone # Fax #
E-mail:

**15. Applicant Acknowledgements** (Owner's signature must be notarized)

I certify that: (Check One)

☐ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

D. T. S. 10.20.22

Applicant's Signature Date

# LANDSCAPE DATA

**SITE ACREAGE** 122.80

**POD 1 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DU/AC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERVIOUS | 10% MIN |

**TREE REQUIREMENTS**
5 TREE MINIMUM / SINGLE FAMILY RESIDENCE OR TWO FAMILY RESIDENCE
1 TREE / 3,000 SF OF OPEN SPACE FOR COMMON AREA
1 TREE / VUA ISLAND

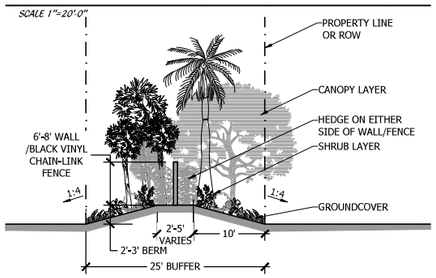
* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

**PERMITTED RESIDENTIAL UNIT TYPES**
MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**LITTORAL REQUIREMENTS**
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

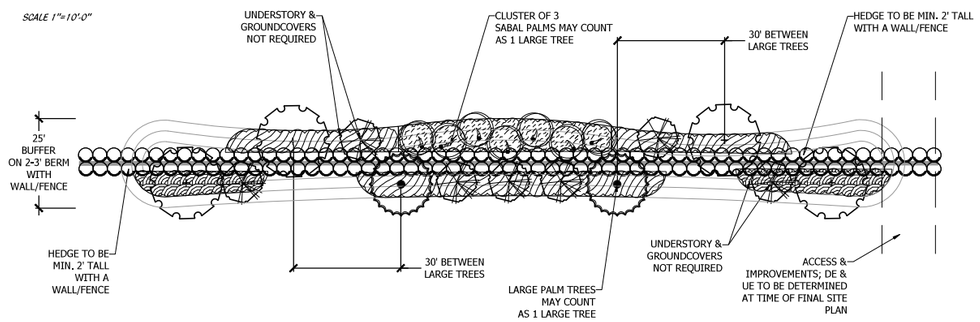
**NOTE:**
*LANDSCAPE PLANS WILL BE SUBMITTED AT TIME OF INDIVIDUAL SITE PLAN REVIEW FOR EACH POD.
*LAKES / STORMWATER DETENTION AREAS CAN BE PROVIDED THROUGHOUT THE PROJECT SITE AND ARE NOT REQUIRED TO BE LOCATED AT FRONT OF ACCESS DRIVE / FRONT PROPERTY.

# 25' LANDSCAPE BUFFER TYPICAL

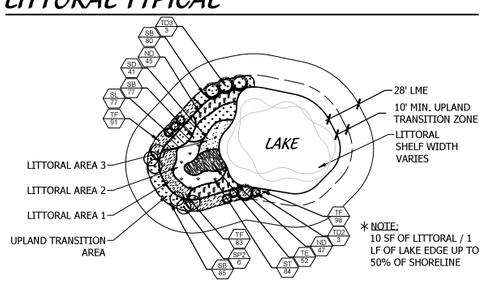



# TYPICAL BUFFER PLANT LIST

| | | BOTANICAL NAME | COMMON NAME | REMARKS |
|---|---|---|---|---|
| | TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
| | LJ45 | LIGUSTRUM JAPONICUM | JAPANESE PRIVET | MULTI-STEM, LIMB UP 2.5` |
| | QV | QUERCUS VIRGINIANA | LIVE OAK | FULL CANOPY, 5` C.T. MIN. |
| | PALM TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
| | RE | ROYSTONEA REGIA | ROYAL PALM | MATCHED, FLORIDA FANCY |
| | PALMS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | SS2 | SABAL PALMETTO | CURVED CABBAGE PALM | MIX S & C CURVED TRUNKS, SLICK, CHARACTER, UNIQUE CURVES |
| | SHRUBS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | CLD7 | CLUSIA GUTTIFERA | SMALL-LEAF CLUSIA | FULL & THICK |
| | GROUND COVERS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | CG | CHRYSOBALANUS ICACO `GREEN TIP` | COCOPLUM | FULL & THICK |
| | FG | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | FULL & THICK |
| | TF | TRIPSACUM FLORIDANA | DWARF FAKAHATCHEE GRASS | FULL & THICK |



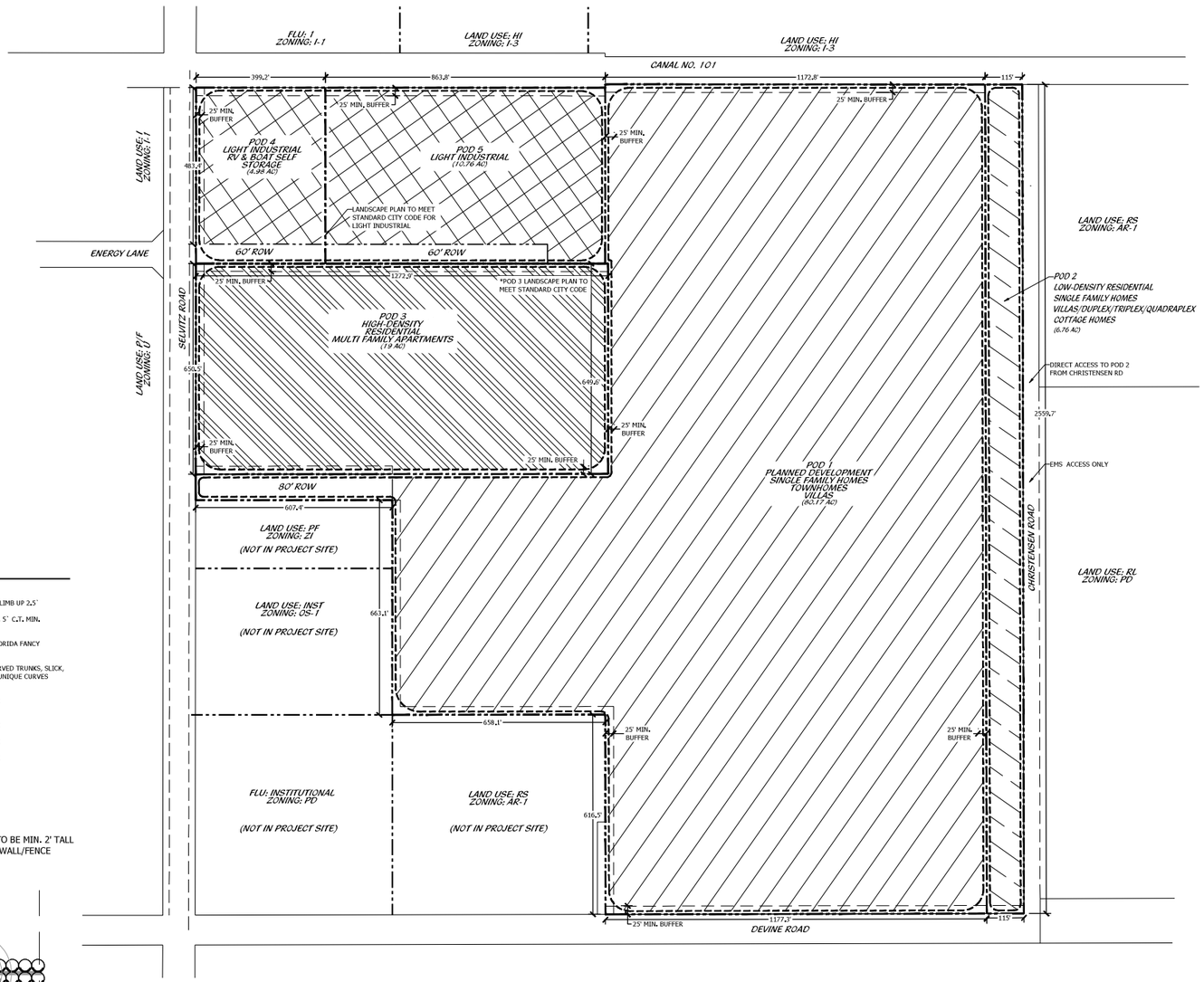

# LITTORAL TYPICAL



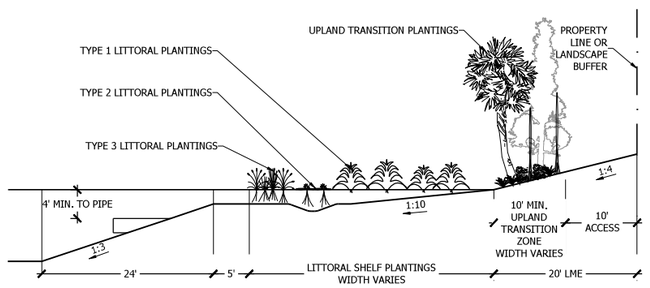

* NOTE:
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

# TYPICAL LITTORAL PLANT LIST

| | | BOTANICAL NAME | COMMON NAME | REMARKS |
|---|---|---|---|---|
| | TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
| | TD2 | TAXODIUM DISTICHUM | BALD CYPRESS | FULL CANOPY |
| | TD3 | TAXODIUM DISTICHUM | BALD CYPRESS | FULL CANOPY |
| | TD1 | TAXODIUM DISTICHUM | BALD CYPRESS | FULL CANOPY |
| | PALM TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
| | SP2 | SABAL PALMETTO | SABAL PALMETTO | SLICK TRUNK |
| | LITTORAL PLANTINGS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | ND | NYMPHAEA ODORATA | WATER LILY | FULL PLUGS |
| | SD | SAGITTARIA LANCIFOLIA | DUCK POTATO | FULL & THICK |
| | SL | SAGITTARIA LATIFOLIA | BROADLEAF ARROWHEAD | FULL & THICK |
| | ST | SCIRPUS TABERNAEMONTANI | SOFT STEM BULRUSH | FULL & THICK |
| | SB | SPARTINA BAKERI | SAND CORD GRASS | FULL & THICK |
| | TE | THALIA GENICULATA 'RUMINOIDES' | RED STEM FIRE FLAG | FULL & THICK |
| | TF | TRIPSACUM FLORIDANA | DWARF FAKAHATCHEE GRASS | FULL & THICK |




# LITTORAL TYPICAL SECTION




# LEGEND

**LIGHT INDUSTRIAL**
INCLUDING SELF-STORAGE FACILITIES

**RESIDENTIAL**
**HIGH DENSITY RESIDENTIAL**
**MEDIUM DENSITY RESIDENTIAL**
**LOW DENSITY RESIDENTIAL**

# PLANNED DEVELOPMENT LANDSCAPE PLAN

0' 100' 200' 400' 600' 800'

Scale: 1" = 200'-0"

North


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239


SELVITZ ROAD
Ft. Pierce, Florida

DESIGNED PRP/LAH
DRAWN PRP/LAH
APPROVED DTS
JOB NUMBER 21-1214
DATE 05-10-23
REVISIONS

SHEET 1 OF 2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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

# LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE CITY OF FORT PIERCE CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE, THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE CITY OF FORT PIERCE CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

# LANDSCAPE SPECIFICATIONS

**1. GENERAL LANDSCAPE REQUIREMENTS**

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION, ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE, ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

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 OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH 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.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE, ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK, SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

| PLANT SIZE | 16-7-12 | AGRIFORM TABLETS (21 GRAM) |
|---|---|---|
| 1 GAL. | 1/4 LB. | 1 |
| 3 GAL. | 1/3 LB. | 3 |
| 7-15 GAL. | 1/2 LB. | 6 |
| 1"-6" CALIPER | 2 LBS./1" CALIPER | 2 PER 1" CALIPER |
| 6" AND LARGER | 3 LBS./1" CALIPER | 2 PER 1" CALIPER |

'FLORIDA EAST COAST PALM SPECIAL' SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

**2. PLANTING TREES**

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

**3. PLANTING SHRUBS**

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

**4. PLANTING GROUND COVER**

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

**5. PLANTING LAWNS**

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS, ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES STEEPER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

**6. MISCELLANEOUS LANDSCAPE WORK**

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

# TYPICAL PLANT LIST

| TREES | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| BGS | BOUGAINVILLEA X `PALM BEACH PURPLE` | PURPLE BOUGAINVILLEA STANDARD | 30 GAL | 1.5" CAL | 6` OA | N | STANDARD, FULL & THICK |
| CLDS* | CLUSIA GUTTIFERA | CLUSIA TREE | 65 GAL | 2" CAL | 14` HT, X 5` SPRD., | Y | FULL CANOPY, STANDARD, 4` CT |
| CE* | CONOCARPUS ERECTUS | GREEN BUTTONWOOD | 45 GAL | 2" CAL | 12`-14` HT, 4`-6` SPRD | Y | FULL CANOPY, STANDARD, SINGLE TRUNK |
| CES* | CONOCARPUS ERECTUS `SERICEUS` | SILVER BUTTONWOOD | 45 GAL | 2" CAL | 12`-14` HT, 4`-6` SPRD | Y | FULL CANOPY, STANDARD, SINGLE TRUNK |
| ED45 | ELAEOCARPUS DECIPIENS | JAPANESE BLUEBERRY TREE | 45 GAL | 2" CAL | 7`-8` OA | N | FULL & THICK CANOPY, SHEARED CONICAL SHAPE, BECKER |
| ED | ELAEOCARPUS DECIPIENS | JAPANESE BLUEBERRY TREE | 65 GAL | 2,5" CAL | 9`-10` OA | N | CONICAL, FULL TO BASE, MATCHED, BECKER |
| JAT25 | JATROPHA INTEGERIMA | JATROPHA | 25 GAL | 1,5" CAL | 5`-6` OA | N | FULL & THICK, MULTI-STEM, FLORIDA FANCY |
| LJ65 | LIGUSTRUM JAPONICUM | JAPANESE PRIVET | 65 GAL | MULTI TRUNK | 9`-10` OA | N | FULL CANOPY, MULTI-STEM, LIMB UP |
| QV* | QUERCUS VIRGINIANA | LIVE OAK | 65 GAL | 2,5" CAL | 12`-14` OA | Y | FULL CANOPY, 5` C.T. MIN. |
| QV1* | QUERCUS VIRGINIANA | LIVE OAK STREET TREE | FIELD GROWN | 4" CAL | 18`-22` HT | Y | FULL & THICK, DOUBLE DUG ROOT BALL, SKYCLIMBER |
| AD2 | VEITCHIA MERRILLII-ADONIDIA | DOUBLE TRUNK CHRISTMAS PALM | 15 GAL | NA | 6` - 8` CT | N | FULL CANOPY, DOUBLE TRUNK, MATCHED |

| PALM TREES | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| BN | BISMARKIA NOBILIS `SILVER` | SILVER BISMARK PALM | FIELD GROWN | NA | 4` - 6` CT | N | FULL CANOPY, SUN GROWN |
| CH2 | CHAMAEROPS HUMILIS | EUROPEAN FAN PALM | 45 GAL | MULTI TRUNK | 4`-5` OA | N | MULTI TRUNK, FULL CANOPY |
| HL | HYOPHORBE LAGENICAULIS | BOTTLE PALM | 30 GAL | NA | 5`-6` OA. HT. | N | FULL & THICK |
| HL2 | HYOPHORBE LAGENICAULIS TRIPLE | TRIPLE BOTTLE PALM | 45 GAL | NA | 5`-6` OA. HT. | N | FULL & THICK, 3 TRUNK |
| PR | PHOENIX ROBELENII | PYGMY DATE PALM | 25 GAL | NA | 5` OA. 5` SPRD | N | MULTI-TRUNK, FULL CANOPY, 3 TRUNK MIN. |
| PHS | PHOENIX SYLVESTRIS | SYLVESTER DATE PALM | FIELD GROWN | NA | 4`-6` HT | N | STRAIGHT TRUNK, FULL CANOPY, MATCHED, DIAMOND CUT |
| PEA3 | PTYCHOSPERMA ELEGANS | TRIPLE ALEXANDER PALM | FIELD GROWN | NA | 10`-12` C.T. | N | FULL CANOPY, MATCHED, TRIPLE STEM |
| PEA2 | PTYCHOSPERMA ELEGANS | DOUBLE ALEXANDER PALM | FIELD GROWN | NA | 6` CT | N | FULL CANOPY, DOUBLE STEM, MATCHED |
| PEA | PTYCHOSPERMA ELEGANS | ALEXANDER PALM | FIELD GROWN | NA | 8` CT | N | FULL CANOPY, SINGLE TRUNK |
| RE* | ROYSTONEA REGIA | ROYAL PALM | FIELD GROWN | NA | 8` CT | Y | MATCHED, FLORIDA FANCY |
| TR* | THRINAX RADIATA | THATCH PALM | 25 GAL | NA | 4`-5` HT. X 5` SPRD. | Y | FULL & THICK |
| AM1 | VEITCHIA MERRILLII | SINGLE TRUNK CHRISTMAS PALM | FIELD GROWN | NA | 10` CT | N | FULL CANOPY, SINGLE TRUNK, MATCHED |
| AM2 | VEITCHIA MERRILLII DOUBLE | DOUBLE CHRISTMAS PALM | FIELD GROWN | NA | 8`-10` CT | N | FULL CANOPY, 2 TRUNK |
| AM3 | VEITCHIA MERRILLII TRIPLE | TRIPLE CHRISTMAS PALM | FIELD GROWN | NA | 6`-8` CT | N | FULL CANOPY, 3 TRUNK |
| AD1 | VEITCHIA MERRILLII-ADONIDIA | SINGLE TRUNK CHRISTMAS PALM | FIELD GROWN | NA | 10` C.T. | N | FULL CANOPY, SINGLE TRUNK, MATCHED |
| VM3 | VEITCHIA MONTGOMERYANA | TRIPLE MONTGOMERY PALM | B & B | NA | 10`-12` C.T. | N | TRIPLE TRUNK, FULL CANOPY |
| VM1 | VEITCHIA MONTGOMERYANA | MONTGOMERY PALM | FIELD GROWN | NA | 10` CT | N | FULL AND THICK, FLORIDA FANCY |
| VM2 | VEITCHIA MONTGOMERYANA | DOUBLE MONTGOMERY PALM | FIELD GROWN | NA | 8` CT, DOUBLE TRUNK | N | FULL AND THICK, FLORIDA FANCY, DOUBLE TRUNK |

| SHRUBS | BOTANICAL NAME | COMMON NAME | CONT | SIZE | SPACE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| AB | AECHMEA BLANCHETIANA | RASPBERRY BROMELIAD | 3 GAL | 30" X 30" | AS | N | FULL & THICK, SUN GROWN |
| APN | AECHMEA `PINOT NOIR` | PINOT NOIR BROMELIAD | 7 GAL | 24" X 24" | AS. | N | FULL & THICK, SUN GROWN |
| AGB | AGAVE AMERICANA `GAINSVILLE BLUE` | GAINSVILLE BLUE AGAVE | 7 GAL | 36" X 36" | AS | N | FULL & THICK |
| AI | ALCANTAREA IMPERIALIS | IMPERIALIS BROMELIAD | 7 GAL | 24" X 24" | 2` OC | N | FULL & THICK, SUN GROWN |
| BG | BOUGAINVILLEA `PALM BEACH PURPLE` | PALM BEACH PURPLE BOUGAINVILLEA | 7 GAL | 3` X 3` BUSH | AS | N | FULL, SPECIMEN, DENSE FOLIAGE ONLY |
| CI* | CHRYSOBALANUS ICACO | RED TIP COCOPLUM | 7 GAL | 18" X 18" | 3` OC | Y | FULL & THICK |
| CLD7* | CLUSIA GUTTIFERA | SMALL-LEAF CLUSIA | 7 GAL | 36" X 36" | 3` OC | Y | FULL & THICK, FLORIDA FANCY |
| CVP | CODIAEUM VARIEGATUM `PETRA` | PETRA CROTON | 7 GAL | 36" X 36" | AS | N | FULL & THICK |
| CODS | CODIAEUM VARIEGATUM `STOPLIGHT` | STOPLIGHT CROTON | 7 GAL | 24" X 24" | 2.5` OC | N | FULL & THICK |
| CM | CODIAEUM X `MAGNIFICENT` | MAGNIFICENT CROTON | 3 GAL | 24" X 24" | 2.5` OC | N | FULL & THICK |
| CQ | CRINUM AUGUSTUM `QUEEN EMMA` | `QUEEN EMMA` CRINUM | 15 GAL | 3`-4` OA | AS | N | FULL & THICK |
| IX2 | IXORA `NORA GRANT` | PINK IXORA | 3 GAL | 24" X 24" | 2` OC | N | FULL & THICK |
| JAT2 | JATROPHA INTEGERIMA | JATROPHA | 15 GAL | 3`-4` OA | AS | N | FULL & THICK, MULTI-STEM, FLORIDA FANCY |
| PC2 | PODOCARPUS MACROPHYLLUS | PODOCARPUS COLUMN | 15 GAL | 6` HT. X 3` SPRD. | AS | N | FULL & THICK, COLUMNAR |
| PM7 | PODOCARPUS MACROPHYLLUS `MAKI` | PODOCARPUS | 7 GAL | 36" OA | 2` OC | N | FULL & THICK |
| SAV2 | SCHEFFLERA ARBORICOLA | GREEN SCHEFFLERA | 5 GAL | 30" X 30" | 2.5` OC | N | FULL & THICK |
| SA2 | SCHEFFLERA ARBORICOLA `TRINETTE` | DWARF VARIEGATED SCHEFFLERA | 3 GAL | 24" X 24" | 2.5` OC | N | FULL & THICK |
| SR | STRELITZIA REGINAE | ORANGE BIRD OF PARADISE | 7 GAL | 36" X 24" | AS | N | FULL & THICK |
| VA | VIBURNUM ODORATISSIMUM | SWEET VIBURNUM | 7 GAL | 36" X 30" | 3` OC | N | FULL & THICK |
| VS7 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 7 GAL | 36" X 36" | 3` OC | N | FULL & THICK |

| GROUND COVERS | BOTANICAL NAME | COMMON NAME | CONT | SIZE | SPACE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| CMG | CARISSA MACROCARPA `GREEN CARPET` | GREEN CARPET NATAL PLUM | 3 GAL | 18" X 18" | 1.5` OC | N | FULL & THICK |
| CG* | CHRYSOBALANUS ICACO `GREEN TIP` | COCOPLUM | 3 GAL | 18" X 18" | 2.5` OC | Y | FULL & THICK |
| CL2* | CLUSIA GUTTIFERA | SMALL-LEAF CLUSIA | 3 GAL | 30" X 24" | 3` O.C. | Y | FULL & THICK, FLORIDA FANCY |
| CGN | CLUSIA GUTTIFERA `NANA` | DWARF CLUSIA | 3 GAL | 24" X 24" | 2` OC | N | FULL & THICK |
| CV4 | CODIAEUM X `MAGNIFICENT` | MAGNIFICENT CROTON | 7 GAL | 30" X 30" | 2.5` OC | N | FULL & THICK |
| FG | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | 3 GAL | 18" X 18" | 2` OC | N | F

# SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0005-000-3 |
| PARCEL 2 | 2432-211-0005-000-5 |
| PARCEL 3 | 2432-343-0001-000-4 |

| **POD BREAKOUT** | **ACREAGE** | **PRIMARY USE** |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DU/AC | 6.5 |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
| OTHER | 7.56 AC MINIMUM |

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DU/AC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERV | 10% MIN |

**PERMITTED RESIDENTIAL UNIT TYPES**

MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4000 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**

* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**

*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
*SEPARATE SITE PLANS WILL BE REQUIRED FOR EACH POD AT TIME OF FINAL DEVELOPMENT APPROVAL.
*ANY PHASING MUST COMPLY WITH CITY CODE SECTIONS 125-212(b)(6) AND 125-212(c)(1).

# PARKING

**APARTMENTS:** 1 SPACE PER 1 BD
2 SPACES PER 2,3 BD

**OTHER RESIDENTIAL:** 2 SPACES PER UNIT

**LIGHT INDUSTRIAL:** REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE

# LEGAL DESCRIPTION

**SELVITZ I, LLC**

TRACT AA PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINTOF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET;THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

**SELVITZ II, LLC**

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4,ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCENORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET;THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

**SELVITZ III, LLC**

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THERE FROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

**CONTAINING**: 5,349168 SQUARE FEET OR 122.8 ACRES, MORE OR LESS.

# TRAFFIC STATEMENT

ALL OF THE ROADWAY SEGMENTS ARE PROJECTED TO OPERATE ACCEPTABLY WITH THE PROPOSED REZONING EXCEPT MIDWAY ROAD FROM EAST TORINO PARKWAY TO JENKINS ROAD/MILNER ROAD. BECAUSE THIS ROAD IS FAILING IN THE EXISTING/BACKGROUND CONDITION, IT IS THE RESPONSIBILITY OF THE MAINTAINING AGENCY TO CORRECT THE EXISTING DEFICIENCY AND IT IS NOT A RESPONSIBILITY OF THE APPLICANT (CHAPTER 163.3180 (5) F.S.). THEREFORE, THE PROPOSED REZONING MEETS THE TRANSPORTATION REQUIREMENTS OF THE CITY'S CODE.

# DRAINAGE STATEMENT

PER THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT ISSUED IN SEPTEMBER 2016, PERMIT NUMBER 56-03396-P, THE SITE HAS NO DISCHARGE AND WILL RETAIN 100% OF ITS STORMWATER RUNOFF, FUTURE DEVELOPMENT WILL BE ENGINEERED TO ENSURE RUNOFF IS APPROPRIATELY DRAINED AND WILL NOT AFFECT SURROUNDING PROPERTIES.

ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 119 AND 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

# PROJECT TEAM

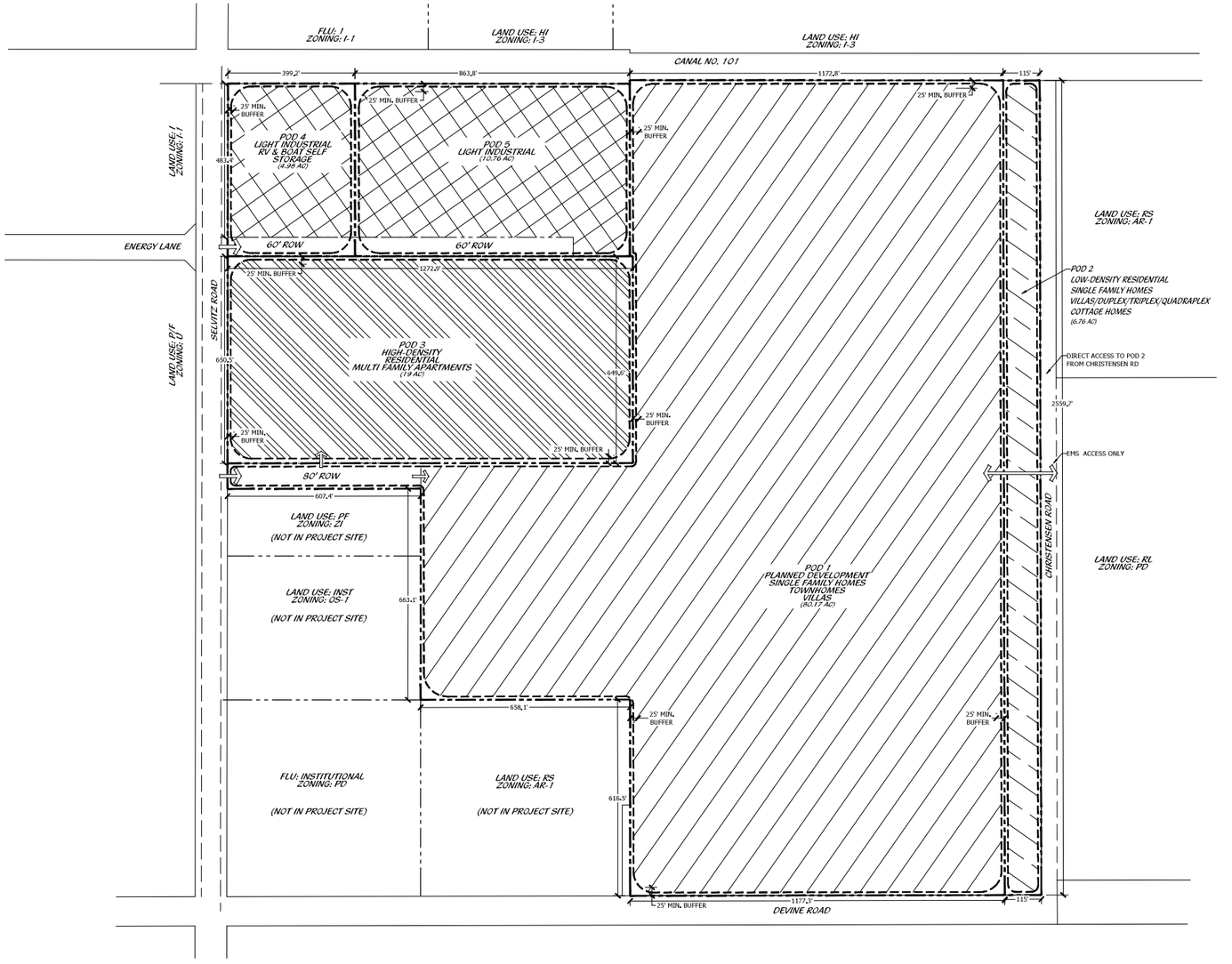

**OWNER/CLIENT:**
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

**AGENT/LANDSCAPE ARCHITECT/PLANNER:**
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

**SURVEYOR:**
DAVID LIDBERG
LIDBERG LAND SURVEYING
675 WEST INDIANTOWN RD, SUITE 200
JUPITER, FL 33458
561.746.8454

**ENVIRONMENTAL:**
DREW GATEWOOD
ADVANCED RESTORATION ECOLOGY
2593 NE ROBERTA ST
JENSON BEACH, FL 34957
772.242.7200

**TRAFFIC:**
SHAUN MACKENZIE
MACKENZIE ENGINEERING AND PLANNING
1172 SW 30TH ST, SUITE 500
PALM CITY, FL 34910
772.286.8030


# LEGEND

**LIGHT INDUSTRIAL**
INCLUDING SELF-STORAGE FACILITIES

***ACCESS POINT**

**RESIDENTIAL**

**HIGH DENSITY RESIDENTIAL**
**MEDIUM DENSITY RESIDENTIAL**
**LOW DENSITY RESIDENTIAL**

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

*NOTE: LOCATION AND CONFIGURATION OF ALL DEVELOPMENT PARCELS, LAKES, AND OPEN SPACE WILL BE FULLY DELINEATED DURING THE POD SITE PLAN PROCESS.

# PLANNED DEVELOPMENT SITE PLAN

0' 100' 200' 400' 600' 800'

Scale: 1" = 200'-0"

North


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239


# SELVITZ ROAD

Ft. Pierce, Florida

DESIGNED PRP/LAH
DRAWN PRP/LAH
APPROVED DTS
JOB NUMBER 21-1214
DATE 05-10-23
REVISIONS



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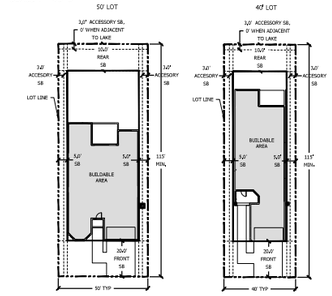
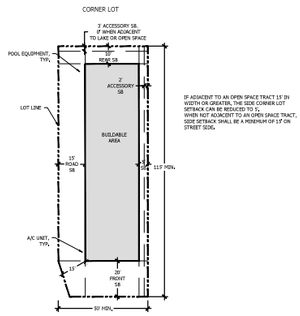
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

## TYPICAL LOT LAYOUTS

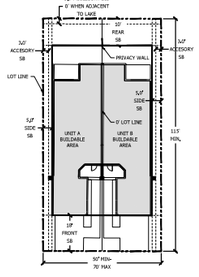
SCALE 1"=40'-0"




## TYPICAL VILLA LAYOUT

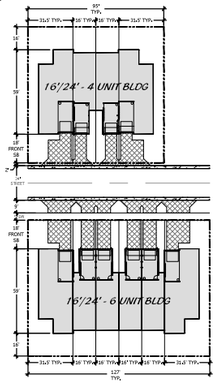
SCALE 1"=40'-0"




## TYPICAL TOWNHOME LAYOUT

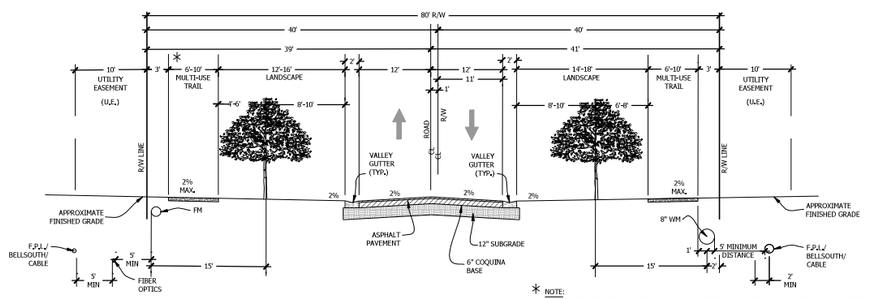
16'/24' PRODUCT

SCALE 1"=30'-0"



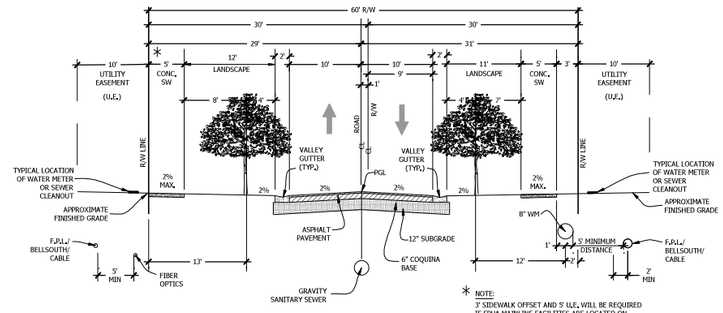

## TYPICAL ROW SECTIONS

SCALE 1"=10'-0"



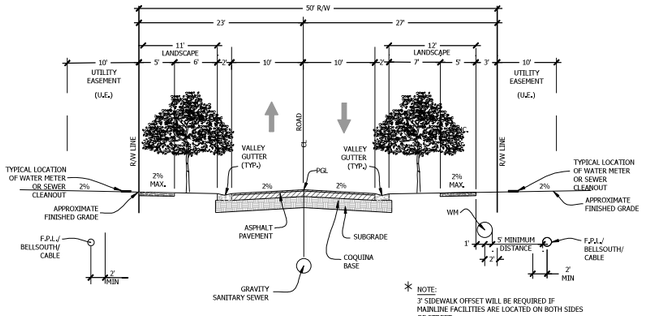

80' RIGHT-OF-WAY
TYPICAL SECTION

* NOTE:
3' MULTI-USE TRAIL OFFSET AND 5' U.E. WILL BE REQUIRED IF FPUA MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET. ONE SIDE OF ROAD WILL HAVE 6' MULTI-USE TRAIL, THE OTHER SIDE OF ROAD TO HAVE A 10' MULTI-USE TRAIL.



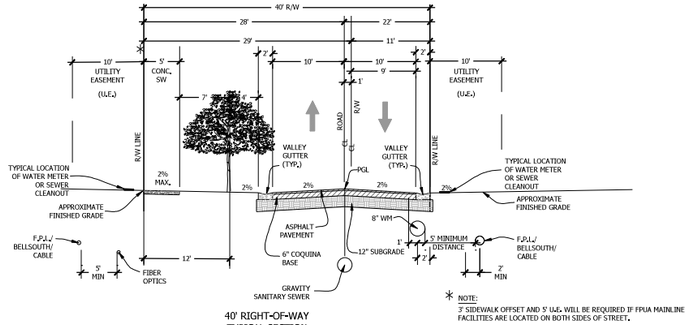

* NOTE:
3' SIDEWALK OFFSET AND 5' U.E. WILL BE REQUIRED IF FPUA MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.

60' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH




* NOTE:
3' SIDEWALK OFFSET WILL BE REQUIRED IF MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.

50' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH




* NOTE:
3' SIDEWALK OFFSET AND 5' U.E. WILL BE REQUIRED IF FPUA MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.

40' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

## DEVELOPMENT STANDARDS DATA

**Table 1. DEVELOPMENT USES AND STANDARDS**

| DEVELOPMENT STANDARD | SINGLE-FAMILY | TOWNHOMES/ TRI-PLEX/ QUAD-PLEX | VILLAS/ DUPLEX/ COTTAGE | MODEL HOMES | LIGHT INDUSTRIAL | RV/ BOAT STORAGE |
|---|---|---|---|---|---|---|
| **PRIMARY STRUCTURE** | | | | | | |
| Minimum Lot Width | 40' | 16' | 25' | 16' | - | - |
| Minimum Lot Depth | 115' | 95' | 95' | 95' | - | - |
| Maximum Lot Depth | None | None | None | None | - | - |
| Maximum Building Lot Coverage | 80% | 90% | 90% | 90% | 80% | 80% |
| Maximum Impervious Lot Coverage | 80% | 80% | 80% | 80% | 80% | 90% |
| Minimum Open Space | 20% | 10% | 10% | 10% | 10% | 10% |
| Minimum Front Setback (Front Loaded) | 18' | 18' | 18' | 18' | - | - |
| Minimum Front Setback (Side Loaded) | 10' | " | " | 10' | " | " |
| Minimum Side Setback (Internal Lot) (May be 0' on a zero-lot-line provided that minimum building separation of 10' is maintained between units, 15' building separation for Townhome and Apartments) | 5' | | | 5' | - | - |
| Minimum Side Setback (Side-Entry) | | | 3' | | | |
| Minimum Side Setback (Front- Entry) | | 5' | 5' | | | |
| Minimum Side Setback (Corner Lot) | 15' | 10' | 15' | 15' | | " |
| If adjacent to open space tract 15' in width or greater | 5' | 5' | 5' | 5' | - | - |
| Minimum Rear Setback (Corner Lot) | 10' | 10' | 10' | 10' | | |
| Minimum Rear Setback (Internal Lot) | 10' | 10' | 10' | 10' | | |
| **ACCESSORY STRUCTURES** | | | | | | |
| Minimum Rear Setback | 3' | 3' | 3' | 3' | - | - |
| If adjacent to open space or common area tract 25' or wider | 0' | 0' | 0' | 0' | - | - |
| Minimum Side Setback (Internal Lot) | 2' (2' from property line) | 2' | 2' | 3' | - | - |
| Minimum Side Setback (Corner Lot) | 15' | 15' | 13' | 13' | - | - |

**NOTE:**
*VARIOUS LOT TYPES AND BUILDING TYPES ARE ALLOWED AS LONG AS THE MINIMUM SETBACK CRITERIA IN THE ABOVE TABLE IS MET.

## PLANNED DEVELOPMENT SITE DETAILS


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239


# SELVITZ ROAD

Ft. Pierce, Florida

DESIGNED PRP/LAH
DRAWN PRP/LAH
APPROVED DTS
JOB NUMBER 21-1214
DATE 05-10-23
REVISIONS



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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

*Future Land Use Amendment*

*& Rezoning*

*Traffic Analysis*

# Selvitz 123 AC
# Fort Pierce, FL

*Prepared for:*
Selvitz I, LLC
North Palm Beach, Florida 33408

*Prepared by:*

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030

**023009**
Revised May 2023
Revised February 2023
September 2022
© MacKenzie Engineering and Planning, Inc.
CA 29013

Shaun G. MacKenzie P.E.
PE Number 61751

# EXECUTIVE SUMMARY

**Future Land Use Analysis**

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The subject parcels have a future land use designation of Single Family. The applicant is requesting a future land use amendment on 122.8 acres to Mixed Use Development (MXD).

Two conditions are recommended to support the change:

1. Limit the non-residential floor area ratio of the combined properties to 0.2 (1,044,917 SF)
2. Amend the future laneage of Selvitz Road to 4-lanes from Midway Road to the property on the Comprehensive Plan Future Lanes Map (Map 2-14).

**Rezoning Analysis**

The applicant proposes to rezone the parcels (122.8 acres) from R-1 single family to the PD, which will permit the following:

- 799 single and multi-family homes on 107.05 acres
- 15.74 acres of industrial use

Development of the property at the PD zoning maximum use will require widening Selvitz Road from Glades Cut-Off Road to Midway Road. In addition, Midway Road from East Torino Parkway to Jenkins Road/Milner Road and Glades Cut-Off Road from Midway Road to Jenkins Road is projected to fail as a result of background traffic. Because these two roads fail in the background condition, it is the responsibility of the maintaining agency to correct the existing deficiency and it is not a responsibility of the applicant (Chapter 163.3180 (5) F.S.). Therefore, the proposed rezoning may require the applicant to widen Selvitz Road from Glades Cut-Off Road to Midway Road. Selvitz Road and the surrounding roadway network will be re-evaluated during the site plan application stage of the development process.

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# INTRODUCTION

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The future land use (FLU) amendment traffic analysis will examine the impacts of changing 122.8 acres of single family to mixed use development (MXD) as shown in Table 1A. The applicant also proposes to rezone the parcels as shown in Table 1B.

The proceeding analysis will examine the ability of the existing roadway network to accommodate the increased demand and the future roadway network to accommodate the increased demand.

Table 1A. Future Land Use Change Summary

| Property Size (Acres) | Existing Maximum FLU | | | | | |
|---|---|---|---|---|---|---|
| | Land Use | ITE Code | Density | | Intensity (DU) | Units |
| 122.8 | Single Family | 210 | 6.5 | DU/Acre | 799 | DUs |

| Property Size (Acres) | Proposed Maximum FLU | | | | | |
|---|---|---|---|---|---|---|
| | Use | ITE Code | Density | | Intensity | Units |
| 122.8 | TOTAL | - | 1.5 | FAR | 8,023,752 | SF |
| | Residential (1) | 221 | 15 | (DUs/AC) | 1,842 | DUs |
| | Maximum Use capped at 6,907,500 based on 40% minimum residential Use in the MXD Area | | | | | |
| | Retail | 820 | 0.5 | FAR | 2,674,584 | SF |
| | Office | 710 | - | - | 1,469,916 | SF |

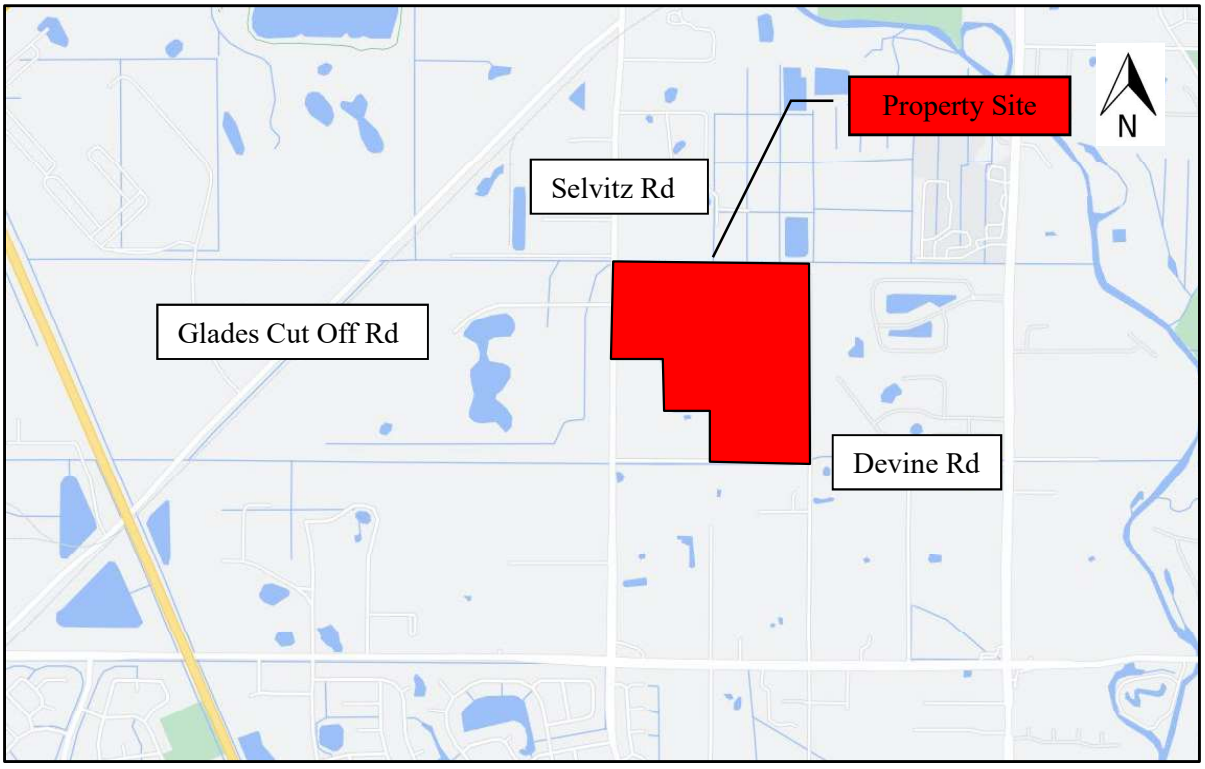
* Residential Area estimated to be (1,842 x 1,500 SF ) = 2,763,000 SF
** Maximum Development formula = residential area / 0.4 = 6,907,500 SF

(1) Residential Use - categorized mid-rise multifamily (ITE Land Use 221)

Table 1B. Rezoning Land Use Summary

| Pod | Pod Size (Acres) | Zoning | Proposed Maximum Rezoning | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | Use | Maximum Density (DU) | Floor Area Ratio (FAR) | Maximum Rezoning | Unit | ITE |
| 1 | 81.29 | PD | Residential | 799 | - | 400 | DU | 210 |
| 2 | 6.76 | PD | Low Density Residential | | | 74 | | 210 |
| 3 | 19.00 | PD | High Density Residential | | | 325 | | 221 |
| 4 & 5 | 15.74 | PD | Light Industrial (I-1) | - | 1.5 | 1,028,452 | SF | 110 |
| Total | 122.79 | PD | Office (I-1) | - | | 1,028,452 | SF | 710 |
| | | | Multifamily | | | 325 | DU | 221 |
| | | | Single Family - Attached | | | 474 | | 210 |

**Figure 1. Site Location Map**



## *CURRENT DATA*

The information contained below was used to develop the foregoing future land use traffic analysis.

- *Trip Generation, 11th Edition* (ITE report)
- Comprehensive Plan
- St. Lucie County Transportation Improvement Program (FY 2022/23 – FY 2026/27)
- St. Lucie County LRTP (2045)

## *TRIP GENERATION*

The study uses trip generation rates for Single Family (ITE Land Use 210 Single Family Detached Housing), Multifamily (ITE Land Use 221 – Multifamily Housing (Mid-Rise)), Office (ITE Land Use 710 – General Office Building) and Retail (ITE Land Use 820 – Shopping Center (>150k)) published in the Institute of Transportation Engineers' (ITE) report, *Trip Generation (11th Edition)*.

## *FUTURE LAND USE CHANGE ANALYSIS*

### *Existing Future Land Use*

The existing future land use utilizes the most intense reasonable maximum development scenario. This scenario uses Single Family Detached homes at a maximum density of 6.5 units per acre. Therefore, based on the parcel size of 122.8 acres, the maximum expected intensity with respect to traffic is 799 DUs.

- 799 DUs Single Family (ITE Land Use 210)

The existing FLU is expected to generate the following net external and driveway trips:

- 6,827 daily, 494 AM peak hour (128 in/366 out), and 701 PM peak hour (442 in/259 out) trips.

# *Proposed Future Land Use*

### *Maximum Use*

The proposed future land use utilizes the most intense reasonable maximum development scenario based on the existing land development regulations. This scenario uses a maximum density of 15 units per acre for Mixed Use Development (MXD) and an overall 1.5 floor to area ratio. Based on the constraints of the comprehensive plan the maximum amount of development is 6,907,500 SF including 1,842 DU.

### *Maximum Use Calculations*

Based on the Fort Pierce Comprehensive Plan residential uses shall comprise a minimum of 40% of the total floor area of the MXD. The maximum FLU residential use is 1,842 DUs and the maximum allowable floor area is 6,907,500 SF. Retail is a ground floor use. The maximum feasible FAR of retail is estimated at 0.5 based on requirements for open space, setbacks, landscaping, access, drainage and parking. Therefore, the maximum intensity of retail is 2,674,584 SF. The estimated gross floor area of each residential unit is 1,500 SF for a total area of 2,763,000 SF. The total developable floor area is 8,023,752 SF based on the Comprehensive plan's allowable 1.5 FAR, but a minimum of 40 percent of the total space must be residential use. The remaining 1,469,916 SF floor area is allocated to office use to provide a conservative analysis of transportation conditions.

- Maximum SF of use – 8,023,752 (122.8 acres x 43,560 SF/acre x 1.5 FAR)
- Maximum residential DUs – 1,842 DUs (122.8 acres x 15 DUs/acre)
- Estimated area of residential Use – 2,763,000 SF (1,842 DUs x 1,500 SF/DU)
- Restricted Maximum SF of use – 6,907,500 (2,763,000 SF Residential / 40% Residential)
- Maximum Area of retail – 2,674,584 (122.8 acres x 43,560 SF/acre x 0.5 FAR)
- Office Area – 1,469,916 SF (6,907,500 SF total - 2,674,584 SF retail - 2,763,000 SF residential)

Office use was utilized instead of industrial because it generates more trips per SF and is therefore is more conservative.

### *Maximum Use for Analysis*

- 1,842 DU Multi-Family Mid-Rise Housing (ITE Land Use 221)
- 1,469,916 SF Office (ITE Land Use 710)
- 2,763,000 SF Shopping Center (ITE Land Use 820)

The proposed FLU is expected to generate the following net external trips:

- 69,067 daily, 3,623 AM peak hour (2,403 in/1,220 out), and 5,967 PM peak hour (2,464 in/3,503 out).

## *Net Impact*

The difference between the maximum trip generation potential of the existing future land use and the proposed future land use was examined to determine the maximum (worst case/conservative) impact to the existing and future roadway network. Table 3 displays the resulting trip generation.

The resulting net external trips change is:

- 62,240 daily, 3,129 AM peak hour (2,275 in/854 out), and 5,266 PM peak hour (2,022 in/3,244 out).

### *Internal Capture*

Internal capture is conservatively estimated at 6.6% for the AM peak hour and 15.5% for the Daily/PM peak hour conditions. The internal capture is summarized in Exhibit 1A and detailed in Exhibits 1B and 1C for proposed conditions. Internal capture rates are provided in the *Trip Generation Handbook, 3rd Edition, Table 7.1.*

### *Pass-by Trip Capture*

The proposed pass-by capture is based on *ITE Trip Generation Manual, 11th Edition.*

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Table 2. Trip Generation – Future Land Use

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Detached | 799 | DU | 6,827 | 494 | 128 | 366 | 701 | 442 | 259 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 1,469.916 | 1000 SF | 12,027 | 1,689 | 1,486 | 203 | 1,546 | 263 | 1,283 |
| Shopping Center (>150k) | 2,674.584 | 1000 SF | 75,697 | 1,712 | 1,061 | 651 | 6,014 | 2,887 | 3,127 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Subtotal | | | 96,464 | 4,200 | 2,731 | 1,469 | 8,279 | 3,589 | 4,690 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 48.5% | 4,242 | 22 | 4 | 18 | 349 | 220 | 129 |
| General Office | 7.6% | 20.9% | 2,513 | 128 | 71 | 57 | 323 | 74 | 249 |
| Shopping Center (>150k) | 7.4% | 10.2% | 7,728 | 126 | 63 | 63 | 614 | 349 | 265 |
| Subtotal | 6.6% | 15.5% | 14,483 | 276 | 138 | 138 | 1,286 | 643 | 643 |
| Pass-By Traffic | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| General Office | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shopping Center (>150k) | 19% | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| Subtotal | | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| ***NET PROPOSED TRIPS (FOR THE PURPOSES OF SHORT-TERM 5 YEARS)*** | | | ***69,067*** | ***3,623*** | ***2,403*** | ***1,220*** | ***5,967*** | ***2,464*** | ***3,503*** |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **62,240** | **3,129** | **2,275** | **854** | **5,266** | **2,022** | **3,244** |

Note: Trip generation was calculated using the following data:

| | | | | Pass-by | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|---|---|---|---|
| Land Use | ITE Code | Unit | Daily Rate | Rate | in/out | Rate | in/out | Equation |
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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# HISTORICAL GROWTH

Historic growth rates were determined based on FDOT Traffic Online data as shown in Table 2. Growth on the roads is based on the best fit slope, which is an estimated annual growth rate in vehicles. The total average annual growth (in vehicles) was divided by the estimated total traffic to result in a weighted average growth rate. The historic annual growth on the surrounding facilities between 2017 and 2021 4.35%.

Table 3. Growth Rate Calculation

| Road Name | From | To | Count Site | 2017 AADT | 2018 AADT | 2019 AADT | 2020 AADT | 2021 AADT | Annual Absolute Growth | Growth Rate |
|---|---|---|---|---|---|---|---|---|---|---|
| Selvitz Rd | Peachtree Blvd | Midway Rd | 948520 | 7,600 | | | 9,000 | | 467 | 5.2% |
| Midway Rd | Glades Cut Off Rd | Selvitz Rd | 948538 | | 16,800 | | | 18,700 | 633 | 3.4% |
| | Selvitz Rd | West Virginia Dr | 948539 | | 16,400 | | | 24,000 | 2,533 | 10.6% |
| Glades Cut Off Rd | W of Selvitz Rd | | 947011 | | | 5,600 | | | | |
| CR 615/25th St | N of Dade Rd | | 948549 | | 17,800 | | | 15,700 | -700 | -4.5% |
| | N of Midway | | 940016 | | | | | | | |
| | S of Midway | | 947055 | | 16,300 | | | | | |
| | | | | | | | | **Weighted Average** | | **4.35%** |
| | | | | | | | | **Growth Rate Used** | | **4.35%** |

# ASSURED, PROGRAMMED AND PLANNED CONSTRUCTION

A review conducted of the TPO LRTP, St. Lucie County and FDOT, as well as those improvements committed by the developers of projects in the area.

## *Short-Term (5-Year)*

The following improvements are programed within the study area:

- Midway Road – Jenkins Road to Selvitz Road – 4-laning
- Selvitz Road – Glades Cut-Off Road to Edwards Road – 4-laning

## *Long-Term (Year 2045)*

The following improvements are planned by 2045:

- Midway Road – from Glades Cut-Off Road to Selvitz Road – Widen from 2 Lanes to 4 Lanes
- Midway Road & Florida's Turnpike - Interchange

The Long Range Transportation Plan identified the following roadway needs:

- Glades Cut Off Road – from Arterial A to Selvitz Road – Widen from 2 Lanes to 4 Lanes
- Selvitz Road – from Bayshore Drive to Milner Drive – Widen from 2 Lanes to 4 Lanes
- Jenkins Road – from Midway Road to St. Lucie Boulevard – New/Widen to 4 Lanes

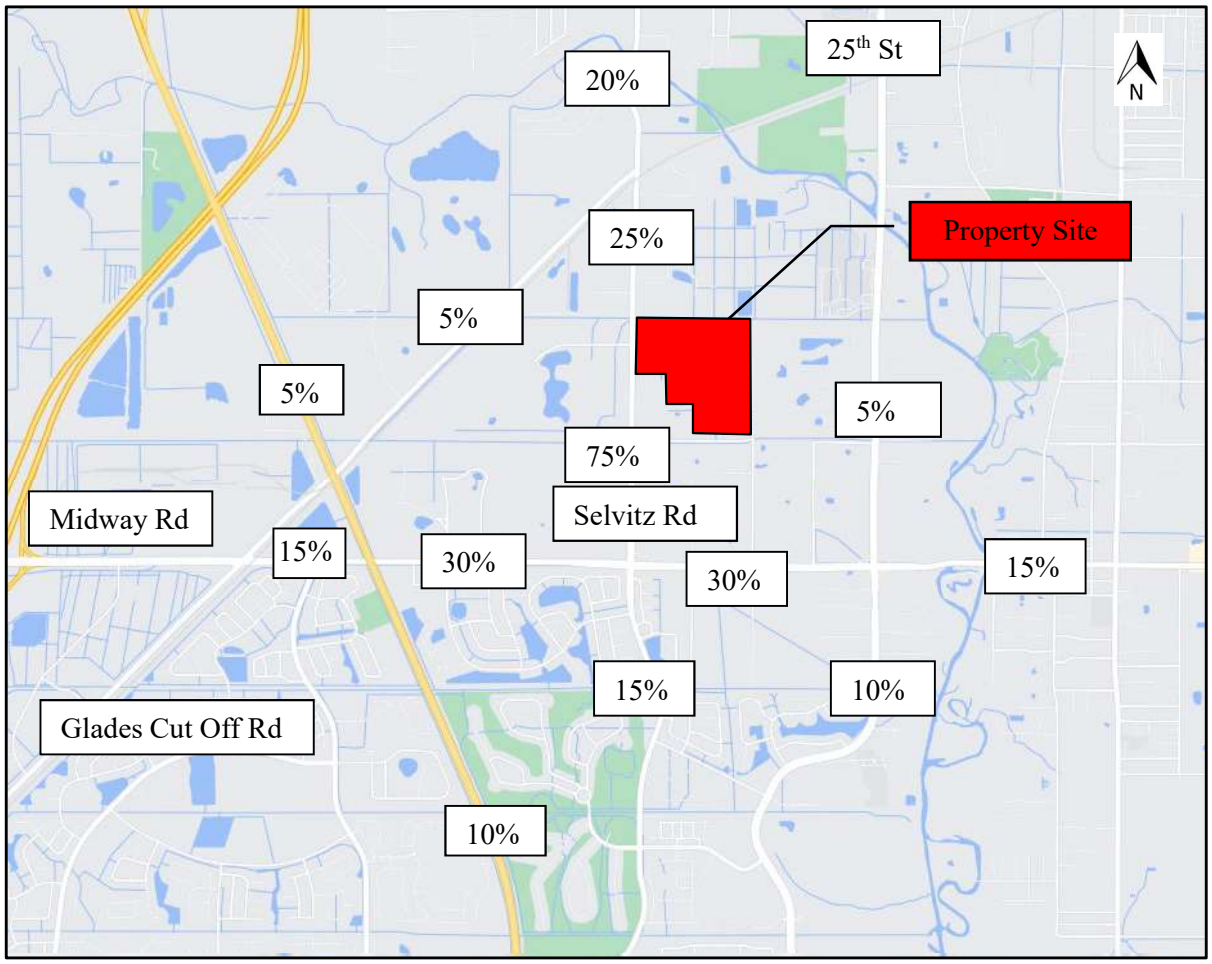
The County's Right-Of-Way Protection Map identifies Selvitz Road as an ultimate 4-lane need in the County.

# *TRAFFIC DISTRIBUTION AND ASSIGNMENT*

Traffic distribution and assignment was determined using engineering judgment, trip lengths based on the uses and from a review of the roadway network. The property traffic assignment is illustrated in Figure 2. The overall distribution is summarized by general directions and is depicted below:

NORTH - 25 percent
SOUTH - 25 percent
WEST - 35 percent
EAST - 15 percent

**Figure 2. Traffic Assignment**



# *Roadway Analysis*

### *Long Term Analysis (2045) - Maximum*

Year 2045 daily traffic volumes were obtained from the 2045 Long Range Transportation Plan model (LRTP volumes). The total volumes were developed by adding LRTP volumes plus future land use (FLU) trips. The level of service capacity is based on Florida Department of Transportation's Quality/Level of Service Handbook. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably. Based on the analysis, the following changes are required:

- Selvitz Road
  - Glades Cut-Off Road to Property – 4-Lanes
  - Property to Midway Road – 6-Lanes
- Midway Road
  - Glades Cut-Off Road to 25th Street – 6-Lanes

The analysis is shown in Table 4.

### *Long Term Analysis (2045) – 20 Percent Maximum Non-Residential FAR*

The maximum future land use on the property is inconsistent with the long range transportation plan. Therefore, we recommend a reduction in the non-residential floor area ratio to 0.2 to bring the future land amendment in compliance with the long range transportation plan. The residential density will remain unchanged. Based on the recommendation, the proposed maximum use is as follows:

- 1,842 DU Multi-Family Mid-Rise Housing (ITE Land Use 221)
- 1,069,834 SF of non-residential use
  - 534,917 SF Office (ITE Land Use 710)
  - 534,917 SF Shopping Center (ITE Land Use 820)

The trip generation is shown in Table 5 and the roadway analysis based on the proposed use is shown in Table 6. It is recommended that the comprehensive plan amendment include the widening of Selvitz Road to 4-lanes from the property south to Midway Road.

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Table 4. FLU Roadway Analysis (2045)

| Roadway | From | To | 2045 Lanes | Class | Service Capacity | LRTP 2045 Traffic | Percent Assignment | FLU Traffic | 2045 Total Traffic | Meets Service Volume | Needed Improvement |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 2 | 33,800 | 20,091 | 20% | 12,448 | 32,539 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 1 | 17,700 | 10,014 | 25% | 15,560 | 25,574 | **NO** | 4-Lane |
| | Property | Favorite Rd | 2 | 1 | 17,700 | 9,806 | 75% | 46,680 | 56,486 | **NO** | 6-Lane |
| | Favorite Rd | Midway Rd | 4 | 1 | 39,800 | 9,961 | 75% | 46,680 | 56,641 | **NO** | 6-Lane |
| | Midway Rd | Bayshore Blvd | 4 | 2 | 33,800 | 13,397 | 15% | 9,336 | 22,733 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 1 | 39,800 | 26,441 | 5% | 3,112 | 29,553 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 1 | 39,800 | 27,593 | 10% | 6,224 | 33,817 | YES | - |
| **Glades Cut Off Rd** | Selvitz Rd | Midway Rd | 4 | 1 | 39,800 | 14,521 | 5% | 3,112 | 17,633 | YES | - |
| **Midway Rd** | Glades Cut Off Rd | Floridas Turnpike | 4 | 1 | 39,800 | 32,571 | 15% | 9,336 | 41,907 | **NO** | 6-Lane |
| | Floridas Turnpike | Selvitz Rd | 4 | 1 | 39,800 | 31,877 | 30% | 18,672 | 50,549 | **NO** | 6-Lane |
| | Selvitz Rd | 25th St | 4 | 1 | 39,800 | 27,212 | 30% | 18,672 | 45,884 | **NO** | 6-Lane |

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Table 5. Trip Generation – Proposed Future Land Use with Restrictions

| Land Use | Intensity | | Daily Trips | AM Peak Hour Total | AM Peak Hour In | AM Peak Hour Out | PM Peak Hour Total | PM Peak Hour In | PM Peak Hour Out |
|---|---|---|---|---|---|---|---|---|---|
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Detached | 799 | DU | 6,827 | 494 | 128 | 366 | 701 | 442 | 259 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 534.917 | 1000 SF | 4,991 | 708 | 623 | 85 | 668 | 114 | 554 |
| Shopping Center (>150k) | 534.917 | 1000 SF | 19,830 | 449 | 278 | 171 | 1,888 | 906 | 982 |
| Subtotal | | | 33,561 | 1,956 | 1,085 | 871 | 3,275 | 1,459 | 1,816 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 43.8% | 3,829 | 22 | 4 | 18 | 315 | 213 | 102 |
| General Office | 8.6% | 17.1% | 852 | 61 | 37 | 24 | 114 | 31 | 83 |
| Shopping Center (>150k) | 13.1% | 20.4% | 4,044 | 59 | 30 | 29 | 385 | 163 | 222 |
| Subtotal | 7.3% | 24.9% | 8,725 | 142 | 71 | 71 | 814 | 407 | 407 |
| Pass-By Traffic | | | | | | | | | |
| Shopping Center (>150k) | 19% | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| Subtotal | | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **15,010** | **1,246** | **839** | **407** | **1,474** | **469** | **1,005** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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Table 6. Proposed FLU with Restrictions Roadway Analysis (2045)

| Roadway | From | To | 2045 Lanes | Class | Service Capacity | LRTP 2045 Traffic | Percent Assign ment | FLU Traffic | 2045 Total Traffic | Meets Service Volume | Needed Improvement |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 2 | 33,800 | 20,091 | 20% | 3,002 | 23,093 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 1 | 17,700 | 10,014 | 25% | 3,753 | 13,766 | YES | - |
| | Property | Favorite Rd | 2 | 1 | 17,700 | 9,806 | 75% | 11,258 | 21,064 | **NO** | 4-Lane |
| | Favorite Rd | Midway Rd | 4 | 1 | 39,800 | 9,961 | 75% | 11,258 | 21,219 | YES | - |
| | Midway Rd | Bayshore Blvd | 4 | 2 | 33,800 | 13,397 | 15% | 2,252 | 15,649 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 1 | 39,800 | 26,441 | 5% | 751 | 27,192 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 1 | 39,800 | 27,593 | 10% | 1,501 | 29,094 | YES | - |
| **Glades Cut Off Rd** | Selvitz Rd | Midway Rd | 4 | 1 | 39,800 | 14,521 | 5% | 751 | 15,272 | YES | - |
| **Midway Rd** | Glades Cut Off Rd | Floridas Turnpike | 4 | 1 | 39,800 | 32,571 | 15% | 2,252 | 34,822 | YES | - |
| | Floridas Turnpike | Selvitz Rd | 4 | 1 | 39,800 | 31,877 | 30% | 4,503 | 36,380 | YES | - |
| | Selvitz Rd | 25th St | 4 | 1 | 39,800 | 27,212 | 30% | 4,503 | 31,715 | YES | - |

# *REZONING ANALYSIS*

The rezoning amendment traffic analysis will examine the impacts of rezoning 122.8 acres from R-1 single family low density to 122.8 acres of PD. The PD zoning district limits residential use to 799 DUs and 15.74 acres of light industrial use (I-1 zoning).

## *Proposed Maximum Use*

The proposed rezoning land uses the most intense reasonable maximum development scenario based on the existing land development regulations. This scenario uses an estimated floor to area ratio of 1.5 for general light industrial use (14.01 acres). The residential density is limited to 799 dwelling units. Based on a conservative estimate of residential use on the PD plan, up 474 single family attached and detached dwelling units could be placed on 88.05 acres and 325 dwelling units on 19 acres. The light industrial pods allow any use in the I-1 zoning district. Industrial and Office are permitted, but retail is not permitted. Therefore, the analysis uses office use within the light industrial pods to provide a conservative analysis. Up to 1,028,452 SF of office could be constructed (15.74 acres x 43,560 SF/acre x 1.5 FAR).

### *Trip Generation*

- 1,028,452 square feet office (ITE Land Use 710 – Office)
- 325 multi-family dwelling units (ITE Land Use 221 - Multifamily Mid-Rise)
- 474 single family detached dwelling units (ITE Land Use 210 – Single Family Detached)

The resulting rezoning trips are shown in Table 7 and below:

- 14,425 daily, 1,668 AM peak hour (1,195 in/473 out), and 1,690 PM peak hour (536 in/1,154 out).

### *Internal Capture*

Internal capture is estimated at 1.2 and 1.3 percent for AM and PM peak hour conditions, respectively.

### *Pass-by Trip Capture*

The proposed pass-by capture is 0.

Table 7. Trip Generation – Rezoning

| ITE Use | Intensity | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|
| | | Trips | Total | In | Out | Total | In | Out |
| **Proposed Maximum Zoning Traffic** | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 342 DU | 1,585 | 139 | 32 | 107 | 134 | 82 | 52 |
| General Office | 1,028 1000 SF | 8,815 | 1,242 | 1,093 | 149 | 1,149 | 195 | 954 |
| Single Family Detached | 474 DU | 4,223 | 307 | 80 | 227 | 429 | 270 | 159 |
| Subtotal | | 14,623 | 1,688 | 1,205 | 483 | 1,712 | 547 | 1,165 |
| Internal Capture | AM PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.2% 2.2% | 35 | 3 | 1 | 2 | 3 | 2 | 1 |
| General Office | 0.8% 1.0% | 84 | 10 | 7 | 3 | 11 | 4 | 7 |
| Single Family Detached | 2.3% 1.9% | 79 | 7 | 2 | 5 | 8 | 5 | 3 |
| Subtotal | 1.2% 1.3% | 198 | 20 | 10 | 10 | 22 | 11 | 11 |
| ***NET PROPOSED REZONING TRIPS*** | | ***14,425*** | ***1,668*** | ***1,195*** | ***473*** | ***1,690*** | ***536*** | ***1,154*** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| Warehouse | 150 | 1000 SF | T = 1.58 (X) + 38.29 | 0% | 79/21 | T = 0.12 (X) + 23.62 | 25/75 | T = 0.12 (X) + 26.48 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |

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ITE 11th Edition

# *Roadway Analysis (5-Year)*

Existing traffic volumes were obtained from St. Lucie County TPO. The level of service capacity is based on Florida Department of Transportation's 2020 Quality/Level of Service Handbook. The existing volumes grown at the historic 4.35 percent annual growth rate to project 2027 background volumes. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably in the background condition. West Midway Road from East Torino Parkway to Jenkins Road/Milner Road and Glades Cut-Off Road from Midway Road to Jenkins Road fails in background condition. Because this road is failing in the background condition, it is the responsibility of the maintaining agency to correct the existing deficiency. Further, the road is

considered widened for purposes of analysis in the future condition with property trips consistent with Chapter 163.3180 (5) F.S. The background conditions analysis is shown in Table 8.

Total volumes were developed by adding background traffic volume plus rezoning trips. Based developing the maximum permitted use on the property, Selvitz Road will require widening from Glades Cut-Off Road to Midway Road with the proposed rezoning as shown in Table 9. Selvitz Road and the surrounding roadway network will be re-evaluated during the site plan application stage of the development process.

Table 8. Background PM Peak Hour One-Way Roadway Analysis (2027)

| Roadway | From | To | E+C Lanes | Service Capacity | PM Peak Hour Existing Traffic | Count Year | Growth Rate | 2027 Traffic Growth | 2027 Background Traffic | Meets Service Volume | Needed Bckgrnd Improv |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Selvitz Rd | Bayshore Blvd | St. James Blvd | 2 | 750 | 450 | 2022 | 4.35% | 107 | 557 | YES | - |
| | St. James Blvd | Midway Rd | 2 | 750 | 450 | 2022 | 4.35% | 107 | 557 | YES | - |
| | Midway Rd | Property | 2 | 700 | 594 | 2022 | 4.35% | 141 | 735 | NO | - |
| | Property | Glades Cut Off Rd | 4 | 700 | 594 | 2022 | 4.35% | 141 | 735 | NO | - |
| | Glades Cut Off Rd | Edwards Road | 4 | 1,630 | 764 | 2022 | 4.35% | 181 | 945 | YES | - |
| 25th St | Midway Rd | Bell Ave | 4 | 2,100 | 1,152 | 2022 | 4.35% | 273 | 1,425 | YES | - |
| | Bell Ave | Edwards Road | 4 | 2,100 | 1,108 | 2022 | 4.35% | 263 | 1,371 | YES | - |
| St James Dr | Edwards Road | Telford Ave | 4 | 2,100 | 1,462 | 2022 | 4.35% | 347 | 1,809 | YES | - |
| Glades Cut Off Rd | Midway Rd | Jenkins Rd | 2 | 790 | 667 | 2022 | 4.35% | 158 | 825 | NO | 4-Lanes |
| | Jenkins | Selvitz Rd | 2 | 830 | 399 | 2022 | 4.35% | 95 | 494 | YES | - |
| Midway Rd | East Torino Pkwy | Milner Dr | 2 | 880 | 1,233 | 2022 | 4.35% | 293 | 1,526 | NO | 4-Lanes |
| | Milner Dr | Selvitz Rd | 2 | 790 | 1,233 | 2022 | 4.35% | 293 | 1,526 | NO | 4-Lanes |
| | Selvitz Rd | Christensen Rd | 4 | 2,100 | 916 | 2022 | 4.35% | 217 | 1,133 | YES | |
| | Christensen Rd | 25th St | 4 | 2,100 | 916 | 2022 | 4.35% | 217 | 1,133 | YES | - |

Table 9. Rezoning PM Peak Hour One-Way Roadway Analysis (2027)

| Roadway | From | To | E+C Lanes | Service Capacity | Peak Hour Existing Traffic | Count Year | Growth Rate | 2027 Traffic Growth | 2027 Background Traffic | Percent Assign ment | Rezoning Traffic | 2027 Total Traffic | Meets Service Volume |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selvitz Rd | Bayshore Blvd | St. James Blvd | 2 | 750 | 450 | 2022 | 4.35% | 107 | 557 | 15% | 173 | 730 | YES |
| | St. James Blvd | Midway Rd | 2 | 750 | 450 | 2022 | 4.35% | 107 | 557 | 15% | 173 | 730 | YES |
| | Midway Rd | Property | 2 | 700 | 594 | 2022 | 4.35% | 141 | 735 | 75% | 866 | 1,600 | NO |
| | Property | Glades Cut Off Rd | 4 | 700 | 594 | 2022 | 4.35% | 141 | 735 | 25% | 289 | 1,023 | NO |
| | Glades Cut Off Rd | Edwards Road | 4 | 1,630 | 764 | 2022 | 4.35% | 181 | 945 | 20% | 231 | 1,176 | YES |
| 25th St | Midway Rd | Bell Ave | 4 | 2,100 | 1,152 | 2022 | 4.35% | 273 | 1,425 | 5% | 58 | 1,483 | YES |
| | Bell Ave | Edwards Road | 4 | 2,100 | 1,108 | 2022 | 4.35% | 263 | 1,371 | 5% | 58 | 1,429 | YES |
| St James Dr | Edwards Road | Bayshore Blvd | 4 | 2,100 | 1,462 | 2022 | 4.35% | 347 | 1,809 | 10% | 115 | 1,924 | YES |
| Glades Cut Off Rd | Midway Rd | Jenkins Rd | 4 | 1,630 | 667 | 2022 | 4.35% | 158 | 825 | 5% | 58 | 883 | YES |
| | Jenkins | Selvitz Rd | 2 | 830 | 399 | 2022 | 4.35% | 95 | 494 | 5% | 58 | 551 | YES |
| Midway Rd | East Torino Pkwy | Milner Dr | 4 | 2,000 | 1,233 | 2022 | 4.35% | 293 | 1,526 | 30% | 346 | 1,872 | YES |
| | Milner Dr | Selvitz Rd | 4 | 2,000 | 1,233 | 2022 | 4.35% | 293 | 1,526 | 25% | 289 | 1,814 | YES |
| | Selvitz Rd | Christensen Rd | 4 | 2,100 | 916 | 2022 | 4.35% | 217 | 1,133 | 75% | 866 | 1,999 | YES |
| | Christensen Rd | 25th St | 4 | 2,100 | 916 | 2022 | 4.35% | 217 | 1,133 | 30% | 346 | 1,480 | YES |

# CONCLUSION

**Future Land Use Analysis**

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The subject parcels have a future land use designation of Single Family. The applicant is requesting a future land use amendment on 122.8 acres to Mixed Use Development (MXD).

Two conditions are recommended to support the change:

3. Limit the non-residential floor area ratio of the combined properties to 0.2 (1,044,917 SF)
4. Amend the future laneage of Selvitz Road to 4-lanes from Midway Road to the property on the Comprehensive Plan Future Lanes Map (Map 2-14).

**Rezoning Analysis**

The applicant proposes to rezone the parcels (122.8 acres) from R-1 single family to the PD, which will permit the following:

- 799 single and multi-family homes on 107.05 acres
- 15.74 acres of industrial use

Development of the property at the PD zoning maximum use will require widening Selvitz Road from Glades Cut-Off Road to Midway Road. In addition, Midway Road from East Torino Parkway to Jenkins Road/Milner Road and Glades Cut-Off Road from Midway Road to Jenkins Road is projected to fail as a result of background traffic. Because these two roads fail in the background condition, it is the responsibility of the maintaining agency to correct the existing deficiency and it is not a responsibility of the applicant (Chapter 163.3180 (5) F.S.). Therefore, the proposed rezoning may require the applicant to widen Selvitz Road from Glades Cut-Off Road to Midway Road. Selvitz Road and the surrounding roadway network will be re-evaluated during the site plan application stage of the development process.

# APPENDICES

Exhibit 1A. Trip Generation - FLU

Exhibits 1B - 1C. Internal Capture

Exhibit 2A. Trip Generation – 0.2 FAR FLU

Exhibits 2B - 2C. Internal Capture – 0.2 FAR

Exhibit 3. Trip Generation – Rezoning

A. FDOT AADT Data
B. Conceptual Plan
C. City of Fort Pierce Comprehensive Map
D. City of Fort Pierce Future Land Use Element
E. St. Lucie County Transportation Improvement Program (FY 2022/23 – FY 2026/27)
F. St. Lucie County LRTP (2045)
G. FDOT Q/LOS Handbook
H. Institute of Traffic Engineers' (ITE) Report, Trip Generation (11th Edition)
I. Property ID Cards
J. City of Fort Pierce Future Lanes Map
K. St. Lucie TPO Traffic Counts and Level of Service Report 2021
L. St. Lucie County Right of Way Protection Map

**EXHIBIT 1A**

**Selvitz Road Ft. Pierce**

**Trip Generation - Future Land Use**

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Detached | 799 | DU | 6,827 | 494 | 128 | 366 | 701 | 442 | 259 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 1,469.916 | 1000 SF | 12,027 | 1,689 | 1,486 | 203 | 1,546 | 263 | 1,283 |
| Shopping Center (>150k) | 2,674.584 | 1000 SF | 75,697 | 1,712 | 1,061 | 651 | 6,014 | 2,887 | 3,127 |
| Subtotal | | | 96,464 | 4,200 | 2,731 | 1,469 | 8,279 | 3,589 | 4,690 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 48.5% | 4,242 | 22 | 4 | 18 | 349 | 220 | 129 |
| General Office | 7.6% | 20.9% | 2,513 | 128 | 71 | 57 | 323 | 74 | 249 |
| Shopping Center (>150k) | 7.4% | 10.2% | 7,728 | 126 | 63 | 63 | 614 | 349 | 265 |
| Subtotal | 6.6% | 15.5% | 14,483 | 276 | 138 | 138 | 1,286 | 643 | 643 |
| Pass-By Traffic | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| General Office | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shopping Center (>150k) | 19% | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| Subtotal | | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| ***NET PROPOSED TRIPS (FOR THE PURPOSES OF SHORT-TERM 5 YEARS)*** | | | ***69,067*** | ***3,623*** | ***2,403*** | ***1,220*** | ***5,967*** | ***2,464*** | ***3,503*** |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **62,240** | **3,129** | **2,275** | **854** | **5,266** | **2,022** | **3,244** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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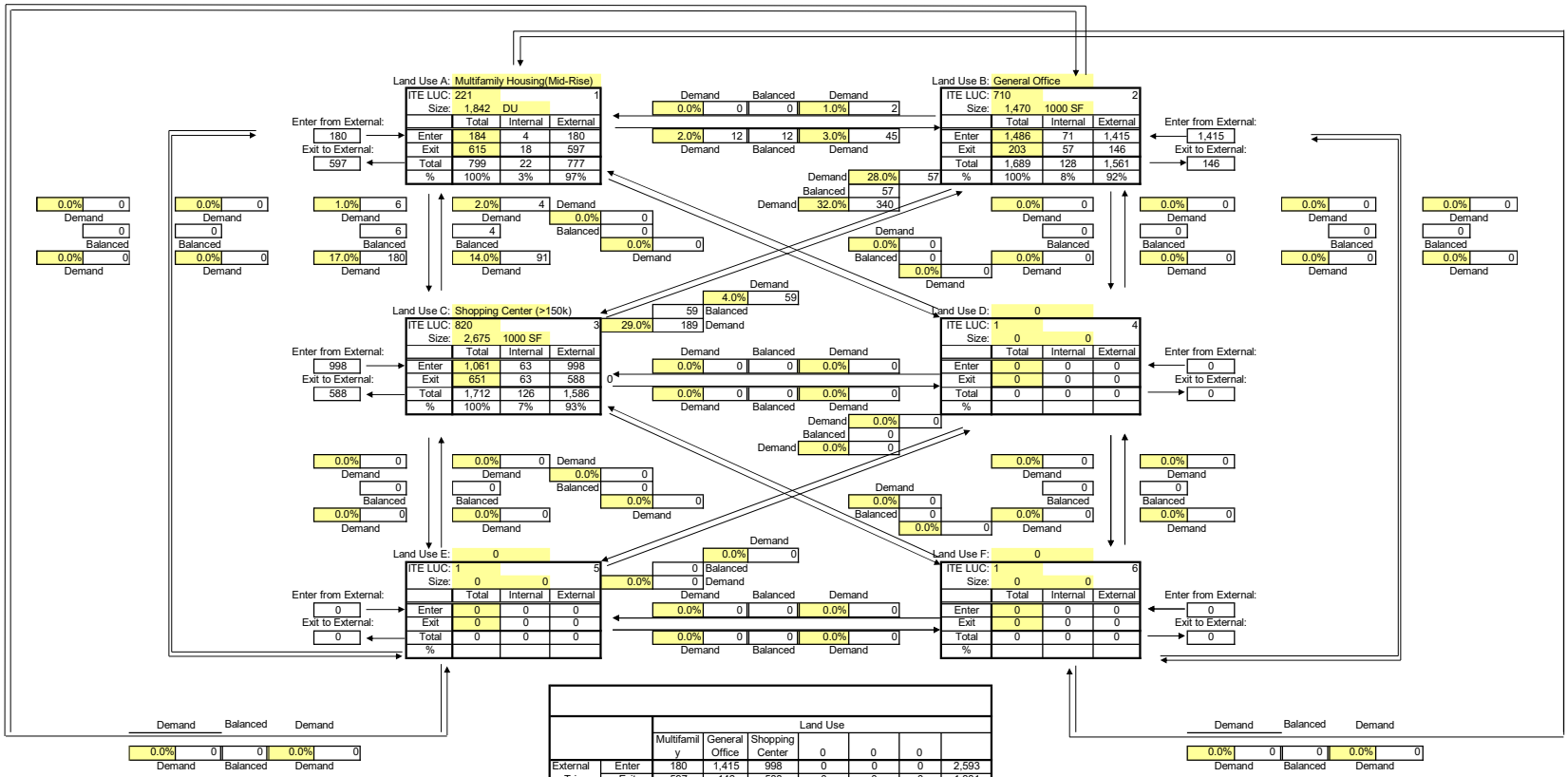
# EXHIBIT 1B

**Analysis Period:** PM____, Midday____, AM __X__. **Project Number:** 023009 **Task Number:**
**Analyst:** MEP **Project Name:** Selvitz Road Ft. Pierce
**Date:** 5/5/2023 **Scenario:** AM Peak Hour


Land Use A: Multifamily Housing(Mid-Rise)
ITE LUC: 221 1
Size: 1,842 DU
Total Internal External
Enter 184 4 180
Exit 615 18 597
Total 799 22 777
% 100% 3% 97%
Enter from External: 180
Exit to External: 597
Land Use B: General Office
ITE LUC: 710 2
Size: 1,470 1000 SF
Total Internal External
Enter 1,486 71 1,415
Exit 203 57 146
Total 1,689 128 1,561
% 100% 8% 92%
Enter from External: 1,415
Exit to External: 146
Land Use C: Shopping Center (>150k)
ITE LUC: 820 3
Size: 2,675 1000 SF
Total Internal External
Enter 1,061 63 998
Exit 651 63 588
Total 1,712 126 1,586
% 100% 7% 93%
Enter from External: 998
Exit to External: 588
Land Use D: 0
ITE LUC: 1 4
Size: 0 0
Total Internal External
Enter 0 0 0
Exit 0 0 0
Total 0 0 0
%
Enter from External: 0
Exit to External: 0
Land Use E: 0
ITE LUC: 1 5
Size: 0 0
Total Internal External
Enter 0 0 0
Exit 0 0 0
Total 0 0 0
%
Enter from External: 0
Exit to External: 0
Land Use F: 0
ITE LUC: 1 6
Size: 0 0
Total Internal External
Enter 0 0 0
Exit 0 0 0
Total 0 0 0
%
Enter from External: 0
Exit to External: 0
Demand Balanced Demand
0.0% 0 0 1.0% 2
2.0% 12 12 3.0% 45
28.0% 57
57
32.0% 340
4.0% 59
59
29.0% 189
0.0% 0 0 0.0% 0
0.0% 0 0 0.0% 0
0.0% 0
0
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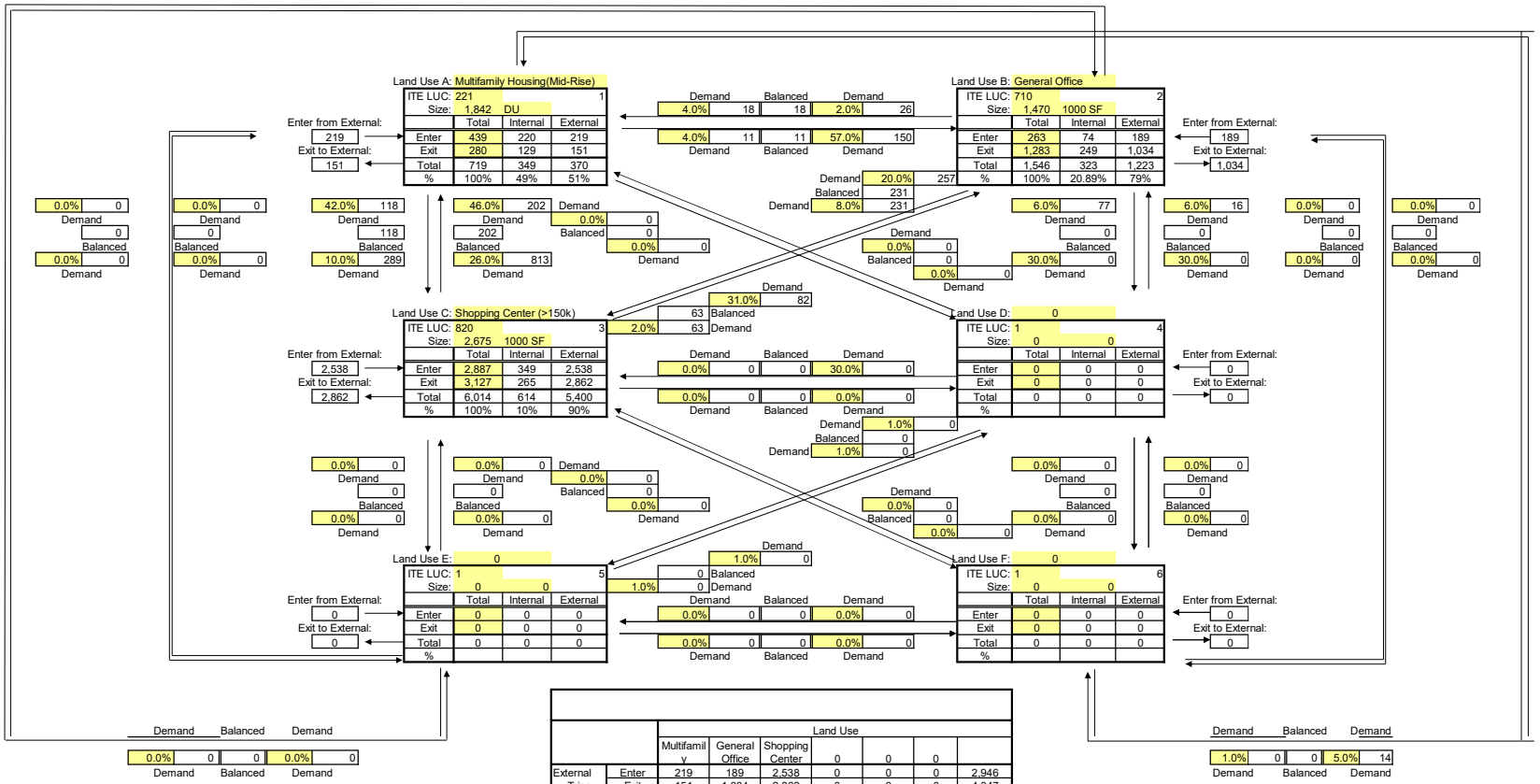
0.0% 0 0.0% 0
0.0% 0
0
0.0%
1.0% 6
6
17.0% 180
2.0% 4
4
14.0% 91
0.0% 0
0
0.0%
0.0% 0
0
0.0%
0.0% 0
0
0.0%

# EXHIBIT 1C

**Analysis Period:** PM X , AM ____.
**Analyst:** MEP
**Date:** 5/5/2023

**Project Number:** 023009 **Task Number:**
**Project Name:** Selvitz Road Ft. Pierce
**Scenario:** PM Peak Hour




| | | Land Use | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Multifamily | General Office | Shopping Center | 0 | 0 | 0 | |
| External Trips | Enter | 219 | 189 | 2,538 | 0 | 0 | 0 | 2,946 |
| | Exit | 151 | 1,034 | 2,862 | 0 | 0 | 0 | 4,047 |
| | Total | 370 | 1,223 | 5,400 | 0 | 0 | 0 | **6,993** |
| Internal Trips | Enter | 220 | 74 | 349 | 0 | 0 | 0 | 643 |
| | Exit | 129 | 249 | 265 | 0 | 0 | 0 | 643 |
| | Total | 349 | 323 | 614 | 0 | 0 | 0 | **1,286** |
| Single Use Trip Gen Estimate | | 719 | 1,546 | 6,014 | 0 | 0 | 0 | **8,279** |

Print Date = 05/05/23
File Name = S:\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 2-4-23\[TRIP GENERATION Selzitz FLU 5-5.xlsx] analysis Rezonig

**EXHIBIT 2A**

**Selvitz Road Ft. Pierce**

**Trip Generation - Future Land Use - 0.2 FAR**

| Land Use | Intensity | | Daily Trips | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Detached | 799 | DU | 6,827 | 494 | 128 | 366 | 701 | 442 | 259 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 534.917 | 1000 SF | 4,991 | 708 | 623 | 85 | 668 | 114 | 554 |
| Shopping Center (>150k) | 534.917 | 1000 SF | 19,830 | 449 | 278 | 171 | 1,888 | 906 | 982 |
| Subtotal | | | 33,561 | 1,956 | 1,085 | 871 | 3,275 | 1,459 | 1,816 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 43.8% | 3,829 | 22 | 4 | 18 | 315 | 213 | 102 |
| General Office | 8.6% | 17.1% | 852 | 61 | 37 | 24 | 114 | 31 | 83 |
| Shopping Center (>150k) | 13.1% | 20.4% | 4,044 | 59 | 30 | 29 | 385 | 163 | 222 |
| Subtotal | 7.3% | 24.9% | 8,725 | 142 | 71 | 71 | 814 | 407 | 407 |
| Pass-By Traffic | | | | | | | | | |
| Shopping Center (>150k) | 19% | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| Subtotal | | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **15,010** | **1,246** | **839** | **407** | **1,474** | **469** | **1,005** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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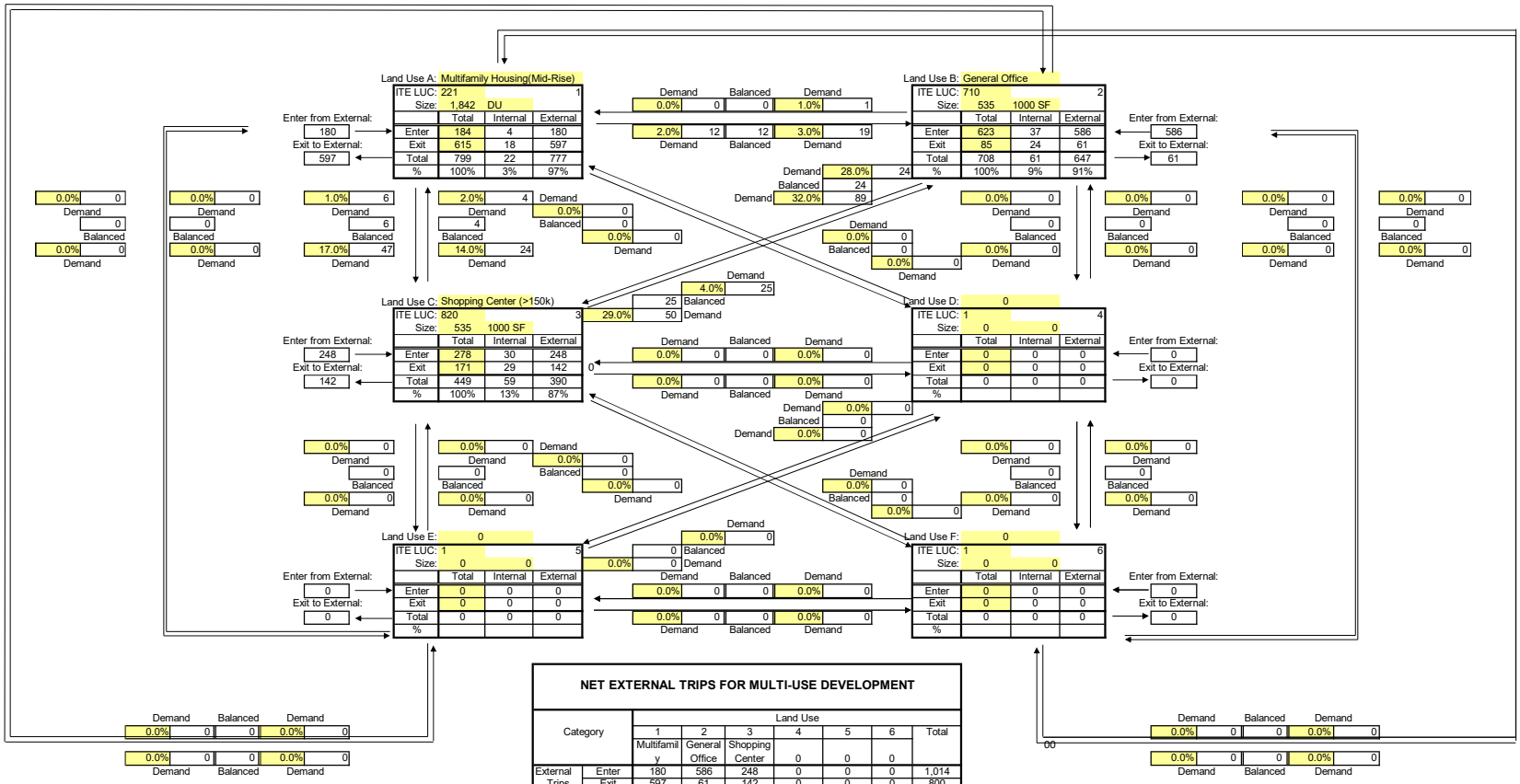
# EXHIBIT 2B

**Analysis Period:** PM____, Midday____, AM __X__. **Project Number:** 023009 **Task Number:**
**Analyst:** MEP **Project Name:** Selvitz Road Ft. Pierce
**Date:** 5/5/2023 **Scenario:** AM Peak Hour - 0.2 FAR




**NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT**

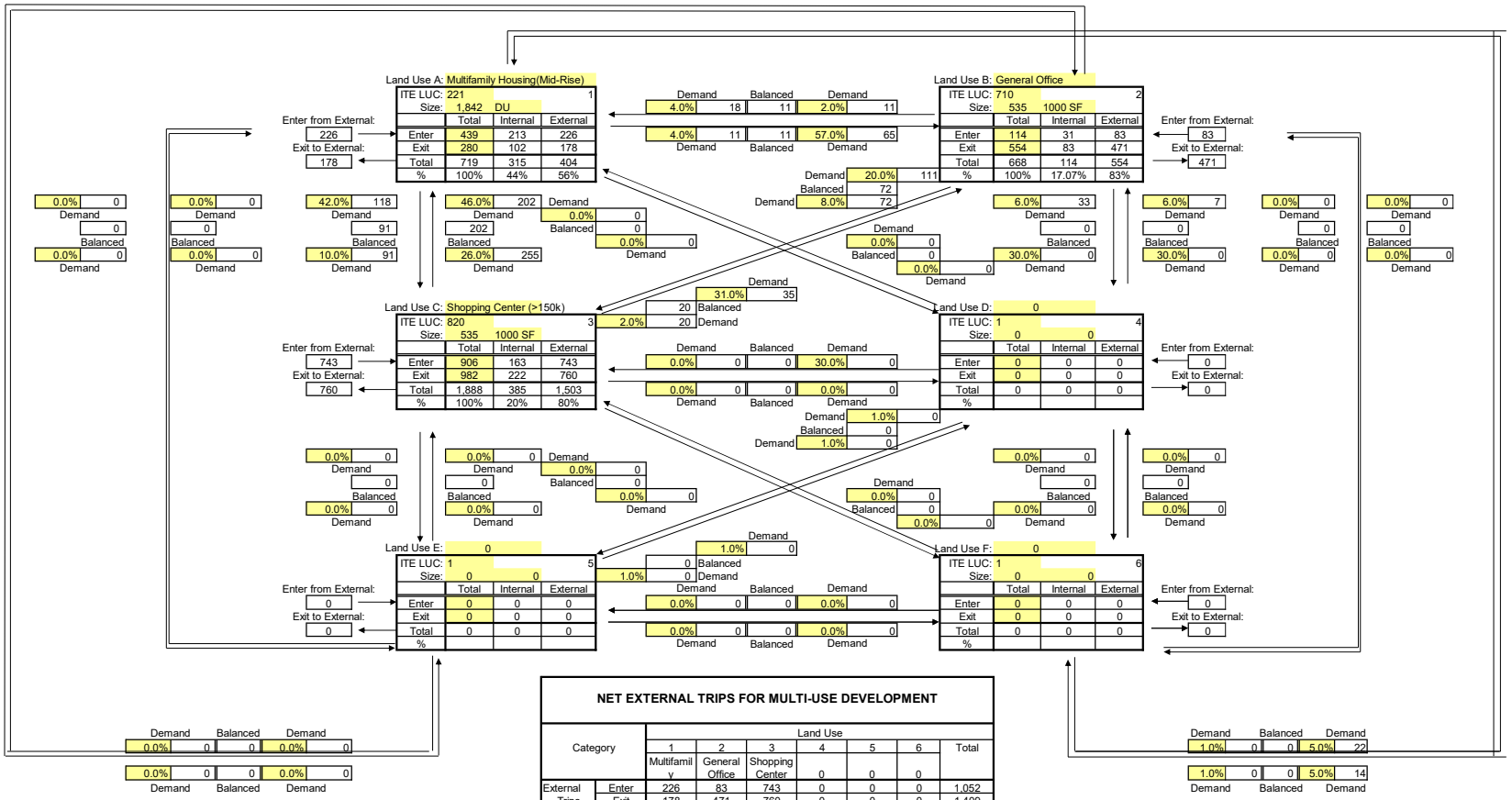
| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 180 | 586 | 248 | 0 | 0 | 0 | 1,014 |
| | Exit | 597 | 61 | 142 | 0 | 0 | 0 | 800 |
| | Total | 777 | 647 | 390 | 0 | 0 | 0 | **1,814** |
| Internal Trips | Enter | 4 | 37 | 30 | 0 | 0 | 0 | 71 |
| | Exit | 18 | 24 | 29 | 0 | 0 | 0 | 71 |
| | Total | 22 | 61 | 59 | 0 | 0 | 0 | **142** |
| Single Use Trip Gen Estimate | | 799 | 708 | 449 | 0 | 0 | 0 | **1,956** |

Print Date = 05/05/23
File Name = S:\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 2-4-23\[TRIP GENERATION Selzitz FLU 5-5.xlsx] analysis Rezonig

# EXHIBIT 2C

**Analysis Period:** PM X , AM ____.
**Analyst:** MEP
**Date:** 5/5/2023

**Project Number:** 023009 **Task Number:** ____
**Project Name:** Selvitz Road Ft. Pierce
**Scenario:** PM Peak Hour - 0.2 FAR




## NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 226 | 83 | 743 | 0 | 0 | 0 | 1,052 |
| | Exit | 178 | 471 | 760 | 0 | 0 | 0 | 1,409 |
| | Total | 404 | 554 | 1,503 | 0 | 0 | 0 | **2,461** |
| Internal Trips | Enter | 213 | 31 | 163 | 0 | 0 | 0 | 407 |
| | Exit | 102 | 83 | 222 | 0 | 0 | 0 | 407 |
| | Total | 315 | 114 | 385 | 0 | 0 | 0 | **814** |
| Single Use Trip Gen Estimate | | 719 | 668 | 1,888 | 0 | 0 | 0 | **3,275** |

Print Date = 05/05/23
File Name = S:\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 2-4-23\[TRIP GENERATION Selzitz FLU 5-5.xlsx] analysis Rezonig

**EXHIBIT 3**

**Selvitz Road Ft. Pierce**

**Trip Generation - Rezoning**

| ITE Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Proposed Maximum Zoning Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 342 | DU | 1,585 | 139 | 32 | 107 | 134 | 82 | 52 |
| General Office | 1,028 | 1000 SF | 8,815 | 1,242 | 1,093 | 149 | 1,149 | 195 | 954 |
| Single Family Detached | 474 | DU | 4,223 | 307 | 80 | 227 | 429 | 270 | 159 |
| Subtotal | | | 14,623 | 1,688 | 1,205 | 483 | 1,712 | 547 | 1,165 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.2% | 2.2% | 35 | 3 | 1 | 2 | 3 | 2 | 1 |
| General Office | 0.8% | 1.0% | 84 | 10 | 7 | 3 | 11 | 4 | 7 |
| Single Family Detached | 2.3% | 1.9% | 79 | 7 | 2 | 5 | 8 | 5 | 3 |
| Subtotal | 1.2% | 1.3% | 198 | 20 | 10 | 10 | 22 | 11 | 11 |
| ***NET PROPOSED REZONING TRIPS*** | | | ***14,425*** | ***1,668*** | ***1,195*** | ***473*** | ***1,690*** | ***536*** | ***1,154*** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| Warehouse | 150 | 1000 SF | T = 1.58 (X) + 38.29 | 0% | 79/21 | T = 0.12 (X) + 23.62 | 25/75 | T = 0.12 (X) + 26.48 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |

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ITE 11th Edition

# APPENDIX A.

# AADT

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8549 - S 25TH ST (CR 615) - N OF DADE RD (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 15700 C | N 7600 | S 8100 | 9.00 | 50.90 | 18.10 |
| 2020 | 16800 S | N 8300 | S 8500 | 9.00 | 51.30 | 5.20 |
| 2019 | 17600 F | N 8700 | S 8900 | 9.00 | 51.00 | 5.20 |
| 2018 | 17800 C | N 8800 | S 9000 | 9.00 | 51.30 | 5.20 |
| 2017 | 18200 S | N 8900 | S 9300 | 9.00 | 50.90 | 10.00 |
| 2016 | 17800 F | N 8700 | S 9100 | 9.00 | 50.90 | 10.00 |
| 2015 | 17600 C | N 8600 | S 9000 | 9.00 | 51.00 | 10.00 |
| 2014 | 16300 C | N 8000 | S 8300 | 9.00 | 50.80 | 3.60 |
| 2013 | 14100 C | N 7300 | S 6800 | 9.00 | 50.80 | 3.60 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8539 - MIDWAY RD FROM SELVITZ RD TO WEST VIRGINIA DR (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 24000 C | E 11000 | W 13000 | 9.00 | 50.90 | 10.50 |
| 2020 | 15500 S | E 7800 | W 7700 | 9.00 | 51.30 | 10.80 |
| 2019 | 16200 F | E 8200 | W 8000 | 9.00 | 51.00 | 10.80 |
| 2018 | 16400 C | E 8300 | W 8100 | 9.00 | 51.30 | 10.80 |
| 2017 | 12900 S | E 6300 | W 6600 | 9.00 | 50.90 | 8.90 |
| 2016 | 12700 F | E 6200 | W 6500 | 9.00 | 50.90 | 8.90 |
| 2015 | 12500 C | E 6100 | W 6400 | 9.00 | 51.00 | 8.90 |
| 2014 | 14400 F | E 7100 | W 7300 | 9.00 | 50.80 | 4.40 |
| 2013 | 14400 C | E 7100 | W 7300 | 9.00 | 50.80 | 4.40 |
| 2012 | 14200 C | E 7100 | W 7100 | 9.00 | 56.80 | 4.40 |
| 2011 | 12100 T | 0 | 0 | 9.00 | 57.20 | 7.60 |
| 2010 | 12100 S | E 6200 | W 5900 | 10.32 | 55.40 | 12.10 |
| 2009 | 12100 F | E 6200 | W 5900 | 10.27 | 57.35 | 12.10 |
| 2008 | 12300 C | E 6300 | W 6000 | 10.45 | 58.06 | 12.10 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8538 - MIDWAY RD FROM GLADE RD TO FLORIDA TURNPIKE (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 18700 C | E 9900 | W 8800 | 9.00 | 50.90 | 17.20 |
| 2020 | 15900 S | E 8200 | W 7700 | 9.00 | 51.30 | 10.90 |
| 2019 | 16600 F | E 8600 | W 8000 | 9.00 | 51.00 | 10.90 |
| 2018 | 16800 C | E 8700 | W 8100 | 9.00 | 51.30 | 10.90 |
| 2017 | 16000 S | E 8200 | W 7800 | 9.00 | 50.90 | 19.50 |
| 2016 | 15800 F | E 8100 | W 7700 | 9.00 | 50.90 | 19.50 |
| 2015 | 15600 C | E 8000 | W 7600 | 9.00 | 56.30 | 19.50 |
| 2014 | 15900 F | E 7900 | W 8000 | 9.00 | 54.70 | 7.60 |
| 2013 | 15700 C | E 7800 | W 7900 | 9.00 | 57.20 | 7.60 |
| 2012 | 16200 C | E 8100 | W 8100 | 9.00 | 57.00 | 7.60 |
| 2011 | 13000 T | 0 | 0 | 9.00 | 56.50 | 7.60 |
| 2010 | 13000 S | E 6600 | W 6400 | 11.51 | 57.07 | 13.50 |
| 2009 | 13600 F | E 6900 | W 6700 | 11.11 | 58.68 | 13.50 |
| 2008 | 14100 C | E 7200 | W 6900 | 11.51 | 54.38 | 13.50 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8520 - SELVITZ RD FROM PEACHTREE BLVD TO MIDWAY RD (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 8800 F | N 4400 | S 4400 | 9.00 | 50.90 | 9.20 |
| 2020 | 9000 C | N 4500 | S 4500 | 9.00 | 51.30 | 9.20 |
| 2019 | 7600 S | N 3800 | S 3800 | 9.00 | 51.00 | 9.20 |
| 2018 | 7600 F | N 3800 | S 3800 | 9.00 | 51.30 | 9.20 |
| 2017 | 7600 C | N 3800 | S 3800 | 9.00 | 50.90 | 9.20 |
| 2016 | 7300 S | N 3600 | S 3700 | 9.00 | 50.90 | 4.90 |
| 2015 | 7300 F | N 3600 | S 3700 | 9.00 | 51.00 | 4.90 |
| 2014 | 7300 C | N 3600 | S 3700 | 9.00 | 50.80 | 4.90 |
| 2013 | 6700 C | N 3400 | S 3300 | 9.00 | 50.80 | 4.40 |
| 2012 | 6900 C | N 3400 | S 3500 | 9.00 | 56.80 | 4.40 |
| 2011 | 7600 T | 0 | 0 | 9.00 | 57.20 | 3.10 |
| 2010 | 7600 S | N 3800 | S 3800 | 10.32 | 55.40 | 7.30 |
| 2009 | 7600 F | N 3800 | S 3800 | 10.27 | 57.35 | 7.30 |
| 2008 | 7600 C | N 3800 | S 3800 | 10.45 | 58.06 | 7.30 |
| 2007 | 8100 C | N 3900 | S 4200 | 10.31 | 58.74 | 7.80 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7055 - CR 615/25TH STREET SOUTH/ST. JAMES DR - S. OF MIDWAY RD WEST (COUNTY 172)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 15200 T | N 7600 | S 7600 | 9.00 | 50.90 | 7.20 |
| 2020 | 15400 S | N 7700 | S 7700 | 9.00 | 51.30 | 31.50 |
| 2019 | 16100 F | N 8000 | S 8100 | 9.00 | 51.00 | 7.80 |
| 2018 | 16300 C | N 8100 | S 8200 | 9.00 | 51.30 | 5.80 |
| 2017 | 17200 E | N 8500 | S 8700 | 9.00 | 50.90 | 10.00 |
| 2016 | 16000 R | N 7900 | S 8100 | 9.00 | 50.90 | 6.20 |
| 2015 | 15800 T | N 7800 | S 8000 | 9.00 | 51.00 | 41.80 |
| 2014 | 15800 S | N 7800 | S 8000 | 9.00 | 50.80 | 49.50 |
| 2013 | 15800 F | N 7800 | S 8000 | 9.00 | 50.80 | 11.90 |
| 2012 | 15800 C | N 7800 | S 8000 | 9.00 | 56.80 | 7.10 |
| 2011 | 17000 F | N 8400 | S 8600 | 9.00 | 57.20 | 7.60 |
| 2010 | 17000 C | N 8400 | S 8600 | 10.32 | 55.40 | 4.90 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7011 - ON GLADES CUT-OFF RD - W. OF SELVITZ RD (COUNTY 113)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 5400 S | E 2700 | W 2700 | 9.00 | 50.90 | 7.20 |
| 2020 | 5400 F | E 2700 | W 2700 | 9.00 | 51.30 | 31.50 |
| 2019 | 5600 C | E 2800 | W 2800 | 9.00 | 51.00 | 7.80 |
| 2018 | 4800 V | E 2400 | W 2400 | 9.00 | 51.30 | 5.80 |
| 2017 | 4800 R | E 2400 | W 2400 | 9.00 | 50.90 | 10.00 |
| 2016 | 4800 T | E 2400 | W 2400 | 9.00 | 50.90 | 6.20 |
| 2015 | 4800 S | E 2400 | W 2400 | 9.00 | 51.00 | 41.80 |
| 2014 | 4800 F | E 2400 | W 2400 | 9.00 | 50.80 | 49.50 |
| 2013 | 4800 C | E 2400 | W 2400 | 9.00 | 50.80 | 11.90 |
| 2012 | 3800 S | E 1900 | W 1900 | 9.00 | 56.80 | 19.20 |
| 2011 | 3800 F | E 1900 | W 1900 | 9.00 | 57.20 | 19.20 |
| 2010 | 3800 C | E 1900 | W 1900 | 10.32 | 55.40 | 19.20 |
| 2009 | 3700 C | E 1800 | W 1900 | 10.27 | 57.35 | 17.00 |
| 2008 | 5300 C | E 2600 | W 2700 | 10.45 | 58.06 | 20.20 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0016 - CR 615/25 ST S - N OF CR 712/MIDWAY RD (COUNTY 171 AND 16)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 18000 V | N 8600 | S 9400 | 9.00 | 50.90 | 7.20 |
| 2020 | 18200 R | N 8700 | S 9500 | 9.00 | 51.30 | 31.50 |
| 2019 | 19000 T | N 9100 | S 9900 | 9.00 | 51.00 | 7.80 |
| 2018 | 19200 S | N 9200 | S 10000 | 9.00 | 51.30 | 5.80 |
| 2017 | 19100 F | N 9100 | S 10000 | 9.00 | 50.90 | 10.00 |
| 2016 | 18900 C | N 8900 | S 10000 | 9.00 | 50.90 | 6.20 |
| 2015 | 15900 V | N 7800 | S 8100 | 9.00 | 51.00 | 4.90 |
| 2014 | 15900 R | N 7800 | S 8100 | 9.00 | 50.80 | 5.90 |
| 2013 | 15900 T | N 7800 | S 8100 | 9.00 | 50.80 | 8.50 |
| 2012 | 15900 S | N 7800 | S 8100 | 9.00 | 56.80 | 4.20 |
| 2011 | 16100 F | N 7900 | S 8200 | 9.00 | 57.20 | 6.20 |
| 2010 | 16100 C | N 7900 | S 8200 | 10.32 | 55.40 | 6.20 |
| 2009 | 15400 C | N 7800 | S 7600 | 10.27 | 57.35 | 6.20 |
| 2007 | 12600 C | N 6100 | S 6500 | 10.31 | 58.74 | 5.20 |
| 2006 | 13300 C | N 6500 | S 6800 | 10.73 | 65.89 | 7.70 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

## SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0006-000-3 |
| PARCEL 2 | 2432-211-0005-000-6 |
| PARCEL 3 | 2432-343-0001-000-4 |

| **POD BREAKOUT** | **ACREAGE** | **PRIMARY USE** |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DU/AC | 7 DUS. |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
| OTHER | 7.56 AC MINIMUM |

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DU/AC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGE | 60% MAX. |
| LOT COVERAGE | 90% MAX. |
| OPEN SPACE | 10% MIN |

**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGE | 60% MAX. |
| LOT COVERAGE | 90% MAX. |
| OPEN SPACE/ PERV | 10% MIN |

**PERMITTED RESIDENTIAL UNIT TYPES**
MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4600 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**
* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**
*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
*SEPARATE SITE PLANS WILL BE REQUIRED FOR EACH POD AT TIME OF FINAL DEVELOPMENT APPROVAL.

## PARKING

**APARTMENTS:** 1 SPACE PER 1 BD
2 SPACES PER 2,3 BD

**OTHER RESIDENTIAL:** 2 SPACES PER UNIT

**LIGHT INDUSTRIAL:** REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE

## LEGAL DESCRIPTION

**SELVITZ I, LLC**
TRACT AA PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINTOF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET;THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

**SELVITZ II, LLC**

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4,ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCENORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET;THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

**SELVITZ III, LLC**

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THERE FROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

**CONTAINING**: 5,349168 SQUARE FEET OR 122.8 ACRES, MORE OR LESS.

## TRAFFIC STATEMENT

ALL OF THE ROADWAY SEGMENTS ARE PROJECTED TO OPERATE ACCEPTABLY WITH THE PROPOSED REZONING EXCEPT MIDWAY ROAD FROM EAST TORINO PARKWAY TO JENKINS ROAD/MILNER ROAD. BECAUSE THIS ROAD IS FAILING IN THE EXISTING/BACKGROUND CONDITION, IT IS THE RESPONSIBILITY OF THE MAINTAINING AGENCY TO CORRECT THE EXISTING DEFICIENCY AND IT IS NOT A RESPONSIBILITY OF THE APPLICANT (CHAPTER 163.3180 (5) F.S.). THEREFORE, THE PROPOSED REZONING MEETS THE TRANSPORTATION REQUIREMENTS OF THE CITY'S CODE.

## DRAINAGE STATEMENT

PER THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT ISSUED IN SEPTEMBER 2016, PERMIT NUMBER 56-03396-P, THE SITE HAS NO DISCHARGE AND WILL RETAIN 100% OF ITS STORMWATER RUNOFF, FUTURE DEVELOPMENT WILL BE ENGINEERED TO ENSURE RUNOFF IS APPROPRIATELY DRAINED AND WILL NOT AFFECT SURROUNDING PROPERTIES.

ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 119 AND 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

## PROJECT TEAM

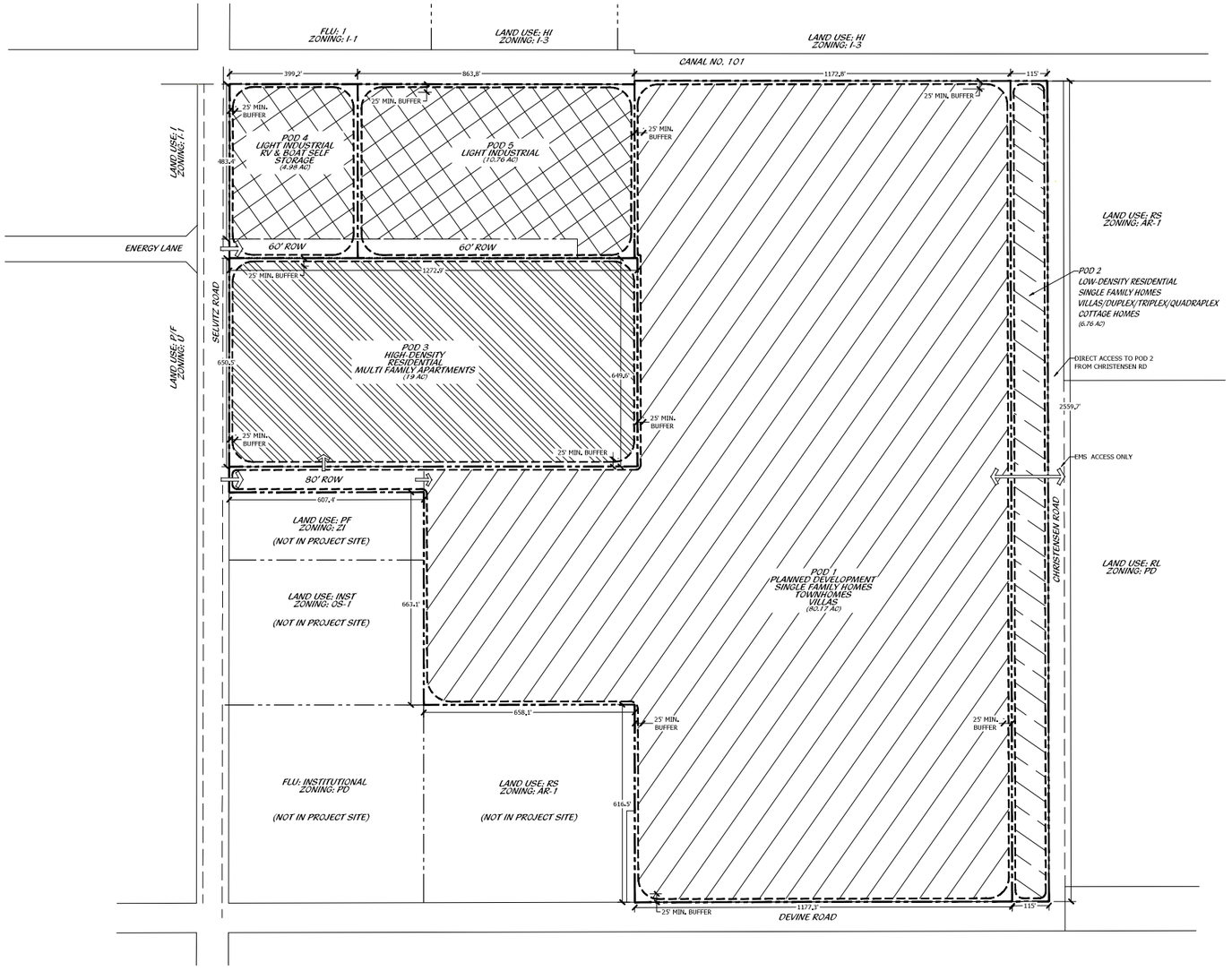

**OWNER/CLIENT:**
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

**AGENT/LANDSCAPE ARCHITECT/PLANNER:**
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

**SURVEYOR:**
DAVID LIDBERG
LIDBERG LAND SURVEYING
675 WEST INDIANTOWN RD, SUITE 200
JUPITER, FL 33458
561.746.8454

**ENVIRONMENTAL:**
DREW GATEWOOD
ADVANCED RESTORATION ECOLOGY
2593 NE ROBERTA ST
JENSON BEACH, FL 34957
772.242.7200

**TRAFFIC:**
SHAUN MACKENZIE
MACKENZIE ENGINEERING AND PLANNING
1172 SW 30TH ST, SUITE 500
PALM CITY, FL 34910
772.286.8030


## LEGEND

**LIGHT INDUSTRIAL**
INCLUDING SELF-STORAGE FACILITIES

***ACCESS POINT**

**RESIDENTIAL**
INCLUDING NEIGHBORHOODS OF HOUSING, WHICH NEIGHBORHOOD MAY ALSO CONTAIN SCHOOLS, PARKS, PLACES OF WORSHIP AND CIVIC FACILITIES ESSENTIAL TO THE DAILY LIFE OF THE RESIDENTS

**HIGH DENSITY RESIDENTIAL**
**MEDIUM DENSITY RESIDENTIAL**
**LOW DENSITY RESIDENTIAL**

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

*NOTE: LOCATION AND CONFIGURATION OF ALL DEVELOPMENT PARCELS, LAKES, AND OPEN SPACE WILL BE FULLY DELINEATED DURING THE POD SITE PLAN PROCESS.

# PLANNED DEVELOPMENT SITE PLAN

0' 100' 200' 400' 600' 800'

Scale: 1" = 200'-0"

North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Lic# LC-C000239


# SELVITZ ROAD

Ft. Pierce, Florida

| | |
|---|---|
| DESIGNED | PRP/LAH |
| DRAWN | PRP/LAH |
| APPROVED | DTS |
| JOB NUMBER | 21-1214 |
| DATE | 07-25-22 |
| REVISIONS | 09-02-22 |
| | 10-05-22 |
| | 01-09-23 |

SHEET 1 OF 2


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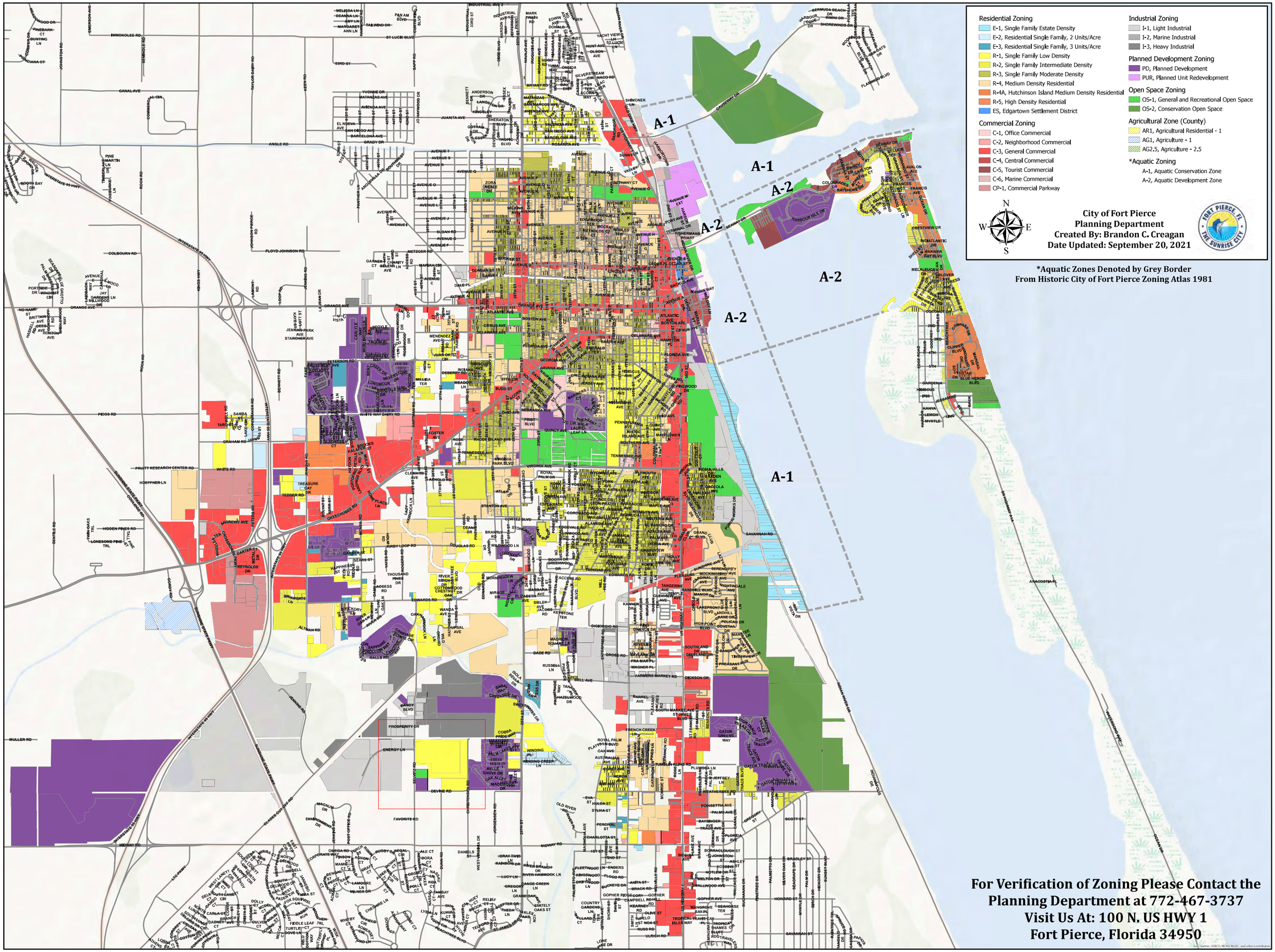
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.


Residential Zoning
E-1, Single Family Estate Density
E-2, Residential Single Family, 2 Units/Acre
E-3, Residential Single Family, 3 Units/Acre
R-1, Single Family Low Density
R-2, Single Family Intermediate Density
R-3, Single Family Moderate Density
R-4, Medium Density Residential
R-4A, Hutchinson Island Medium Density Residential
R-5, High Density Residential
ES, Edgartown Settlement District
Commercial Zoning
C-1, Office Commercial
C-2, Neighborhood Commercial
C-3, General Commercial
C-4, Central Commercial
C-5, Tourist Commercial
C-6, Marine Commercial
CP-1, Commercial Parkway
Industrial Zoning
I-1, Light Industrial
I-2, Marine Industrial
I-3, Heavy Industrial
Planned Development Zoning
PD, Planned Development
PUR, Planned Unit Redevelopment
Open Space Zoning
OS-1, General and Recreational Open Space
OS-2, Conservation Open Space
Agricultural Zone (County)
AR1, Agricultural Residential - 1
AG1, Agriculture - 1
AG2.5, Agriculture - 2.5
*Aquatic Zoning
A-1, Aquatic Conservation Zone
A-2, Aquatic Development Zone
N
W
E
S
City of Fort Pierce
Planning Department
Created By: Brandon C. Creagan
Date Updated: September 20, 2021
FORT PIERCE, FL
THE SUNRISE CITY
*Aquatic Zones Denoted by Grey Border
From Historic City of Fort Pierce Zoning Atlas 1981
A-1
A-2
A-2
A-2
A-1
For Verification of Zoning Please Contact the
Planning Department at 772-467-3737
Visit Us At: 100 N. US HWY 1
Fort Pierce, Florida 34950

APPENDIX D.

**GOP Table 1-1: Future Land Use Density/Intensity Summary Table**

| *Land Use Category* | ***Residential Density (dwelling units per gross acre)**** *(Also refer density bonus outlined in Policy 1.1.5)** | ***Non-Residential Floor Area Ratio (FAR)**** | *Land Use Breakdown* |
|---|---|---|---|
| ***RESIDENTIAL*** | | | |
| **Low Density Residential (RL)** | 1-6.5 du/ac | - | |
| **Hutchinson Island Residential (HIR)** | 8 du/ac | - | |
| **Medium Density Residential (RM)** | 6.5-12 du/ac | - | |
| **High Density Residential (RH)** | 12-18 du/ac | - | |
| ***COMMERCIAL*** | | | |
| **Boundary Commercial (BC)** | N/A | 1.0 | N/A |
| **Neighborhood Commercial (NC)** | 10du/ac | 0.5 | Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation. |
| **General Commercial (GC)** | 15 du/ac | 1.0 | Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation. |

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

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

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

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

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

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

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

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

## A.2 PROJECT INDEX AND TIP/RLRTP CROSS REFERENCE

| PROJECT NAME | PROJECT LIMITS FROM | PROJECT LIMITS TO | DESCRIPTION | PROJECT NUMBER | LRTP Page | TIP Page | TIP MAP Page |
|---|---|---|---|---|---|---|---|
| A1A BIG MUD CREEK AND BLIND CREEK BRIDGES | BIG MUD CREEK BRIDGE | BLIND CREEK BRIDGE | BRIDGE REPLACEMENT | 4491791 | 3-9 | C 6-2 | A-5 |
| A1A NORTH CAUSEWAY BRIDGE | ENTIRE BRIDGE | ENTIRE BRIDGE | BRIDGE REPLACEMENT | 4299362 | 8-3 | C 6-3 | A-4 |
| A1A SUNTRAIL | FT PIERCE INLET STATE PARK | SLC/INDIAN RIVER COUNTY LINE | BIKE PATH/TRAIL | 4435061 | 8-2 | C 1-2 | A-4 |
| BELL AVENUE | SOUTH 25TH ST | SUNRISE BLVD | BIKE LANE/SIDEWALK | 4460761 | 8-2 | C 1-3 | A-4 |
| EMERSON AVE | INDRIO RD | 25TH ST | RESURFACING | 4476511 | 3-9 | C 1-4 | A-4 |
| FEC OVERPASS | SAVANNAS RECREATION AREA | SOUTH OF SAVANNAH RD. | BIKE PATH/TRAIL | 4400321 | 8-2 | C 1-5 | A-4 |
| GATLIN BLVD | WEST OF I-95 | PORT ST LUCIE BLVD | TRAFFIC CONTROL DEVICES/SYSTEM | 4447071 | 8-3 | C 1-6 | A-5 |
| HISTORIC HIGHWAYMAN TRAIL GAP | INDIAN HILLS DR | GEORGIA AVE | BIKE PATH/TRAIL | 4400342 | 8-11 | C 1-7 | A-4 |
| I-95 @ GATLIN BLVD | OFF-RAMPS | OFF-RAMPS | INTERCHANGE - ADD LANES | 4397611 | 8-3 | C 1-8 | A-5 |
| I-95 @ ORANGE AVE | NB EXIT RAMP TO WB ORANGE AVE | NB EXIT RAMP TO WB ORANGE AVE | SKID HAZARD OVERLAY | 4492811 | 3-9 | C 1-10 | A-4 |
| I-95 @ ST. LUCIE WEST BLVD | INTERCHANGE | INTERCHANGE | INTERCHANGE - ADD LANES | 4353371 | 8-2 | C 1-12 | A-5 |
| I-95 FROM GATLIN BLVD TO ST. LUCIE WEST BLVD | GATLIN BLVD | ST. LUCIE WEST BLVD | SKID HAZARD OVERLAY | 4438471 | 3-9 | C 1-13 | A-5 |
| I-95 FROM GLADES CUT-OFF RD TO FL TPK | N OF GLADES CUT-OFF RD | N OF FLORIDA TURNPIKE | RESURFACING | 4491631 | 3-9 | C 1-14 | A-4 |
| I-95 FROM SLC/MARTIN TO SR-70 | SLC/MARTIN COUNTY LINE | SR-70/OKEECHOBEE RD | PD&E/EMO STUDY | 4226816 | 8-3 | C 1-15 | A-4, 5 |
| I-95 ST. LUCIE SOUTHBOUND REST AREA | REST AREA | REST AREA | REST AREA | 4499611 | 3-9 | C 1-16 | A-4 |
| INTERSECTION LIGHTING RETROFIT IMPROVEMENT | VARIOUS LOCATIONS | VARIOUS LOCATIONS | LIGHTING | 4470031 | 8-3 | C 1-17 | A-4 |
| JENKINS RD | GLADES CUT OFF RD | ORANGE AVENUE | PD&E/EMO STUDY | 4463311 | 8-3 | C 1-18 | A-4 |
| KESTOR DR | DARWIN BOULEVARD | BECKER RD | SIDEWALK | 4489981 | 8-11 | C 1-19 | A-5 |
| KINGS HWY | 400 feet S OF OKEECHOBEE RD | NORTH OF PICOS RD | ADD LANES & RECONSTRUCT | 2302566 | 8-2 | C 1-20 | A-4 |
| KINGS HWY | NORTH OF COMMERCIAL CIR | ST LUCIE BLVD | ADD LANES & RECONSTRUCT | 4383792 | 8-2 | C 1-21 | A-4 |
| KINGS HWY | N OF I-95 OVERPASS | N OF COMMERCIAL CIR | ADD LANES & RECONSTRUCT | 4383791 | 8-2 | C 1-22 | A-4 |
| KINGS HWY | NORTH OF PICOS RD | NORTH OF I-95 OVERPASS | ADD LANES & RECONSTRUCT | 2302567 | 8-2 | C 1-23 | A-4 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| KINGS HWY | N OF I-95 OVERPASS | SOUTH OF ANGLE | ADD LANES & RECONSTRUCT | 4383794 | 8-2 | C 1-26 | A-4 |
| MIDWAY RD | GLADES CUT OFF RD | SELVITZ ROAD | ADD LANES & RECONSTRUCT | 2314403 | 8-2 | C 1-27 | A-4, 5 |
| MIDWAY RD | JENKINS RD | SELVITZ RD | ADD LANES & RECONSTRUCT | 2314405 | 8-11 | C 1-28 | A-4, 5 |
| OKEECHOBEE RD | IDEAL HOLDING RD | ROCK RD | RESURFACING | 4476531 | 3-9 | C 1-29 | A-4 |
| OLEANDER AVE | SOUTH MARKET AVE | EDWARDS RD | SIDEWALK | 4480661 | 8-11 | C 1-30 | A-4 |
| ORANGE AVE | KINGS HWY | E OF I-95 SB RAMP | INTERCHANGE - ADD LANES | 4461681 | 8-3 | C 1-31 | A-4 |
| ORANGE AVE | KINGS HWY | US-1 | ATMS - ARTERIAL TRAFFIC MGMT | 4496961 | 8-11 | C 1-32 | A-4 |
| ORANGE AVE | NORTH 32ND ST | US-1 | RESURFACING | 4461691 | 3-9 | C 1-33 | A-4 |
| OUTFALL FOR VIRGINIA AVE | OLEANDER BLVD | INDIAN HILLS DR | DRAINAGE IMPROVEMENTS | 4417151 | 3-9 | C 1-34 | A-4 |
| PORT ST. LUCIE BLVD | BECKER RD | PAAR DRIVE | ADD LANES & RECONSTRUCT | 4317523 | 8-2 | C 1-35 | A-5 |
| PORT ST. LUCIE BLVD | PAAR DRIVE | DARWIN BLVD | ADD LANES & RECONSTRUCT | 4317522 | 8-2 | C 1-36 | A-5 |
| PORT ST. LUCIE BLVD | SOUTH OF PAAR DR | SOUTH OF ALCANTARRA BLVD | ADD LANES & RECONSTRUCT | 4317525 | 8-2 | C 1-37 | A-5 |
| PORT ST. LUCIE BLVD | SHELTER DR | US-1 | RESURFACING | 4463761 | 3-9 | C 1-38 | A-5 |
| PRIMA VISTA BLVD TSM&O | AIROSO BLVD | NARANJA AVE | ITS COMMUNICATION SYSTEM | 4481341 | 8-11 | C 1-39 | A-5 |
| S 25TH ST | N OF EDWARDS RD | N OF VIRGINIA AVE | RESURFACING | 4461701 | 3-9 | C 1-40 | A-4 |
| SAVANNAS PRESERVE STATE PARK GAP | LENNARD RD | SAVANNAS RECREATION AREA | BIKE PATH/TRAIL | 4399993 | 8-3 | C 1-41 | A-4, 5 |
| SAVANNAS PRESERVE STATE PARK GAP | WALTON RD | LENNARD RD | BIKE PATH/TRAIL | 4399992 | 8-2 | C 1-42 | A-5 |
| SELVITZ RD | NW FLORESTA DRIVE | NW BAYSHORE BLVD | BIKE LANE/SIDEWALK | 4460741 | 8-2 | C 1-43 | A-5 |
| ST. LUCIE BLVD | EAST OF N 25 ST | WEST OF US-1 | RESURFACING | 4484491 | 3-9 | C 1-44 | A-4 |
| ST. LUCIE COUNTY PORT OF FT. PIERCE | PORT OF FT. PIERCE | PORT OF FT. PIERCE | SEAPORT REVENUE/OPERAT PROJECT | 4150862 | 3-9 | C 8-2 | A-4 |
| TURNPIKE RESURFACING | MP 169.3 | MP 173 | RESURFACING | 4444021 | 3-9 | C 7-5 | A-4 |
| US HIGHWAY 1 | EDWARDS RD | TENNESSEE AVE | DRAINAGE IMPROVEMENTS | 4417141 | 3-9 | C 1-45 | A-4 |
| US HIGHWAY 1 | MARTIN/ST. LUCIE COUNTY LINE | PORT ST. LUCIE BLVD | RESURFACING | 4476521 | 3-9 | C 1-46 | A-5 |
| US HIGHWAY 1 | NORTH OF VIRGINIA AVE | SUNNY LANE | RESURFACING | 4461091 | 3-9 | C 1-47 | A-4 |
| US HIGHWAY 1 | SOUTH OF JUANITA AVE | NORTH OF KINGS HWY | RESURFACING | 4484501 | 3-9 | C 1-48 | A-4 |
| WALTON RD | 800 FEET EAST OF LENNARD RD | GREEN RIVER PKWY | SIDEWALK | 4483081 | 8-11 | C 1-49 | A-5 |

**ROADS IMPACT FEES - FUND 310006**
CAPITAL IMPROVEMENT PLAN

***REVENUES:***

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 |
|---|---|---|---|---|---|
| Available Major Project Reserves | $ 37,605,174 | $ 18,347,272 | $ 7,686,786 | $ 1,513,650 | $ 2,159,167 |
| Residential Impact Fees | $ 8,413,791 | $ 8,126,589 | $ 7,690,100 | $ 7,459,529 | $ 7,459,529 |
| Commercial Impact Fees | $ 934,866 | $ 902,954 | $ 854,456 | $ 828,837 | $ 828,837 |
| Reimbursement | $ - | $ - | $ 5,000,000 | $ 5,000,000 | $ 5,000,000 |
| Interest | $ 564,078 | $ 275,209 | $ 115,302 | $ 22,705 | $ 32,387 |
| Less 5 Percent | $ (495,637) | $ (465,238) | $ (682,993) | $ (665,553) | $ (666,038) |
| | | | | | |
| **Total Budgeted Revenues** | **$ 47,022,272** | **$ 27,186,786** | **$ 20,663,650** | **$ 14,159,167** | **$ 14,813,881** |

***EXPENDITURES:***

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FUTURE ANTICIPATED NEEDS |
|---|---|---|---|---|---|---|
| Glades Cut Off Rd Improvements | $ - | $ - | $ - | $ - | $ - | $ 81,100,000 |
| Jenkins Road Phase 1 (from Midway to Glades Cut Off Rd) | $ - | $ 12,000,000 | $ - | $ - | $ - | $ - |
| Jenkins Road Phase 2 (from Glades Cut Off Rd to Orange Ave) | $ 375,000 | $ 1,000,000 | $ - | $ - | $ - | $ 69,000,000 |
| Jenkins Road Phase 3 (from Orange Ave to St Lucie Blvd) | $ - | $ - | $ - | $ - | $ - | $ 49,000,000 |
| Midway Rd Widening Phase 1 (Jenkins Rd to Selvitz Rd) | $ 28,000,000 | $ - | $ - | $ - | $ - | $ - |
| Midway Rd (Glades Cut Off to Jenkins) Includes Tpk Interchange | $ - | $ - | $ - | $ - | $ - | $ 75,250,000 |
| Selvitz Road Improvements (Glades Cut Off Rd to Edwards Rd) | $ - | $ - | $ 17,000,000 | $ - | $ - | $ - |
| Walton Road Sidewalk (Lennard Rd to Green River Pkwy) | $ 200,000 | $ 1,000,000 | $ - | $ - | $ - | $ - |
| North County Airport Connector (I-95 to King's Hwy) | $ - | $ - | $ - | $ - | $ 2,000,000 | $ 52,600,000 |
| Selvitz Rd and Glades Cut Off Rd Intersection Improvements | $ - | $ - | $ - | $ - | $ - | $ 21,100,000 |
| Bell Ave Sidewalk (25th Street to Sunrise Blvd) | $ 100,000 | $ - | $ - | $ - | $ - | $ - |
| Oleander Ave Sidewalk (South Market Ave to Edwards Rd) | $ - | $ 1,000,000 | $ 150,000 | $ - | $ 450,000 | $ - |
| Selvitz Rd Widening (Midway Rd-Glades Cut Off Rd) | $ - | $ - | $ - | $ - | $ - | $ 17,100,000 |
| Edwards Rd Widening (Jenkins Rd to 25th St) | $ - | $ 1,500,000 | $ 2,000,000 | $ 10,000,000 | $ - | $ - |
| Glades Cut Off Widening | $ - | $ 2,500,000 | $ - | $ 2,000,000 | $ 6,000,000 | $ - |
| St. Lucie West at Peacock Blvd Intersection (City of PSL) | $ - | $ 500,000 | $ - | $ - | $ 1,000,000 | tbd |
| | | | | | | |
| **Total Budgeted Expenses** | **$ 28,675,000** | **$ 19,500,000** | **$ 19,150,000** | **$ 12,000,000** | **$ 9,450,000** | **$ 365,150,000** |

***SUMMARY:***

| | | | | | |
|---|---|---|---|---|---|
| Revenues | $ 47,022,272 | $ 27,186,786 | $ 20,663,650 | $ 14,159,167 | $ 14,813,881 |
| Expenses | $ (28,675,000) | $ (19,500,000) | $ (19,150,000) | $ (12,000,000) | $ (9,450,000) |
| **CIP Reserve for Future Projects** | **$ 18,347,272** | **$ 7,686,786** | **$ 1,513,650** | **$ 2,159,167** | **$ 5,363,881** |

| ID | Roadway Name | From | To | E+C Lanes | Needs Plan Lanes | Project Type | Length (miles) |
|---|---|---|---|---|---|---|---|
| 133 | California Boulevard | Savona Boulevard | Del Rio Boulevard | 2 | 4 | Widen 2L to 4L | 1.33 |
| 134 | Discovery Way[1] | N-S Road B | Village Parkway | 2 | 4 | Widen 2L to 4L | 1.31 |
| 135 | East Torino Parkway | NW Cashmere Boulevard | Midway Road | 2 | 4 | Widen 2L to 4L | 2.73 |
| 136 | Glades Cut Off Road | Arterial A | Selvitz Road | 2 | 4 | Widen 2L to 4L | 5.39 |
| 137 | Jenkins Road | Altman Road | Orange Avenue | 2 | 4 | Widen 2L to 4L | 3.01 |
| 138 | Jenkins Road | Orange Avenue | N Jenkins Road | 2 | 4 | Widen 2L to 4L | 0.52 |
| 139 | Jenkins Road | Midway Road | Post Office Road | 2 | 4 | Widen 2L to 4L | 0.34 |
| 140 | Jenkins Road | Glades Cut-Off Road | Walmart Distribution Center | 2 | 4 | Widen 2L to 4L | 0.58 |
| 141 | Kings Highway | south of Indrio Road | US-1 | 2 | 4 | Widen 2L to 4L | 2.85 |
| 142 | McCarty Road[1] | Williams Road | Midway Road | 2 | 4 | Widen 2L to 4L | 1.27 |
| 143 | Midway Road | East Torino Parkway | Selvitz Road | 2 | 4 | Widen 2L to 4L | 1.33 |
| 144 | NW Cashmere Boulevard | Swan Lake Circle | East Torino Parkway | 2 | 4 | Widen 2L to 4L | 1.22 |
| 145 | Savona Boulevard | Gatlin Boulevard | California Boulevard | 2 | 4 | Widen 2L to 4L | 1.08 |
| 146 | Selvitz Road | Bayshore Drive | Milner Drive | 2 | 4 | Widen 2L to 4L | 2.68 |
| 148 | Southbend Boulevard | Becker Road | Port St. Lucie Boulevard | 2 | 4 | Widen 2L to 4L | 4.79 |
| 149 | St. Lucie West Boulevard | E of I-95 | Cashmere Boulevard | 4 | 6 | Widen 4L to 6L | 1.92 |
| 150 | I-95 | Martin/St. Lucie County Line | SR-70 | 6 | 8 | Widen 6L to 8L[2] | 14.59 |
| 151 | US-1 | Martin County Line | Indian River County Line | | | Operational Improvement | 21.42 |
| 152 | Seaway Drive | Harbor Isle Marina | north of Blue Heron Boulevard | | | Operational Improvement | 3.87 |

[2] Also known as Highway Capacity for Project Type per the SIS Adopted 1st 5 Year Program.

| ID | Roadway Name | From | To | E+C Lanes | Needs Plan Lanes | Project Type | Length (miles) |
|---|---|---|---|---|---|---|---|
| 153 | Torino Parkway | | | | | Neighborhood Traffic Management | 6.06 |
| 154 | Indian River Drive | Martin/St. Lucie County Line | Seaway Drive | | | Neighborhood Traffic Management | 14.63 |
| 155 | I-95 at Becker Road | | | | | ACES Network | |
| 156 | I-95 at Midway Road | | | | | ACES Network | |
| 157 | Okeechobee Road between Florida's Turnpike & I-95 | | | | | ACES Network | |
| 158 | I-95 at Indrio Road | | | | | ACES Network | |
| 159 | Kings Highway | St. Lucie Boulevard | south of Indrio Road | 2 | 4 | Widen 2L to 4L | 2.4 |
| 160 | Port St. Lucie Boulevard | Becker Road | Paar Drive | 2 | 4 | Widen 2L to 4L | 1.2 |
| 161 | California Boulevard | Del Rio Boulevard | Crosstown Parkway | 2 | 4 | Widen 2L to 4L | 0.37 |
| 162 | Midway Road[1] | Arterial A | I-95 | 2 | 4 | Widen 2L to 4L | 0.88 |
| 163 | Becker Road[1] | N-S Road B | Village Parkway | | 6 | New 6 Lanes | 2.26 |
| 164 | Paar Drive (West)[1] | Range Line Road | N-S Road A | 0 | 2 | New 2 Lanes | 0.94 |
| 165 | Open View Drive (West)[1] | Range Line Road | N-S Road A | 0 | 2 | New 2 Lanes | 0.95 |
| 166 | Trade Center/Tom Mackie[1] | Village Parkway | Discovery Way | 0 | 2 | New 2 Lanes | 0.36 |
| 167 | Village Parkway[1] | Becker Road | Discovery Way | 4 | 6 | Widen 4L to 6L | 3.26 |
| 168 | I-95 at Crosstown Parkway | | | | | ACES Network | |

# TABLE 1 Generalized **Annual Average Daily** Volumes for Florida's Urbanized Areas

January 2020

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 16,800 | 17,700 | ** |
| 4 | Divided | * | 37,900 | 39,800 | ** |
| 6 | Divided | * | 58,400 | 59,900 | ** |
| 8 | Divided | * | 78,800 | 80,100 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 7,300 | 14,800 | 15,600 |
| 4 | Divided | * | 14,500 | 32,400 | 33,800 |
| 6 | Divided | * | 23,300 | 50,000 | 50,900 |
| 8 | Divided | * | 32,000 | 67,300 | 68,100 |

### Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

### Median & Turn Lane Adjustments

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 2 | Divided | Yes | No | +5% |
| 2 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

### One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

### BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 2,900 | 7,600 | 19,700 |
| 50-84% | 2,100 | 6,700 | 19,700 | >19,700 |
| 85-100% | 9,300 | 19,700 | >19,700 | ** |

### PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 2,800 | 9,500 |
| 50-84% | * | 1,600 | 8,700 | 15,800 |
| 85-100% | 3,800 | 10,700 | 17,400 | >19,700 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

**Core Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 47,600 | 66,400 | 83,200 | 87,300 |
| 6 | 70,100 | 97,800 | 123,600 | 131,200 |
| 8 | 92,200 | 128,900 | 164,200 | 174,700 |
| 10 | 115,300 | 158,900 | 203,600 | 218,600 |
| 12 | 136,500 | 192,400 | 246,200 | 272,900 |

**Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 45,900 | 62,700 | 75,600 | 85,400 |
| 6 | 68,900 | 93,900 | 113,600 | 128,100 |
| 8 | 91,900 | 125,200 | 151,300 | 170,900 |
| 10 | 115,000 | 156,800 | 189,300 | 213,600 |

### Freeway Adjustments

| Auxiliary Lanes Present in Both Directions | Ramp Metering |
|---|---|
| + 20,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | 11,700 | 18,000 | 24,200 | 32,600 |
| 4 | Divided | 36,300 | 52,600 | 66,200 | 75,300 |
| 6 | Divided | 54,600 | 78,800 | 99,400 | 113,100 |

### Uninterrupted Flow Highway Adjustments

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 2 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

[1]Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 830 | 880 | ** |
| 2 | Divided | * | 1,910 | 2,000 | ** |
| 3 | Divided | * | 2,940 | 3,020 | ** |
| 4 | Divided | * | 3,970 | 4,040 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 370 | 750 | 800 |
| 2 | Divided | * | 730 | 1,630 | 1,700 |
| 3 | Divided | * | 1,170 | 2,520 | 2,560 |
| 4 | Divided | * | 1,610 | 3,390 | 3,420 |

### Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

### Median & Turn Lane Adjustments

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 1 | Divided | Yes | No | +5% |
| 1 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

### One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

### BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 150 | 390 | 1,000 |
| 50-84% | 110 | 340 | 1,000 | >1,000 |
| 85-100% | 470 | 1,000 | >1,000 | ** |

### PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 140 | 480 |
| 50-84% | * | 80 | 440 | 800 |
| 85-100% | 200 | 540 | 880 | >1,000 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

**Core Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 2 | 2,230 | 3,100 | 3,740 | 4,080 |
| 3 | 3,280 | 4,570 | 5,620 | 6,130 |
| 4 | 4,310 | 6,030 | 7,490 | 8,170 |
| 5 | 5,390 | 7,430 | 9,370 | 10,220 |
| 6 | 6,380 | 8,990 | 11,510 | 12,760 |

**Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 2 | 2,270 | 3,100 | 3,890 | 4,230 |
| 3 | 3,410 | 4,650 | 5,780 | 6,340 |
| 4 | 4,550 | 6,200 | 7,680 | 8,460 |
| 5 | 5,690 | 7,760 | 9,520 | 10,570 |

### Freeway Adjustments

| Auxiliary Lane | Ramp Metering |
|---|---|
| + 1,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | 580 | 890 | 1,200 | 1,610 |
| 2 | Divided | 1,800 | 2,600 | 3,280 | 3,730 |
| 3 | Divided | 2,700 | 3,900 | 4,920 | 5,600 |

### Uninterrupted Flow Highway Adjustments

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 1 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

# APPENDIX H

# Land Use: 110
# General Light Industrial

## Description

A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

## Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 2000s, and the 2010s in Colorado, Connecticut, Indiana, New Jersey, New York, Oregon, Pennsylvania, and Texas.

## Source Numbers

106, 157, 174, 177, 179, 184, 191, 251, 253, 286, 300, 611, 874, 875, 912

# General Light Industrial
# (110)

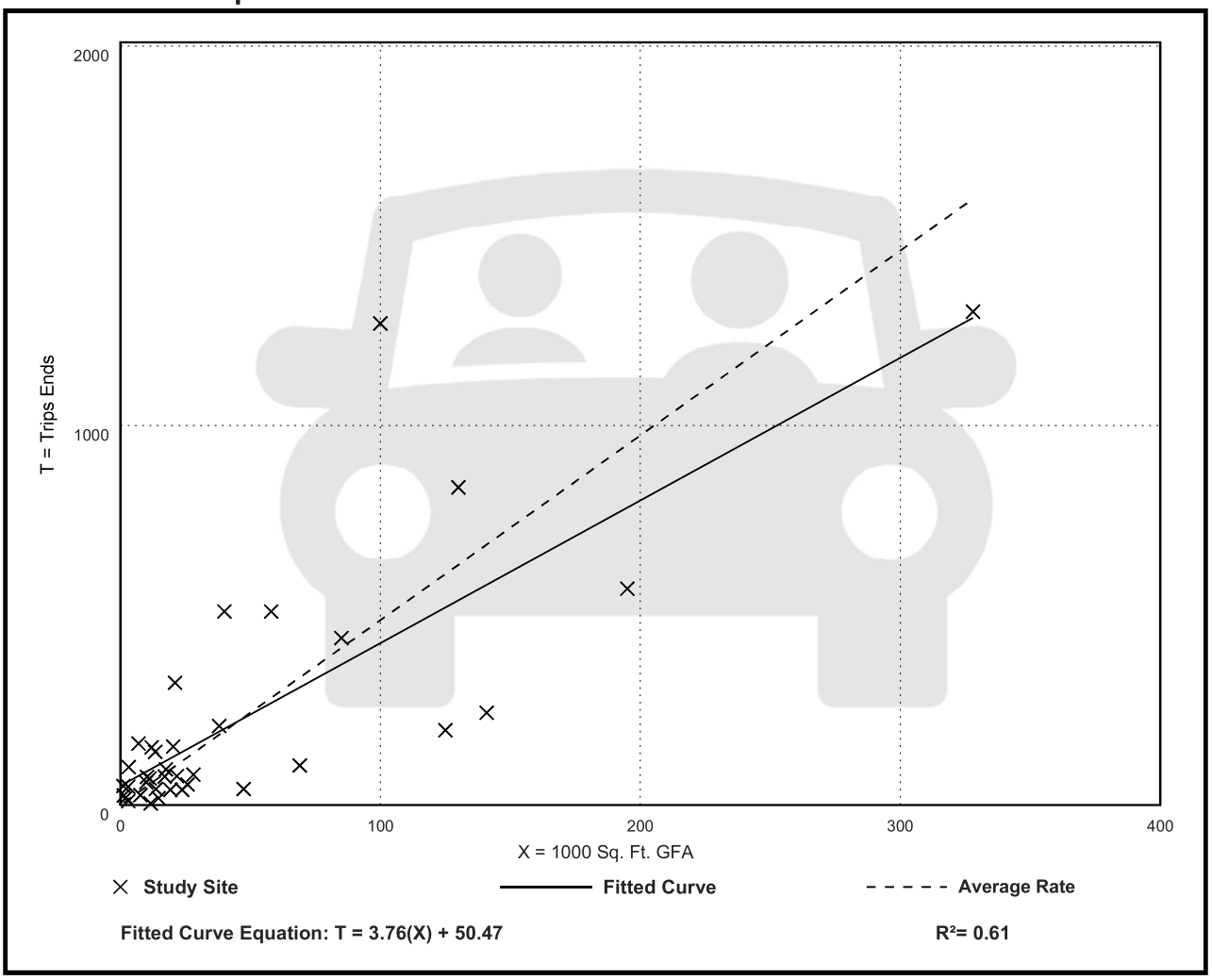
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 4.87 | 0.34 - 43.86 | 4.08 |

## Data Plot and Equation



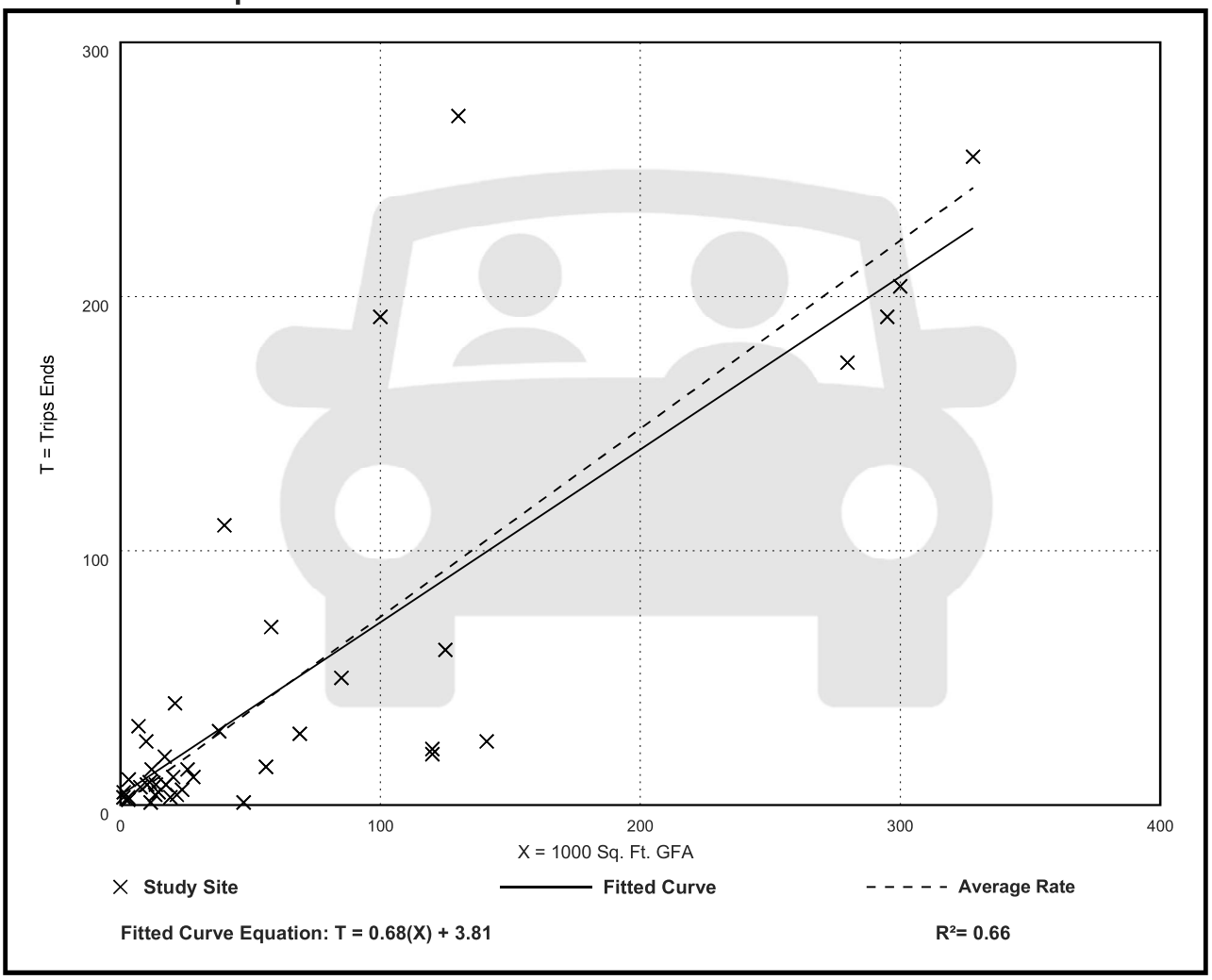
# General Light Industrial
# (110)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 41
Avg. 1000 Sq. Ft. GFA: 65
Directional Distribution: 88% entering, 12% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.74 | 0.02 - 4.46 | 0.61 |

## Data Plot and Equation



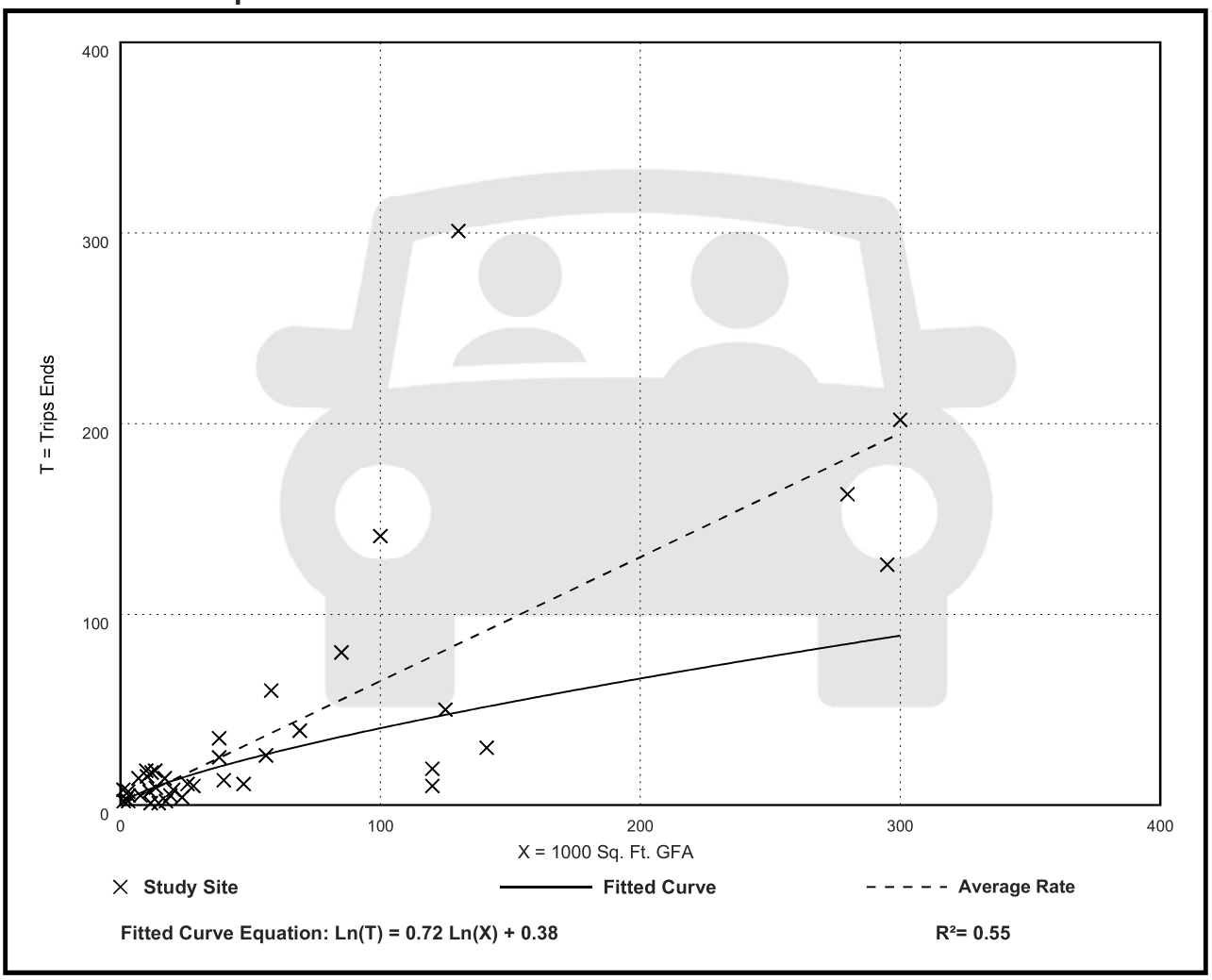
# General Light Industrial
# (110)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 58
Directional Distribution: 14% entering, 86% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.65 | 0.07 - 7.02 | 0.56 |

## Data Plot and Equation



# Land Use: 210
# Single-Family Detached Housing

## Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

## Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

## Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

## Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077,1078, 1079

# Single-Family Detached Housing
# (210)

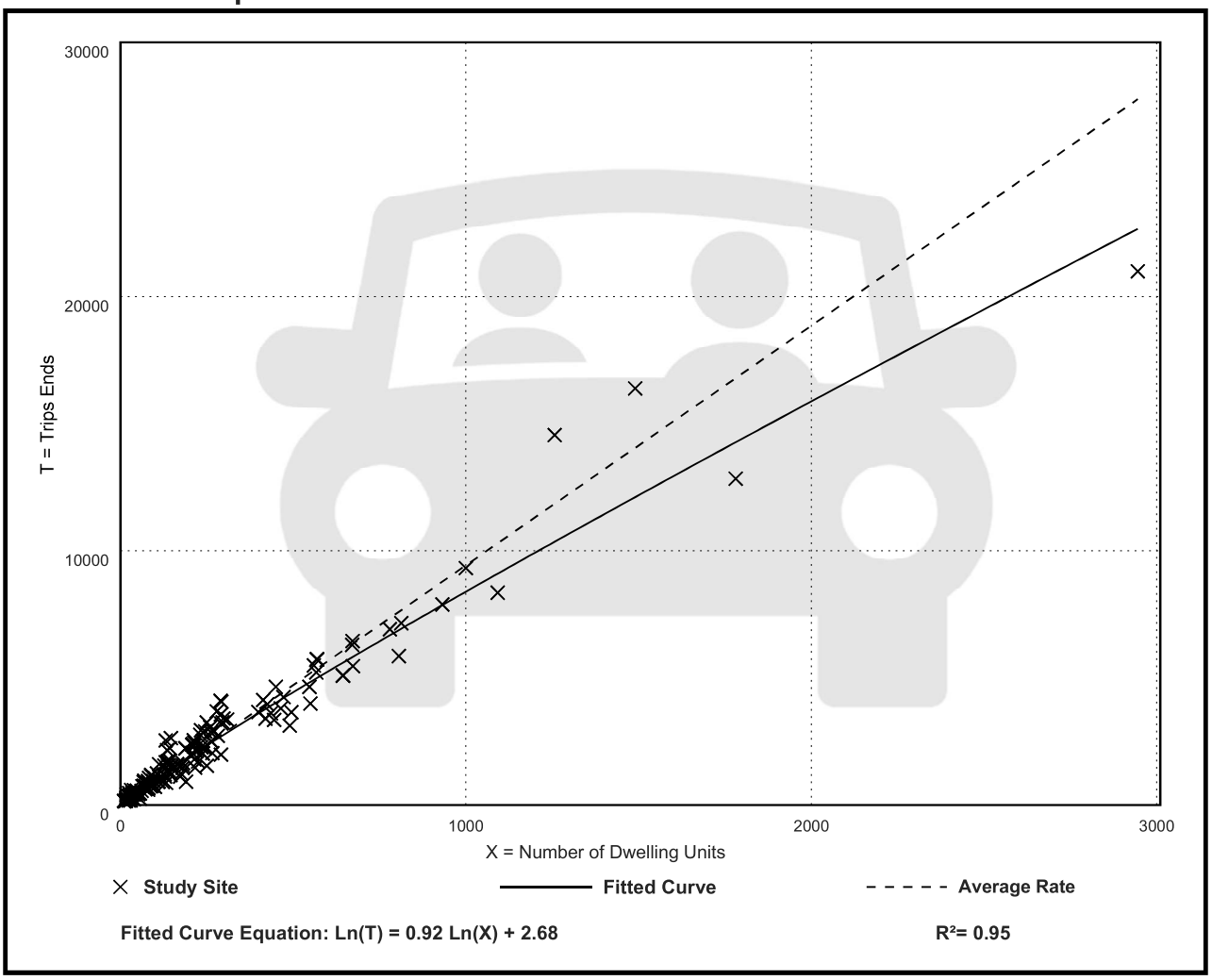
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 9.43 | 4.45 - 22.61 | 2.13 |

## Data Plot and Equation




**Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68**

**$R^2$= 0.95**

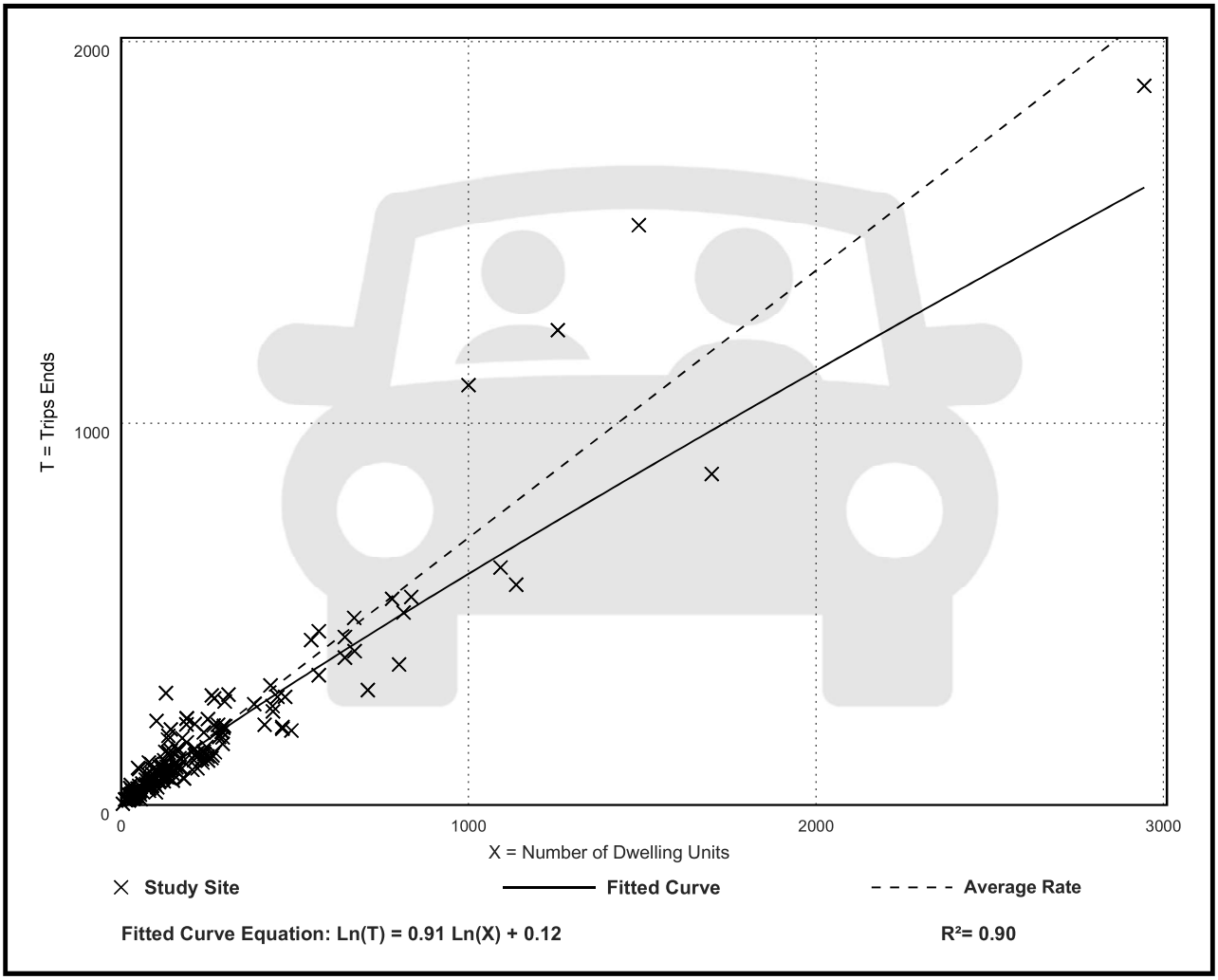
# Single-Family Detached Housing
# (210)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 26% entering, 74% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.70 | 0.27 - 2.27 | 0.24 |

## Data Plot and Equation



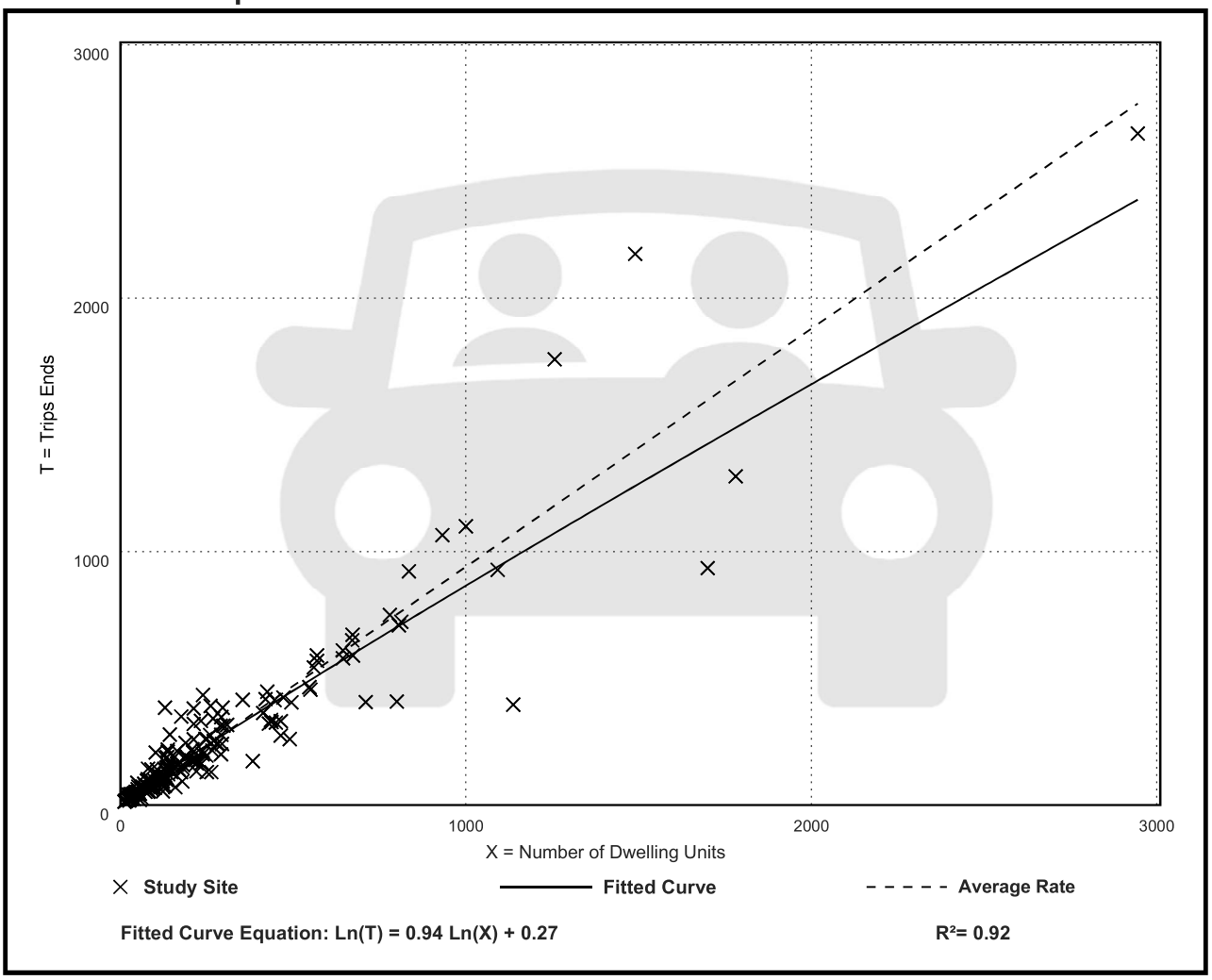
# Single-Family Detached Housing
# (210)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.94 | 0.35 - 2.98 | 0.31 |

## Data Plot and Equation



# Land Use: 221
# Multifamily Housing (Mid-Rise)

## Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

## Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

## Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

***It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).***

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

## Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076

# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

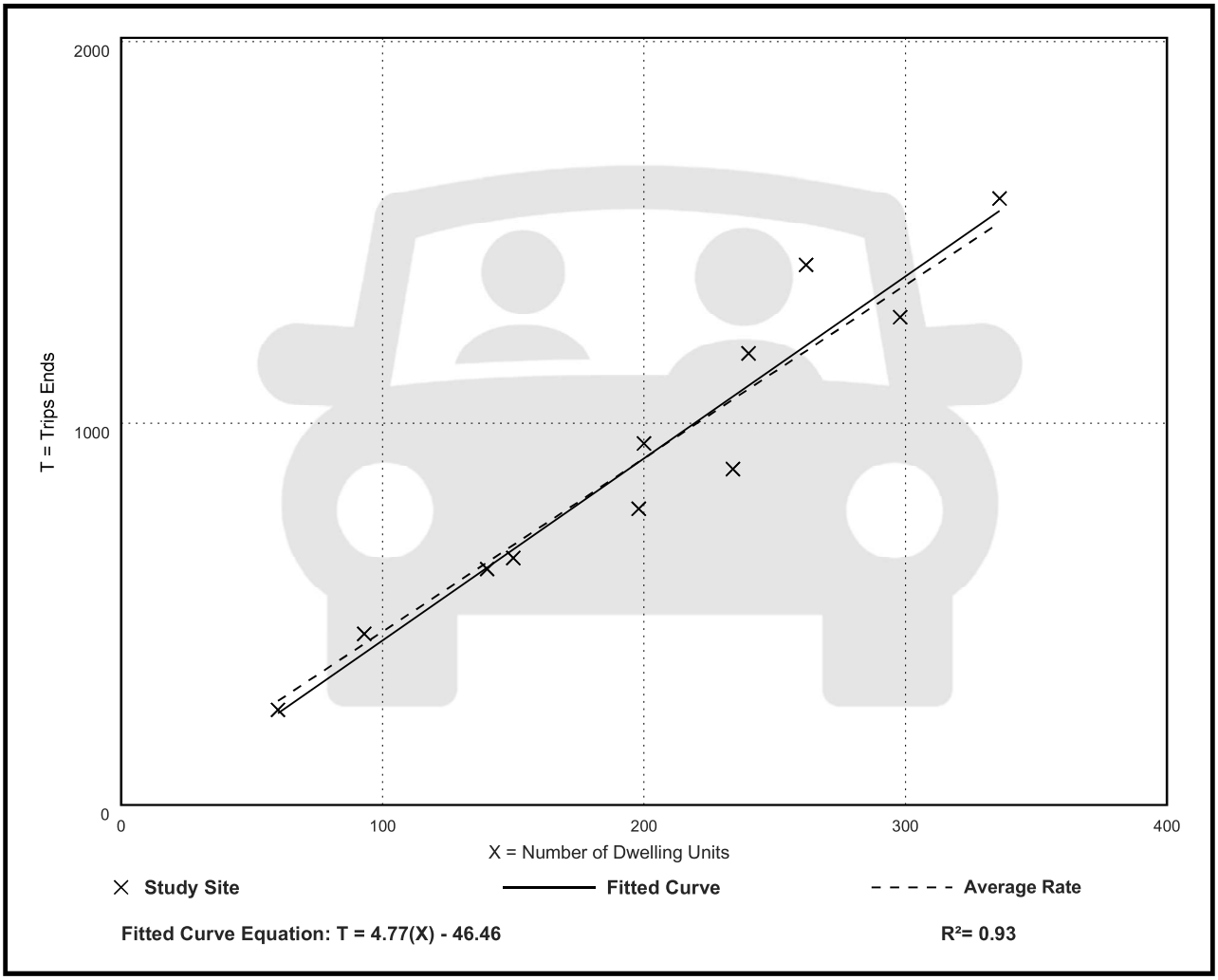
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 11
Avg. Num. of Dwelling Units: 201
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 4.54 | 3.76 - 5.40 | 0.51 |

## Data Plot and Equation




**Fitted Curve Equation: T = 4.77(X) - 46.46**

**$R^2$= 0.93**

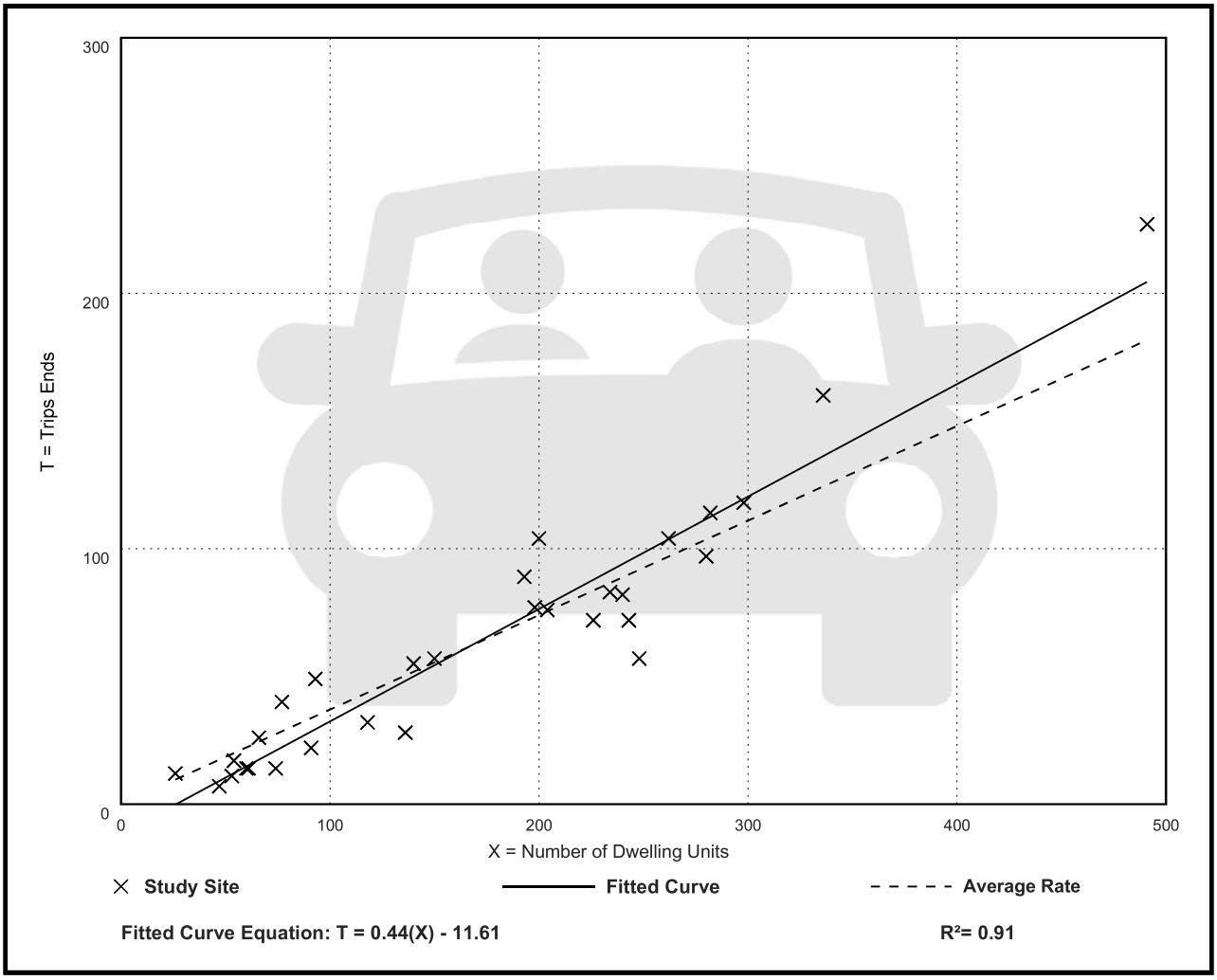
# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 30
Avg. Num. of Dwelling Units: 173
Directional Distribution: 23% entering, 77% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.37 | 0.15 - 0.53 | 0.09 |

## Data Plot and Equation



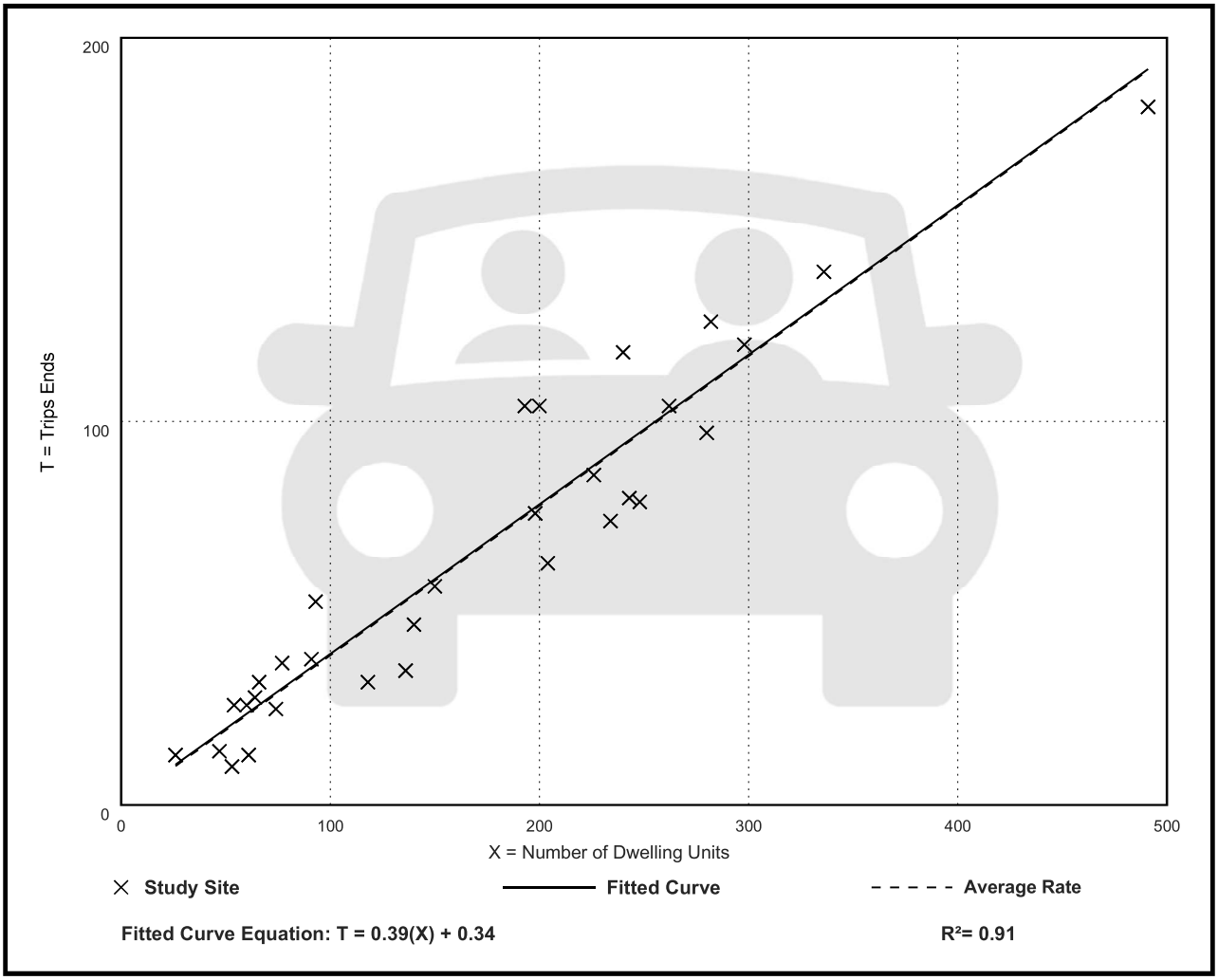
# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 31
Avg. Num. of Dwelling Units: 169
Directional Distribution: 61% entering, 39% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.39 | 0.19 - 0.57 | 0.08 |

## Data Plot and Equation



# Land Use: 710
# General Office Building

## Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

## Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN)Pennsylvania, Texas, Utah, Virginia, and Washington.

## Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

# General Office Building
# (710)

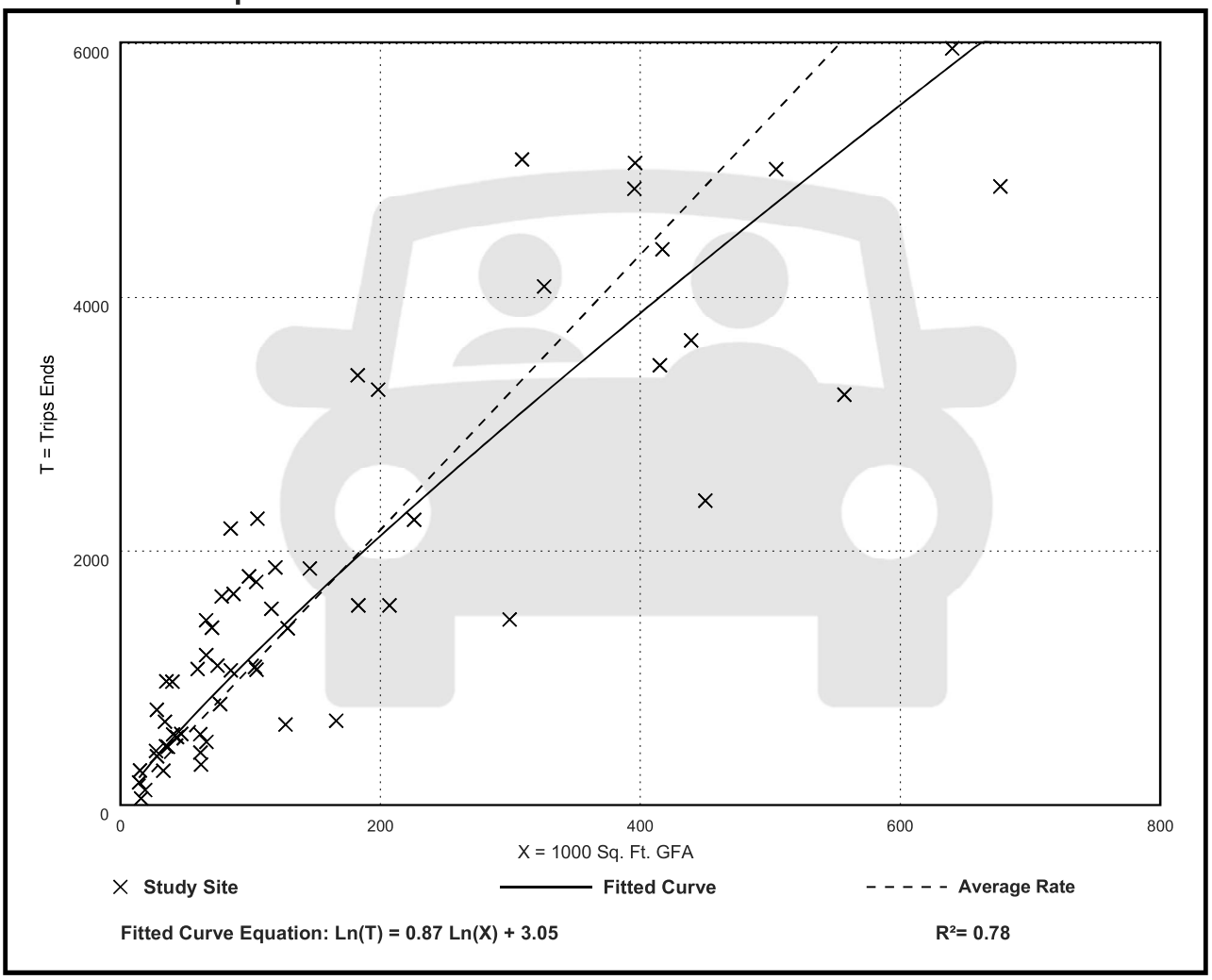
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 10.84 | 3.27 - 27.56 | 4.76 |

## Data Plot and Equation




**Fitted Curve Equation: Ln(T) = 0.87 Ln(X) + 3.05**

**$R^2$= 0.78**

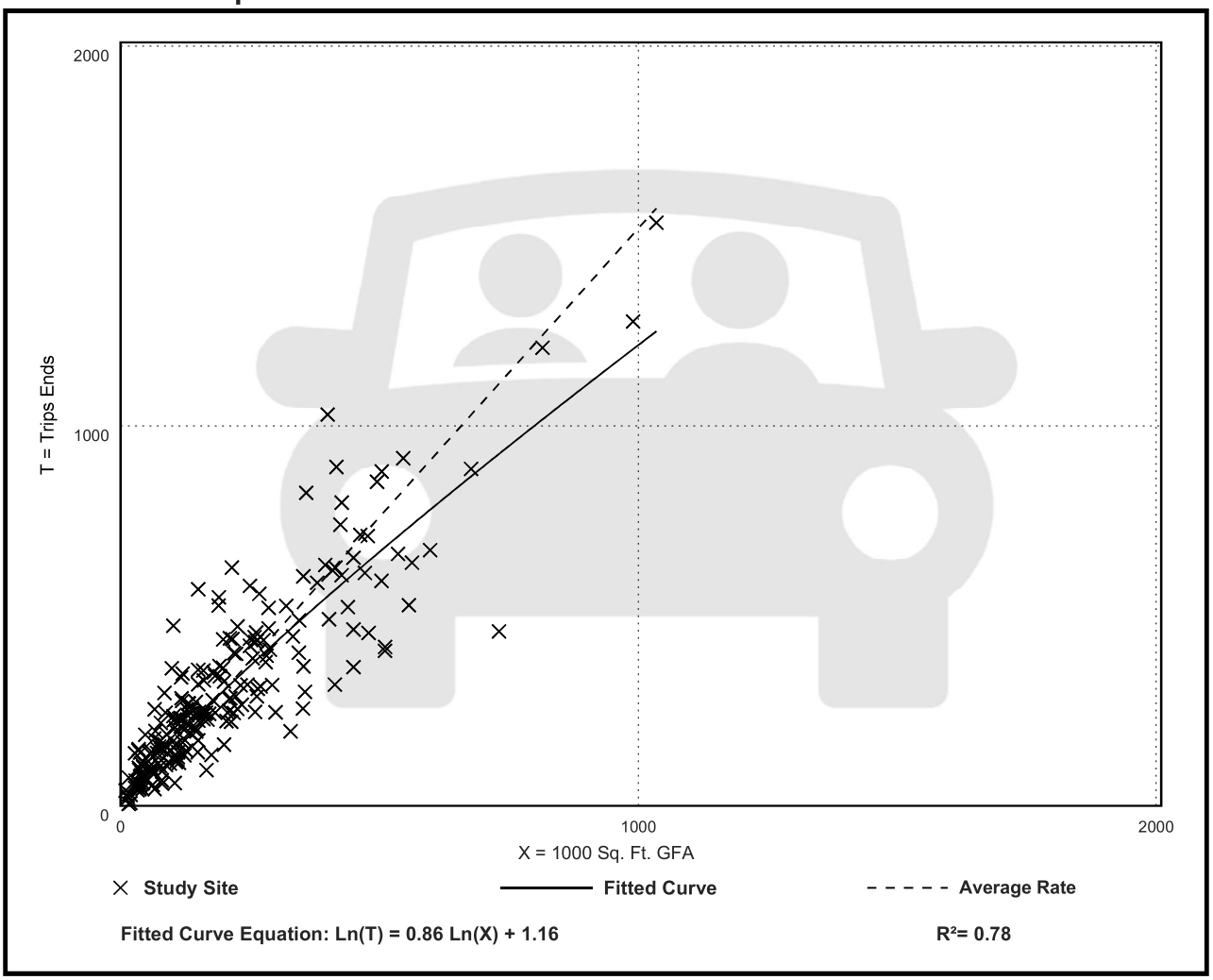
# General Office Building
# (710)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 221
Avg. 1000 Sq. Ft. GFA: 201
Directional Distribution: 88% entering, 12% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 1.52 | 0.32 - 4.93 | 0.58 |

## Data Plot and Equation



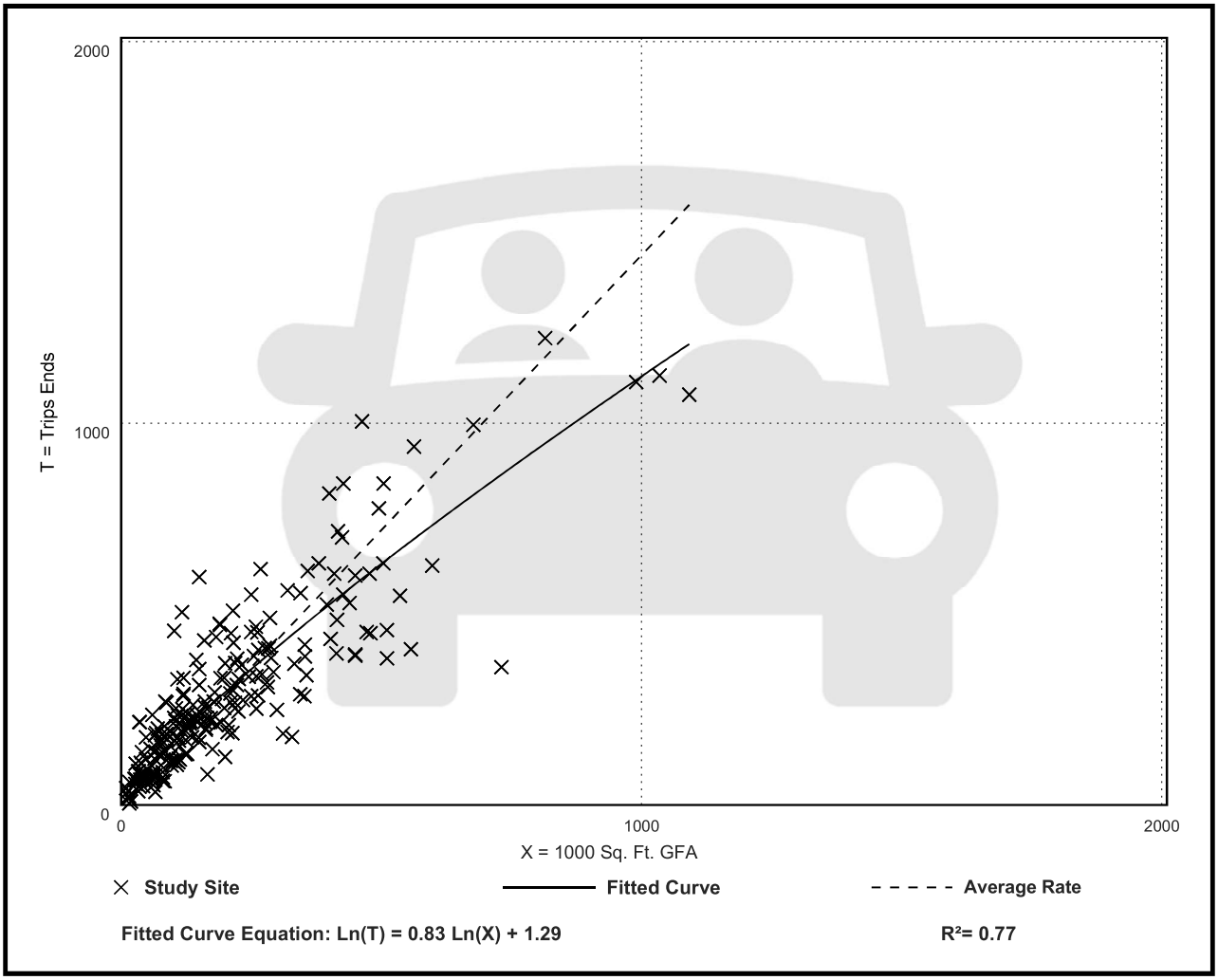
# General Office Building
# (710)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 232
Avg. 1000 Sq. Ft. GFA: 199
Directional Distribution: 17% entering, 83% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 1.44 | 0.26 - 6.20 | 0.60 |

## Data Plot and Equation



# Land Use: 820
# Shopping Center (>150k)

## Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

## Additional Data

***Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.***

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

### Source Numbers

77, 110, 154, 156, 159, 190, 199, 202, 204, 213, 251, 269, 294, 295, 299, 304, 305, 307, 308, 309, 311, 314, 315, 316, 317, 319, 365, 385, 404, 414, 423, 442, 446, 562, 629, 702, 715, 728, 868, 871, 880, 899, 912, 926, 946, 962, 973, 974, 978, 1034, 1040, 1067

# Shopping Center (>150k)
# (820)

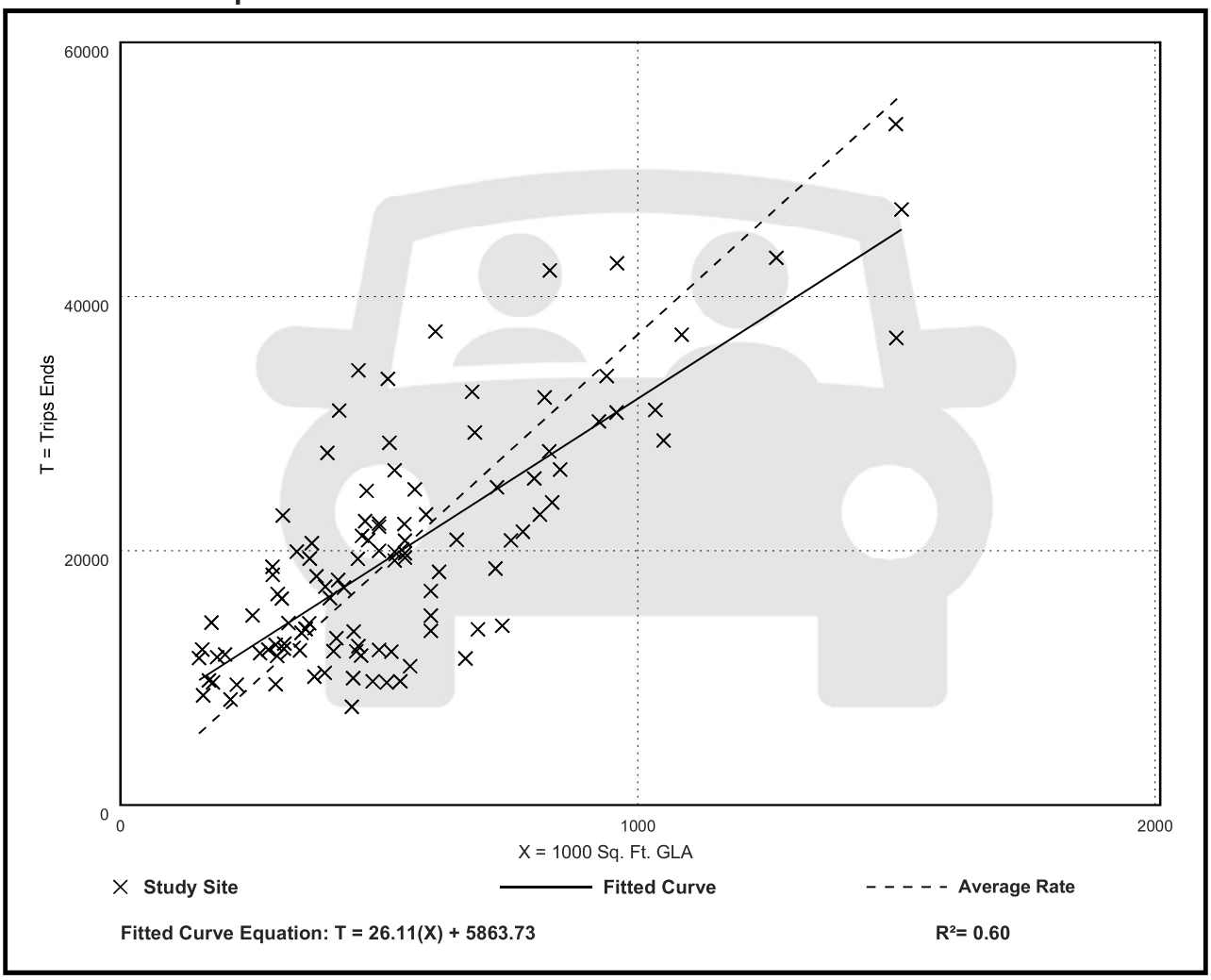
**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 37.01 | 17.27 - 81.53 | 12.79 |

## Data Plot and Equation



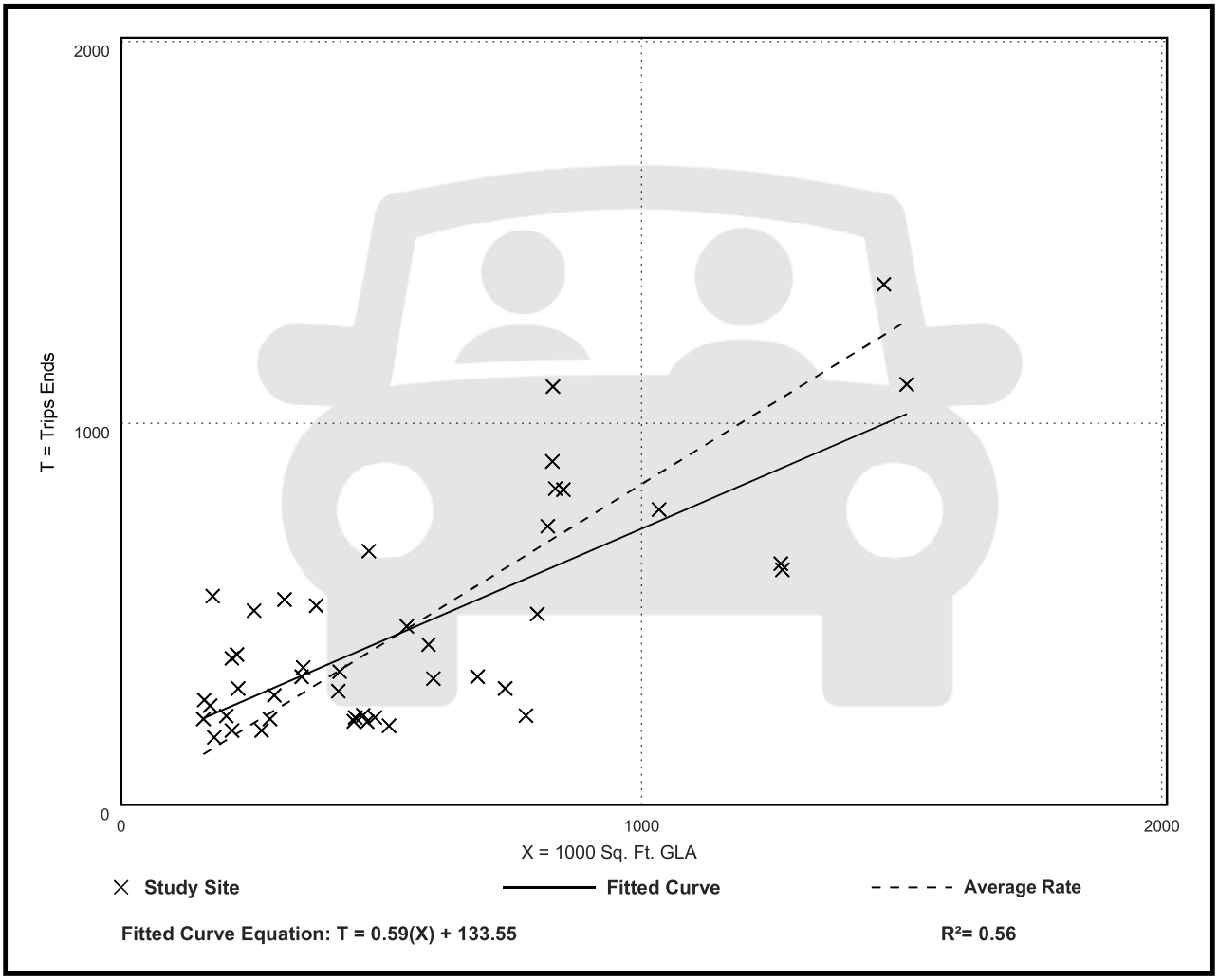
# Shopping Center (>150k)
# (820)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 44
Avg. 1000 Sq. Ft. GLA: 546
Directional Distribution: 62% entering, 38% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.84 | 0.30 - 3.11 | 0.42 |

## Data Plot and Equation




**Fitted Curve Equation: T = 0.59(X) + 133.55**

**$R^2$= 0.56**

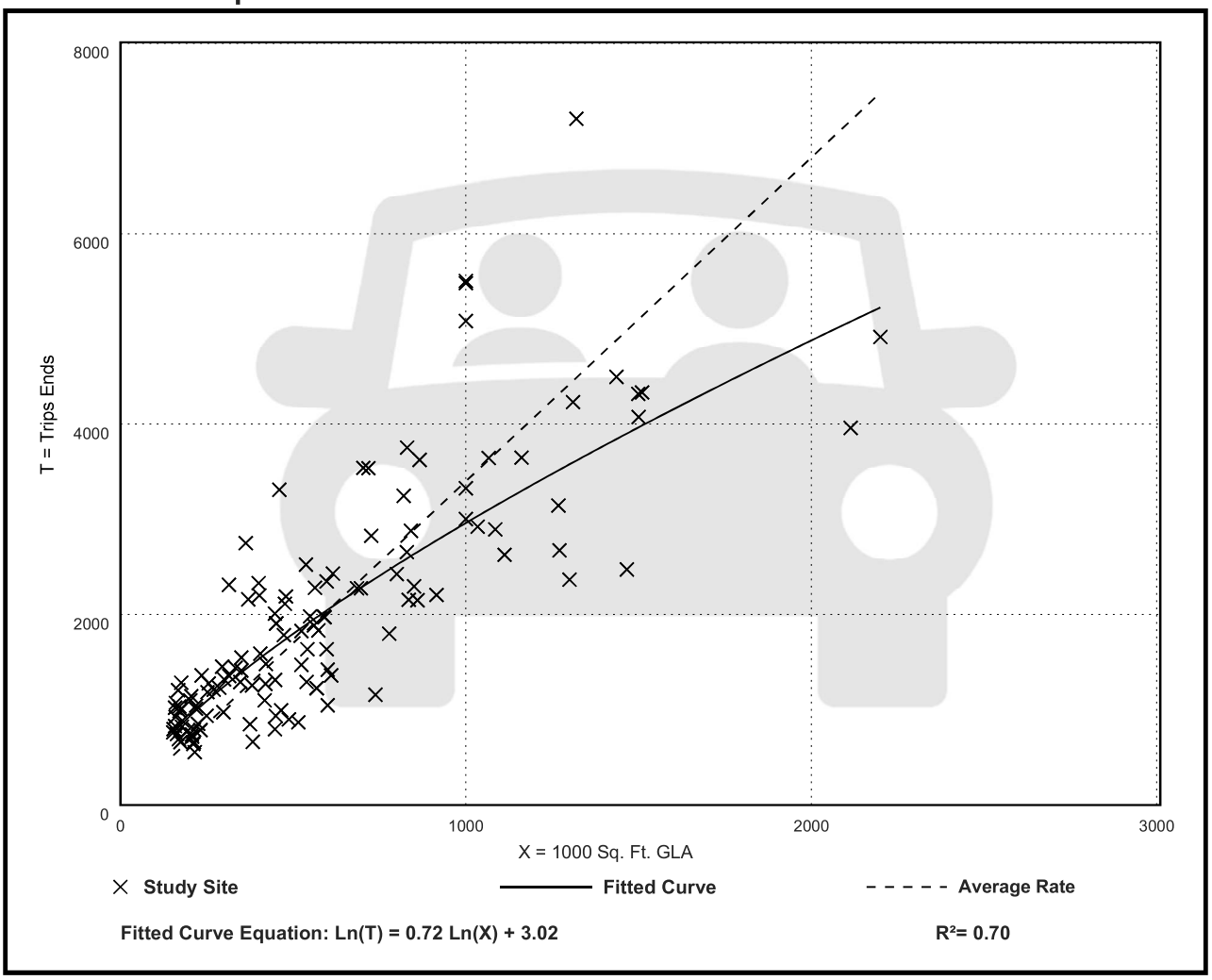
# Shopping Center (>150k)
# (820)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 3.40 | 1.57 - 7.58 | 1.26 |

## Data Plot and Equation



## Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Land Use Code | 820 | | | | | | | | |
| Land Use | Shopping Center (> 150k) | | | | | | | | |
| Setting | General Urban/Suburban | | | | | | | | |
| Time Period | Weekday PM Peak Period | | | | | | | | |
| # Data Sites | 8 Sites with GLA between 150 and 300k | | | | 16 Sites with GLA between 300 and 900k | | | | |
| Average Pass-By Rate | 29% for Sites with GLA between 150 and 300k | | | | 19% for Sites with GLA between 300 and 900k | | | | |
| | Pass-By Characteristics for Individual Sites | | | | | | | | |
| | | | | | | | | | |
| | | Survey | | Pass-By | Non-Pass-By Trips | | | Adj Street Peak | |
| GLA (000) | State or Province | Year | # Interviews | Trip (%) | Primary (%) | Diverted (%) | Total (%) | Hour Volume | Source |
| 213 | Florida | 1990 | 312 | 28 | 31 | 41 | 72 | — | 33 |
| 225 | Illinois | 1994 | 264 | 35 | 32 | 33 | 65 | 1970 | 24 |
| 227.9 | Kentucky | 1993 | — | 34 | 35 | 31 | 66 | — | 34 |
| 235 | Kentucky | 1993 | 211 | 35 | 29 | 36 | 65 | 2593 | 2 |
| 255 | Iowa | 1994 | 222 | 23 | 38 | 39 | 77 | 3706 | 24 |
| 256 | Connecticut | 1994 | 208 | 27 | 51 | 22 | 73 | 3422 | 24 |
| 293 | Illinois | 1994 | 282 | 24 | 70 | 6 | 76 | 4606 | 13 |
| 294 | Pennsylvania | 1994 | 213 | 24 | 48 | 18 | 76 | 4055 | 24 |
| 350 | Massachusetts | 1994 | 224 | 18 | 45 | 37 | 82 | 2112 | 24 |
| 361 | Virginia | 1994 | 315 | 17 | 54 | 29 | 83 | 2034 | 24 |
| 375 | North Carolina | 1994 | 214 | 29 | 48 | 23 | 71 | 2053 | 24 |
| 413 | Texas | 1994 | 228 | 28 | 51 | 21 | 72 | 589 | 24 |
| 418 | Maryland | 1994 | 281 | 20 | 50 | 30 | 80 | 5610 | 24 |
| 450 | California | 1994 | 321 | 23 | 49 | 28 | 77 | 2787 | 24 |
| 476 | Washington | 1994 | 234 | 25 | 53 | 22 | 75 | 3427 | 24 |
| 488 | Texas | 1994 | 257 | 12 | 75 | 13 | 88 | 1094 | 13 |
| 560 | Virginia | 1994 | 437 | 19 | 49 | 32 | 81 | 3051 | 24 |
| 581 | Colorado | 1994 | 296 | 18 | 53 | 29 | 82 | 2939 | 24 |
| 598 | Colorado | 1994 | 205 | 17 | 55 | 28 | 83 | 3840 | 24 |
| 633 | Texas | 1994 | 257 | 10 | 64 | 26 | 90 | — | 24 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 667 | Illinois | 1994 | 200 | 16 | 53 | 31 | 84 | 2770 | 24 |
| 738 | New Jersey | 1994 | 283 | 13 | 75 | 12 | 87 | 8059 | 24 |
| 800 | California | 1994 | 205 | 21 | 51 | 28 | 79 | 7474 | 24 |
| 808 | California | 1994 | 240 | 13 | 73 | 14 | 87 | 4035 | 24 |
| | | | | | | | | | |

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## Property Identification

Site Address: TBD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-343-0001-000-4
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 33009
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ III LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 S 1/2 OF SE 1/4 OF SW 1/4-LESS RD R/W- (18.28 AC) (12)

### Current Values

| | |
|---|---|
| Just/Market Value: | $654,918 |
| Assessed Value: | $5,027 |
| Exemptions: | $0 |
| Taxable Value: | $5,027 |

**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): | 18.28 |
| Land Size (SF): | 796,276.8 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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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## Property Identification

Site Address: 4300 Selvitz RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-211-0005-000-6
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 140362
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ II LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 N 1/2 OF SW 1/4 AND E 3/4 OF N 1/2 OF S 1/2 OF SW 1/4-LESS RD AND CANAL RS/W AND ALSO LESS THAT PART MPDAF:BEG AT SW COR OF SEC RUN N 00 04 38 E 1457.23 FT,TH S 89 55 22 E 50 TO POB:TH N 00 04 38 E 1013.67 FT,TH S 89 58 14 E 150 FT,TH N 45 01 46 E 42.43 FT,TH S 89 58 14 E 2007.17 FT,TH S 00 07 05 E 1563.08 FT,TH S 89 55 13 W 1414.65 FT,TH N 00 01 42 E 463.09 FT,TH S 89 57 24 W 577.30 FT,TH N 45 02 36 W 70.71 FT,TH S 89 57 24 W 150 FT TO POB- (34.93 AC)

### Current Values

| | |
|---|---|
| Just/Market Value: | $916,913 |
| Assessed Value: | $9,606 |
| Exemptions: | $0 |
| Taxable Value: | $9,606 |

**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): | 34.93 |
| Land Size (SF): | 1,521,551 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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## Property Identification

Site Address: 4300 Selvitz RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-211-0006-000-3
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 172971
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ I LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 THAT PART OF SEC MPDAF: BEG AT SW COR OF SEC RUN N 00 04 38 E 1457.23 FT,TH S 89 55 22 E 50 TO POB;TH N 00 04 38 E 1013.67 FT,TH S 89 58 14 E 150 FT,TH N 45 01 46 E 42.43 FT,TH S 89 58 14 E 2007.17 FT,TH S 00 07 05 E 1563.08 FT,TH S 89 55 13 W 1414.65 FT,TH N 00 01 42 E 463.09 FT,TH S 89 57 24 W 577.30 FT,TH N 45 02 36 W 70.71 FT,TH S 89 57 24 W 150 FT TO POB (69.59 AC)

### Current Values

| | |
|---|---|
| Just/Market Value: | $1,826,738 |
| Assessed Value: | $19,137 |
| Exemptions: | $0 |
| Taxable Value: | $19,137 |

**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): | 69.59 |
| Land Size (SF): | 3,031,340 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report
## 2022

| Roadway Name | Location | STATION ID | 2022 AADT * | Last Physical Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| 17TH ST | ORANGE AVE to AVENUE D | 608 | 2,627 | 2020 | 750 | 147 | C | 0.196 | 140 | C | 0.187 |
| 17TH ST | AVENUE D to AVENUE Q | 608 | 2,627 | 2020 | 750 | 147 | C | 0.196 | 140 | C | 0.187 |
| 25TH ST | MIDWAY RD to BELL AVE | 940016 | 19,410 | 2020 | 2,100 | 1,235 | C | 0.588 | 1,152 | C | 0.549 |
| 25TH ST | BELL AVE to EDWARDS RD | 159 | 18,943 | 2020 | 2,100 | 1,111 | C | 0.529 | 1,108 | C | 0.528 |
| 25TH ST | EDWARDS RD to CORTEZ BLVD | 940021 | 21,493 | 2020 | 2,000 | 1,263 | C | 0.632 | 1,259 | C | 0.63 |
| 25TH ST | CORTEZ BLVD to VIRGINIA AVE | 529 | 24,089 | 2019 | 2,000 | 1,356 | C | 0.678 | 1,447 | C | 0.724 |
| 25TH ST | VIRIGINIA AVE to NEBRASKA AVE | 940015 | 21,256 | 2020 | 2,000 | 1,219 | C | 0.61 | 1,092 | C | 0.546 |
| 25TH ST | NEBRASKA AVE to OKEECHOBEE RD | 940015 | 21,256 | 2020 | 2,000 | 1,219 | C | 0.61 | 1,092 | C | 0.546 |
| 25TH ST | OKEECHOBEE RD to GEORGIA AVE | 609 | 21,897 | 2020 | 1,630 | 1,011 | D | 0.62 | 1,049 | D | 0.644 |
| 25TH ST | GEORGIA AVE to DELAWARE AVE | 609 | 21,897 | 2020 | 1,630 | 1,011 | D | 0.62 | 1,049 | D | 0.644 |
| 25TH ST | DELAWARE AVE to ORANGE AVE | 940014 | 20,450 | 2020 | 1,630 | 1,043 | D | 0.64 | 1,037 | D | 0.636 |
| 25TH ST | ORANGE AVE to AVENUE D | 610 | 17,824 | 2019 | 1,630 | 822 | D | 0.504 | 848 | D | 0.52 |
| 25TH ST | AVENUE D to AVENUE Q | 940050 | 16,835 | 2020 | 1,630 | 850 | D | 0.521 | 826 | D | 0.507 |
| 25TH ST | AVENUE Q to JUANITA AVE | 945152 | 15,107 | 2020 | 2,000 | 787 | C | 0.394 | 721 | C | 0.361 |
| 25TH ST | JUANITA AVE to ST LUCIE BLVD | 940791 | 15,898 | 2013 | 2,100 | 844 | C | 0.402 | 792 | C | 0.377 |
| 25TH ST | ST LUCIE BLVD to US 1 | 945165 | 7,932 | 2020 | 2,100 | 390 | C | 0.186 | 435 | C | 0.207 |
| 33RD ST | OKEECHOBEE RD to DELAWARE AVE | 611 | 6,788 | 2019 | 750 | 406 | D | 0.541 | 357 | C | 0.476 |
| 33RD ST | DELAWARE AVE to ORANGE AVE | 948507 | 5,700 | 2020 | 790 | 263 | C | 0.333 | 263 | C | 0.333 |
| 35TH ST | KIRBY LOOP RD to CORTEZ BLVD | 612 | 6,724 | 2019 | 540 | 531 | D | 0.983 | 433 | D | 0.802 |
| 35TH ST | CORTEZ BLVD to VIRGINIA AVE | 612 | 6,724 | 2019 | 790 | 531 | D | 0.672 | 433 | D | 0.548 |
| 35TH ST | VIRGINIA AVE to OKEECHOBEE RD | 613 | 4,593 | 2020 | 750 | 226 | C | 0.301 | 243 | C | 0.324 |
| 53RD ST | ANGLE RD to JUANITA AVE | 614 | 2,400 | 2022 | 540 | 128 | C | 0.237 | 141 | C | 0.261 |
| AE BACKUS AVE | 7TH ST to US 1 | 632 | 900 | 2022 | 750 | 61 | C | 0.081 | 71 | C | 0.095 |
| AIROSO BLVD | PORT ST LUCIE BLVD to THORNHILL DR | 303 | 17,500 | 2022 | 2,100 | 1,142 | C | 0.544 | 961 | C | 0.458 |
| AIROSO BLVD | THORNHILL DR to CROSSTOWN PKWY | 303 | 17,500 | 2022 | 2,100 | 1,142 | C | 0.544 | 961 | C | 0.458 |

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report
## 2022

| Roadway Name | Location | STATION ID | 2022 AADT * | Last Physical Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| GEORGIA AVE | 25TH ST to OKEECHOBEE RD | 667 | 4,951 | 2019 | 600 | 305 | D | 0.508 | 276 | C | 0.46 |
| GEORGIA AVE | OKEECHOBEE RD to 17TH ST | 667 | 4,951 | 2019 | 750 | 305 | C | 0.407 | 276 | C | 0.368 |
| GEORGIA AVE | 17TH ST to 13TH ST | 508 | 4,705 | 2018 | 600 | 262 | C | 0.437 | 266 | C | 0.443 |
| GEORGIA AVE | 13TH ST to 7TH ST | 506 | 2,156 | 2018 | 600 | 133 | C | 0.222 | 136 | C | 0.227 |
| GEORGIA AVE | 7TH ST to US 1 | 504 | 1,942 | 2018 | 600 | 122 | C | 0.203 | 135 | C | 0.225 |
| GILSON RD | MARTIN C.L. to BECKER RD | 111 | 10,950 | 2020 | 710 | 918 | F | 1.293 | 949 | F | 1.337 |
| GILSON RD | BECKER RD to LAKERIDGE DR | 111 | 10,950 | 2020 | 540 | 918 | F | 1.7 | 949 | F | 1.757 |
| GLADES CUT-OFF RD | RANGE LINE RD to RESERVE BLVD | 668 | 2,700 | 2022 | 1,070 | 191 | B | 0.179 | 240 | B | 0.224 |
| GLADES CUT-OFF RD | RESERVE BLVD to COMMERCE CENTER DR | 119 | 7,700 | 2022 | 1,070 | 713 | C | 0.666 | 713 | C | 0.666 |
| GLADES CUT-OFF RD | CARLTON RD to RANGE LINE RD | 668 | 2,700 | 2022 | 390 | 191 | B | 0.49 | 240 | C | 0.615 |
| GLADES CUT-OFF RD | COMMERCE CENTER DR to MIDWAY RD | 940279 | 3,104 | 2020 | 920 | 181 | C | 0.197 | 165 | C | 0.179 |
| GLADES CUT-OFF RD | MIDWAY RD to JENKINS RD | 115 | 10,496 | 2020 | 790 | 629 | D | 0.796 | 667 | D | 0.844 |
| GLADES CUT-OFF RD | JENKINS RD to SELVITZ RD | 113 | 6,831 | 2019 | 830 | 382 | C | 0.46 | 399 | C | 0.481 |
| GRAHAM RD | KINGS HWY to JENKINS RD | 669 | 2,400 | 2022 | 630 | 164 | C | 0.26 | 156 | C | 0.248 |
| GREEN RIVER PKWY | MARTIN C.L. to CHARLESTON DR | 319 | 5,571 | 2020 | 1,070 | 386 | C | 0.361 | 351 | B | 0.328 |
| GREEN RIVER PKWY | CHARLESTON DR to MELALEUCA BLVD | 319 | 5,571 | 2020 | 1,070 | 386 | C | 0.361 | 351 | B | 0.328 |
| GREEN RIVER PKWY | MELALEUCA BLVD to WALTON RD | 319 | 5,571 | 2020 | 1,070 | 386 | C | 0.361 | 351 | B | 0.328 |
| HARTMAN RD | OKEECHOBEE RD to PETERSON RD | 670 | 6,110 | 2020 | 750 | 291 | C | 0.388 | 285 | C | 0.38 |
| HARTMAN RD | PETERSON RD to DELAWARE AVE | 670 | 6,110 | 2020 | 540 | 291 | D | 0.539 | 285 | D | 0.528 |
| HARTMAN RD | DELAWARE AVE to ORANGE AVE | 670 | 6,110 | 2020 | 790 | 291 | C | 0.368 | 285 | C | 0.361 |
| HEADER CANAL RD | OKEECHOBEE RD to ORANGE AVE | 121 | 589 | 2018 | 670 | 49 | B | 0.073 | 59 | B | 0.088 |
| HILLMOOR DR | US 1 to LENNARD RD | 671 | 7,803 | 2019 | 790 | 405 | D | 0.513 | 515 | D | 0.652 |
| I-95 | GATLIN BLVD to ST LUCIE WEST BLVD | 941901 | 85,025 | 2020 | 5,500 | 4,596 | D | 0.836 | 4,151 | C | 0.755 |
| I-95 | ST LUCIE WEST BLVD to MIDWAY RD | 941904 | 68,355 | 2018 | 5,500 | 4,058 | C | 0.738 | 3,500 | C | 0.636 |
| I-95 | MIDWAY RD to OKEECHOBEE RD | 941902 | 82,322 | 2018 | 5,500 | 5,490 | D | 0.998 | 4,457 | C | 0.81 |

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report
# 2022

| Roadway Name | Location | STATION ID | 2022 AADT * | Last Physical Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| MARIPOSA AVE | LENNARD RD to HALLAHAN ST | 166 | 7,018 | 2019 | 880 | 532 | C | 0.605 | 753 | C | 0.856 |
| MCCARTY RD | WILLIAMS RD to MIDWAY RD | 680 | 350 | 2022 | 540 | 30 | C | 0.056 | 32 | C | 0.059 |
| MCCARTY RD | MIDWAY RD to OKEECHOBEE RD | 681 | 417 | 2019 | 540 | 36 | C | 0.067 | 36 | C | 0.067 |
| MCNEIL RD | OKEECHOBEE RD to KIRBY LOOP RD | 682 | 6,893 | 2019 | 790 | 422 | D | 0.534 | 420 | D | 0.532 |
| MCNEIL RD | KIRBY LOOP RD to EDWARDS RD | 682 | 6,893 | 2019 | 540 | 422 | D | 0.781 | 420 | D | 0.778 |
| MELALEUCA BLVD | LENNARD RD to GREEN RIVER PKWY | 683 | 10,609 | 2020 | 920 | 624 | C | 0.678 | 595 | C | 0.647 |
| MIDWAY RD | EAST TORINO PKWY to MILNER DR | 134 | 24,000 | 2022 | 880 | 1,173 | F | 1.333 | 1,233 | F | 1.401 |
| MIDWAY RD | MILNER DR to W OF SELVITZ RD | 134 | 24,000 | 2022 | 790 | 1,173 | F | 1.485 | 1,233 | F | 1.561 |
| MIDWAY RD | OKEECHOBEE RD to SHINN RD | 940732 | 6,679 | 2020 | 760 | 342 | C | 0.45 | 435 | C | 0.572 |
| MIDWAY RD | SHINN RD to MCCARTY RD | 940732 | 6,679 | 2020 | 630 | 342 | C | 0.543 | 435 | C | 0.69 |
| MIDWAY RD | MCCARTY RD to I-95 | 940732 | 6,679 | 2020 | 700 | 342 | C | 0.489 | 435 | C | 0.621 |
| MIDWAY RD | I-95 to GLADES CUT-OFF RD | 945140 | 19,256 | 2020 | 2,100 | 942 | C | 0.449 | 1,044 | C | 0.497 |
| MIDWAY RD | GLADES CUT-OFF RD to EAST TORINO PKWY | 228 | 22,500 | 2022 | 2,100 | 1,189 | C | 0.566 | 1,223 | C | 0.582 |
| MIDWAY RD | W OF SELVITZ RD to SELVITZ RD | 134 | 24,000 | 2022 | 2,100 | 1,173 | C | 0.559 | 1,233 | C | 0.587 |
| MIDWAY RD | SELVITZ RD to CHRISTENSEN RD | 132 | 20,000 | 2022 | 2,100 | 961 | C | 0.458 | 916 | C | 0.436 |
| MIDWAY RD | CHRISTENSEN RD to 25TH ST | 132 | 20,000 | 2022 | 2,100 | 961 | C | 0.458 | 916 | C | 0.436 |
| MIDWAY RD | 25TH ST to SUNRISE BLVD | 130 | 20,000 | 2022 | 2,100 | 1,091 | C | 0.52 | 1,002 | C | 0.477 |
| MIDWAY RD | SUNRISE BLVD to OLEANDER AVE | 130 | 20,000 | 2022 | 2,100 | 1,091 | C | 0.52 | 1,002 | C | 0.477 |
| MIDWAY RD | OLEANDER AVE to US 1 | 242 | 16,500 | 2022 | 2,100 | 871 | C | 0.415 | 862 | C | 0.41 |
| MIDWAY RD | US 1 to WALLACE ST | 940023 | 3,764 | 2020 | 790 | 216 | C | 0.273 | 239 | C | 0.303 |
| MIDWAY RD | WALLACE ST to WEATHERBEE RD | 940023 | 3,764 | 2020 | 920 | 216 | C | 0.235 | 239 | C | 0.26 |
| MIDWAY RD | WEATHERBEE RD to INDIAN RIVER DR | 940023 | 3,764 | 2020 | 630 | 216 | C | 0.343 | 239 | C | 0.379 |
| MORNINGSIDE BLVD | WESTMORELAND BLVD to PORT ST LUCIE BLVD | 333 | 2,300 | 2022 | 920 | 138 | C | 0.15 | 132 | C | 0.143 |
| MORNINGSIDE BLVD | PORT ST LUCIE BLVD to LYNGATE DR | 331 | 3,789 | 2019 | 880 | 301 | C | 0.342 | 320 | C | 0.364 |
| NEBRASKA AVE | 25TH ST to 13TH ST | 684 | 3,800 | 2022 | 1,710 | 236 | C | 0.138 | 199 | C | 0.116 |

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report
## 2022

| Roadway Name | Location | STATION ID | 2022 AADT * | Last Physical Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| PORT ST LUCIE BLVD | VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD | 940776 | 38,628 | 2020 | 3,020 | 2,568 | C | 0.85 | 2,278 | C | 0.754 |
| PORT ST LUCIE BLVD | MORNINGSIDE BLVD to US 1 | 945072 | 39,257 | 2020 | 3,170 | 3,013 | C | 0.95 | 1,879 | C | 0.593 |
| PRIMA VISTA BLVD | BAYSHORE BLVD to AIROSO BLVD | 314 | 24,567 | 2020 | 2,100 | 1,080 | C | 0.514 | 1,185 | C | 0.564 |
| PRIMA VISTA BLVD | AIROSO BLVD to FLORESTA DR | 150 | 24,142 | 2021 | 2,100 | 1,112 | C | 0.53 | 1,042 | C | 0.496 |
| PRIMA VISTA BLVD | FLORESTA DR to NARANJA AVE | 148 | 34,321 | 2020 | 2,100 | 1,975 | C | 0.94 | 1,879 | C | 0.895 |
| PRIMA VISTA BLVD | NARANJA AVE to RIO MAR DR | 148 | 34,321 | 2020 | 2,000 | 1,975 | D | 0.988 | 1,879 | C | 0.94 |
| PRIMA VISTA BLVD | RIO MAR DR to US 1 | 146 | 23,876 | 2021 | 2,100 | 1,160 | C | 0.552 | 1,059 | C | 0.504 |
| PRIMA VISTA BLVD | US 1 to LENNARD RD | 699 | 8,508 | 2020 | 1,710 | 460 | C | 0.269 | 438 | C | 0.256 |
| RANGE LINE RD | MARTIN C.L. to BECKER RD | 145 | 1,741 | 2018 | 1,080 | 117 | B | 0.108 | 116 | B | 0.107 |
| RANGE LINE RD | BECKER RD to 2 MI S OF GLADES CUT-OFF RD | 145 | 1,741 | 2018 | 1,080 | 117 | B | 0.108 | 116 | B | 0.107 |
| RANGE LINE RD | 2 MI S OF GLADES CUT-OFF RD to GLADES CUT-OF... | 145 | 1,741 | 2018 | 1,080 | 117 | B | 0.108 | 116 | B | 0.107 |
| RIO MAR DR | PRIMA VISTA BLVD to BEACH AVE | 147 | 5,726 | 2019 | 750 | 354 | C | 0.472 | 372 | D | 0.496 |
| RIO MAR DR | BEACH AVE to US 1 | 147 | 5,726 | 2019 | 790 | 354 | C | 0.448 | 372 | C | 0.471 |
| ROSSER BLVD | APRICOT RD to GATLIN BLVD | 948510 | 4,020 | 2020 | 920 | 185 | C | 0.201 | 185 | C | 0.201 |
| ROSSER BLVD | PAAR DR to APRICOT RD | 948510 | 4,020 | 2020 | 1,070 | 185 | B | 0.173 | 185 | B | 0.173 |
| SAVONA BLVD | BECKER RD to PAAR DR | 236 | 10,556 | 2020 | 790 | 939 | F | 1.189 | 844 | F | 1.068 |
| SAVONA BLVD | PAAR DR to GATLIN BLVD | 236 | 10,556 | 2020 | 750 | 939 | F | 1.252 | 844 | F | 1.125 |
| SAVONA BLVD | GATLIN BLVD to CALIFORNIA BLVD | 702 | 14,200 | 2020 | 790 | 659 | D | 0.834 | 695 | D | 0.88 |
| SAVAGE BLVD | GATLIN BLVD to GALIANO RD | 168 | 4,244 | 2018 | 920 | 280 | C | 0.304 | 225 | C | 0.245 |
| SAVANNAH RD | US 1 to INDIAN RIVER DR | 514 | 2,157 | 2018 | 540 | 153 | C | 0.283 | 151 | C | 0.28 |
| SELVITZ RD | BAYSHORE BLVD to ST JAMES BLVD | 948501 | 9,240 | 2020 | 750 | 450 | D | 0.6 | 450 | D | 0.6 |
| SELVITZ RD | ST JAMES BLVD to MIDWAY RD | 948501 | 9,240 | 2020 | 750 | 450 | D | 0.6 | 450 | D | 0.6 |
| SELVITZ RD | MIDWAY RD to GLADES CUT-OFF RD | 703 | 10,073 | 2020 | 700 | 590 | C | 0.843 | 594 | C | 0.849 |
| SELVITZ RD | GLADES CUT-OFF RD to EDWARDS RD | 704 | 14,479 | 2020 | 790 | 767 | D | 0.971 | 764 | D | 0.967 |
| SHINN RD | MIDWAY RD to OKEECHOBEE RD | 705 | 450 | 2022 | 580 | 29 | C | 0.05 | 28 | C | 0.048 |

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

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St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report
## 2022

| Roadway Name | Location | STATION ID | 2022 AADT * | Last Physical Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| SHINN RD | OKEECHOBEE RD to ORANGE AVE | 149 | 773 | 2018 | 1,080 | 58 | B | 0.054 | 58 | B | 0.054 |
| SNEED RD | OKEECHOBEE RD to ORANGE AVE | 151 | 1,080 | 2018 | 670 | 68 | B | 0.101 | 83 | B | 0.124 |
| SOUTHBEND BLVD | BECKER RD to FLORESTA DR | 337 | 15,000 | 2022 | 790 | 756 | D | 0.957 | 818 | E | 1.035 |
| SR A1A NORTH | US 1 to OLD DIXIE HWY | 940709 | 8,229 | 2020 | 920 | 498 | C | 0.541 | 498 | C | 0.541 |
| SR A1A NORTH | OLD DIXIE HWY to N HWY A1A | 706 | 10,940 | 2020 | 920 | 618 | C | 0.672 | 654 | C | 0.711 |
| SR A1A NORTH | SHOREWINDS DR to INDIAN RIVER C.L. | 940114 | 8,124 | 2020 | 920 | 388 | C | 0.422 | 426 | C | 0.463 |
| SR A1A SOUTH | NETTLES ISLAND to FPL PLANT | 940719 | 4,951 | 2020 | 920 | 266 | C | 0.289 | 239 | C | 0.26 |
| SR A1A SOUTH | FPL PLANT to BLUE HERON BLVD | 940116 | 3,912 | 2020 | 700 | 334 | C | 0.477 | 268 | C | 0.383 |
| SR A1A SOUTH | BLUE HERON BLVD to SEAWAY DR | 945016 | 8,230 | 2020 | 600 | 402 | D | 0.67 | 481 | D | 0.802 |
| SR A1A SOUTH | OCEAN DR to BINNEY DR | 940115 | 14,474 | 2020 | 600 | 691 | F | 1.152 | 723 | F | 1.205 |
| SR A1A SOUTH | BINNEY DR to S CAUSEWAY PARK | 940115 | 14,474 | 2020 | 790 | 691 | D | 0.875 | 723 | D | 0.915 |
| SR A1A SOUTH | S CAUSEWAY PARK to INDIAN RIVER DR | 940711 | 12,247 | 2020 | 1,550 | 646 | C | 0.417 | 585 | C | 0.377 |
| SR A1A SOUTH | INDIAN RIVER DR to US 1 | 940711 | 12,247 | 2020 | 1,710 | 646 | C | 0.378 | 585 | C | 0.342 |
| ST JAMES DR | AIROSO BLVD to ST JAMES BLVD | 172 | 18,834 | 2019 | 2,100 | 1,288 | C | 0.613 | 1,242 | C | 0.591 |
| ST JAMES DR | ST JAMES BLVD to PEACHTREE BLVD | 239 | 18,791 | 2019 | 2,100 | 1,330 | C | 0.633 | 1,287 | C | 0.613 |
| ST JAMES DR | PEACHTREE BLVD to TELFORD AVE | 172 | 18,834 | 2019 | 1,800 | 1,288 | C | 0.716 | 1,242 | C | 0.69 |
| ST JAMES DR | TELFORD AVE to MIDWAY RD | 345 | 24,304 | 2019 | 2,100 | 1,481 | C | 0.705 | 1,462 | C | 0.696 |
| ST JAMES BLVD | SELVITZ RD to ST JAMES DR | 707 | 4,986 | 2020 | 790 | 276 | C | 0.349 | 277 | C | 0.351 |
| ST LUCIE BLVD | KINGS HWY to KEEN RD | 156 | 6,072 | 2020 | 880 | 406 | C | 0.461 | 446 | C | 0.507 |
| ST LUCIE BLVD | KEEN RD to 25TH ST | 156 | 6,072 | 2020 | 880 | 406 | C | 0.461 | 446 | C | 0.507 |
| ST LUCIE BLVD | 25TH ST to SENECA AVE | 940270 | 4,122 | 2020 | 750 | 198 | C | 0.264 | 202 | C | 0.269 |
| ST LUCIE BLVD | SENECA AVE to US 1 | 940270 | 4,122 | 2020 | 790 | 198 | C | 0.251 | 202 | C | 0.256 |
| ST LUCIE WEST BLVD | COMMERCE CENTER DR to W OF I-95 | 152 | 16,500 | 2022 | 700 | 758 | F | 1.083 | 775 | F | 1.107 |
| ST LUCIE WEST BLVD | I-95 to CALIFORNIA BLVD | 318 | 37,500 | 2022 | 2,100 | 1,770 | C | 0.843 | 1,770 | C | 0.843 |
| ST LUCIE WEST BLVD | CALIFORNIA BLVD to COUNTRY CLUB DR | 318 | 37,500 | 2022 | 2,100 | 1,770 | C | 0.843 | 1,770 | C | 0.843 |

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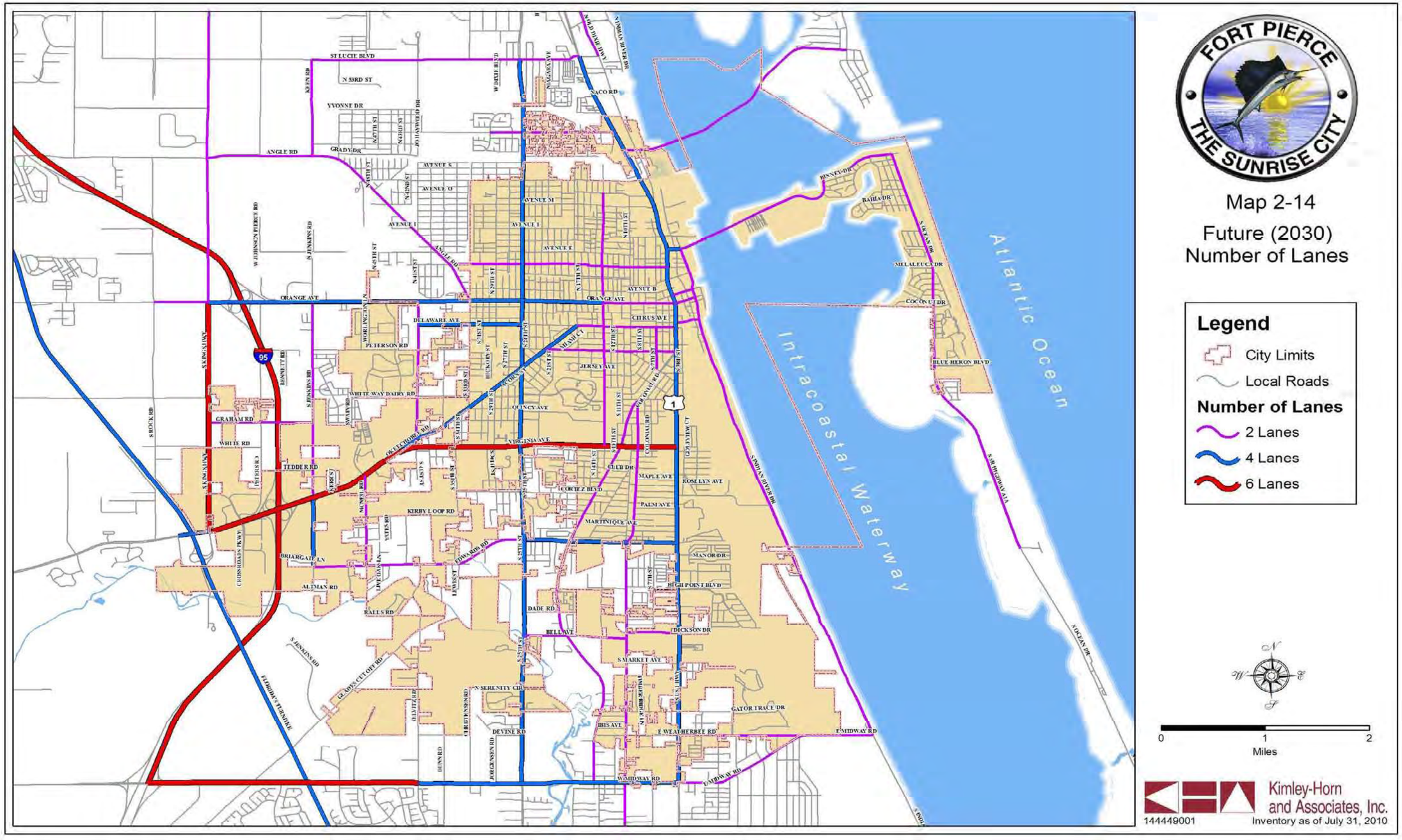
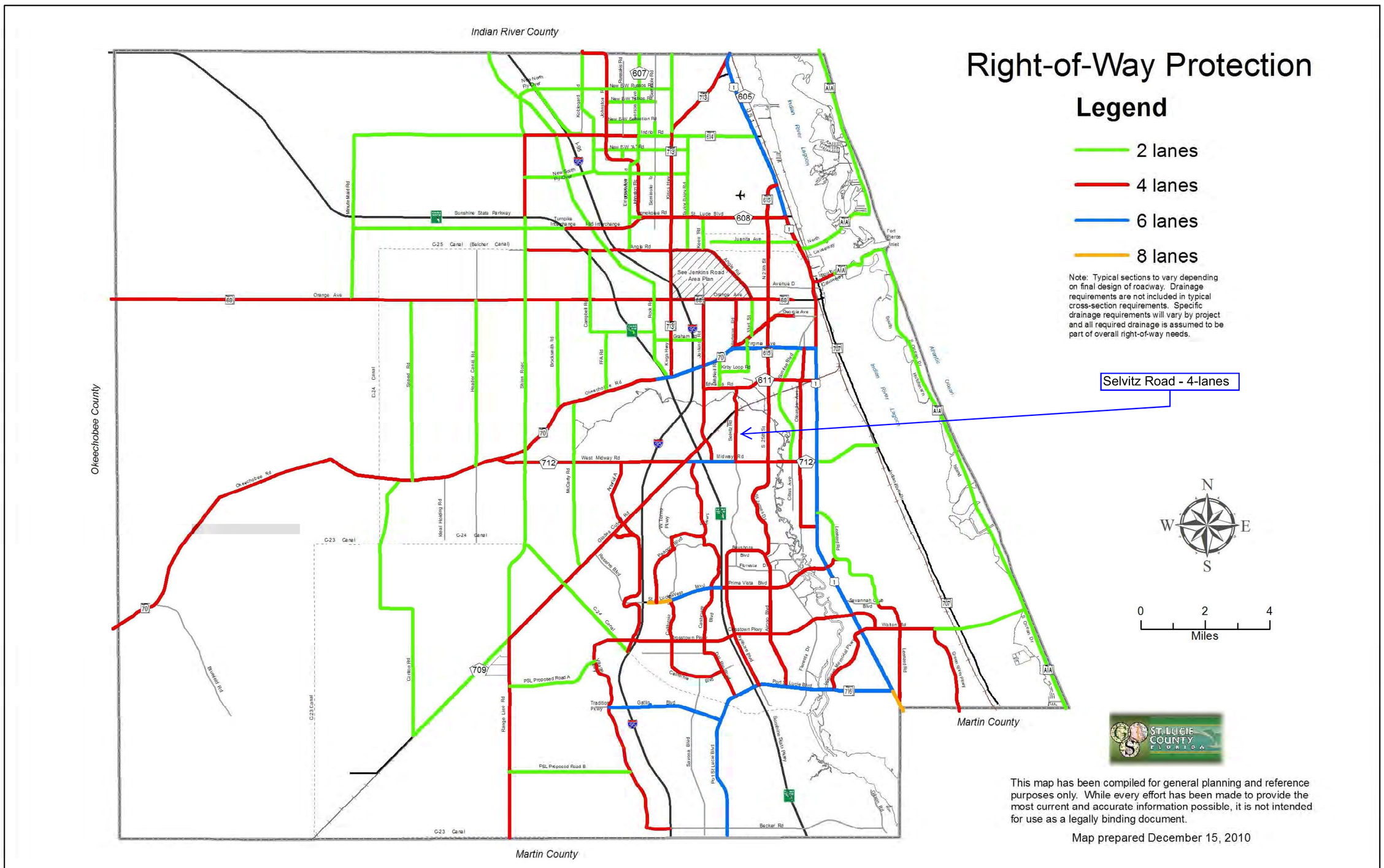
**Map 2-14 - Future (2030) Number of Lanes**




Indian River County
Okeechobee County
Martin County
Martin County
Right-of-Way Protection
Legend
2 lanes
4 lanes
6 lanes
8 lanes
Note: Typical sections to vary depending on final design of roadway. Drainage requirements are not included in typical cross-section requirements. Specific drainage requirements will vary by project and all required drainage is assumed to be part of overall right-of-way needs.
Selvitz Road - 4-lanes
See Jenkins Road Area Plan
PSL Proposed Road A
PSL Proposed Road B
N
W
E
S
0
2
4
Miles
ST. LUCIE COUNTY FLORIDA
This map has been compiled for general planning and reference purposes only. While every effort has been made to provide the most current and accurate information possible, it is not intended for use as a legally binding document.
Map prepared December 15, 2010

| 1934 Commerce Ln, Suite 1, Jupiter | FL | 33458 |
|---|---|---|
| Address | State | Zip |

| 561-747-6336 | | dsorrow@cotleur-hearing.com |
|---|---|---|
| Phone | Fax | E-mail Address |

**16. Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

| Donald W Stevenson | 561-653-1104 |
|---|---|
| Property Owner's Name (Please Print) | Phone |

| 631 US Hwy 1, Suite 409, North Palm Beach | FL | 33408 |
|---|---|---|
| Address | State | Zip |

Property Owner's Signature — Date: 9/19/22

STATE OF FLORIDA)
(ST LUCIE COUNTY) Palm Beach County

State Of Florida
Angela Coley - Notary Public
Commission No. GG 387712
My Commission Expires 12/16/2023

The foregoing instrument was acknowledged before me this 19 day of September, 2022, by Donald Stevenson who is personally known to me or has produced _____ as ident

Signature of Notary (seal)

**OFFICE USE:**

| | | |
|---|---|---|
| **DATE RECEIVED:** _____ | Signed: _____ | |
| File Number: _____ | Check No: _____ | Receipt No: _____ |
| TRC Review: _____ | Planning Board Review: _____ | City Commission: _____ |
| Ordinance No: _____ | Date Approved: _____ | |

Cotleur & Hearing

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

February 23, 2022

Planning Department
Fort Pierce
Planning Department
100 N US Hwy 1
Fort Pierce, FL 34950

Subject: Owner Consent – Selvitz Road Mixed Use

Dear Planning Staff,

Please be advised that the undersigned is the owner of the 122.8-acre project site located along Selvitz Road, Devine Road, and Christensen Road. The undersigned hereby gives consent to Cotleur & Hearing to file a comprehensive plan amendment application, rezoning applications, site plan applications, any similar Planning and Development Services application, and to carry out discussions and meetings with Fort Pierce as it relates to the owner of the site and the Selvitz Road Mixed Use project.

For:
Donald Stevenson
Signatory Authority

2/22/22
Date

Signature

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4913061 OR BOOK 4671 PAGE 1132, Recorded 08/23/2021 09:25:32 AM Doc
Tax: $15867.60

Prepared by and return to:
**David Carlton Tassell**
**Counselors Title Company, LLC**
**941 North Highway A1A**
**Jupiter, FL 33477**
File Number: **6748.739**

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **10th** day of **August, 2021** between **Midway St. Lucie, LLC, a Foreign limited liability company** whose post office address is **675 W. Indiantown Road, Suite 103, Jupiter, FL 33458**, grantor, and **Selvitz I, LLC, a Florida limited liability company** whose post office address is **631 U.S. Highway One, Suite 409, North Palm Beach, FL 33408**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County**, **Florida** to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**Parcel Identification Number: 2432-211-0006-000/3**

**Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020** and matters known to Grantee or of record.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4913068 OR BOOK 4671 PAGE 1187, Recorded 08/23/2021 09:30:02 AM Doc
Tax: $7964.60

Prepared by and return to:
**David Carlton Tassell**
**Counselors Title Company, LLC**
**941 North Highway A1A**
**Jupiter, FL 33477**
File Number: **6748.740**

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **10th** day of **August, 2021** between **Midway St. Lucie LLC, a Foreign limited liability company** whose post office address is **675 W. Indiantown Road, Suite 103, Jupiter, FL 33458**, grantor, and **Selvitz II, LLC, a Florida limited liability company** whose post office address is **631 U.S. Highway One, Suite 409, North Palm Beach, FL 33408**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**Parcel Identification Number: 2432-211-005-000/6**

**Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020 and matters known to Grantee or of record.**

DoubleTime®

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4913078 OR BOOK 4671 PAGE 1245, Recorded 08/23/2021 09:43:48 AM Doc
Tax: $4168.50

Prepared by and return to:
**David Carlton Tassell**
**Counselors Title Company, LLC**
**941 North Highway A1A**
**Jupiter, FL 33477**
File Number: **6748.741**

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **10th** day of **August, 2021** between **Midway St. Lucie, LLC, a Foreign limited liability company** whose post office address is **675 W. Indiantown Road, Suite 103, Jupiter, FL 33458**, grantor, and **Selvitz III, LLC, a Florida limited liability company** whose post office address is **631 U.S. Highway One, Suite 409, North Palm Beach, FL 33408**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

**THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.**

**Parcel Identification Number: 2432-343-0001-000/4**

**Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1132)

SELVITZ I, LLC

TRACT A

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1187)

SELVITZ II, LLC

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1245)

SELVITZ III, LLC

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

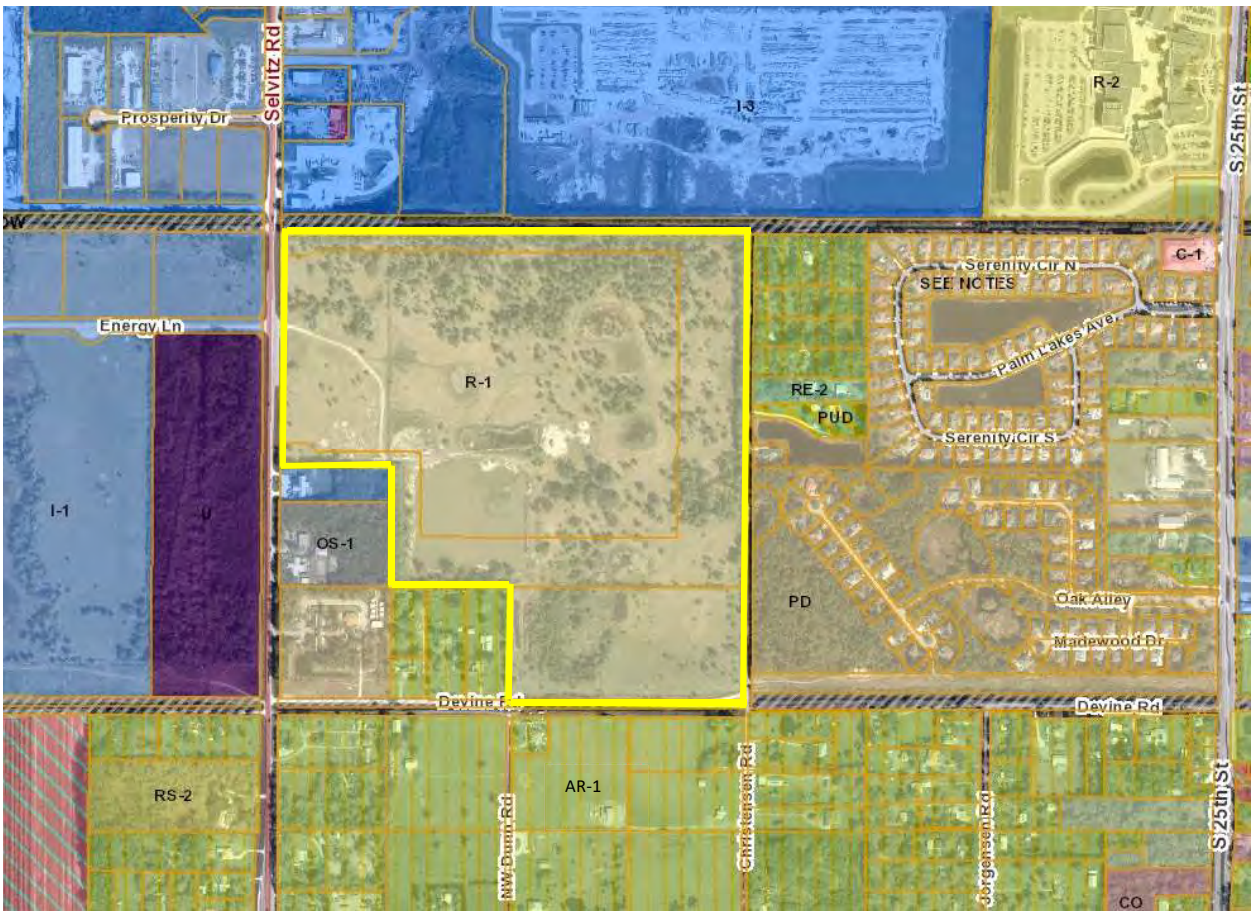
October 12, 2022

Vennis Gilmore
Planning Department
100 North US 1
Fort Pierce, FL 34950

**Subject: Selvitz Road Mixed Use – Justification**
**Application: PD Rezoning**

Dear Vennis,

Please accept this letter as the justification for the rezoning amendment proposed on the Selvitz Road property, located between Selvitz Road, Christensen Road, Devine Road, and Canal No. 101. The rezoning amendment will change the existing single-family low-density (R-1) zone to a Planned Development (PD) designation. This site is an optimal location for PD rezoning, as flexible design standards would allow for the harmonious incorporation of a mix of uses and would allow the developer to utilize the site's full potential for the betterment of the residents of Fort Pierce. Below is an image of the zoning designations surrounding the project site (outlined in yellow).



Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

Because of the number of land uses and their significant differences in uses and intensities, an MXD land use is being proposed as a concurrent future land use amendment application, making the proposed PD rezoning compatible with the proposed land use. The potential uses for this site shall be light industrial to allow for uses such as self-storage facilities, high-density residential to provide a transition to lower density residences, medium-density residential, and finally low-density residential.

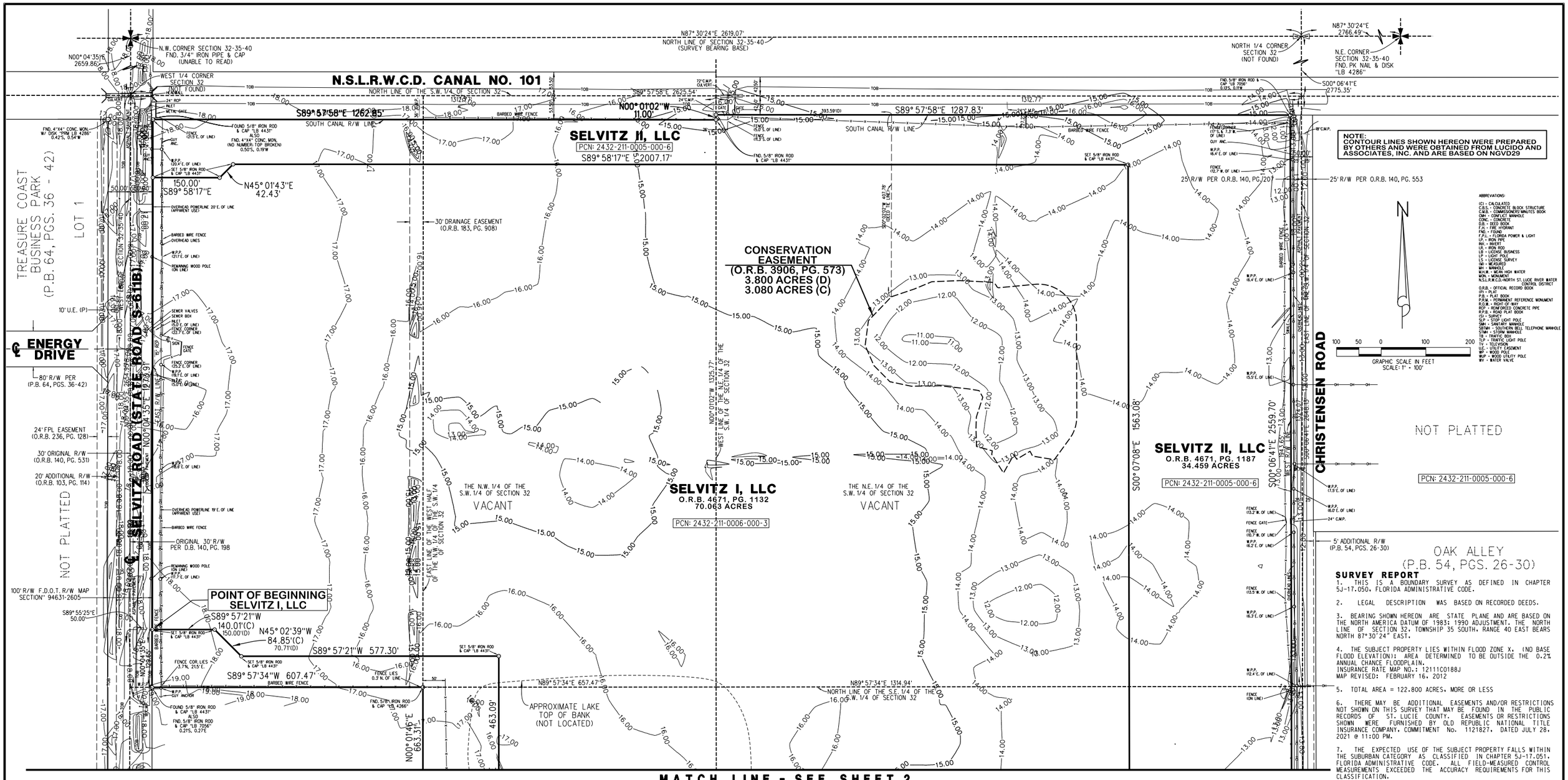
The proposed PD site plan included in this application allocates 15.75 acres for light industrial, 19.0 acres for high-density residential, 6.76 acres for medium-density residential usage, and 81.29 acres for planned development usage, with the total site area equaling 122.8 acres. Site retention in the form of lakes accounts for 18.17 acres. There will be 126 single-family homes (50'x120'), 118 single-family homes (40'x120'), 66 villas, and 285 apartment units, totaling 595 dwelling units. This value equates to a density of 4.85 units per acre, which is below the cap of 5 units per acre proposed for MXD land use application. An existing 3.8-acre conservation easement lies within the planned development area and the single-family homes (50'x120') will be built around the easement.

If you have any questions about this application, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458




MATCH LINE - SEE SHEET 2

**LEGAL DESCRIPTION: SELVITZ II, LLC** (OFFICIAL RECORD BOOK 4671, PAGE 1187)

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

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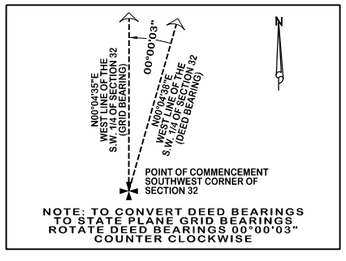
**LEGAL DESCRIPTION:** (OFFICIAL RECORD BOOK 4671, PAGE 1132)
TRACT A **SELVITZ I, LLC**

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46" EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36" WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

**LEGAL DESCRIPTION:** (OFFICIAL RECORD BOOK 4671, PAGE 1245)
**SELVITZ III, LLC**

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.




NOTE: TO CONVERT DEED BEARINGS TO STATE PLANE GRID BEARINGS ROTATE DEED BEARINGS 00°00'03" COUNTER CLOCKWISE

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY \ AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE**

SCHEDULE B-II \ COMMITMENT No. 1121827 \ DATED: JULY 28, 2021@11:PM

| | | | |
|---|---|---|---|
| (A) | ● | (C) | 1.) Defects, Liens, encumbrances, adverse claims or other matters, if any |
| (A) | ● | (C) | 2.) a. General or Special Taxes |
| (A) | ● | (C) | b. Rights or claims of parties in possession not recorded in the Public Records |
| ● | (B) | (C) | c. Any encroachment, encumbrance, violation, variation or adverse circumstances |
| ● | (B) | (C) | d. Easements or claim of easements not recorded in the Public Records |
| (A) | ● | (C) | e. Any lien, or right to a lien, for services, labor or materials furnished |
| (A) | ● | (C) | 3.) Any Owner's Policy insured pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida |
| (A) | ● | (C) | 4.) Any Lien provided by County Ordinance or by Chapter 159, F.S. in favor of any city, town, village or port authority |
| (A) | ● | (C) | 5.) Rights of the lesses under unrecorded leases. |
| ● | (B) | (C) | 6.) deed on Conservation Easement, O.R.B. 3906, Page 573 |

(A) AS SHOWN HEREON (B) AFFECTS PROPERTY, BUT UNABLE TO PLOT (C) DOES NOT AFFECT THE PROPERY

## SURVEY REPORT

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.

2. LEGAL DESCRIPTION WAS BASED ON RECORDED DEEDS.

3. BEARING SHOWN HEREON ARE STATE PLANE AND ARE BASED ON THE NORTH AMERICA DATUM OF 1983; 1990 ADJUSTMENT. THE NORTH LINE OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST BEARS NORTH 87°30'24" EAST.

4. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X. (NO BASE FLOOD ELEVATION): AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
INSURANCE RATE MAP NO.: 12111C0188J
MAP REVISED: FEBRUARY 16, 2012

5. TOTAL AREA = 122.800 ACRES, MORE OR LESS

6. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY. EASEMENTS OR RESTRICTIONS SHOWN WERE FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT No. 1121827, DATED JULY 28, 2021 @ 11:00 PM.

7. THE EXPECTED USE OF THE SUBJECT PROPERTY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.

8. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE. PREPARED FOR:
SELVITZ I, LLC
SELVITZ II, LLC
SELVITZ III, LLC

9. © COPYRIGHT 2021 BY LIDBERG LAND SURVEYING, INC. THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.

DATE OF SURVEY: JULY 30, 2021 BY: _____
DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

| DATE: | REVISIONS: | BY: |
|---|---|---|
| 07/30/2021 | UPDATE SURVEY 13-040-104 (in office) | L.J.C. |
| 06/20/18 | ADD CONTOUR LINES PREPARED BY OTHERS 13-040-302 | L.J.C. |
| 7-29-15 | ADDED LOCATED FLAGGED WETLANDS - FB:683 PG:77 PC:J.S. WO:13-040-102 | E.C. |
| 2-12-14 | REVISED CALL TO SOUTH BOUNDARY LINE | E.C. |
| 8-20-13 | REVISED FLOOD ELEVATION INFORMATION ON SURVEYOR'S REPORT | E.C. |

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL: 561-746-8454

**BOUNDARY SURVEY**
**SELVITZ ROAD PARCEL**
**PREPARED FOR:**
**SELVITZ I, LLC; SELVITZ II, LLC; SELVITZ III, LLC**

| | | | |
|---|---|---|---|
| CAD. | K:\UST \ 323540 \ 13-040 \ 13-040-101 \ 13-040-101.DGN | | |
| REF. | | | |
| FLD. J.P. | FB. 638 | PG. 78-80 | JOB 13-040-101 |
| OFF. CASASUS | | | DATE APRIL 16, 2013 |
| CKD. D.C.L. | SHEET 1 OF 2 | | DWG. D13-040 |

k:\ust\323540\13-040\13-040-101\13-040-101.dgn 1/25/2023 9:54:20 AM

MATCH LINE - SEE SHEET 1

POINT OF BEGINNING
SELVITZ I, LLC

100' R/W F.D.O.T. R/W MAP SECTION" 94631-2605

S89° 55'25"E 50.00'

S89° 57'21"W 140.01'(C) 150.00'(D)

N45° 02'39"W 84.85'(C) 70.71'(D)

S89° 57'21"W 577.30'

S89° 57'34"W 607.47'

BARBED WIRE FENCE

SET 5/8" IRON ROD & CAP "LB 4431"

FENCE COR. LIES 3.7'N, 21.5'E.

FENCE LIES 0.3'N. OF LINE

W.P.P. GUY ANCHOR

FOUND 5/8" IRON ROD & CAP "LB 4431" ALSO FND. 5/8" IRON ROD & CAP "LB 7056" 0.21'S, 0.27'E

FND. 5/8" IRON ROD & CAP "LB 4266"

30' DRAINAGE EASEMENT (O.R.B. 183, PG. 908)

**SELVITZ II, LLC**
PCN: 2432-211-0005-000-6

N89° 57'34"E 657.47'

N89° 57'34"E 1314.94'

NORTH LINE OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 32

N00° 01'39"E 1463.09'

APPROXIMATE LAKE TOP OF BANK (NOT LOCATED)

**SELVITZ I, LLC**
O.R.B. 4671, PG. 1132
70.063 ACRES
PCN: 2432-211-0006-000-3
VACANT

THE N.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32
*(NOT INCLUDED)*

THE N.E. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32

THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 32

WEST LINE OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 32 N00° 01'46"E 663.31'

COULD NOT SET 5/8" IRON ROD & CAP "LB 4431" 0.4'S IN LINE

VACANT

S89° 55'10"W 1414.65'

N00° 01'02"W 967.88'

SET 5/8" IRON ROD & CAP "LB 4431"

S00° 07'08"E 1563.08'

25' R/W PER O.R.B. 140, PG. 207

25' R/W PER O.R.B. 140, PG. 553

THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 32

**SELVITZ II, LLC**
O.R.B. 4671, PG. 1187
34.459 ACRES
PCN: 2432-211-0005-000-6

S00° 06'41"E 2559.70'

**CHRISTENSEN ROAD**

OAK ALLEY
(P.B. 54, PGS. 26-30)

N89° 55'21"E 658.01'

FOUND 5/8" IRON ROD & CAP "LB 4431" ALSO FND. 1" IRON PIPE (NO NUMBER) 1.49'N, 1.69'W

S89° 55'21"W 658.01'
SOUTH LINE OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32

FENCE COR. LIES 9.7'N.

BARBED WIRE FENCE (POOR CONDITION)

FOUND 5/8" IRON ROD & CAP "LB 4431"

FENCE COR. LIES 1.5'S, 0.2'E

N89° 55'21"E 1291.02'

POND

SET 5/8" IRON ROD & CAP "LB 4431"

S00° 06'41"E 2643.13'

25' R/W PER O.R.B. 132, PG. 265

25' R/W PER O.R.B. 132, PG. 460

5' ADDITIONAL R/W (P.B. 54, PGS. 26-30)

**SELVITZ III, LLC**
O.R.B. 4671, PG. 1245
18.278 ACRES
PCN: 2432-343-0001-000-4

VACANT

S00° 06'41"E 616.05'

WEST R/W LINE

EAST LINE OF THE S.W. 1/4 OF SECTION 32

N00° 01'02"W 616.88'

WEST LINE OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 32

HOG & BARBED WIRE FENCE LIES 1.6' W OF LINE

NOT PLATTED

**SELVITZ ROAD (STATE ROAD S-611B)**

N00° 04'35"E 2654.95'

WEST LINE OF SECTION 32-35-40

663.74'

EAST R/W LINE

THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32
*(NOT INCLUDED)*

THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32
*(NOT INCLUDED)*

N00° 01'46"E 663.31'

ORIGINAL 30' R/W PER D.B. 140, PG. 198

100' R/W PER F.D.O.T. R/W MAP SECTION" 94631-2605

50.00' 50.00'

25' R/W PER (O.R.B. 132, PG. 265)

WIRE FENCE

FOUND 5/8" IRON ROD & CAP "LB 4431" ALSO FND. 4" IRON ROD (NO NUMBER) 0.29'N, 0.10'W

46' WIDE EASEMENT FOR COUNTY ROAD PURPOSES PER O.R.B. 260, PG. 214

BERM

**DEVINE ROAD**

658.55' 658.55'

S89° 53'07"W 2634.22'

S89° 53'07"W 1292.03'

1317.11'

SOUTH LINE OF SECTION 32-35-40

**NSLRWCD CANAL NO. 102**

**N.S.L.R.W.C.D CANAL NO. 102**

CANAL

S.W. CORNER OF SECTION 32-35-40 FND. 1" IRON ROD (NO NUMBER) IN ASPHALT CUT OUT

SOUTH 1/4 CORNER SECTION 32-35-40 (NOT FOUND)

FOUND 5/8" IRON ROD & CAP "LB 4431"

N

GRAPHIC SCALE IN FEET
SCALE: 1" = 100'
100 50 0 100 200

ABBREVIATIONS:
(C) - CALCULATED
C.B.S. - CONCRETE BLOCK STRUCTURE
C.M.B. - COMMISSIONERS MINUTES BOOK
CMH - CONFLICT MANHOLE
CONC. - CONCRETE
D.B. - DEED BOOK
F.H. - FIRE HYDRANT
FND. - FOUND
F.P.L. - FLORIDA POWER & LIGHT
I.P. - IRON PIPE
INV. - INVERT
I.R. - IRON ROD
L.B. - LICENSE BUSINESS
L.P. - LIGHT POLE
L.S. - LICENSE SURVEY
(M) - MEASURED
MH - MANHOLE
M.H.W. - MEAN HIGH WATER
MON. - MONUMENT
N.S.L.R.W.C.D.-NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
O.R.B. - OFFICIAL RECORD BOOK
PT. - PLAT
P.B. - PLAT BOOK
P.R.M. - PERMANENT REFERENCE MONUMENT
R.O.W. - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
R.P.B. - ROAD PLAT BOOK
(S) - SURVEY
S.L.P. - STOP LIGHT POLE
SMH - SANITARY MANHOLE
SBTMH - SOUTHERN BELL TELEPHONE MANHOLE
STMH - STORM MANHOLE
T.B. - TELEPHONE
TSP - TRAFFIC SIGNAL POLE
TV - TELEVISION
U.E. - UTILITY EASEMENT
WP - WOOD POLE
WUP - WOOD UTILITY POLE
WV - WATER VALVE

| DATE: | REVISIONS: | BY: |
|---|---|---|

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

**BOUNDARY SURVEY**
**SELVITZ ROAD PARCEL**
**PREPARED FOR:**
**SELVITZ I, LLC; SELVITZ II, LLC; SELVITZ III, LLC**

| | | | |
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Advanced Restoration Ecology

# 2432-211-0006-000-3
# 2432-211-0005-000-6
# 2432-343-0001-000-4

St. Lucie County, FL

## Environmental Assessment

Prepared For:
Selvitz LLC

Prepared By:

Drew Gatewood, MS, PWS
2593 NE Roberta St
Jensen Beach, FL 34957
772-242-7200
813-784-8891

©ARE, Inc. July 2022

The environmental assessment report below has been compiled in accordance with the St. Lucie County Development Review Division and previsions set forth by the state of Florida. The parcels are listed by the St. Lucie County Property Appraiser as Parcel ID numbers 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4. The parcels are a total of 122.8 acres. The property is located on 4300 Selvitz Rd Fort Pierce, FL. The following report describes the findings of our recent on-site review and database research as it pertains to St. Lucie County and the State of Florida.

## LAND USE RECORDS

The St. Lucie County Property Appraiser's Report lists this property as 6000 - GRZNG SLD CP

## SOIL COMPOSITION:

Based on a review of the United State Department of Agriculture's Web Soil Survey database the site's soils are comprised of the following:

***Ankona and Farmton sands*** - The Ankona and Farmton series consists of very deep, very poorly drained, slowly permeable soils. These sands formed in sandy and loamy marine sediments. A water table is within depths of 6 to 18 inches for 1 to 4 months, primarily in the winter and early spring and it is at depths of 18 to 40 inches for 6 months or more during the rest of the year in most years. Ankona and Farmton soils are found in broad flats and depressional areas. Typical vegetation consists of longleaf pine, slash pine, saw palmetto, wax myrtle, gallberry, fetterbush, creeping bluestem, chalky bluestem, lopsided Indiangrass, low panicums and pineland threeawn. Depressional areas are dominated by marsh vegetation consisting of maidencane, cutgrass, sand cordgrass, and St. John's wort.

***Floridana fine sand, frequently ponded, 0 to 2 percent slopes*** - Floridana fine sand is nearly level and poorly drained and found in wet sloughs and depressions. Typically the surface layer is black fine sand about 15 inches thick. The soil is ponded for more than 6 months during most years. The water table is at a depth of less than 10 inches for much of the remainder of the year. Natural vegetation consists of cypress, willow, bay trees, pickerelweed, waxmyrtle, primrose willow, sawgrass, smartweed, and water-tolerant grasses. This soil is too wet for improved pastures, citrus, and cultivated crops unless excess water is controlled and good aeration is maintained.

***Oldsmar Fine Sand, depressional*** - This soil is in wet depressions in the flatwoods and the soil is often ponded for six to nine months. The potential for cultivation is low without aggressive water management. Oldsmar sand is sandy, siliceous, poorly drained and slowly permeable sand. These soils are nearly level and found in broad areas of flatwoods and wet depressional areas. In most years the water stands above the surface for 6 to 9 months or more. These soils are saturated for long periods during the wet season. Natural vegetation includes sandweed, stillingia, longleaf threeawn, maidencane and sand cordgrass. The most common grasses are florida threeawn and pineland threeawn. Water control measures are necessary to overcome excessive wetness. The potential for cultivation is low without aggressive water management. The soil is well suited for pasture and hay crops.

***Pineda Fine Sand , 0 to 2 percent slopes*** - This soil is a nearly level, poorly drained soil in low grassy flats. The water table is typically at a depth of less than 10 inches for 2 to 6 months during wet seasons, and at a depth of 10 to 40 inches for the remaining time.

*Riviera Fine Sand, 0 to 2 percent slopes* - This nearly level soil is poorly drained and has a surficial layer of dark gray sand about four inches thick. The water table is typically at less than 10 inches for two to four months of the year. The soil is well suited for pasture and hay crops. Natural vegetation includes slash pine, cabbage palm, wax myrtle, blue maidencane, broom sedge, pineland threeawn, cord grass, panicums and a variety of sedges. Riviera Fine Sands are loamy, silicious, nearly level and poorly drained soils that formed in beds of sandy and loamy marine sediments. These soils are on broad, low flats and in depressional areas. The water table is within a depth of 10 inches for 2 to 4 months in most years and between a depth of 10 and 30 inches for most of the rest of the year.

*Susanna and Wauchula Sands* - The Susanna series consists of very deep, poorly drained, very slowly permeable soils on broad flats of central and southern Florida. They formed in sandy and loamy marine sediments. Near the type location, the mean annual temperature is about 73 degrees F., and the mean annual precipitation is about 55 inches. Slopes range from 0 to 2 percent.

*Wabasso Sand, 0 to 2 percent slopes*- This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The surface layer is sand about 8 inches thick. The upper 4 inches is black and the lower 4 inches is dark grey. The water table is typically at a depth of less than 10 inches for 1 to 4 months during the wet season, and at a depth of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, running oak, inkberry and fetterbush. Common grasses are threeawn and bluestem. The soil has severe limitations for cultivated crops and citrus due to wetness. The soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

## WILDLIFE EVALUATION:

On July 12, 2022, ARE conducted pedestrian transects across 100% of the property looking for local, state and federally listed or endangered species present on the site. This survey primarily focused on the presence of gopher tortoise burrows or recent activity. During the pedestrian transects of the property, no gopher tortoise activity was observed on site. No other listed plant or animal species were observed on site during the site visit.

## NATIVE HABITAT

The site investigation conducted by ARE, Inc. did not find native upland habitat on the site. The site is primarily pasture. Species observed during the site reconnaissance included the following:

Slash Pine (*Pinus elliottii*)
Live Oak (*Quercus virginiana*)
Laurel Oak (*Quercus laurifolia)*
Bahia Grass (*Paspalum notatum*)

## WETLAND DELINEATION:

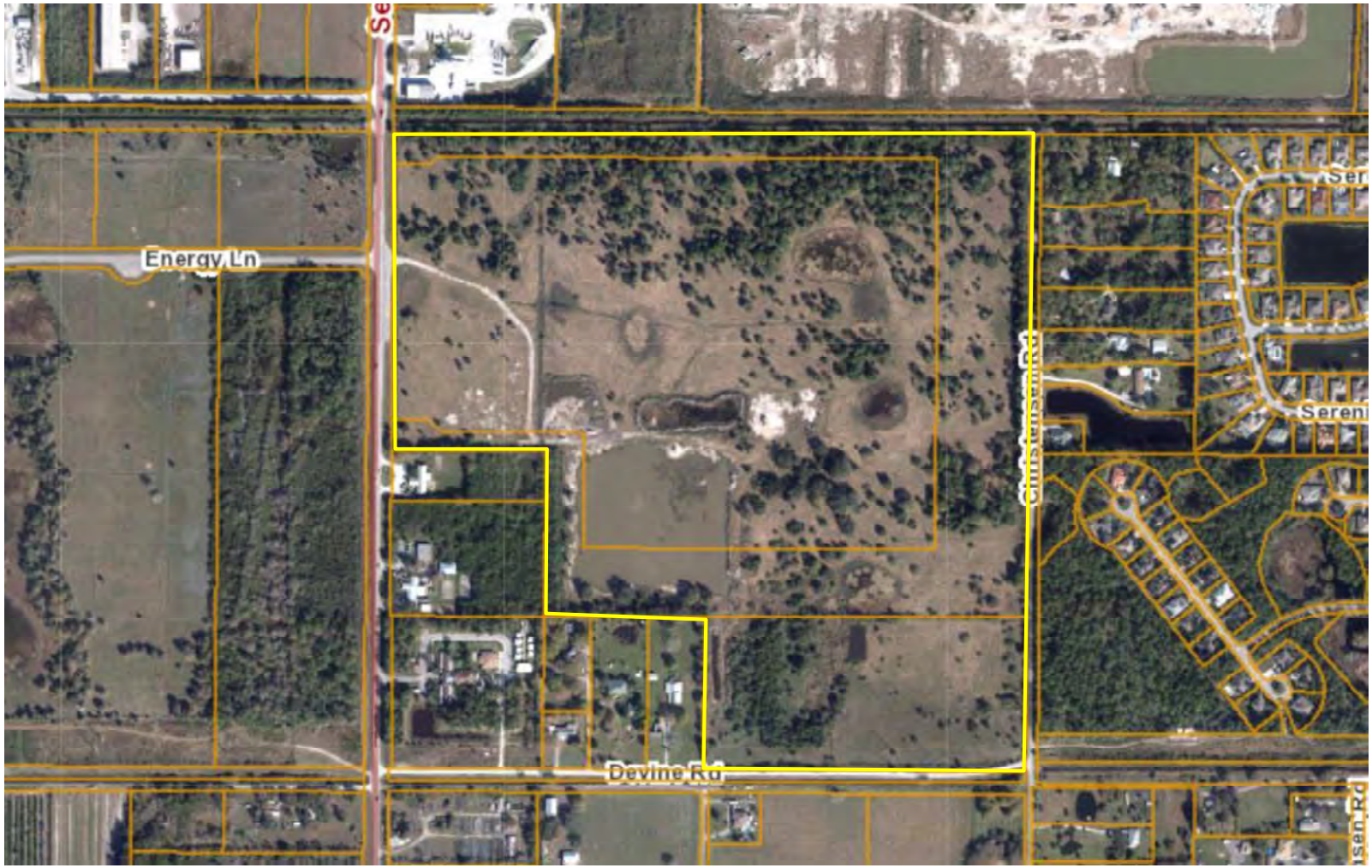
Based on the State definition of a wetland in 62-340 FAC, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were present on site. A wetland JD has been performed at this site (Permit No. 56-03396-P). State and Federal jurisdictional wetlands are present on site in its current configuration.

## COUNTY REQUIREMENTS

The County will require proof of a completed gopher tortoise survey by a licensed agent. Please submit this document with any applications to use as the needed verification of a 100% gopher tortoise survey has been completed on the site. Per FWC regulations a gopher tortoise survey is good for 90 days, and any clearing must have a valid survey prior to commencement. The County will not authorize/issue any permitting without a current gopher tortoise survey. A Tree Survey will be needed prior to any clearing as the site does have trees meeting the Tree Ordinance protection standards.

## CONCLUSION:

Based on County requirements, ARE, Inc. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species. No gopher tortoise burrows were observed on site, nor any other State or Federally listed species were observed on the property during the site visit. A 100% gopher tortoise survey of the property was conducted and completed by an FWC licensed gopher tortoise agent during the site investigation. Native habitat was determined not to be on site due to the site primarily being pasture, but a tree survey will likely be needed prior to clearing. A wetland JD has determined there are State and Federally jurisdictional wetlands on the site.




7/12/2022

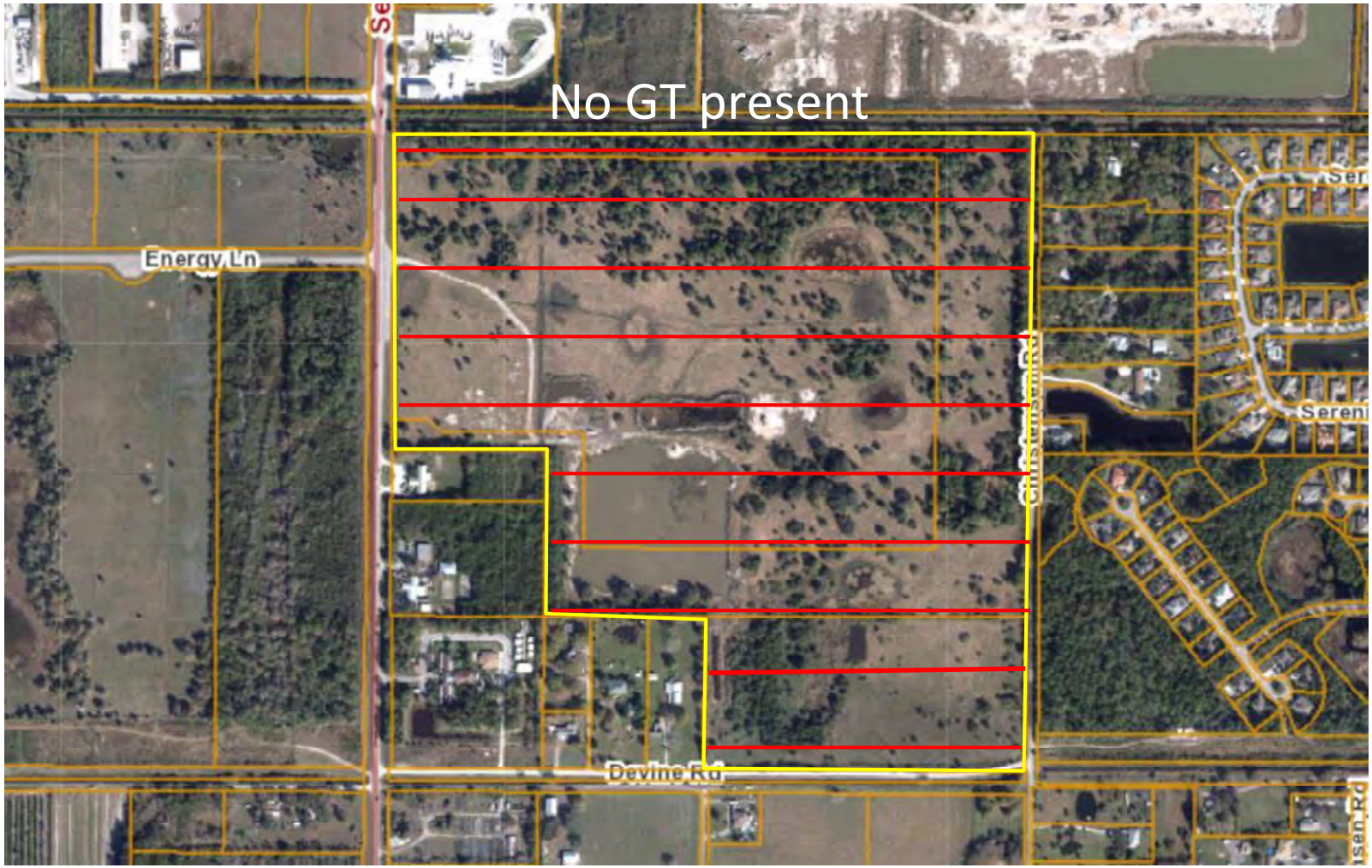
Location Map

Map Source: St. Lucie County

N

**4300 Selvitz Rd**
**Fort Pierce, FL**

Advanced Restoration Ecology




7/12/2022

Species Survey Map

Map Source: St. Lucie County

N

**4300 Selvitz Rd**
**Fort Pierce, FL**

Advanced Restoration Ecology




7/12/2022

FLUCCS

Map Source: St. Lucie County

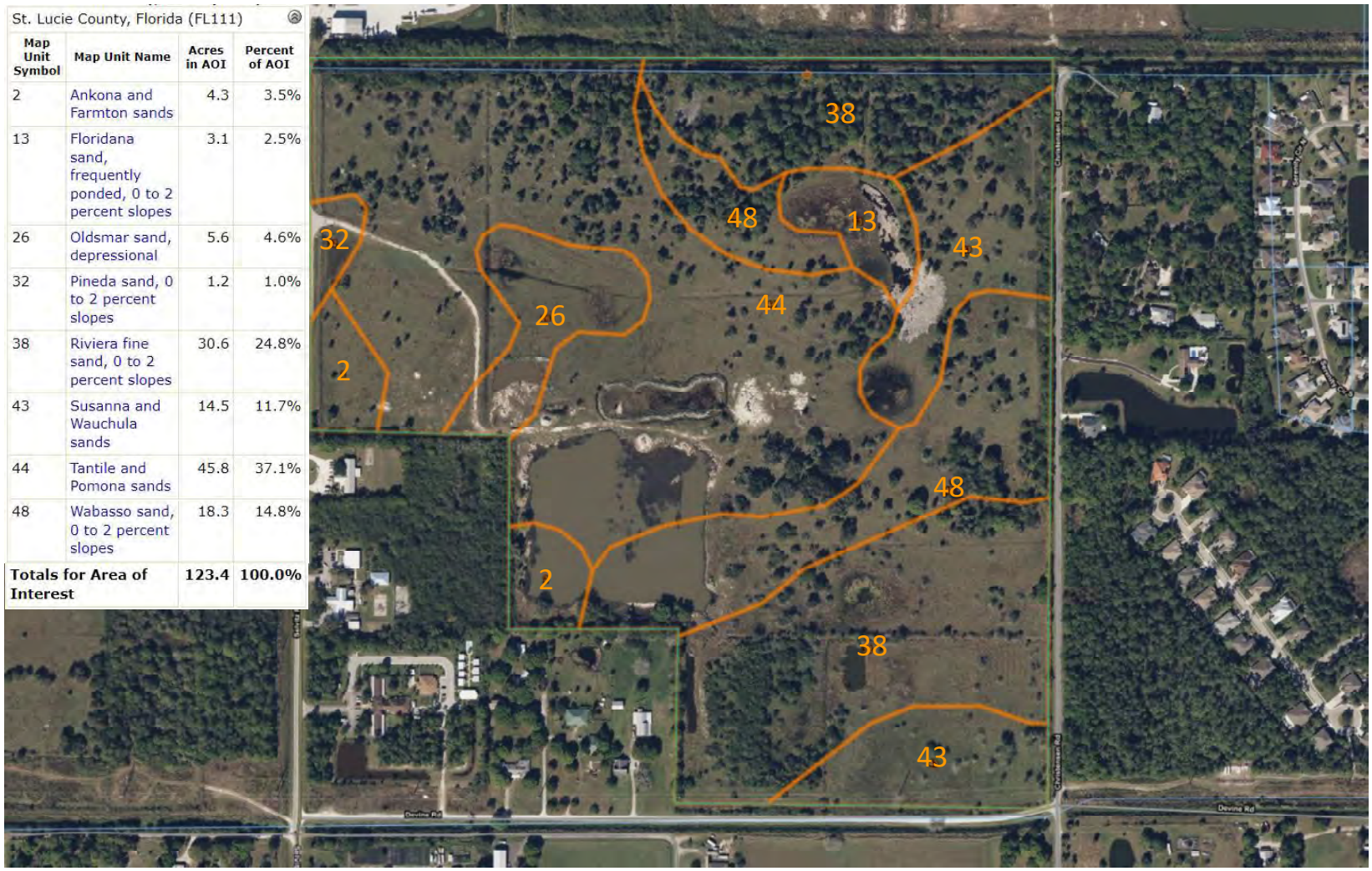
N

# 4300 Selvitz Rd
# Fort Pierce, FL

Advanced Restoration Ecology

St. Lucie County, Florida (FL111)

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| 2 | Ankona and Farmton sands | 4.3 | 3.5% |
| 13 | Floridana sand, frequently ponded, 0 to 2 percent slopes | 3.1 | 2.5% |
| 26 | Oldsmar sand, depressional | 5.6 | 4.6% |
| 32 | Pineda sand, 0 to 2 percent slopes | 1.2 | 1.0% |
| 38 | Riviera fine sand, 0 to 2 percent slopes | 30.6 | 24.8% |
| 43 | Susanna and Wauchula sands | 14.5 | 11.7% |
| 44 | Tantile and Pomona sands | 45.8 | 37.1% |
| 48 | Wabasso sand, 0 to 2 percent slopes | 18.3 | 14.8% |
| **Totals for Area of Interest** | | **123.4** | **100.0%** |




7/12/2022

Soil Map

Map Source: Web Soil

N

**4300 Selvitz Rd**
**Fort Pierce, FL**

Advanced Restoration Ecology

*Future Land Use Amendment*

*& Rezoning*

*Traffic Analysis*

# Selvitz 123 AC
# Fort Pierce, FL

*Prepared for:*
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North Palm Beach, Florida 33408

*Prepared by:*

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**023009**
Revised February 2023
September 2022
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CA 29013

Shaun G. MacKenzie P.E.
PE Number 61751

# *EXECUTIVE SUMMARY*

**Future Land Use Analysis**

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The subject parcels have a future land use designation of Single Family. The applicant is requesting a future land use amendment on 122.8 acres to Mixed Use Development (MXD).

Two conditions are recommended to support the change:

1. Limit the non-residential floor area ratio of the combined properties to 0.2 (1,069,834 SF)
2. Amend the future laneage of Selvitz Road to 4-lanes from Midway Road to the property on the Comprehensive Plan Future Lanes Map (Map 2-14).

**Rezoning Analysis**

The applicant proposes to rezone the parcels (122.8 acres) from R-1 single family to the following:

- 8.86 acres of low density residential
- 80.93 acres of planned development
- 19 acres of high density residential
- 14.01 acres of industrial

All of the roadway segments are projected to operate acceptably with the proposed rezoning except Midway Road from East Torino Parkway to Jenkins Road/Milner Road. Because this road is failing in the existing/background condition, it is the responsibility of the maintaining agency to correct the existing deficiency and it is not a responsibility of the applicant (Chapter 163.3180 (5) F.S.). Therefore, the proposed rezoning meets the transportation requirements of the City's Code.

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# INTRODUCTION

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The future land use (FLU) amendment traffic analysis will examine the impacts of changing 122.8 acres of single family to mixed use development (MXD) as shown in Table 1A. The applicant also proposes to rezone the parcels as shown in Table 1B.

The proceeding analysis will examine the ability of the existing roadway network to accommodate the increased demand and the future roadway network to accommodate the increased demand.

Table 1A. Future Land Use Change Summary

| Property Size (Acres) | Existing Maximum FLU | | | | | |
|---|---|---|---|---|---|---|
| | Land Use | ITE Code | Density | | Intensity (DU) | Units |
| 122.8 | Single Family | 215 | 6.5 | DU/Acre | 799 | DUs |

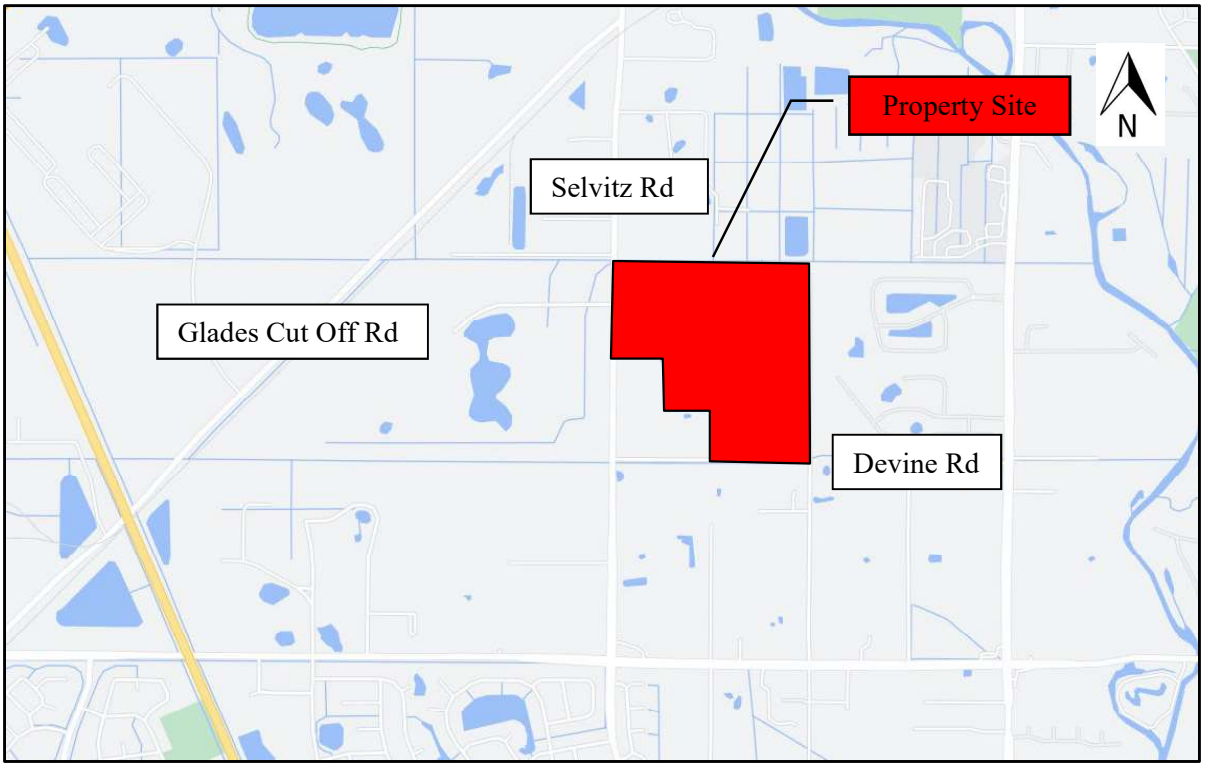
| Property Size (Acres) | Proposed Maximum FLU | | | | | |
|---|---|---|---|---|---|---|
| | Land Use | ITE Code | Density | | Intensity | Units |
| 122.8 | TOTAL | - | 1.5 | FAR | 8,023,752 | SF |
| | Multifamily Mid-Rise* | 221 | 15 | (DUs/AC) | 1,842 | DUs |
| | Maximum Use capped at 6,907,500 based on 40% minimum residential Use in the MXD Area | | | | | |
| | Retail | 820 | 0.5 | FAR | 2,674,584 | SF |
| | Office | 710 | - | - | 1,469,916 | SF |

* Residential Area estimated to be (1,842 x 1,500 SF ) = 2,763,000 SF
** Maximum Development formula = residential area / 0.4 = 6,907,500 SF

Table 1B. Rezoning Land Use Summary

| No. | Property Size (Acres) | Proposed Maximum Rezoning | | | | | |
|---|---|---|---|---|---|---|---|
| | | Land Use | Maximum Density (DU/AC) | Floor Area Ratio (FAR) | Maximum Rezoning | Unit | ITE |
| 1 | 14.01 | Light Industrial (LI) | - | 1.5 | 915,413 | SF | 110 |
| 2 | 19.00 | High Density Residential (R-5) | 18 | - | 342 | DU | 221 |
| 3 | 8.86 | Low Density Residential (R-1) | 4 | | 35 | | 210 |
| 4 | 80.93 | Planned Development (PD) | 5 | | 405 | | 215 |
| Total | 125.66 | Light Industrial | - | | 915,413 | SF | 110 |
| | | Multifamily | | | 342 | DU | 221 |
| | | Single Family - Detached | | | 35 | | 210 |
| | | Single Family - Attached | | | 440 | | 215 |

**Figure 1. Site Location Map**



## *CURRENT DATA*

The information contained below was used to develop the foregoing future land use traffic analysis.

- *Trip Generation, 11th Edition* (ITE report)
- Comprehensive Plan
- St. Lucie County Transportation Improvement Program (FY 2022/23 – FY 2026/27)
- St. Lucie County LRTP (2045)

## *TRIP GENERATION*

The study uses trip generation rates for Single Family (ITE Land Use 215 – Single-Family Attached Housing), Multifamily (ITE Land Use 221 – Multifamily Housing (Mid-Rise)), Office (ITE Land Use 710 – General Office Building), Light Industrial (ITE Land Use 110 – General Light Industrial) and Retail (ITE Land Use 820 – Shopping Center (>150k)) published in the Institute of Transportation Engineers' (ITE) report, *Trip Generation (11th Edition)*.

## *HISTORICAL GROWTH*

Historic growth rates were determined based on FDOT Traffic Online data as shown in Table 2. The historic annual growth on the surrounding facilities between 2017 and 2021 4.35%.

Table 2. Growth Rate Calculation

| Road Name | From | To | Count Site | 2017 AADT | 2018 AADT | 2019 AADT | 2020 AADT | 2021 AADT | Annual Absolute Growth | Growth Rate |
|---|---|---|---|---|---|---|---|---|---|---|
| Selvitz Rd | Peachtree Blvd | Midway Rd | 948520 | 7,600 | | | 9,000 | | 467 | 5.2% |
| Midway Rd | Glades Cut Off Rd | Selvitz Rd | 948538 | | 16,800 | | | 18,700 | 633 | 3.4% |
| | Selvitz Rd | West Virginia Dr | 948539 | | 16,400 | | | 24,000 | 2,533 | 10.6% |
| Glades Cut Off Rd | W of Selvitz Rd | | 947011 | | | 5,600 | | | | |
| CR 615/25th St | N of Dade Rd | | 948549 | | 17,800 | | | 15,700 | -700 | -4.5% |
| | N of Midway | | 940016 | | | | | | | |
| | S of Midway | | 947055 | | 16,300 | | | | | |
| | | | | | | **Weighted Average** | | | | **4.35%** |
| | | | | | | **Growth Rate Used** | | | | **4.35%** |

# ASSURED, PROGRAMMED AND PLANNED CONSTRUCTION

A review conducted of the TPO LRTP, St. Lucie County and FDOT, as well as those improvements committed by the developers of projects in the area.

## *Short-Term (5-Year)*

The following improvements are programed within the study area:

- Midway Road – Jenkins Road to Selvitz Road – 4-laning
- Selvitz Road – Glades Cut-Off Road to Edwards Road – 4-laning

## *Long-Term (Year 2045)*

The following improvements are planned by 2045:

- Midway Road – from Glades Cut-Off Road to Selvitz Road – Widen from 2 Lanes to 4 Lanes
- Midway Road & Florida's Turnpike - Interchange

The Long Range Transportation Plan identified the following roadway needs:

- Glades Cut Off Road – from Arterial A to Selvitz Road – Widen from 2 Lanes to 4 Lanes
- Selvitz Road – from Bayshore Drive to Milner Drive – Widen from 2 Lanes to 4 Lanes
- Jenkins Road – from Midway Road to St. Lucie Boulevard – New/Widen to 4 Lanes

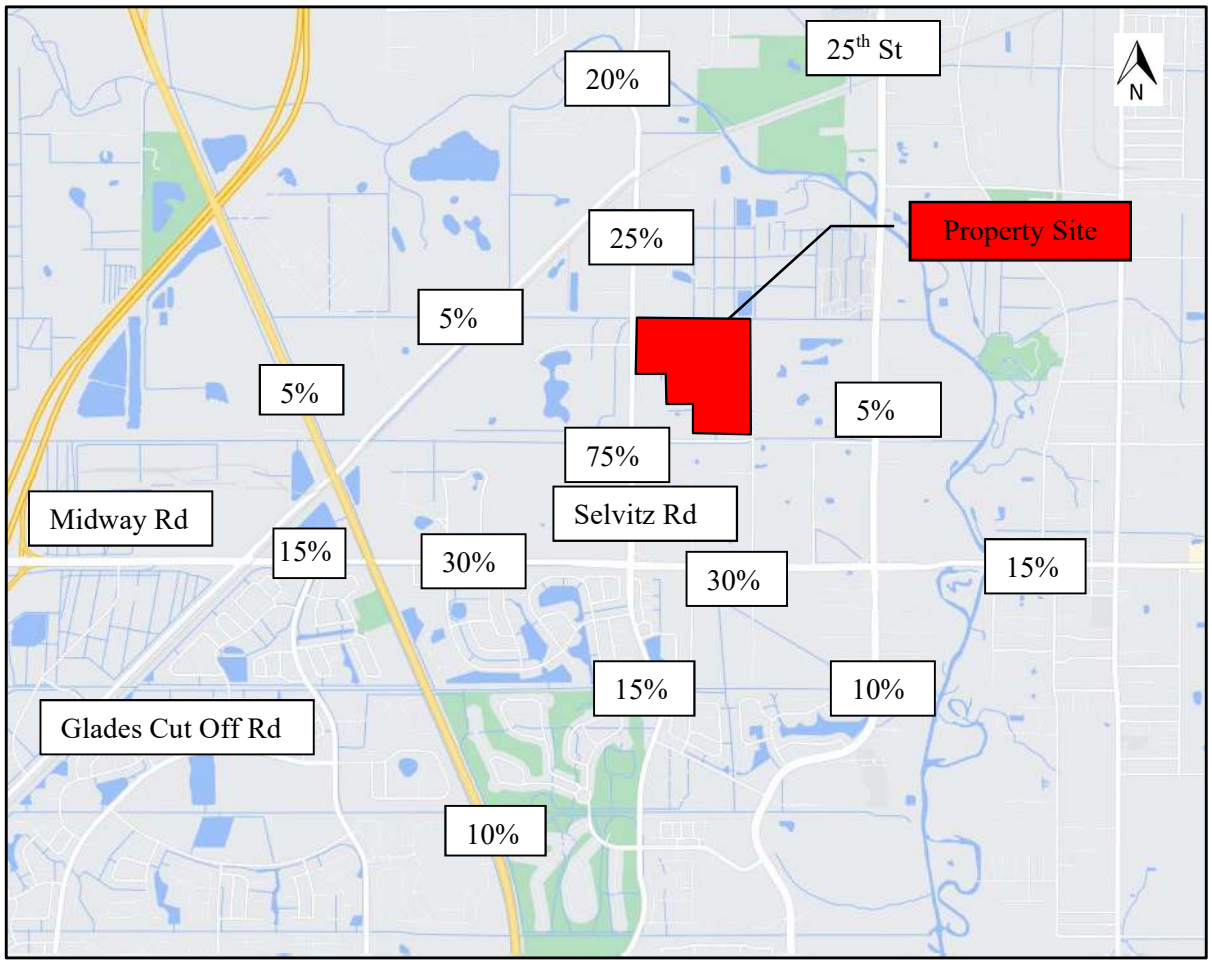
The County's Right-Of-Way Protection Map identifies Selvitz Road as an ultimate 4-lane need in the County.

# *TRAFFIC DISTRIBUTION AND ASSIGNMENT*

Traffic distribution and assignment was determined using engineering judgment, trip lengths based on the uses and from a review of the roadway network. The property traffic assignment is illustrated in Figure 2. The overall distribution is summarized by general directions and is depicted below:

NORTH - 25 percent
SOUTH - 25 percent
WEST - 35 percent
EAST - 15 percent

**Figure 2. Traffic Assignment**



# *FUTURE LAND USE CHANGE ANALYSIS*

## *Existing Future Land Use*

The existing future land use utilizes the most intense reasonable maximum development scenario. This scenario uses Single Family Attached homes at a maximum density of 6.5 units per acre. Therefore, based on the 122.8 acres use change the maximum expected intensity with respect to traffic is 799 DUs.

- 799 DUs Single Family (ITE Land Use 215)

The existing FLU is expected to generate the following net external and driveway trips:

- 6,038 daily, 410 AM peak hour (127 in/283 out), and 475 PM peak hour (271 in/204 out) trips.

## *Proposed Future Land Use*

The proposed future land use utilizes the most intense reasonable maximum development scenario based on the existing land development regulations. This scenario uses a maximum density of 15 units per acre for Mixed Use Development (MXD). Based on Fort Pierce Comprehensive Plan (Residential uses shall comprise a minimum of 40% of the total floor area of the MXD), the maximum FLU residential use is 1,842 DUs and the maximum allowable floor area is 6,907,500 SF. Retail is a ground floor use. The maximum feasible FAR of retail is estimated at 0.5 based on requirements for open space, setbacks, landscaping, access, drainage and parking. Therefore, the maximum intensity of retail is 2,674,584 SF. The estimated gross floor area of each residential unit is 1,500 SF for a total area of 2,763,000 SF. The total developable floor area is 8,023,752 SF based on the Comprehensive plan's allowable 1.5 FAR, but minimum of 40 percent of residential space as part of the MXD land use. The remaining 1,469,916 SF floor area is allocated to office use to provide a conservative analysis of transportation conditions.

- 1,842 DU Multi-Family Mid-Rise Housing (ITE Land Use 221)
- 1,469,916 SF Office (ITE Land Use 710)
- 2,763,000 SF Shopping Center (ITE Land Use 820)

The proposed FLU is expected to generate the following net external trips:

- 69,067 daily, 3,623 AM peak hour (2,403 in/1,220 out), and 5,967 PM peak hour (2,464 in/3,503 out).

# *Net Impact*

The difference between the maximum trip generation potential of the existing future land use and the proposed future land use was examined to determine the maximum (worst case/conservative) impact to the existing and future roadway network. Table 3 displays the resulting trip generation.

The resulting net external trips change is:

- 63,029 daily, 3,213 AM peak hour (2,276 in/937 out), and 5,492 PM peak hour (2,193 in/3,299 out).

### *Internal Capture*

Internal capture is conservatively estimated at 6.6% for the AM peak hour and 15.5% for the Daily/PM peak hour conditions. The internal capture is summarized in Exhibit 1A and detailed in Exhibits 1B and 1C for proposed conditions. Internal capture rates are provided in the *Trip Generation Handbook, 3rd Edition, Table 7.1.*

### *Pass-by Trip Capture*

The proposed pass-by capture is based on *ITE Trip Generation Manual, 11th Edition.*

MacKenzie
Engineering & Planning, Inc.

Table 3. Trip Generation – Future Land Use

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Attached | 799 | DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 1,469.916 | 1000 SF | 12,027 | 1,689 | 1,486 | 203 | 1,546 | 263 | 1,283 |
| Shopping Center (>150k) | 2,674.584 | 1000 SF | 75,697 | 1,712 | 1,061 | 651 | 6,014 | 2,887 | 3,127 |
| Subtotal | | | 96,464 | 4,200 | 2,731 | 1,469 | 8,279 | 3,589 | 4,690 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 48.5% | 4,242 | 22 | 4 | 18 | 349 | 220 | 129 |
| General Office | 7.6% | 20.9% | 2,513 | 128 | 71 | 57 | 323 | 74 | 249 |
| Shopping Center (>150k) | 7.4% | 10.2% | 7,728 | 126 | 63 | 63 | 614 | 349 | 265 |
| Subtotal | 6.6% | 15.5% | 14,483 | 276 | 138 | 138 | 1,286 | 643 | 643 |
| Pass-By Traffic | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| General Office | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shopping Center (>150k) | 19% | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| Subtotal | | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| ***NET PROPOSED TRIPS (FOR THE PURPOSES OF SHORT-TERM 5 YEARS)*** | | | ***69,067*** | ***3,623*** | ***2,403*** | ***1,220*** | ***5,967*** | ***2,464*** | ***3,503*** |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **63,029** | **3,213** | **2,276** | **937** | **5,492** | **2,193** | **3,299** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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# *Roadway Analysis*

### *Long Term Analysis (2045) - Maximum*

Year 2045 daily traffic volumes were obtained from the 2045 Long Range Transportation Plan model (LRTP volumes). The total volumes were developed by adding LRTP volumes plus future land use (FLU) trips. The level of service capacity is based on Florida Department of Transportation's Quality/Level of Service Handbook. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably. Based on the analysis, the following changes are required:

- Selvitz Road
  - Glades Cut-Off Road to Property – 4-Lanes
  - Property to Midway Road – 6-Lanes
- Midway Road
  - Glades Cut-Off Road to 25th Street – 6-Lanes

The analysis is shown in Table 4.

### *Long Term Analysis (2045) – 20 Percent Maximum Non-Residential FAR*

The maximum future land use on the property is inconsistent with the long range transportation plan. Therefore, we recommend a reduction in the non-residential floor area ratio to 0.2 to bring the future land amendment in compliance the with the long range transportation plan. The residential density will remain unchanged. Based on the recommendation, the proposed maximum use is as follows:

- 1,842 DU Multi-Family Mid-Rise Housing (ITE Land Use 221)
- 1,069,834 SF of non-residential use
  - 534,917 SF Office (ITE Land Use 710)
  - 534,917 SF Shopping Center (ITE Land Use 820)

The trip generation is shown in Table 5 and the roadway analysis based on the proposed use is shown in Table 6. It is recommended that the comprehensive plan amendment include the widening of Selvitz Road to 4-lanes from the property south to Midway Road.

Table 4. FLU Roadway Analysis (2045)

| Roadway | From | To | 2045 Lanes | Class | Service Capacity | LRTP 2045 Traffic | Percent Assign ment | FLU Traffic | 2045 Total Traffic | Meets Service Volume | Needed Improvement |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 2 | 33,800 | 20,091 | 20% | 12,606 | 32,697 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 1 | 17,700 | 10,014 | 25% | 15,757 | 25,771 | **NO** | 4-Lane |
| | Property | Favorite Rd | 2 | 1 | 17,700 | 9,806 | 75% | 47,272 | 57,078 | **NO** | 6-Lane |
| | Favorite Rd | Midway Rd | 4 | 1 | 39,800 | 9,961 | 75% | 47,272 | 57,233 | **NO** | 6-Lane |
| | Midway Rd | Bayshore Blvd | 4 | 2 | 33,800 | 13,397 | 15% | 9,454 | 22,851 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 1 | 39,800 | 26,441 | 5% | 3,151 | 29,592 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 1 | 39,800 | 27,593 | 10% | 6,303 | 33,896 | YES | - |
| **Glades Cut Off Rd** | Selvitz Rd | Midway Rd | 4 | 1 | 39,800 | 14,521 | 5% | 3,151 | 17,672 | YES | - |
| **Midway Rd** | Glades Cut Off Rd | Floridas Turnpike | 4 | 1 | 39,800 | 32,571 | 15% | 9,454 | 42,025 | **NO** | 6-Lane |
| | Floridas Turnpike | Selvitz Rd | 4 | 1 | 39,800 | 31,877 | 30% | 18,909 | 50,786 | **NO** | 6-Lane |
| | Selvitz Rd | 25th St | 4 | 1 | 39,800 | 27,212 | 30% | 18,909 | 46,120 | **NO** | 6-Lane |

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Table 5. Trip Generation – Proposed Future Land Use with Restrictions

| Land Use | Intensity | Daily Trips | AM Peak Hour Total | AM Peak Hour In | AM Peak Hour Out | PM Peak Hour Total | PM Peak Hour In | PM Peak Hour Out |
|---|---|---|---|---|---|---|---|---|
| **Existing FLU Traffic** | | | | | | | | |
| Single Family Attached | 799 DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 534.917 1000 SF | 4,991 | 708 | 623 | 85 | 668 | 114 | 554 |
| Shopping Center (>150k) | 534.917 1000 SF | 19,830 | 449 | 278 | 171 | 1,888 | 906 | 982 |
| Subtotal | | 33,561 | 1,956 | 1,085 | 871 | 3,275 | 1,459 | 1,816 |
| Internal Capture | AM PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% 43.8% | 3,829 | 22 | 4 | 18 | 315 | 213 | 102 |
| General Office | 8.6% 17.1% | 852 | 61 | 37 | 24 | 114 | 31 | 83 |
| Shopping Center (>150k) | 13.1% 20.4% | 4,044 | 59 | 30 | 29 | 385 | 163 | 222 |
| Subtotal | 7.3% 24.9% | 8,725 | 142 | 71 | 71 | 814 | 407 | 407 |
| Pass-By Traffic | | | | | | | | |
| Shopping Center (>150k) | 19% | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| Subtotal | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | **15,799** | **1,330** | **840** | **490** | **1,700** | **640** | **1,060** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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Table 6. Proposed FLU with Restrictions Roadway Analysis (2045)

| Roadway | From | To | 2045 Lanes | Class | Service Capacity | LRTP 2045 Traffic | Percent Assignment | FLU Traffic | 2045 Total Traffic | Meets Service Volume | Needed Improvement |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 2 | 33,800 | 20,091 | 20% | 3,160 | 23,251 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 1 | 17,700 | 10,014 | 25% | 3,950 | 13,963 | YES | - |
| | Property | Favorite Rd | 2 | 1 | 17,700 | 9,806 | 75% | 11,849 | 21,655 | **NO** | 4-Lane |
| | Favorite Rd | Midway Rd | 4 | 1 | 39,800 | 9,961 | 75% | 11,849 | 21,810 | YES | - |
| | Midway Rd | Bayshore Blvd | 4 | 2 | 33,800 | 13,397 | 15% | 2,370 | 15,767 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 1 | 39,800 | 26,441 | 5% | 790 | 27,231 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 1 | 39,800 | 27,593 | 10% | 1,580 | 29,173 | YES | - |
| **Glades Cut Off Rd** | Selvitz Rd | Midway Rd | 4 | 1 | 39,800 | 14,521 | 5% | 790 | 15,311 | YES | - |
| **Midway Rd** | Glades Cut Off Rd | Floridas Turnpike | 4 | 1 | 39,800 | 32,571 | 15% | 2,370 | 34,941 | YES | - |
| | Floridas Turnpike | Selvitz Rd | 4 | 1 | 39,800 | 31,877 | 30% | 4,740 | 36,617 | YES | - |
| | Selvitz Rd | 25th St | 4 | 1 | 39,800 | 27,212 | 30% | 4,740 | 31,951 | YES | - |

# *REZONING ANALYSIS*

The rezoning amendment traffic analysis will examine the impacts of rezoning 122.80 acres from R-1 single family low density to 8.86 acres of low density residential, 80.93 acres of planned development, 19.00 acres of high density residential and 14.01 acres of industrial. The proceeding analysis will examine the ability of the existing roadway network to accommodate the increased demand.

## *Maximum Use*

The proposed rezoning land uses the most intense reasonable maximum development scenario based on the existing land development regulations. This scenario uses an estimated floor to area ratio of 1.5 for general light industrial use (14.01 acres), a maximum density of 18 units per acre for high density residential (19.00 acres), a maximum density of 4 units per acre for low density residential (8.86 acres) and a density of 5 units per acre for planned development (80.93 acres). Therefore, the maximum potential use is 915,413 square feet of industrial use, 394 multifamily DUs, 35 single family detached DUs, and 405 single family attached DUs.

### *Trip Generation*

- 915,413 square feet industrial (ITE Land Use 150 – Warehouse and Distribution)
- 342 multi-family dwelling units (ITE Land Use 221 - Multifamily Mid-Rise)
- 35 single family detached dwelling units (ITE Land Use 210 – Single Family Detached)
- 440 single family attached dwelling units (ITE Land Use 215 – Single Family Attached)

The resulting rezoning trips are shown in Table 7 and below:

- 6,375 daily, 496 AM peak hour (204 in/292 out), and 536 PM peak hour (270 in/266 out).

### *Internal Capture*

Internal capture is 1.8 percent.

### *Pass-by Trip Capture*

The proposed pass-by capture is 0.

Table 7. Trip Generation – Rezoning

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Proposed Maximum Zoning Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 342 | DU | 1,585 | 139 | 32 | 107 | 134 | 82 | 52 |
| Warehouse | 915.413 | 1000 SF | 1,485 | 133 | 105 | 28 | 136 | 34 | 102 |
| Single Family Detached | 35 | DU | 384 | 29 | 8 | 21 | 37 | 23 | 14 |
| Single Family Attached | 405 | DU | 3,036 | 205 | 64 | 141 | 239 | 136 | 103 |
| Subtotal | | | 6,490 | 506 | 209 | 297 | 546 | 275 | 271 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.2% | 3.7% | 59 | 3 | 1 | 2 | 5 | 4 | 1 |
| Warehouse | 3.8% | 2.2% | 33 | 5 | 4 | 1 | 3 | 1 | 2 |
| Single Family Detached | 3.4% | 2.7% | 10 | 1 | 0 | 1 | 1 | 0 | 1 |
| Single Family Attached | 0.5% | 0.4% | 13 | 1 | 0 | 1 | 1 | 0 | 1 |
| Subtotal | 2.0% | 1.8% | 115 | 10 | 5 | 5 | 10 | 5 | 5 |
| ***NET PROPOSED REZONING TRIPS*** | | | ***6,375*** | ***496*** | ***204*** | ***292*** | ***536*** | ***270*** | ***266*** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|---|---|---|---|
| | | | | | in/out | Rate | in/out | Equation |
| Warehouse | 150 | 1000 SF | T = 1.58 (X) + 38.29 | 0% | 79/21 | T = 0.12 (X) + 23.62 | 25/75 | T = 0.12 (X) + 26.48 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |

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## *Roadway Analysis (5-Year)*

Existing traffic volumes were obtained from St. Lucie County TPO. The level of service capacity is based on Florida Department of Transportation's Quality/Level of Service Handbook. The existing volumes grown at the historic 4.35 percent annual growth rate to project 2027 background volumes. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably in the background condition. West Midway Road fails in the existing and background condition from East Torino Parkway to Jenkins Road/Milner Road. Because this road is failing in the existing/background condition, it is the responsibility of the maintaining agency to correct the existing deficiency. Further, the road is considered widened for purposes of analysis in the future condition with property trips consistent with Chapter 163.3180 (5) F.S. The background conditions analysis is shown in Table 8.

Total volumes were developed by adding background traffic volume plus rezoning trips. Based on the analysis, all of the roadway segments are projected to operate acceptably in 2027 with the proposed rezoning as shown in Table 9.

Table 8. Background PM Peak Hour One-Way Roadway Analysis (2027)

| Roadway | From | To | E+C Lanes | Service Capacity | Peak Hour Existing Traffic | Count Year | Growth Rate | 2027 Traffic Growth | 2027 Background Traffic | Meets Service Volume | Needed Bckgrnd Improv |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 1,630 | 713 | 2021 | 4.35% | 208 | 921 | YES | - |
| | Glades Cut Off Rd | Property | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | YES | - |
| | Property | Favorite Rd | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | YES | - |
| | Favorite Rd | Midway Rd | 4 | 2,000 | 508 | 2021 | 4.35% | 148 | 656 | YES | - |
| | Midway Rd | Bayshore Blvd | 2 | 750 | 419 | 2020 | 4.35% | 145 | 564 | YES | - |
| **25th St** | Edwards Rd | Midway Rd | 4 | 2,000 | 1,023 | 2020 | 4.35% | 355 | 1,378 | YES | - |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 2,000 | 1,405 | 2020 | 4.35% | 488 | 1,893 | YES | - |
| **Glades Cut Off Rd** | Midway Rd | Jenkins Rd | 2 | 790 | 540 | 2021 | 4.35% | 157 | 697 | YES | - |
| | Jenkins | Selvitz Rd | 2 | 830 | 384 | 2020 | 4.35% | 133 | 517 | YES | - |
| **Midway Rd** | East Torino Pkwy | Selvitz Rd | 2 | 880 | 1,053 | 2021 | 4.35% | 307 | 1,360 | NO | 4-Lanes |
| | Selvitz Rd | 25th St | 4 | 2,000 | 1,053 | 2021 | 4.35% | 307 | 1,360 | YES | - |

Table 9. Rezoning PM Peak Hour One-Way Roadway Analysis (2027)

| Roadway | From | To | E+C Lanes | Service Capacity | Peak Hour Existing Traffic | Count Year | Growth Rate | 2027 Traffic Growth | 2027 Background Traffic | Percent Assign ment | Rezoning Traffic | 2027 Total Traffic | Meets Service Volume |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Selvitz Rd** | Edwards Rd | Glades Cut Off Rd | 4 | 1,630 | 713 | 2021 | 4.35% | 208 | 921 | 20% | 53 | 974 | YES |
| | Glades Cut Off Rd | Property | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | 25% | 67 | 722 | YES |
| | Property | Favorite Rd | 2 | 880 | 508 | 2021 | 4.35% | 148 | 656 | 75% | 200 | 855 | YES |
| | Favorite Rd | Midway Rd | 4 | 2,000 | 508 | 2021 | 4.35% | 148 | 656 | 75% | 200 | 855 | YES |
| | Midway Rd | Bayshore Blvd | 2 | 750 | 419 | 2020 | 4.35% | 145 | 564 | 15% | 40 | 604 | YES |
| **25th St** | Edwards Rd | Midway Rd | 4 | 2,000 | 1,023 | 2020 | 4.35% | 355 | 1,378 | 5% | 13 | 1,392 | YES |
| **St James Dr** | Midway Rd | Bayshore Blvd | 4 | 2,000 | 1,405 | 2020 | 4.35% | 488 | 1,893 | 10% | 27 | 1,919 | YES |
| **Glades Cut Off Rd** | Midway Rd | Jenkins Rd | 2 | 790 | 540 | 2021 | 4.35% | 157 | 697 | 5% | 13 | 710 | YES |
| | Jenkins | Selvitz Rd | 2 | 830 | 384 | 2020 | 4.35% | 133 | 517 | 5% | 13 | 531 | YES |
| **Midway Rd** | East Torino Pkwy | Selvitz Rd | 4 | 2,000 | 1,053 | 2021 | 4.35% | 307 | 1,360 | 30% | 80 | 1,439 | YES |
| | Selvitz Rd | 25th St | 4 | 2,000 | 1,053 | 2021 | 4.35% | 307 | 1,360 | 30% | 80 | 1,439 | YES |

# CONCLUSION

**Future Land Use Analysis**

The subject parcels (122.8 acres) are located at the northeast corner of Selvitz Road & Devine Road, Fort Pierce, FL (PCN: 2432-211-0005-000-6; 2432-211-0006-000-3; 2432-343-0001-000-4). The subject parcels have a future land use designation of Single Family. The applicant is requesting a future land use amendment on 122.8 acres to Mixed Use Development (MXD).

Two conditions are recommended to support the change:

1. Limit the non-residential floor area ratio of the combined properties to 0.2 (1,044,917 SF)
2. Amend the future laneage of Selvitz Road to 4-lanes from Midway Road to the property on the Comprehensive Plan Future Lanes Map (Map 2-14).

**Rezoning Analysis**

The applicant proposes to rezone the parcels (122.8 acres) from R-1 single family to the following:

- 8.86 acres of low density residential
- 80.93 acres of planned development
- 19 acres of high density residential
- 14.01 acres of industrial

All of the roadway segments are projected to operate acceptably with the proposed rezoning except Midway Road from East Torino Parkway to Jenkins Road/Milner Road. Because this road is failing in the existing/background condition, it is the responsibility of the maintaining agency to correct the existing deficiency and it is not a responsibility of the applicant (Chapter 163.3180 (5) F.S.). Therefore, the proposed rezoning meets the transportation requirements of the City's Code.

# APPENDICES

Exhibit 1A. Trip Generation - FLU

Exhibits 1B - 1C. Internal Capture

Exhibit 2A. Trip Generation – 0.2 FAR FLU

Exhibits 2B - 2C. Internal Capture – 0.2 FAR

Exhibit 3. Trip Generation – Rezoning

A. FDOT AADT Data
B. Conceptual Plan
C. City of Fort Pierce Comprehensive Map
D. City of Fort Pierce Future Land Use Element
E. St. Lucie County Transportation Improvement Program (FY 2022/23 – FY 2026/27)
F. St. Lucie County LRTP (2045)
G. FDOT Q/LOS Handbook
H. Institute of Traffic Engineers' (ITE) Report, Trip Generation (11th Edition)
I. Property ID Cards

**EXHIBIT 1A**

**Selvitz Road Ft. Pierce**

**Trip Generation - Future Land Use**

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Attached | 799 | DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 1,469.916 | 1000 SF | 12,027 | 1,689 | 1,486 | 203 | 1,546 | 263 | 1,283 |
| Shopping Center (>150k) | 2,674.584 | 1000 SF | 75,697 | 1,712 | 1,061 | 651 | 6,014 | 2,887 | 3,127 |
| Subtotal | | | 96,464 | 4,200 | 2,731 | 1,469 | 8,279 | 3,589 | 4,690 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 48.5% | 4,242 | 22 | 4 | 18 | 349 | 220 | 129 |
| General Office | 7.6% | 20.9% | 2,513 | 128 | 71 | 57 | 323 | 74 | 249 |
| Shopping Center (>150k) | 7.4% | 10.2% | 7,728 | 126 | 63 | 63 | 614 | 349 | 265 |
| Subtotal | 6.6% | 15.5% | 14,483 | 276 | 138 | 138 | 1,286 | 643 | 643 |
| Pass-By Traffic | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| General Office | 0% | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shopping Center (>150k) | 19% | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| Subtotal | | | 12,914 | 301 | 190 | 111 | 1,026 | 482 | 544 |
| ***NET PROPOSED TRIPS (FOR THE PURPOSES OF SHORT-TERM 5 YEARS)*** | | | ***69,067*** | ***3,623*** | ***2,403*** | ***1,220*** | ***5,967*** | ***2,464*** | ***3,503*** |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **63,029** | **3,213** | **2,276** | **937** | **5,492** | **2,193** | **3,299** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|---|---|---|---|
| | | | | Rate | in/out | Rate | in/out | Equation |
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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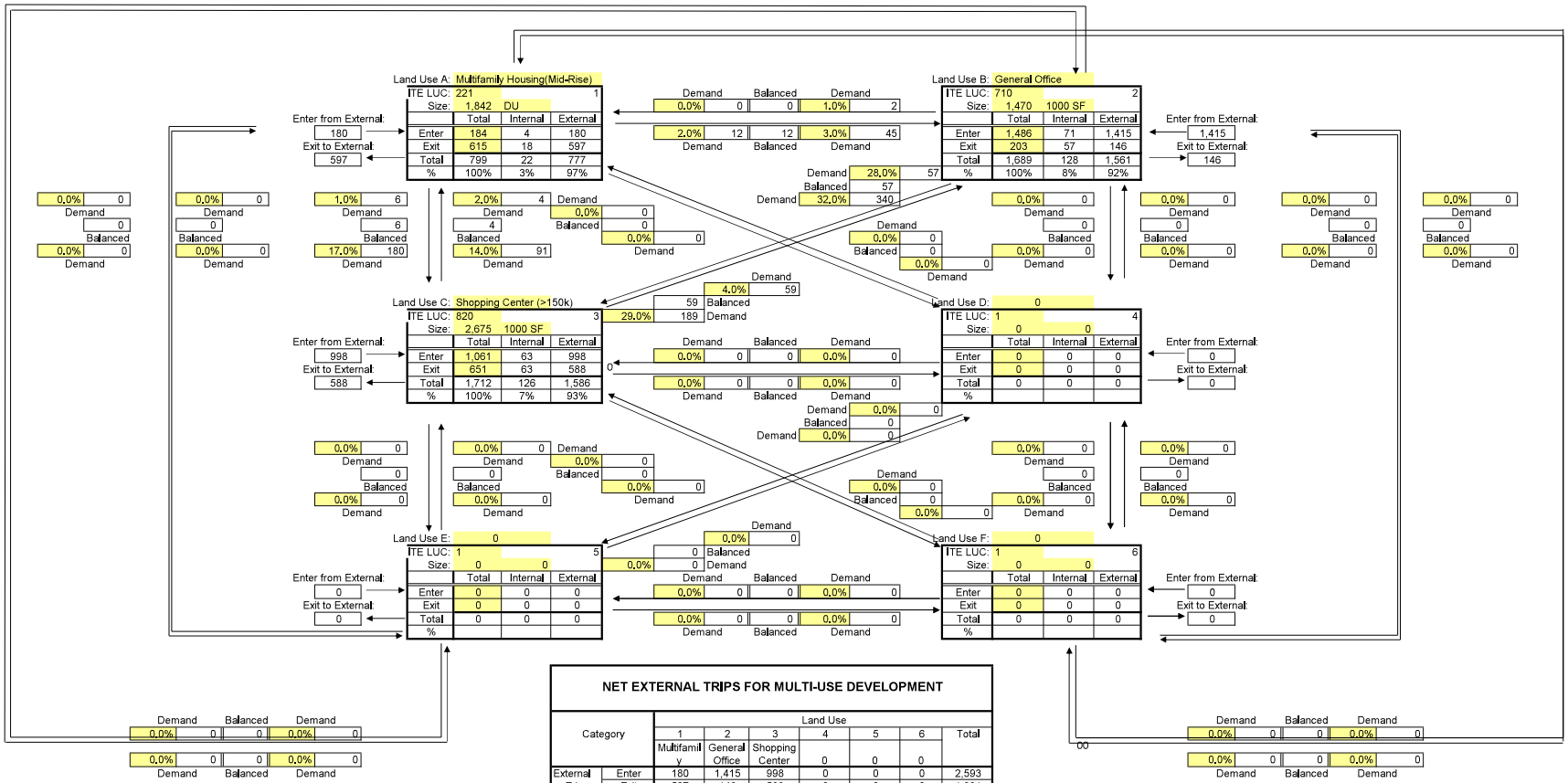
# EXHIBIT 1B

**Analysis Period:** PM____, Midday____, AM __X__. **Project Number:** 023009 **Task Number:**
**Analyst:** MEP **Project Name:** Selvitz Road Ft. Pierce
**Date:** 9/27/2022 **Scenario:** AM Peak Hour




**NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT**

| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 180 | 1,415 | 998 | 0 | 0 | 0 | 2,593 |
| | Exit | 597 | 146 | 588 | 0 | 0 | 0 | 1,331 |
| | Total | 777 | 1,561 | 1,586 | 0 | 0 | 0 | **3,924** |
| Internal Trips | Enter | 4 | 71 | 63 | 0 | 0 | 0 | 138 |
| | Exit | 18 | 57 | 63 | 0 | 0 | 0 | 138 |
| | Total | 22 | 128 | 126 | 0 | 0 | 0 | **276** |
| Single Use Trip Gen Estimate | | 799 | 1,689 | 1,712 | 0 | 0 | 0 | **4,200** |
| | | 2.75% | 7.58% | 7.36% | 0.00% | 0.00% | 0.00% | |

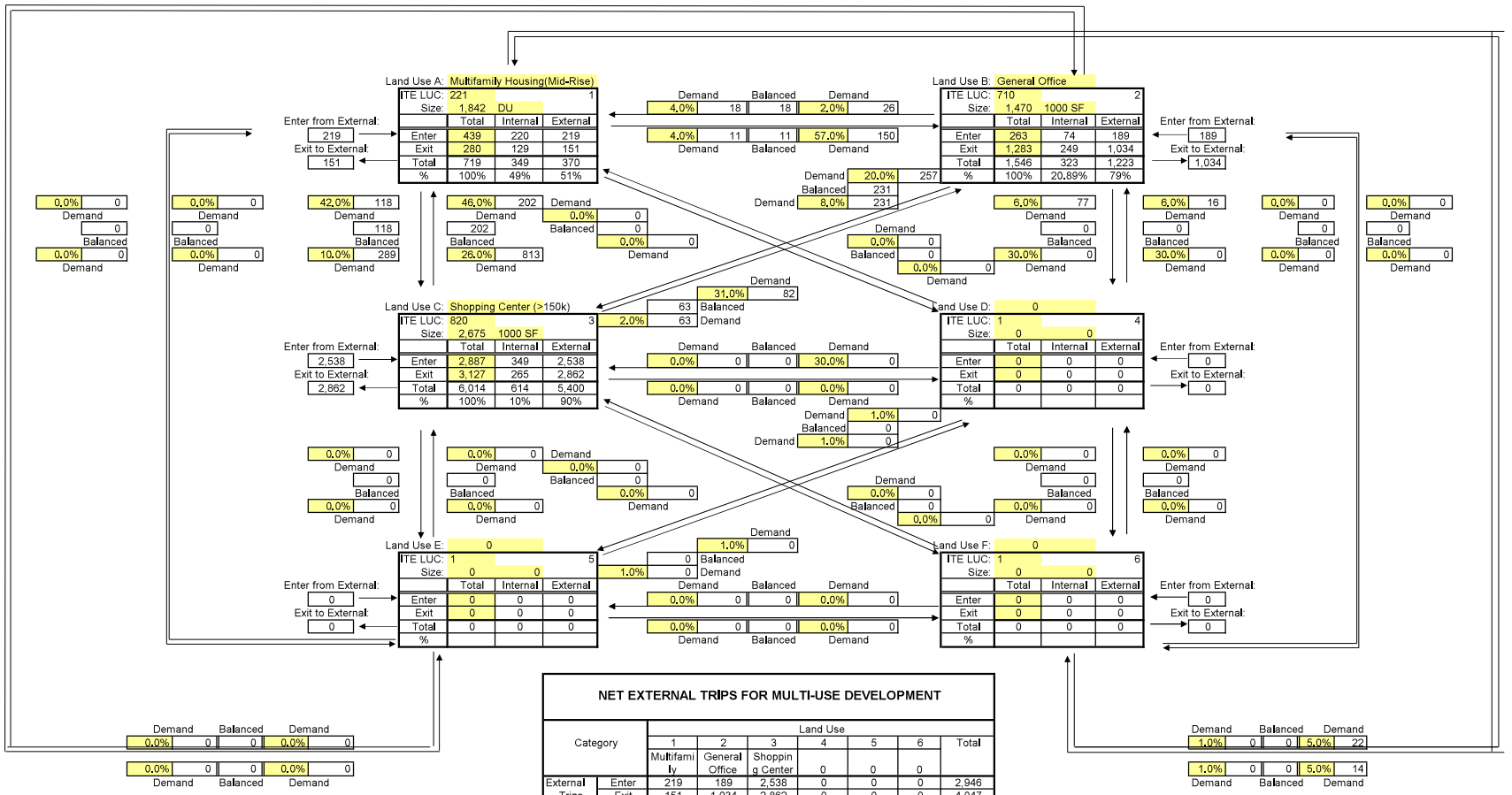
**Internal Capture = 6.57%**

Print Date = 09/27/22
File Name = S:\JOBS - SHARE DRIVE\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 9-23-22\[TRIP GENERATION Selzitz FLU 9-23.xlsx]tgen-Prop Rezoning

# EXHIBIT 1C

**Analysis Period:** PM X , AM ____.
**Analyst:** MEP
**Date:** 9/27/2022

**Project Number:** 023009 **Task Number:**
**Project Name:** Selvitz Road Ft. Pierce
**Scenario:** PM Peak Hour




## NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 219 | 189 | 2,538 | 0 | 0 | 0 | 2,946 |
| | Exit | 151 | 1,034 | 2,862 | 0 | 0 | 0 | 4,047 |
| | Total | 370 | 1,223 | 5,400 | 0 | 0 | 0 | **6,993** |
| Internal Trips | Enter | 220 | 74 | 349 | 0 | 0 | 0 | 643 |
| | Exit | 129 | 249 | 265 | 0 | 0 | 0 | 643 |
| | Total | 349 | 323 | 614 | 0 | 0 | 0 | **1,286** |
| Single Use Trip Gen Estimate | | 719 | 1,546 | 6,014 | 0 | 0 | 0 | **8,279** |

Print Date = ######
File Name = S:\JOBS - SHARE DRIVE\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 9-23-22\[TRIP GENERATION Selzitz FLU 9-23.xlsx]tgen-Prop Rezoning

**EXHIBIT 2A**

**Selvitz Road Ft. Pierce**

**Trip Generation - Future Land Use - 0.2 FAR**

| Land Use | Intensity | | Daily Trips | AM Peak Hour Total | AM Peak Hour In | AM Peak Hour Out | PM Peak Hour Total | PM Peak Hour In | PM Peak Hour Out |
|---|---|---|---|---|---|---|---|---|---|
| **Existing FLU Traffic** | | | | | | | | | |
| Single Family Attached | 799 | DU | 6,038 | 410 | 127 | 283 | 475 | 271 | 204 |
| **Proposed Maximum FLU Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 1,842 | DU | 8,740 | 799 | 184 | 615 | 719 | 439 | 280 |
| General Office | 534.917 | 1000 SF | 4,991 | 708 | 623 | 85 | 668 | 114 | 554 |
| Shopping Center (>150k) | 534.917 | 1000 SF | 19,830 | 449 | 278 | 171 | 1,888 | 906 | 982 |
| Subtotal | | | 33,561 | 1,956 | 1,085 | 871 | 3,275 | 1,459 | 1,816 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.8% | 43.8% | 3,829 | 22 | 4 | 18 | 315 | 213 | 102 |
| General Office | 8.6% | 17.1% | 852 | 61 | 37 | 24 | 114 | 31 | 83 |
| Shopping Center (>150k) | 13.1% | 20.4% | 4,044 | 59 | 30 | 29 | 385 | 163 | 222 |
| Subtotal | 7.3% | 24.9% | 8,725 | 142 | 71 | 71 | 814 | 407 | 407 |
| Pass-By Traffic | | | | | | | | | |
| Shopping Center (>150k) | 19% | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| Subtotal | | | 2,999 | 74 | 47 | 27 | 286 | 141 | 145 |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF 2045 LAND USE CHANGE)** | | | **15,799** | **1,330** | **840** | **490** | **1,700** | **640** | **1,060** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| General Light Industrial | 110 | 1000 SF | T = 3.76(X) + 50.47 | 0% | 88/12 | T = 0.68(X) + 3.81 | 14/86 | Ln(T) =0.72 Ln(X) + 0.38 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| General Office | 710 | 1000 SF | Ln(T) = 0.87 Ln(X) + 3.05 | 0% | 88/12 | Ln(T) = 0.86 Ln(X) + 1.16 | 17/83 | Ln(T) = 0.83 Ln(X) + 1.29 |
| Shopping Center (>150k) | 820 | 1000 SF | T = 26.11(X) + 5863.73 | 19% | 62/38 | T = 0.59(X) + 133.55 | 48/52 | Ln(T) = 0.72 Ln(X) + 3.02 |

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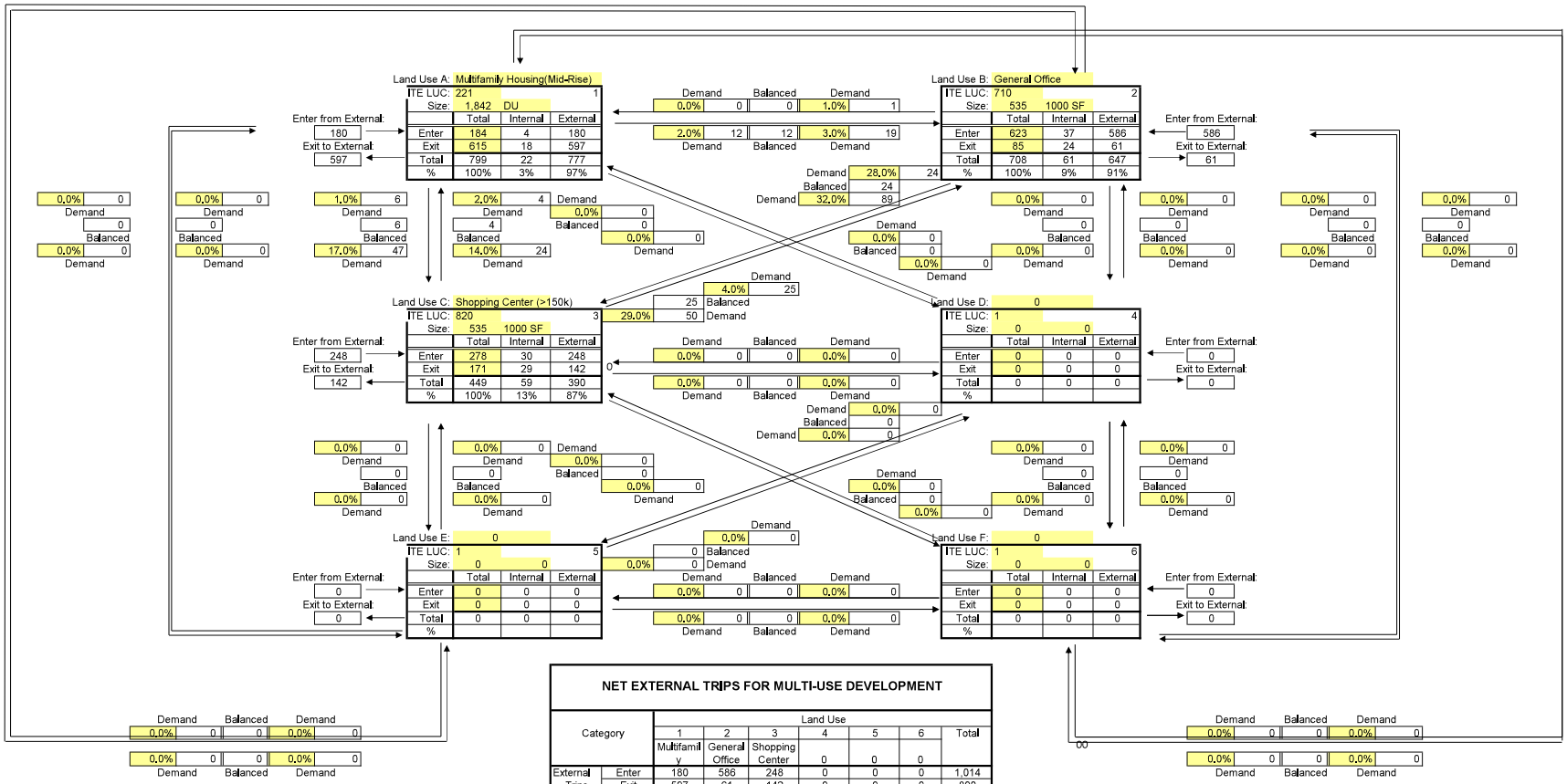
# EXHIBIT 2B

**Analysis Period:** PM____, Midday____, AM __X__. **Project Number:** 023009 **Task Number:** ____
**Analyst:** MEP **Project Name:** Selvitz Road Ft. Pierce
**Date:** 9/27/2022 **Scenario:** AM Peak Hour - 0.2 FAR




## NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

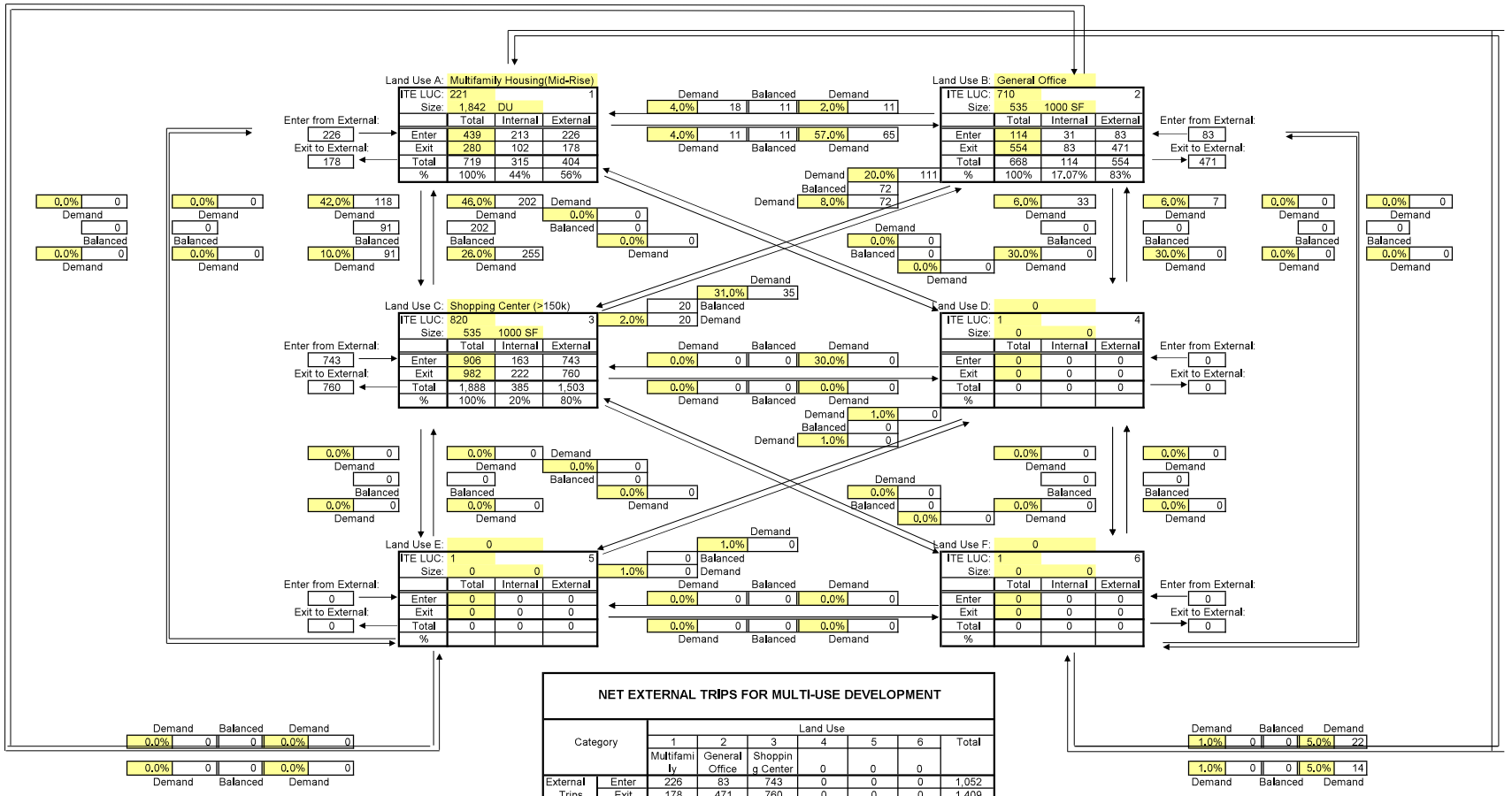
| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 180 | 586 | 248 | 0 | 0 | 0 | 1,014 |
| | Exit | 597 | 61 | 142 | 0 | 0 | 0 | 800 |
| | Total | 777 | 647 | 390 | 0 | 0 | 0 | **1,814** |
| Internal Trips | Enter | 4 | 37 | 30 | 0 | 0 | 0 | 71 |
| | Exit | 18 | 24 | 29 | 0 | 0 | 0 | 71 |
| | Total | 22 | 61 | 59 | 0 | 0 | 0 | **142** |
| Single Use Trip Gen Estimate | | 799 | 708 | 449 | 0 | 0 | 0 | **1,956** |

Print Date = 09/27/22
File Name = S:\JOBS - SHARE DRIVE\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 9-23-22\[TRIP GENERATION Selzitz FLU 9-23.xlsx]tgen-Prop Rezoning

# EXHIBIT 2C

**Analysis Period:** PM_X___, AM ____.
**Analyst:** MEP
**Date:** 9/27/2022

**Project Number:** 023009 **Task Number:**
**Project Name:** Selvitz Road Ft. Pierce
**Scenario:** PM Peak Hour - 0.2 FAR




## NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

| Category | | Land Use 1 Multifamily | 2 General Office | 3 Shopping Center | 4 | 5 | 6 | Total |
|---|---|---|---|---|---|---|---|---|
| External Trips | Enter | 226 | 83 | 743 | 0 | 0 | 0 | 1,052 |
| | Exit | 178 | 471 | 760 | 0 | 0 | 0 | 1,409 |
| | Total | 404 | 554 | 1,503 | 0 | 0 | 0 | **2,461** |
| Internal Trips | Enter | 213 | 31 | 163 | 0 | 0 | 0 | 407 |
| | Exit | 102 | 83 | 222 | 0 | 0 | 0 | 407 |
| | Total | 315 | 114 | 385 | 0 | 0 | 0 | **814** |
| Single Use Trip Gen Estimate | | 719 | 668 | 1,888 | 0 | 0 | 0 | **3,275** |

Print Date = ######
File Name = S:\JOBS - SHARE DRIVE\023 - Cotleur & Hearing\009 - Selvitz FLU\FLU & Rezoning\Revised 9-23-22\[TRIP GENERATION Selzitz FLU 9-23.xlsx]tgen-Prop Rezoning

**EXHIBIT 3**

**Selvitz Road Ft. Pierce**

**Trip Generation - Rezoning**

| Land Use | Intensity | | Daily | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Trips | Total | In | Out | Total | In | Out |
| **Proposed Maximum Zoning Traffic** | | | | | | | | | |
| Multifamily Housing(Mid-Rise) | 342 | DU | 1,585 | 139 | 32 | 107 | 134 | 82 | 52 |
| Warehouse | 915.413 | 1000 SF | 1,485 | 133 | 105 | 28 | 136 | 34 | 102 |
| Single Family Detached | 35 | DU | 384 | 29 | 8 | 21 | 37 | 23 | 14 |
| Single Family Attached | 405 | DU | 3,036 | 205 | 64 | 141 | 239 | 136 | 103 |
| Subtotal | | | 6,490 | 506 | 209 | 297 | 546 | 275 | 271 |
| Internal Capture | AM | PM/ DAILY | | | | | | | |
| Multifamily Housing(Mid-Rise) | 2.2% | 3.7% | 59 | 3 | 1 | 2 | 5 | 4 | 1 |
| Warehouse | 3.8% | 2.2% | 33 | 5 | 4 | 1 | 3 | 1 | 2 |
| Single Family Detached | 3.4% | 2.7% | 10 | 1 | 0 | 1 | 1 | 0 | 1 |
| Single Family Attached | 0.5% | 0.4% | 13 | 1 | 0 | 1 | 1 | 0 | 1 |
| Subtotal | 2.0% | 1.8% | 115 | 10 | 5 | 5 | 10 | 5 | 5 |
| ***NET PROPOSED REZONING TRIPS*** | | | ***6,375*** | ***496*** | ***204*** | ***292*** | ***536*** | ***270*** | ***266*** |

Note: Trip generation was calculated using the following data:

| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| Warehouse | 150 | 1000 SF | T = 1.58 (X) + 38.29 | 0% | 79/21 | T = 0.12 (X) + 23.62 | 25/75 | T = 0.12 (X) + 26.48 |
| Multifamily Housing(Mid-Rise) | 221 | DU | T = 4.77 (X) + -46.46 | 0% | 23/77 | T = 0.44 (X) - 11.61 | 61/39 | T = 0.39(X) + 0.34 |
| Single Family Detached | 210 | DU | Ln(T) = 0.92 Ln(X) + 2.68 | 0% | 26/74 | Ln(T) = 0.91 Ln(X) + 0.12 | 63/37 | Ln(T) = 0.94 Ln(X) + 0.27 |
| Single Family Attached | 215 | DU | T = 7.62 (X) -50.48 | 0% | 31/69 | T = 0.52 (X) - 5.70 | 57/43 | T = 0.60 (X) - 3.93 |

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# APPENDIX A.

# AADT

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8549 - S 25TH ST (CR 615) - N OF DADE RD (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 15700 C | N 7600 | S 8100 | 9.00 | 50.90 | 18.10 |
| 2020 | 16800 S | N 8300 | S 8500 | 9.00 | 51.30 | 5.20 |
| 2019 | 17600 F | N 8700 | S 8900 | 9.00 | 51.00 | 5.20 |
| 2018 | 17800 C | N 8800 | S 9000 | 9.00 | 51.30 | 5.20 |
| 2017 | 18200 S | N 8900 | S 9300 | 9.00 | 50.90 | 10.00 |
| 2016 | 17800 F | N 8700 | S 9100 | 9.00 | 50.90 | 10.00 |
| 2015 | 17600 C | N 8600 | S 9000 | 9.00 | 51.00 | 10.00 |
| 2014 | 16300 C | N 8000 | S 8300 | 9.00 | 50.80 | 3.60 |
| 2013 | 14100 C | N 7300 | S 6800 | 9.00 | 50.80 | 3.60 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8539 - MIDWAY RD FROM SELVITZ RD TO WEST VIRGINIA DR (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 24000 C | E 11000 | W 13000 | 9.00 | 50.90 | 10.50 |
| 2020 | 15500 S | E 7800 | W 7700 | 9.00 | 51.30 | 10.80 |
| 2019 | 16200 F | E 8200 | W 8000 | 9.00 | 51.00 | 10.80 |
| 2018 | 16400 C | E 8300 | W 8100 | 9.00 | 51.30 | 10.80 |
| 2017 | 12900 S | E 6300 | W 6600 | 9.00 | 50.90 | 8.90 |
| 2016 | 12700 F | E 6200 | W 6500 | 9.00 | 50.90 | 8.90 |
| 2015 | 12500 C | E 6100 | W 6400 | 9.00 | 51.00 | 8.90 |
| 2014 | 14400 F | E 7100 | W 7300 | 9.00 | 50.80 | 4.40 |
| 2013 | 14400 C | E 7100 | W 7300 | 9.00 | 50.80 | 4.40 |
| 2012 | 14200 C | E 7100 | W 7100 | 9.00 | 56.80 | 4.40 |
| 2011 | 12100 T | 0 | 0 | 9.00 | 57.20 | 7.60 |
| 2010 | 12100 S | E 6200 | W 5900 | 10.32 | 55.40 | 12.10 |
| 2009 | 12100 F | E 6200 | W 5900 | 10.27 | 57.35 | 12.10 |
| 2008 | 12300 C | E 6300 | W 6000 | 10.45 | 58.06 | 12.10 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
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FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8538 - MIDWAY RD FROM GLADE RD TO FLORIDA TURNPIKE (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 18700 C | E 9900 | W 8800 | 9.00 | 50.90 | 17.20 |
| 2020 | 15900 S | E 8200 | W 7700 | 9.00 | 51.30 | 10.90 |
| 2019 | 16600 F | E 8600 | W 8000 | 9.00 | 51.00 | 10.90 |
| 2018 | 16800 C | E 8700 | W 8100 | 9.00 | 51.30 | 10.90 |
| 2017 | 16000 S | E 8200 | W 7800 | 9.00 | 50.90 | 19.50 |
| 2016 | 15800 F | E 8100 | W 7700 | 9.00 | 50.90 | 19.50 |
| 2015 | 15600 C | E 8000 | W 7600 | 9.00 | 56.30 | 19.50 |
| 2014 | 15900 F | E 7900 | W 8000 | 9.00 | 54.70 | 7.60 |
| 2013 | 15700 C | E 7800 | W 7900 | 9.00 | 57.20 | 7.60 |
| 2012 | 16200 C | E 8100 | W 8100 | 9.00 | 57.00 | 7.60 |
| 2011 | 13000 T | 0 | 0 | 9.00 | 56.50 | 7.60 |
| 2010 | 13000 S | E 6600 | W 6400 | 11.51 | 57.07 | 13.50 |
| 2009 | 13600 F | E 6900 | W 6700 | 11.11 | 58.68 | 13.50 |
| 2008 | 14100 C | E 7200 | W 6900 | 11.51 | 54.38 | 13.50 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8520 - SELVITZ RD FROM PEACHTREE BLVD TO MIDWAY RD (HPMS)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 8800 F | N 4400 | S 4400 | 9.00 | 50.90 | 9.20 |
| 2020 | 9000 C | N 4500 | S 4500 | 9.00 | 51.30 | 9.20 |
| 2019 | 7600 S | N 3800 | S 3800 | 9.00 | 51.00 | 9.20 |
| 2018 | 7600 F | N 3800 | S 3800 | 9.00 | 51.30 | 9.20 |
| 2017 | 7600 C | N 3800 | S 3800 | 9.00 | 50.90 | 9.20 |
| 2016 | 7300 S | N 3600 | S 3700 | 9.00 | 50.90 | 4.90 |
| 2015 | 7300 F | N 3600 | S 3700 | 9.00 | 51.00 | 4.90 |
| 2014 | 7300 C | N 3600 | S 3700 | 9.00 | 50.80 | 4.90 |
| 2013 | 6700 C | N 3400 | S 3300 | 9.00 | 50.80 | 4.40 |
| 2012 | 6900 C | N 3400 | S 3500 | 9.00 | 56.80 | 4.40 |
| 2011 | 7600 T | 0 | 0 | 9.00 | 57.20 | 3.10 |
| 2010 | 7600 S | N 3800 | S 3800 | 10.32 | 55.40 | 7.30 |
| 2009 | 7600 F | N 3800 | S 3800 | 10.27 | 57.35 | 7.30 |
| 2008 | 7600 C | N 3800 | S 3800 | 10.45 | 58.06 | 7.30 |
| 2007 | 8100 C | N 3900 | S 4200 | 10.31 | 58.74 | 7.80 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7055 - CR 615/25TH STREET SOUTH/ST. JAMES DR - S. OF MIDWAY RD WEST (COUNTY 172)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 15200 T | N 7600 | S 7600 | 9.00 | 50.90 | 7.20 |
| 2020 | 15400 S | N 7700 | S 7700 | 9.00 | 51.30 | 31.50 |
| 2019 | 16100 F | N 8000 | S 8100 | 9.00 | 51.00 | 7.80 |
| 2018 | 16300 C | N 8100 | S 8200 | 9.00 | 51.30 | 5.80 |
| 2017 | 17200 E | N 8500 | S 8700 | 9.00 | 50.90 | 10.00 |
| 2016 | 16000 R | N 7900 | S 8100 | 9.00 | 50.90 | 6.20 |
| 2015 | 15800 T | N 7800 | S 8000 | 9.00 | 51.00 | 41.80 |
| 2014 | 15800 S | N 7800 | S 8000 | 9.00 | 50.80 | 49.50 |
| 2013 | 15800 F | N 7800 | S 8000 | 9.00 | 50.80 | 11.90 |
| 2012 | 15800 C | N 7800 | S 8000 | 9.00 | 56.80 | 7.10 |
| 2011 | 17000 F | N 8400 | S 8600 | 9.00 | 57.20 | 7.60 |
| 2010 | 17000 C | N 8400 | S 8600 | 10.32 | 55.40 | 4.90 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7011 - ON GLADES CUT-OFF RD - W. OF SELVITZ RD (COUNTY 113)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 5400 S | E 2700 | W 2700 | 9.00 | 50.90 | 7.20 |
| 2020 | 5400 F | E 2700 | W 2700 | 9.00 | 51.30 | 31.50 |
| 2019 | 5600 C | E 2800 | W 2800 | 9.00 | 51.00 | 7.80 |
| 2018 | 4800 V | E 2400 | W 2400 | 9.00 | 51.30 | 5.80 |
| 2017 | 4800 R | E 2400 | W 2400 | 9.00 | 50.90 | 10.00 |
| 2016 | 4800 T | E 2400 | W 2400 | 9.00 | 50.90 | 6.20 |
| 2015 | 4800 S | E 2400 | W 2400 | 9.00 | 51.00 | 41.80 |
| 2014 | 4800 F | E 2400 | W 2400 | 9.00 | 50.80 | 49.50 |
| 2013 | 4800 C | E 2400 | W 2400 | 9.00 | 50.80 | 11.90 |
| 2012 | 3800 S | E 1900 | W 1900 | 9.00 | 56.80 | 19.20 |
| 2011 | 3800 F | E 1900 | W 1900 | 9.00 | 57.20 | 19.20 |
| 2010 | 3800 C | E 1900 | W 1900 | 10.32 | 55.40 | 19.20 |
| 2009 | 3700 C | E 1800 | W 1900 | 10.27 | 57.35 | 17.00 |
| 2008 | 5300 C | E 2600 | W 2700 | 10.45 | 58.06 | 20.20 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

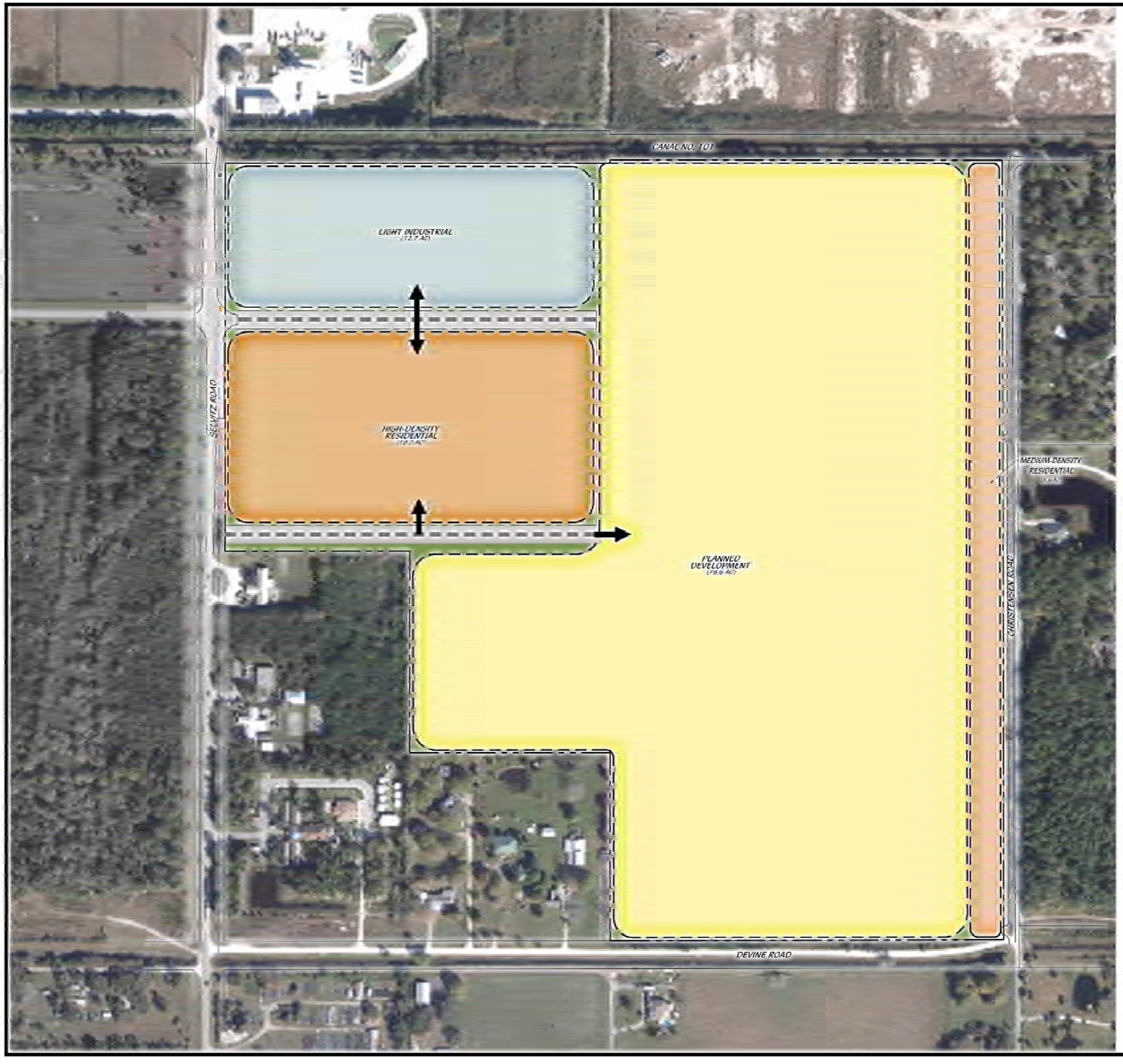
COUNTY: 94 - ST.LUCIE

SITE: 0016 - CR 615/25 ST S - N OF CR 712/MIDWAY RD (COUNTY 171 AND 16)

| YEAR | AADT | DIRECTION 1 | DIRECTION 2 | *K FACTOR | D FACTOR | T FACTOR |
|---|---|---|---|---|---|---|
| 2021 | 18000 V | N 8600 | S 9400 | 9.00 | 50.90 | 7.20 |
| 2020 | 18200 R | N 8700 | S 9500 | 9.00 | 51.30 | 31.50 |
| 2019 | 19000 T | N 9100 | S 9900 | 9.00 | 51.00 | 7.80 |
| 2018 | 19200 S | N 9200 | S 10000 | 9.00 | 51.30 | 5.80 |
| 2017 | 19100 F | N 9100 | S 10000 | 9.00 | 50.90 | 10.00 |
| 2016 | 18900 C | N 8900 | S 10000 | 9.00 | 50.90 | 6.20 |
| 2015 | 15900 V | N 7800 | S 8100 | 9.00 | 51.00 | 4.90 |
| 2014 | 15900 R | N 7800 | S 8100 | 9.00 | 50.80 | 5.90 |
| 2013 | 15900 T | N 7800 | S 8100 | 9.00 | 50.80 | 8.50 |
| 2012 | 15900 S | N 7800 | S 8100 | 9.00 | 56.80 | 4.20 |
| 2011 | 16100 F | N 7900 | S 8200 | 9.00 | 57.20 | 6.20 |
| 2010 | 16100 C | N 7900 | S 8200 | 10.32 | 55.40 | 6.20 |
| 2009 | 15400 C | N 7800 | S 7600 | 10.27 | 57.35 | 6.20 |
| 2007 | 12600 C | N 6100 | S 6500 | 10.31 | 58.74 | 5.20 |
| 2006 | 13300 C | N 6500 | S 6800 | 10.73 | 65.89 | 7.70 |

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

# APPENDIX B.




**LAND USE: MXD (MIXED USE)**

**REZONING:**

- LI (LIGHT INDUSTRIAL)
- R-5 (HIGH DENSITY RESIDENTIAL)
- R-4 (MEDIUM DENSITY RESIDENTIAL)
- PD (PLANNED DEVELOPMENT)

**ZONING KEY**

- LIGHT INDUSTRIAL (LI)- 12.7 AC
- HIGH DENSITY RESIDENTIAL (R-5)- 18 AC
- MEDIUM DENSITY RESIDENTIAL (R-4)- 5.8 AC
- PLANNED DEVELOPMENT (PD)- 78.6 AC

*CONCEPTUAL PLAN*

0' 75' 150' 300' 450' 600'

Scale: 1" = 150'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

**SELVITZ ROAD**

Ft. Pierce, Florida

DESIGNED LAH
DRAWN LAH
DATE 04-21-22
REVISIONS

SHEET 1 OF 1

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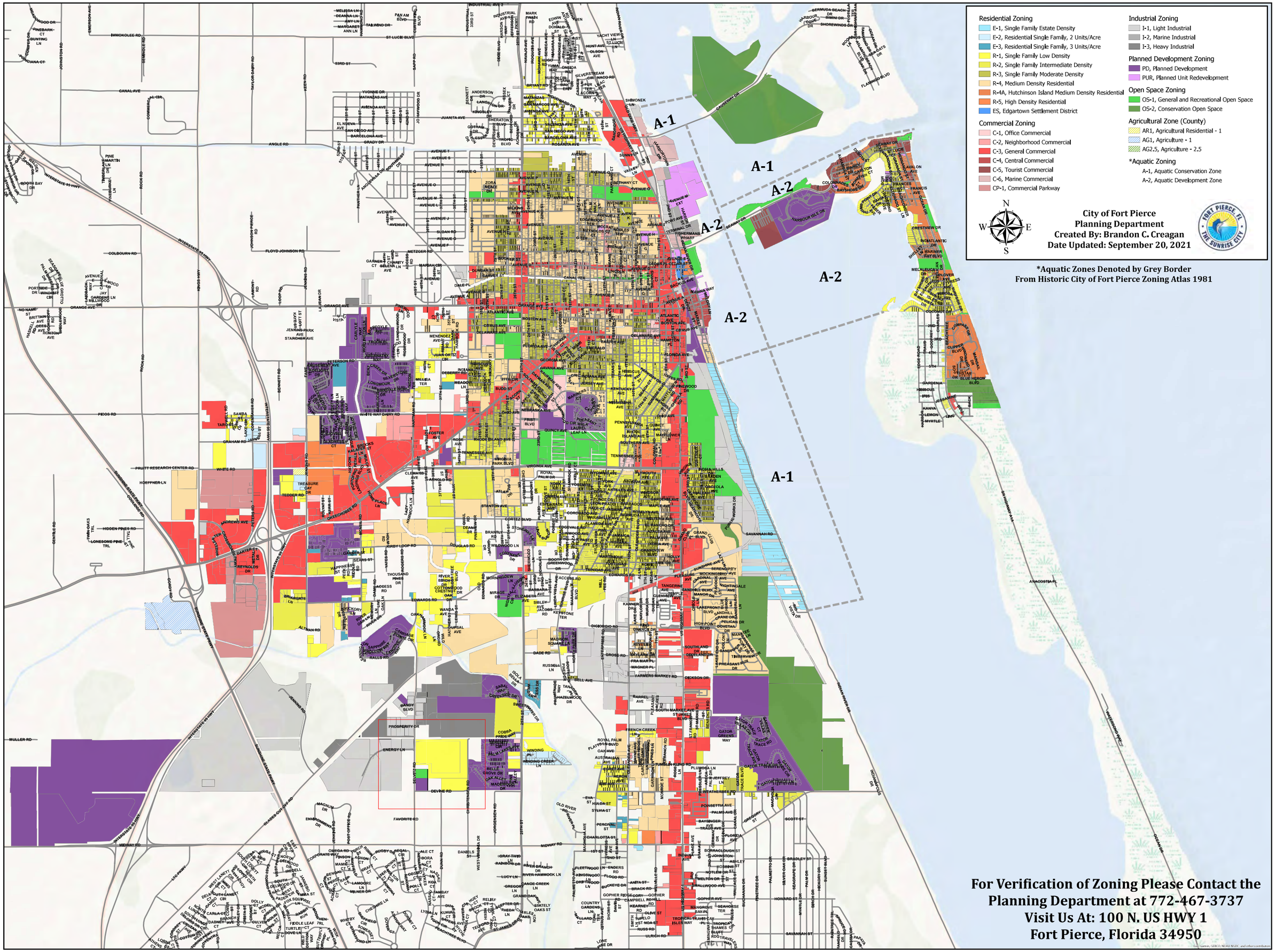
These drawings are the property of the architect and are not to be used for extensions or for other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.


Residential Zoning
E-1, Single Family Estate Density
E-2, Residential Single Family, 2 Units/Acre
E-3, Residential Single Family, 3 Units/Acre
R-1, Single Family Low Density
R-2, Single Family Intermediate Density
R-3, Single Family Moderate Density
R-4, Medium Density Residential
R-4A, Hutchinson Island Medium Density Residential
R-5, High Density Residential
ES, Edgartown Settlement District
Commercial Zoning
C-1, Office Commercial
C-2, Neighborhood Commercial
C-3, General Commercial
C-4, Central Commercial
C-5, Tourist Commercial
C-6, Marine Commercial
CP-1, Commercial Parkway
Industrial Zoning
I-1, Light Industrial
I-2, Marine Industrial
I-3, Heavy Industrial
Planned Development Zoning
PD, Planned Development
PUR, Planned Unit Redevelopment
Open Space Zoning
OS-1, General and Recreational Open Space
OS-2, Conservation Open Space
Agricultural Zone (County)
AR1, Agricultural Residential - 1
AG1, Agriculture - 1
AG2.5, Agriculture - 2.5
*Aquatic Zoning
A-1, Aquatic Conservation Zone
A-2, Aquatic Development Zone
N
W
E
S
City of Fort Pierce
Planning Department
Created By: Brandon C. Creagan
Date Updated: September 20, 2021
FORT PIERCE, FL
THE SUNRISE CITY
*Aquatic Zones Denoted by Grey Border
From Historic City of Fort Pierce Zoning Atlas 1981
A-1
A-2
A-2
A-2
A-1
For Verification of Zoning Please Contact the
Planning Department at 772-467-3737
Visit Us At: 100 N. US HWY 1
Fort Pierce, Florida 34950

APPENDIX D.

**GOP Table 1-1: Future Land Use Density/Intensity Summary Table**

| *Land Use Category* | ***Residential Density (dwelling units per gross acre)**** *(Also refer density bonus outlined in Policy 1.1.5)** | ***Non-Residential Floor Area Ratio (FAR)**** | *Land Use Breakdown* |
|---|---|---|---|
| ***RESIDENTIAL*** | | | |
| **Low Density Residential (RL)** | 1-6.5 du/ac | - | |
| **Hutchinson Island Residential (HIR)** | 8 du/ac | - | |
| **Medium Density Residential (RM)** | 6.5-12 du/ac | - | |
| **High Density Residential (RH)** | 12-18 du/ac | - | |
| ***COMMERCIAL*** | | | |
| **Boundary Commercial (BC)** | N/A | 1.0 | N/A |
| **Neighborhood Commercial (NC)** | 10du/ac | 0.5 | Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation. |
| **General Commercial (GC)** | 15 du/ac | 1.0 | Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation. |

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

| *Land Use Category* | ***Residential Density (dwelling units per gross acre)**** *(Also refer density bonus outlined in Policy 1.1.5)** | ***Non-Residential Floor Area Ratio (FAR)**** | *Land Use Breakdown* |
|---|---|---|---|
| **Offices - Professional and Business Services (OP)** | 10-18 du/ac | 1.0 | Residential uses may comprise up to 20% of the total floor area of the OP future land use designation. |
| ***PUBLIC/INSTITUTIONAL*** | | | |
| **Institutional (INST)** | N/A | 1.0 | N/A |
| ***INDUSTRIAL*** | | | |
| **Boundary Industrial (BI)** | N/A | 1.5 | N/A |
| **Industrial (I)** | N/A | 1.5 | N/A |
| **Heavy Industrial (HI)** | N/A | 2.0 | N/A |
| ***CONSERVATION/OPEN SPACE*** | | | |
| **Conservation and Open Space (COS)** | N/A | 0.25 | N/A |

* - Density bonus provisions are outlined in Policy 1.1.5 of the City's Future Land Use Element.

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

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

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

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

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

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

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

## A.2 PROJECT INDEX AND TIP/RLRTP CROSS REFERENCE

| PROJECT NAME | PROJECT LIMITS FROM | PROJECT LIMITS TO | DESCRIPTION | PROJECT NUMBER | LRTP Page | TIP Page | TIP MAP Page |
|---|---|---|---|---|---|---|---|
| A1A BIG MUD CREEK AND BLIND CREEK BRIDGES | BIG MUD CREEK BRIDGE | BLIND CREEK BRIDGE | BRIDGE REPLACEMENT | 4491791 | 3-9 | C 6-2 | A-5 |
| A1A NORTH CAUSEWAY BRIDGE | ENTIRE BRIDGE | ENTIRE BRIDGE | BRIDGE REPLACEMENT | 4299362 | 8-3 | C 6-3 | A-4 |
| A1A SUNTRAIL | FT PIERCE INLET STATE PARK | SLC/INDIAN RIVER COUNTY LINE | BIKE PATH/TRAIL | 4435061 | 8-2 | C 1-2 | A-4 |
| BELL AVENUE | SOUTH 25TH ST | SUNRISE BLVD | BIKE LANE/SIDEWALK | 4460761 | 8-2 | C 1-3 | A-4 |
| EMERSON AVE | INDRIO RD | 25TH ST | RESURFACING | 4476511 | 3-9 | C 1-4 | A-4 |
| FEC OVERPASS | SAVANNAS RECREATION AREA | SOUTH OF SAVANNAH RD. | BIKE PATH/TRAIL | 4400321 | 8-2 | C 1-5 | A-4 |
| GATLIN BLVD | WEST OF I-95 | PORT ST LUCIE BLVD | TRAFFIC CONTROL DEVICES/SYSTEM | 4447071 | 8-3 | C 1-6 | A-5 |
| HISTORIC HIGHWAYMAN TRAIL GAP | INDIAN HILLS DR | GEORGIA AVE | BIKE PATH/TRAIL | 4400342 | 8-11 | C 1-7 | A-4 |
| I-95 @ GATLIN BLVD | OFF-RAMPS | OFF-RAMPS | INTERCHANGE - ADD LANES | 4397611 | 8-3 | C 1-8 | A-5 |
| I-95 @ ORANGE AVE | NB EXIT RAMP TO WB ORANGE AVE | NB EXIT RAMP TO WB ORANGE AVE | SKID HAZARD OVERLAY | 4492811 | 3-9 | C 1-10 | A-4 |
| I-95 @ ST. LUCIE WEST BLVD | INTERCHANGE | INTERCHANGE | INTERCHANGE - ADD LANES | 4353371 | 8-2 | C 1-12 | A-5 |
| I-95 FROM GATLIN BLVD TO ST. LUCIE WEST BLVD | GATLIN BLVD | ST. LUCIE WEST BLVD | SKID HAZARD OVERLAY | 4438471 | 3-9 | C 1-13 | A-5 |
| I-95 FROM GLADES CUT-OFF RD TO FL TPK | N OF GLADES CUT-OFF RD | N OF FLORIDA TURNPIKE | RESURFACING | 4491631 | 3-9 | C 1-14 | A-4 |
| I-95 FROM SLC/MARTIN TO SR-70 | SLC/MARTIN COUNTY LINE | SR-70/OKEECHOBEE RD | PD&E/EMO STUDY | 4226816 | 8-3 | C 1-15 | A-4, 5 |
| I-95 ST. LUCIE SOUTHBOUND REST AREA | REST AREA | REST AREA | REST AREA | 4499611 | 3-9 | C 1-16 | A-4 |
| INTERSECTION LIGHTING RETROFIT IMPROVEMENT | VARIOUS LOCATIONS | VARIOUS LOCATIONS | LIGHTING | 4470031 | 8-3 | C 1-17 | A-4 |
| JENKINS RD | GLADES CUT OFF RD | ORANGE AVENUE | PD&E/EMO STUDY | 4463311 | 8-3 | C 1-18 | A-4 |
| KESTOR DR | DARWIN BOULEVARD | BECKER RD | SIDEWALK | 4489981 | 8-11 | C 1-19 | A-5 |
| KINGS HWY | 400 feet S OF OKEECHOBEE RD | NORTH OF PICOS RD | ADD LANES & RECONSTRUCT | 2302566 | 8-2 | C 1-20 | A-4 |
| KINGS HWY | NORTH OF COMMERCIAL CIR | ST LUCIE BLVD | ADD LANES & RECONSTRUCT | 4383792 | 8-2 | C 1-21 | A-4 |
| KINGS HWY | N OF I-95 OVERPASS | N OF COMMERCIAL CIR | ADD LANES & RECONSTRUCT | 4383791 | 8-2 | C 1-22 | A-4 |
| KINGS HWY | NORTH OF PICOS RD | NORTH OF I-95 OVERPASS | ADD LANES & RECONSTRUCT | 2302567 | 8-2 | C 1-23 | A-4 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| KINGS HWY | N OF I-95 OVERPASS | SOUTH OF ANGLE | ADD LANES & RECONSTRUCT | 4383794 | 8-2 | C 1-26 | A-4 |
| MIDWAY RD | GLADES CUT OFF RD | SELVITZ ROAD | ADD LANES & RECONSTRUCT | 2314403 | 8-2 | C 1-27 | A-4, 5 |
| MIDWAY RD | JENKINS RD | SELVITZ RD | ADD LANES & RECONSTRUCT | 2314405 | 8-11 | C 1-28 | A-4, 5 |
| OKEECHOBEE RD | IDEAL HOLDING RD | ROCK RD | RESURFACING | 4476531 | 3-9 | C 1-29 | A-4 |
| OLEANDER AVE | SOUTH MARKET AVE | EDWARDS RD | SIDEWALK | 4480661 | 8-11 | C 1-30 | A-4 |
| ORANGE AVE | KINGS HWY | E OF I-95 SB RAMP | INTERCHANGE - ADD LANES | 4461681 | 8-3 | C 1-31 | A-4 |
| ORANGE AVE | KINGS HWY | US-1 | ATMS - ARTERIAL TRAFFIC MGMT | 4496961 | 8-11 | C 1-32 | A-4 |
| ORANGE AVE | NORTH 32ND ST | US-1 | RESURFACING | 4461691 | 3-9 | C 1-33 | A-4 |
| OUTFALL FOR VIRGINIA AVE | OLEANDER BLVD | INDIAN HILLS DR | DRAINAGE IMPROVEMENTS | 4417151 | 3-9 | C 1-34 | A-4 |
| PORT ST. LUCIE BLVD | BECKER RD | PAAR DRIVE | ADD LANES & RECONSTRUCT | 4317523 | 8-2 | C 1-35 | A-5 |
| PORT ST. LUCIE BLVD | PAAR DRIVE | DARWIN BLVD | ADD LANES & RECONSTRUCT | 4317522 | 8-2 | C 1-36 | A-5 |
| PORT ST. LUCIE BLVD | SOUTH OF PAAR DR | SOUTH OF ALCANTARRA BLVD | ADD LANES & RECONSTRUCT | 4317525 | 8-2 | C 1-37 | A-5 |
| PORT ST. LUCIE BLVD | SHELTER DR | US-1 | RESURFACING | 4463761 | 3-9 | C 1-38 | A-5 |
| PRIMA VISTA BLVD TSM&O | AIROSO BLVD | NARANJA AVE | ITS COMMUNICATION SYSTEM | 4481341 | 8-11 | C 1-39 | A-5 |
| S 25TH ST | N OF EDWARDS RD | N OF VIRGINIA AVE | RESURFACING | 4461701 | 3-9 | C 1-40 | A-4 |
| SAVANNAS PRESERVE STATE PARK GAP | LENNARD RD | SAVANNAS RECREATION AREA | BIKE PATH/TRAIL | 4399993 | 8-3 | C 1-41 | A-4, 5 |
| SAVANNAS PRESERVE STATE PARK GAP | WALTON RD | LENNARD RD | BIKE PATH/TRAIL | 4399992 | 8-2 | C 1-42 | A-5 |
| SELVITZ RD | NW FLORESTA DRIVE | NW BAYSHORE BLVD | BIKE LANE/SIDEWALK | 4460741 | 8-2 | C 1-43 | A-5 |
| ST. LUCIE BLVD | EAST OF N 25 ST | WEST OF US-1 | RESURFACING | 4484491 | 3-9 | C 1-44 | A-4 |
| ST. LUCIE COUNTY PORT OF FT. PIERCE | PORT OF FT. PIERCE | PORT OF FT. PIERCE | SEAPORT REVENUE/OPERAT PROJECT | 4150862 | 3-9 | C 8-2 | A-4 |
| TURNPIKE RESURFACING | MP 169.3 | MP 173 | RESURFACING | 4444021 | 3-9 | C 7-5 | A-4 |
| US HIGHWAY 1 | EDWARDS RD | TENNESSEE AVE | DRAINAGE IMPROVEMENTS | 4417141 | 3-9 | C 1-45 | A-4 |
| US HIGHWAY 1 | MARTIN/ST. LUCIE COUNTY LINE | PORT ST. LUCIE BLVD | RESURFACING | 4476521 | 3-9 | C 1-46 | A-5 |
| US HIGHWAY 1 | NORTH OF VIRGINIA AVE | SUNNY LANE | RESURFACING | 4461091 | 3-9 | C 1-47 | A-4 |
| US HIGHWAY 1 | SOUTH OF JUANITA AVE | NORTH OF KINGS HWY | RESURFACING | 4484501 | 3-9 | C 1-48 | A-4 |
| WALTON RD | 800 FEET EAST OF LENNARD RD | GREEN RIVER PKWY | SIDEWALK | 4483081 | 8-11 | C 1-49 | A-5 |

**ROADS IMPACT FEES - FUND 310006**
CAPITAL IMPROVEMENT PLAN

***REVENUES:***

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 |
|---|---|---|---|---|---|
| Available Major Project Reserves | $ 37,605,174 | $ 18,347,272 | $ 7,686,786 | $ 1,513,650 | $ 2,159,167 |
| Residential Impact Fees | $ 8,413,791 | $ 8,126,589 | $ 7,690,100 | $ 7,459,529 | $ 7,459,529 |
| Commercial Impact Fees | $ 934,866 | $ 902,954 | $ 854,456 | $ 828,837 | $ 828,837 |
| Reimbursement | $ - | $ - | $ 5,000,000 | $ 5,000,000 | $ 5,000,000 |
| Interest | $ 564,078 | $ 275,209 | $ 115,302 | $ 22,705 | $ 32,387 |
| Less 5 Percent | $ (495,637) | $ (465,238) | $ (682,993) | $ (665,553) | $ (666,038) |
| | | | | | |
| **Total Budgeted Revenues** | **$ 47,022,272** | **$ 27,186,786** | **$ 20,663,650** | **$ 14,159,167** | **$ 14,813,881** |

***EXPENDITURES:***

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FUTURE ANTICIPATED NEEDS |
|---|---|---|---|---|---|---|
| Glades Cut Off Rd Improvements | $ - | $ - | $ - | $ - | $ - | $ 81,100,000 |
| Jenkins Road Phase 1 (from Midway to Glades Cut Off Rd) | $ - | $ 12,000,000 | $ - | $ - | $ - | $ - |
| Jenkins Road Phase 2 (from Glades Cut Off Rd to Orange Ave) | $ 375,000 | $ 1,000,000 | $ - | $ - | $ - | $ 69,000,000 |
| Jenkins Road Phase 3 (from Orange Ave to St Lucie Blvd) | $ - | $ - | $ - | $ - | $ - | $ 49,000,000 |
| Midway Rd Widening Phase 1 (Jenkins Rd to Selvitz Rd) | $ 28,000,000 | $ - | $ - | $ - | $ - | $ - |
| Midway Rd (Glades Cut Off to Jenkins) Includes Tpk Interchange | $ - | $ - | $ - | $ - | $ - | $ 75,250,000 |
| Selvitz Road Improvements (Glades Cut Off Rd to Edwards Rd) | $ - | $ - | $ 17,000,000 | $ - | $ - | $ - |
| Walton Road Sidewalk (Lennard Rd to Green River Pkwy) | $ 200,000 | $ 1,000,000 | $ - | $ - | $ - | $ - |
| North County Airport Connector (I-95 to King's Hwy) | $ - | $ - | $ - | $ - | $ 2,000,000 | $ 52,600,000 |
| Selvitz Rd and Glades Cut Off Rd Intersection Improvements | $ - | $ - | $ - | $ - | $ - | $ 21,100,000 |
| Bell Ave Sidewalk (25th Street to Sunrise Blvd) | $ 100,000 | $ - | $ - | $ - | $ - | $ - |
| Oleander Ave Sidewalk (South Market Ave to Edwards Rd) | $ - | $ 1,000,000 | $ 150,000 | $ - | $ 450,000 | $ - |
| Selvitz Rd Widening (Midway Rd-Glades Cut Off Rd) | $ - | $ - | $ - | $ - | $ - | $ 17,100,000 |
| Edwards Rd Widening (Jenkins Rd to 25th St) | $ - | $ 1,500,000 | $ 2,000,000 | $ 10,000,000 | $ - | $ - |
| Glades Cut Off Widening | $ - | $ 2,500,000 | $ - | $ 2,000,000 | $ 6,000,000 | $ - |
| St. Lucie West at Peacock Blvd Intersection (City of PSL) | $ - | $ 500,000 | $ - | $ - | $ 1,000,000 | tbd |
| | | | | | | |
| **Total Budgeted Expenses** | **$ 28,675,000** | **$ 19,500,000** | **$ 19,150,000** | **$ 12,000,000** | **$ 9,450,000** | **$ 365,150,000** |

***SUMMARY:***

| | | | | | |
|---|---|---|---|---|---|
| Revenues | $ 47,022,272 | $ 27,186,786 | $ 20,663,650 | $ 14,159,167 | $ 14,813,881 |
| Expenses | $ (28,675,000) | $ (19,500,000) | $ (19,150,000) | $ (12,000,000) | $ (9,450,000) |
| **CIP Reserve for Future Projects** | **$ 18,347,272** | **$ 7,686,786** | **$ 1,513,650** | **$ 2,159,167** | **$ 5,363,881** |

| ID | Roadway Name | From | To | E+C Lanes | Needs Plan Lanes | Project Type | Length (miles) |
|---|---|---|---|---|---|---|---|
| 133 | California Boulevard | Savona Boulevard | Del Rio Boulevard | 2 | 4 | Widen 2L to 4L | 1.33 |
| 134 | Discovery Way[1] | N-S Road B | Village Parkway | 2 | 4 | Widen 2L to 4L | 1.31 |
| 135 | East Torino Parkway | NW Cashmere Boulevard | Midway Road | 2 | 4 | Widen 2L to 4L | 2.73 |
| 136 | Glades Cut Off Road | Arterial A | Selvitz Road | 2 | 4 | Widen 2L to 4L | 5.39 |
| 137 | Jenkins Road | Altman Road | Orange Avenue | 2 | 4 | Widen 2L to 4L | 3.01 |
| 138 | Jenkins Road | Orange Avenue | N Jenkins Road | 2 | 4 | Widen 2L to 4L | 0.52 |
| 139 | Jenkins Road | Midway Road | Post Office Road | 2 | 4 | Widen 2L to 4L | 0.34 |
| 140 | Jenkins Road | Glades Cut-Off Road | Walmart Distribution Center | 2 | 4 | Widen 2L to 4L | 0.58 |
| 141 | Kings Highway | south of Indrio Road | US-1 | 2 | 4 | Widen 2L to 4L | 2.85 |
| 142 | McCarty Road[1] | Williams Road | Midway Road | 2 | 4 | Widen 2L to 4L | 1.27 |
| 143 | Midway Road | East Torino Parkway | Selvitz Road | 2 | 4 | Widen 2L to 4L | 1.33 |
| 144 | NW Cashmere Boulevard | Swan Lake Circle | East Torino Parkway | 2 | 4 | Widen 2L to 4L | 1.22 |
| 145 | Savona Boulevard | Gatlin Boulevard | California Boulevard | 2 | 4 | Widen 2L to 4L | 1.08 |
| 146 | Selvitz Road | Bayshore Drive | Milner Drive | 2 | 4 | Widen 2L to 4L | 2.68 |
| 148 | Southbend Boulevard | Becker Road | Port St. Lucie Boulevard | 2 | 4 | Widen 2L to 4L | 4.79 |
| 149 | St. Lucie West Boulevard | E of I-95 | Cashmere Boulevard | 4 | 6 | Widen 4L to 6L | 1.92 |
| 150 | I-95 | Martin/St. Lucie County Line | SR-70 | 6 | 8 | Widen 6L to 8L[2] | 14.59 |
| 151 | US-1 | Martin County Line | Indian River County Line | | | Operational Improvement | 21.42 |
| 152 | Seaway Drive | Harbor Isle Marina | north of Blue Heron Boulevard | | | Operational Improvement | 3.87 |

[2] Also known as Highway Capacity for Project Type per the SIS Adopted 1st 5 Year Program.

| ID | Roadway Name | From | To | E+C Lanes | Needs Plan Lanes | Project Type | Length (miles) |
|---|---|---|---|---|---|---|---|
| 153 | Torino Parkway | | | | | Neighborhood Traffic Management | 6.06 |
| 154 | Indian River Drive | Martin/St. Lucie County Line | Seaway Drive | | | Neighborhood Traffic Management | 14.63 |
| 155 | I-95 at Becker Road | | | | | ACES Network | |
| 156 | I-95 at Midway Road | | | | | ACES Network | |
| 157 | Okeechobee Road between Florida's Turnpike & I-95 | | | | | ACES Network | |
| 158 | I-95 at Indrio Road | | | | | ACES Network | |
| 159 | Kings Highway | St. Lucie Boulevard | south of Indrio Road | 2 | 4 | Widen 2L to 4L | 2.4 |
| 160 | Port St. Lucie Boulevard | Becker Road | Paar Drive | 2 | 4 | Widen 2L to 4L | 1.2 |
| 161 | California Boulevard | Del Rio Boulevard | Crosstown Parkway | 2 | 4 | Widen 2L to 4L | 0.37 |
| 162 | Midway Road[1] | Arterial A | I-95 | 2 | 4 | Widen 2L to 4L | 0.88 |
| 163 | Becker Road[1] | N-S Road B | Village Parkway | | 6 | New 6 Lanes | 2.26 |
| 164 | Paar Drive (West)[1] | Range Line Road | N-S Road A | 0 | 2 | New 2 Lanes | 0.94 |
| 165 | Open View Drive (West)[1] | Range Line Road | N-S Road A | 0 | 2 | New 2 Lanes | 0.95 |
| 166 | Trade Center/Tom Mackie[1] | Village Parkway | Discovery Way | 0 | 2 | New 2 Lanes | 0.36 |
| 167 | Village Parkway[1] | Becker Road | Discovery Way | 4 | 6 | Widen 4L to 6L | 3.26 |
| 168 | I-95 at Crosstown Parkway | | | | | ACES Network | |

# TABLE 1 Generalized **Annual Average Daily** Volumes for Florida's Urbanized Areas

January 2020

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 16,800 | 17,700 | ** |
| 4 | Divided | * | 37,900 | 39,800 | ** |
| 6 | Divided | * | 58,400 | 59,900 | ** |
| 8 | Divided | * | 78,800 | 80,100 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 7,300 | 14,800 | 15,600 |
| 4 | Divided | * | 14,500 | 32,400 | 33,800 |
| 6 | Divided | * | 23,300 | 50,000 | 50,900 |
| 8 | Divided | * | 32,000 | 67,300 | 68,100 |

### Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

### Median & Turn Lane Adjustments

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 2 | Divided | Yes | No | +5% |
| 2 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

### One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

### BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 2,900 | 7,600 | 19,700 |
| 50-84% | 2,100 | 6,700 | 19,700 | >19,700 |
| 85-100% | 9,300 | 19,700 | >19,700 | ** |

### PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 2,800 | 9,500 |
| 50-84% | * | 1,600 | 8,700 | 15,800 |
| 85-100% | 3,800 | 10,700 | 17,400 | >19,700 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

**Core Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 47,600 | 66,400 | 83,200 | 87,300 |
| 6 | 70,100 | 97,800 | 123,600 | 131,200 |
| 8 | 92,200 | 128,900 | 164,200 | 174,700 |
| 10 | 115,300 | 158,900 | 203,600 | 218,600 |
| 12 | 136,500 | 192,400 | 246,200 | 272,900 |

**Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 45,900 | 62,700 | 75,600 | 85,400 |
| 6 | 68,900 | 93,900 | 113,600 | 128,100 |
| 8 | 91,900 | 125,200 | 151,300 | 170,900 |
| 10 | 115,000 | 156,800 | 189,300 | 213,600 |

### Freeway Adjustments

| Auxiliary Lanes Present in Both Directions | Ramp Metering |
|---|---|
| + 20,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | 11,700 | 18,000 | 24,200 | 32,600 |
| 4 | Divided | 36,300 | 52,600 | 66,200 | 75,300 |
| 6 | Divided | 54,600 | 78,800 | 99,400 | 113,100 |

### Uninterrupted Flow Highway Adjustments

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 2 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

[1]Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 830 | 880 | ** |
| 2 | Divided | * | 1,910 | 2,000 | ** |
| 3 | Divided | * | 2,940 | 3,020 | ** |
| 4 | Divided | * | 3,970 | 4,040 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 370 | 750 | 800 |
| 2 | Divided | * | 730 | 1,630 | 1,700 |
| 3 | Divided | * | 1,170 | 2,520 | 2,560 |
| 4 | Divided | * | 1,610 | 3,390 | 3,420 |

### Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

### Median & Turn Lane Adjustments

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 1 | Divided | Yes | No | +5% |
| 1 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

### One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

### BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 150 | 390 | 1,000 |
| 50-84% | 110 | 340 | 1,000 | >1,000 |
| 85-100% | 470 | 1,000 | >1,000 | ** |

### PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 140 | 480 |
| 50-84% | * | 80 | 440 | 800 |
| 85-100% | 200 | 540 | 880 | >1,000 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

**Core Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 2 | 2,230 | 3,100 | 3,740 | 4,080 |
| 3 | 3,280 | 4,570 | 5,620 | 6,130 |
| 4 | 4,310 | 6,030 | 7,490 | 8,170 |
| 5 | 5,390 | 7,430 | 9,370 | 10,220 |
| 6 | 6,380 | 8,990 | 11,510 | 12,760 |

**Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 2 | 2,270 | 3,100 | 3,890 | 4,230 |
| 3 | 3,410 | 4,650 | 5,780 | 6,340 |
| 4 | 4,550 | 6,200 | 7,680 | 8,460 |
| 5 | 5,690 | 7,760 | 9,520 | 10,570 |

### Freeway Adjustments

| Auxiliary Lane | Ramp Metering |
|---|---|
| + 1,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | 580 | 890 | 1,200 | 1,610 |
| 2 | Divided | 1,800 | 2,600 | 3,280 | 3,730 |
| 3 | Divided | 2,700 | 3,900 | 4,920 | 5,600 |

### Uninterrupted Flow Highway Adjustments

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 1 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

# APPENDIX H

# Land Use: 110
# General Light Industrial

## Description

A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

## Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 2000s, and the 2010s in Colorado, Connecticut, Indiana, New Jersey, New York, Oregon, Pennsylvania, and Texas.

## Source Numbers

106, 157, 174, 177, 179, 184, 191, 251, 253, 286, 300, 611, 874, 875, 912

# General Light Industrial
# (110)

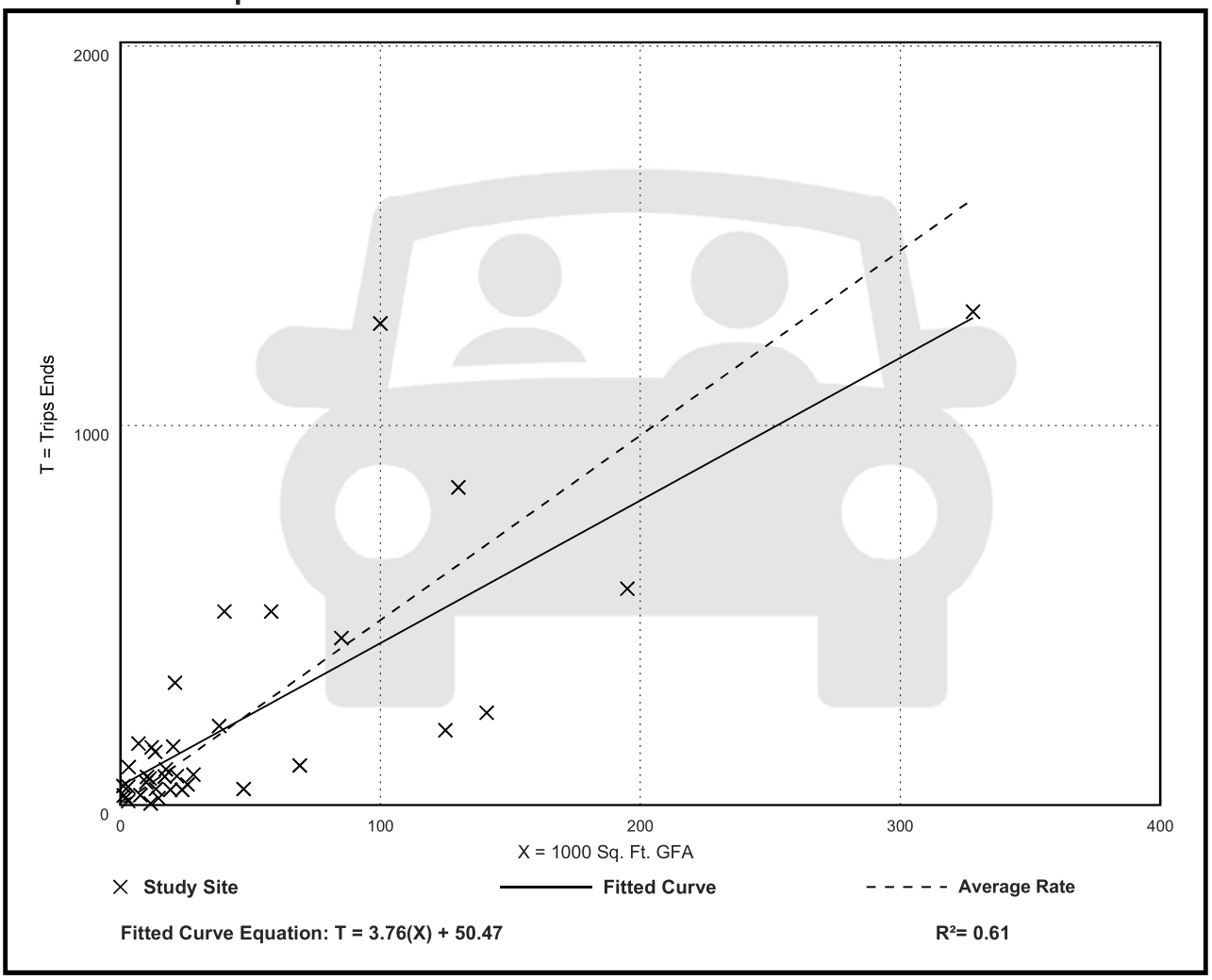
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 4.87 | 0.34 - 43.86 | 4.08 |

## Data Plot and Equation



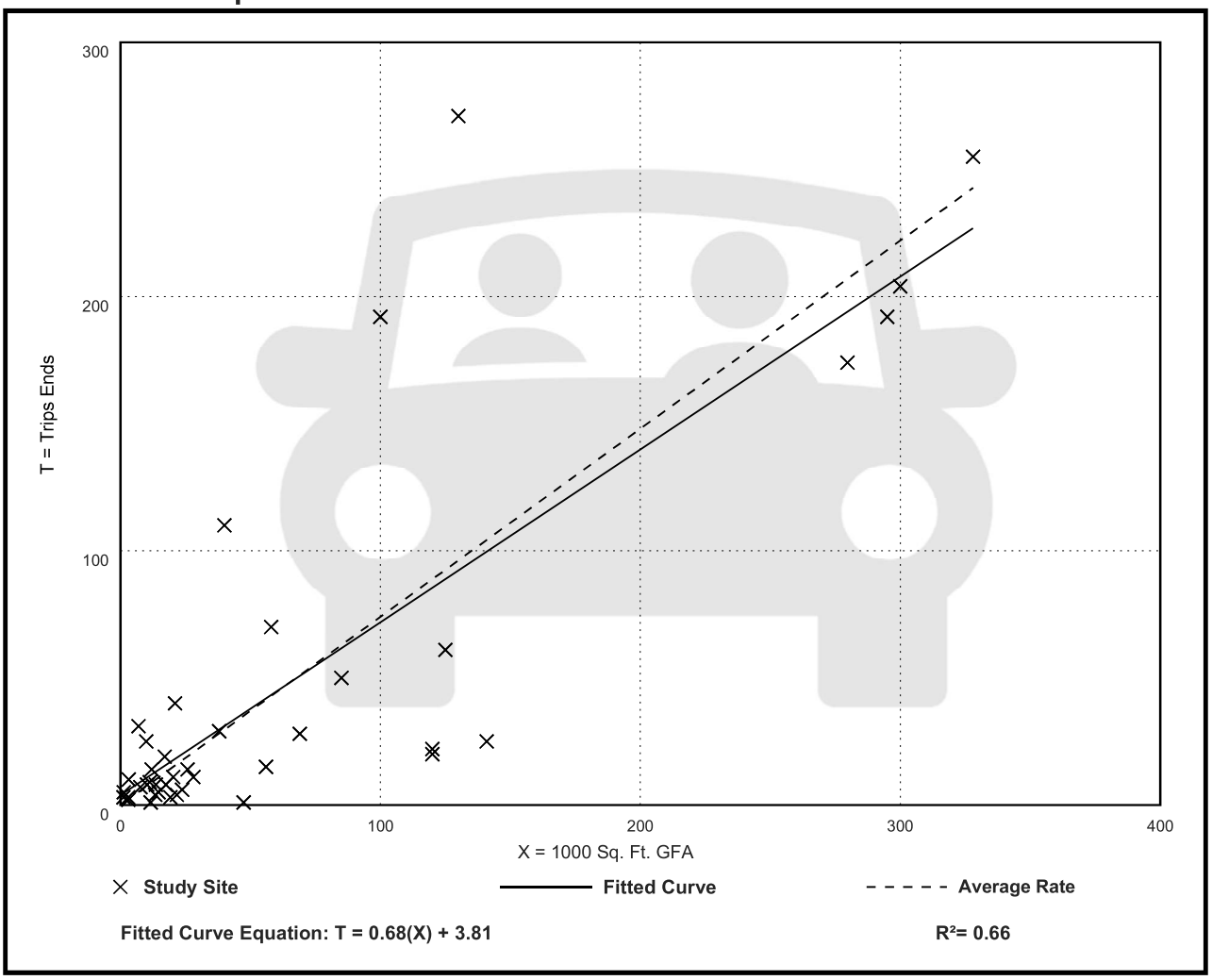
# General Light Industrial
# (110)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 41
Avg. 1000 Sq. Ft. GFA: 65
Directional Distribution: 88% entering, 12% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.74 | 0.02 - 4.46 | 0.61 |

## Data Plot and Equation



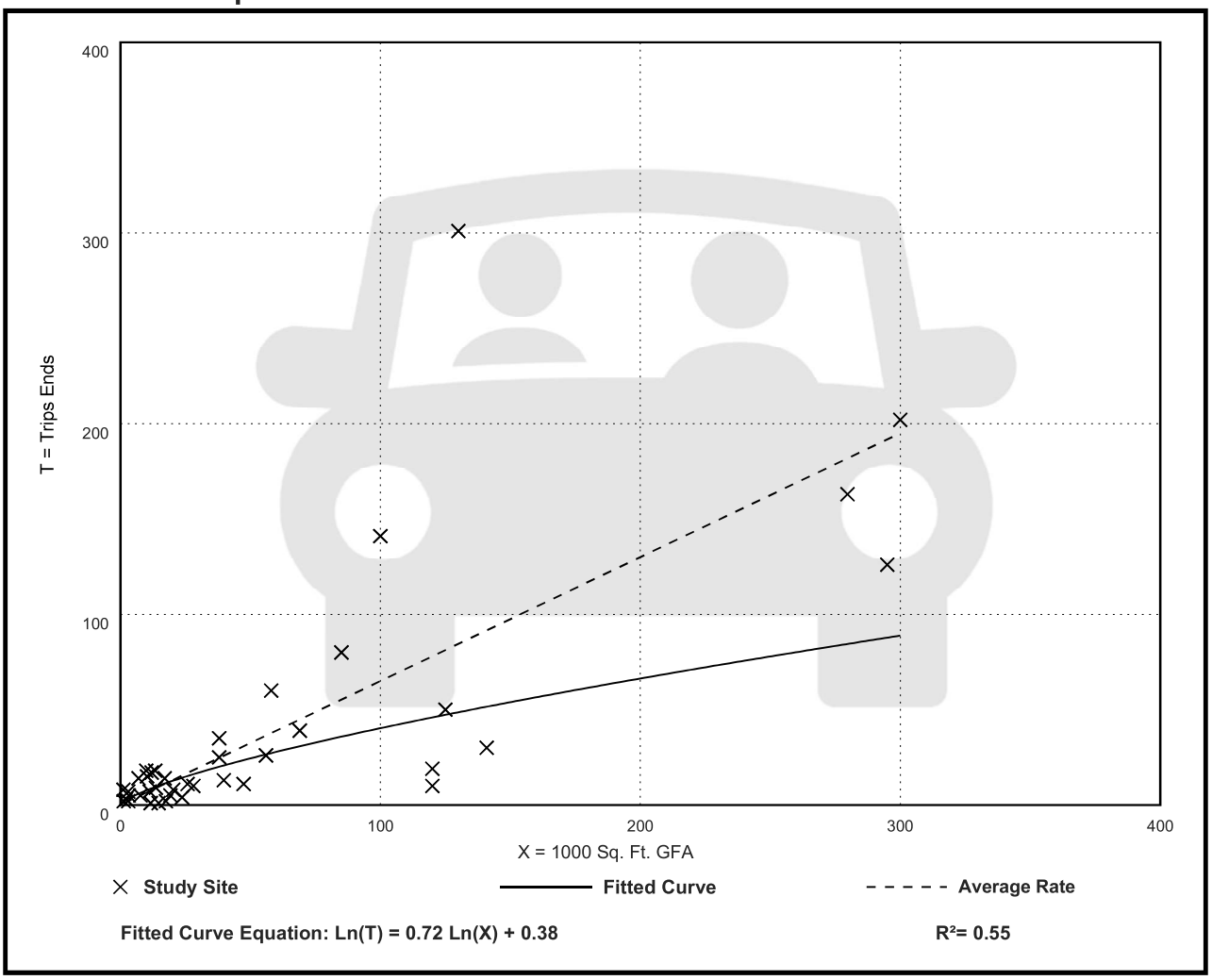
# General Light Industrial
# (110)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 58
Directional Distribution: 14% entering, 86% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.65 | 0.07 - 7.02 | 0.56 |

## Data Plot and Equation



# Land Use: 210
# Single-Family Detached Housing

## Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

## Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

## Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

## Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077,1078, 1079

# Single-Family Detached Housing
# (210)

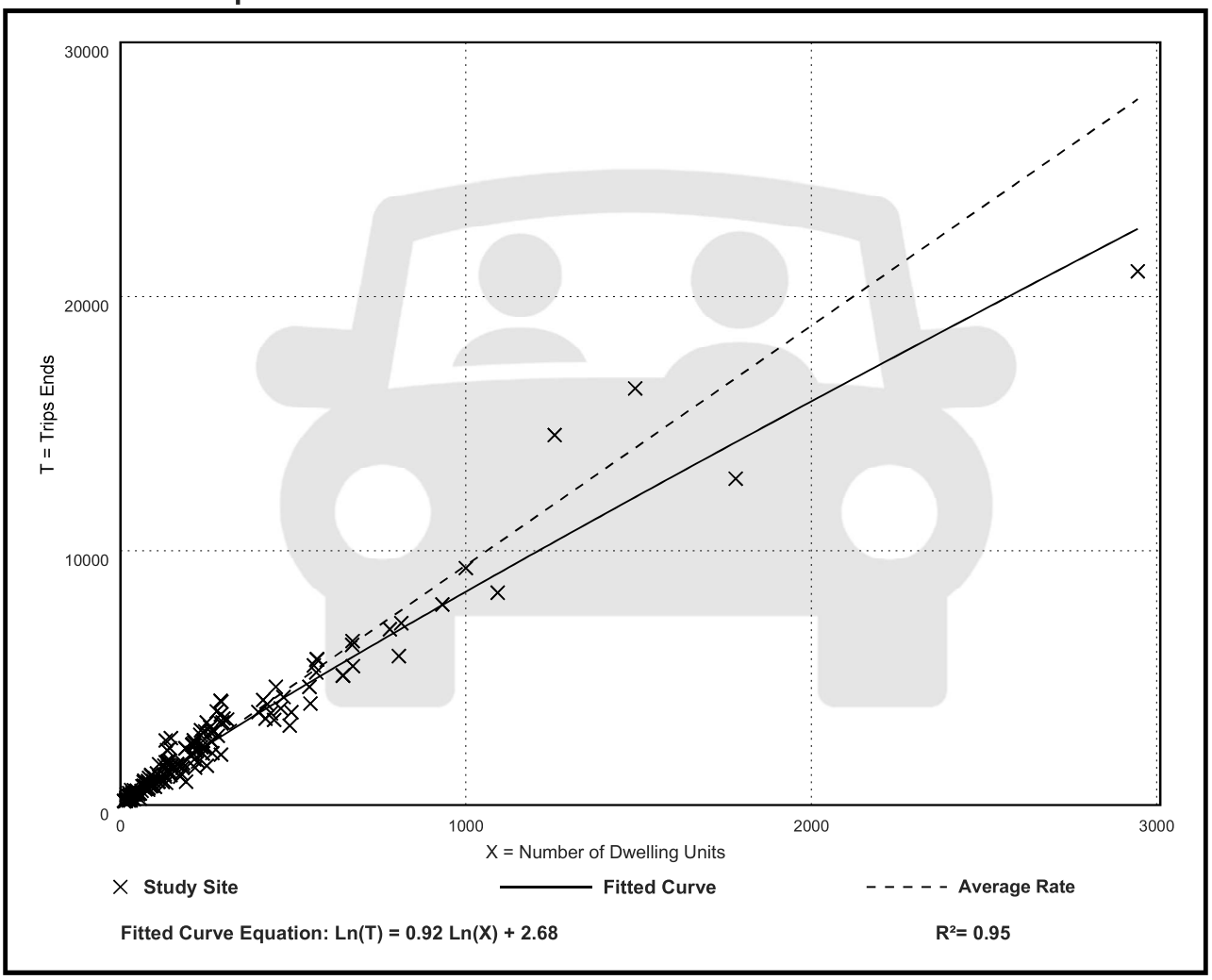
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 9.43 | 4.45 - 22.61 | 2.13 |

## Data Plot and Equation




**Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68**

**$R^2$= 0.95**

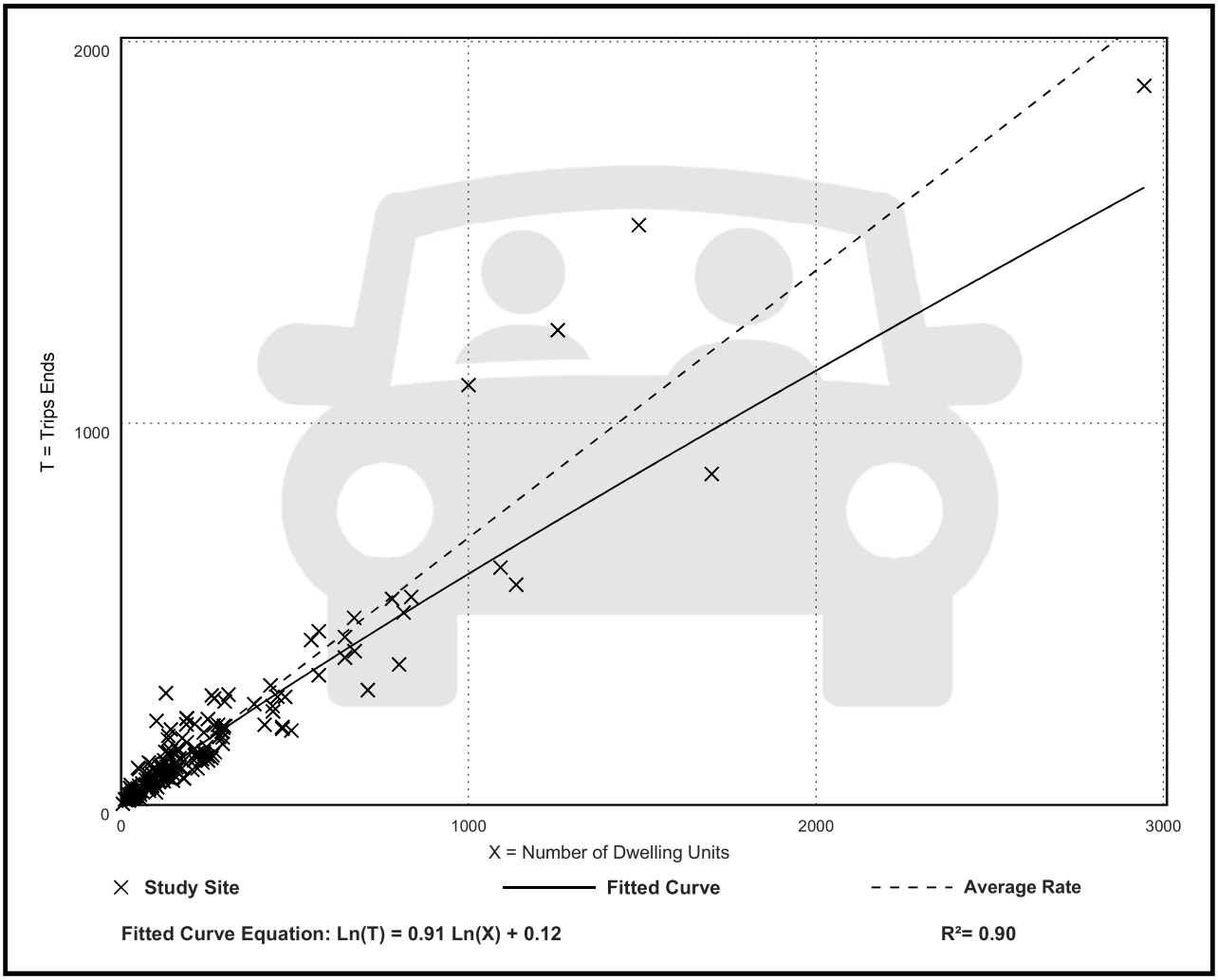
# Single-Family Detached Housing
# (210)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 26% entering, 74% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.70 | 0.27 - 2.27 | 0.24 |

## Data Plot and Equation



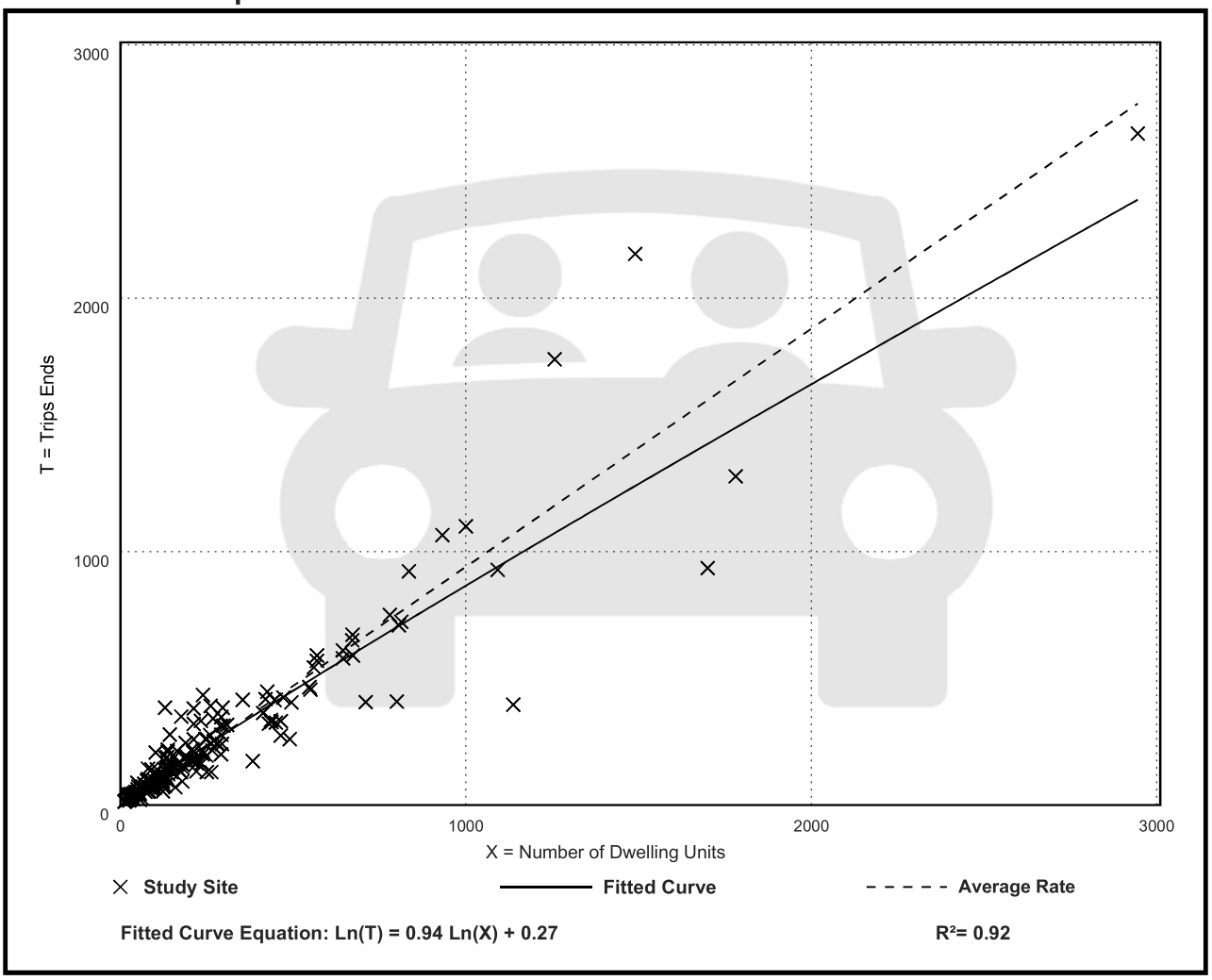
# Single-Family Detached Housing
# (210)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.94 | 0.35 - 2.98 | 0.31 |

## Data Plot and Equation



# Land Use: 215
# Single-Family Attached Housing

## Description

Single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space.

## Additional Data

The database for this land use includes duplexes (defined as a single structure with two distinct dwelling units, typically joined side-by-side and each with at least one outside entrance) and townhouses/rowhouses (defined as a single structure with three or more distinct dwelling units, joined side-by-side in a row and each with an outside entrance).

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Utah, Virginia, and Wisconsin.

## Source Numbers

168, 204, 211, 237, 305, 306, 319, 321, 357, 390, 418, 525, 571, 583, 638, 735, 868, 869, 870, 896, 912, 959, 1009, 1046, 1056, 1058, 1077

# Single-Family Attached Housing
# (215)

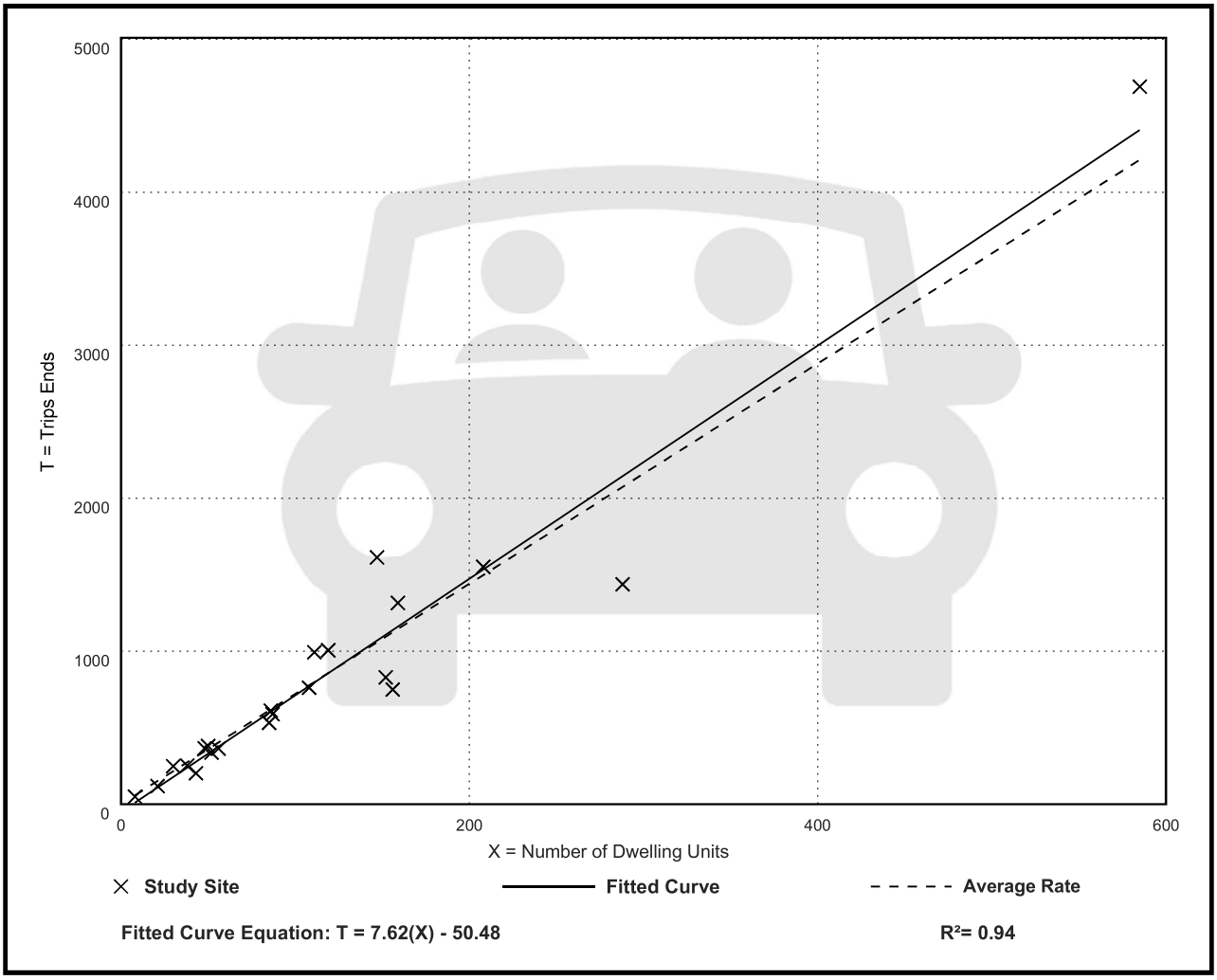
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 22
Avg. Num. of Dwelling Units: 120
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 7.20 | 4.70 - 10.97 | 1.61 |

## Data Plot and Equation




**Fitted Curve Equation: T = 7.62(X) - 50.48**

**$R^2$= 0.94**

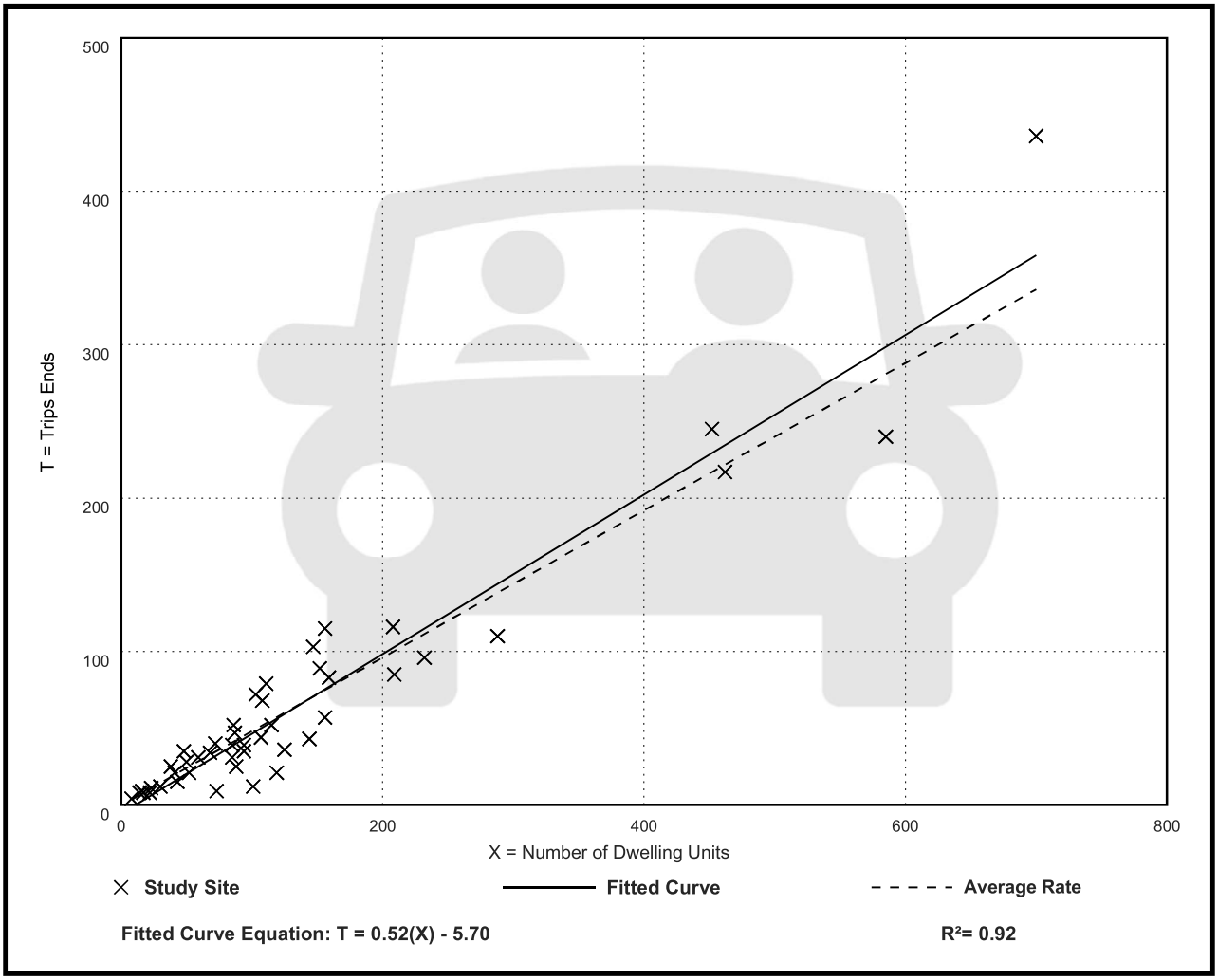
# Single-Family Attached Housing
# (215)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 46
Avg. Num. of Dwelling Units: 135
Directional Distribution: 31% entering, 69% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.48 | 0.12 - 0.74 | 0.14 |

## Data Plot and Equation



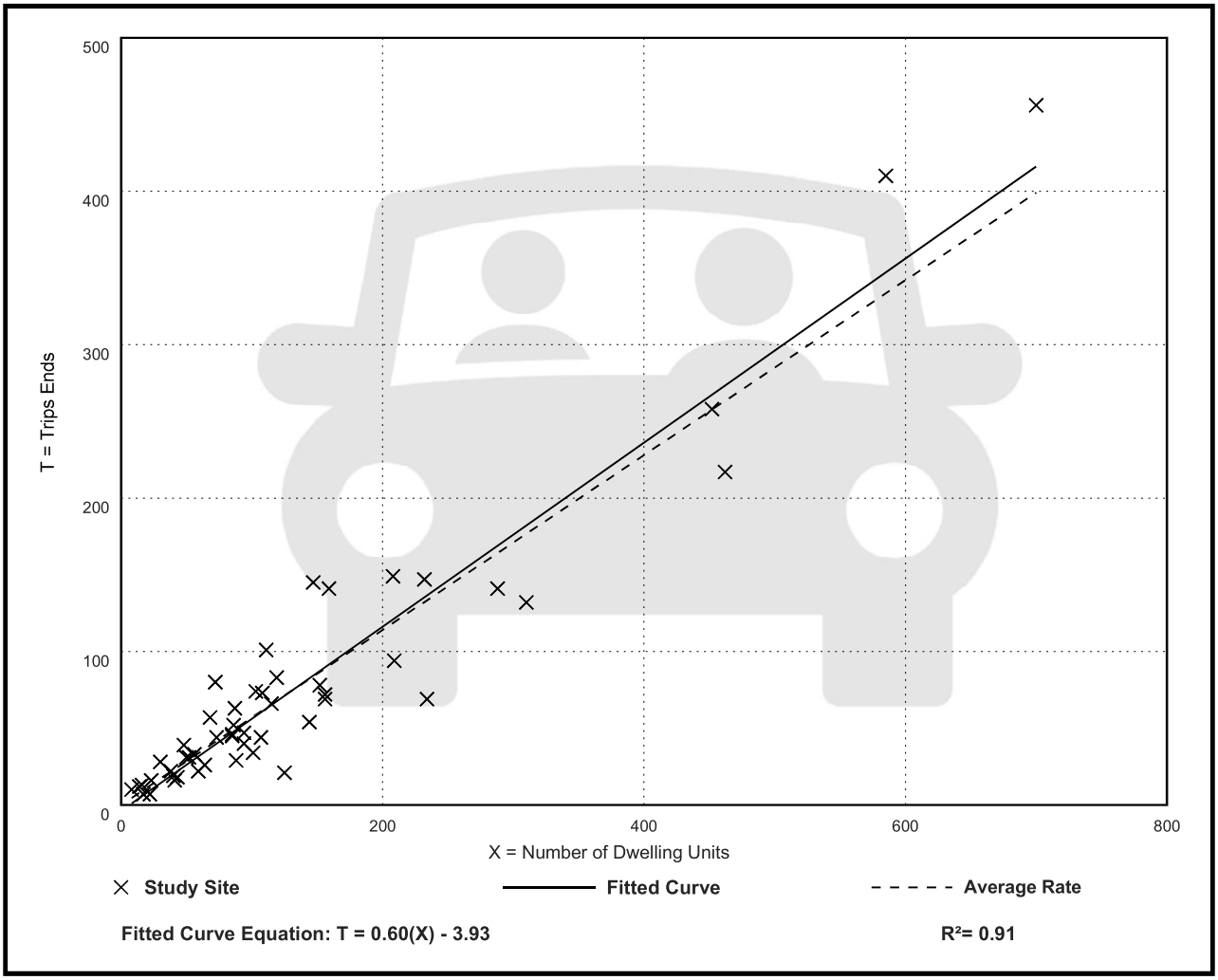
# Single-Family Attached Housing
# (215)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 51
Avg. Num. of Dwelling Units: 136
Directional Distribution: 57% entering, 43% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.57 | 0.17 - 1.25 | 0.18 |

## Data Plot and Equation



# Land Use: 221
# Multifamily Housing (Mid-Rise)

## Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

## Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

## Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

***It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).***

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

## Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076

# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

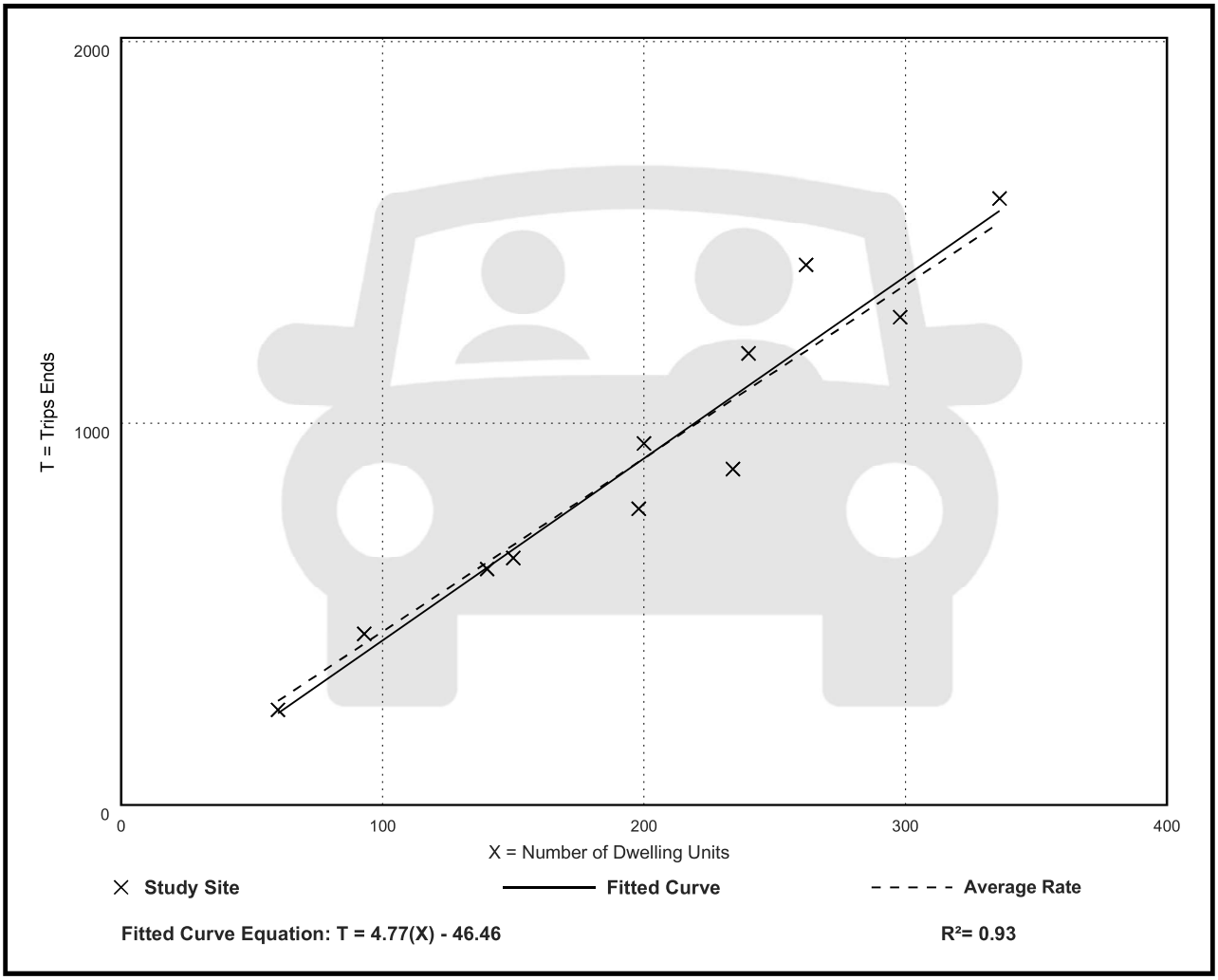
**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 11
Avg. Num. of Dwelling Units: 201
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 4.54 | 3.76 - 5.40 | 0.51 |

## Data Plot and Equation




**Fitted Curve Equation: T = 4.77(X) - 46.46**

**$R^2$= 0.93**

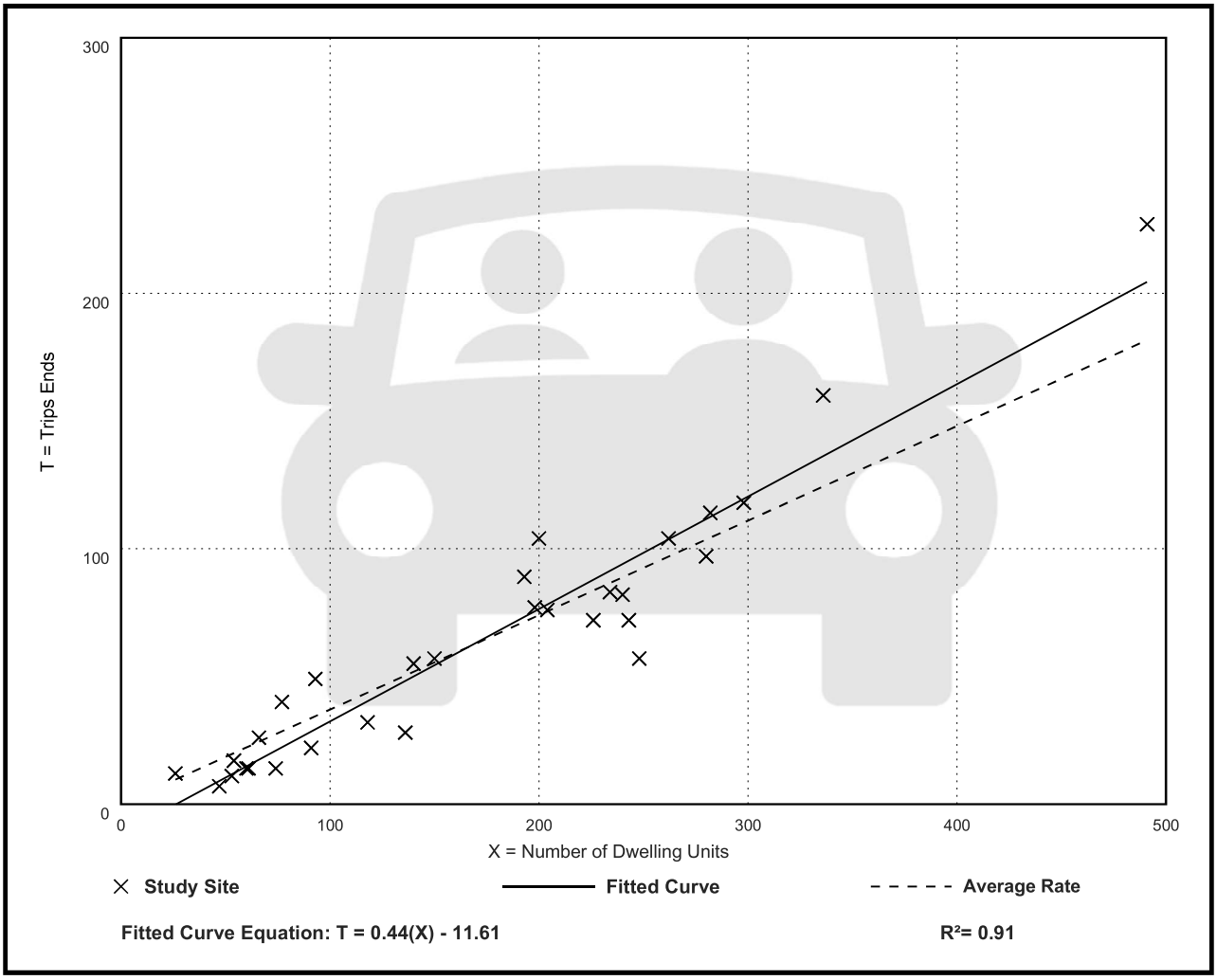
# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 30
Avg. Num. of Dwelling Units: 173
Directional Distribution: 23% entering, 77% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.37 | 0.15 - 0.53 | 0.09 |

## Data Plot and Equation



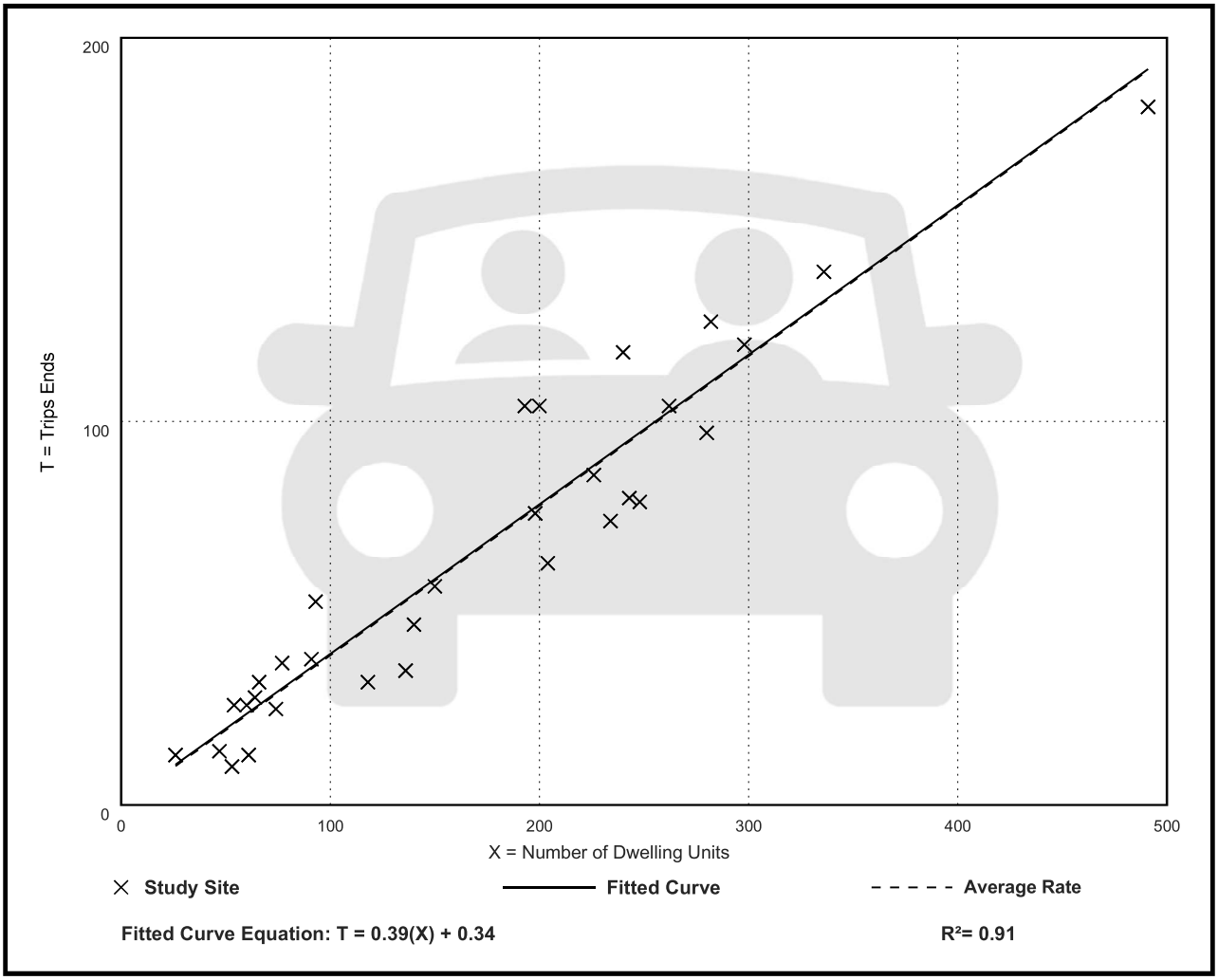
# Multifamily Housing (Mid-Rise)
# Not Close to Rail Transit (221)

**Vehicle Trip Ends vs: Dwelling Units**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 31
Avg. Num. of Dwelling Units: 169
Directional Distribution: 61% entering, 39% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.39 | 0.19 - 0.57 | 0.08 |

## Data Plot and Equation



# Land Use: 710
# General Office Building

## Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

## Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN)Pennsylvania, Texas, Utah, Virginia, and Washington.

## Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

# General Office Building
# (710)

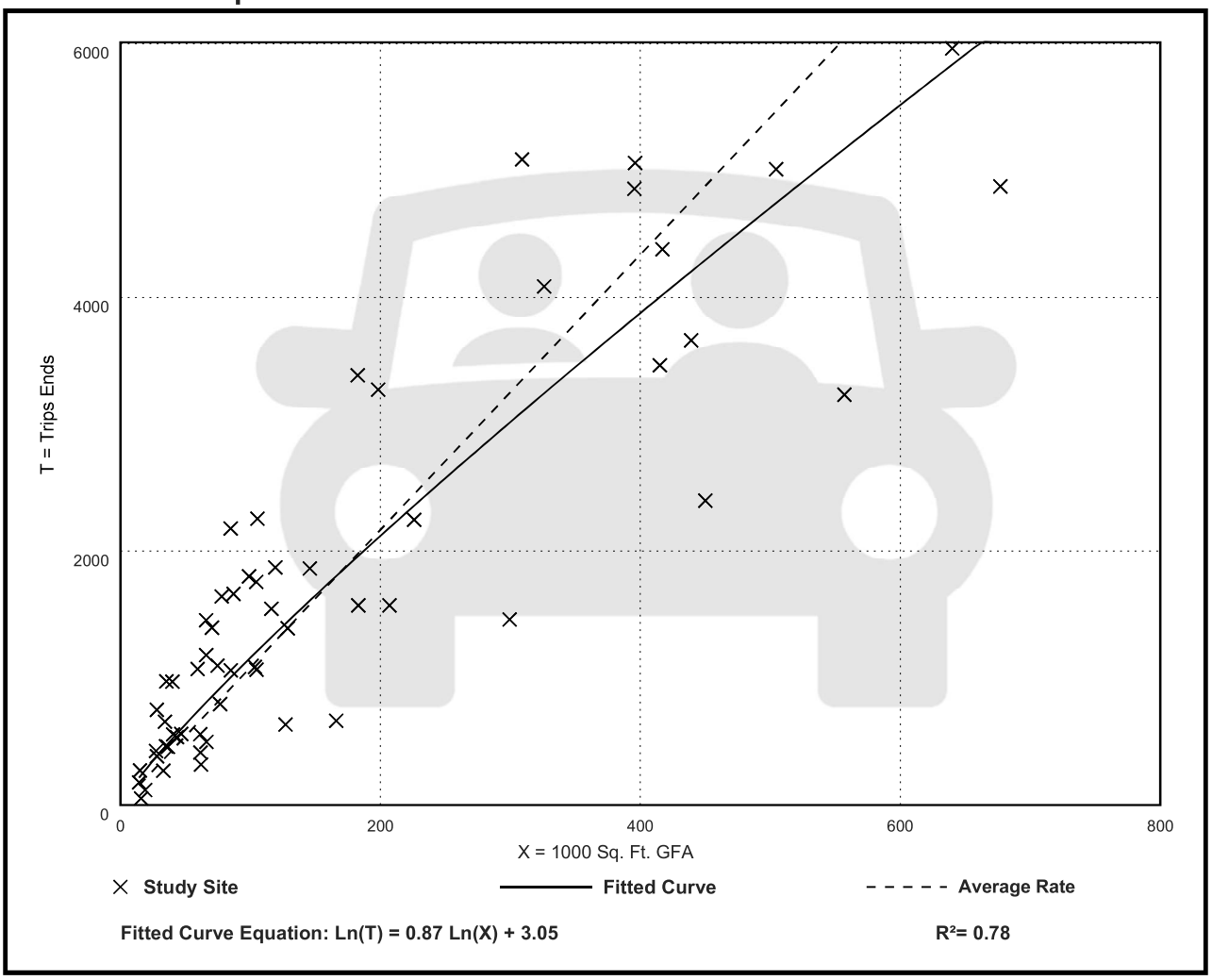
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 10.84 | 3.27 - 27.56 | 4.76 |

## Data Plot and Equation




**Fitted Curve Equation: Ln(T) = 0.87 Ln(X) + 3.05**

**$R^2$= 0.78**

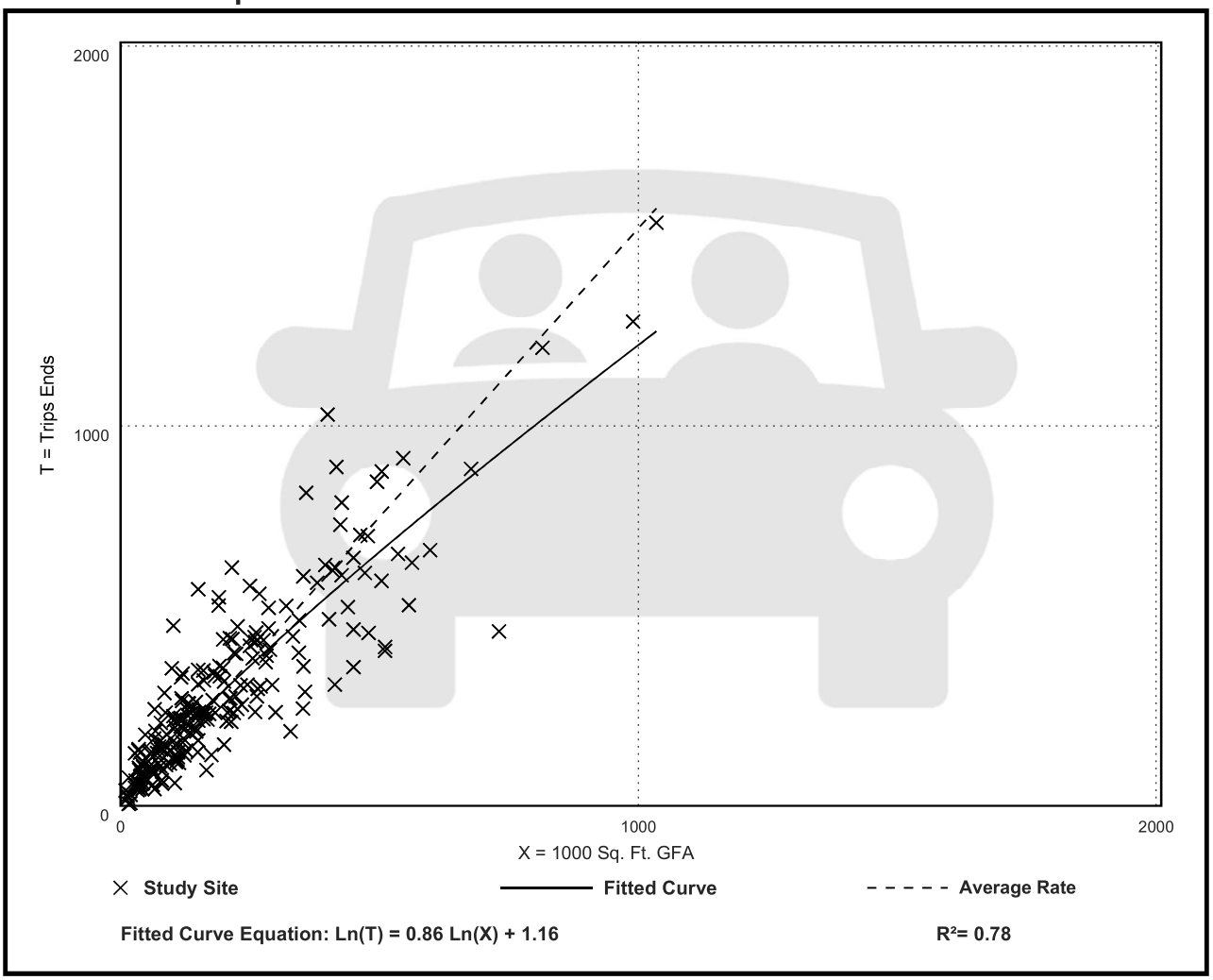
# General Office Building
# (710)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 221
Avg. 1000 Sq. Ft. GFA: 201
Directional Distribution: 88% entering, 12% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 1.52 | 0.32 - 4.93 | 0.58 |

## Data Plot and Equation



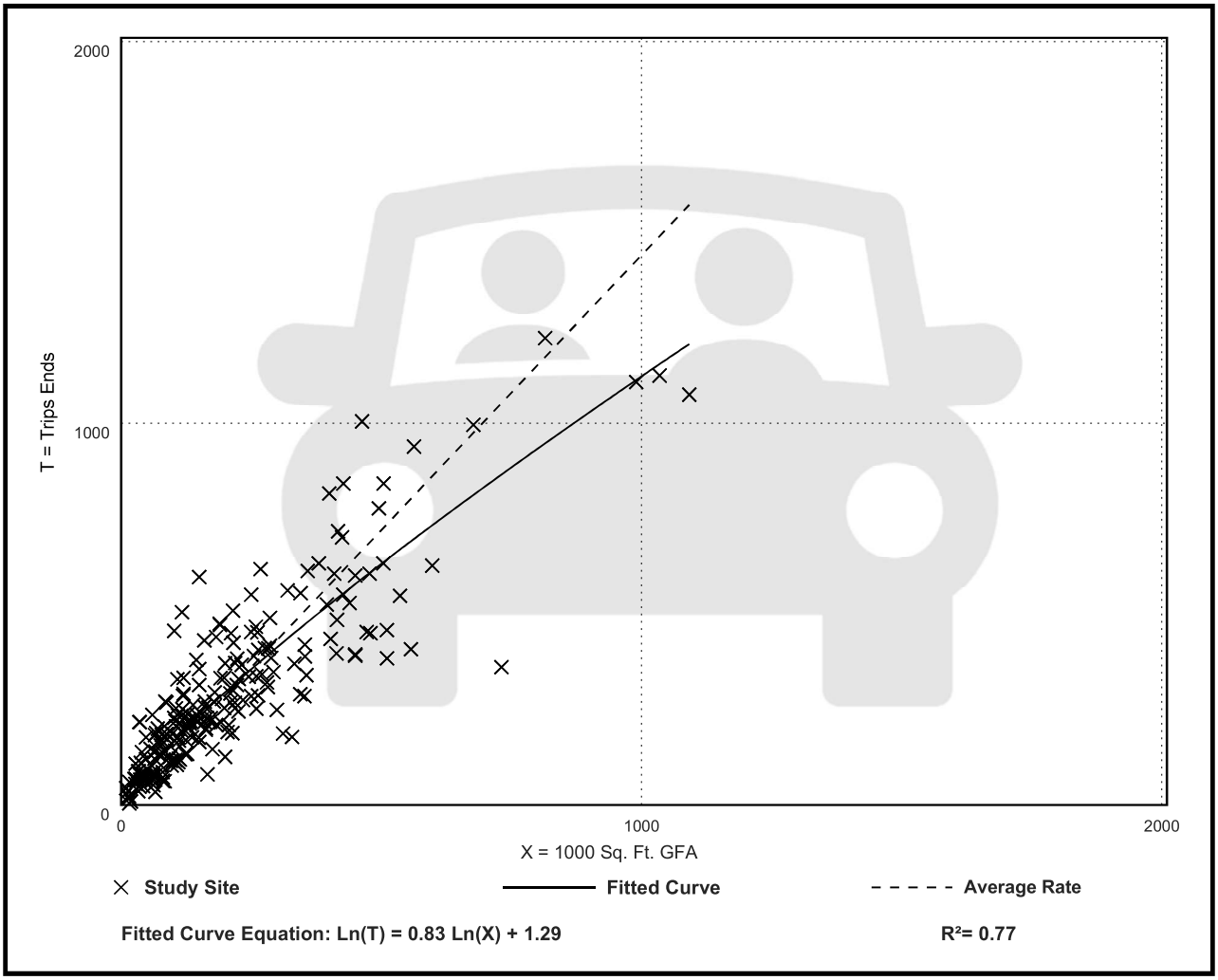
# General Office Building
# (710)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 232
Avg. 1000 Sq. Ft. GFA: 199
Directional Distribution: 17% entering, 83% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 1.44 | 0.26 - 6.20 | 0.60 |

## Data Plot and Equation



# Land Use: 820
# Shopping Center (>150k)

## Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

## Additional Data

***Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.***

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

### Source Numbers

77, 110, 154, 156, 159, 190, 199, 202, 204, 213, 251, 269, 294, 295, 299, 304, 305, 307, 308, 309, 311, 314, 315, 316, 317, 319, 365, 385, 404, 414, 423, 442, 446, 562, 629, 702, 715, 728, 868, 871, 880, 899, 912, 926, 946, 962, 973, 974, 978, 1034, 1040, 1067

# Shopping Center (>150k)
# (820)

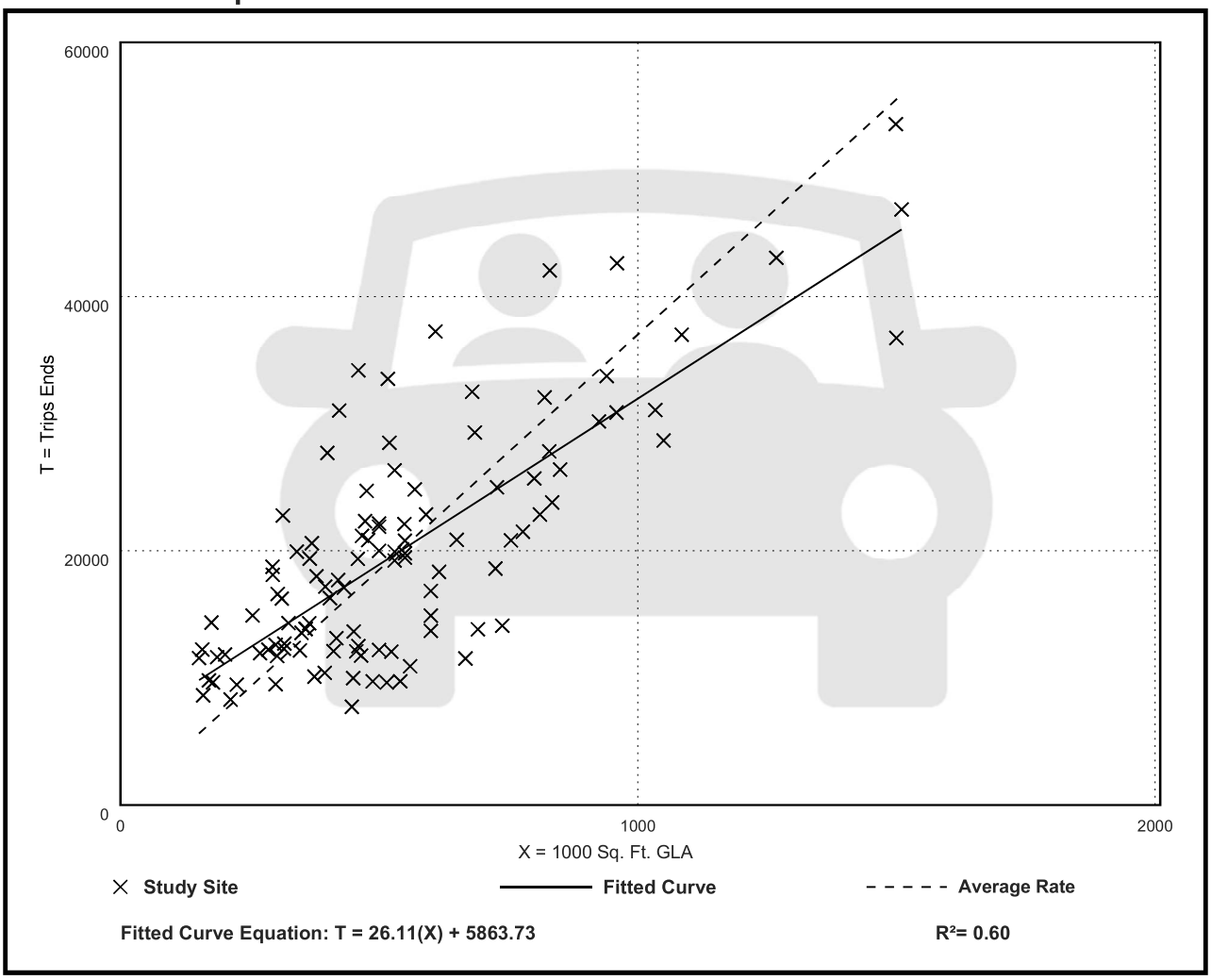
**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 37.01 | 17.27 - 81.53 | 12.79 |

## Data Plot and Equation



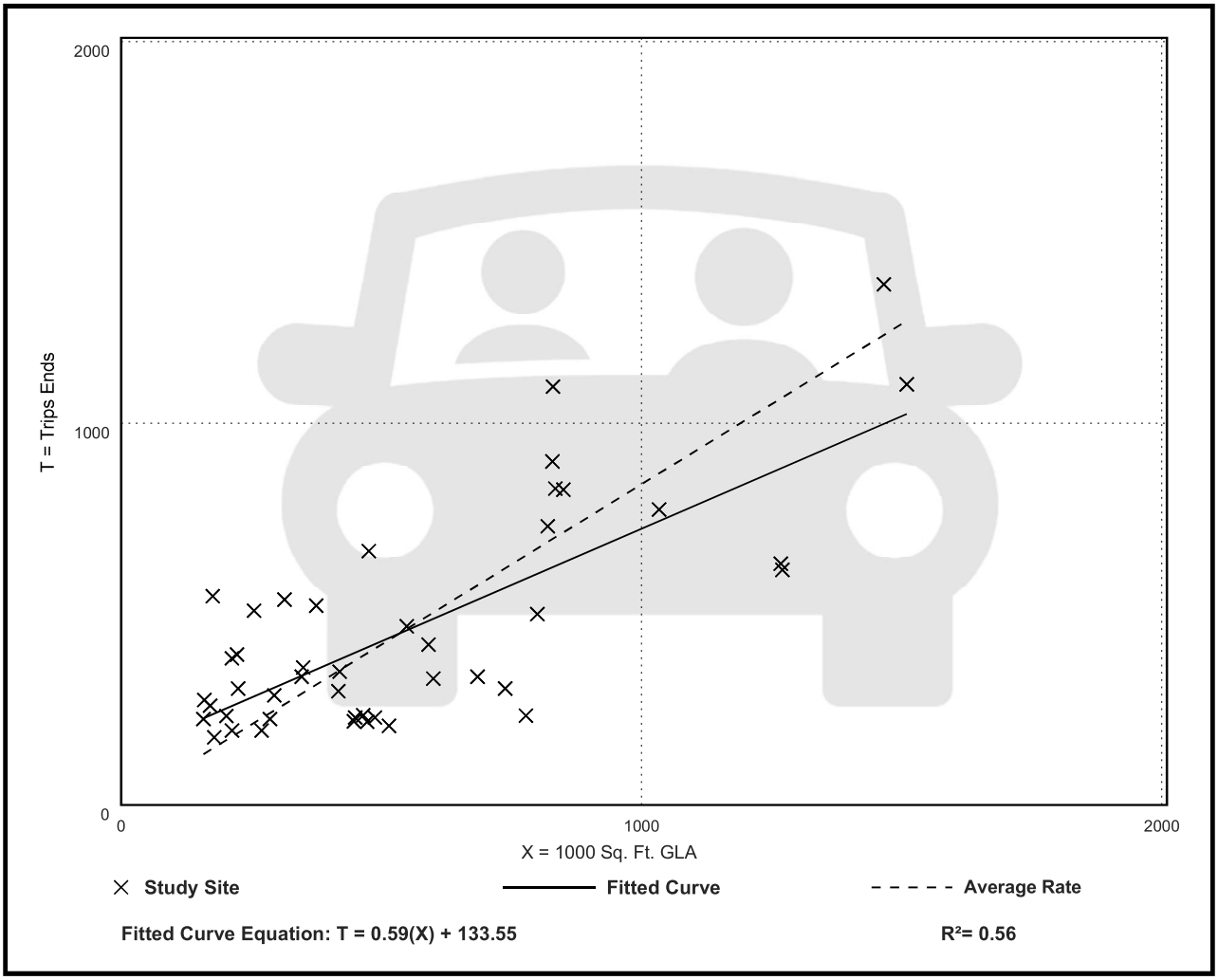
# Shopping Center (>150k)
# (820)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 44
Avg. 1000 Sq. Ft. GLA: 546
Directional Distribution: 62% entering, 38% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.84 | 0.30 - 3.11 | 0.42 |

## Data Plot and Equation




**Fitted Curve Equation: T = 0.59(X) + 133.55**

**$R^2$= 0.56**

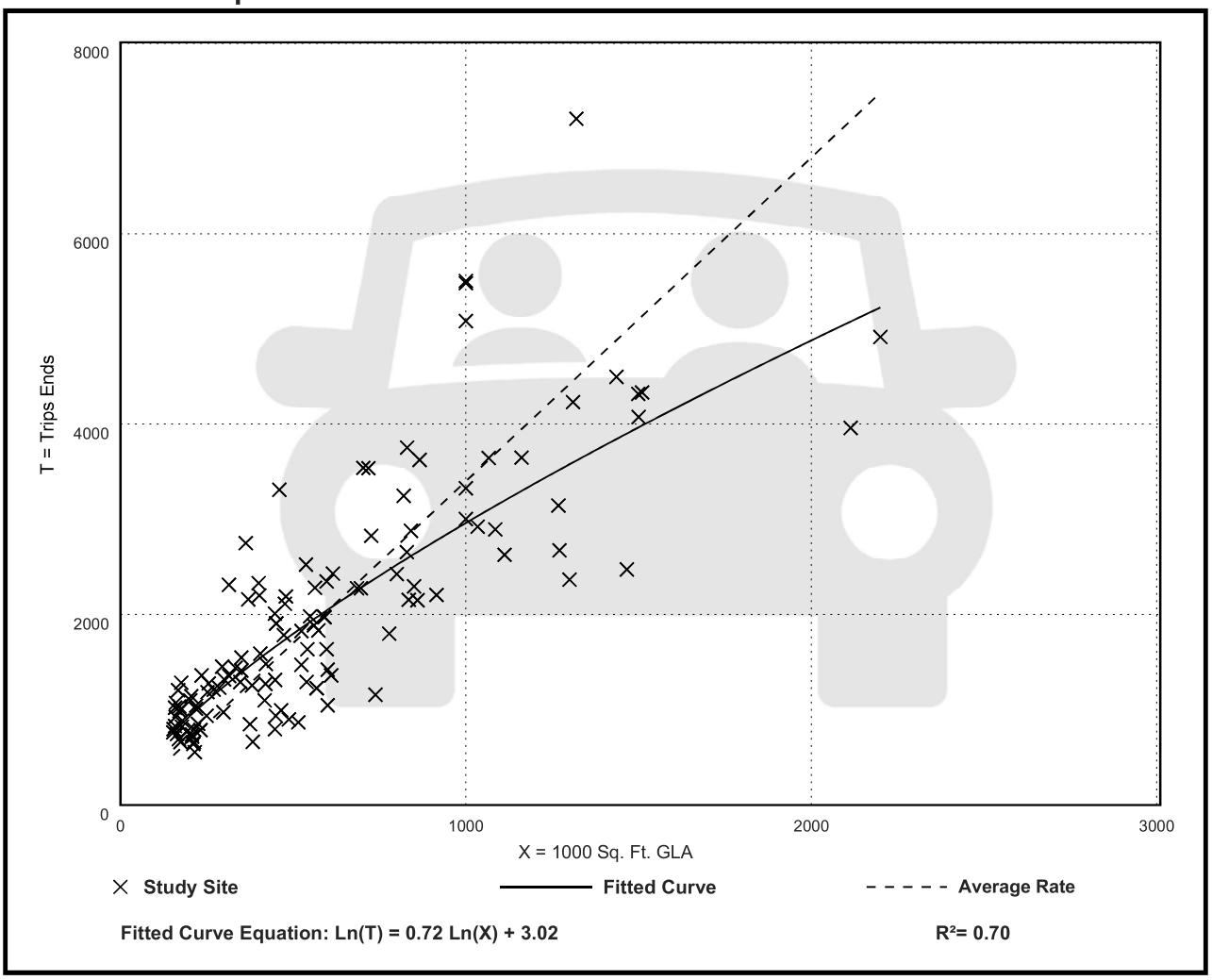
# Shopping Center (>150k)
# (820)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 3.40 | 1.57 - 7.58 | 1.26 |

## Data Plot and Equation



## Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Land Use Code | 820 | | | | | | | | |
| Land Use | Shopping Center (> 150k) | | | | | | | | |
| Setting | General Urban/Suburban | | | | | | | | |
| Time Period | Weekday PM Peak Period | | | | | | | | |
| # Data Sites | 8 Sites with GLA between 150 and 300k | | | | 16 Sites with GLA between 300 and 900k | | | | |
| Average Pass-By Rate | 29% for Sites with GLA between 150 and 300k | | | | 19% for Sites with GLA between 300 and 900k | | | | |
| | Pass-By Characteristics for Individual Sites | | | | | | | | |
| | | | | | | | | | |
| | | Survey | | Pass-By | Non-Pass-By Trips | | | Adj Street Peak | |
| GLA (000) | State or Province | Year | # Interviews | Trip (%) | Primary (%) | Diverted (%) | Total (%) | Hour Volume | Source |
| 213 | Florida | 1990 | 312 | 28 | 31 | 41 | 72 | — | 33 |
| 225 | Illinois | 1994 | 264 | 35 | 32 | 33 | 65 | 1970 | 24 |
| 227.9 | Kentucky | 1993 | — | 34 | 35 | 31 | 66 | — | 34 |
| 235 | Kentucky | 1993 | 211 | 35 | 29 | 36 | 65 | 2593 | 2 |
| 255 | Iowa | 1994 | 222 | 23 | 38 | 39 | 77 | 3706 | 24 |
| 256 | Connecticut | 1994 | 208 | 27 | 51 | 22 | 73 | 3422 | 24 |
| 293 | Illinois | 1994 | 282 | 24 | 70 | 6 | 76 | 4606 | 13 |
| 294 | Pennsylvania | 1994 | 213 | 24 | 48 | 18 | 76 | 4055 | 24 |
| 350 | Massachusetts | 1994 | 224 | 18 | 45 | 37 | 82 | 2112 | 24 |
| 361 | Virginia | 1994 | 315 | 17 | 54 | 29 | 83 | 2034 | 24 |
| 375 | North Carolina | 1994 | 214 | 29 | 48 | 23 | 71 | 2053 | 24 |
| 413 | Texas | 1994 | 228 | 28 | 51 | 21 | 72 | 589 | 24 |
| 418 | Maryland | 1994 | 281 | 20 | 50 | 30 | 80 | 5610 | 24 |
| 450 | California | 1994 | 321 | 23 | 49 | 28 | 77 | 2787 | 24 |
| 476 | Washington | 1994 | 234 | 25 | 53 | 22 | 75 | 3427 | 24 |
| 488 | Texas | 1994 | 257 | 12 | 75 | 13 | 88 | 1094 | 13 |
| 560 | Virginia | 1994 | 437 | 19 | 49 | 32 | 81 | 3051 | 24 |
| 581 | Colorado | 1994 | 296 | 18 | 53 | 29 | 82 | 2939 | 24 |
| 598 | Colorado | 1994 | 205 | 17 | 55 | 28 | 83 | 3840 | 24 |
| 633 | Texas | 1994 | 257 | 10 | 64 | 26 | 90 | — | 24 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 667 | Illinois | 1994 | 200 | 16 | 53 | 31 | 84 | 2770 | 24 |
| 738 | New Jersey | 1994 | 283 | 13 | 75 | 12 | 87 | 8059 | 24 |
| 800 | California | 1994 | 205 | 21 | 51 | 28 | 79 | 7474 | 24 |
| 808 | California | 1994 | 240 | 13 | 73 | 14 | 87 | 4035 | 24 |
| | | | | | | | | | |

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## Property Identification

Site Address: TBD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-343-0001-000-4
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 33009
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ III LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 S 1/2 OF SE 1/4 OF SW 1/4-LESS RD R/W- (18.28 AC) (12)

### Current Values

| | |
|---|---|
| Just/Market Value: | $654,918 |
| Assessed Value: | $5,027 |
| Exemptions: | $0 |
| Taxable Value: | $5,027 |

**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): | 18.28 |
| Land Size (SF): | 796,276.8 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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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## Property Identification

Site Address: 4300 Selvitz RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-211-0005-000-6
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 140362
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ II LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 N 1/2 OF SW 1/4 AND E 3/4 OF N 1/2 OF S 1/2 OF SW 1/4-LESS RD AND CANAL RS/W AND ALSO LESS THAT PART MPDAF:BEG AT SW COR OF SEC RUN N 00 04 38 E 1457.23 FT,TH S 89 55 22 E 50 TO POB:TH N 00 04 38 E 1013.67 FT,TH S 89 58 14 E 150 FT,TH N 45 01 46 E 42.43 FT,TH S 89 58 14 E 2007.17 FT,TH S 00 07 05 E 1563.08 FT,TH S 89 55 13 W 1414.65 FT,TH N 00 01 42 E 463.09 FT,TH S 89 57 24 W 577.30 FT,TH N 45 02 36 W 70.71 FT,TH S 89 57 24 W 150 FT TO POB- (34.93 AC)

### Current Values

| | |
|---|---|
| Just/Market Value: | $916,913 |
| Assessed Value: | $9,606 |
| Exemptions: | $0 |
| Taxable Value: | $9,606 |

**Property taxes are subject to change upon change of ownership.**

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- **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): | 34.93 |
| Land Size (SF): | 1,521,551 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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## Property Identification

Site Address: 4300 Selvitz RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-211-0006-000-3
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 172971
Map ID: 24/32S
Zoning: SF Low Den

### Ownership

SELVITZ I LLC

631 US Highway 1 Ste 409
North Palm Beach, FL 33408




### Legal Description

32 35 40 THAT PART OF SEC MPDAF: BEG AT SW COR OF SEC RUN N 00 04 38 E 1457.23 FT,TH S 89 55 22 E 50 TO POB;TH N 00 04 38 E 1013.67 FT,TH S 89 58 14 E 150 FT,TH N 45 01 46 E 42.43 FT,TH S 89 58 14 E 2007.17 FT,TH S 00 07 05 E 1563.08 FT,TH S 89 55 13 W 1414.65 FT,TH N 00 01 42 E 463.09 FT,TH S 89 57 24 W 577.30 FT,TH N 45 02 36 W 70.71 FT,TH S 89 57 24 W 150 FT TO POB (69.59 AC)

### Current Values

| | |
|---|---|
| Just/Market Value: | $1,826,738 |
| Assessed Value: | $19,137 |
| Exemptions: | $0 |
| Taxable Value: | $19,137 |

**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): | 69.59 |
| Land Size (SF): | 3,031,340 |

## Building Design Wind Speed

| Occupancy Category | I | II | III |
|---|---|---|---|
| Speed | 140 | 150 | 160 |

Sources/links:

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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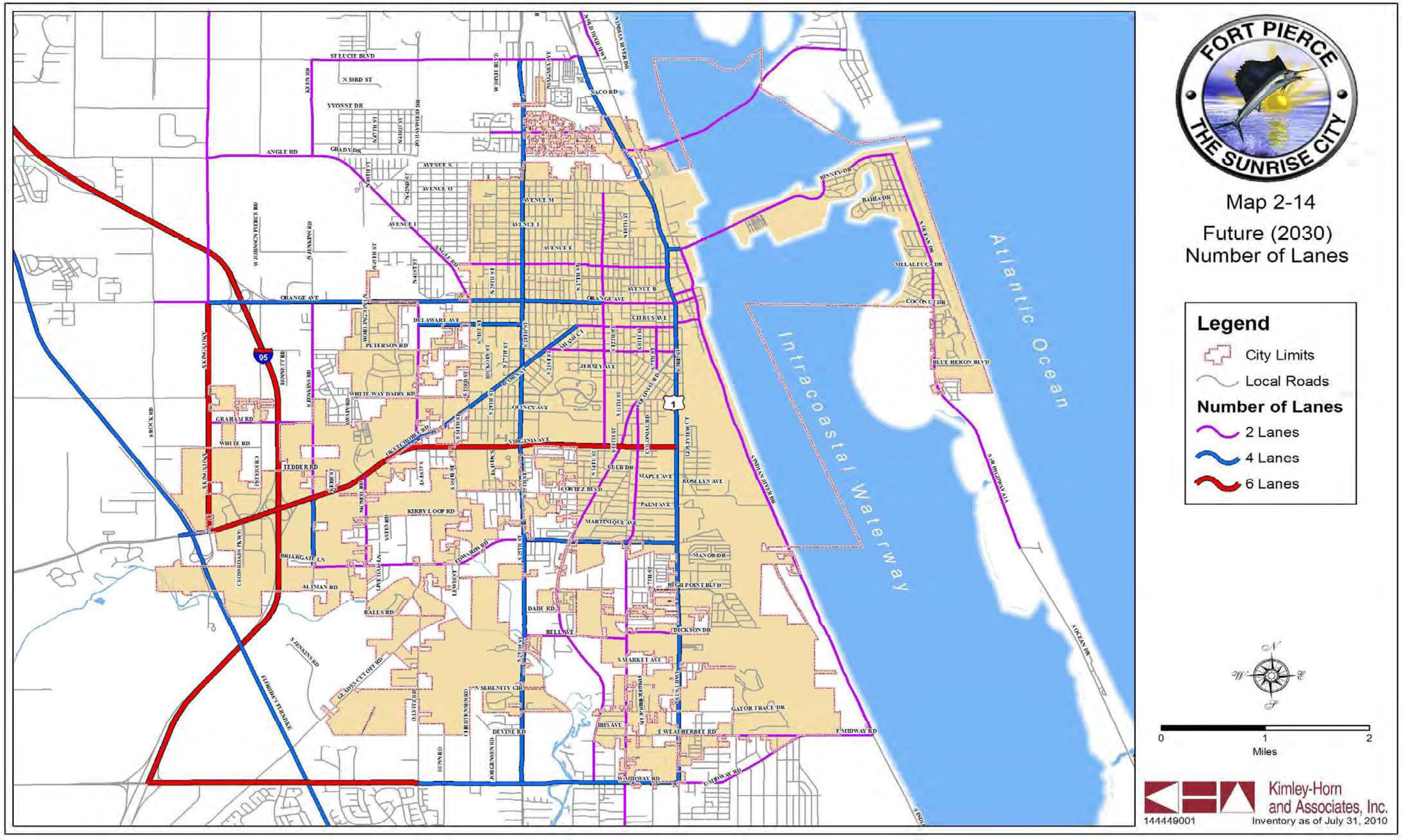
**Map 2-14 - Future (2030) Number of Lanes**



St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| 17TH ST | ORANGE AVE to AVENUE D | 608 | 2,400 | 2021 | 750 | 134 | C | 0.179 | 128 | C | 0.171 |
| 17TH ST | AVENUE D to AVENUE Q | 608 | 2,400 | 2021 | 750 | 134 | C | 0.179 | 128 | C | 0.171 |
| 25TH ST | MIDWAY RD to BELL AVE | 940016 | 18,200 | 2020 | 2,100 | 1,097 | C | 0.522 | 1,023 | C | 0.487 |
| 25TH ST | BELL AVE to EDWARDS RD | 159 | 17,500 | 2021 | 2,100 | 1,026 | C | 0.489 | 1,024 | C | 0.488 |
| 25TH ST | EDWARDS RD to CORTEZ BLVD | 940021 | 19,700 | 2020 | 2,000 | 1,097 | C | 0.549 | 1,093 | C | 0.547 |
| 25TH ST | CORTEZ BLVD to VIRGINIA AVE | 529 | 23,633 | 2020 | 2,000 | 1,330 | C | 0.665 | 1,419 | C | 0.71 |
| 25TH ST | VIRIGINIA AVE to NEBRASKA AVE | 940015 | 22,000 | 2020 | 2,000 | 1,195 | C | 0.598 | 1,071 | C | 0.536 |
| 25TH ST | NEBRASKA AVE to OKEECHOBEE RD | 940015 | 22,000 | 2020 | 2,000 | 1,195 | C | 0.598 | 1,071 | C | 0.536 |
| 25TH ST | OKEECHOBEE RD to GEORGIA AVE | 609 | 21,500 | 2021 | 1,630 | 993 | D | 0.609 | 1,030 | D | 0.632 |
| 25TH ST | GEORGIA AVE to DELAWARE AVE | 609 | 21,500 | 2021 | 1,630 | 993 | D | 0.609 | 1,030 | D | 0.632 |
| 25TH ST | DELAWARE AVE to ORANGE AVE | 940014 | 20,200 | 2020 | 1,630 | 976 | D | 0.599 | 970 | D | 0.595 |
| 25TH ST | ORANGE AVE to AVENUE D | 610 | 17,459 | 2020 | 1,630 | 805 | D | 0.494 | 831 | D | 0.51 |
| 25TH ST | AVENUE D to AVENUE Q | 940050 | 18,900 | 2020 | 1,630 | 904 | D | 0.555 | 879 | D | 0.539 |
| 25TH ST | AVENUE Q to JUANITA AVE | 945152 | 17,200 | 2020 | 2,000 | 849 | C | 0.425 | 778 | C | 0.389 |
| 25TH ST | JUANITA AVE to ST LUCIE BLVD | 945165 | 9,400 | 2020 | 2,100 | 438 | C | 0.209 | 488 | C | 0.232 |
| 25TH ST | ST LUCIE BLVD to US 1 | 945165 | 9,400 | 2020 | 2,100 | 438 | C | 0.209 | 488 | C | 0.232 |
| 33RD ST | OKEECHOBEE RD to DELAWARE AVE | 611 | 6,647 | 2020 | 750 | 398 | D | 0.531 | 349 | C | 0.465 |
| 33RD ST | DELAWARE AVE to ORANGE AVE | 948507 | 6,000 | 2020 | 790 | 277 | C | 0.351 | 277 | C | 0.351 |
| 35TH ST | KIRBY LOOP RD to CORTEZ BLVD | 612 | 6,559 | 2020 | 540 | 517 | D | 0.957 | 422 | D | 0.781 |
| 35TH ST | CORTEZ BLVD to VIRGINIA AVE | 612 | 6,559 | 2020 | 790 | 517 | D | 0.654 | 422 | D | 0.534 |
| 35TH ST | VIRGINIA AVE to OKEECHOBEE RD | 613 | 4,500 | 2021 | 750 | 221 | C | 0.295 | 238 | C | 0.317 |
| 53RD ST | ANGLE RD to JUANITA AVE | 614 | 2,833 | 2016 | 540 | 151 | C | 0.28 | 167 | C | 0.309 |
| AE BACKUS AVE | 7TH ST to US 1 | 632 | 1,067 | 2017 | 750 | 72 | C | 0.096 | 84 | C | 0.112 |
| AIROSO BLVD | PORT ST LUCIE BLVD to THORNHILL DR | 303 | 17,605 | 2019 | 2,100 | 1,149 | C | 0.547 | 967 | C | 0.46 |
| AIROSO BLVD | THORNHILL DR to CROSSTOWN PKWY | 303 | 17,605 | 2019 | 2,100 | 1,149 | C | 0.547 | 967 | C | 0.46 |

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
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772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| GEORGIA AVE | OKEECHOBEE RD to 17TH ST | 667 | 4,778 | 2020 | 750 | 295 | C | 0.393 | 266 | C | 0.355 |
| GEORGIA AVE | 17TH ST to 13TH ST | 508 | 4,723 | 2019 | 600 | 263 | C | 0.438 | 267 | C | 0.445 |
| GEORGIA AVE | 13TH ST to 7TH ST | 506 | 2,165 | 2019 | 600 | 133 | C | 0.222 | 136 | C | 0.227 |
| GEORGIA AVE | 7TH ST to US 1 | 504 | 1,939 | 2019 | 600 | 122 | C | 0.203 | 135 | C | 0.225 |
| GILSON RD | MARTIN C.L. to BECKER RD | 111 | 10,500 | 2021 | 710 | 880 | F | 1.239 | 910 | F | 1.282 |
| GILSON RD | BECKER RD to LAKERIDGE DR | 111 | 10,500 | 2021 | 540 | 880 | F | 1.63 | 910 | F | 1.685 |
| GLADES CUT-OFF RD | RANGE LINE RD to RESERVE BLVD | 668 | 2,967 | 2017 | 1,070 | 209 | B | 0.195 | 264 | B | 0.247 |
| GLADES CUT-OFF RD | RESERVE BLVD to COMMERCE CENTER DR | 119 | 3,634 | 2016 | 1,070 | 336 | B | 0.314 | 336 | B | 0.314 |
| GLADES CUT-OFF RD | CARLTON RD to RANGE LINE RD | 668 | 2,967 | 2017 | 390 | 209 | B | 0.536 | 264 | C | 0.677 |
| GLADES CUT-OFF RD | COMMERCE CENTER DR to MIDWAY RD | 940279 | 3,400 | 2020 | 920 | 187 | C | 0.203 | 171 | C | 0.186 |
| GLADES CUT-OFF RD | MIDWAY RD to JENKINS RD | 115 | 8,500 | 2021 | 790 | 510 | D | 0.646 | 540 | D | 0.684 |
| GLADES CUT-OFF RD | JENKINS RD to SELVITZ RD | 113 | 6,575 | 2020 | 830 | 368 | C | 0.443 | 384 | C | 0.463 |
| GRAHAM RD | KINGS HWY to JENKINS RD | 669 | 3,833 | 2017 | 630 | 262 | C | 0.416 | 250 | C | 0.397 |
| GREEN RIVER PKWY | MARTIN C.L. to CHARLESTON DR | 319 | 5,700 | 2021 | 1,070 | 395 | C | 0.369 | 359 | B | 0.336 |
| GREEN RIVER PKWY | CHARLESTON DR to MELALEUCA BLVD | 319 | 5,700 | 2021 | 1,070 | 395 | C | 0.369 | 359 | B | 0.336 |
| GREEN RIVER PKWY | MELALEUCA BLVD to WALTON RD | 319 | 5,700 | 2021 | 1,070 | 395 | C | 0.369 | 359 | B | 0.336 |
| HARTMAN RD | OKEECHOBEE RD to PETERSON RD | 670 | 6,000 | 2021 | 750 | 286 | C | 0.381 | 280 | C | 0.373 |
| HARTMAN RD | PETERSON RD to DELAWARE AVE | 670 | 6,000 | 2021 | 540 | 286 | D | 0.53 | 280 | D | 0.519 |
| HARTMAN RD | DELAWARE AVE to ORANGE AVE | 670 | 6,000 | 2021 | 790 | 286 | C | 0.362 | 280 | C | 0.354 |
| HEADER CANAL RD | OKEECHOBEE RD to ORANGE AVE | 121 | 570 | 2019 | 670 | 47 | B | 0.07 | 57 | B | 0.085 |
| HILLMOOR DR | US 1 to LENNARD RD | 671 | 7,057 | 2019 | 790 | 366 | C | 0.463 | 465 | D | 0.589 |
| I-95 | GATLIN BLVD to ST LUCIE WEST BLVD | 941901 | 80,500 | 2020 | 5,500 | 4,122 | C | 0.749 | 3,723 | C | 0.677 |
| I-95 | ST LUCIE WEST BLVD to MIDWAY RD | 941904 | 66,431 | 2018 | 5,500 | 3,736 | C | 0.679 | 3,222 | B | 0.586 |
| I-95 | MIDWAY RD to OKEECHOBEE RD | 941902 | 79,206 | 2018 | 5,500 | 5,004 | D | 0.91 | 4,063 | C | 0.739 |
| I-95 | OKEECHOBEE RD to ORANGE AVE | 940260 | 60,386 | 2020 | 7,320 | 2,804 | B | 0.383 | 2,804 | B | 0.383 |

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## Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| MCCARTY RD | WILLIAMS RD to MIDWAY RD | 680 | 383 | 2017 | 540 | 33 | C | 0.061 | 36 | C | 0.067 |
| MCCARTY RD | MIDWAY RD to OKEECHOBEE RD | 681 | 391 | 2020 | 540 | 34 | C | 0.063 | 34 | C | 0.063 |
| MCNEIL RD | OKEECHOBEE RD to KIRBY LOOP RD | 682 | 6,480 | 2020 | 790 | 396 | D | 0.501 | 395 | D | 0.5 |
| MCNEIL RD | KIRBY LOOP RD to EDWARDS RD | 682 | 6,480 | 2020 | 540 | 396 | D | 0.733 | 395 | D | 0.731 |
| MELALEUCA BLVD | LENNARD RD to GREEN RIVER PKWY | 683 | 11,000 | 2021 | 920 | 647 | C | 0.703 | 617 | C | 0.671 |
| MIDWAY RD | EAST TORINO PKWY to MILNER DR | 134 | 20,500 | 2021 | 880 | 1,001 | F | 1.137 | 1,053 | F | 1.197 |
| MIDWAY RD | MILNER DR to W OF SELVITZ RD | 134 | 20,500 | 2021 | 790 | 1,001 | F | 1.267 | 1,053 | F | 1.333 |
| MIDWAY RD | OKEECHOBEE RD to SHINN RD | 940732 | 8,400 | 2020 | 760 | 408 | C | 0.537 | 519 | C | 0.683 |
| MIDWAY RD | SHINN RD to MCCARTY RD | 940732 | 8,400 | 2020 | 630 | 408 | C | 0.648 | 519 | C | 0.824 |
| MIDWAY RD | MCCARTY RD to I-95 | 940732 | 8,400 | 2020 | 700 | 408 | C | 0.583 | 519 | C | 0.741 |
| MIDWAY RD | I-95 to GLADES CUT-OFF RD | 945140 | 19,400 | 2020 | 2,100 | 899 | C | 0.428 | 996 | C | 0.474 |
| MIDWAY RD | GLADES CUT-OFF RD to EAST TORINO PKWY | 228 | 20,000 | 2021 | 2,100 | 1,056 | C | 0.503 | 1,087 | C | 0.518 |
| MIDWAY RD | W OF SELVITZ RD to SELVITZ RD | 134 | 20,500 | 2021 | 920 | 1,001 | F | 1.088 | 1,053 | F | 1.145 |
| MIDWAY RD | SELVITZ RD to CHRISTENSEN RD | 132 | 16,500 | 2021 | 920 | 793 | C | 0.862 | 756 | C | 0.822 |
| MIDWAY RD | CHRISTENSEN RD to 25TH ST | 132 | 16,500 | 2021 | 840 | 793 | E | 0.944 | 756 | D | 0.9 |
| MIDWAY RD | 25TH ST to SUNRISE BLVD | 130 | 18,855 | 2016 | 840 | 1,029 | F | 1.225 | 945 | F | 1.125 |
| MIDWAY RD | SUNRISE BLVD to OLEANDER AVE | 130 | 18,855 | 2016 | 840 | 1,029 | F | 1.225 | 945 | F | 1.125 |
| MIDWAY RD | OLEANDER AVE to US 1 | 242 | 15,197 | 2016 | 840 | 802 | E | 0.955 | 794 | E | 0.945 |
| MIDWAY RD | US 1 to WALLACE ST | 940023 | 3,600 | 2020 | 840 | 196 | C | 0.233 | 216 | C | 0.257 |
| MIDWAY RD | WALLACE ST to WEATHERBEE RD | 940023 | 3,600 | 2020 | 920 | 196 | C | 0.213 | 216 | C | 0.235 |
| MIDWAY RD | WEATHERBEE RD to INDIAN RIVER DR | 940023 | 3,600 | 2020 | 630 | 196 | C | 0.311 | 216 | C | 0.343 |
| MORNINGSIDE BLVD | WESTMORELAND BLVD to PORT ST LUCIE BLVD | 333 | 2,577 | 2017 | 920 | 155 | C | 0.168 | 148 | C | 0.161 |
| MORNINGSIDE BLVD | PORT ST LUCIE BLVD to LYNGATE DR | 331 | 3,910 | 2020 | 880 | 311 | C | 0.353 | 330 | C | 0.375 |
| NEBRASKA AVE | 25TH ST to 13TH ST | 684 | 3,733 | 2017 | 1,710 | 232 | C | 0.136 | 196 | C | 0.115 |
| OAKRIDGE DR | MOUNTWELL ST to OAKLYN ST | 621 | 6,623 | 2019 | 700 | 412 | C | 0.589 | 358 | C | 0.511 |

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**Traffic Counts and Level of Service Report**
**2021**

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| PORT ST LUCIE BLVD | MORNINGSIDE BLVD to US 1 | 945072 | 33,000 | 2020 | 3,170 | 2,399 | C | 0.757 | 1,496 | C | 0.472 |
| PRIMA VISTA BLVD | BAYSHORE BLVD to AIROSO BLVD | 314 | 24,000 | 2021 | 2,100 | 1,055 | C | 0.502 | 1,157 | C | 0.551 |
| PRIMA VISTA BLVD | AIROSO BLVD to FLORESTA DR | 150 | 20,000 | 2021 | 2,100 | 850 | C | 0.405 | 843 | C | 0.401 |
| PRIMA VISTA BLVD | FLORESTA DR to NARANJA AVE | 148 | 26,500 | 2021 | 2,100 | 1,525 | C | 0.726 | 1,451 | C | 0.691 |
| PRIMA VISTA BLVD | NARANJA AVE to RIO MAR DR | 148 | 26,500 | 2021 | 2,000 | 1,525 | C | 0.763 | 1,451 | C | 0.726 |
| PRIMA VISTA BLVD | RIO MAR DR to US 1 | 146 | 17,500 | 2021 | 2,100 | 911 | C | 0.434 | 824 | C | 0.392 |
| PRIMA VISTA BLVD | US 1 to LENNARD RD | 699 | 8,500 | 2021 | 1,790 | 459 | C | 0.256 | 437 | C | 0.244 |
| RANGE LINE RD | MARTIN C.L. to BECKER RD | 145 | 1,767 | 2019 | 1,080 | 118 | B | 0.109 | 118 | B | 0.109 |
| RANGE LINE RD | BECKER RD to 2 MI S OF GLADES CUT-OFF RD | 145 | 1,767 | 2019 | 1,080 | 118 | B | 0.109 | 118 | B | 0.109 |
| RANGE LINE RD | 2 MI S OF GLADES CUT-OFF RD to GLADES CUT-OF... | 145 | 1,767 | 2019 | 1,080 | 118 | B | 0.109 | 118 | B | 0.109 |
| RIO MAR DR | PRIMA VISTA BLVD to BEACH AVE | 147 | 5,856 | 2020 | 750 | 362 | C | 0.483 | 380 | D | 0.507 |
| RIO MAR DR | BEACH AVE to US 1 | 147 | 5,856 | 2020 | 790 | 362 | C | 0.458 | 380 | C | 0.481 |
| ROSSER BLVD | APRICOT RD to GATLIN BLVD | 948510 | 4,400 | 2020 | 920 | 203 | C | 0.221 | 203 | C | 0.221 |
| ROSSER BLVD | PAAR DR to APRICOT RD | 948510 | 4,400 | 2020 | 1,070 | 203 | B | 0.19 | 203 | B | 0.19 |
| SAVONA BLVD | BECKER RD to PAAR DR | 236 | 9,200 | 2021 | 790 | 819 | E | 1.037 | 736 | D | 0.932 |
| SAVONA BLVD | PAAR DR to GATLIN BLVD | 236 | 9,200 | 2021 | 750 | 819 | F | 1.092 | 736 | D | 0.981 |
| SAVONA BLVD | GATLIN BLVD to CALIFORNIA BLVD | 702 | 13,000 | 2021 | 790 | 603 | D | 0.763 | 636 | D | 0.805 |
| SAVAGE BLVD | GATLIN BLVD to GALIANO RD | 168 | 4,030 | 2018 | 920 | 265 | C | 0.288 | 214 | C | 0.233 |
| SAVANNAH RD | US 1 to INDIAN RIVER DR | 514 | 2,178 | 2019 | 540 | 155 | C | 0.287 | 152 | C | 0.281 |
| SELVITZ RD | BAYSHORE BLVD to ST JAMES BLVD | 948501 | 8,600 | 2020 | 750 | 419 | D | 0.559 | 419 | D | 0.559 |
| SELVITZ RD | ST JAMES BLVD to MIDWAY RD | 948501 | 8,600 | 2020 | 750 | 419 | D | 0.559 | 419 | D | 0.559 |
| SELVITZ RD | MIDWAY RD to GLADES CUT-OFF RD - minor arterial - 880 capacity | 703 | 8,600 | 2021 | ~~700~~ | 504 | C | 0.72 | 508 | C | 0.726 |
| SELVITZ RD | GLADES CUT-OFF RD to EDWARDS RD | 704 | 13,500 | 2021 | 790 | 715 | D | 0.905 | 713 | D | 0.903 |
| SHINN RD | MIDWAY RD to OKEECHOBEE RD | 705 | 800 | 2017 | 580 | 53 | C | 0.091 | 50 | C | 0.086 |
| SHINN RD | OKEECHOBEE RD to ORANGE AVE | 149 | 804 | 2019 | 1,080 | 60 | B | 0.056 | 61 | B | 0.056 |

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## Traffic Counts and Level of Service Report 2021

| Roadway Name | Location | STATION ID | AADT | Last Count Year | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| SNEED RD | OKEECHOBEE RD to ORANGE AVE | 151 | 1,080 | 2019 | 670 | 68 | B | 0.101 | 83 | B | 0.124 |
| SOUTHBEND BLVD | BECKER RD to FLORESTA DR | 337 | 16,500 | 2021 | 790 | 832 | E | 1.053 | 900 | F | 1.139 |
| SR A1A NORTH | US 1 to OLD DIXIE HWY | 940709 | 10,400 | 2020 | 920 | 596 | C | 0.648 | 597 | C | 0.649 |
| SR A1A NORTH | OLD DIXIE HWY to N HWY A1A | 706 | 10,500 | 2021 | 920 | 593 | C | 0.645 | 628 | C | 0.683 |
| SR A1A NORTH | SHOREWINDS DR to INDIAN RIVER C.L. | 940114 | 7,800 | 2020 | 920 | 353 | C | 0.384 | 387 | C | 0.421 |
| SR A1A SOUTH | NETTLES ISLAND to FPL PLANT | 940719 | 3,700 | 2020 | 920 | 188 | C | 0.204 | 169 | C | 0.184 |
| SR A1A SOUTH | FPL PLANT to BLUE HERON BLVD | 940116 | 3,500 | 2020 | 700 | 283 | C | 0.404 | 227 | C | 0.324 |
| SR A1A SOUTH | BLUE HERON BLVD to SEAWAY DR | 945016 | 8,100 | 2020 | 600 | 375 | D | 0.625 | 449 | D | 0.748 |
| SR A1A SOUTH | OCEAN DR to BINNEY DR | 940115 | 15,000 | 2020 | 600 | 679 | F | 1.132 | 710 | F | 1.183 |
| SR A1A SOUTH | BINNEY DR to S CAUSEWAY PARK | 940115 | 15,000 | 2020 | 790 | 679 | D | 0.859 | 710 | D | 0.899 |
| SR A1A SOUTH | S CAUSEWAY PARK to INDIAN RIVER DR | 940711 | 11,700 | 2020 | 1,550 | 585 | C | 0.377 | 529 | C | 0.341 |
| SR A1A SOUTH | INDIAN RIVER DR to US 1 | 940711 | 11,700 | 2020 | 1,710 | 585 | C | 0.342 | 529 | C | 0.309 |
| ST JAMES DR | AIROSO BLVD to ST JAMES BLVD | 172 | 18,439 | 2020 | 2,100 | 1,261 | C | 0.6 | 1,216 | C | 0.579 |
| ST JAMES DR | ST JAMES BLVD to PEACHTREE BLVD | 239 | 18,796 | 2020 | 2,100 | 1,330 | C | 0.633 | 1,287 | C | 0.613 |
| ST JAMES DR | PEACHTREE BLVD to TELFORD AVE | 172 | 18,439 | 2020 | 1,800 | 1,261 | C | 0.701 | 1,216 | C | 0.676 |
| ST JAMES DR | TELFORD AVE to MIDWAY RD | 345 | 23,363 | 2020 | 2,100 | 1,424 | C | 0.678 | 1,405 | C | 0.669 |
| ST JAMES BLVD | SELVITZ RD to ST JAMES DR | 707 | 4,900 | 2021 | 790 | 272 | C | 0.344 | 272 | C | 0.344 |
| ST LUCIE BLVD | KINGS HWY to KEEN RD | 156 | 6,700 | 2021 | 880 | 448 | C | 0.509 | 492 | C | 0.559 |
| ST LUCIE BLVD | KEEN RD to 25TH ST | 156 | 6,700 | 2021 | 880 | 448 | C | 0.509 | 492 | C | 0.559 |
| ST LUCIE BLVD | 25TH ST to SENECA AVE | 940270 | 5,100 | 2020 | 800 | 233 | C | 0.291 | 236 | C | 0.295 |
| ST LUCIE BLVD | SENECA AVE to US 1 | 940270 | 5,100 | 2020 | 840 | 233 | C | 0.277 | 236 | C | 0.281 |
| ST LUCIE WEST BLVD | COMMERCE CENTER DR to W OF I-95 | 152 | 15,000 | 2021 | 700 | 689 | D | 0.984 | 704 | F | 1.01 |
| ST LUCIE WEST BLVD | I-95 to CALIFORNIA BLVD | 318 | 39,000 | 2021 | 2,100 | 1,840 | C | 0.876 | 1,840 | C | 0.876 |
| ST LUCIE WEST BLVD | CALIFORNIA BLVD to COUNTRY CLUB DR | 318 | 39,000 | 2021 | 2,100 | 1,840 | C | 0.876 | 1,840 | C | 0.876 |
| ST LUCIE WEST BLVD | COUNTRY CLUB DR to CASHMERE BLVD | 318 | 39,000 | 2021 | 2,100 | 1,840 | C | 0.876 | 1,840 | C | 0.876 |

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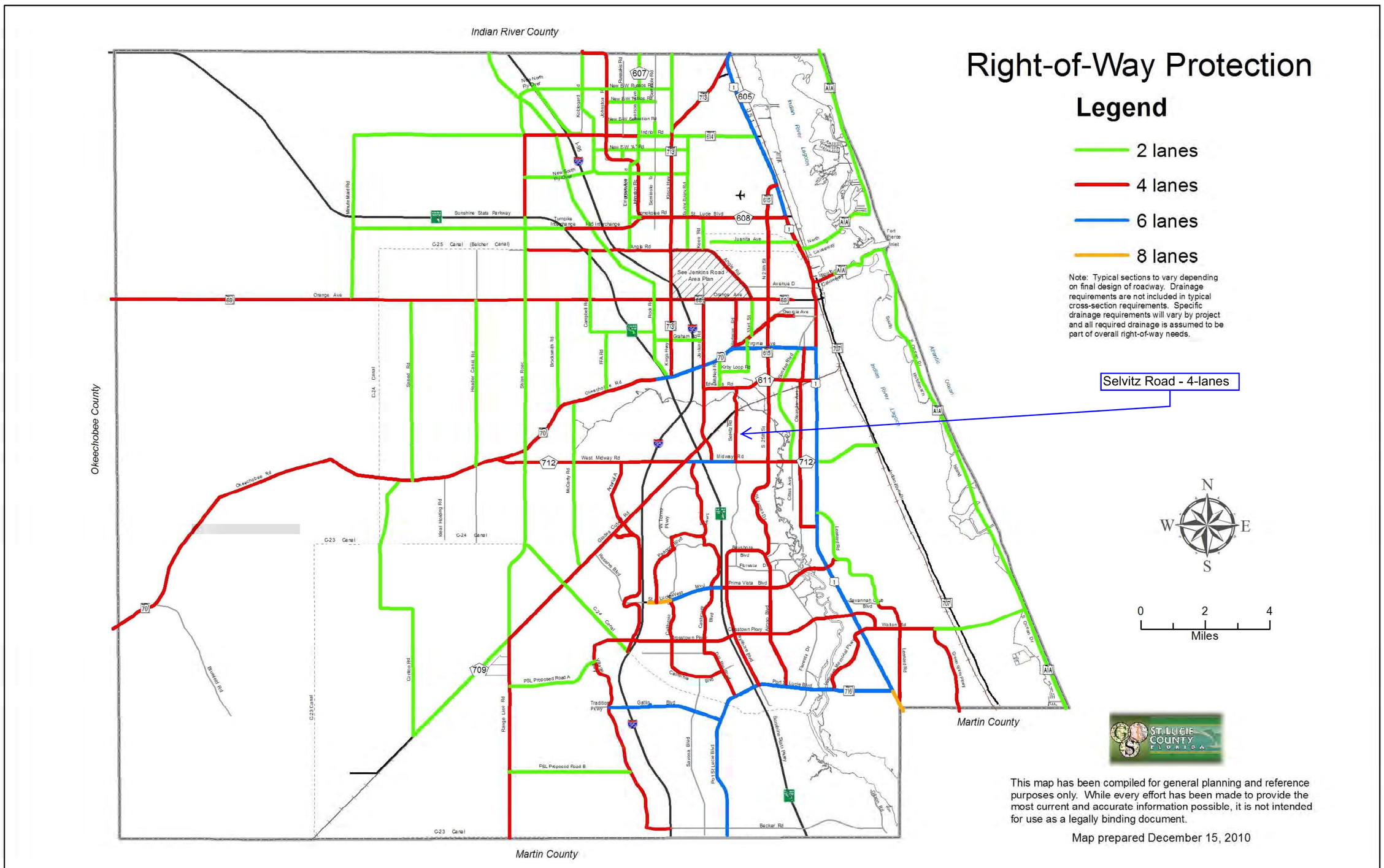
Indian River County
Okeechobee County
Martin County
Martin County
Right-of-Way Protection
Legend
2 lanes
4 lanes
6 lanes
8 lanes
Note: Typical sections to vary depending on final design of roadway. Drainage requirements are not included in typical cross-section requirements. Specific drainage requirements will vary by project and all required drainage is assumed to be part of overall right-of-way needs.
Selvitz Road - 4-lanes
See Jenkins Road Area Plan
PSL Proposed Road A
PSL Proposed Road B
N
W
E
S
0
2
4
Miles
ST. LUCIE COUNTY FLORIDA
This map has been compiled for general planning and reference purposes only. While every effort has been made to provide the most current and accurate information possible, it is not intended for use as a legally binding document.
Map prepared December 15, 2010

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
# CAPACITY ANALYSIS

## I. Site Data:

| | Existing Use | Future Land Use | Zoning |
|---|---|---|---|
| **North** | Industrial | HI | I-3 |
| **South** | Residential, Institutional | RS (SLC), INST | AR-1 (SLC), OS-1 |
| **East** | Residential | RL, RS (SLC) | PD, AR-1 (SLC) |
| **West** | Vacant | I | I-1 |

| | Future Land Use | Zoning Classification | Maximum Intensity<br>Residential: Dwelling Units per Acre<br>Other: Square Footage | Total Acreage | Flood Zone |
|---|---|---|---|---|---|
| **Current** | RL | R-1 | <4 du/ac | 122.8 | X |
| ****Proposed** | MXD | PD | Gross 4.85 du/ac | 122.8 | 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)<br>Other: 0.125 gallons per day per square foot 0.125 x 678,229 = 84,779 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| Current Zoning/FLU | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| **Proposed Zoning/FLU | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 84,779 (ind) = 239,479 gpd |
| **Change in Demand | Total gallons per day 111,819 gpd proposed increase |

| **B. Wastewater:** | |
|---|---|
| Average Use | Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand)<br>Other: 0.1 gallons per day per square foot 0.1 x 678,229 sf = 67,823 |
| Demand Analysis | Maximum 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| Current Zoning/FLU | Total gallons per day 491 units x 2.6 = 1,277 persons x 100 gpd = 127,660 gpd |
| **Proposed Zoning/FLU | Total gallons per day 595 units x 2.6 = 1,547 persons x 100 gpd = 154,700 gpd (res) + 67,823 (ind) = 222,523 gpd |
| **Change in Demand | Total gallons per day 94,863 gpd proposed increase |

**C. Parks and Recreation (Residential Classifications Only):** 1,547 + 44,227 = 45,774
(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 | 0 | 30.940 | 30.94 |
| **Urban District** | 5 acres per 1,000 people | 0 | 7.735 | 7.735 |
| **Community** | 2.5 acres per 1,000 people | 0 | 3.867 | 3.867 |
| **Neighborhood** | 1.36 acres per 1,000 people | 0 | 2.104 | 2.104 |

**D. Public Schools (Residential Classifications Only):** SF: 244du
Single Family: (du x 0.405 = students/70% K-8/30% High) MF: 351du
Multi-family: (du x 0.207 = students/70% K-8/30% High)

| | K-8 | High |
|---|---|---|
| **School Name** | West Gate K-8 School | Fort Pierce High School |
| **City** | Port St. Lucie | Fort Pierce |
| **Distance** | 5.8 miles | 2.7 miles |
| **Current Zoning/FLU Enrollment Demand** | 491 units x 0.405 = 199 students x 70% = 139 | 491 units x 0.405 = 199 students x 30% = 60 |
| ****Proposed Zoning/FLU Enrollment Demand** | (244 x 0.405)+(351 x 0.207) = 172 students x 70% = 120 | (244 x 0.405)+(351 x 0.207) = 172 students x 30% = 52 |
| ****Change in Demand** | -19 | -8 |

| **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** | 66 yards serve 491 |
| ****Proposed Zoning/FLU** | 79 yards serves 565 |
| ***Change in Demand** | 13 yards |

**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** | TBD |

## III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

| **G. Transportation Analysis: Complete ITE Trip Generation Data Form**<br>Most recent ITE Code for use; HCM Roadway Capacity | | |
|---|---|---|
| | **AADT** | **AM/PM Peak Hour Trips** |
| **Demand Analysis** | Maximum | Maximum |
| **Current Zoning/FLU** | 4116 | 299/418 |
| ****Proposed Zoning/FLU** | 6375 | 496/536 |
| ***Change in Demand** | Trips 2259 | Trips 197/118 |
| **Impact to Capacity** | Capacity is adequate for rezoning | |

## 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: 595 | Single Family: 244 | Multifamily: 351 | |
| Non-residential (square footage): 686,070 | | | |
| Mixed-use (describe use): Site will be residential (107.05) and industrial (15.75ac) | | | |
| (If this is a single phase project, name it Phase I – Total) Phase 1 - Total | | | |

| **RESIDENTIAL DATA** | | | | | |
|---|---|---|---|---|---|
| **Type** | **Phase** | **Number of Units** | **Acres** | **Expected beginning date** | **Expected completion date** |
| Single-family, detached | 2 | 244 | 81.29 | TBD | TBD |
| Single-family, attached | 1 | 66 | 6.76 | 2023 | 2024 |
| Multi-family | 3 | 285 | 19 | TBD | TBD |
| Other (specify) | | | | | |

| NON-RESIDENTIAL DATA | | | | | |
|---|---|---|---|---|---|
| **Type(s) specify** | **Phase** | **Square footage** | **Acres** | **Expecting beginning date** | **Expected completion date** |
| Light Industrial | 4 | 686,070 | 15.75 | TBD | TBD |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

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JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

September 7, 2022

Vennis Gilmore
Planning Department
100 North US 1
Fort Pierce, FL 34950
772-467-3741
vgilmore@cityoffortpierce.com

**Subject: Selvitz Road Mixed Use – Drainage Statement**

Dear Vennis,

Please accept this drainage statement for the Selvitz Road mixed use project, located at 4300 Selvitz Road in Fort Pierce. Per the South Florida Water Management District Environmental Resource Permit issued in September 2016, permit number 56-03396-P, the site has no discharge and will retain 100% of its stormwater runoff. Future development will be engineered to ensure runoff is appropriately drained and will not affect surrounding properties.

If you have any questions about this application, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

October 20, 2022

Vennis Gilmore
Planning Department
100 North US 1
Fort Pierce, FL 34950
772-467-3741
vgilmore@cityoffortpierce.com

**Subject: Selvitz Road Mixed Use – Historical Report**

Dear Vennis,

Please accept this as the historical report required for the Rezoning Application.

## Introduction

The 122.8-acre site is comprised of three parcels, identified by Parcel IDs 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4. Located between Selvitz Road, Devine Road, Christensen Road, and Canal No. 101, the property is surrounded by a variety of land uses, including residential, institutional, industrial, and public uses. For this reason, the site is at an optimal setting to have its R-1 zoning designation amended to PUD concurrently with a land use amendment from RL to MXD, so it can be developed with a variety of uses and zoning designations to provide adequate buffering and transitioning to and from surrounding properties.

## History

The site was once permitted for sand mining operations, which have since expired and the site is no longer being used for mining. These operations resulted in the large square-shaped lake in the western corner of the site. The site is now vacant site with no listed species or native habitat.

## Context of Surroundings

As shown in Figure 1 below, the site (in yellow) is at the edge of the Fort Pierce city limits and abuts both Fort Pierce and St. Lucie County properties. It is also in close proximity to the Port St. Lucie boundary. This causes the adjacent land uses and zoning districts to be designated by both Fort Pierce and St. Lucie County. Figure 2 shows the existing land use designations from both municipalities, and Figure 3 shows the existing zoning designations.

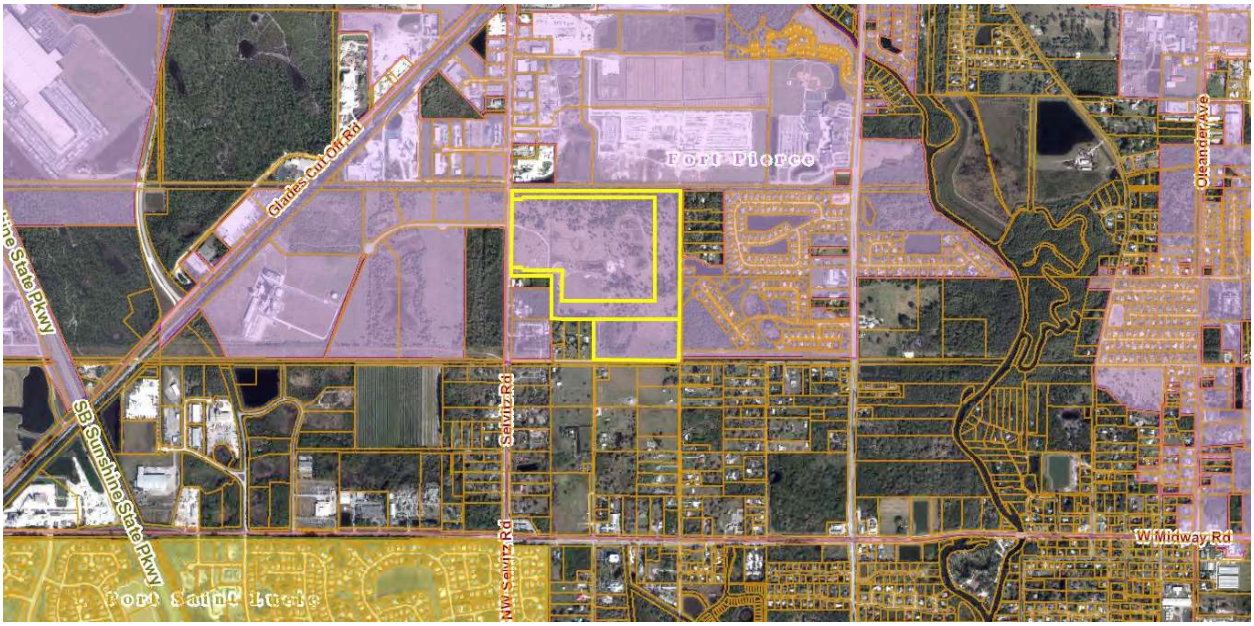


Figure 1 Municipal Boundaries

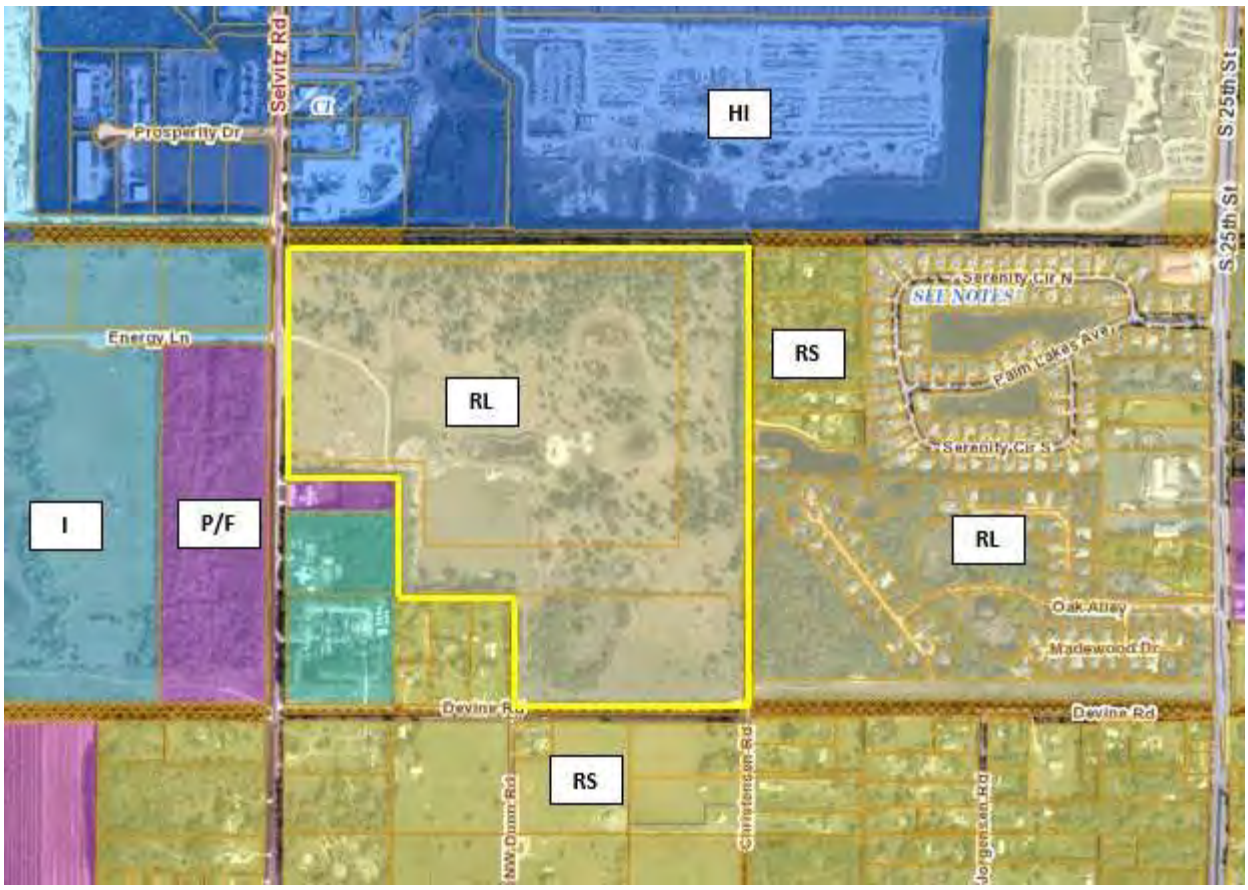


Figure 2 Existing Land Use Designations (FP and SLC)

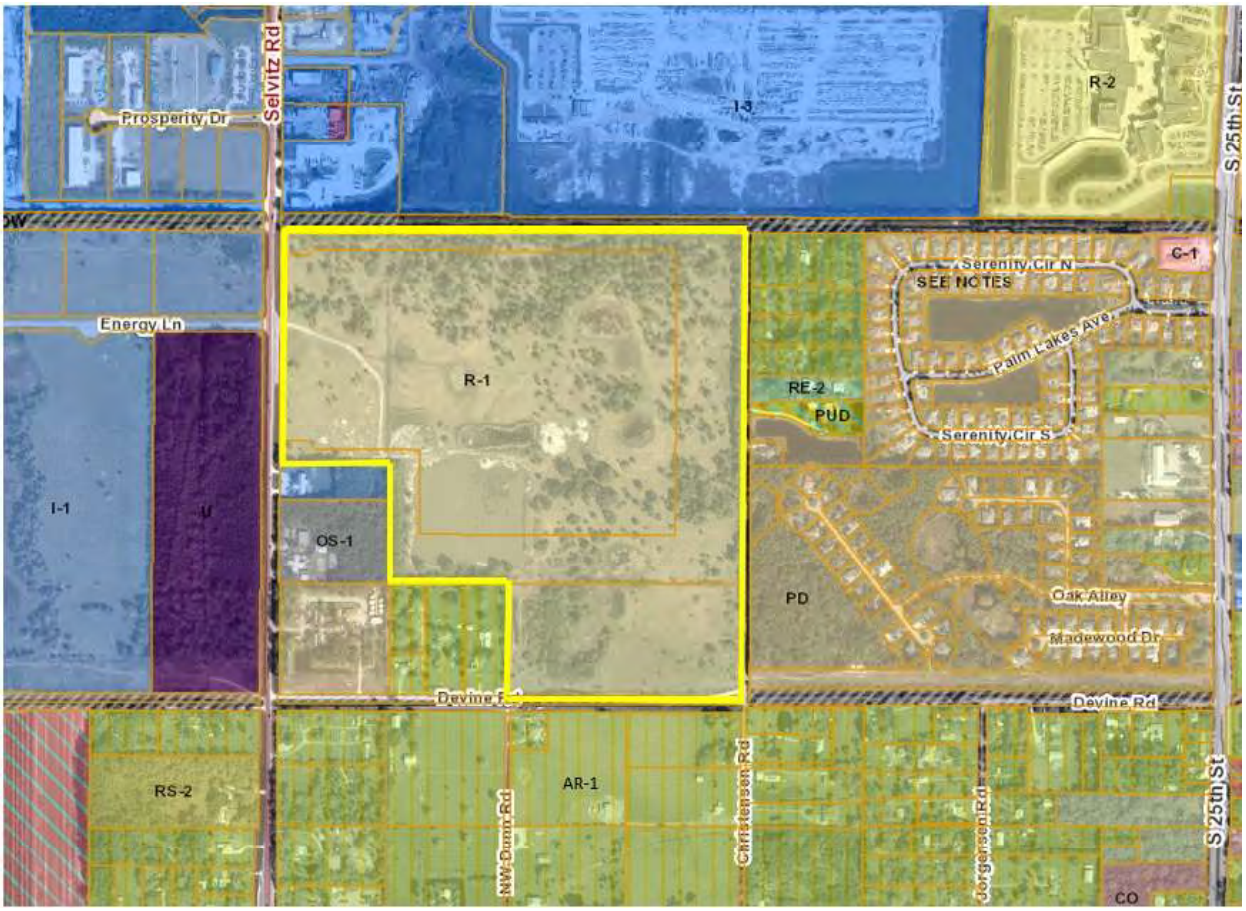

Figure 3 Existing Land Use Designations (FP and SLC)

## Environmental

Per SFWMD Environmental Resource Permit 56-03396-P dated September 2016, there are some wetlands on site. As stated in the Environmental Report prepared by Advanced Restoration Ecology in July 2022, some of these wetlands are still existing and will be adequately mitigated for if impacted by future development. Nevertheless, there are no other environmentally sensitive areas or characteristics onsite. No listed plant or animal species were observed during the pedestrian transaction visit and evaluation. Additionally, the site is composed primarily of pasture land and no native upland habitat was found onsite.

## Traffic

A traffic report was conducted by MacKenzie Engineering dated September 29, 2022, to calculate the changes in daily trips expected from this development. For the Future Land Use Designation of MXD, using its maximum allowable density of 15 dwelling units per acre, the increase of daily trips increases from the existing 6,038 trips to 69,067 trips. However, with a more accurate depiction of the uses, densities, and intensities being proposed in the PD rezoning application, the values used to calculate the rezoning effects on traffic are more indicative of the true change. Using these values, the increase in daily trips shifts to only 6,375 trips - a difference of 337 from the existing zoning designation. With this in mind, all roadway segments included in the analysis are projected to operate acceptably with the proposed development,

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except Midway Road from East Torino Parkway to Jenkins Road/Milner Road. The road is currently failing at its existing conditions; therefore, it is the responsibility of the maintaining agency to correct this deficiency, and not that of the applicant.

### Adequate Public Facilities

The site is located in an already developed area, therefore the basic infrastructure is already in place to serve the proposed land use. As an infill development surrounded by various uses, the project site has efficient access to a number of public facilities and future residents' daily necessities, including the proximity to the US-1 commercial corridor less than three miles from the project location. In addition to the available water, wastewater, electric, and waste management services existing in the area, the map below shows the project site and existing uses/services within a three-mile radius. Within this radius, the site has access to a high, middle, and elementary school, two grocery stores, a fire station, sheriff's department, post office, and several other services and uses to meet resident's needs.

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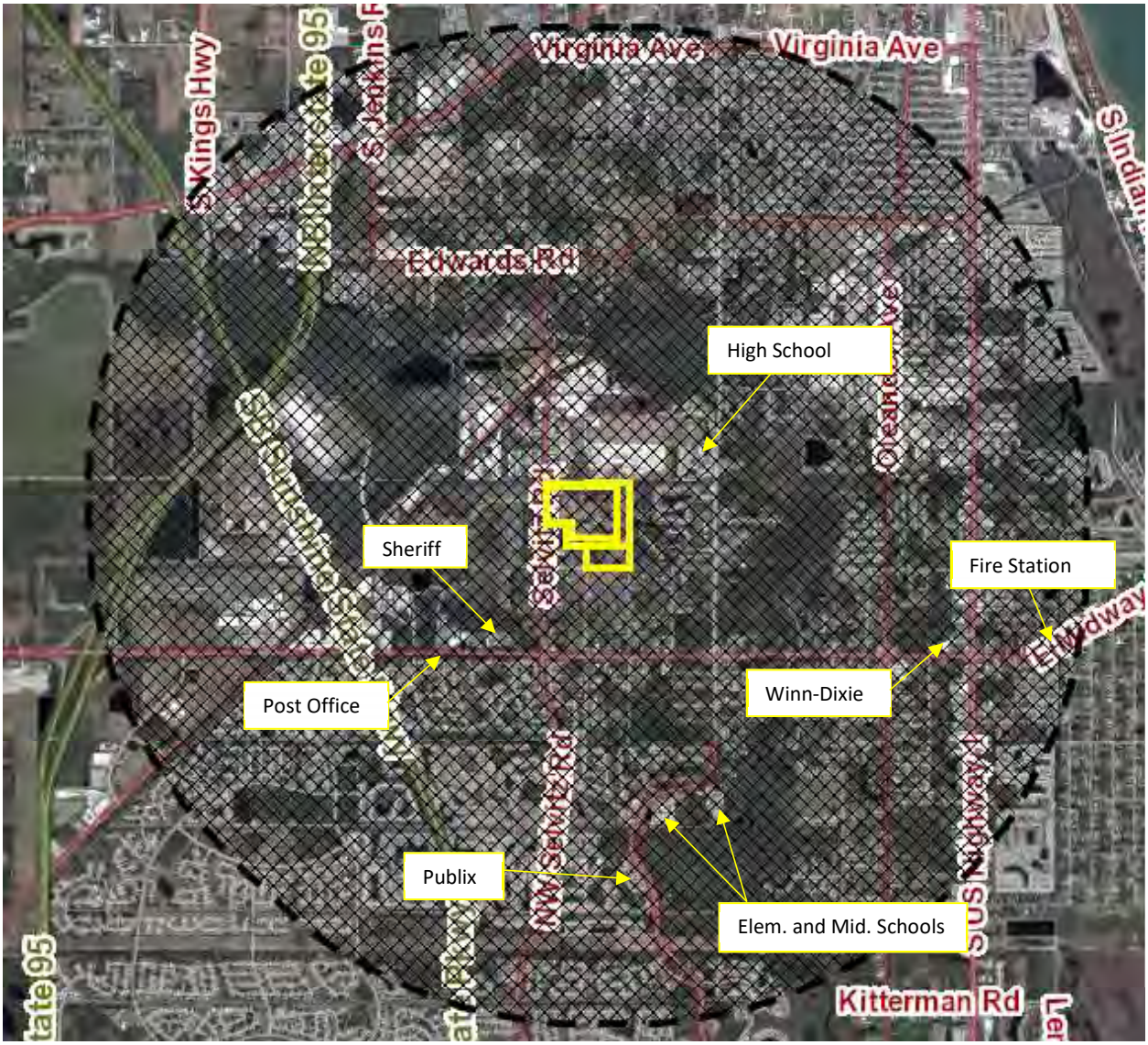



If you have any questions about this application, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,

Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

## SITE DATA

| | | | | | |
|---|---|---|---|---|---|
| **EXISTING LAND USE** | RL | **PROPOSED LAND USE** | MXD | **FLOOD ZONE** | X |
| **EXISTING ZONING** | R-1 | **PROPOSED ZONING** | PD | **UTILITY PROVIDER** | FPUA |
| **SITE ACREAGE** | 122.80 | | | | |

**PARCEL NUMBERS**

| | |
|---|---|
| PARCEL 1 | 2432-211-0006-000-3 |
| PARCEL 2 | 2432-211-0005-000-6 |
| PARCEL 3 | 2432-343-0001-000-4 |

| **POD BREAKOUT** | **ACREAGE** | **PRIMARY USE** |
|---|---|---|
| POD 1 | 81.29 | RESIDENTIAL |
| POD 2 | 6.76 | RESIDENTIAL |
| POD 3 | 19.00 | RESIDENTIAL |
| POD 4 | 4.98 | LIGHT INDUSTRIAL |
| POD 5 | 10.76 | LIGHT INDUSTRIAL |

**DWELLING UNITS**

| | |
|---|---|
| PROPOSED UNITS | 799 |
| MAX GROSS DU/AC | 7.5DU |

**OPEN SPACE CALCULATIONS**

| | |
|---|---|
| REQUIRED (20%) | 24.56 AC |
| LAKES | 14 AC MINIMUM |
| LANDSCAPE AREA | 3 AC MINIMUM |
| OTHER | 7.56 AC MINIMUM |

**POD 1 DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 DATA**

| | |
|---|---|
| ACREAGE | 6.76 |
| DWELLING UNITS | 74 |
| DU/AC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | 17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGE | 60% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 DATA**

| | |
|---|---|
| ACREAGE | 10.76 |
| BUILDING COVERAGE | 60% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERV | 10% MIN |

**PERMITTED RESIDENTIAL UNIT TYPES**
MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**RESIDENTIAL DEVELOPMENT STANDARDS**

| | TOWNHOMES | VILLAS | TRIPLEX | COTTAGES | QUADRAPLEX | 40' LOT | 50' LOT |
|---|---|---|---|---|---|---|---|
| MINIMUM LOT SIZE | 1520 | 2875 | 2875 | 2875 | 2875 | 4600 | 5750 |
| MINIMUM LOT DEPTH | 95 | 115 | 115 | 115 | 115 | 115 | 115 |
| MINIMUM LOT WIDTH | 16 | 25 | 25 | 25 | 25 | 40 | 50 |
| MINIMUM LOT COVERAGE | N/A | 80% | 80% | 80% | 80% | 80% | 80% |
| MINIMUM FRONT SETBACK | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| FOR SIDELOAD GARAGE | 10 | | | | | | |
| MINIMUM SIDE SETBACK | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| MINIMUM SIDE SETBACK (CORNER) | | | | | | 15 | 15 |
| MINIMUM REAR SETBACK | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| MINIMUM BUILDING HEIGHT | 35' | 35' | 35' | 35' | 35' | 35' | 35' |

**MULTI-FAMILY APARTMENT STANDARDS**

| | |
|---|---|
| BUILDING SPACING | 15' MIN BETWEEN BUILDINGS |
| BUILDING HEIGHT | 50' MAXIMUM |

**INDUSTRIAL DEVELOPMENT STANDARDS**
* ALL USES ALLOWED IN LIGHT INDUSTRIAL USES PER CITY OF FT.PIERCE, AS WELL AS RV & BOAT STORAGE/SELF STORAGE.

**NOTE:**
*MINIMUM CUL DE SAC RADIUS IS 50' TO THE EDGE OF PAVEMENT.
*SEPARATE SITE PLANS WILL BE REQUIRED FOR EACH POD AT TIME OF FINAL DEVELOPMENT APPROVAL.

## PARKING

**APARTMENTS:** 1 SPACE PER 1 BD
2 SPACES PER 2,3 BD

**OTHER RESIDENTIAL:** 2 SPACES PER UNIT

**LIGHT INDUSTRIAL:** REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE

## LEGAL DESCRIPTION

**SELVITZ I, LLC**
TRACT AA PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINTOF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET;THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

**SELVITZ II, LLC**

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4,ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCENORTH 45°01'46' EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36' WEST, A DISTANCE OF 70.71 FEET;THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

**SELVITZ III, LLC**

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THERE FROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

**CONTAINING**: 5,349168 SQUARE FEET OR 122.8 ACRES, MORE OR LESS.

## TRAFFIC STATEMENT

ALL OF THE ROADWAY SEGMENTS ARE PROJECTED TO OPERATE ACCEPTABLY WITH THE PROPOSED REZONING EXCEPT MIDWAY ROAD FROM EAST TORINO PARKWAY TO JENKINS ROAD/MILNER ROAD. BECAUSE THIS ROAD IS FAILING IN THE EXISTING/BACKGROUND CONDITION, IT IS THE RESPONSIBILITY OF THE MAINTAINING AGENCY TO CORRECT THE EXISTING DEFICIENCY AND IT IS NOT A RESPONSIBILITY OF THE APPLICANT (CHAPTER 163.3180 (5) F.S.). THEREFORE, THE PROPOSED REZONING MEETS THE TRANSPORTATION REQUIREMENTS OF THE CITY'S CODE.

## DRAINAGE STATEMENT

PER THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT ISSUED IN SEPTEMBER 2016, PERMIT NUMBER 56-03396-P, THE SITE HAS NO DISCHARGE AND WILL RETAIN 100% OF ITS STORMWATER RUNOFF, FUTURE DEVELOPMENT WILL BE ENGINEERED TO ENSURE RUNOFF IS APPROPRIATELY DRAINED AND WILL NOT AFFECT SURROUNDING PROPERTIES.

ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 119 AND 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

## PROJECT TEAM

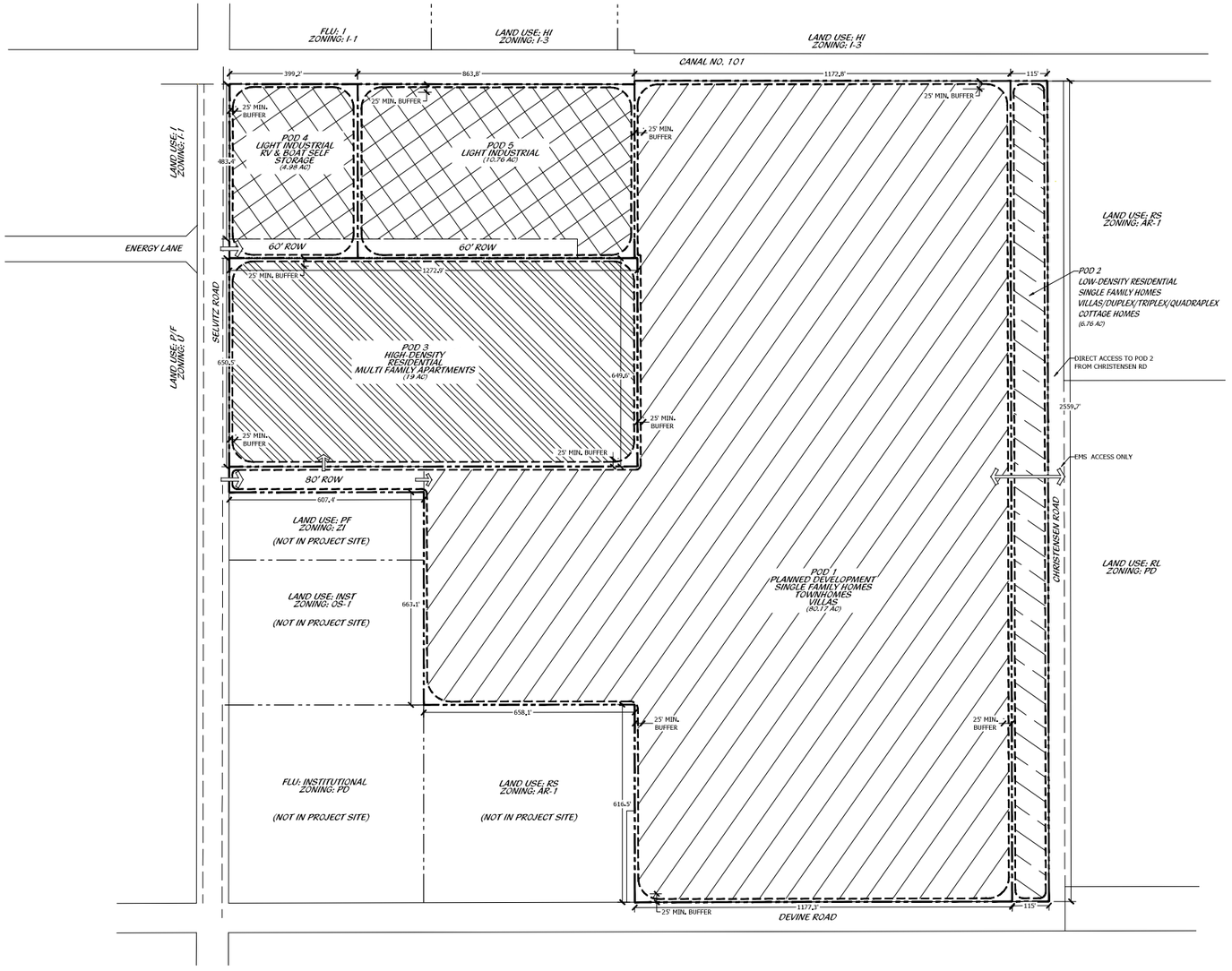

**OWNER/CLIENT:**
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

**AGENT/LANDSCAPE ARCHITECT/PLANNER:**
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

**SURVEYOR:**
DAVID LIDBERG
LIDBERG LAND SURVEYING
675 WEST INDIANTOWN RD, SUITE 200
JUPITER, FL 33458
561.746.8454

**ENVIRONMENTAL:**
DREW GATEWOOD
ADVANCED RESTORATION ECOLOGY
2593 NE ROBERTA ST
JENSON BEACH, FL 34957
772.242.7200

**TRAFFIC:**
SHAUN MACKENZIE
MACKENZIE ENGINEERING AND PLANNING
1172 SW 30TH ST, SUITE 500
PALM CITY, FL 34910
772.286.8030


## LEGEND

**LIGHT INDUSTRIAL**
INCLUDING SELF-STORAGE FACILITIES

***ACCESS POINT**

**RESIDENTIAL**
INCLUDING NEIGHBORHOODS OF HOUSING, WHICH NEIGHBORHOOD MAY ALSO CONTAIN SCHOOLS, PARKS, PLACES OF WORSHIP AND CIVIC FACILITIES ESSENTIAL TO THE DAILY LIFE OF THE RESIDENTS

**HIGH DENSITY RESIDENTIAL**
**MEDIUM DENSITY RESIDENTIAL**
**LOW DENSITY RESIDENTIAL**

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

*NOTE: LOCATION AND CONFIGURATION OF ALL DEVELOPMENT PARCELS, LAKES, AND OPEN SPACE WILL BE FULLY DELINEATED DURING THE POD SITE PLAN PROCESS.

# PLANNED DEVELOPMENT SITE PLAN

0' 100' 200' 400' 600' 800'

Scale: 1" = 200'-0"

North


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239


# SELVITZ ROAD

Ft. Pierce, Florida

| | |
|---|---|
| DESIGNED | PRP/LAH |
| DRAWN | PRP/LAH |
| APPROVED | DTS |
| JOB NUMBER | 21-1214 |
| DATE | 07-25-22 |
| REVISIONS | 09-02-22 |
| | 10-05-22 |
| | 01-09-23 |



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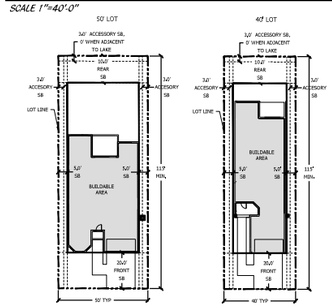
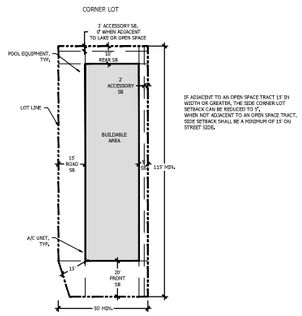
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

## TYPICAL LOT LAYOUTS

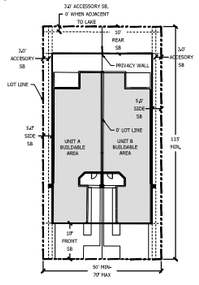
SCALE 1"=40'-0"




## TYPICAL VILLA LAYOUT

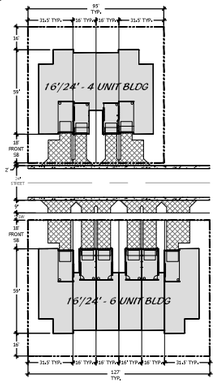
SCALE 1"=40'-0"




## TYPICAL TOWNHOME LAYOUT

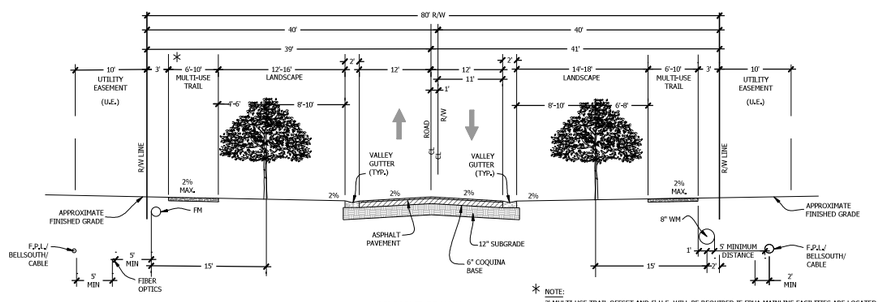
### 16'/24' PRODUCT

SCALE 1"=30'-0"



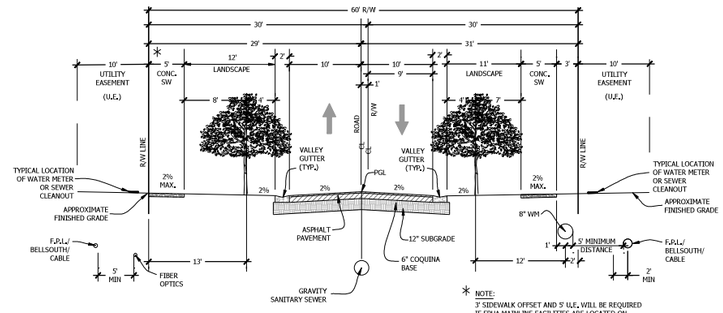

## TYPICAL ROW SECTIONS

SCALE 1"=10'-0"



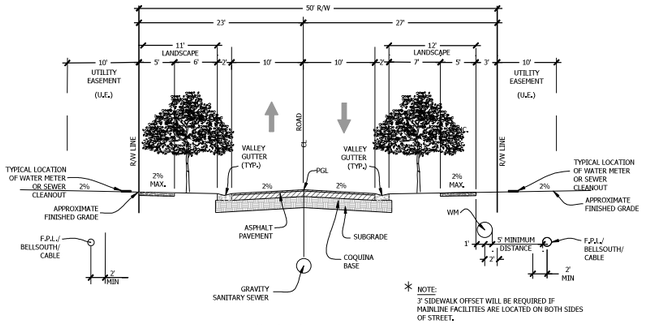

80' RIGHT-OF-WAY
TYPICAL SECTION

* NOTE:
3' MULTI-USE TRAIL OFFSET AND 5' U.E. WILL BE REQUIRED IF FPUA MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.
ONE SIDE OF ROAD WILL HAVE 6' MULTI-USE TRAIL, THE OTHER SIDE OF ROAD TO HAVE A 10' MULTI-USE TRAIL.



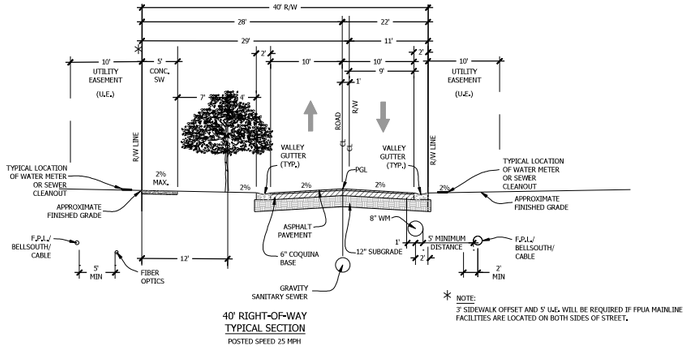

60' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

* NOTE:
3' SIDEWALK OFFSET AND 5' U.E. WILL BE REQUIRED IF FPUA MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.




50' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

* NOTE:
3' SIDEWALK OFFSET WILL BE REQUIRED IF MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.




40' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

* NOTE:
3' SIDEWALK OFFSET AND 5' U.E. WILL BE REQUIRED IF FPUA MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.

## DEVELOPMENT STANDARDS DATA

**Table 1. DEVELOPMENT USES AND STANDARDS**

| DEVELOPMENT STANDARD | SINGLE-FAMILY | TOWNHOMES/ TRI-PLEX/ QUAD-PLEX | VILLAS/ DUPLEX/ COTTAGE | MODEL HOMES | LIGHT INDUSTRIAL | RV/ BOAT STORAGE |
|---|---|---|---|---|---|---|
| **PRIMARY STRUCTURE** | | | | | | |
| Minimum Lot Width | 40' | 16' | 25' | 16' | - | - |
| Minimum Lot Depth | 115' | 95' | 95' | 95' | - | - |
| Maximum Lot Depth | None | None | None | None | - | - |
| Maximum Building Lot Coverage | 80% | 90% | 90% | 90% | 80% | 80% |
| Maximum Impervious Lot Coverage | 80% | 80% | 80% | 80% | 80% | 90% |
| Minimum Open Space | 20% | 10% | 10% | 10% | 10% | 10% |
| Minimum Front Setback (Front Loaded) | 18' | 18' | 18' | 18' | - | - |
| Minimum Front Setback (Side Loaded) | 10' | " | " | 10' | " | " |
| Minimum Side Setback (Internal Lot) (May be 0' on a zero-lot-line provided that minimum building separation of 10' is maintained between units, 15' building separation for townhome and Apartments) | 5' | | | 5' | - | - |
| Minimum Side Setback (Side-Entry) | | | 3' | | | |
| Minimum Side Setback (Front- Entry) | | 5' | 5' | | | |
| Minimum Side Setback (Corner Lot) | 15' | 10' | 15' | 15' | | " |
| If adjacent to open space tract 15' in width or greater | 5' | 5' | 5' | 5' | - | - |
| Minimum Rear Setback (Corner Lot) | 10' | 10' | 10' | 10' | | |
| Minimum Rear Setback (Internal Lot) | 10' | 10' | 10' | 10' | | |
| **ACCESSORY STRUCTURES** | | | | | | |
| Minimum Rear Setback | 3' | 3' | 3' | 3' | - | - |
| If adjacent to open space or common area tract 25' or wider | 0' | 0' | 0' | 0' | - | - |
| Minimum Side Setback (Internal Lot) | 2' (2' from property line) | 2' | 2' | 3' | - | - |
| Minimum Side Setback (Corner Lot) | 15' | 15' | 13' | 13' | - | - |

**NOTE:**
*INDIVIDUAL BUILDINGS AND SITE PLANS CAN BE ALLOWED AS LONG AS THE MINIMUM SETBACK CRITERIA IN THE ABOVE TABLE IS MET.

# PLANNED DEVELOPMENT SITE DETAILS


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239


# SELVITZ ROAD

Ft. Pierce, Florida

DESIGNED PRP/LAH
DRAWN PRP/LAH
APPROVED DTS
JOB NUMBER 21-1214
DATE 07-25-22
REVISIONS 09-02-22
10-05-22
01-06-23



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# LANDSCAPE DATA

**SITE ACREAGE** 122.80

**POD 1 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 81.29 |
| DWELLING UNITS | 400 |
| DU/AC | 5 |
| OPEN SPACE/ PERVIOUS | 20% MIN |

**POD 2 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 0.70 |
| DWELLING UNITS | 74 |
| DU/AC | 11 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 3 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 19.00 |
| DWELLING UNITS | 325 |
| DU/AC | #17 |
| OPEN SPACE/ PERVIOUS | 20% MIN |
| IMPERVIOUS | 80% MAX |

**POD 4 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 4.98 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE | 10% MIN |

**POD 5 LANDSCAPE DATA**

| | |
|---|---|
| ACREAGE | 10.70 |
| BUILDING COVERAGE | 80% MAX |
| LOT COVERAGE | 90% MAX |
| OPEN SPACE/ PERVIOUS | 10% MIN |

**TREE REQUIREMENTS**
5 TREE MINIMUM / SINGLE FAMILY RESIDENCE OR TWO FAMILY RESIDENCE
1 TREE / 3,000 SF OF OPEN SPACE FOR COMMON AREA
1 TREE / VUA ISLAND

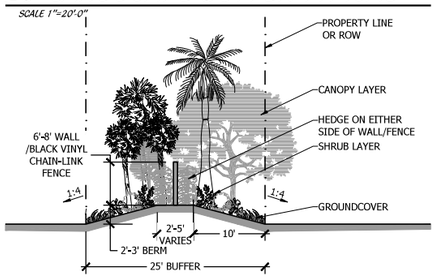
* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

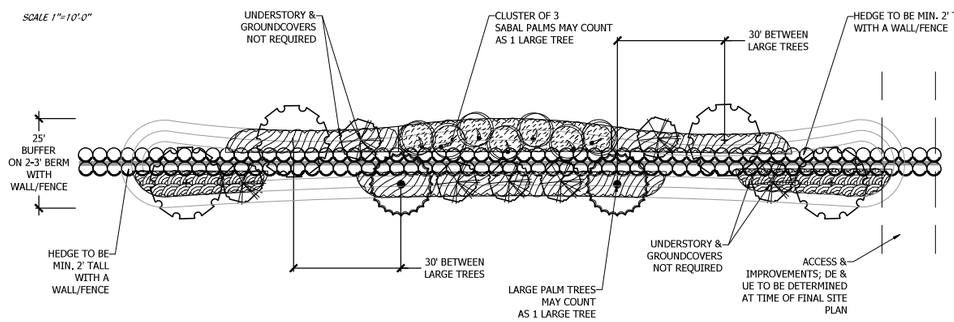
**PERMITTED RESIDENTIAL UNIT TYPES**
MULTI-FAMILY APARTMENTS
TOWNHOMES
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX
SINGLE-FAMILY HOMES

**LITTORAL REQUIREMENTS**
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

**NOTE:**
*LANDSCAPE PLANS WILL BE SUBMITTED AT TIME OF INDIVIDUAL SITE PLAN REVIEW FOR EACH POD.
*LAKES / STORMWATER DETENTION AREAS CAN BE PROVIDED THROUGHOUT THE PROJECT SITE AND ARE NOT REQUIRED TO BE LOCATED AT FRONT OF ACCESS DRIVE / FRONT PROPERTY.

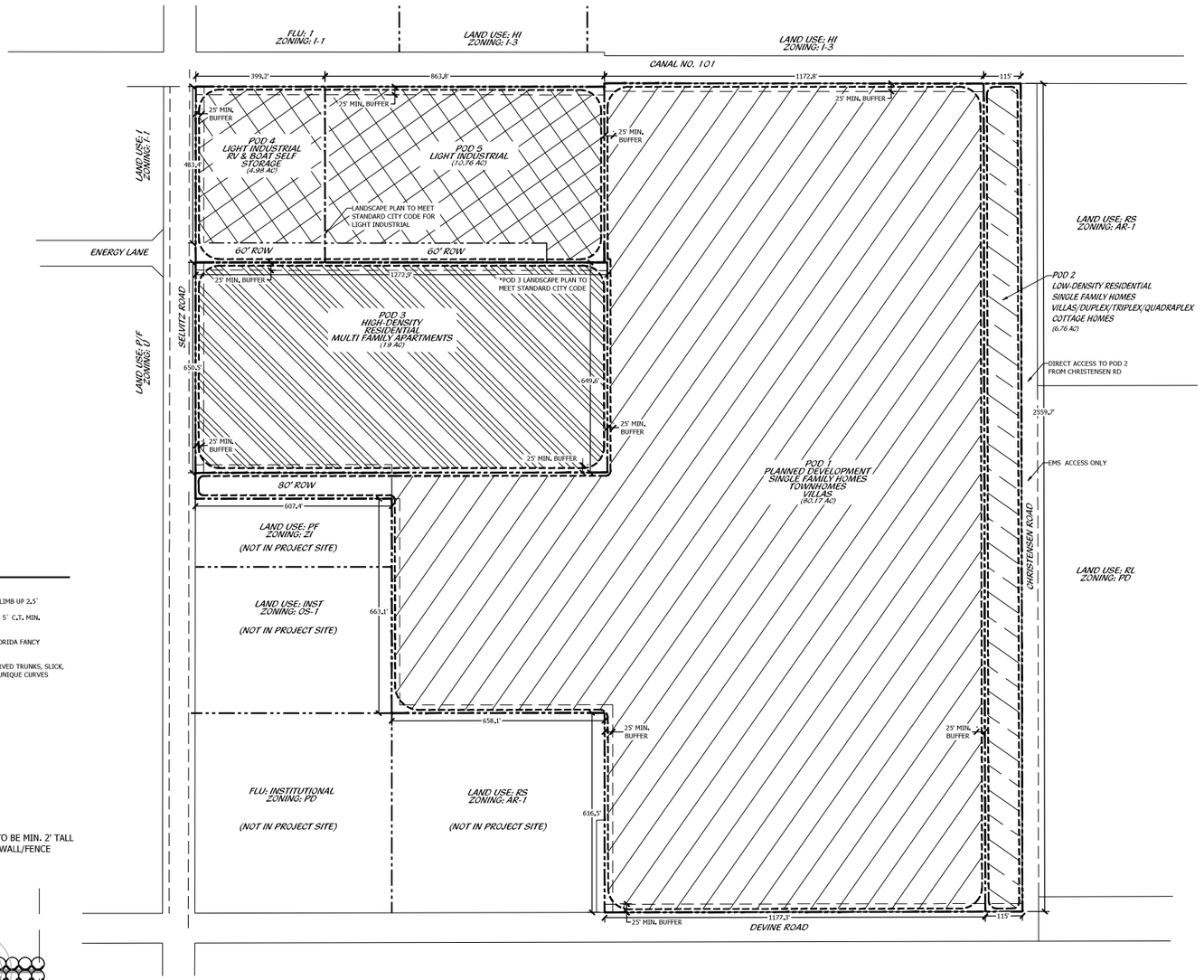
# 25' LANDSCAPE BUFFER TYPICAL




# TYPICAL BUFFER PLANT LIST

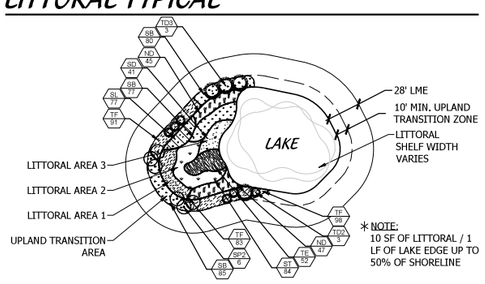
| | TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
|---|---|---|---|---|
| | LI45 | LIGUSTRUM JAPONICUM | JAPANESE PRIVET | MULTI-STEM, LIMB UP 2.5` |
| | QV | QUERCUS VIRGINIANA | LIVE OAK | FULL CANOPY, 5` C.T. MIN. |
| | PALM TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
| | RE | ROYSTONEA REGIA | ROYAL PALM | MATCHED, FLORIDA FANCY |
| | PALMS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | SS2 | SABAL PALMETTO | CURVED CABBAGE PALM | MIX S & C CURVED TRUNKS, SLICK, CHARACTER, UNIQUE CURVES |
| | SHRUBS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | CLD7 | CLUSIA GUTTIPERA | SMALL-LEAF CLUSIA | FULL & THICK |
| | GROUND COVERS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | CG | CHRYSOBALANUS ICACO `GREEN TIP` | COCOPLUM | FULL & THICK |
| | FG | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | FULL & THICK |
| | TF | TRIPSACUM FLORIDANA | DWARF FAKAHATCHEE GRASS | FULL & THICK |



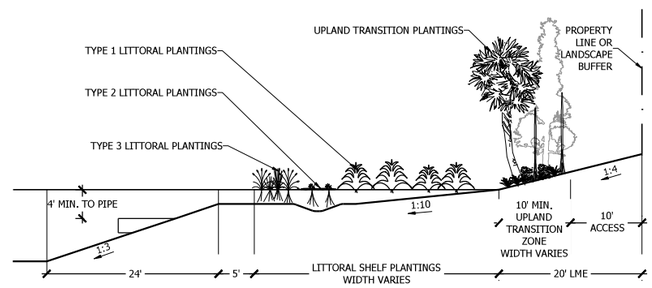

# TYPICAL LITTORAL PLANT LIST

| | TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
|---|---|---|---|---|
| | TD2 | TAXODIUM DISTICHUM | BALD CYPRESS | FULL CANOPY |
| | TD3 | TAXODIUM DISTICHUM | BALD CYPRESS | FULL CANOPY |
| | TD1 | TAXODIUM DISTICHUM | BALD CYPRESS | FULL CANOPY |
| | PALM TREES | BOTANICAL NAME | COMMON NAME | REMARKS |
| | SP2 | SABAL PALMETTO | SABAL PALMETTO | SLICK TRUNK |
| | LITTORAL PLANTINGS | BOTANICAL NAME | COMMON NAME | REMARKS |
| | ND | NYMPHAEA ODORATA | WATER LILY | FULL PLUGS |
| | SD | SAGITTARIA LANCIFOLIA | DUCK POTATO | FULL & THICK |
| | SL | SAGITTARIA LATIFOLIA | BROADLEAF ARROWHEAD | FULL & THICK |
| | ST | SCRIPUS TABERNAEMONTANI | SOFT STEM BULRUSH | FULL & THICK |
| | SB | SPARTINA BAKERI | SAND CORD GRASS | FULL & THICK |
| | TE | THALIA GENICULATA 'RUMINOIDES' | RED STEM FIRE FLAG | FULL & THICK |
| | TF | TRIPSACUM FLORIDANA | DWARF FAKAHATCHEE GRASS | FULL & THICK |

# LITTORAL TYPICAL




# LITTORAL TYPICAL SECTION




# LEGEND

**LIGHT INDUSTRIAL**
INCLUDING SELF-STORAGE FACILITIES

**RESIDENTIAL**
INCLUDING NEIGHBORHOODS OF HOUSING, WHICH NEIGHBORHOOD MAY ALSO CONTAIN SCHOOLS, PARKS, PLACES OF WORSHIP AND CIVIC FACILITIES ESSENTIAL TO THE DAILY LIFE OF THE RESIDENTS

- **HIGH DENSITY RESIDENTIAL**
- **MEDIUM DENSITY RESIDENTIAL**
- **LOW DENSITY RESIDENTIAL**

# PLANNED DEVELOPMENT LANDSCAPE PLAN

0' 100' 200' 400' 600' 800'

Scale: 1" = 200'-0"

North


Cotleur & Hearing
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1934 Commerce Lane
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Lic# LC-C000239


# SELVITZ ROAD

Ft. Pierce, Florida

| | |
|---|---|
| DESIGNED | PRP/LAH |
| DRAWN | PRP/LAH |
| APPROVED | DTS |
| JOB NUMBER | 21-1214 |
| DATE | 11-11-22 |
| REVISIONS | 01-09-23 |

SHEET 1 OF 2


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# LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE CITY OF FORT PIERCE CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE, THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE CITY OF FORT PIERCE CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

# LANDSCAPE SPECIFICATIONS

**1. GENERAL LANDSCAPE REQUIREMENTS**

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION, ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE, ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

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 OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH 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.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE, ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK, SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

| PLANT SIZE | 16-7-12 | AGRIFORM TABLETS (21 GRAM) |
|---|---|---|
| 1 GAL. | 1/4 LB. | 1 |
| 3 GAL. | 1/3 LB. | 3 |
| 7-15 GAL. | 1/2 LB. | 6 |
| 1"-6" CALIPER | 2 LBS.,1" CALIPER | 2 PER 1" CALIPER |
| 6" AND LARGER | 3 LBS.,1" CALIPER | 3 PER 1" CALIPER |

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

**2. PLANTING TREES**

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

**3. PLANTING SHRUBS**

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

**4. PLANTING GROUND COVER**

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

**5. PLANTING LAWNS**

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS, ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

**6. MISCELLANEOUS LANDSCAPE WORK**

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

# TYPICAL PLANT LIST

| TREES | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| BGS | BOUGAINVILLEA X `PALM BEACH PURPLE` | PURPLE BOUGAINVILLEA STANDARD | 30 GAL | 1.5" CAL | 6` OA | N | STANDARD, FULL & THICK |
| CLDS* | CLUSIA GUTTIFERA | CLUSIA TREE | 65 GAL | 2" CAL | 14` HT, X 5` SPRD., | Y | FULL CANOPY, STANDARD, 4` CT |
| CE* | CONOCARPUS ERECTUS | GREEN BUTTONWOOD | 45 GAL | 2" CAL | 12`-14` HT, 4`-6` SPRD | Y | FULL CANOPY, STANDARD, SINGLE TRUNK |
| CES* | CONOCARPUS ERECTUS `SERICEUS` | SILVER BUTTONWOOD | 45 GAL | 2" CAL | 12`-14` HT, 4`-6` SPRD | Y | FULL CANOPY, STANDARD, SINGLE TRUNK |
| ED45 | ELAEOCARPUS DECIPIENS | JAPANESE BLUEBERRY TREE | 45 GAL | 2" CAL | 7`-8` OA | N | FULL & THICK CANOPY, SHEARED CONICAL SHAPE, BECKER |
| ED | ELAEOCARPUS DECIPIENS | JAPANESE BLUEBERRY TREE | 65 GAL | 2,5" CAL | 9`-10` OA | N | CONICAL, FULL TO BASE, MATCHED, BECKER |
| JAT25 | JATROPHA INTEGERIMA | JATROPHA | 25 GAL | 1,5" CAL | 5`-6` OA | N | FULL & THICK, MULTI-STEM, FLORIDA FANCY |
| LJ65 | LIGUSTRUM JAPONICUM | JAPANESE PRIVET | 65 GAL | MULTI TRUNK | 9`-10` OA | N | FULL CANOPY, MULTI-STEM, LIMB UP |
| QV* | QUERCUS VIRGINIANA | LIVE OAK | 65 GAL | 2,5" CAL | 12`-14` OA | Y | FULL CANOPY, 5` C.T. MIN, |
| QV1* | QUERCUS VIRGINIANA | LIVE OAK STREET TREE | FIELD GROWN | 4" CAL | 18`-22` HT | Y | FULL & THICK, DOUBLE DUG ROOT BALL, SKYCLIMBER |
| AD2 | VEITCHIA MERRILLII-ADONIDIA | DOUBLE TRUNK CHRISTMAS PALM | 15 GAL | NA | 6` - 8` CT | N | FULL CANOPY, DOUBLE TRUNK, MATCHED |

| PALM TREES | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| BN | BISMARKIA NOBILIS `SILVER` | SILVER BISMARK PALM | FIELD GROWN | NA | 4` - 6` CT | N | FULL CANOPY, SUN GROWN |
| CH2 | CHAMAEROPS HUMILIS | EUROPEAN FAN PALM | 45 GAL | MULTI TRUNK | 4`-5` OA | N | MULTI TRUNK, FULL CANOPY |
| HL | HYOPHORBE LAGENICAULIS | BOTTLE PALM | 30 GAL | NA | 5`-6` OA. HT. | N | FULL & THICK |
| HL2 | HYOPHORBE LAGENICAULIS TRIPLE | TRIPLE BOTTLE PALM | 45 GAL | NA | 5`-6` OA. HT. | N | FULL & THICK, 3 TRUNK |
| PR | PHOENIX ROBELENII | PYGMY DATE PALM | 25 GAL | NA | 5` OA., 5` SPRD | N | MULTI-TRUNK, FULL CANOPY, 3 TRUNK MIN. |
| PHS | PHOENIX SYLVESTRIS | SYLVESTER DATE PALM | FIELD GROWN | NA | 4`-6` HT | N | STRAIGHT TRUNK, FULL CANOPY, MATCHED, DIAMOND CUT |
| PEA3 | PTYCHOSPERMA ELEGANS | TRIPLE ALEXANDER PALM | FIELD GROWN | NA | 10`-12` C.T. | N | FULL CANOPY, MATCHED, TRIPLE STEM |
| PEA2 | PTYCHOSPERMA ELEGANS | DOUBLE ALEXANDER PALM | FIELD GROWN | NA | 6` CT | N | FULL CANOPY, DOUBLE STEM, MATCHED |
| PEA | PTYCHOSPERMA ELEGANS | ALEXANDER PALM | FIELD GROWN | NA | 8` CT | N | FULL CANOPY, SINGLE TRUNK |
| RE* | ROYSTONEA REGIA | ROYAL PALM | FIELD GROWN | NA | 8` CT | Y | MATCHED, FLORIDA FANCY |
| TR* | THRINAX RADIATA | THATCH PALM | 25 GAL | NA | 4`-5` HT. X 5` SPRD. | Y | FULL & THICK |
| AM1 | VEITCHIA MERRILLII | SINGLE TRUNK CHRISTMAS PALM | FIELD GROWN | NA | 10` CT | N | FULL CANOPY, SINGLE TRUNK, MATCHED |
| AM2 | VEITCHIA MERRILLII DOUBLE | DOUBLE CHRISTMAS PALM | FIELD GROWN | NA | 8`-10` CT | N | FULL CANOPY, 2 TRUNK |
| AM3 | VEITCHIA MERRILLII TRIPLE | TRIPLE CHRISTMAS PALM | FIELD GROWN | NA | 6`-8` CT | N | FULL CANOPY, 3 TRUNK |
| AD1 | VEITCHIA MERRILLII-ADONIDIA | SINGLE TRUNK CHRISTMAS PALM | FIELD GROWN | NA | 10` C.T. | N | FULL CANOPY, SINGLE TRUNK, MATCHED |
| VM3 | VEITCHIA MONTGOMERYANA | TRIPLE MONTGOMERY PALM | B & B | NA | 10`-12` C.T. | N | TRIPLE TRUNK, FULL CANOPY |
| VM1 | VEITCHIA MONTGOMERYANA | MONTGOMERY PALM | FIELD GROWN | NA | 10` CT | N | FULL AND THICK, FLORIDA FANCY |
| VM2 | VEITCHIA MONTGOMERYANA | DOUBLE MONTGOMERY PALM | FIELD GROWN | NA | 8` CT, DOUBLE TRUNK | N | FULL AND THICK, FLORIDA FANCY, DOUBLE TRUNK |

| SHRUBS | BOTANICAL NAME | COMMON NAME | CONT | SIZE | SPACE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| AB | AECHMEA BLANCHETIANA | RASPBERRY BROMELIAD | 3 GAL | 30" X 30" | AS | N | FULL & THICK, SUN GROWN |
| APN | AECHMEA `PINOT NOIR` | PINOT NOIR BROMELIAD | 7 GAL | 24" X 24" | AS. | N | FULL & THICK, SUN GROWN |
| AGB | AGAVE AMERICANA `GAINSVILLE BLUE` | GAINSVILLE BLUE AGAVE | 7 GAL | 36" X 36" | AS | N | FULL & THICK |
| AI | ALCANTAREA IMPERIALIS | IMPERIALIS BROMELIAD | 7 GAL | 24" X 24" | 2` OC | N | FULL & THICK, SUN GROWN |
| BG | BOUGAINVILLEA `PALM BEACH PURPLE` | PALM BEACH PURPLE BOUGAINVILLEA | 7 GAL | 3` X 3` BUSH | AS | N | FULL, SPECIMEN, DENSE FOILAGE ONLY |
| CI* | CHRYSOBALANUS ICACO | RED TIP COCOPLUM | 7 GAL | 18" X 18" | 3` OC | Y | FULL & THICK |
| CLD7* | CLUSIA GUTTIFERA | SMALL-LEAF CLUSIA | 7 GAL | 36" X 36" | 3` OC | Y | FULL & THICK, FLORIDA FANCY |
| CVP | CODIAEUM VARIEGATUM `PETRA` | PETRA CROTON | 7 GAL | 36" X 36" | AS | N | FULL & THICK |
| CODS | CODIAEUM VARIEGATUM `STOPLIGHT` | STOPLIGHT CROTON | 7 GAL | 24" X 24" | 2.5` OC | N | FULL & THICK |
| CM | CODIAEUM X `MAGNIFICENT` | MAGNIFICENT CROTON | 3 GAL | 24" X 24" | 2.5` OC | N | FULL & THICK |
| CQ | CRINUM AUGUSTUM `QUEEN EMMA` | `QUEEN EMMA` CRINUM | 15 GAL | 3`-4` OA | AS | N | FULL & THICK |
| IX2 | IXORA `NORA GRANT` | PINK IXORA | 3 GAL | 24" X 24" | 2` OC | N | FULL & THICK |
| JAT2 | JATROPHA INTEGERIMA | JATROPHA | 15 GAL | 3`-4` OA | AS | N | FULL & THICK, MULTI-STEM, FLORIDA FANCY |
| PC2 | PODOCARPUS MACROPHYLLUS | PODOCARPUS COLUMN | 15 GAL | 6` HT. X 3` SPRD. | AS | N | FULL & THICK, COLUMNAR |
| PM7 | PODOCARPUS MACROPHYLLUS `MAKI` | PODOCARPUS | 7 GAL | 36" OA | 2` OC | N | FULL & THICK |
| SAV2 | SCHEFFLERA ARBORICOLA | GREEN SCHEFFLERA | 5 GAL | 30" X 30" | 2.5` OC | N | FULL & THICK |
| SA2 | SCHEFFLERA ARBORICOLA `TRINETTE` | DWARF VARIEGATED SCHEFFLERA | 3 GAL | 24" X 24" | 2.5` OC | N | FULL & THICK |
| SR | STRELITZIA REGINAE | ORANGE BIRD OF PARADISE | 7 GAL | 36" X 24" | AS | N | FULL & THICK |
| VA | VIBURNUM ODORATISSIMUM | SWEET VIBURNUM | 7 GAL | 36" X 30" | 3` OC | N | FULL & THICK |
| VS7 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 7 GAL | 36" X 36" | 3` OC | N | FULL & THICK |

| GROUND COVERS | BOTANICAL NAME | COMMON NAME | CONT | SIZE | SPACE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|
| CMG | CARISSA MACROCARPA `GREEN CARPET` | GREEN CARPET NATAL PLUM | 3 GAL | 18" X 18" | 1.5` OC | N | FULL & THICK |
| CG* | CHRYSOBALANUS ICACO `GREEN TIP` | COCOPLUM | 3 GAL | 18" X 18" | 2.5` OC | Y | FULL & THICK |
| CL2* | CLUSIA GUTTIFERA | SMALL-LEAF CLUSIA | 3 GAL | 30" X 24" | 3` O.C. | Y | FULL & THICK, FLORIDA FANCY |
| CGN | CLUSIA GUTTIFERA `NANA` | DWARF CLUSIA | 3 GAL | 24" X 24" | 2` OC | N | FULL & THICK |
| CV4 | CODIAEUM X `MAGNIFICENT` | MAGNIFICENT CROTON | 7 GAL | 30" X 30" | 2.5` OC | N | FULL & THICK |
| FG | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | 3 GAL | 18" X 18" | 2` OC | N | F

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# DEVELOPMENT REVIEW

**Property Information**

Property address or Location: Selvitz Road between Devine Road, Christensen Road, and Canal 101

Parcel ID #(s): 2432-211-0006-000-3, 2432-211-0005-000-6 and 2432-343-0001-000-4

Project description: PD Rezoning with conceptual development plan and concurrent MXD FLUMA

**Application Type**

☐ Site Plan ☐ Conditional Use w/New Construction ■ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

**Site Information**

*Non-Residential:* Proposed Sq. Ft.: 685,634.4 Site Acreage: 122.80

*Residential:* Proposed Units: 799 Proposed Sq. Ft.: 4,663,098 Site Acreage: 122.80

Selvitz I/II/III LLC - Don Stevenson
**Property Owner(s)**

631 US Hwy 1, Suite 409
Street Address

North Palm Beach FL 33408
City State Zip

561-653-1104
Phone Number

ds@usrex.com
Email Address

Cotleur & Hearing - Daniel Sorrow
**Applicant/Representative, Title, Company**

1934 Commerce Ln, Suite 1
Street Address

Jupiter FL 33458
City State Zip

561-747-6336
Phone Number

dsorrow@cotleur-hearing.com
Email Address

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

*Property Owner(s) Signature(s)*

**APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS**
**CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM**
**For more information, please refer to the website:**
**https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi**

*General Information*

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-




***Site Plan submittal requirements:***

***Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.***

- ☐ Complete application
- ☐ Warranty Deed
- ☐ SLC Property Record Card
- ☐ Detailed project description
- ☐ General location map (see Section 125-313)
- ☐ Survey (see Section 125-313)
- ☐ Site Plan (see Section 125-313)
- ☐ Landscaping Plan (see Section 123-37)
- ☐ Conceptual Drainage Plan (see Section 125-313)
- ☐ Environmental Impact Report
- ☐ Beach/Dune System protection plan, if applicable (see Section 125-313)
- ☐ Lighting Plan (see Section 125-313)
- ☐ Design Review submittals (see Design Review application)
- ☐ Traffic Impact Report
- ☐ Concurrency Review submittals (see Concurrency Review application)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**
**ENVIRONMENTAL RESOURCE PERMIT NO. 56-03396-P**
**DATE ISSUED:September 20, 2016**

**PERMITTEE:** MIDWAY ST LUCIE L L C
675 WEST INDIANTOWN RD SUITE 201
JUPITER, FL 33458

**PROJECT DESCRIPTION:** Construction and operation of a 64.4 acre project known as SELVITZ CROSSING BORROW PIT.

**PROJECT LOCATION:** ST LUCIE COUNTY, SEC 32 TWP 35S RGE 40E

**PERMIT DURATION:** See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 150323-3, dated March 23, 2015. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statues (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 15 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 8 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 20th day of September, 2016, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY:_____
Ricardo A. Valera, P.E.
Bureau Chief - Environmental Resource
Okeechobee Regulatory Office

## GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

## GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

## GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

## SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on September 20, 2021.

2. Operation and maintenance of the stormwater management system shall be the responsibility of the permittee.

3. Discharge Facilities:

   No Discharge Facilities

4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

6. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (http://my.sfwmd.gov/ePermitting) under this application number.
   Exhibit No. 1 Location Map
   Exhibit No. 2 Construction Plans, Pages 1 - 5
   Exhibit No. 3 Wetland Map
   Exhibit No. 4 Wetland Impact Map
   Exhibit No. 5 Conservation Easement, Pages 1-13
   Exhibit No. 6 Bluefield Ranch Mitigation Credit Purchase Confirmation, Pages 1-2
   Exhibit No. 7 Monitoirng and Maintenance Plan, Pages 1-7
   Exhibit No. 8 Work Schedule

7. Land use within the permitted facilities is agricultural. Any proposed change in land use or crop type may require modification of this permit and must be reported to the District for a determination of permit requirements.

8. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

   The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

   To schedule a pre-construction meeting, please contact ERC staff from the Okeechobee Service Center at (863) 462-5260 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

9. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

10. A maintenance program shall be implemented in accordance with Exhibit No. 7 for the preserved and created wetland/upland areas on a regular basis to ensure the integrity and viability of those areas as

**SPECIAL CONDITIONS**

permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

11. A mitigation program for Wetland No.2 shall be implemented in accordance with Exhibit No.7. The permittee shall create 0.60 acres of fresh water marsh, and preserve a total of 3.8 acres of wetland/upland compensation areas.

12. The wetland conservation areas and upland buffer zones and/or upland preservation areas shown on Exhibit No.5 may in no way be altered from their natural or permitted state. Activities prohibited within the conservation areas include, but are not limited to:
(a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
(b) dumping or placing soil or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
(c) removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic and nuisance vegetation removal;
(d) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface;
(e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
(f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking or fencing;
(g) acts or uses detrimental to such retention of land or water areas; and
(h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

13. A monitoring program shall be implemented in accordance with Exhibit No. 7.0. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

14. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.

15. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly "trenched" etc, in accordance with Exhibit No.2.0. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.

# NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

## RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

## FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

**INITIATION OF AN ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

**MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

**RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

**Last Date For Agency Action:** October 29, 2016

## INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

**Project Name:** Selvitz Crossing Borrow Pit

**Permit No.:** 56-03396-P

**Application No.:** 150323-3

**Application Type:** Environmental Resource (New Construction/Operation)

**Location:** St Lucie County, S32/T35S/R40E

**Permittee :** Midway St Lucie L L C

**Operating Entity :** Midway St Lucie L L C

**Project Area:** 64.40 acres

**Permit Area:** 122.80 acres

**Project Land Use:** Mining

**Drainage Basin:** NORTH ST LUCIE

**Receiving Body:** N/A 100% Retention **Class:** N/A

**Special Drainage District:** NA

| | | |
|---|---|---|
| **Total Acres Wetland Onsite:** | 9.02 | |
| **Total Acres Wetland Preserved Onsite:** | 1.70 | |
| **Total Acres Impacted Onsite :** | 7.32 | |
| **Total Acres Presv/Mit Compensation Onsite:** | 3.80 | |
| **Offsite Mitigation Credits-Mit.Bank:** | 2.40 | Bluefield Ranch |

**Conservation Easement To District :** No

**Sovereign Submerged Lands:** No

### PROJECT SUMMARY:

This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 64.4 acres of sand mine known as Selvitz Crossing Borrow Pit.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

## PROJECT EVALUATION:

### PROJECT SITE DESCRIPTION:

The site is located in St Lucie County. Please refer to Exhibit 1 for a location map.

There are no existing permitted stormwater management facilities within the project area. The site is vacant land.

### LAND USE:

**Construction Project:**

| | Total Project | |
|---|---|---|
| Lake | 44.53 | acres |
| Lake Bank | 6.03 | acres |
| Pervious | 72.24 | acres |
| **Total:** | **122.80** | |

### WATER QUANTITY :

**Discharge Rate :**

No Discharge 100% Retention

### WATER QUALITY :

The proposed project will retain all runoff from the design storm onsite.

The project also includes implementation a Construction Pollution Prevention Plan/ Turbidity and Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

### WETLANDS:

**Wetlands And Other Surface Waters:**

The project parcel contains 7 wetlands totaling 9.02 acres. Please see Exhibit 3.0 for wetland locations. Wetlands 1, 2, 3, 4, 5 and 7 can be generally described as low quality freshwater marshes within an improved pasture ranch that have been hydrologically altered by agricultural practices, cattle grazing and ditching. Wetland No. 6 is a wet prairie feature that consists primarily of torpedo grass and penny wort. The lack of hydrologic indicators and the little inundation that was observed in Wetland No. 6 during a site visit that occurred after a major rain event are indicative of a severely altered hydroperiod. Please refer to Exhibit 3.0 for a wetland map.

The project will result in direct impacts to 7.32 acres of wetlands as described in the table below. Exhibit 4.0 identifies the locations of the wetlands that will be impacted as well as the preserved wetland. Pursuant to Sections 10.2.1 and 10.2.1.2 of the Applicant's Handbook Volume 1 (VOL I), the applicant is

proposing mitigation that provides regional ecological value and will provide greater long term value than the impacted wetlands. Additionally, the applicant will preserve Wetland No. 2 and create an additional 0.60 acre wetland area that will connect to Wetland No. 2 (Refer to Exhibit 2).

There are no Secondary impacts associated with this project.

To mitigate for the wetland impacts, the applicant has purchased 2.4 freshwater herbaceous credits (Exhibit 6.0) from Bluefield Ranch Mitigation Bank (BRMB) and will preserve Wetland No. 2 which is 1.7 acres. Additionally, the applicant will scrape down 0.60 acres adjacent to the Wetland No. 2. The area to be scraped down will have a bottom elevation 1.5' below the existing 13.0 NAVD ground elevation and will be mulched with soils from the impacted wetlands. The wetland soils will provide an excellent seed source and will allow for natural recruitment to reestablish vegetative coverage during the first two years. A planting and monitoring plan were provided for the enhancement and preservation areas. A conservation easement dedicated to the District will be placed over Wetland No. 2, the 0.60 acres of created wetland area and associated upland buffers (Exhibit 5.0).

The overall wetland functional loss was calculated to be 2.79. The 2.4 freshwater herbaceous wetland credits that were purchased from BRMB to offset the wetland impacts were assessed using the Wetland Rapid Assessment Method (WRAP). The off-site mitigation only covered 2.4 of the 2.79 combined wetland functional loss; as such, the Unified Mitigation Assessment Method (UMAM) was used to assess the mitigation associated with the preservation, enhancement and creation of the 0.60 acre wetland area. The preservation, enhancement and creation will provide a functional gain of 0.42 which sufficiently completes the mitigation necessary to offset this project's impacts. The final scores can be found in the permit file.

**Cumulative Impact Assessment:**

Since the off-site mitigation is not located within the same basin as the wetland impacts, a cumulative impact analysis was conducted of the freshwater herbaceous wetlands within the St. Lucie Basin pursuant to Rule 10.2.8 of Volume I. This analysis can be found in the permit file.

The analysis identified herbaceous wetlands in the Basin that were not protected by land use restrictions or dedicated as public preserve land as "at risk". Wetlands preserved and protected accounted for 55% of all wetlands in the Basin. Based on the applicant's analysis, if all "at risk" wetlands within the Basin were impacted and all mitigation was conducted outside the Basin, a loss of 45% of wetland acreage in the Basin would occur.

Numerous Cumulative Impact Analysis of the St. Lucie Basin have been conducted, all of which conclude that for wetlands of poor quality and of small (<5 acres) size, mitigation outside the basin will not result in a cumulative impact. There are more than 20,000 acres of native upland and wetlands preserved in perpetuity within the St. Lucie Watershed. In their current condition the wetlands proposed to be impacted for this project provide minimal opportunity for wildlife utilization. It is not expected these six, isolated, low quality herbaceous wetlands totaling 7.32 acres will result in unacceptable impacts upon wetlands and other surface waters within the same watershed of the St. Lucie Basin.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the St. Lucie Basin. This conclusion is project-specific and does not necessarily apply to any other application.

**Monitoring/Maintenance:**

A monitoring and maintenance program shall be implemented in accordance with the monitoring and maintenance plan included in Exhibit 6.0 and the special conditions of the permit. The monitoring and

maintenance plan describes the exotic treatment/removal, monitoring and maintenance activities and discusses the monitoring methodology. Maintenance shall be conducted in perpetuity. The wetland and upland buffer areas will be maintained at less than 5% cover by exotic and nuisance species. Monitoring reports will be submitted in accordance with the work scheduled attached as Exhibit 7.0.

**Wetland Inventory :**

CONSTRUCTION MOD -Selvitz Crossing Borrow Pit Direct Impacts

| Site Id | Site Type | Pre-Development | | | | Post-Development | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Pre Fluccs | AA Type | Acreage (Acres) | Current Wo Pres | With Project | Time Lag (Yrs) | Risk Factor | Pres. Adj. Factor | Post Fluccs | Adj Delta | Functional Gain / Loss |
| WL1 | ON | 641 | Direct | 3.18 | | | | | | | .000 | .000 |
| WL3 | ON | 641 | Direct | .72 | | | | | | | .000 | .000 |
| WL4 | ON | 641 | Direct | .73 | | | | | | | .000 | .000 |
| WL5 | ON | 641 | Direct | 1.15 | | | | | | | .000 | .000 |
| WL6 | ON | 643 | Direct | .65 | | | | | | | .000 | .000 |
| WL7 | ON | 641 | Direct | .89 | | | | | | | .000 | .000 |
| | | | Total: | 7.32 | | | | | | | | .00 |

**Wetland Inventory :**

CONSTRUCTION MOD -Selvitz Crossing Borrow Pit Mitgation

| Site Id | Site Type | Pre-Development | | | | Post-Development | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Pre Fluccs | AA Type | Acreage (Acres) | Current Wo Pres | With Project | Time Lag (Yrs) | Risk Factor | Pres. Adj. Factor | Post Fluccs | Adj Delta | Functional Gain / Loss |
| UPB | ON | 211 | Preservation | 1.50 | | | | | | | | |
| WL2 | ON | 643 | Preservation | 1.70 | .43 | .66 | 3 | 1.25 | .50 | 643 | .086 | .146 |
| WL2C | ON | 211 | Restoration/Creation | .60 | .00 | .60 | 3 | 1.25 | | 643 | .449 | .269 |
| | | | Total: | 3.80 | | | | | | | | .42 |

| Fluccs Code | Description |
|---|---|
| 211 | Improved Pastures - Hydric |
| 211 | Improved Pastures - Upland |
| 641 | Freshwater Marshes |
| 643 | Wet Prairies |

MITBANK BLUEFIELD RANCH

| Type Of Credits | Number Of Credits |
|---|---|
| | Mitigation Bank Cr Used |

| MITBANK | BLUEFIELD RANCH |
|---|---|
| | **Mitigation Bank Cr Used** |
| Fresh Water Herbaceous | 2.40 |
| **Total:** | **2.40** |

**Fish And Wildlife Issues:**

The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

**LEGAL ISSUES:**

The proposed project will place a total of 3.8 acres of wetland and upland buffer area under a Deed of Conservation Easement (Refer to Exhibit 5.0). The applicant must submit the recorded conservation easement along with sketch and legal description within 30 days of Permit issuance or before construction begins, whichever comes first. The recorded conservation easement shall be in accordance with Exhibit 5.0 and the Special Conditions.

**CERTIFICATION, OPERATION, AND MAINTENANCE:**

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

## RELATED CONCERNS:

**Water Use Permit Status:**

Irrigation is not necessary for this project.

The applicant has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

**CERP:**

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

**Right-Of-Way Permit Status:**

A District Right-of-Way Permit is not required for this project.

**Historical/Archeological Resources:**

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and the project is therefore unlikely to have an effect upon any such properties.

**DEO/CZM Consistency Review:**

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

**Third Party Interest:**

No third party has contacted the District with concerns about this application.

**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**

**DIVISION APPROVAL:**

**NATURAL RESOURCE MANAGEMENT:**

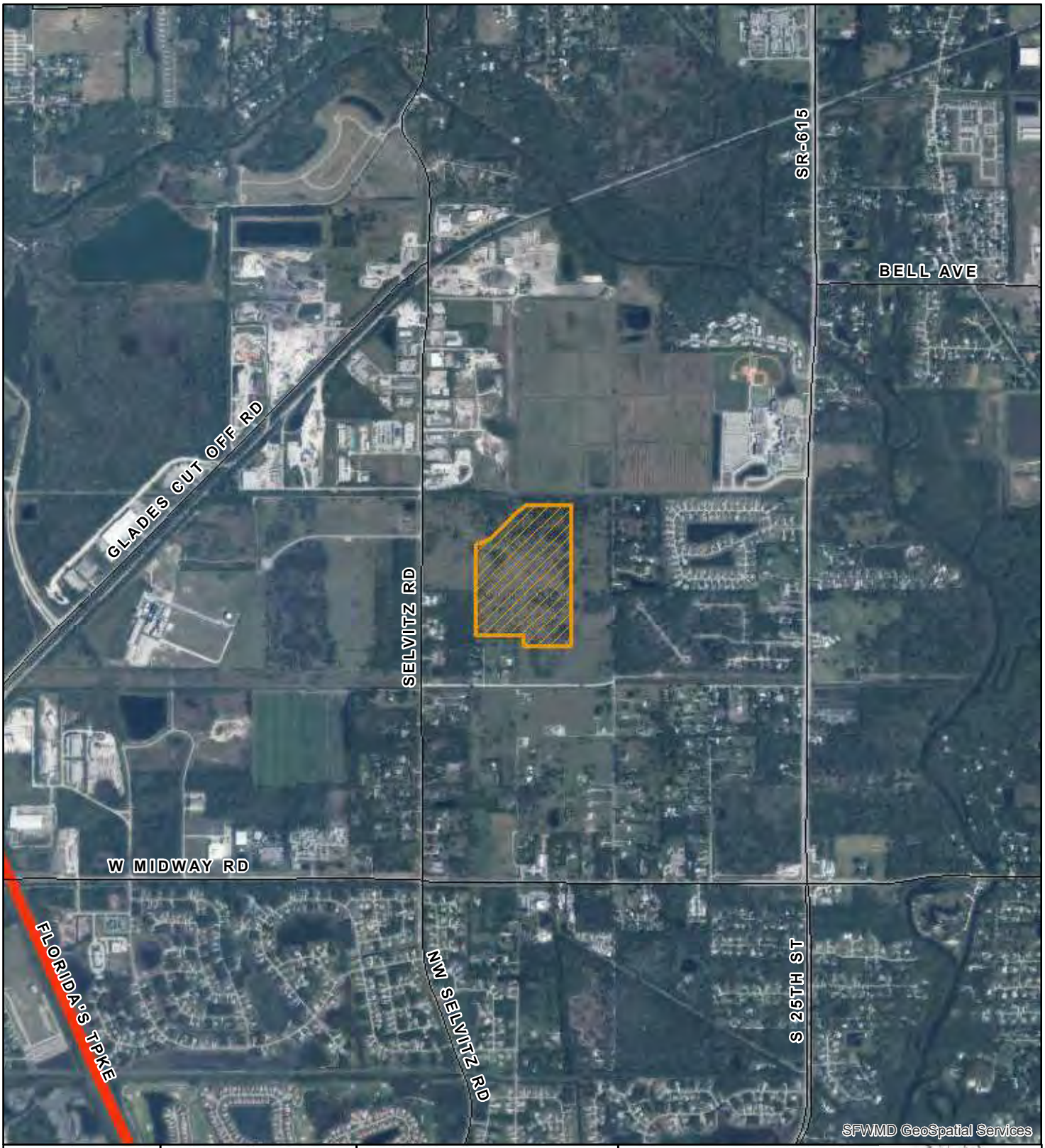
Barbara J. Conmy

**DATE:** 20 Sep 2016

**SURFACE WATER MANAGEMENT:**

Gary Priest, P.E.

**DATE:** 20-Sep-2016




| Exhibit No: 1 | Exhibit Created On: 2016-09-14 | ST. LUCIE COUNTY, FL |
|---|---|---|

REGULATION DIVISION

Project Name: SELVITZ CROSSING BORROW PIT

0 1,650 3,300 Feet

N

Application

Permit No: 56-03396-P

Application Number: 150323-3

Created by IT GEOSPATIAL SERVICES

South Florida Water Management District

CONSTRUCTION PLANS FOR

# SELVITZ CROSSING BORROW PIT

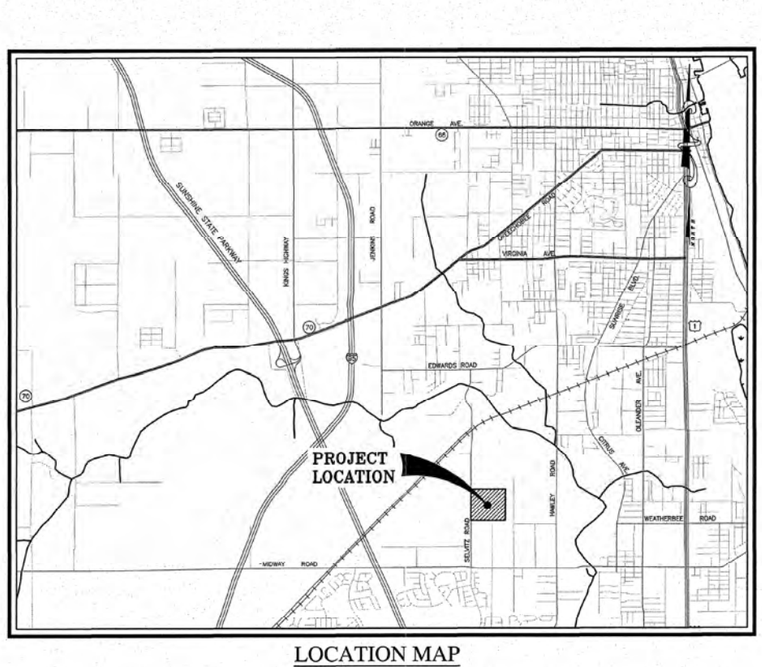
IN

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

FORT PIERCE, FLORIDA

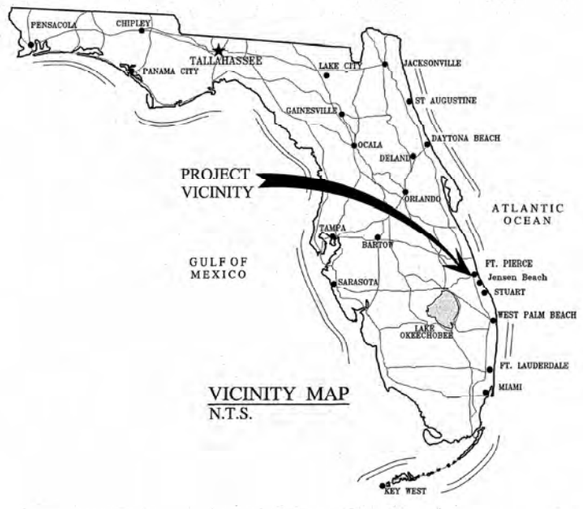
PREPARED FOR

# MIDWAY ST. LUCIE, LLC




LOCATION MAP
N.T.S.

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST




VICINITY MAP
N.T.S.

| INDEX TO SHEETS | |
|---|---|
| SHEET NO. | DESCRIPTION |
| 1 | COVER SHEET |
| 2 | EXCAVATION PLAN |
| 3 | WETLAND 2 IMPROVEMENT PLAN |
| 4 | SWPP PLAN |
| 5 | SWPPP SPECIFICATIONS |

## PROJECT TEAM

DEVELOPER/OWNER:
**Midway St. Lucie, LLC**
675 West Indiantown Rd., Suite 201
Jupiter, FL 33458
Butch Beechler
Phone: (561) 889-8383

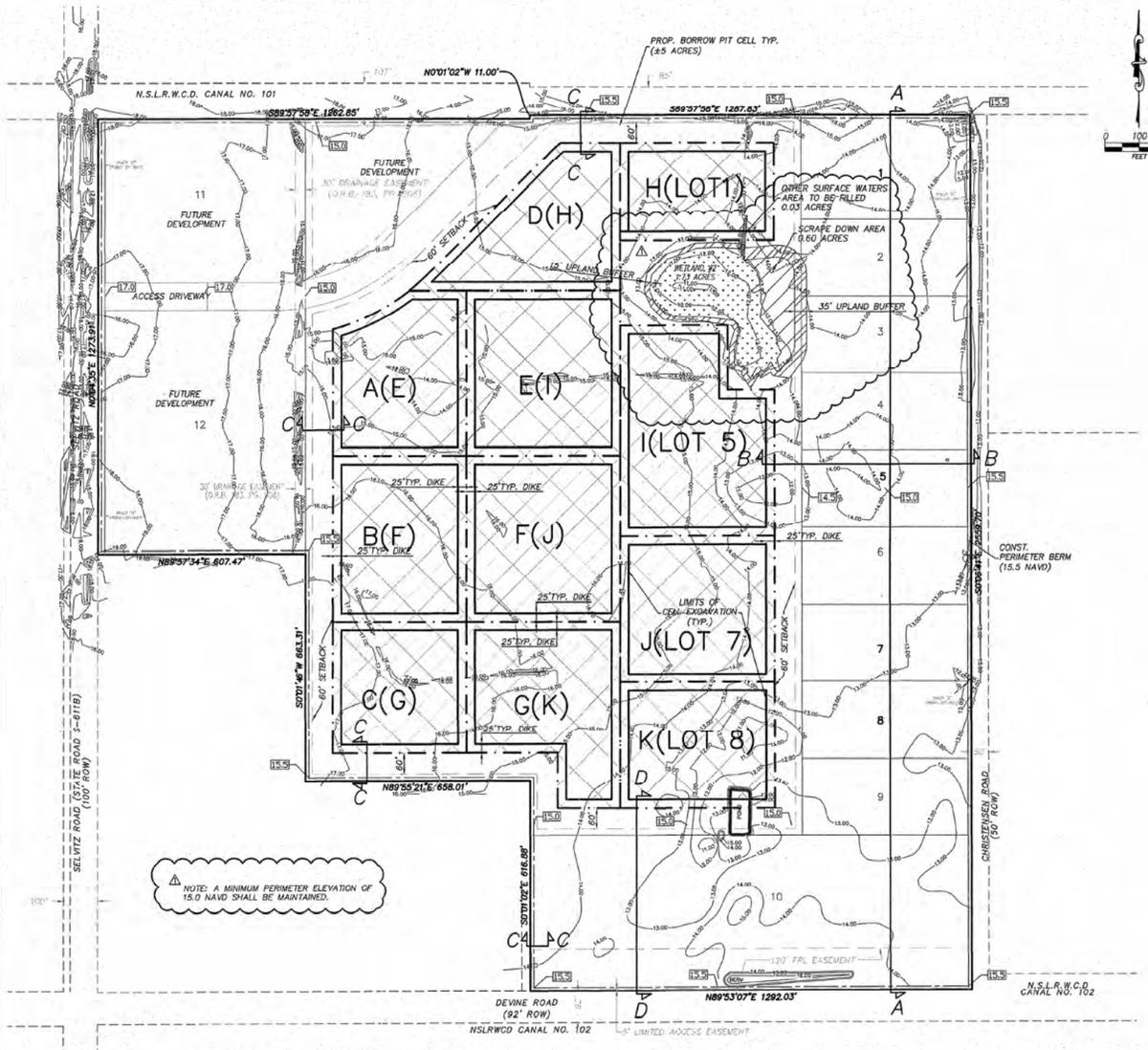
ENGINEER:
**Culpepper & Terpening, Inc.**
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: (772) 464-3537
Fax: (772) 464-9497

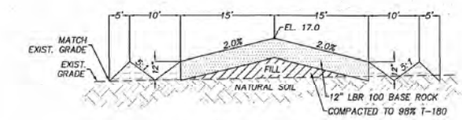
PATRICK J. FERLAND — LICENSE — No 33125 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

CULPEPPER & TERPENING INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34981 • (772) 464-3537
151 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-3376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

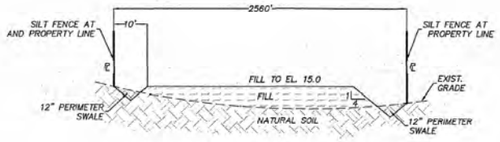


Application No. 150323-3
Exhibit 2.0

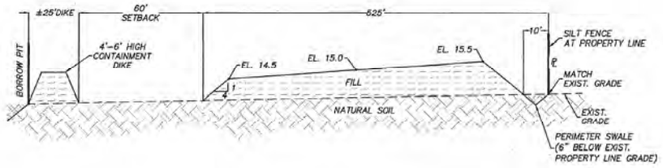


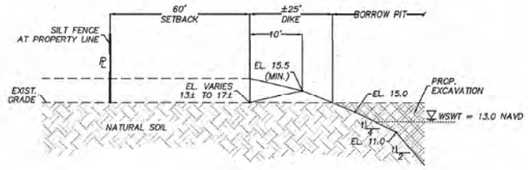

## ACCESS DRIVEWAY DETAIL (TYP.)
N.T.S.



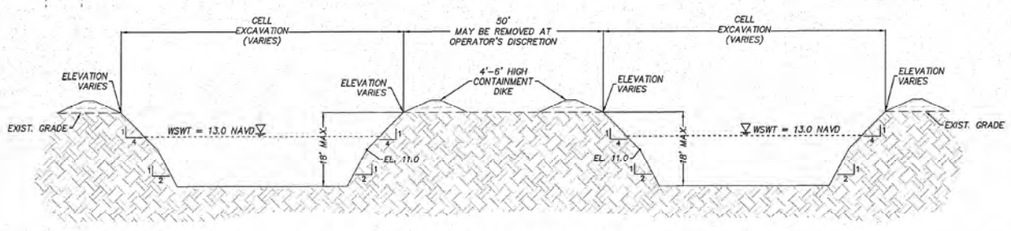

## SECTION A-A
N.T.S.



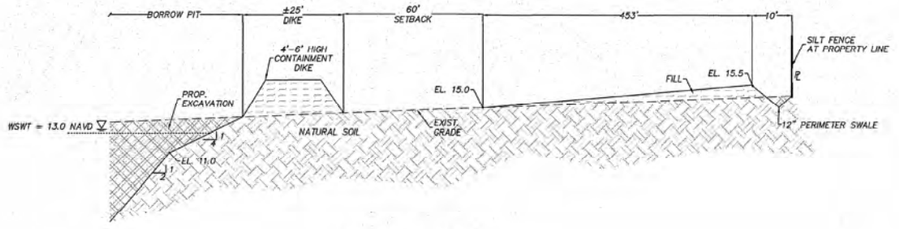

## SECTION B-B
N.T.S.




## SECTION C-C
N.T.S.




## TYPICAL CELL EXCAVATION DETAIL
N.T.S.




## SECTION D-D
N.T.S.

NOTES:

1. TOTAL SITE AREA = 122.8 ACRES
   EXCAVATION AREA = 47.37 ACRES
2. 35' UPLAND BUFFER AREA = 0.41 ACRES
   15' UPLAND BUFFER AREA = 0.36 ACRES
   TOTAL BUFFER AREA = 0.77 ACRES
3. A MINIMUM PERIMETER ELEVATION OF 15.0 NAVD SHALL BE MAINTAINED.
4. SURVEY INFORMATION BASED ON SURVEY PREPARED BY LIDBERG LAND SURVEYING INC. DATED FEBRUARY 13, 2014.
5. REFER TO CULPEPPER & TERPENING, INC. SELVITZ CROSSING TURN LANE DESIGN PLANS FOR DETAILS OF SELVITZ ROAD CONNECTION.
6. CONTRACTOR SHALL IMMEDIATELY CEASE OPERATIONS IF TURBID WATER LEAVES THE SITE.
7. PERIMETER SILT FENCING SHALL BE INSTALLED AND APPROVED PRIOR TO SITE CLEARING. CONTRACTOR SHALL ROUGH GRADE THE SITE SO THAT STORM WATER WILL DRAIN INTO HALL'S.
8. SURVEY INFORMATION BASED ON SURVEY PREPARED BY LIDBERG LAND SURVEYING INC, DATED FEBRUARY 13, 2014.

## LEGEND

- XX.XX CONTOURS
- RIGHT OF WAY
- EASEMENT
- PROPERTY LINE
- PERIMETER BERM
- XX.X PROP. GRADES
- A CELL IDENTIFICATION
- ⚠ A(E) CELL IDENTIFICATION (STOCKPILE IDENTIFICATION)
- BORROW PIT EXTENTS (47.37 ACRES)
- WETLAND BUFFER 35' BUFFER (0.41 ACRES) 15' BUFFER (0.36 ACRES)
- WETLAND SCRAPE DOWN AREA (0.60 ACRES)
- WETLAND (1.73 ACRES)
- OTHER SURFACE WATERS TO BE FILLED (0.03 ACRES)

PATRICK J. FERLAND, P.E. LICENSE NO. 33125
STATE OF FLORIDA PROFESSIONAL ENGINEER
PATRICK J. FERLAND, P.E. FL. REG. NO. 33125

811 Know what's below. Call before you dig.

DATUM NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

| COMPUTER FILE REF. | FIELD BK./PG. |
|---|---|
| 13-131 BASE.dwg | |

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2000 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34947 • (772) 461-2007
101 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-2100
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

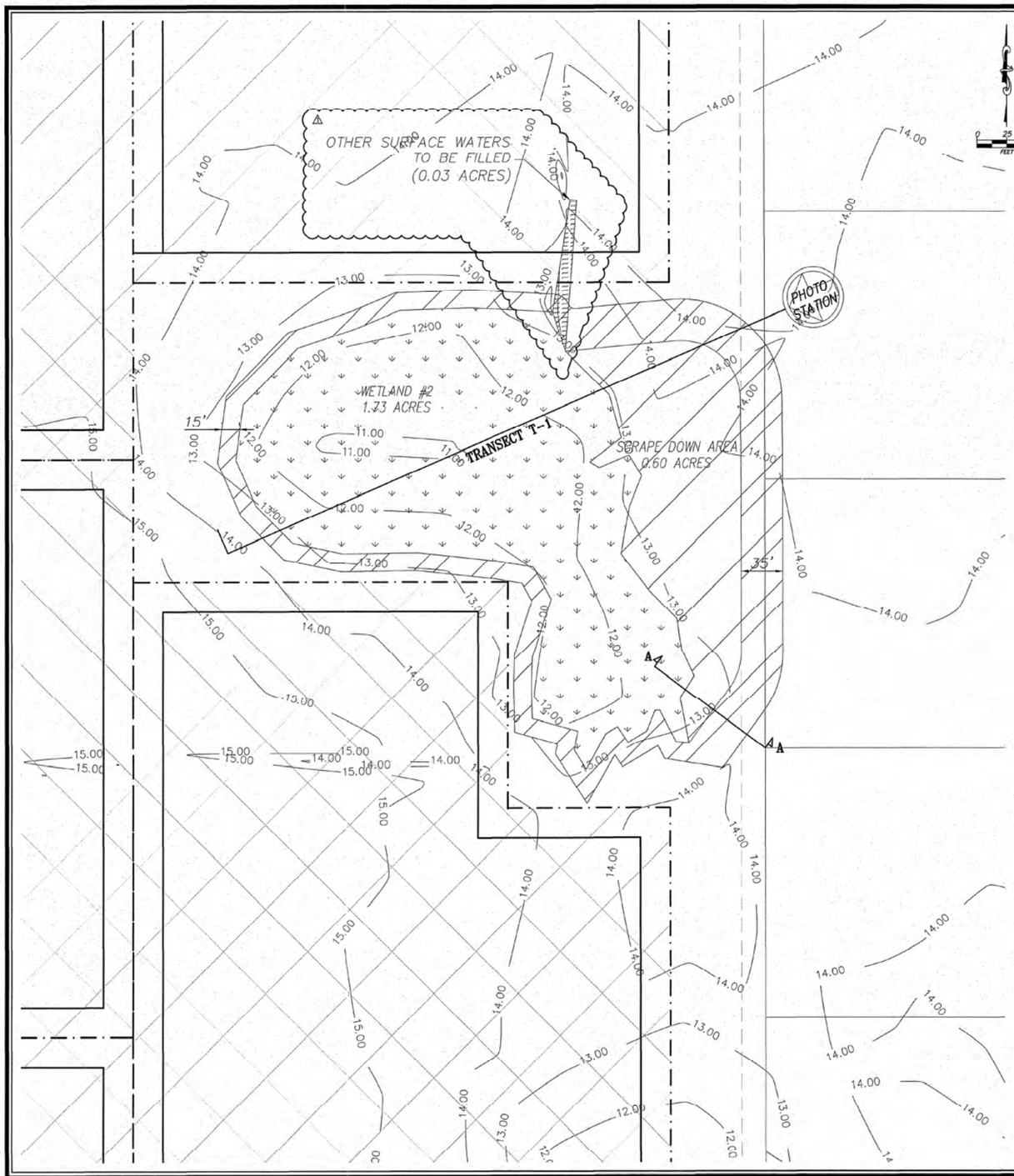
| – REVISIONS – | BY | DATE |
|---|---|---|
| ⚠1 ADDED WETLAND NO. 2 & BUFFER. | JK | 05-04-16 |
| ⚠2 ADDED MINIMUM PERIMETER ELEVATION NOTE. | JK | 05-04-16 |
| ⚠3 ADDED STOCKPILE INFORMATION. | JK | 05-04-16 |
| ⚠4 REVISED "WETLAND" TO BE FILLED TO "OTHER SURFACE WATERS." | JK | 08-19-16 |
| | | |
| | | |

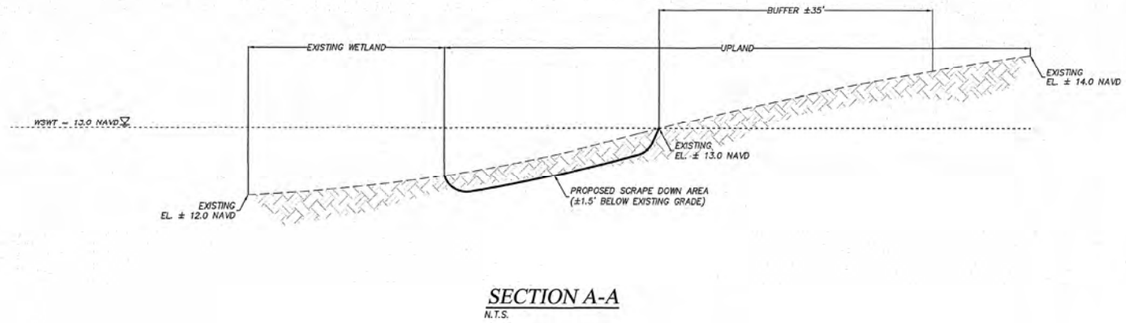
| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 01-30-15 |
| DETAILED | | |
| CHECKED | SKM | 02-11-15 |
| APPROVED | PJF | 02-25-15 |

# SELVITZ CROSSING

## EXCAVATION PLAN

DATE: 06-21-2016
HORZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 13-131
SHEET 2 OF 5




SECTION A-A
N.T.S.

LEGEND

- BORROW PIT EXTENTS (47.37 ACRES)
- WETLAND BUFFER 35' BUFFER (0.41 ACRES) 15' BUFFER (0.36 ACRES)
- WETLAND SCRAPE DOWN AREA (0.60 ACRES)
- WETLAND (1.73 ACRES)
- OTHER SURFACEWATERS TO BE FILLED (0.03 ACRES)
- xx.xx CONTOURS
- EASEMENT
- BORROW PIT

PATRICK J. FERLAND, P.E. LICENSE No 33125 STATE OF FLORIDA PROFESSIONAL ENGINEER

PATRICK J. FERLAND, P.E. FLORIDA LICENSE NO. 33125

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DATUM NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

| COMPUTER FILE REF. | FIELD BK./PG. |
|---|---|
| 13-131 BASE.dwg | |

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2980 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34981 * (772) 464-3607
151 S.W. FLAGLER AVE * STUART, FLORIDA 34994 * (772) 220-2376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4280

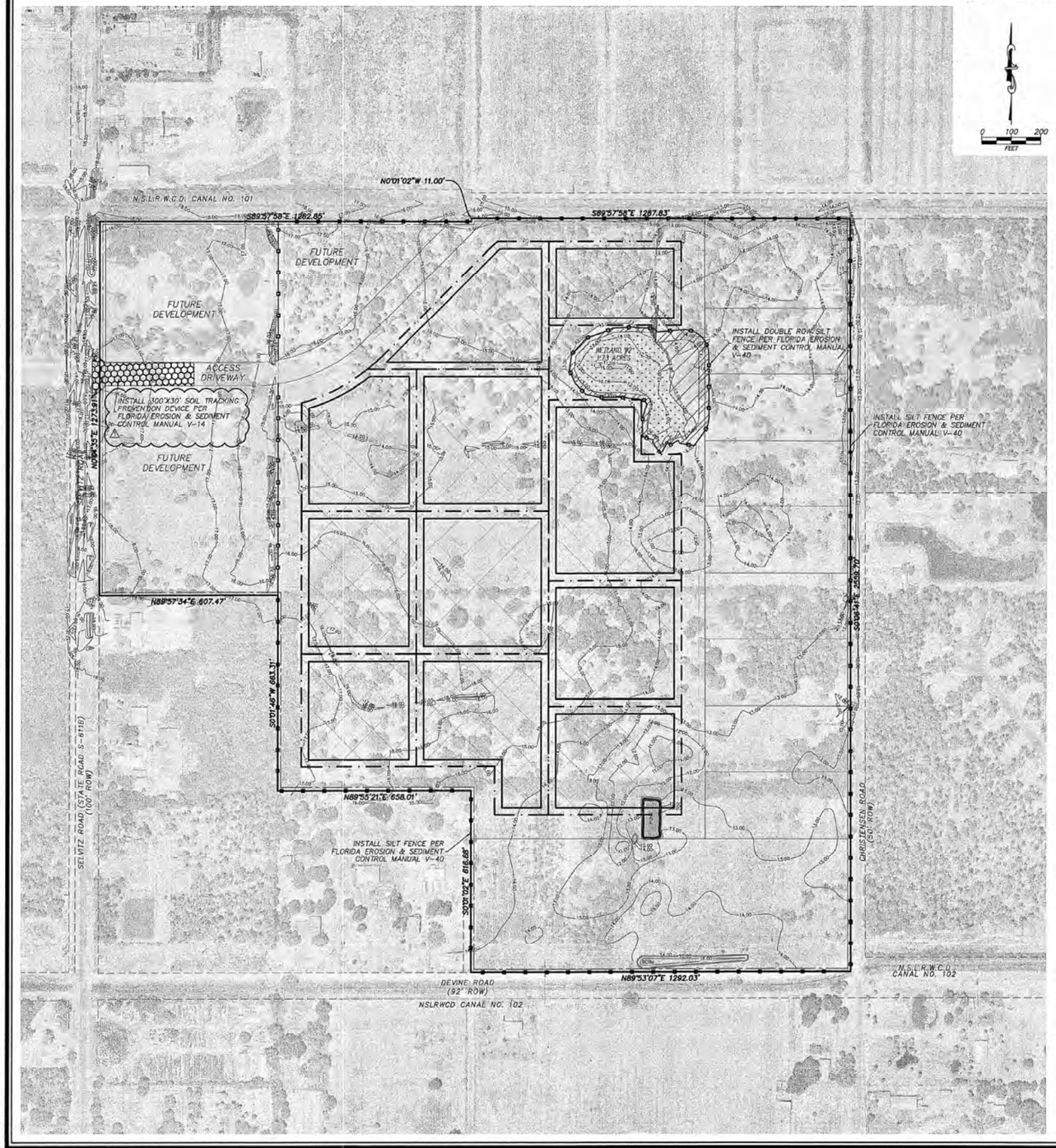
| - REVISIONS - | | |
|---|---|---|
| ⚠1 REVISED "WETLAND" TO BE FILLED TO "OTHER SURFACE WATERS." | JK | 08-19-16 |

| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 04-26-16 |
| DETAILED | | |
| CHECKED | SKM | |
| APPROVED | PJF | 04-26-16 |

# SELVITZ CROSSING

## WETLAND 2 IMPROVEMENT PLAN

DATE: 06-21-2016
HORZ. SCALE: 1"=50'
VERT. SCALE: NA
JOB No. 13-131
SHEET 3 OF 6




STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

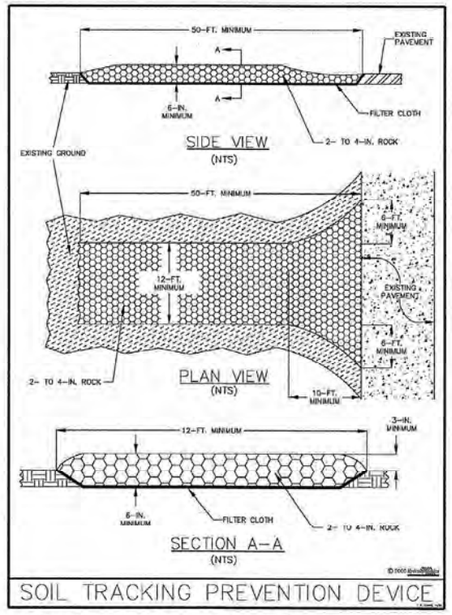



**Figure V-14: Illustration of a Soil Tracking Prevention Device**

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STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

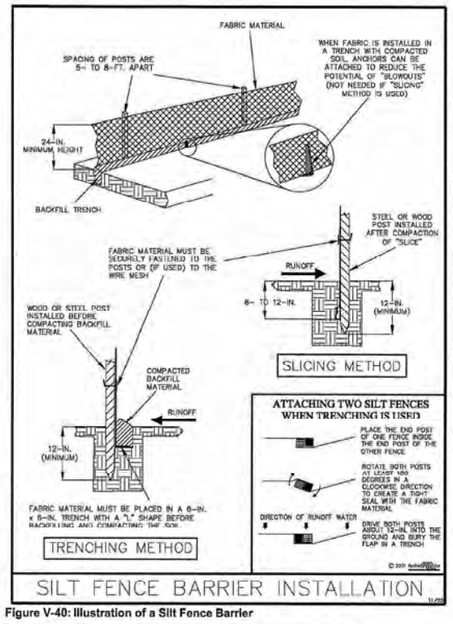


**Figure V-40: Illustration of a Silt Fence Barrier**

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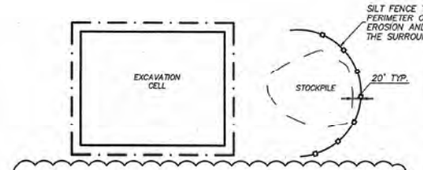
NOTE:

THE FOLLOWING INSPECTIONS ARE REQUIRED BY THE CITY OF FORT PIERCE ENGINEERING DEPT. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING DEPT. AT LEAST TWO (2) WORKING DAYS BEFORE THE REQUIRED INSPECTIONS. (772-467-3776)

1. START OF CONSTRUCTION.
2. INSTALLATION OF SEDIMENT AND EROSION MEASURES.
3. COMPLETION OF SITE CLEARING.
4. COMPLETION OF ROUGH GRADING.
5. COMPLETION OF FINAL GRADING.
6. CLOSE OF THE CONSTRUCTION.
7. COMPLETION OF FINAL LANDSCAPING

LEGEND

- CONTOURS
- RIGHT OF WAY
- EASEMENT
- PROPERTY LINE
- PERIMETER BERM
- SILT FENCE
- BORROW PIT EXTENTS AND LIMITS OF CLEARING
- SOIL TRACKING PREVENTION DEVICE




TYPICAL STOCKPILE EROSION CONTROL PLAN VIEW
N.T.S.

PATRICK J. FERLAND, P.E. FL. REG. NO. 53125

811 Know what's below. Call before you dig.

| COMPUTER FILE REF. | FIELD BK./PG. |
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| 13-131 BASE.dwg | |

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CONSULTING ENGINEERS | LAND SURVEYORS
2900 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34982 * (772) 464-3027
151 S.W. FLAGLER AVE * STUART, FLORIDA 34994 * (772) 220-2070
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

| - REVISIONS - | | |
|---|---|---|
| 1 ADDED STOCKPILE DETAILS. | JK | 05-04-16 |
| 2 ENLARGED SOIL TRACKING PREVENTION DEVICE BY BY 200'. | JK | 05-04-16 |

| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 01-30-15 |
| DETAILED | | |
| CHECKED | SKM | 02-11-15 |
| APPROVED | PF | 02-25-15 |

SELVITZ CROSSING

SWPP PLAN

DATE: 06-21-2016
HORZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 13-131
SHEET 4 OF 5

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE EXCAVATION OF BORROW PITS APPROXIMATELY 59.28 ACRES.

THE LIMITS OF THE PROJECT INCLUDE:
PLEASE REFER TO THE EXCAVATION PLAN FOR THE DISTANCE AND BEARING OF THE PROPERTY.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW. UNLESS THE CONTRACTOR PROPOSES A DIFFERENCE SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING.
2. EARTHWORK AND EXCAVATION OF BORROW PITS.
3. FILLING OF LOTS AS DEPICTED IN THE PLANS.
4. STABILIZE AND SOD THE UNPAVED PROJECT AREA.

1.C. AREA ESTIMATED

TOTAL SITE AREA: 122.8 ± AC
TOTAL AREA TO BE DISTURBED: 61.91 ± AC

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS: N/A
BEFORE: N/A
DURING: N/A
AFTER: N/A

SOILS DATA: N/A.

OUTFALL INFORMATION: N/A

THERE IS NO PROPOSED OUTFALL

SURFACE WATERS: N/A

DISCHARGE POINTS TO SURFACE WATERS: N/A

THERE IS NO OFF-SITE DISCHARGE ASSOCIATED WITH THE PROJECT.

1.E. SITE MAP:

THE EXCAVATION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW.

- APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTIONS ON THE PLAN SHEETS.
- AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS.
- AREAS NOT TO BE DISTURBED: THE AREAS TO NOT TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS.
- LOCATION OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE SWPPP SHEET 4 OF 5.
- LOCATION OF PERMANENT CONTROLS: NOT APPLICABLE
- AREAS TO BE STABILIZED:

AS THE BORROW PIT EXCAVATION IS COMPLETED, THE BORROW PIT IS TO BE STABILIZED PRIOR TO THE BEGINNING OF THE EXCAVATION OF THE NEXT BORROW PIT.

1.F. RECEIVING WATERS: N/A

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CLOSED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

TEMPORARY:

ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

- TURF AND SOD IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

PERMANENT:

-SOD IN ACCORDANCE WITH SPECIFICATION SECTION 575.

2.A.2 STRUCTURAL PRACTICES:

SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

- SEDIMENT BARRIERS IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.
- INLET PROTECTION IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

PERMANENT:

- SOD.

2.B STORMWATER MANAGEMENT: N/A

NO OFF-SITE DISCHARGE IS PROPOSED.

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

- COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
- REMOVING EXCESS DIRT FROM ROADS DAILY.
- STABILIZED CONSTRUCTION ENTRANCES ACCORDING TO FLORIDA EROSION & SEDIMENT CONTROL MANUAL.
- USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 FERTILIZERS AND PESTICIDES:

THE PROPOSED PROCEDURES APPLYING FERTILIZERS AND PESTICIDES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.4 TOXIC SUBSTANCES:

THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THE ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D APPROVED STATE AND LOCAL PLANS AND PERMITS:

-THE PROJECT IS CURRENTLY UNDER REVIEW.

3.0 MAINTENANCE:

THE CONTRACTOR SHALL MAINTAIN ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- SILT FENCE: MAINTAIN PER FIGURE V-40. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS OR AS NECESSARY.
- SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEASE ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- STRUCTURAL CONTROLS.
- STORMWATER MANAGEMENT SYSTEMS.
- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZED EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE CITY OF FORT PIERCE PUBLIC WORKS DEPARTMENT.

PATRICK J. FERLAND, LICENSE No. 33125, STATE OF FLORIDA, PROFESSIONAL ENGINEER
9/9/16
PATRICK J. PERLAND, PE FLORIDA REG. NO. 33125

| COMPUTER FILE REF. | FIELD BK./PG. |
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101 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-2376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

| - REVISIONS - | | |
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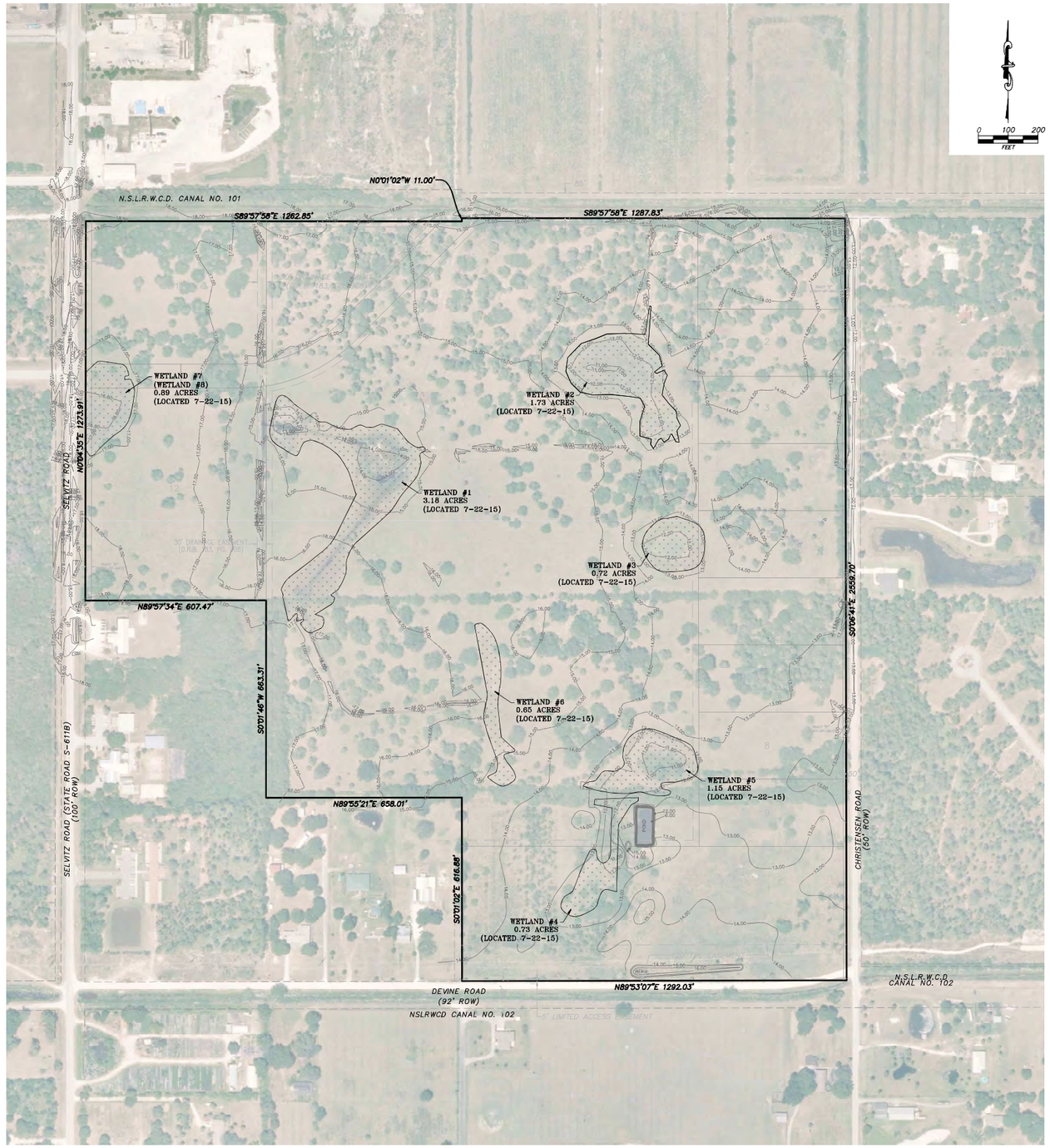
| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 01-30-15 |
| DETAILED | | |
| CHECKED | SKM | 02-11-15 |
| APPROVED | PF | 02-25-15 |

SELVITZ CROSSING

SWPPP SPECIFICATIONS

DATE: 06-21-2016
HORZ. SCALE: NA
VERT. SCALE: NA
JOB No. 13-131
SHEET 5 OF 5

Page 5 of 5
Application No. 150323-3
Exhibit 2.0




LEGEND

- CONTOURS
- RIGHT OF WAY
- EASEMENT
- PROPERTY LINE

PATRICK J. FERLAND, P.E. FL. REG. NO. 33125

811 Know what's below. Call before you dig.

| COMPUTER FILE REF. | FIELD BK./PG. |
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| 13-131 Wetlands Aerial Exhibit.dwg | |


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CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34982 * (772) 464-3537
161 S.W. FLAGLER AVE * STUART, FLORIDA 34994 * (772) 220-3376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286


| - REVISIONS - | | |
|---|---|---|
| | | |

| | BY | DATE |
|---|---|---|
| FIELD | | |
| CALCS. | | |
| DRAWN | JK | 06-22-16 |
| DETAILED | | |
| CHECKED | | |
| APPROVED | | |

# SELVITZ CROSSING

## WETLAND AERIAL EXHIBIT

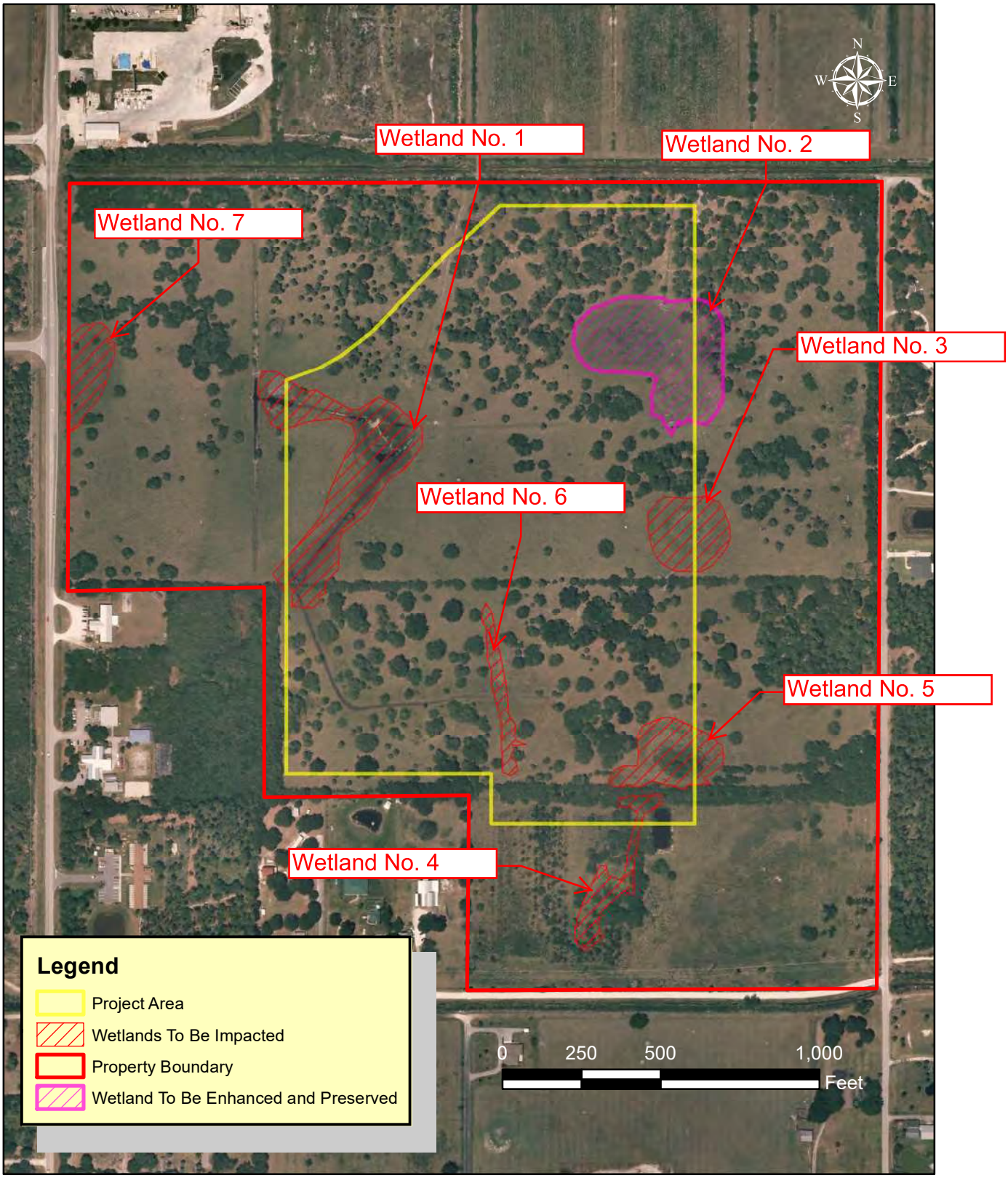
DATE: 06-22-2016
HORZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 13-131
SHEET 1 OF 1

Page 1 of 1

Application No. 150323-3

Exhibit 3.0

# Selvitz Road Wetland Impact and Preservation Map




Note: There is no wetland number 7

# DEED OF CONSERVATION EASEMENT
# STANDARD

Prepared by:
Patrick J. Ferland, PE
Culpepper & Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981

Return original or certified recorded document to:

South Florida Water Management District
3800 NW 16th Blvd., Suite A
Okeechobee, FL 34972

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4224378 08/26/2016 03:28:33 PM
OR BOOK 3906 PAGE 573 - 585 Doc Type: DEED
RECORDING: $112.00
Doc Tax: $0.70

**THIS DEED OF CONSERVATION EASEMENT** is given this _____ day of August _____, 20 16 , by Midway St. Lucie, LLC, a Delaware limited liability company ("Grantor") whose mailing address is c/o Martin Beechler, 675 West Indiantown Rd., Suite 201, Jupiter, FL 33458 _____ to South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

**WITNESSETH**

**WHEREAS,** the Grantor is the fee simple owner of certain lands situated in St. Lucie County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS,** Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

**WHEREAS,** the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS,** Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS,** Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

**NOW, THEREFORE,** in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in St. Lucie County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Lucie County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** Midway St. Lucie, LLC ("Grantor") has hereunto set its authorized hand this 9th day of August, 2016.

☐ A Florida corporation or ☑ Delaware limited liability company (*choose one*)

By: _____
(Signature)

Name: Butch Beechler
(Print)

Title: Authorized Signatory

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

Name: Ward Wilke
(Print)

By: _____
(Signature)

Name: ANNETT PASCARELLA
(Print)

STATE OF FLORIDA

COUNTY OF St. Lucie

On this 9 day of August, 2016, before me, the undersigned notary public, personally appeared Butch Beechler, the person who subscribed to the foregoing instrument, as the Authorized Signatory (title), of Midway St. Lucie, LLC ☐ (corporation), a Florida corporation, or ☑ Delaware limited liability company (*choose one*) and acknowledged that he/she executed the same on behalf of said ☑

corporation, or ☑ limited liability company (*choose one*) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a Florida driver's license (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Brenda Kay Caliendo
(Signature)

Brenda Kay Caliendo
(Name)

My Commission Expires: April 2, 2019

BRENDA KAY CALIENDO
MY COMMISSION #FF189205
EXPIRES April 2, 2019
(407) 398-0153 FloridaNotaryService.com

## MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Seacoast National Bank, N.A., the owner and holder of a mortgage dated 08/22/2005, in the original principal amount of $5,467,575.00, given by Midway St. Lucie, LLC ("Grantor") to First National B&T of the Treasure Coast ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 2346 at Page 1264,(together with that certain Assignment of Leases and Rents recorded in Official Records Book 2346, at Page 1279, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book N/A, at Page N/A, all of the Public Records of St. Lucie County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by Midway St. Lucie, LLC, in favor of South Florida Water Management District applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee Joinder, Consent and Subordination is made this 25th day of August, 2016.

By: Kevin Picart
(Signature)

SEACOAST NATIONAL BANK
(Mortgagee)

Name: KEVIN PICART

Title: SR VICE PRESIDENT
(Print)

WITNESSES:

By: Deborah Yarin
(Signature)

Name: Deborah Yarin
(Print)

By: Chrestia J. Bradley
(Signature)

Name: Chrestia J. Bradley
(Print)

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 25th day of August, 2016, by KEVIN PICART (print name), as Senior Vice President (title) of Seacoast National Bank, NA (Grantor of Mortgage), on behalf of the Seacoast National Bank, NA (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a Florida (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Chrestia J. Bradley
(Signature)

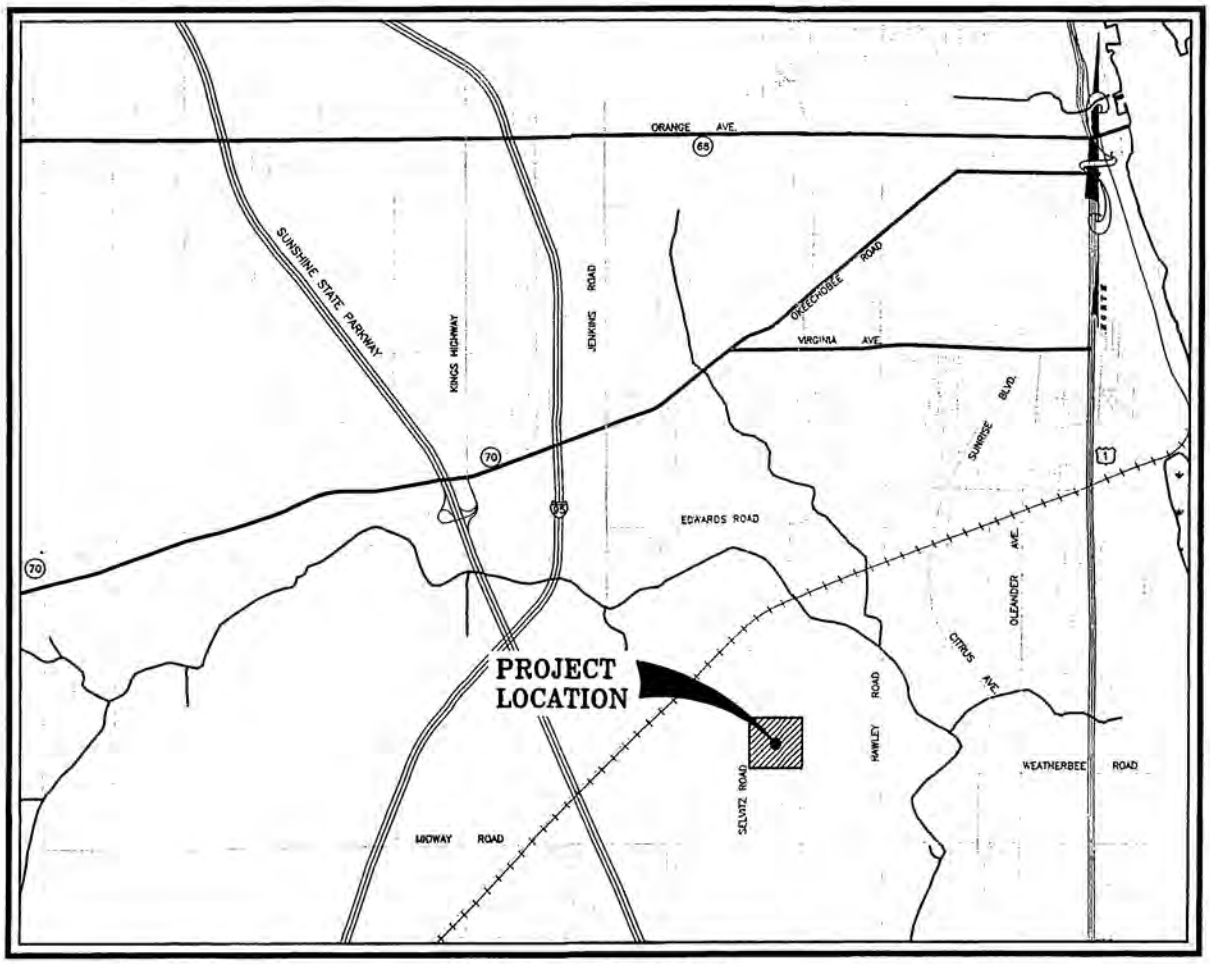
Chrestia J. Bradley
(Name)

My Commission Expires: 1-22-17

CHRESTIA J. BRADLEY
Notary Public - State of Florida
My Comm. Expires Jan 22, 2017
Commission # EE 867393
Bonded Through National Notary Assn.

## EXHIBIT A

[LOCATION MAP]




LOCATION MAP

N.T.S.

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

# LEGAL DESCRIPTION

Being a conservation easement lying in a portion of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows;

Commence at the intersection of the East right-of-way of Selvitz Road (a 100.00 foot wide right-of-way) and the South right-of-way of North St. Lucie River Water Control District Canal No. 101 (a variable width right-of-way), also being the Northwest corner of those lands as described in Official Records Book 2202, Page 1580, Public Records of St. Lucie County, Florida; thence along the South right-of-way of North St. Lucie River Water Control District Canal No. 101 the following 3 courses and distances; thence South 89°57'58" East, a distance of 1262.85 feet; thence North 00°01'02" West, a distance of 11.00 feet; thence South 89°57'58" East, a distance of 393.59 feet; thence South 00°02'02" West, a distance of 407.78 feet; to the POINT OF BEGINNING of the following described easement;

Thence North 71°27'23" East, a distance of 54.31 feet; thence North 67°15'50" East, a distance of 42.32 feet; thence North 87°48'36" East, a distance of 63.12 feet; thence South 87°00'01" East, a distance of 69.69 feet to a point of curve to the right having a radius of 15.00 feet and a central angle of 64°16'06"; thence Southeasterly along the arc a distance of 16.83 feet to a point of reverse curve to the left having a radius of 5.00 feet and a central angle of 72°36'25"; thence Southeasterly along the arc, a distance of 6.34 feet; thence North 84°39'41" East, a distance of 81.09 feet to a point of curve to the right having a radius of 85.00 feet and a central angle of 95°29'48"; thence Southeasterly along the arc a distance of 141.67 feet; thence South 00°26'19" East, a distance of 75.90 feet; thence South 00°07'24" East, a distance of 135.35 feet to a point of curve to the right having a radius of 85.00 feet and a central angle of 36°20'44"; thence Southerly along the arc a distance of 53.92 feet; thence South 36°15'23" West, a distance of 57.68 feet; thence North 80°54'50" West, a distance of 49.41 feet; thence North 27°31'58" West, a distance of 12.19 feet; thence South 59°08'33" West, a distance of 34.57 feet; thence North 33°29'46" West, a distance of 11.98 feet; thence South 29°34'08" West, a distance of 46.95 feet; thence North 32°40'23" West, a distance of 49.47 feet; thence North 11°03'02" East, a distance of 8.36 feet; thence North 74°34'24" West, a distance of 37.00 feet; thence North 01°29'17" West, a distance of 39.36 feet; thence North 01°34'20" East, a distance of 26.06 feet; thence North 18°02'13" East, a distance of 47.08 feet; thence North 29°07'20" West, a distance of 17.13 feet; thence North 80°48'10" West, a distance of 25.18 feet; thence North 83°54'02" West, a distance of 63.70 feet; thence South 89°10'25" West, a distance of 63.72 feet; thence North 78°07'56" West, a distance of 49.20 feet; thence North 44°38'13" West, a distance of 50.85 feet; thence North 23°47'08" West, a distance of 49.09 feet; thence North 07°30'21" East, a distance of 56.17 feet; thence North 43°54'52" East, a distance of 74.51 feet to the POINT OF BEGINNING.

Containing 3.800 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

8/12/16

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199



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 4236

CONSERVATION EASEMENT
DESCRIPTION

| JOB NO: 13-131 | SCALE: NA |
|---|---|
| DWG: 13-131 s&d ce.dwg | DATE: 8-12-2016 |

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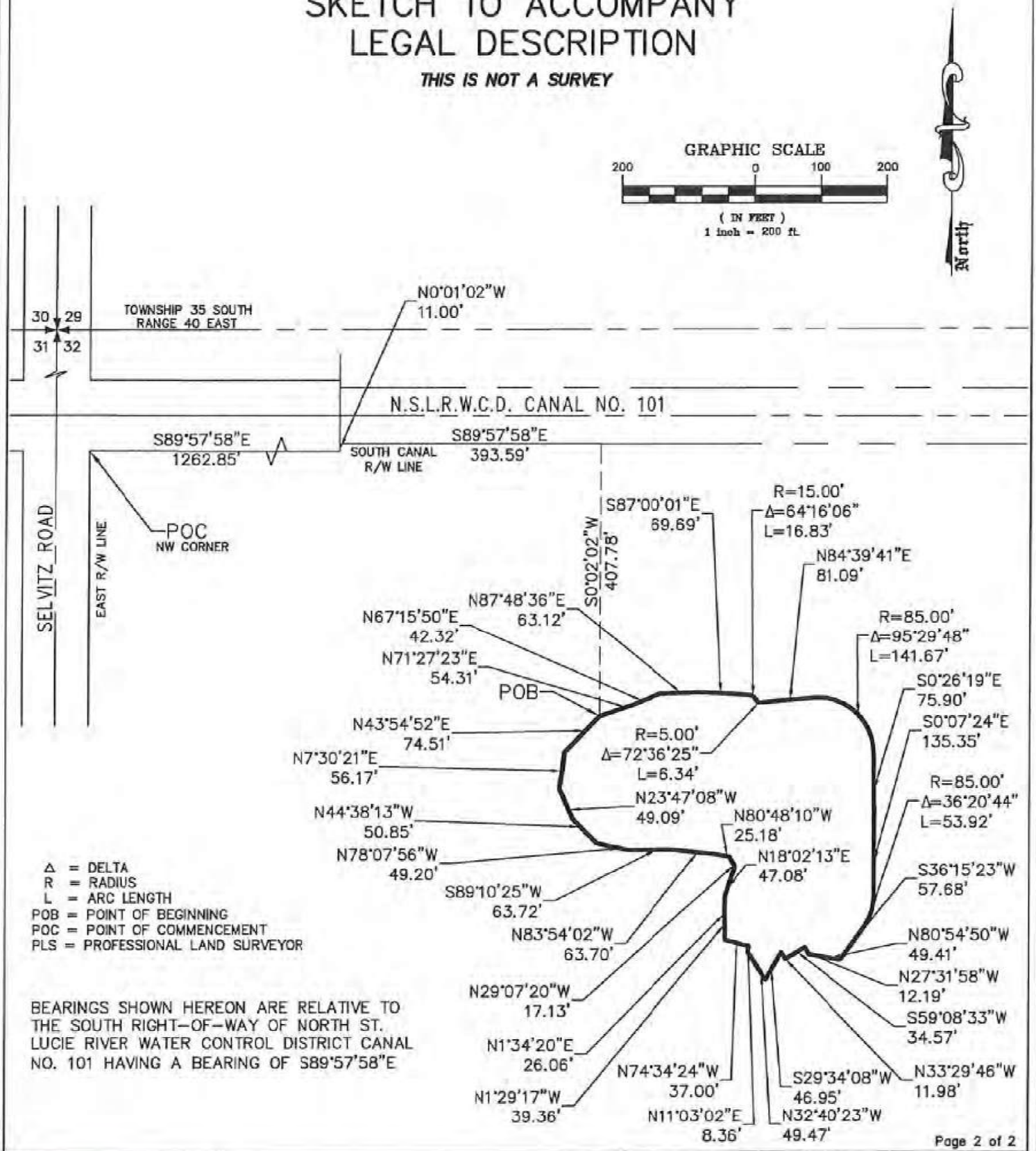
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

***THIS IS NOT A SURVEY***




Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH RIGHT-OF-WAY OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101 HAVING A BEARING OF S89°57'58"E

Page 2 of 2


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 4236


## CONSERVATION EASEMENT

### SKETCH

| | |
|---|---|
| JOB NO: 13-131 | SCALE: 1"=200' |
| FILE: 13-131 s&d ce.dwg | DATE: 8-12-2016 |

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**EXHIBIT C**

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

# Bluefield Ranch Mitigation Bank

**David McIntosh, Trustee**
901 North Olive Avenue
West Palm Beach, FL 33401
P (561) 355-3900; F (561) 659-9811
C (561) 346-4072
Dave McI@bellsouth.net

## Memorandum

**To:** **Mr. Jose Vega**
**Environmental Resource Permitting, SFWMD**

**Cc:** Mr. Robert M. Brown

**From:** Dave McIntosh

**Subject:** Selvitz Crossing Borrow Pit (ERP Application # 150323-3)
f/k/a Midway St. Lucie, LLC: The Meadows (ERP App# 051108-16)
Mitigation at Bluefield Ranch Mitigation Bank

**Date:** September 13, 2015

---

Good afternoon, Mr. Vega:

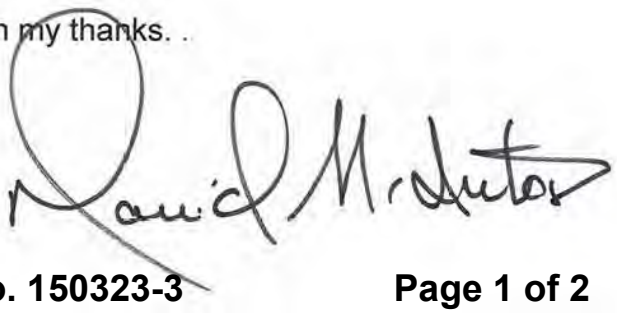
On September 26, 2006, I wrote to inform you that the St. Lucie County project known as The Meadows (ERP Application # 051108-16) had purchased 2.4 herbaceous credits from Bluefield Ranch Mitigation Bank ("BRMB"). Those credits were deducted from BRMB's credit ledger. For your ease of reference, a copy of my letter in that regard is attached.

I now advise you that the same piece of real estate is now called Selvitz Crossing Borrow Pit. I have agreed with the current owner of the real estate on which Selvitz Crossing Borrow Pit is located that I would authorize you, and request of you, that those same 2.4 herbaceous credits that I referenced on September 26, 2006, now be restored (credited) to BRMB credit ledger and then immediately applied to (and debited from BRMB's ledger) to Selvitz Crossing Borrow Pit ERP Application # 150323-3).

As you are aware, Bluefield Ranch Mitigation Bank is permitted for the sale of such credits by the South Florida Water Management District pursuant to Permit #56-00002-M.

If you have any questions, please contact me directly.

All the best to you and your colleagues, with my thanks. .



# Bluefield Ranch Mitigation Bank

**David McIntosh, Trustee**
901 North Olive Avenue
West Palm Beach, FL 33401
P (561) 355-3900; F (561) 659-9811
C (561) 346-4072
Dave McI@bellsouth.net

## Memorandum by fax

**To:** **Environmental Resource Permitting**
**South Florida Water Management District (561-682-6896)**

**Cc:** Mr. Peter Paganelli (212-223-4651)

**From:** Dave McIntosh

**Subject:** Midway St. Lucie, LLC: The Meadows (ERP Application # 051108-16)
Mitigation at Bluefield Ranch Mitigation Bank

**Date:** September 26, 2006

---

Ladies and Gentlemen:

I'm pleased to inform you that Midway St. Lucie, LLC, has completed all of its obligations under its contract with Bluefield Ranch Mitigation Bank to purchase two and four-tenths (2.4) herbaceous wetland mitigation credits for its project known as The Meadows in St. Lucie County, Florida.

As you are aware, Bluefield Ranch Mitigation Bank is permitted for the sale of such credits by the South Florida Water Management District pursuant to Permit #56-00002-M.

I now ask that you withdraw from Bluefield's credit ledger 2.4 herbaceous credits and that you permanently associate of those credits with the Permit of Midway St. Lucie, LLC, for its project known as The Meadows.

If you have any questions, please contact me directly.

Thank you.

**TOTAL PAGES TRANSMITTED - 1**

# Selvitz Crossing
# Wetland Mitigation

## 1.0 INTRODUCTION

A total of seven (7) isolated remnant marsh wetlands are located on the 105 acre project site. All wetlands are interconnected via shallow drainage ditches that were constructed several decades ago for agriculture use on the property. The seven (7) wetlands total approximately 9.05 acres in size. Previously, an application (051108-16) was submitted on November 8, 2005 for a residential development to be known as “The Meadows”. That application was subsequently withdrawn by the applicant due to declining market conditions for single-family residential dwellings. However, the applicant did purchase 2.4 credits from the Bluefield Ranch Mitigation Bank to offset proposed wetland impacts as part of the development.

## 2.0 WETLAND SUMMARY

| Wetland # | Acres | WRAP Score | Functional Loss |
|---|---|---|---|
| **1** | 3.18 | 0.50 | 1.59 |
| **2** | 1.73 | 0.47 | (0.81)* |
| **3** | 0.72 | 0.33 | 0.24 |
| **4** | 0.73 | 0.33 | 0.24 |
| **5** | 1.15 | 0.33 | 0.38 |
| **6** | 0.65 | 0.17 | 0.11 |
| **7** | 0.89 | 0.26 | 0.23 |
| **TOTALS** | **9.05** | **N/A** | **2.79*** |

***Wetland 2 to be preserved and is excluded from functional loss total**

## 3.0 ELIMINATION AND REDUCTION OF IMPACTS

Pursuant to Sections 10.2.1 and 10.2.1.2 of the Applicant's Handbook, the applicant is proposing mitigation that implements all or part of a plan that provides regional ecological value and that provides greater long term ecological value than the area of wetlands to be adversely affected. In addition, the applicant is proposing to preserve Wetland 2 and scrape down an area adjacent to this wetland.

## 4.0 PROPOSED PLAN

This application proposes to impact six (6) of the existing wetlands. To compensate for the impact, the applicant will utilize the 2.4 credits previously purchased. In addition, the applicant is proposing to preserve Wetland 2 (1.73 acres) and scrape down an adjoining 0.6 acre area. The area to be scraped adjacent to Wetland 2 will have a bottom elevation 1.5 feet below ground elevation and will be mulched with soils from the impacted wetlands. The wetland soils will provide for an excellent seed source and the area will be left to natural recruitment to reestablish vegetative coverage during the first two years after the mitigation work is completed.

In addition, the applicant will create a transitional buffer landward of both the existing Wetland 2 and the created/scraped area. The buffer width will be 15' along the western half of the mitigation area increasing to 35' along the eastern half (area adjacent to lots). The buffer area will be planted with slash pine, saw palmetto and cordgrass.

Sheet flow should be more than adequate to maintain the hydrology on the project site; especially since the existing ditches will be removed as part of the mining project. During periods of seasonal low water level, the organic soils should retain sufficient water to support wetland vegetation. Despite significant overdrainage from existing ditches, Wetland 2 supports an excellent coverage of wetland vegetation and soils retain moisture even in the dry season.

Any areas that have not achieved at least 80 percent coverage with native species after the second year of monitoring will be replanted with appropriate native vegetation.

The planting list, quantities, and location of planting will be approved by District personnel prior to implementation. However, the following is a typical planting density if there is zero native vegetation recruitment.

TYPICAL REPLANTING



***TYPICAL WETLAND PLANTS***

| Common Name | Scientific Name | Density | Size |
|---|---|---|---|
| Duck Potato | Sagittaria Latifolia | 3' O.C. | BR |
| Fire Flag | Thalia Geniculata | 3' O.C. | BR |
| Giant Bulrush | Scirpus Californicus | 3' O.C. | BR |
| Jointed Spikerush | Eleocharis Interstincta | 3' O.C. | BR |
| Pickerel Weed | Pontederia Cordata | 3' O.C. | BR |
| Sand Cordgrass | Spartina Bakeri | 3' O.C. | BR |

Lastly, the entire mitigation area comprising 2.33 of wetlands and associated upland buffer will be placed under conservation easement.

## 5.0 MONITORING

The wetland monitoring plan includes one transect established through Wetland 2. A total of 4 data collection stations will be established along the transect to document vegetative coverage and hydrologic conditions. Vegetative coverage will be documented at each of the 4 data collection stations shown on the Monitoring Plan Map (attached). The vegetative coverage will be measured as absolute coverage within an area of approximately 250 square feet at each monitoring station. The vegetation will be measured in percent coverage of the ground cover. The total percent cover will not exceed 100 percent, and each species documented will be reported in both common and Latin names. The coverage will be measured by visual observation in each of four quadrants from the fixed monitoring point. The data from each quadrant observation will be combined to calculate the vegetative coverage. Station locations will be permanently marked with PVC pipe to ensure consistency in data collection. At least two panoramic

photos will be collected from each of the established collection stations to provide documentation of vegetative coverage.

In addition to vegetative coverage documentation, the water level and/or soil saturation at each station will be reported, as well as any observed wildlife utilization or indicators of wildlife (i.e. tracks, scat, etc.) Also, each semi-annual report will include data on rainfall from the closest available rain gage.

The monitoring will be conducted on a semi-annual basis with data collection at or near the end of the wet season and the dry season. Reports will be provided to the District on an annual basis during the first five years so that maintenance activity can be closely tracked. The report provided at the end of two years will include a discussion and conclusion regarding achievement of the success criteria as per the permit.

## 6.0 MAINTENANCE

Each monitoring report will include recommendations from maintenance if necessary. The threshold from maintenance requirements will be any area that has five percent or more total vegetative coverage by nuisance or exotic vegetation at any time during the monitoring period. Additionally, any areas that have not achieved the 80 percent coverage requirement at the end of two years will be recommended for supplemental planting to meet this criterion.

At the request of District staff, the dates for field data collection will be provided in advance so that arrangements can be made to accompany the field biologist during the monitoring.

## 7.0 MITIGATION WORK SCHEDULE

The schedule for conducting the proposed mitigation is based on the date of permit issuance from the appropriate agencies. The following schedule is proposed, which will provide for specific dates upon permit issuance.

| Activity | Months after Permit Issuance |
|---|---|
| Record Conservation Easement over Mitigation Area | 1 month |
| Submit Recorded Easement to SFWMD | 2 months |
| Conduct Baseline Monitoring | 2 months |
| Initiate Exotic Eradication | 3 months |
| Complete Exotic Eradication | 6 months |
| Conduct Time Zero Monitoring | 7 months |
| Submit Time Zero Monitoring Report | 7 months |
| Conduct First Semi-Annual Monitoring | 13 months |
| Conduct Second Semi-Annual Monitoring | 19 months |

| | |
|---|---|
| Submit First Annual Monitoring Report | 18 months |
| Conduct Third Semi-Annual Monitoring | 22months |
| Conduct Fourth Semi-Annual Monitoring | 28 months |
| Submit Second Annual Monitoring Report | 28 months |
| Conduct Fifth Semi-Annual Monitoring | 34 months |
| Conduct Sixth Semi-Annual Monitoring | 40 months |
| Submit Third Annual Monitoring Report | 40 months |
| Conduct Seventh Semi-Annual Monitoring | 46 months |
| Conduct Eighth Semi-Annual Monitoring Report | 52 months |
| Submit Fourth Annual Monitoring Report | 52 months |
| Conduct Ninth Semi-Annual Monitoring | 58 months |
| Conduct Tenth Semi-Annual Monitoring | 64 months |
| Submit Fifth Annual Monitoring Report | 64 months |

## 8.0 COST ESTIMATE

| | |
|---|---|
| <u>Enhancement Activities</u> | |
| Earthwork and mulching | $7,500.00 |
| <u>Monitoring</u> | |
| Baseline monitoring | $1,500.00 |
| Time-Zero Monitoring | $1,500.00 |
| Semi-annual reports 10 @ $750 | $7,500.00 |
| <u>Exotic Vegetation Maintenance Costs</u> | |
| 10 semi-annual treatments @ $100 per acre | $2,500.00 |
| **TOTAL** | $20,500.00 |

## 9.0 SIGNAGE

**PRESERVE AREA**

DO NOT MOW OR CUT

NO DUMPING

**South Florida Water Management District**

**Work Schedule Requirements**

**Application No** : 150323-3



**Mitigation Plan ID:** SELVITZ BORROW PIT

| Activity | Due Date |
|---|---|
| RECORD CONSERVATION EASEMENT | 20-OCT-16 |
| SUBMIT TIME ZERO MONITORING REPORT | 30-MAY-17 |
| SUBMIT FIRST MONITORING REPORT | 30-MAY-18 |
| SUBMIT SECOND MONITORING REPORT | 30-MAY-19 |
| SUBMIT THIRD MONITORING REPORT | 30-MAY-20 |
| SUBMIT FOURTH MONITORING REPORT | 30-MAY-21 |
| SUBMIT FIFTH MONITORING REPORT | 30-MAY-22 |

**Exhibit No :**

# STAFF REPORT DISTRIBUTION LIST

SELVITZ CROSSING BORROW PIT

**Application No:** 150323-3

**Permit No:** 56-03396-P

## INTERNAL DISTRIBUTION

X Glen J. Gareau, P.E.
X Jose Vega
X Gary Priest, P.E.
X Barbara J. Conmy
X A. Bain
X A. Waterhouse
X ERC Martin/St. Lucie

## EXTERNAL DISTRIBUTION

X Permittee - Midway St Lucie L L C
X Agent - Culpepper & Terpening Inc
X Other Interested Party - Florida Department Of Environmental Protection

## GOVERNMENT AGENCIES

X City of Port St Lucie - Planning Div
X Dept of Environmental Protection - Port St. Lucie
X St. Lucie County Engineer
X St. Lucie County Planning and Development Services Mark Satterlee, AICP, Director

# STAFF REPORT DISTRIBUTION LIST

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pferland@ct-eng.com

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Jupiter FL 33458
butchb76@aol.com

Florida Department Of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400
howard.hayes@dep.state.fl.us

City of Port St Lucie - Planning Div
121 Sw Port St Lucie Blvd
Port St Lucie FL 34984-5099
ptobin@cityofpsl.com

Dept of Environmental Protection - Port St. Lucie
1801 Se Hillmoor Drive, C 204
Port St. Lucie FL 34952
cynthia.lott@dep.state.fl.us

St. Lucie County Engineer
2300 Virginia Avenue
Fort Pierce FL 34982
powleym@stlucieco.org

St. Lucie County Planning and Development Services
Mark Satterlee, AICP, Director
2300 Virginia Avenue
Fort Pierce FL 34482
satterleem@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Rezoning - Selvitz Planned Development

**NOTICES PROVIDED PURSUANT TO:** City Code Section 125-37

**NOTICE BY NEWSPAPER:** October 1st, 2023

**NOTICE BY MAIL:** September 26th, 2023

**NOTICE BY SIGNS:** July 7th, 2023

**VERIFIED BY:** Vennis Gilmore **TITLE:** Assistant Planning Director

**SIGNATURE:** _____ **DATE:** October 2nd, 2023

Tarmac America LLC
5700 Lake Wright DR; Unit Ste 300
Norfolk; VA 23502-1859

NSLRWCD
14666 Orange AVE
Fort Pierce; FL 34945-4511

TREASURE COAST BUSINESS PARK POA INC
417 N Causeway
New Smyrna; FL 32169-5266

St. Lucie Commerce Center LLC
30 S Hope Chapel RD
Jackson; NJ 08527-5018

School Board Of St Lucie Co Fl
9461 Brandywine LN
Port St Lucie; FL 34986-3307

SELVITZ I, II, & III LLC
631 US Highway 1; Unit Ste 409
North Palm Beach; FL 33408-4621

Wanda R Johnson
4767 Selvitz Rd
Fort Pierce; FL 34981-4806

Accurate Septic Holdings LLC
4120 Selvitz Rd
Fort Pierce; FL 34981-4728

K and M Properties of Fla LLC
4636 Scarborough DR
Lutz; FL 33559-8506

St Lucie County and Brickhaven Enterprises Inc
2300 Virginia Ave
Fort Pierce; FL 34982-5632

Dogs and Cats Forever Inc
PO Box 880043
Port St Lucie; FL 34988-0043

Donald A Schooley and Jennett L Schooley
3760 Devine RD
Fort Pierce; FL 34981-5069

Michelle Calandro and Joshua Calandro
3780 Devine Rd
Fort Pierce; FL 34981-5069

Gemz Cash Home Solutions LLC (TR)
2523 Glendale PL
Royal Palm Beach; FL 33411-6133

Stephan Magliore (TR) and Ruth Nancy Lavache (TR)
3880 Devine RD
Fort Pierce; FL 34981-5029

Stonebridge Senior Living LLC
701 SE Hidden River DR
Port St Lucie; FL 34983-2798

Patricia B Lawson (TR) (EST)
4230 Christensen RD
Fort Pierce; FL 34981-5011

Rudolph Klaesen
4534 Highway 25 S
Fulton; MS 38843-6102

Laurie L Modine and Jack C Modine
4310 Christensen RD
Fort Pierce; FL 34981-5084

Gabriele Klaesen
4286 Christensen Rd
Fort Pierce; FL 34981

PRECAST SPECIALITIES LLC
3850 E Lake Mary BLVD
Sanford; FL 32773-6609

Palm Lake Gardens Owners Assn
PO Box 13660
Fort Pierce; FL 34981

Kayla C Williams
2500 Palm Lakes AVE
Fort Pierce; FL 34981-5038

Dieter Beringer and Martin Beringer (TR)
2502 Palm Lakes AVE
Fort Pierce; FL 34981-5038

Robert E Humphrey and Sandra L Humphrey
2504 Palm Lakes AVE
Fort Pierce; FL 34981-5038

Brie C Lamb and Robert Lamb
2506 Serenity Cir N
Fort Pierce; FL 34981-5045

Randall L Coggins and Tracy L Coggins
2508 Serenity Cir N
Fort Pierce; FL 34981-5045

Denise Miller
2600 Serenity CIR N
Fort Pierce; FL 34981-5047

Kristina Wellborn and John D Wellborn
2604 N Serenity CIR
Fort Pierce; FL 34981-5047

Jose E Perez
2606 Serenity Cir N
Fort Pierce; FL 34981-5047

Rose G Mangones
2608 Serenity Cir N
Fort Pierce; FL 34981

Jesus Sepulveda
1865 Sand Hill Crane Dr
Fort Pierce; FL 34982

Lloyd Howard Jr
2612 Serenity Cir N
Fort Pierce; FL 34981-5047

Richard Solinski
2614 Serenity Cir N
Fort Pierce; FL 34981-5047

Robert Sgarlato
2616 Serenity Cir N
Fort Pierce; FL 34981-5047

Reade Eric Hilley
2618 Serenity Cir N
Fort Pierce; FL 34981-5047

Huguette Turgeon (TR)
2620 Serenity Cir N
Fort Pierce; FL 34981-5047

Antonio A Barros and Sandra D Barros
2700 N Serenity CIR
Fort Pierce; FL 34981-5049

Raul Ramos Jr (LF EST) and Jose F Garcia Belustyak (LF EST)
2702 Serenity Cir N
Fort Pierce; FL 34981-5049

Phillip A Johnson Jr and Gala M Johnson
2704 Serenity Cir N
Fort Pierce; FL 34981-5049

Everton Dennis and Cindy Dennis
2708 Serenity Cir N
Fort Pierce; FL 34981-5049

Carlos L Fenn
2710 Serenity Cir N
Fort Pierce; FL 34981-5049

Thomas L Stetson and Annmarie M Stetson
2712 Serenity Cir N
Fort Pierce; FL 34981-5049

Dennis A Petersen and Daphne A Petersen
2507 Palm Lakes AVE
Fort Pierce; FL 34981-5039

Linda S Mcilvoy
2505 Palm Lakes AVE
Fort Pierce; FL 34981-5039

James Butler Call Jr and Dee S Call
2601 N Serenity CIR
Fort Pierce; FL 34981-5048

Manuel F Santos and Maria F Santos
2603 Serenity Cir N
Fort Pierce; FL 34981-5048

Peter Meinel
Wernitzgruner Sr 28 D
02858 Marktneukirchen

Kevin P Mason and Dustin Mason
1900 Glades RD; Unit Ste 270
Boca Raton; FL 33431-8549

Ronald W Hartnett and Elizabeth A Hartnett
2609 Serenity CIR N
Fort Pierce; FL 34981-5048

Keith A Eaton and Helen G Eaton
2611 Serenity Cir N
Fort Pierce; FL 34981-5048

Atie Makhoul and Rosana Makhoul
2613 Serenity Cir N
Fort Pierce; FL 34981-5048

Leslie L Hood and Analyn Hood
2615 Serenity Cir N
Fort Pierce; FL 34981-5048

Constance A Barr and Stephen A Barr
2617 Serenity Cir N
Fort Pierce; FL 34981-5048

Rudolf Troger
Thiersheimer Str18
95659 Arzberg

Kenneth S Young and Angela E Brooks-Young
2621 Serenity CIR N
Fort Pierce; FL 34981-5048

Elizabeth Coke
2703 Serenity CIR N
Fort Pierce; FL 34981-5050

Eugenia H Luther
2711 Serenity CIR N
Fort Pierce; FL 34981-5050

David Cardinali and Toni Cardinali
2713 Serenity CIR N
Fort Pierce; FL 34981-5050

Oak Alley POA Inc
430 NW Lake Whitney Pl
Port St Lucie; FL 34986-2269

Glenn N Smith (TR) and Jean A Smith (TR)
2733 Oak Alley DR
Fort Pierce; FL 34981-5083

Amy L Quate and Marilyn J Clement
2737 Oak Alley DR
Fort Pierce; FL 34981-5083

Kevin Hannah and Celeste Hannah
2741 Oak Alley DR
Fort Pierce; FL 34981-5083

Radames Lara and Charley Elaine Davis
10245 SW Village PKWY; Unit Apt 204
Port St Lucie; FL 34987-2365

Barbara Glassover and Jonathan Black
2746 Oak Alley DR
Fort Pierce; FL 34981-5082

Lennie Whitehouse and Marsha Whitehouse
2742 Oak Alley
Fort Pierce; FL 34981-5082

Jason Bowman and Renee Lawson
4370 Christensen RD
Fort Pierce; FL 34981-5084

Eugene C Rowley (LF EST) and Jane E Rowley (LF EST)
4380 Christensen RD
Fort Pierce; FL 34981-5084

River of Life Fellowship Inc
4077 Virginia AVE
Fort Pierce; FL 34981-5557

ISL Holdings LLC
5121 S US Highway 1
Fort Pierce; FL 34982-7363

William Sunderland Jr and Jill Sunderland
4640 Christensen Rd
Fort Pierce; FL 34981-5015

Rogelio Sarmiento
671 SE Keyes ST
Port St Lucie; FL 34983-2162

Jeremy James Merson and Heather Bush-Merson
4876 Christensen RD
Fort Pierce; FL 34981-5067

Carl Carlton Jr and Linda B Carlton
1201 Charlotta St
Fort Pierce; FL 34982

Glen Smith and Shannon Smith
4606 Dunn RD
Fort Pierce; FL 34981-5077

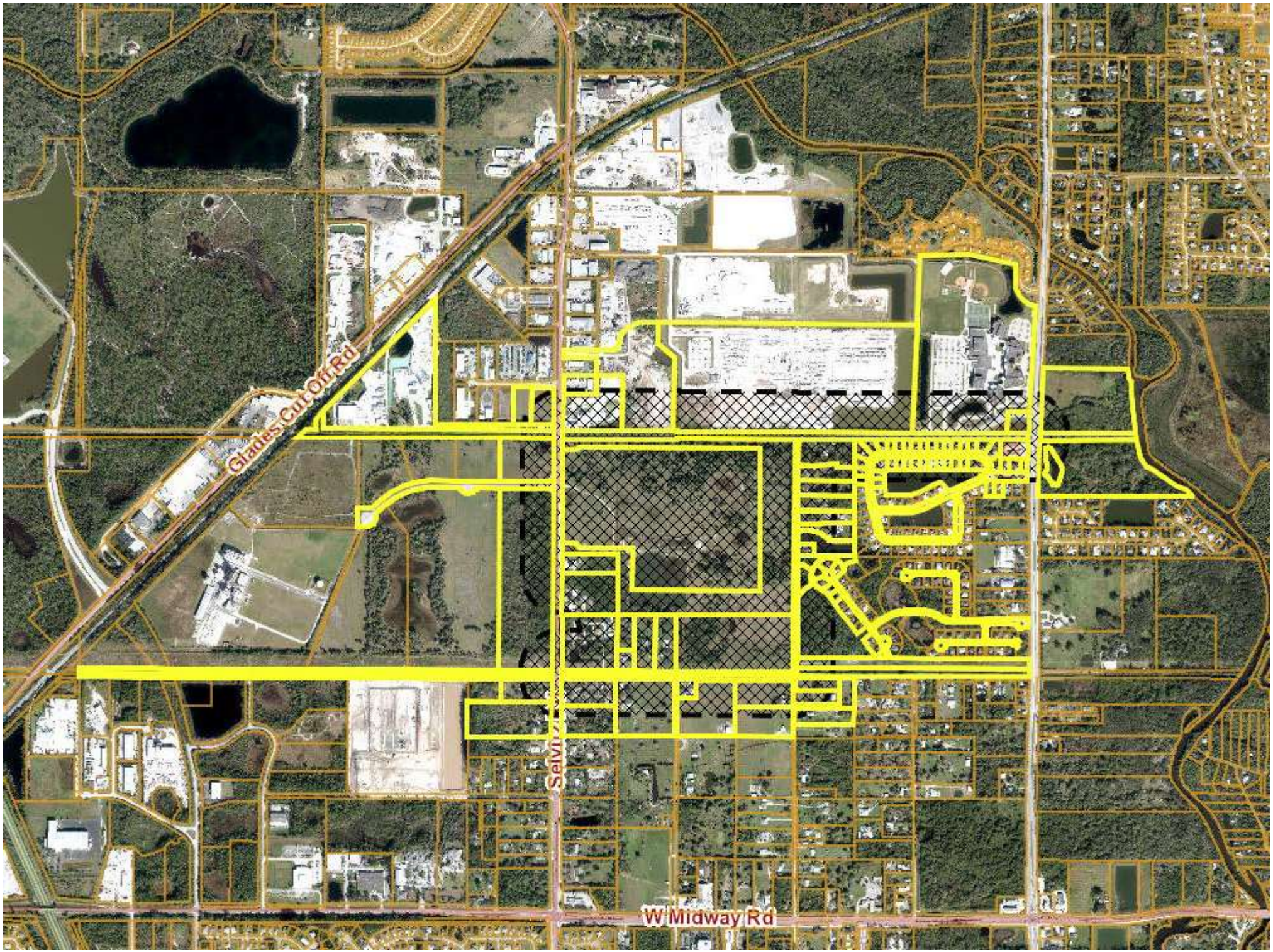
John H Stamm Jr (TR)
4850 Orange AVE
Fort Pierce; FL 34947-3413

Janice M Hopper and Paul B Hopper and Margaret McWhorter
10300 W Midway Rd
Fort Pierce; FL 34945

Richard E Ebner and Denise Ebner
4658 Selvitz Rd
Fort Pierce; FL 34981-4805

Jason Taylor and Buck Taylor
4605 Selvitz RD
Fort Pierce; FL 34981-4806

Vincent Frias and Maria Guinto Frias
4703 Selvitz Rd
Fort Pierce; FL 34981-4806


Glades Cut Off Rd
W Midway Rd

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: REZONING TITLE BLOCK AND ORDINANCE REVIEW – SELVTIZ RD PD

CAO RLS FILE: 23-237

DATE: SEPTEMBER 14, 2023

---

I have reviewed the above Request for Legal Services (RLS) related to a Rezoning Ordinance for three (3) properties on Selvtiz Road. I have made suggested changes to the Ordinance. The Ordinance has been uploaded to Agenda Quick as a track changes version and a clean copy version. Please review those changes to make sure you are in agreement. If so, the Ordinance, as amended, is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm** **13. a.**

**Meeting Date:** 10/16/2023

**Re:** parks apopintment

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Resolution 23-R54 reappointing Bob Burdge as an at-large member of the Parks Advisory Board.

**SUMMARY:**

Mr. Burdge's term expired and he is seeking reappointment.

**RECOMMENDATION:**

Adopt resolution.

**ALTERNATIVES:**

Seek other applications.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

n/a

**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

**Attachments**

23-R54

**Form Review**

Form Started By: Linda Cox Started On: 10/06/2023 09:16 AM

Final Approval Date: 10/06/2023

**RESOLUTION NO. 23-R54**

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

**BE IT RESOLVED** By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parks Advisory Committee, which was established via Resolution No. 19-R37; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office or as shown below, until removed or when a successor has been duly appointed.

| Name | Appointed by: | Term expires: |
|---|---|---|
| Bob Burdge | at-large | 9/30/2027 |

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 16th[t] day of October, 2023.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

**City Commission Regular Meeting - 5:05 pm** **13. b.**

**Meeting Date:** 10/16/2023

**Re:** ATF Lease of Sunrise Center

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Resolution 23-R55 Authorizing the City to enter into a lease with the United States of America for tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), of the 4th Floor of the Sunrise Center, 310 Orange Avenue.

**SUMMARY:**

The City originally responded to a solicitation by the GSA for office space for the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

**RECOMMENDATION:**

Proceed as directed by the City Commission.

**ALTERNATIVES:**

Continue to negotiate or withdraw offer to lesae.

**RESPONSIBLE STAFF:**

Mike Reals, Director of Public Works

**COORDINATED WITH:**

Colliers International
City Attorney
City Manager

**Fiscal Impact**

**OTHER INFORMATION:**

TBD

**Attachments**

23-R55 Resolution
Final Lease
Lease Exhibits
City Attorney Memo to Commission
RLS Approval

**Form Review**

Form Started By: Linda Cox Started On: 10/11/2023 09:07 AM

Final Approval Date: 10/11/2023

**RESOLUTION NO. 23-R55**

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA **AUTHORIZING THE LEASE OF THE 4TH FLOOR OF THE SUNRISE CENTER, 310 ORANGE AVENUE, FORT PIERCE, FL, TO THE UNITED STATES OF AMERICA FOR TENANT, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF);** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH**;** AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fort Pierce, through its representative, Colliers International, responded to GSA RLP No. 6FL0489 – Amendment #5 issued on April 14, 2022 offering space in the Sunrise Center, 4th Floor, for lease as general/administrative offices for the tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF); and

**WHEREAS,** on December 12, 2022, Colliers International made a presentation to the City Commission regarding the general terms and lease requirements for the proposed lease; and

**WHEREAS**, on February 21, 2023, Colliers International provided an update to the City Commission regarding the status of the lease review; City Commission consensus was to move forward with the lease agreement with additional clarification on the requirements; and

**WHEREAS,** the City desires to enter into Lease No. GS-04P-LFL00449 to the United States of America, by and through the General Services Administration (GSA), for lease of the Fourth Floor of the Sunrise Center, 310 Orange Avenue, Fort Pierce, FL, for use by tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

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

**SECTION 1**. The City Commission does hereby authorize the execution of the Lease Agreement from the City of Fort Pierce to the United States of America for the purpose of office space for tenant Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF); attached and incorporated by reference as Exhibit “A”.

**SECTION 2.** The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the execution of the Lease Agreement.

**SECTION 3.** The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**SECTION 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SECTION 5.** This Resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted on this 16th day of October, 2023.

ATTEST:

_____
Linda Hudson, Mayor

_____
Linda W. Cox
City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara K. Hedges
City Attorney

**A**. This Lease is made and entered into between

**City of Fort Pierce**

(Lessor), whose principal place of business is 100 N. US Highway 1, Fort Pierce, FL 34950-4205 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

**B.** Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**Sunrise Center**
**310 Orange Avenue**
**Fort Pierce, FL 34950-4418**

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**C. LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**15 Years, 13 Years Firm,**

In Witness Whereof**,** the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

## FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity: _____

Date: _____

## FOR THE GOVERNMENT:

_____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

## WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **6,435** rentable square feet (RSF), yielding **5,850** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **4th** floor(s) and known as Suite(s) **400**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **10.0** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) MODIFIED PARAGRAPH

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **21** parking spaces as depicted on the plan attached hereto as Exhibit **B,** reserved and secured for the exclusive use of the Government, of which **21** shall be structured/inside parking spaces, and **0** shall be surface/outside parking spaces. The Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. The parking charges in Section 1.03(B) shall apply for any parking spaces other than the 21 reserved and secured spaces. The Government agrees to secure their reserved parking spaces in an aesthetically pleasing manner, subject to Lessor's reasonable approval.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The Government agrees to affix their antenna equipment in an aesthetically pleasing manner, subject to Lessor's reasonable approval.

### 1.03 RENT AND OTHER CONSIDERATION (OCT 2021)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM Y1 – Y13 | NON-FIRM TERM Y14 – Y15 |
|---|---|---|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT[1] | $230,539.71 | $281,024.30 |
| OPERATING COSTS[2] | $ 53,783.95 | $ 53,783.95 |
| TENANT IMPROVEMENTS RENT[3] | $ 45,085.50 | $0.00 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4] | $ 5,400.00 | $0.00 |
| PARKING[5] | $ 12,600.00 | $ 12,600.00 |
| **TOTAL ANNUAL RENT[6]** | **$347,409.16** | **$347,408.25** |

[1]Shell rent calculation:
(Firm Term) $**35.83 (rounded)** per RSF multiplied by the RSF stated under Paragraph 1.01
(Non-Firm Term) $**43.67 (rounded)** per RSF multiplied by the RSF stated under Paragraph 1.01
[2]Operating Costs rent calculation: $**8.36** per RSF multiplied by the RSF stated under Paragraph 1.01
[3]Tenant Improvements of $**586,111.50** are amortized at a rate of **0.0** percent per annum over **13** years.
[4]Building Specific Amortized Capital (BSAC) of $**70,200.00** are amortized at a rate of **0.0** percent per annum over **13** years
[5]Parking costs described under sub-paragraph B below
[6]Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

B. Parking shall be provided at a rate of $**50.00** per parking space per month (structured/inside), and $**0.00** per parking space per month (surface/outside).

C. INTENTIONALLY DELETED

D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **5,850** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. INTENTIONALLY DELETED

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)**

A. **Public Properties, LLC** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is $**170,359.10*** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only $**90,290.32** of the Commission will be payable to **Public Properties, LLC** with the remaining $**80,068.78,** which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month **1** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **1st** Month's Rent.**

Month **2** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **2nd** Month's Rent.**

Month **3** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **3rd** Month's Rent.**

Month **4** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **4th** Month's Rent.**

Month **5** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.74** equals $**12,937.02** adjusted **5th** Month's Rent.**

*Total commission earned is based on tenant improvement allowance (TIA) per the original RLP and does not include any increase to the TIA.
** Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.05 TERMINATION RIGHTS (OCT 2016) MODIFIED PARAGRAPH**

The Government may terminate this Lease, in whole, at any time effective after the Firm Term of this Lease, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 RENEWAL RIGHTS (OCT 2016)**

A. This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the following rental rate(s):

| | OPTION TERM, YEARS 16 – 20 | |
|---|---|---|
| | ANNUAL RENT | ANNUAL RATE / RSF |
| SHELL RENTAL RATE | **$281,024.30** | **$43.67** |
| OPERATING COSTS | OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. | |

provided notice is given to the Lessor at least **120** days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2021)**

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|---|---|---|
| FLOOR PLAN(S) | 1 | A |
| PARKING PLAN(S) | 2 | B |
| AGENCY REQUIREMENTS | 89 | C |
| SECURITY REQUIREMENTS | 9 | D |
| GSA FORM 3517B GENERAL CLAUSES | 17 | E |
| FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) | 4 | F |
| REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) **5** | 2 | G |

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)**

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$100.19** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **0.0** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government shall elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

**1.09 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)**

For pricing TI and BSAC costs, the following rates shall apply for the initial build-out of the Space.

| | INITIAL BUILD-OUT |
|---|---|
| ARCHITECT/ENGINEER (A/E) FEES (% OF TI AND BSAC CONSTRUCTION COSTS) | **9.0%** |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI AND BSAC CONSTRUCTION COSTS) | **6.0%** |

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **$12.00** per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **0.0** percent.

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government shall elect to:

1. Reduce the security countermeasure requirements;

2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or

3. Negotiate an increase in the rent.

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2021)**

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **22.98** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **6,435** RSF by the total Building space of **28,000** RSF. The tax parcel number is **2410-503-0090-000/6**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at RET.GSA.GOV or a successor portal.

**1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED**

**1.14 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be $**8.36** per RSF.

**1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by $**1.50** per ABOA SF of Space vacated by the Government.

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- $ **55.00** per hour for the entire Space.

B. INTENTIONALLY DELETED

**1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED**

**1.18 BUILDING IMPROVEMENTS (MAR 2016)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. Lessor and Government agree that Lessor is to build out restrooms in leased Premises, at Lessor's sole cost, at a ratio that meets the specifications set forth in Section 3.37 of this Lease.

**1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED**

**1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)**

Lessor's Unique Entity Identifier (UEI)

UEI-SAM: **HD7SD9PNKNA5**

## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Building. Building(s) situated on the Property in which the Premises are located.

D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."

E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI**/** BOMA standard for the type of space to which the CAF shall apply.

F. Contract. "Contract" shall mean this Lease.

G. Contractor. "Contractor" shall mean Lessor.

H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

L. Lease Term Commencement Date. The date on which the lease term commences.

M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror ( date on which the parties' obligations under the Lease begin).

N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute**/**Building Owners and Managers Association (ANSI**/**BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI**/**BOMA Office Area.

S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

**2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

**2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

**2.04 WAIVER OF RESTORATION (OCT 2021)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:
a) waste, or,
b) damages, or restoration arising from or related to:
(1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
(2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

**2.05 PAYMENT OF BROKER (OCT 2021)**

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission according to the Commission Agreement signed between the Lessor and Broker. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

**2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)**

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the

Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

**2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)**

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may

memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

**2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)**

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

**2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be

made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

**2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)**

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within **30** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction of the TIs.

**2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED**

## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

**3.01 ~~LABOR STANDARDS (JAN 2022)~~ INTENTIONALLY DELETED**

**3.02 WORK PERFORMANCE (JUN 2012)**

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

**3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)**

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

**3.04 ~~CONSTRUCTION WASTE MANAGEMENT (OCT 2021)~~ INTENTIONALLY DELETED**

**3.05 WOOD PRODUCTS (OCT 2019)**

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

C. INTENTIONALLY DELETED

**3.06 ADHESIVES AND SEALANTS (OCT 2019)**

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. INTENTIONALLY DELETED

**3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)**

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

**3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)**

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many

aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

**3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)**

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

**3.10 VESTIBULES (OCT 2020)**

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

B. INTENTIONALLY DELETED

**3.11 MEANS OF EGRESS (MAY 2015)**

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

**3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)**

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

**3.13 FIRE ALARM SYSTEM (SEP 2013)**

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

**3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)**

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

**3.15 ELEVATORS (OCT 2020)**

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

**3.16 ~~BUILDING DIRECTORY (OCT 2021)~~ INTENTIONALLY DELETED**

**3.17 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED**

**3.18 DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**3.19 ACCESSIBILITY (FEB 2007)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**3.20 CEILINGS (OCT 2019)**

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at https://sftool.gov/greenprocurement and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

**3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

**3.22 DOORS: IDENTIFICATION (APR 2011)**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

**3.23 WINDOWS (OCT 2020)**

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All exterior window assemblies shall be weather resistant and water tight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

**3.24 PARTITIONS: GENERAL (OCT 2019)**

A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at HTTPS://SFTOOL.GOV/GREENPROCUREMENT and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False.

**3.25 PARTITIONS: PERMANENT (OCT 2019)**

A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting the applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at HTTPS://SFTOOL.GOV/GREENPROCUREMENT and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False.

**3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)**

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

F. INTENTIONALLY DELETED

**3.27 WALL FINISHES – SHELL (SEP 2015)**

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

**3.28 PAINTING – SHELL (OCT 2019)**

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

C. INTENTIONALLY DELETED

**3.29 FLOORS AND FLOOR LOAD (OCT 2019)**

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

**3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)**

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

**3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

**3.32 BUILDING SYSTEMS (APR 2011)**

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

**3.33 ELECTRICAL (OCT 2019)**

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase120/208 volt service for leases spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power

distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED**

**3.35 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

**3.36 DRINKING FOUNTAINS (OCT 2018)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

**3.37 RESTROOMS (OCT 2021)**

A. If this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

| ESTIMATED NUMBER OF EACH GENDER PER FLOOR | | | (WOMEN'S) WATER CLOSETS | (WOMEN'S) SINKS | (MEN'S) WATER CLOSETS | (MEN'S) URINALS | (MEN'S) SINKS |
|---|---|---|---|---|---|---|---|
| 1 | to | 8 | 2 | 1 | 1 | 1 | 1 |
| 9 | to | 24 | 3 | 2 | 2 | 1 | 1 |
| 25 | to | 36 | 3 | 2 | 2 | 1 | 2 |
| 37 | to | 56 | 5 | 3 | 3 | 2 | 2 |
| 57 | to | 75 | 6 | 4 | 4 | 2 | 2 |
| 76 | to | 96 | 6 | 5 | 4 | 2 | 3 |
| 97 | to | 119 | 7 | 5 | 5 | 2 | 3 |
| 120 | to | 134 | 9 | 5 | 6 | 3 | 4 |
| Above 135 | | | 3/40 | 1/24 | 1/20 | 1/40 | 1/30 |

B. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances.

C. Each restroom shall have water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms.

D. Restrooms must meet ABAAS requirements as stated under this Lease.

E. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. Newly installed restroom partitions shall be made from recovered materials as listed in EPA's CPG.

**3.38 ~~PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)~~ INTENTIONALLY DELETED**

**3.39 JANITOR CLOSETS (SEP 2015)**

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

**3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2021)**

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at HTTPS://WWW.EPA.GOV/GREEN-BOOK.

H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

I. INTENTIONALLY DELETED

**3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)**

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

**3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)**

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

**3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2020)**

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES**:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS**:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shut down the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP**:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

J. VIDEO SURVEILLANCE SYSTEM (VSS): Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

**3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)**

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

**3.45 ~~SECURITY FOR NEW CONSTRUCTION (AUG 2021)~~ INTENTIONALLY DELETED**

**3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ INTENTIONALLY DELETED**

**3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED**

**3.48 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED**

**3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED**

**3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)**

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. For leases 10,000 RSF or greater:

i. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

ii. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

iii. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

iv. The Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

2. For leases less than 10,000 RSF, the Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

**3.51 SYSTEMS COMMISSIONING (OCT 2021)**

A. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. In

instances involving minimal improvements, recommissioning is required to ensure that the systems are operating properly. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.

B. The Lessor shall submit a written commissioning plan prior to completion of DIDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

**3.52 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)~~ INTENTIONALLY DELETED**

**3.53 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED**

**3.54 ~~DESIGN EXCELLENCE – LEASE (OCT 2016)~~ INTENTIONALLY DELETED**

## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

### 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2020) MODIFIED PARAGRAPH

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within **45** Working Days from award.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set shall include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 DIDs:
In addition to Level 1 DIDs, the DID set will also include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. INTENTIONALLY DELETED

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete the 65% CDs conforming to the approved DIDs not later than **20** Working Days following the approval of DIDs. The Lessor as part of the TI must complete the **90%** CDs not later than **15** Working Days following the approval of the **65%** CDs. The Lessor as part of the TI must complete the **100%** CDs not later than **10** Working Days following the approval of the **90%** CDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **20** Working Days to review the 100% CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **20** Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **20** Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **30** Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **180** Calendar days following issuance of NTP.

### 4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place

and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

**4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)**

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

**4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)**

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

**4.05 GREEN LEASE SUBMITTALS (OCT 2021)**

The Lessor shall submit to the LCO:

A. Product data sheets upon request for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.

B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

C. Reuse plan, in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease, if applicable.

D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.

3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

F. Submittal requirements as may be required by the "Construction Waste Management" paragraph in the Lease.

G. Recycling service plan as may be required by the "Recycling" paragraph in the Lease.

H. Signed statement as may be required by the "Indoor Air Quality During Construction" paragraph in the Lease.

I. Written commissioning plan as may be required by the "Systems Commissioning" paragraph in the Lease.

J. INTENTIONALLY DELETED

K. INTENTIONALLY DELETED

L. If renewable source power is purchased, documentation within 9 months of occupancy.

**4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020)**

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **5** Working Days of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

**4.07 PROGRESS REPORTS (OCT 2020)**

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **10** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor shall be responsible for taking and distributing minutes of these meetings.

**4.08 CONSTRUCTION INSPECTIONS (SEP 2015)**

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

**4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)**

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

**4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)**

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

E. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

**4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

**4.12 AS-BUILT DRAWINGS (OCT 2021)**

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

**4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENTIONALLY DELETED**

**4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED**

**4.15 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)**

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI buildout)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

**4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021)**

The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities. This includes, but is not limited to, design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, reuse plans, commissioning plans, and product data sheets.

## SECTION 5 TENANT IMPROVEMENT COMPONENTS

### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

### 5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
iv. Three-fold pinch pleats;
v. Safety stitched intermediate seams;
vi. Matched patterns;
vii. Tacked corners; and,
viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

### 5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. INTENTIONALLY DELETED

### 5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. INTENTIONALLY DELETED

### 5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101or the International Building Code current as of the Lease Award Date.

**5.08 DOORS: IDENTIFICATION (JUN 2012)**

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

**5.09 PARTITIONS: SUBDIVIDING (OCT 2020)**

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the “Automatic Fire Sprinkler System” and “Fire Alarm System” paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government’s standards and layout requirements.

E. INTENTIONALLY DELETED

**5.10 WALL FINISHES (OCT 2019)**

If the Government chooses to install a wall covering, the following specifications shall apply:

A. Commercial grade, weighing not less than 13 ounces per square yard.

B. INTENTIONALLY DELETED

**5.11 PAINTING – TI (OCT 2019)**

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

B. INTENTIONALLY DELETED

**5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)**

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. INTENTIONALLY DELETED

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE**: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

**5.13 HEATING AND AIR CONDITIONING (JUN 2012)**

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)**

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

**5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

**5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

Provide sealed conduit to house the agency telecommunications system when required.

**5.17 DATA DISTRIBUTION (OCT 2020)**

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

**5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)**

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the “feeding points” of the furniture panels. All “feeding points” shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor’s electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

**5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)**

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, “Lighting: Interior and Parking – Shell.” Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

**5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a “protection” layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

## SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **8:00** AM to **6:00** PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

### 6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### 6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020)~~ INTENTIONALLY DELETED

### 6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool HTTPS://WWW.ENERGYSTAR.GOV/. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

### 6.05 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **Approximately 120** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as **12,500** BTU per hour. The temperature of this room shall be maintained between **70 and 74** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. INTENTIONALLY DELETED

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

### 6.06 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is $10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

**6.07 JANITORIAL SERVICES (OCT 2021)**

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at https://www.epa.gov/ipm/introduction-integrated-pest-management.

**6.08 ~~SELECTION OF CLEANING PRODUCTS (OCT 2021)~~ INTENTIONALLY DELETED**

**6.09 ~~SELECTION OF PAPER PRODUCTS (OCT 2021)~~ INTENTIONALLY DELETED**

**6.10 ~~SNOW REMOVAL (OCT 2020)~~ INTENTIONALLY DELETED**

**6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)**

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

**6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)**

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every **6** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

   a. Backing or underlayment is exposed;
   b. There are noticeable variations in surface color or texture;
   c. It has curls, upturned edges, or other noticeable variations in texture;
   d. Tiles are loose; or,
   e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **6** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

**6.13 ASBESTOS ABATEMENT (OCT 2021)**

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance is achieved.

**6.14 ONSITE LESSOR MANAGEMENT (APR 2011)**

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

**6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the CIO policy and additional information at *HTTP://WWW.GSA.GOV/HSPD12*. This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

**6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)**

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

**6.17 ~~LANDSCAPING (OCT 2019)~~ INTENTIONALLY DELETED**

**6.18 LANDSCAPE MAINTENANCE (APR 2011)**

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

**6.19 ~~RECYCLING (OCT 2021)~~ INTENTIONALLY DELETED**

**6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

**6.21 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)**

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
    a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the

contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:
   a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
   b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
      i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
      ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
   1) The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
   2) The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
   3) Contact information for the named individual; and
   4) A description of the CUI building information provided.

   Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

**6.22 INDOOR AIR QUALITY (OCT 2019)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

**6.23 RADON IN AIR (OCT 2016) MODIFIED PARAGRAPH**

Pursuant to Section 404.056, Florida Statutes: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: HTTPS://WWW.EPA.GOV/RADON .

**6.24 ~~RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED**

**6.25 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**6.26 MOLD (OCT 2021)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 48 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in mold assessment. The Lessor shall promptly furnish the mold report to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his

agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

**6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)**

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

**6.28 ~~FLAG DISPLAY (OCT 2016)~~ INTENTIONALLY DELETED**

## SECTION 7 ADDITIONAL TERMS AND CONDITIONS

**7.01 SECURITY REQUIREMENTS (OCT 2021)**

The Lessor agrees to the requirements of Facility Security Level **II** attached to this Lease.

**7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)**

The following paragraphs have been modified in this Lease:

1.05 TERMINATION RIGHTS (OCT 2016)
4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

**7.03 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED**

**7.04 ~~DAILY OCCUPANCY DATA (OCT 2021)~~ INTENTIONALLY DELETED**

**7.05 PROVISIONAL ACCEPTANCE (FEB 2021)**

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

**7.06 ADDITIONAL REQUIREMENTS AND REMARKS**

1. In the event there is conflicting information in this Lease and the Agency's Requirements, the Agency's Requirements shall govern with the exception in the design for the secured parking. Notwithstanding anything to the contrary in this Lease, the Lessor's Shell Costs shall only be limited to those described in Section 3 of this Lease.

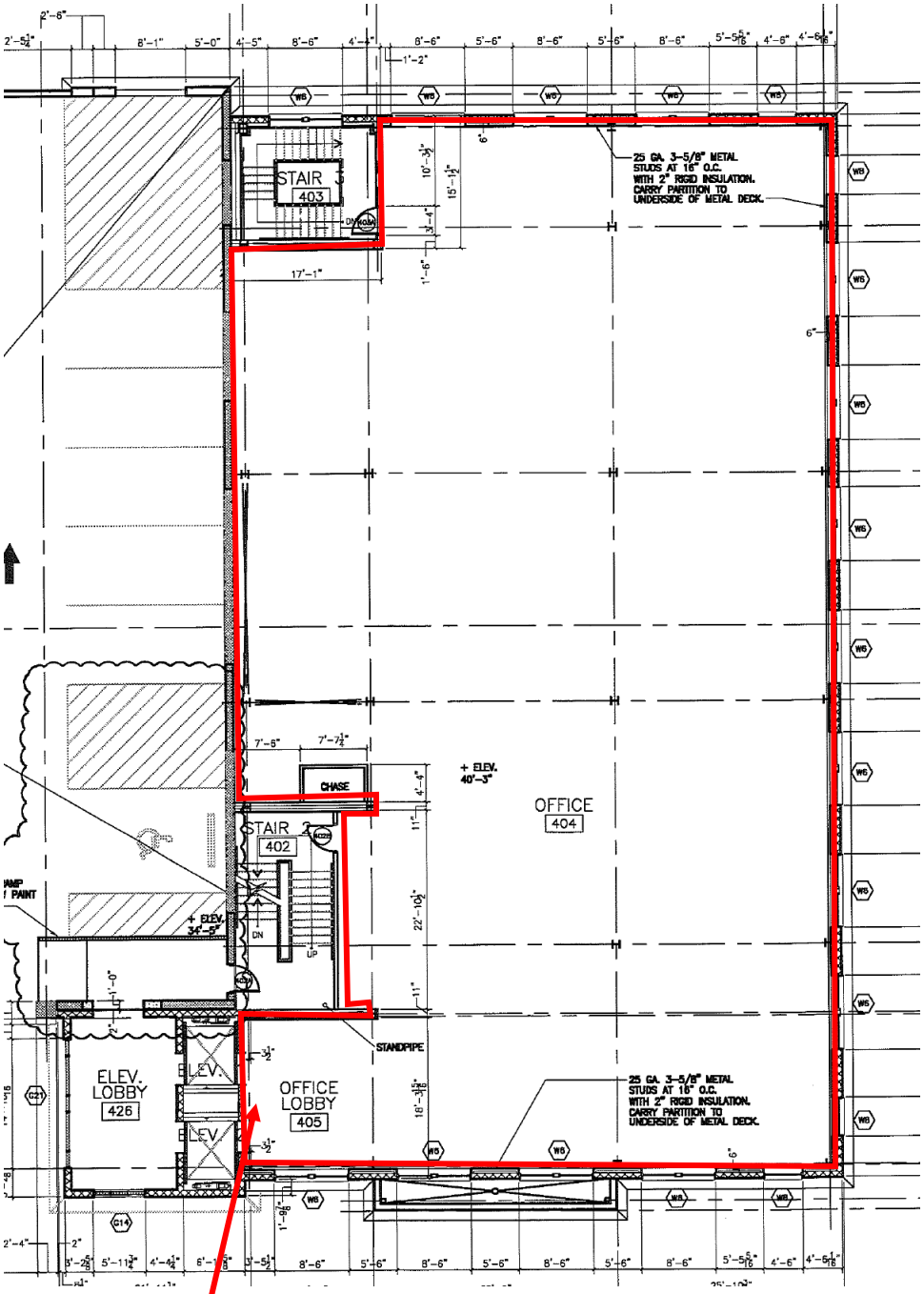
2. Pursuant to Section 6.12(A)(1) of this Lease, common areas shall be defined solely as elevator lobbies of the floors occupied by the Government. The Government and Lessor further agree that the Lessor does not have any obligation to perform any scheduled cyclical repainting or recarpeting after the firm term of this Lease (the first 13 years of the term) unless the Government agrees to convert the then-remaining term to firm term.

3. Notwithstanding anything to the contrary in this Lease, the Government agrees to accept the Property in its "as existing" condition. The two exceptions to this provision are: (1) the portion of the Property that comprises the Government's Occupied Space and (2) the Offeror shall be responsible for ensuring that the Property complies with the applicable fire protection, life safety, and handicap accessibility standards stipulated as per City Code (and represented in this Lease). Such acceptance by the Government of the Property shall not relieve Lessor of continuing obligations for cleaning, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

4. The Government and Lessor agree that the Government's access to the Premises shall be through the entrance on the fourth (top) level of the parking garage as shown in Exhibit B of this Lease.

5. The Government and Lessor agree that the operating costs do not include routine maintenance and/or replacement of security equipment after the one-year warranty period expires. The Government shall be responsible for maintaining their security equipment after the warranty period expires.

# Exhibit A to Lease GS-04P-LFL00449



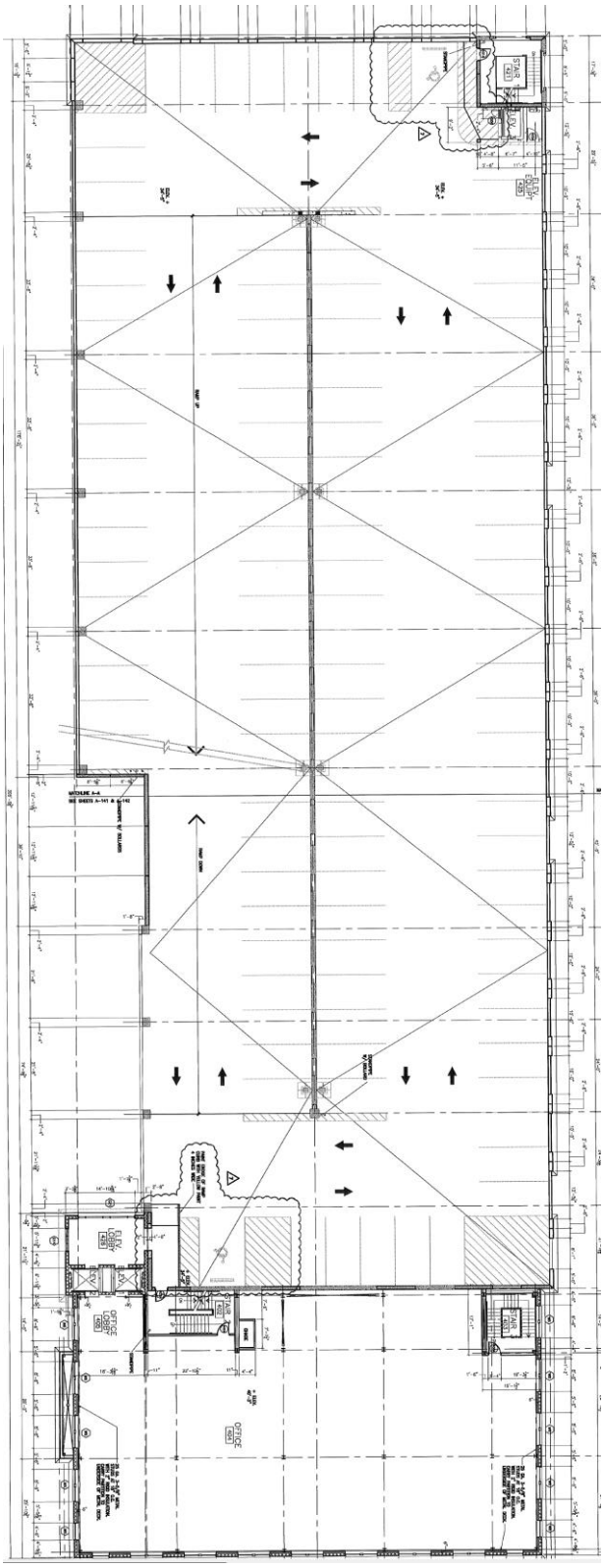

**Primary Suite Entrance**

# Exhibit B to Lease GS-04P-LFL00449




21 reserved and secured parking spaces on top level of parking garage. Method of secured parking to be determined during design phase.

# Exhibit B to Lease GS-04P-LFL00449



# DEPARTMENT OF JUSTICE

BUREAU OF ALCOHOL, TOBACCO, FIREARMS & EXPLOSIVES

# ATF SPACE REQUIREMENTS

**Issued: October 8, 2020**

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# A. GENERAL SPACE REQUIREMENTS

**The following is an overview of the Bureau of Alcohol, Tobacco, Firearm and Explosives' (TENANT's) general space requirements. Offices at TENANT can be classified under the following: Headquarter Offices, Division Offices, Field Offices, Satellite Offices, and Flex-Office Space. Office locations are preferred in Class A office buildings while Flex-Office Spaces are usually located at light industrial/warehouse facilities. In addition to offices, there are Off-Site Facilities that are usually located in light industrial/warehouse facilities and consist of warehouse, office and parking spaces. Descriptions of these basic requirements are noted in the following sections.**

## 1. OFFICES

BUILDING LOCATION: The safety and security of TENANT employees, contractors and others employed by TENANT is our primary concern. Our preference is to locate TENANT Offices in Federal buildings when space is available and the building perimeter security is at Department of Justice Level IV or General Services Administration Level D. Office space must be located in a multi-story building with the occupancy of entire floors preferable to partial floor occupancy, above the first floor. Light industrial and warehouse space is excluded from this restriction.

a. CRITERIA THAT ELIMINATES FEDERAL BUILDINGS FROM CONSIDERATION FOR NEW OFFICE SPACE:

i. The office space, in a shared multistory building, is on or below the first floor.

ii. The office space, in a shared multistory building, is on the top floor and rooftop access is located within ATF space.

iii. The building houses immigration, probation, public defenders and/or social services offices and does not have a separate entrance, elevator and parking facility for ATF personnel and visitors.

iv. The only available office space in a proposed building has immigration, probation, public defenders, and/or social services offices on the same floor.

v. The office space is inside a shopping mall or shopping center.

vi. The building houses daycare facilities, abortion clinics, mental health clinics and/or drug rehabilitation clinics.

vii. ~~There is public parking underneath or within the building and/or there is metered or public parking directly in front, behind or next to the building.~~

viii. The building is less than 1,000 feet from residential areas, places of worship, schools, hospitals, prisons, abortion clinics, mental health clinics and/or day care facilities.

ix. Secured parking for ATF official vehicles, either onsite or adjacent to the building site is not available.

x. The building resides in a crime statistical area that is 10 times greater than the national average. Note: This criteria will be measured by utilizing the CRIMECAST model. The CRIMECAST model is based on the criminological theory of social disorganization, which states that there is a proven correlation between the social disorganization in a neighborhood and the amount of loss that occurs there by analyzing neighborhood demographics (excluding race, religion and gender), crime statistics and other databases with known indicators of crime, we are able to provide precise scores indicating a site's risk of crime in comparison to national, state and county averages. A score of 1000 on this analysis indicates 10 times the national average.

xi. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If ATF cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then ATF must be allowed to expand the delineated area so that a safe, secure building can be found.

b. CRITERIA THAT ELIMINATES COMMERCIAL SPACE FROM CONSIDERATION FOR NEW OFFICE SPACE:

i. Proposed office space is on the first floor or below the first floor of the building.

ii. Proposed office space is on the top floor of the building and rooftop access is within the space.
iii. Proposed office space is inside a shopping mall or shopping center.
iv. Proposed building houses day care facilities, abortion clinics, mental health clinics, or drug rehabilitation clinics, immigration, probations, public defenders, and/or social services (including but not limited to: Social Security Administration (SSA) and Department of Health and Human Services (HHS)) within the building.
v. Proposed building will not or cannot accommodate secured parking for TENANT official vehicles at this facility.
vi. ~~Proposed building or parking facility is within 1,000 feet of agencies or tenants identified in iv. Above~~.
vii. Proposed office space is located in a high crime area or an area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate.
viii. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If TENANT cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then TENANT must be allowed to expand the delineated area so that a safe, secure building can be found.

c. CRITERIA FOR AWARD OF COMMERCIAL OR LEASED SPACES:
i. A copy of the floor plan for the specific floors being offered by a lessor must be provided to TENANT for review before acceptance of the specific floor and building.
ii. Floors in a specific location that have multiple building core items (multiple elevator banks, multiple stairwells, and multiple mechanical rooms) will not be accepted when they are not centrally located in the center of a space. These items cannot be within TENANT space.

d. PARKING:
i. Secured parking spaces are required for government vehicles. The government requires a parking garage with a secure fenced/divided area or on-grade lot within a secure fenced area. Access to the parking area is required at all times - 24 hours a day/7 days a week (24/7). It is desirable that only TENANT personnel have access to the parking area. If parking cannot be provided on-site (i.e. basement garage, attached building garage, or site lot), parking should be located within a two-block radius of the office. Access to the parking lots must be controlled. Parking lots and all access from the building to the parking lots must be well lit at all times to ensure safety (i.e. a minimum of 10 foot candle level of illumination). Parking spaces cannot be in a shared lot with buildings that house agencies or tenants listed on page 1.

**Note any waiver from this requirement will require a review of the specific location by the ATF Physical Security Programs Branch. A waiver may be considered if the market area does not have any locations that can provide a secure parking garage or secure fenced parking.**

The minimum requirements for secure parking enclosure are as follows: to be determined during design

~~i. A 9 gauge chain link fence that is a minimum of 8 feet high on concrete slab to concrete slab.~~
~~ii. A top-guard, which is an overhang of three strands of barbed wire, along the top of the 8 feet high fence, shall be installed at a 45 degree angle facing outward.~~
~~iii. Opaque privacy slats pre-inserted or opaque privacy screening.~~
~~iv. An automated sliding vehicle gate and separate pedestrian entrance with pushbutton lock or card reader.~~
~~v. Minimum of three strands of barbed wire running horizontally and continuously along the top of the 8 feet high fence.~~
~~vi. All vertical fence posts shall be embedded in concrete.~~

Prior to signing the lease, the landlord should notify GSA if there are any concerns regarding the parking enclosure. All cost associated with the fence enclosure will be charged against the Tenant improvement allowance or paid by TENANT through the initial construction build-out.

## 2. OFF-SITE FACILITIES

a. LOCATION

Safety, functionality and security of ATF employees are our primary concerns. A delineated area will be determined on a case-by-case basis. Our preference is to locate ATF Off-Site facilities in areas away from Federal Buildings, building that house probation, public defenders, courts, and/or social services offices. The Off-Site property must be located away from churches, childcare facilities, shopping centers, residential areas, schools, flood plain areas, power plants, electrical transformers farms, night clubs, bars and in close proximity to airport radar dishes and aircraft flight paths. Access to the building must be large enough to accommodate large, long, tall, heavy vehicles.

b. BUILDING MINIMUM REQUIREMENTS

The buildings should be a single story structure, however a two-story building will be considered providing ATF occupies the first and second floors and the building meets ADA requirements. Minimum ceiling clearance in the workshop areas must be 15 feet or greater and the building must have at least one (one) 14 feet high by 12 feet wide electrically operated overhead coiling garage door. The garage door entry must be grade level or have an adequate ramp to drive vehicles in and out of the space. Two (2) garage doors are preferred. If the building does not have existing garage doors, the building must be able to accommodate 14 feet high doors. ATF will not consider any space or facility where other tenants are located above or below them. An additional dock level entry door is desirable.

c. EXISTING OR CUSTOM BUILDING

ATF prefers an existing building, however if after a reasonable search time and GSA has been unable to find a suitable building, ATF will consider a build-to-suite facility. This is the least preferable direction as it usually takes a longer lead time and can be overall more expensive.

d. PARKING

Secured onsite parking spaces are required for government vehicles. Access to the parking area is required at all times (24/7). It is desirable that only ATF personnel have access to the parking area. Parking must be provided on-site. Access to the parking lots must be controlled when possible. Parking lot(s) must be fenced and well lit at all times to ensure safety (i.e. a minimum of 10 feet candle level of illumination is required). ~~Fencing shall be accomplished with standard galvanized chain link fencing 8 feet high with a 2 feet outrigger at the top at an angle of 45 degrees pointing outward. Three strands of barbed wire must be installed on the top of the fence.~~ ATF may park very large vehicles such as Command Vehicles, NRT trucks, Bomb Trailers, Antenna Trailers, Mobile Lab vehicles, etc. at the facility.

## 3. LIGHT INDUSTRIAL / WAREHOUSE FACILITIES

a. LOCATION

The off-site facility depending on the specific functions and occupants will have an office section and a warehouse section. The warehouse section of the light industrial space must be accessible by vehicle. It is preferred to have a single story building with drive-in capability for large vehicles. For reference purposes some ATF vehicles could be approximately 45 feet long and the entrance to a storage area must accommodate the maneuvering of vehicles of this magnitude.

b. WAREHOUSE SPACE REQUIREMENTS

The warehouse space shall have the following minimum requirements within the facility:

i. Slab to ceiling, minimum 15’-0” clear height
ii. A minimum of 25’ column to column spacing
iii. Drive-in capability (i.e. slab on grade access or ramp access)

iv. At least one (1) 12’ wide by 14’ tall electrically operated overhead garage door
v. Floor drains will be required near inside overhead garage doors
vi. Office space with men’s and women’s handicap restrooms
vii. The space shall be protected with fire sprinklers (non-sprinkler buildings will not be considered)
viii. The work area within the interior vehicle parking space shall be heated
ix. The garage area of some locations will be provided with limited air conditioning
x. Separate HVAC controls for the office and warehouse areas are required
xi. The LAN Room shall be equipped with a 24/7 stand-alone HVAC system
xii. Slab on grade sealed concrete capable of supporting tractor trailer trucks – 6” slab thickness
xiii. Frost-proof exterior hose bib shall be available for ATF use at the 14’ high door location.
xiv. Exterior secured fenced parking
xv. Antenna roof rights
xvi. Some facilities shall require a shipping and receiving space

Note these warehouse requirements may vary from project to project and shall be adjusted as required to support the mission of specific group housed in the facility.

## 4. SECURITY

a. OFFICES
   i. All security related components will be furnished and installed by TENANT’s security contractor such as the motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by TENANT.
   ii. Security Camera Location – Cameras will be potentially placed in all perimeter entrances and adjacent corridors on floor as well as stairwells. A drawing will be provided to the Lessor prior to installation of cameras.

b. OFF-SITE / WAREHOUSE FACILITIES
   i. ATF Security requirements for light industrial warehouse facilities shall be determined by the ATF Physical Security Programs Branch on a case-by-case basis. ATF prefers a building with a minimum of windows. All security related components will be furnished and installed by ATF’s security contractor. Items such as motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by ATF. Electrical power requirements for these items shall be shown on the ATF Design Intent Drawings (DID’s) and provided by the owner.
   ii. In some cases windows may have to be treated with the application of blast mitigation laminate to the windows. ATF Physical Security will determine where and what level of protection is to be provided. The safety, cost and functionality will be considered when selecting a location.

## 5. SPACE PLANS

ATF’s Space Management Branch (SMB) will develop the space plans unless otherwise noted. The Lessor must provide baseline background drawings in AUTOCAD. The drawings must provide the location of all core elements such as: doors, openings, skylights, shafts, stairwells, elevators, columns, enclosures for fire pump, electrical or piping chases, UPS, bearing walls or walls that would influence the basic ATF layout. ATF will provide the DID along with the program of requirements to GSA. GSA will then provide the lessor, building manager, and/or architect with this information.

## 6. BUILDING EXTERNAL ENVIRONMENT

The quantity and quality of police and fire protection and the general character of the overall external environment shall also be considered in determining the location of the ATF office buildings. ATF space shall not be located in high crime areas or in any area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate. All buildings considered by ATF are required to have well lit exterior sidewalks, parking structures/lots/spaces, and alleys to ensure safety. ~~If a railroad exists near the facility, the building must be located a minimum of 50 feet from an active railroad~~

~~track. Skylights are not desirable but may be accepted.~~

**7. SIGNAGE**

No external signage identifying ATF presence in a facility is permitted.

a. OFFICES: Internal signage is permitted on the floor where TENANT is located.
b. OFFSITE WAREHOUSES / FACILITIES: Internal signage is discouraged but may be permitted after review and approval by ATF Physical Security Programs Branch.

**8. EMPLOYEE PARKING / PUBLIC TRANSPORTATION**

a. OFFICES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be located within reasonable and safe walking distance of the office.

b. OFFSITE WAREHOUSES / FACILITIES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be considered, however the nature of the Off-Site operation does not lend itself to the typical office environment. Most off-site locations will include specialized ATF vehicles. It is ATF's desire to locate facilities and vehicles remotely and away from public view.

**9. SECURITY CLEARANCE**

The Government requires the lessor to submit complete personal history statements for each employee of the lessor as well as employees of the lessor's contractors or subcontractors who will provide continuing building operating services for the property in which the leased space is located. ATF reserves the right to require completed fingerprint charts. ATF also requires this information for employees of the lessor, his contractors, or subcontractors who are hired to perform alterations or emergency repairs for the property.

All contract personnel (i.e. cleaning personnel, maintenance personnel, contractor, sub-contractor, etc.) who are hired to perform alterations or emergency repairs for the property are required to complete a Personnel Security Request (PSR) and pass ATF security background checks before working in ATF space. (See EXHIBIT #1)

ATF through the GSA contracting officer or Contracting Officer's Technical Representative will advise the lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work in ATF owned or leased space. The lessor will be required to provide the same data within 10 working days for the addition of new employee(s) to the work force.

In the event the lessor's contractor/ subcontractor is subsequently replaced, and the new contractor/ subcontractor hires employees who were already cleared, then it is not necessary for them to be cleared again. The contracting officer may require the lessor to submit Form FD-258 and GSA Form 176 for every employee covered by this clause, on a recurring 3-year schedule.

The contractor and subcontractors shall take steps to assure control of the construction drawings. Contractors shall provide a system of controlling access and the safe keeping so to mitigate the possibility of loss of control of ATF drawings. Control of construction drawings shall be a priority item.

Law Enforcement Sensitive material shall not be posted on any websites by contractors/subcontractors to include specifications, drawings or photos.

**10. KEY CONTROL**

It is ATF's intent to control keys for ATF space and ATF reserves the right to change the entrance locks to all ATF space within the building. If the lessor and/or building manager require access into ATF space after work hours, the Lessor and/or building manager must inform ATF and receive permission to gain access into ATF space. Normally the contractor shall provide construction cores in the door locks and ATF will change the core

to meet ATF requirements. ATF personnel must be present at all times to escort non-ATF personnel.

**11. DAYTIME CLEANING, RENOVATION, AND MAINTENANCE**

Daytime cleaning shall be included as part of the fully serviced lease that ATF is required to support. Daily cleaning, renovation in existing space, and scheduled maintenance must be conducted during regular business daytime hours between 8 AM to 4:00 PM. All after-hour work must be scheduled through ATF. ATF personnel must be present at all times to escort non-ATF personnel.

**12. MAINTENANCE FOR ABOVE STANDARD HVAC ITEMS**

Maintenance for all above standard HVAC equipment shall be included as part of the rental consideration. If the HVAC equipment maintenance is not included in the initial rental proposal, adjustments to the rent may be executed after the above standard HVAC is/are installed and in operation.

**13. ANTENNA SPACE**

At some facilities outside roof space shall be required for the installation of a 22' antenna (to be supplied by ATF). The base station should be located as close to the antenna as possible in a roof top equipment room where available. The antenna mount requires that it be made from 2" rigid conduit that is a minimum of 4' in length and extends a minimum of 4' above the highest point of the roof. The roof must be equipped for routing coaxial cable between the antenna and the base station. If conduit is required, the lessor shall provide conduit with a minimum of 2" inside diameter rigid conduit from the antenna mount to the base station location with no more than a total of 280 degrees of bends. Pull strings and weather head on the end that penetrates the building will also be required. An internal 8-wire, Category 5 cable is required from the ATF office space to the base station location. The lessor shall provide a duplex AC outlet for the base station that is a 20 amp/110 Volt dedicated GFI circuit. The dedicated AC outlet and an earth ground (central building ground) connection shall be located within 3' of the base station location. **The exact location of the antenna and base station must be coordinated with the ATF, Radio Communications Branch located in Gaithersburg, MD and can be contacted at (301)-556- 1040.**

**14. SYSTEMS FURNITURE WHIPS**

In all ATF projects that incorporate systems furniture, the general contractor shall be responsible for hardwiring one end of the whip (electrical connecting wire) to the building electrical circuits. Note that ATF's systems furniture contractor will install the opposite end of the whip or make the direct connection to the systems furniture.

**15. TENANT'S ACCEPTANCE OF SPACE**

GSA will formally accept the space for the Government in lease space projects. At a minimum, ATF will require that the build-out of the perimeter of the space (i.e. walls, wire mesh, door installation, and hardware) must be complete prior to completion of the interior build-out of the space. This will help to ensure that perimeter security is in place at the scheduled move date and that an office may be able to complete its move even if some internal construction still needs to be completed.

**16. TELECOMMUNICATIONS / LAN CLOSET REQUIREMENTS**

At the start of a project (new, relocation, renovation, expansion, etc.), Infrastructure Services Branch (ISB) requests to preview all drawings. An ISB Specialist will preview and locate all jacks for voice and data. Plans will be returned prior to printing the final construction drawings.

Telecommunications/LAN closets are to be located in ATF controlled space.

ISB requires a 3"conduit run between ATF's telecommunications/LAN closet and the building's local telecommunication's Demarc location (first point of presence). This must be a continuous run with no access points or pull boxes. This is to insure security integrity for all voice circuits, data network circuits, security alarm lines and Title III intercept lines. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications line security.

MULTIPLE FLOOR LOCATIONS

Single 3" conduit runs required between ATF's main telecommunications/LAN closet and each satellite closet on other respective floors. Required for voice riser cabling and the fiber LAN switched backbone. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications & network security.

MULTIPLE CLOSETS ON SAME FLOOR

Provide one (1) 3" conduit run required between ATF's main telecommunications/LAN closet and each satellite closet. This is only required if backbone runs traverse non-ATF controlled space.

Wall jack locations for offices, rooms and other wall locations are to have a junction box with 1" conduit to above ceiling with a pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. Also it provides an easy means to install additional cabling at a later date without having to damage walls. Wall mounted phones locations are to have junction boxes, with conduit and pull string. This provides adequate mounting integrity for wall phone mounting hardware.

System furniture cabling feed point locations are to have a junction box with 1 1/2" conduit to above the ceiling with pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. It also provides an easy means to install additional cabling at a later date without having to damage walls.

TELECOMMUNICATIONS / LAN CLOSETS

a. Provide ½" plywood on all walls, from corner to corner, mid-point floor to ceiling, with white or grey paint. (Fire Rated).

b. Furnish with 24/7 air conditioning to provide cooling for all telephone & network equipment, network routers and switches, alarm system and radio equipment. AC equipment needs to handle a minimum sensible load of 12,500 BTU. Locate AC equipment outside the telecommunications/LAN room and duct air into room or provide a water safety pan with shut off under the AC system to prevent water damage to equipment in case of a leak.

c. The room is to have four (4) circuits, dedicated quad outlets, 20 amp/120 volts. One (1) for telephone equipment, one (1) for LAN network equipment, and one (1) for security alarm equipment and one (1) for radio equipment.

d. Provide two (2) "Approved Ground" #6 grounding conductors to building's central grounding point. Reference National Electric Code, Section 250. Locate one (1) grounding point/conductor on the wall next to the telephone equipment location and one (1) next to the Data/LAN rack location.

e. Provide a 2" conduit run from telecommunications/LAN closet to the radio equipment room (if located outside ATF controlled space) or to the roof with roof penetrations (for antenna).

**17. <u>LAN ROOM COMPLETION</u>**

The LAN room static resistant vinyl composition floor tile, drywall partition, door/frame/hardware (with lockable hardware), plywood blocking, ceiling lights, power outlets (for the security, telephone and data), and air-conditioning unit must be completed once the secure perimeter walls/doors have been erected. This will help ensure that ATF offices have the communications and computer infrastructure and tools needed for their work even if some additional construction still needs to be completed. The LAN room completion date shall be coordinated at the pre-construction meeting.

END OF GENERAL SPACE STANDARD REQUIREMENTS

# B. DESIGN AND CONSTRUCTION REQUIREMENTS

## 1. DESIGN INTENT DRAWINGS

ATF will provide the design intent drawings along with the program of requirements to the Lessor, building manager, GSA representative, and/or architect. The Above Standard Space Requirements section describes ATF's architectural and security standards for each type of office space. The architect shall use these requirements as a guideline in producing the Construction Documents (CD). In the event of a conflict between this document and the Design Intent drawings, the Design Intent Drawings will prevail.

## 2. SQUARE FOOTAGE

Square footage requirements are noted on the programming documents and are not included in the document herein. Changes to the square footage requirements or variations from the ATF Space Requirement standards must be approved by ATF's Space Management Branch.

## 3. STANDARD FINISH, DOOR, CEILING, INTERIOR LIGHTING REQUIREMENTS

a. STANDARD FINISHES

ATF's standard finishes are as follows (unless noted otherwise):

i. 26 - 28 ounce (face weight) carpet;
ii. continuous vinyl cove base;
iii. eggshell paint on walls;
iv. semi-gloss on doors and door frames;
v. solid core doors with minimum dimensions of 3'-0" x 7'-0" x 1-3/4" doors and hollow steel door frames;
vi. 2' x 4' or 2' x 2' acoustical ceiling tiles and ceiling grid;
vii. 2' x 4' or 2' x 2' – Manufacturer: Focal Point, Model: Luna or equal , 3-Lamp, T8 recessed indirect w/ perforated center standard basket. See EXHIBIT #16 for further specifications.

b. FINISHES FOR OFF-SITE FACILITIES

The finishes for off-site facilities are similar except for the doors and floor finish. Interior doors shall be solid core wood with knock down hollow metal frames and building exterior doors shall be insulated metal doors. Concrete floors in the warehouse area shall be cleaned and sealed so that concrete dust is not released into the atmosphere.

## 4. DEMISING WALLS

(Note in construction, Perimeter and Demising walls may describe two (2) different types of walls. In construction, Perimeter walls describe the exterior walls of the building and demising walls describe the exterior walls of the TENANT's space. Personnel in the security industry may describe the exterior walls of the secured space as the Perimeter walls. For the Purpose of this document, ATF will use the term Perimeter Walls and Demising Walls interchangeably but its meaning will remain the same - i.e. exterior walls of ATF space.)

Demising walls of ATF facilities must be acoustically separate from neighboring buildings or from other tenants sharing space in the same building. All perimeter walls separating ATF space from building common areas or other tenants, whether government or non-government, must be separated with wall partitions that extend from the structural floor to the structural ceiling. Demising walls must have a minimum sound transmission class (STC) of 45 and contain 3" sound blanket insulation between 5/8" gypsum partitions. This includes public corridor walls. (See EXHIBIT #3A.) Acoustical sealant shall be applied on both sides of the metal stud runner at both slabs. On floors/ceilings with composite metal decks, the partition, sound insulation, and acoustical sealant shall extend between the flutes of the metal decks. All service boxes shall be sealed. All electrical conduit cables shall be plugged with an acoustical lining and constructed to impede sound transmission.

In addition, a minimum of ¾" #9 Standard or 9-gauge expanded carbon steel (expanded metal) shall be mounted to the outer side of the wall studs and run from slab-to-slab. In cases where the upper slab is extremely high (above approx. 18'-0") the space shall be caged. The ceiling shall have expanded metal. The opening in the expanded metal shall be no greater than 2" along the longest side of the opening. (See EXHIBIT #2).

In some cases, ATF will move to existing office space. The existing demising walls shall be reinforced with slab-to-slab expanded metal. It is preferable to weld the expanded metal on the outside face of the walls, but if this is not possible, securing the expanded metal on the inside face of the walls is acceptable. (Note, welding may not be possible if the existing stud gauge is too thin or if the space on the opposite side of ATF's space is occupied.) ATF will allow the installation of the expanded metal on the ATF side of the demising wall with non-removable screws and metal retaining clips in these instances. Concrete walls need not be covered with expanded steel metal.

The prospective lessor shall be responsible for identification of the current condition of the demising partition and shall report these conditions to ATF. ATF will then determine the modifications that are required to insure that the demising partition results in at least a 3A partition type.

The prospective lessor / GSA must notify ATF within 72 hours of receipt of the Design Intent Drawings to report these conditions.

**5. PERIMETER DOORS**

All perimeter doors (i.e. entrance, second entrance/exit, or stairwell doors) that swing out into public space from ATF's space should have hinge pins that are spot-welded, braided, provided with non- removable pin hinges, or security stud hinge to prevent removal of perimeter entrance doors. (A security stud hinge has a metal stud on the face of one (1) hinge leaf and a hole in the face of the other leaf. As the door closes, the stud enters the hole and penetrates the full thickness of the leaf, which create s a "bolting" or "locking" effect.)

a. OFFICES

Office perimeter entrance doors (from the public corridor) are required to be solid wood construction with a minimum thickness of 1-3/4" with an automatic door closure. These doors shall have long-throw, high-security, single-key deadbolt locks installed for secured hours. Doors will be tight fitting with 1/2" x 1/8" solid neoprene stop on three (3) sides and threshold. There will be no transparent panels installed on these doors. All corridor doors (public and suite) will have a door sweep to stop sound transmission. Main entrances to all Division offices from the building lobby shall have solid core wood double doors.

b. OFF-SITE FACILITIES

Off-Site facilities perimeter doors shall be insulated metal doors. Overhead roll-up coiling doors in the garage area shall be provided with electrical door openers and remote controllers. Manual dead bolt locks shall be installed on the overhead doors at ground level. Warehouse perimeter doors shall be insulated metal doors.

c. PERIMETER DOOR CONTROL

ATF will maintain control of all perimeter door keys. Emergency access to ATF space will be by ATF authorization only. All perimeter doors will have lock covers to prevent forced entry.

d. DOOR SECURITY HARDWARE

ATF preference for door hardware on perimeter doors is a vanguard style. This hardware allows the handle to freely turn even in the locked position to prevent a force break of the hardware allowing unauthorized entry. Any Perimeter Door that swings into Public Space to include the Ballistic Door must have a Cover Plate "Pick Plate / Latch Cover" installed to protect the door latch.

**6. VENTS AND DUCTS ALONG DEMISING WALLS**

Vents and Ducts and all other openings along the demising walls with a total dimension of more than 90

square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld steel angle iron frame to the expanded metal within the demising partition. Expanded steel wire web is unacceptable in duct work.

**7. EMERGENCY / FIRE EXITS**

Emergency/Fire Exits shall be equipped with panic bars and a quick-release long-throw dead bolt lock for after hours. These doors must be alarmed. Hinges shall meet the requirements outlined above for perimeter entrance doors.

**8. SECURITY AND DOOR HARDWARE**

ATF's Protective programs Branch (PPB) will provide supplemental requirements and specifications during the Construction Document phase (See EXHIBIT #4 for a sample of the Security System and Lock Symbols). If the specifications noted within this document conflict with the specifications provided by PPB during the Construction Document phase, the supplemental requirements and specifications from PPB will supersede the specifications noted in this document.

The General Contractor shall furnish and install all door hardware and electric strikes noted on the construction documents unless otherwise noted. Electric strikes shall conform to ATF's minimum standards identified on EXHIBIT #5 - Security Electronic Portal Controls (Electric Strikes). Prior to purchasing and installation of the electric strikes, the contractor must submit manufacture's detailed information of the electric strikes (i.e. cut sheet, brochure description, etc….) for ATF's approval. All electric strikes shall have the following options: 12 or 24-volt power and fail secure options.

Changes to any security related issues must be approved by ATF's Physical Security Branch.

**9. TELEPHONE AND SECURITY SYSTEM EQUIPMENT**

All telephone and security alarm system equipment are to be located WITHIN the ATF controlled office area. Telephone and computer closets will be secured by commercial grade locking devices. ATF will maintain key control. Ventilation and/or cooling shall be provided to these spaces.

**10. CONDUITS FOR ELECTRIC AND TELEPHONE LINES**

Dedicated conduits are to be run from point of entry into the building ("Demarc point") to ATF's space. Provide a 3" flexible metal conduit from the main telephone room into the building to ATF's main LAN room. If pull boxes are necessary due to existing conditions, they must be outfitted with tamper resistant screws.

If the data or telephone cable leaves ATF space and passes through the public hallway, the ATF/Project Manager should request for two (2) 3" flexible metal conduits that pass through the public hallway.

**11. BLAST MITIGATION LAMINATE FILM**

LEVEL III - Bullet/Blast resistant window:
Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.
Framing: Factory representative must assess windows on site.
Pre-tested Windows are certified and existing by licensed manufacture for installation meeting the Level III lamination levels as stated below.

LEVEL III - Blast mitigation laminate film glazing:
Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.
Framing: Factory representative must assess windows on site.
Lamination will meet load test protocol of a minimum of 500 LBS, low hazard level and high protection level

from a ten feet at ground level or 300 LBS, low hazard level and high protection from a ground floor blast at 10 feet.

A clear ballistic laminate level 2 with 0.007 mm (Milar) film on exterior of the window. This will have a glazed finish on the exterior side of the windows.

Interior side of windows will have an opaque ballistic laminate and ballistic resistant film level 3.008 mm (Milar) with metal or aluminum capture frame inside. The capture frame is defined as metal or aluminum frame that securely holds the ballistic laminate against the interior glass.

MANUFACTURERS MEETING ATF SPECIFICATIONS

CPFilms Inc. - Blast event safety glazing films R-20 SRPS8, blast event safety glazing SCL SR PS7, or manufacture suggestion for window thickness at location. Phone: 1-800-255-8627

Madico Inc. - SafetyShield 800, SafetyShield 1500, or manufactures suggestion for window thickness at location. Phone: 1-800-225-1926

Insulgard Corporation - Bullet resisting transaction windows SV. Phone: 1-800-638-6718

Bullet Guard Corp. - Bullet Resistant Products, UL-752 Ballistic Material, or manufacture suggestion for window thickness at location. Phone: 1-800-233-5632

Intellimar, Inc. - Glass Fragment Hazard Reduction, Condition I or II (GSA Level 3 or 4), or manufacture suggestion for window thickness at location. Phone: 301-596-8500 or 410-461-3886

**12. <u>EXPLOSIVE TECHNOLOGY GROUPS</u>**

ETB locations shall be provided with usual office and office support areas. Additionally they will be provided with examination rooms, research/prep/training and construction rooms. Some of these functions may be consolidated into a specific room as determined by the designer, and the number of personnel assigned to a particular location.

Certain groups such as Explosive Technology Branches (ETB) will require an offsite laboratory environment, requiring special ventilation requirements. These area may require the installation of eye wash fountain(s) and/or safety shower(s). Specific specifications will be provided and tailored to each location. At least one (1) explosion-proof, 4'-0" wide laboratory fume hood ducted using 8" diameter galvanized duct to the exterior of the building shall be required at each ETB location. Specific specifications are as follows:

New ETB offices (Flex-Spaces) shall have fume hoods provided and installed, usually in or near the examination room. Fume Hoods shall be Labconco Corporation (800) 821-5525 or equal as follows:
4'-0" Protector Hood
4'-0" Fiberglass fume hood with integral explosion proof blower and EP incandescent light, no service fixture.
4'-0" Dished epoxy work surface, no cup sink cutout.
4'-0" Spluent cabinet, duel doors
Substitutions must get prior approval from ATF.
SEE EXHIBIT #18

Outside secure parking areas will be provided for special vehicles such as bomb trailers.
SEE EXHIBIT #19

END OF DESIGN AND CONSTRUCTION REQUIREMENTS

# C. ABOVE STANDARD REQUIREMENTS & ROOM DESCRIPTIONS

## 1. DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

### SECURE FOYER

1) FROM BUILDING LOBBY TO SECURE FOYER
   i. Purpose
   Main entrance secure foyer will be designed to affect positive control and identification of visitors. The secure foyer has two (2) doors – the Suite Entrance Door and the Reception Door. Visitors enter the reception room from the public space through the Suite Entrance Door, but visitors may only pass through the Reception Door after receiving clearance from a ATF staff.
   ii. Special Items
      a) Hardware for the suite entrance door is as follows: a standard levered lockset, latch plate cover, a door closer, single cylinder long-throw deadbolt, and bottom and side mounted door seals. If the doors swing out into the corridor, provide latch protectors and non-removable hinge pins.
      b) Demising partition shall be slab to slab with 45 STC and with a minimum of a 9 gauge welded expanded metal. See EXHIBIT #2.

2) FROM RECEPTION ROOM TO TENANT SPACE
   i. Special Items
      a) Walls around the secure foyer
         - Bullet Resistant treatment is required on all the walls within the secure foyer. See wall Type 3B. Specifications of the bulletproof wall must meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9-mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #6 – Security Armor.
         - Demising partitions shall be slab to slab with 45 STC and with 9 gauge welded expanded metal. This is the partition between the secure foyer and public hallway See wall Type 3A.
      b) Bullet Resistant Doors
      Bullet Resistant doors are required along walls with bullet resistant treatment only. The bullet proof doors shall meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9 mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #7.
      c) Bullet Resistant Windows
      The landlord and/or architect should coordinate the window size with ATF's design intent drawings. See EXHIBIT #8. ATF will notify the Lessor and/or architect if the existing bullet resistant transaction windows at their present location will be relocated to the new space. The height of the window off the floor must be 2'-10".

### LAN ROOM

1) Purpose
   This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
2) Special Items
   i. Provide five (5) 20 amp quad outlets for the following:
      a) Two (2) quad outlets for the LAN/WAN equipment
      b) Two (2) quad outlets for the Telephone equipment

c) One (1) quad outlet for the security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet.

ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x ¾" – two (2) for the security equipment, two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)

iii. Install two (2) #6 dedicated ground for the telephone equipment.

iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7.

**DIVISION CONFERENCE ROOM**

1) Purpose
Used for staff meetings, briefings, Critical Incident Management Response Team (CIMRT), press conference, and joint seminars with other law enforcement agencies.

2) Special Items

i. Provide blackout drapery if the conference room is located along the window wall.

ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.

iii. Provide support for white board.

iv. Provide a separate/supplemental HVAC unit for this room with thermostat.

**CONFERENCE ROOM (FIELD OFFICES)**

1) Purpose
Used for meetings, briefings, and/or interviews with the staff or the public.

2) Special Items

i. Provide blackout drapery if the conference room is located along the window wall.

ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.

iii. Provide support for white board.

**SUPPLY ROOM**

1) Purpose
Required for general office supplies.

2) Special Items
Provide a dedicated outlet for each photocopier.

**MAIL AND COPY ROOM (DIVISION OFFICE ONLY)**

1) Purpose
Required for photocopiers, facsimile machines, shredders, and the storage of paper, toner cartridges, recycling bins, and general office supplies.

2) Special Items
Provide a dedicated outlet for each photocopier and each shredder.

**POLYGRAPH EXAMINATION ROOM**

1) Purpose
The Polygraph Examination Room is required only at the Field Division offices when a Polygraph Examiner is on staff.

2) Special Items
Install an "IN USE" outside of the Polygraph Room Door to indicate that a polygraph test is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the

finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Polygraph Examination room. The sign should read: "Turn on when room is in use."

**POLYGRAPH OFFICE**

1) Special Items
   i. Provide a 24" high x 30" wide one-way mirror window between the polygraph examiner's office and polygraph examination room. The bottom of the window must be 48" above the finished floor. In addition, provide one (1) 1" wide mini blind on the "office side" of the window.
   ii. Provide two (2) down-light fixtures on a dimmer switch. Place the down-light fixtures on the opposite side of the room from the one-way mirror.

**BREAKROOM**

1) Special Items
   General contractor is to provide the sink and cabinetry (See EXHIBIT #9). Also provide space for a standard refrigerator and coordinate with the field office.

**TRAINING ROOM (DIVISION OFFICE ONLY, UNLESS SPECIFIED OTHERWISE)**

1) Purpose
2) Special Items
   i. Provide a separate/supplemental HVAC unit for this room with thermostat.
   ii. Provide a 3" raised access floor as required by TENANT designer.
   iii. Provide carpet tile.
   iv. Provide and install manual room darkening shades.
   v. Standard acoustical ceiling with standard lighting and downlights around perimeter of room. Lights must be on dimmer switches.
   vi. Provide and install vinyl wallcovering.
   vii. Provide and install chair rail in specified locations.
   viii. Provide plywood blocking for TV mounts. Locations and quantities to be determined by TENANT designer.
   ix. Provide and install movable partition.
   x. Provide minimum of 500 SF storage room for tables and chairs when space allows. TENANT designer to provide drawing.
   xi. Provide an AV closet or closet area for AV equipment.
   xii. Provide electrical and voice/data outlets in raised floor and other locations. Quantity and location to be determined by TENANT designer.

**SECURE FILE ROOM**

1) Purpose
   Used to store investigative material and other sensitive files.
2) Special Items
   None.

**INTERVIEW ROOM**

1) Purpose
   Interview rooms are small conference rooms used to interview defendants. Note, not all Field or Satellite offices require separate Conference and Interview Rooms. Architect is to confirm program of requirements if the Conference Room is also used as an Interview Room.
2) Special Items
   i. Install Handcuff Bar or D-Ring (See EXHIBIT #10)

ii. Install an "IN USE" outside of the Interview Room Door to indicate that an interview is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Interview Room. The sign should read: "Turn on when room is in use."

**DEFENDANT PROCESSING ROOM**

1) Purpose
This room is used to photograph, fingerprint, and process defendants. For offices with five (5) or less special agent personnel assigned, a combination Interview/Defendant Processing Room shall be provided.
2) Special Item
   i. Base cabinet and Sink
   Provide base cabinet with 20 gauge stainless steel, 8" deep sink with garbage disposal, and running hot and cold water. Base cabinet/sink height and faucet shall conform to the Uniform Federal Accessibility Standards (UFAS). See EXHIBIT #9.
   ii. Handcuff Bar or D-Ring
      a) Handcuff Bar
      Provide a handcuff bar described on EXHIBIT #10. Handcuff bar must be welded to stainless steel flanges and anchored to the wall to withstand a force of 900 pounds. Flanges and cover plates must be 18 gauge, type 304 stainless steel tubing with a satin finish. All handcuff bars must have a 1-½" wall clearance. Position the handcuff bar horizontally 36" above the finished floor.
      b) D-Ring
      Provide two (2) wall mounted D-Rings mounted on two (2) stainless steel kick plates. The rings should be mounted 5" AFF and 25" AFF. The D-Rings are screwed to wood blockings behind the drywall partition. Grind all bolts down or use tamper proof screws to prevent anyone from removing the D-rings from the wall (See EXHIBIT # 10).

**SECURED / EVIDENCE STORAGE (FIELD AND SATELLITE OFFICES)**

1) Purpose
Each field office or group requires a secured storage room to safely store ammunition, weapons, investigative equipment, and evidence.
2) Special Items
   i. Long Gun Rack. See EXHIBIT #11 space plan for the number of long gun racks.
   ii. 4'x8' pegboard for a hand gun rack. See EXHIBIT #12 space plan for the number of pegboard and location.
   iii. Use partition Type 3E.
   iv. Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports must be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.
   v. Separate Investigative Area -- Divide the storage room with a slab to slab expanded metal partition into two (2) areas (See EXHIBITS #13A, 13B, and 13C). Provide a sliding gate with the Adams Rite lock-set listed in EXHIBIT #13C. The cylinder must fit SCHLAGE PRIMUS Full Size Interchange Core (part# 20-062) FSIC Adams Rite Cam listed in

EXHIBIT 22A.

**IRS PLOTTER**

1) Purpose
   This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
2) Special Items
   Provide a dedicated outlet for the plotter.

**COMMUNICATION ROOM (DIVISION OFFICE ONLY)**

1) Purpose
   This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
2) Special Items
   i. Provide a self-contained HVAC unit in this room that maintains the temperature in the Communications room between 70-74 degrees Fahrenheit 24/7.
   ii. Secret Internet Protocol Router Network (SIPRNET) Rooms
   SIPRNET room doors will be solid wood with a minimum thickness of 1 ¾ inches or a hollow steel door with the steel a minimum thickness of 9-guage and locked with a card reader and electric strike for non-secure hours. A long-throw, single-key deadbolt lock will be installed for use during secured hours. Frames and hinges must be of sufficient strength to support the weight of the door. The walls shall extend from true floor to true ceiling. If this cannot be achieved, then the addition of 9-gauge mesh must extend from the ceiling to the slab above.

**LOCKER ROOM (OFFICE AREAS)**

1) Purpose
2) Special Items
   i. Provide an exhaust fan.
   ii. Provide carpet tile.
   iii. Provide standard acoustical ceiling.
   iv. Provide fixed benches: mounted 16” high. Quantity, size, location and color to be determined during design planning.

**NOTE: The Purposes of the following rooms are self-explanatory. There are no special requirements in each of the offices. However, the design intent drawings will convey the finishes and wall types and door hardware for the space.**

**DIVISION DIRECTOR OFFICE**

**CHIEF COUNSEL’S OFFICE**

**ASSISTANT SPECIAL AGENT IN CHARGE (SAC)**

**RESIDENT AGENT IN CHARGE (RAC)**

**DIRECTOR OF INDUSTRY OPERATIONS (DIO)**

**DIVISION COUNSEL'S OFFICE**

**STAFF ATTORNEY**

**SUPERVISOR'S OFFICE**

**FIREARM INSTRUCTOR COORDINATOR STORAGE ROOM**

**INDUSTRY OPERATIONS (IO) SECURE STORAGE ROOM**

**COMPUTER SPECIALIST STORAGE ROOM**

## 2. OFF-SITE FACILITIES / WAREHOUSES

**SECURE VESTIBULE**

1) Purpose
   Secure Reception Rooms are provided for Off-Site facilities. Main entrance reception areas will be designed to affect positive control and identification of visitors.
2) Special Items
   Usually there is no requirement for a bullet resistant transaction window for the Off-Site facilities, however ATF Protective Programs will make that determination.

**SECURED / EVIDENCE STORAGE**

1) Purpose
   Each Off-Site facility requires an evidence vault.
2) Special Items
   Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.

**EQUIPMENT / LAN ROOM**

1) Purpose
   This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
2) Special Items
   i. Provide 20 amp quad outlets for the following:
      a) Two (2) quad outlets for LAN/WAN equipment
      b) Two (2) quad outlets for the Telephone equipment

c) One (1) quad outlet for security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet, conduit, string and ring where required.

ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x ¾" – two (2) for the security equipment, and two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)

iii. Provide two (2) #6 dedicated ground for the telephone equipment.

iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7. Usually a 1 ½ ton split unit is used.

**SECURE FILE ROOM (MAY BE REQUIRED)**

1) Purpose
   Used to store investigative material and other sensitive files. The SRT, and/ or ETB may require a secure file room.
2) Special Items
   None.

**GENERALY SUPPLY ROOM**

1) Purpose
   Required for general office supplies.
2) Special Items
   Provide a dedicated outlet for each photocopier, Fax and Shredding machine.

**CONFERENCE ROOM**

1) Purpose
   Used for staff meetings, briefings, Training for SRT, EEO.
2) Special Items
   Provide two (2) general-purpose outlets on each wall and one (1) voice/data outlet on each wall.

**TOO WORKSHOP**

1) Purpose
   The TOO workshop is to store, repair and/or modify selected ATF equipment.
2) Special Items
   Each TOO, TEO Technician shall have one (1) separate workbench. Each workbench shall have three (3) dedicated 110 Volt, 20 amp, and quad-outlets. Locate two (2) outlets at 68" AFF and one (1) at 38" AFF. In reference to quads at 68" AFF, center one of the quads between the workbenches and locate the other 68" quad to the right or left of the workbench. See EXHIBIT #15.

**SUPERVISOR'S OFFICE**

1) Purpose
   Supervisor's office.
2) Special Items
   None.

**FIREARM TRAINING ROOM (F.A.T.'S ROOM)**

1) Purpose
   This room is used for firearms training using computer simulation.

2) Special Items
Provide blackout curtains on exterior windows.

**FIC STORAGE ROOM**

1) Purpose
Storing props, ammunition, arms.
2) Special Items
None.

**CANINE HANDLERS**

1) Purpose
Trains and manages ATF canines.
2) Special Items
None.

**SHIPPING / RECEIVING ROOM**

1) Purpose
Receiving and mailing materials.
2) Special Items
None.

**COMPUTER SPECIALIST STORAGE ROOM**

1) Purpose
This room is used for storing computer parts and components.
2) Special Items
Require general-purpose outlets on each wall. Maximum of 4 outlets per circuit.

**SRT SECURE STORAGE ROOM**

1) Purpose
This room is used for storing SRT equipment.
2) Special Items
Require general-purpose outlets on each wall.

**ETB TRAINING/PROP/CONSTRUCTION/SHIPPING/ROOM**

1) Purpose
Provide a room to be used to assemble mock- ups, explosive devices, assembly and disassembly of items, training area, etc.
2) Special Items
Require general-purpose outlets on each wall.

**ETB EXAMINATION ROOM**

1) Purpose
Provide a room to be used to work on explosive devices. Where more than two (2) ETB persons are assigned additional rooms will be provided.
2) Special Items
   i. Provide two (2) general-purpose outlets on each wall.
   ii. Provide two (2) work benches.

**RADIO WORKSHOP**

1) Purpose
   Provide a room to be used to work on radio equipment along with a storage area.
2) Special Items
   Provide blackout curtains on exterior windows if room is located on an exterior wall.

**LOCKER/SHOWER ROOM**

1) Purpose
2) Special Items
   i. Provide an exhaust fan.
   ii. Provide ceramic tile for wall and floor finishes.
   iii. Provide moisture-resistant gypsum board ceiling.
   iv. Provide fixed benches: mounted 16" high. Quantity, size, location and color to be determined during design planning.
   v. Provide floor drains with trap primers in area outside of shower rooms.
   vi. Compliance with ADA requirements.

END OF ABOVE STANDARD REQUIREMENTS AND ROOM DESCRIPTIONS

# D. ADJACENCY, FINISH, AND WALL TYPE TABLES

### 1. ADJACENCY TABLE - DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

## FIELD DIVISION OFFICE POSITIONS

| Description | Square Feet | Adjacency | Wall Type | Floor Finish | Wall Finish | Door Lock |
|---|---|---|---|---|---|---|
| **OFFICE OF FIELD OPERATIONS** | | | | | | |
| Special Agent in Charge (SAC) | 350 | ASAC's office | 3G | Carpet 1 | WC1 | Office |
| Asst. Special Agent in Charge (ASAC) | 150 | SAC's office | 3G | Carpet 1 | Paint | Office |
| Director of Industry (DIO) | 150 | SAC's office | 3G | Carpet 1 | Paint | Office |
| Division Operations Officer (DOO) | 150 | | 3G | Carpet | Paint | Office |
| Public Information Officer (PIO) | 150 | | 3G | Carpet | Paint | Office |
| Other Directorate Positions | 36 | | -- | Carpet | Paint | Office |
| Senior Operations Officer (SOO) | 150 | | 3G | Carpet | Paint | Office |
| Polygraph Examiner | 150 | Polygraph Examiner Room | 3F | Carpet | Paint | Office |
| F.I.C. (If not off Site) | 150 | | 3G | Carpet | Paint | Office |
| Management Analyst | 150 | | 3F | Carpet | Paint | Office |
| Clerk Typist | 36 | | -- | Carpet | Paint | -- |
| Program Support Assistant (PSA) | 36 | | -- | Carpet | Paint | -- |
| Investigative Assistant (IA) | 36 | | -- | Carpet | Paint | -- |
| **OFFICE OF CHIEF COUNSEL** | | | | | | |
| Assistant Chief Counsel | 150 | | 3G | Carpet 1 | WC1 | Office |
| Division Counsel | 150 | | 3G | Carpet 1 | Paint | Office |
| Staff Attorney | 150 | | 3G | Carpet | Paint | Office |
| Legal Technician | 36 | | -- | Carpet | Paint | -- |
| Extra Workstation | 36 | | -- | Carpet | Paint | -- |
| **OFFICE OF SCIENCE AND TECHNOLOGY** | | | | | | |
| Audit Manager | 150 | | 3G | Carpet | Paint | Office |
| Forensic Auditor | 36 | | -- | Carpet | Paint | -- |
| **OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES** | | | | | | |
| NIBIN Coordinator | 150 | | 3G | Carpet | Paint | Office |
| IPB Caribbean Program Manager | 150 | | 3G | Carpet | Paint | Office |
| **EQUAL EMPLOYMENT OFFICE** | | | | | | |
| EO Manager | 150 | | 3G | Carpet | Paint | Office |
| EO Specialist Manager | 36 | | -- | Carpet | Paint | -- |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **OTHER** | | | | | | |
| Task Force Officer | 36 | | -- | Carpet | Paint | -- |

## FIELD DIVISION SUPPORT SPACE

| Description | Square Feet | Adjacency | Wall Type | Floor Finish | Wall Finish | Door Lock |
|---|---|---|---|---|---|---|
| **OFFICE OF FIELD OPERATIONS** | | | | | | |
| Secure Foyer from public hallway | 100 | Floor Lobby | 3A | -- | Paint | Office |
| Secure Foyer within foyer | | | 3B | LVT | Paint | Storeroom |
| LAN/Equipment Room | 80 | | 3C | VCT | Paint | Storeroom |
| Division Conference Room | 300 | Division Office | 3G | Carpet | WC2 | Passage |
| Group Conference Rm (1 per 2 groups) | 250 | RAC's office | 3G | Carpet | Paint | Passage |
| Increase ratio for Conf. Rooms | | | 3G | Carpet | Paint | Passage |
| Division Supply Room | 150 | Assistant's workstation | 3C | VCT | Paint | Office |
| Mail/Copy General Storage | 150 | Assistant's workstation | 3F | VCT | Paint | Office |
| Polygraph Exam Room | 100 | Polygraph Examiner | 3G | Carpet | Paint | Storeroom |
| Break Room - Division | 200 | | 3H | VCT | Paint | Passage |
| Break Room - Groups | 200 | | 3H | VCT | Paint | Passage |
| Training Room (Average & Storage) Seat 80% of total FD Personnel | 2500 | | 3G | Carpet | Paint | Storeroom |
| Locker | | | 3G | Ceramic tile | Paint | Office |
| **OFFICE OF CHIEF COUNSEL** | | | | | | |
| Asst. Chief Counsel Library | 150 | | 3F | Carpet | Paint | Office |
| Asst. Chief Counsel File / Supply | 100 | | 3C | Carpet | Paint | Office |
| Division Counsel File / Library | 150 | | 3F | Carpet | Paint | Office |
| **OFFICE OF SCIENCE AND TECHNOLOGY** | | | | | | |
| Audit Secure File/CIS Workroom | 150 | | 3F | Carpet | Paint | Storeroom |
| Division Supply | 150 | | 3C | VCT | Paint | Office |
| **EQUAL OPPORTUNITY OFFICE** | | | | | | |
| EO Reception / Support Space | 150 | | 3F | Carpet | Paint | Office |

## FIELD AREA / OFFICE POSITIONS

| Description | Square Feet | Adjacency | Wall Type | Floor Finish | Wall Finish | Door Lock |
|---|---|---|---|---|---|---|
| **OFFICE OF FIELD OPERATIONS** | | | | | | |
| RAC & Area Supervisor w/ Division | 150 | | 3G | Carpet | Paint | Office |
| RAC & Area Supervisor out of Division | 150 | | 3G | Carpet | Paint | Office |
| Agent / Inspector | 36 | | -- | Carpet | Paint | -- |
| Other Employees | 36 | RAC / Area Supervisor | -- | Carpet | Paint | -- |
| TOO/TSS | 36 | | -- | Carpet | Paint | -- |
| **OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES** | | | | | | |
| Explosives Enforcement Officer (EEO) | 36 | | -- | Carpet | Paint | -- |
| Special Agent Canine Handler (SACH) - workstation | 100 | | -- | Carpet | Paint | -- |
| NRT Team Leader | 150 | | 3G | Carpet | Paint | Office |
| Full Time NRT Member | 36 | | -- | Carpet | Paint | -- |
| Explosives Industry Analyst | 36 | | -- | Carpet | Paint | -- |
| **OFFICE OF SCIENCE AND TECHNOLOGY** | | | | | | |
| Radio Technician | 36 | | -- | Carpet | Paint | -- |

## FIELD / AREA OFFICE SUPPORT SPACE

| Description | Square Feet | Adjacency | Wall Type | Floor Finish | Wall Finish | Door Lock |
|---|---|---|---|---|---|---|
| **OFFICE OF FIELD OPERATIONS** | | | | | | |
| Secure Foyer Satellite Office | 80 | From public lobby to secure foyer | 3A | -- | -- | Office |
| Wall type 3B around the 3 walls within the foyer | | | 3B | LVT | Paint | -- |
| Secure Foyer Field Office | 100 | From public lobby to secure foyer | 3A | -- | -- | Storeroom |
| Wall type 3B around the 3 walls within the foyer | | | 3B | LVT | Paint | -- |
| Tel / LAN Room | 80 | Next to Communication Rm | 3C | VCT | Paint | Storeroom |
| General Supply Satellite Office | 80 | Admin. Area | 3C | VCT | Paint | Office |

| | | | | | | |
|---|---|---|---|---|---|---|
| General Supply Field Office | 100 | Admin. Area | 3C | VCT | Paint | Office |
| Conference Room | 300 | Admin. Area | 3G | Carpet | Paint | Passage |
| Conference Room Ratio 1 per 2 Groups | 250 | Admin. Area | 3G | Carpet | Paint | Passage |
| Secure File Room Satellite | 80 | Admin. Area | 3F | VCT | Paint | Storeroom |
| Secure File Room Field Office | 150 | Admin. Area | 3F | VCT | Paint | Storeroom |
| Interview / Processing Room Satellite | 100 | Public hallway - elevator | 3G | VCT | Paint | Institutional |
| Interview Room Field Office | 100 | Public hallway - elevator | 3G | VCT | Paint | Institutional |
| Processing Room | 100 | Public hallway - elevator | 3G | VCT | Paint | Institutional |
| Secure Storage Satellite | 100 | | 3A | VCT | Paint | Storeroom |
| Secure Equipment Storage<br>Average 15 sf per person with lockers | 15 | Agents | 3C | VCT | Paint | Storeroom |
| Secure Evidence Satellite | 200 | Second Entrance | 3E | VCT | Paint | Storeroom |
| Secure Evidence Field Office | 450 | Second Entrance | 3E | VCT | Paint | Storeroom |
| IRS Plotter | 100 | | 3F | Carpet | Paint | Office |
| Communications Room | 250 | Next to LAN room | 3C | Carpet | Paint | Storeroom |
| TOO / TSS Workroom | 150 | | 3E | VCT | Paint | Storeroom |
| **OFFICE OF FIELD OPERATIONS** | | | | | | |
| NRT Leader Storage | 150 | | 3H | Carpet | Paint | Office |
| Full time NRT member Storage | 100 | | 3F | Carpet | Paint | Office |
| **See Exhibit #15 for Door Lock (Security Hardware)** | | | | | | |

## 2. ADJACENCY TABLE - OFF-SITE FACILITIES / WAREHOUSES

| Description | Square Feet | Adjacency | Wall Type | Floor Finish | Wall Finish | Door Lock |
|---|---|---|---|---|---|---|
| From Public Space to Secure Reception Room | 100 | Floor Lobby | 3A | -- | Paint | Office |
| From Secure Reception Room to ATF Space | | -- | 3A | LVT | Paint | Storeroom |
| Secure Evidence Storage | 200 | Evidence storage rooms if Groups are co-located. | 3E | VCT | Paint | Storeroom |
| Equipment / LAN Room | 100 | Communication Room | 3C | VCT | Paint | Storeroom |
| Secure File Room | 150 | Administrative Area | 3F | VCT | Paint | Storeroom |
| Mail and Copy Room | 150 | Administrative Area | 3F | VCT | Semi-gloss | Passage |
| General Supply Room | 100 | Administrative Area | 3C | VCT | Paint | Passage |
| FATS/Conference/Training Room | 500 | All interior space - no windows | 3G | Carpet | Paint | Storeroom |
| TOO/Fab Workshop | 500 | TOO Workstation | 3E | VCT | Paint | Storeroom |
| RADIO Workshop/Storage | 500 | -- | 3E | VCT | Paint | Storeroom |
| Supervisor's Office | 150 | Agent's or Inspector's Area | 3H | Carpet | Paint | Office |
| Firearm Instructor Coordinator Storage Room | 200 | Firearm Instructor Coordinator's Office | 3E | VCT | Paint | Storeroom |
| IO Secure Storage Room | 150 | Industry Operations office | 3F | VCT | Paint | Storeroom |
| FTB Examine Room | 150 | All interior space - no windows | 3E | VCT | Paint | Storeroom |
| FTB Training/Prop Room | 150 | All interior space - no windows | 3E | VCT | Paint | Storeroom |
| Secure Exam Room (Computer Forensic) w/ Storage | 450 | Next to FIC office or FATs Room. | 3E | VCT | Paint | Storeroom |
| Garage Bay | 3000 | -- | 3E | Sealed Concrete | Paint | -- |

END OF ADJACENCY, FINISH, AND WALL TYPE TABLES

# E. EXHIBITS

1) Police Check Inquiry Form
2) 9 Gauge Wire Mesh
3) Partition Types
    a) Slab to slab, 45 STC, with expanded security mesh
    b) Slab to slab with Bullet Resistant Armor
    c) Slab to slab with Type “x” GWB
    d) Slab to slab with typical GWB
    e) Slab to slab with expanded security mesh
    f) Slab to ceiling, no STC rating
    g) Slab to slab with sound insulation STC 45 rating
    h) Slab to ceiling with sound insulations above ceiling
4) Security System and Lock Symbols
5) Electronic Portal Controls (Electric Strikes, Magnetic Locks, and other electronic controls)
6) Security Armor
7) Bullet Resistant Door
8) Bullet Resistant Window
9) Sink Detail
    a) Sink Cabinet Elevation
    b) Sink Cabinet Section
10) Handcuff Bar and D-Rings
11) Long Gun Rack
12) Pegboard Detail
13) Secured Storage Partition Details
    a) Secured Storage Gate – Elevation
    b) Secured Storage Gate – Section
    c) Secured Storage Gate – Sliding Door Hardware
14) Typical Telephone / LAN Room
15) Workbench – TOO and ETB
16) Lighting Specification
17) Eye/Face Wash
18) (A-B) Fume Hood
19) Parking
20) ATF Standard Finishes
    a) Option 1
    b) Option 2
21) Evidence Vault Layout
    a) Conventional Layout
    b) High Density Layout
22) Door Security Hardware
    a) Lock Plan Info
    b) Lock Plan Cut Sheets

OMB NO: 1140-0068 (03/31/2021)

**U.S. Department of Justice**
Bureau of Alcohol, Tobacco, Firearms and Explosives

# Police Check Inquiry

**Instructions:** ATF Form 8620.42 must be completed by non-ATF personnel and ATF sponsors *(COTRs or Points of Contact)* when requesting non-ATF personnel be granted escorted access to ATF facilities, non-sensitive information, and/or construction sites. Items 1-15 of this form must be completed by all non-ATF personnel requiring escorted access to ATF facilities, ATF non-sensitive information, and/or an ATF construction site for the purpose of performing low risk, non-sensitive duties for a period of 5 days or longer. Items 13 & 14 may be omitted if access is requested for 4 days or less. Once completed, non-ATF personnel must sign and date the form and forward it to the ATF sponsor. ATF sponsors will complete items 16-25 and forward this form to the Physical Security Programs Branch or appropriate Field Division personnel for processing.

1. Non-ATF Personnel's Assignment Status *(check one)*: Contractor ☐ Vendor ☐ Other ☐ _____

**To be Completed by Non-ATF Personnel**

| 2. Last Name | 3. First Name | 4. Middle Name | 5. Suffix | 6. Social Security Number |
|---|---|---|---|---|
| | | | | |

| 7. Date of Birth | 8. Place of Birth *(State/Country)* | 9. Citizenship | 10. Sex |
|---|---|---|---|
| | | | |

| 11. Other Names Used *(Maiden, Nickname, etc.)* | 12. If foreign born, provide the type and number for one of the following: alien registration, naturalization certificate, U.S. passport, or employment authorization card. Type | Number |
|---|---|---|
| | | |

13. Home Address *(provide residential history for past 5 years-use additional sheet(s) if necessary)*

| From: | To: | Address | City | State |
|---|---|---|---|---|
| From: | To: | Address | City | State |
| From: | To: | Address | City | State |
| From: | To: | Address | City | State |

14. Employment History *(provide employment information for past 5 years-use additional sheets(s) if necessary)*

| From: | To: | Employer Name | Address | City | State |
|---|---|---|---|---|---|
| From: | To: | Employer Name | Address | City | State |
| From: | To: | Employer Name | Address | City | State |
| From: | To: | Employer Name | Address | City | State |

15a. Ethnicity Origin

Hispanic or Latino Yes ☐ No ☐ — A person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race.

15b. Race *(mark one or more of the following categories)*

| | | |
|---|---|---|
| American Indian or Alaska Native | ☐ | A person having origin in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment. |
| Asian | ☐ | A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. |
| Black or African American | ☐ | A person having origins in any of the black, Haitian, or Negro racial groups of Africa. |
| Native Hawaiian or Other Pacific Island | ☐ | A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands. |
| White | ☐ | A person having origins in any of the original peoples of Europe, the Middle East, or North Africa. |

I, _____ , give my consent and permission for the Bureau of Alcohol, Tobacco, Firearms and Explosives *(ATF)* to conduct a police check inquiry for the purpose of granting me escorted access to ATF facilities and/or access to ATF non-sensitive information, or access to an ATF construction site. I understand that a felony conviction will automatically disqualify me. I understand that additional forms may be required by ATF for a more in-depth background investigation. I attest that the information provided is true.

| Signature | Date |
|---|---|
| | |

ATF E-Form 8620. 42
Revised March 2018

**EXHIBIT #01: POLICE CHECK INQUIRY FORM**

| To be Completed by ATF Sponsor *(COTR/ POC)* | | |
|---|---|---|
| 16. Subject's Assigned ATF Office | 17. Subject's Job Title | 18. Assignment Duration Dates<br>Beginning _____ Ending _____ |
| 19. Subject's Duties will Require the Following Escorted Access<br>Facilities ☐ ATF Non-Sensitive Information ☐ Construction Site ☐ | | |
| 20. ATF Sponsor Name | 21. ATF Sponsor Address | 22. Phone Number |
| 23. Sponsor Signature | | 24. Date |
| 25. Description of Duties and Other Remarks | | |

| To be Completed by the Physical Security Programs Branch/Field Division | | | |
|---|---|---|---|
| 26. NCIC Conducted: ____/____/____ *(Date)*<br>QH N/R ☐ R ☐<br>QW N/R ☐ R ☐<br>QPO N/R ☐ R ☐ | 27. TECS Conducted: ____/____/____ *(Date)*<br>SQ N/R ☐ R ☐ | 28. NLETS Conducted: ____/ ____/ ____ *(Date)*<br>States *(identify below)*:<br>_____ IQ N/R ☐ R ☐<br>_____ IQ N/R ☐ R ☐<br>_____ DQ N/R ☐ R ☐<br>_____ DQ N/R ☐ R ☐ | |
| Access Granted ☐<br>Access Denied ☐ | Signature of Authorized ATF Official | Title | Date |

**Instructions**

ATF Form 8620.42 must be initiated by the COTR or ATF Point of Contact *(POC)* prior to granting escorted access to ATF facilities. Examples of positions that could be escorted are janitorial or short-term construction contractors who may be performing electrical or plumbing duties. The Physical Security Programs Branch or Field Division is responsible for conducting the required records and inquiry checks.

Items 1-15. Non-ATF personnel are responsible for completion of items 1 through 15. No item may be left unanswered.

Items 16-25. To be completed by ATF Sponsor *(COTR or ATF POC)*.

Items 26-28. To be completed by the Physical Security Programs Branch or Field Division.

**Paperwork Reduction Act Notice**

This request is in accordance with the Paperwork Reduction Act of 1995. The information collected is used by ATF to screen prospective contractors for escorted access to ATF facilities, non-sensitive information, and /or construction sites. The appropriate ATF office *(Physical Security Programs Branch or Field Division)* will maintain a copy of this form with the results of the indices checks for the duration of the contract employment or for a minimum of 1 year, whichever is longer.

The estimated average burden associated with this collection of information is 5 minutes per respondent, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Report Management Officer, Bureau of Alcohol, Tobacco, Firearms and Explosives, Washington, DC 20226. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

**Privacy Act Statement**

You are requested to furnish information regarding your race under the authority of 42 USC § 2000e - 16, which requires that Federal employment practices be free from discrimination and provide equal employment opportunities for all. Solicitation of this information is in accordance with Department of Commerce Directive 15, "Race and Ethnic Standards for Federal Statistics and Administrative Reporting."

You are further requested to furnish your social security number (SSN) under authority of E.O. 9397, published 11/22/1943. That Order requires agencies to use the SSN for the sake of economy and orderly administration in the maintenance of records. Furnishing your race and SSN is voluntary; however, your failure to provide the requested information may negatively impact ATF's ability to positively identify you in the Federal criminal justice records system.

Solicitation of this information is authorized as part of our investigative authorities devolving from E.O. 10450 and E.O. 12968. This information will be used by ATF to begin preliminary screening/investigation for security purposes.

ATF E-Form 8620. 42
Revised March 2018

## EXHIBIT #01: POLICE CHECK INQUIRY FORM (CONT.)

AMICO®
SECURITY MESH
PRODUCT NAME

MANUFACTURER
Alabama Metal Industries Corp.
3245 Fayette Avenue
Birmingham, Alabama 35208
Phone: (205) 787-2611
(800) 366-2642
FAX: (205) 786-6527

AMICO – West
Alabama Metal Industries Corp.
11093 Beech Avenue
Fontana, California 92335
Phone: (714) 350-9280
(800) 624-4600 I.S.
(800) 962-0100




PRODUCT DESCRIPTION
Security Expanded Metal sheets are steel expanded metal panels used as a penetration resistance shield behind plaster or drywall finishes. These sheets are to be attached to metal studs and track or wood supports designed for use in walls, floors, ceilings and roofs.

Basic Use: Prisons, government offices, strip malls, record storage rooms, computer rooms, courthouses, museums, mini warehouses, apartments, condominiums, pharmacies, art galleries, mail room, airport security, banks, hospitals, police stations and general office security.

Composition and Material: Security Expanded Metal is made by simultaneously cutting and stretching a solid sheet of steel, making Security Expanded Metal one continuous sheet that can't ravel at the strands.

Readily available in carbon steel, uncoated, galvanized, as well as stainless steel.

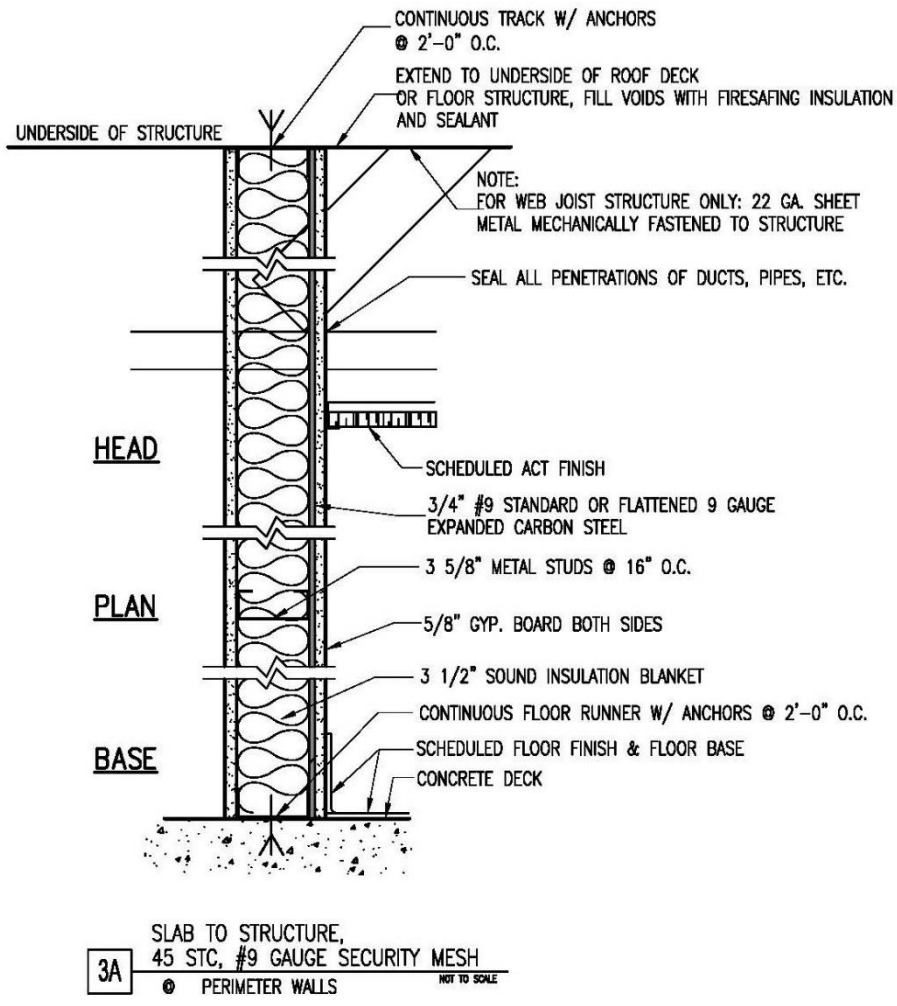
TECHNICAL DATA
AMICO Security Mesh is manufactured in conformance with the following industry standard specifications:
Carbon Steel - ASTM A569/A569M-85
Carbon Steel Security Mesh - ASTM F1267-89, Type I and II, Class 1, 2 and 3, Grade A Stainless Steel 304 - ASTM-A-240-90

Product Terminology:
SWD - Short Way of Diamond
LWD - Long Way of Diamond
Bond - The point where adjacent stands intersect.
Strand Thickness - Overall finished thickness

INSTALLATION
Methods of Cutting: 10" hand held circular saw with abrasive blade, cutting torch, nibbler heavy duty high speed. Eye and ear protection should be worn during the cutting operation.

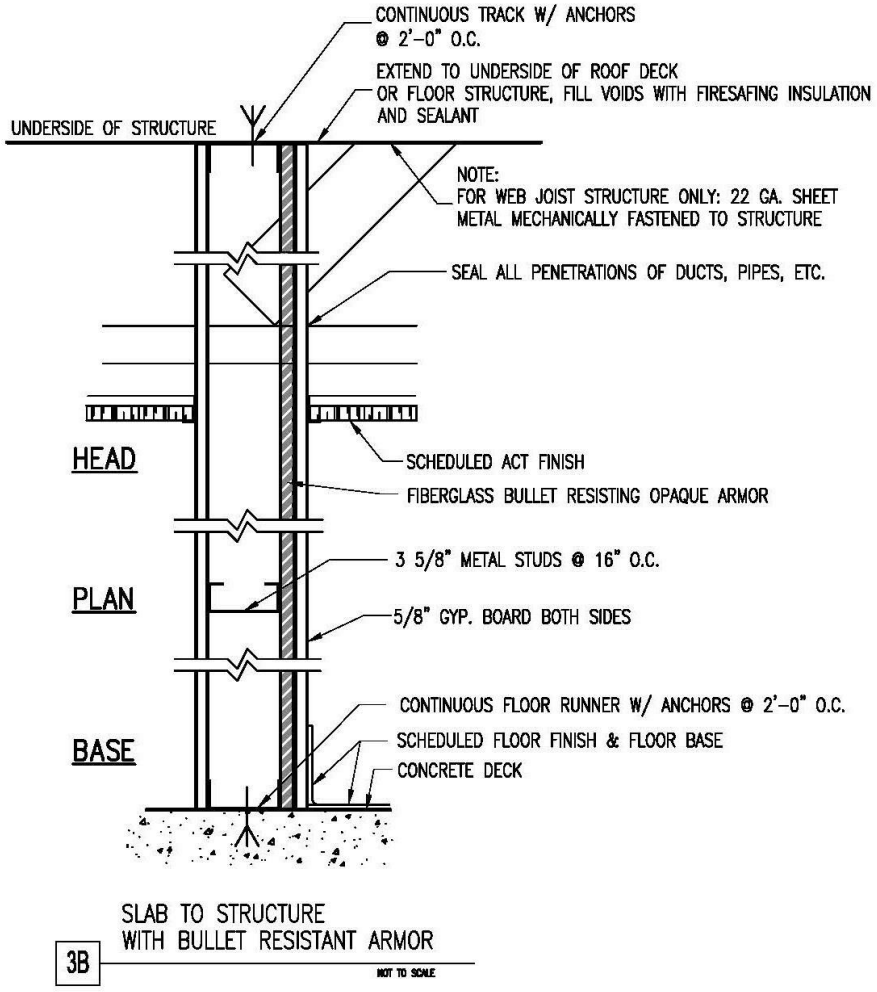
Methods of Attachment:
- Welding to steel studs and track. Weld Security expanded metal with 1/8" x 1/2" lg. min. fillet welded to steel studs - 20 ga. or heavier, edge welds must be within 2" of edge.
- Pan head type self drilling screws with at least a #8 shank, long enough to penetrate through steel supports at least 3/8 inch.
- One way fasteners screws long enough to penetrate through steel supports at least 3/8 inch.
- End joints of Security Expanded metal must be butted and occur over studs.
- Side Joints must be butted and wire tied at mid point between supports.
- For maximum strength and ease of installation, LWD of sheet should be placed horizontally.
- Underwriters Laboratories Fire Rated Assemblies will not be jeopardized by using ASM in the fire rated assembly. (U/L Subject File #1857

**EXHIBIT #02: 9 GAUGE WIRE MESH**




NON BEARING FULL HEIGHT SEPARATION PARTITION: 18 GA. (MIN.) METAL STUDS, CORROSION-PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 3/4" #9 STANDARD 9 GAUGE EXPANDED STEEL SECURITY MESH BEHIND DRYWALL ATTACHED TO METAL STUDS; 5/8" THK. GYP. BOARD ON BOTH SIDES; DECK-TO-DECK CONSTRUCTION.

**EXHIBIT #03A: SLAB TO SLAB, STC 45 RATING W/ EXPANDED SECURITY MESH**




NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 7/16" THICK FIBERGLASS BULLET RESISTANT OPAQUE ARMOR, 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

**EXHIBIT #03B: SLAB TO SLAB, W/ BULLET RESISTANT ARMOR**

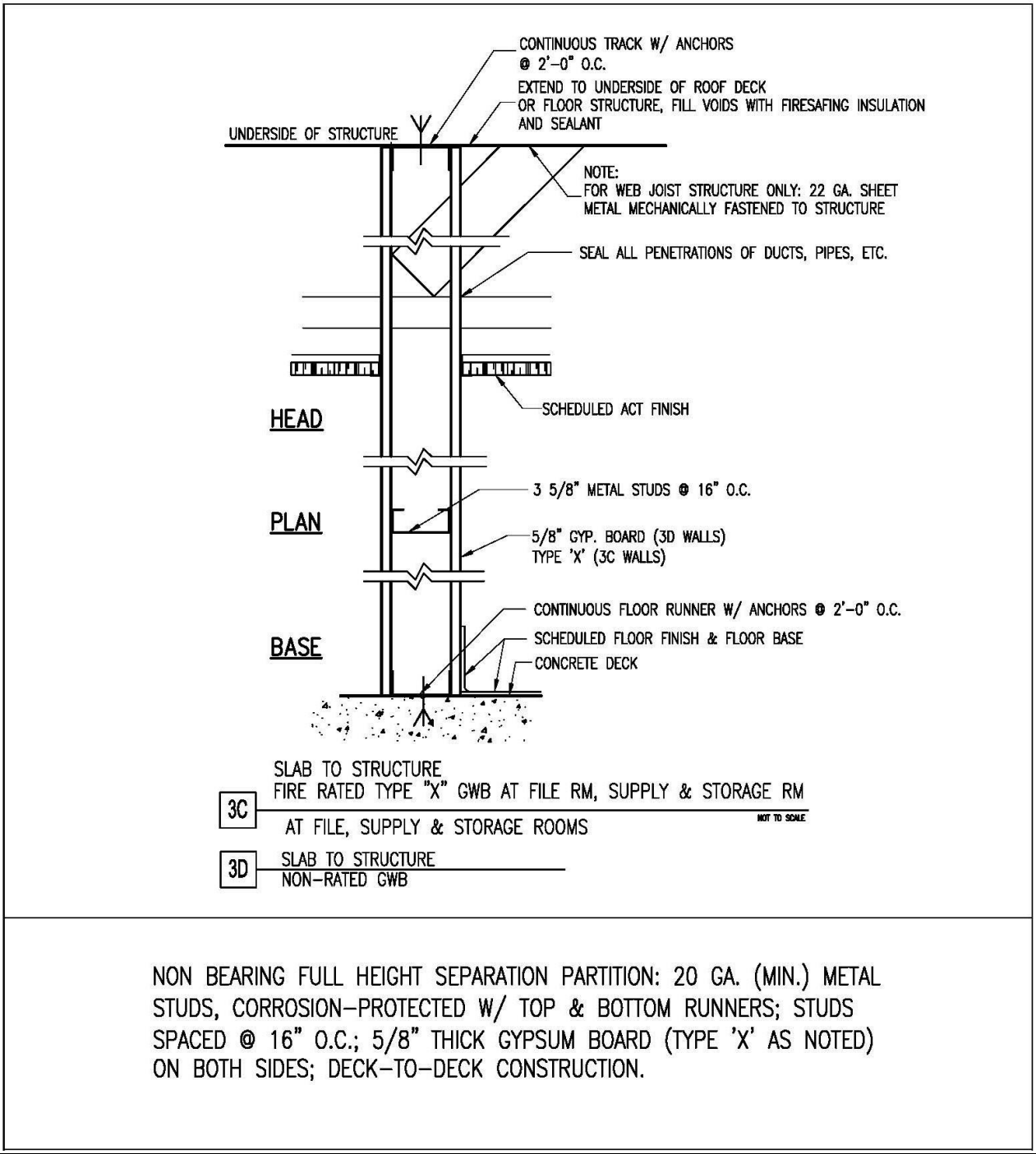
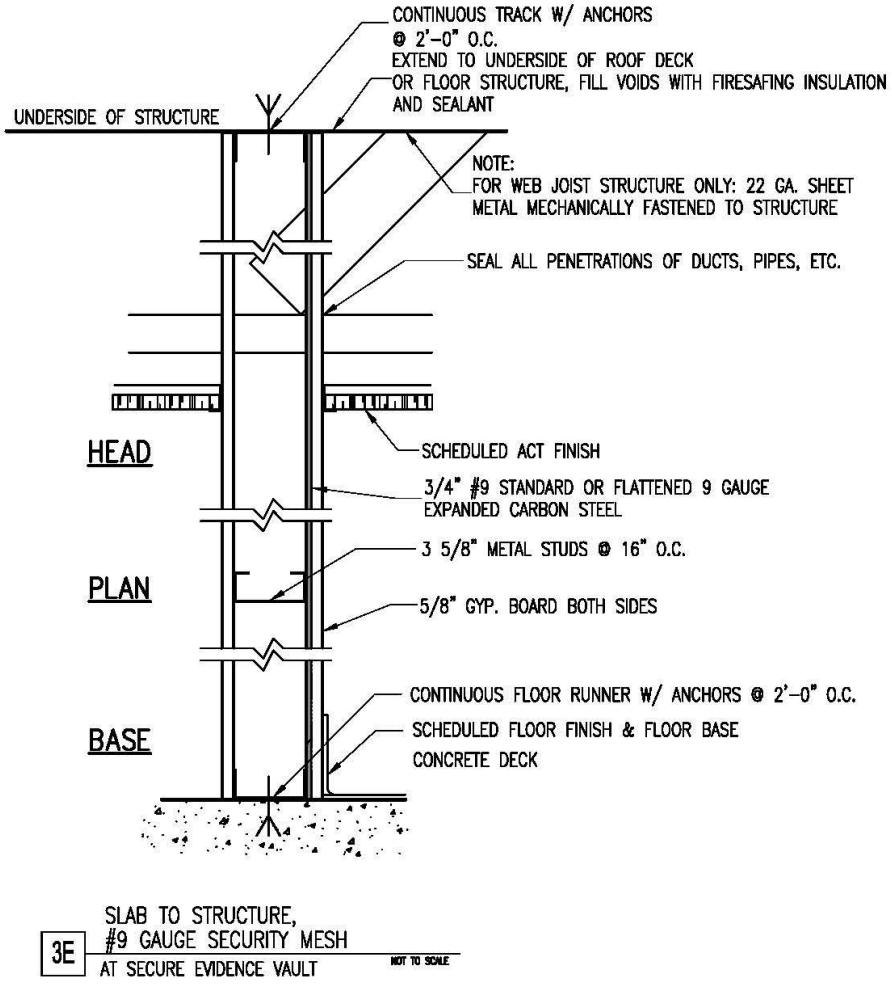


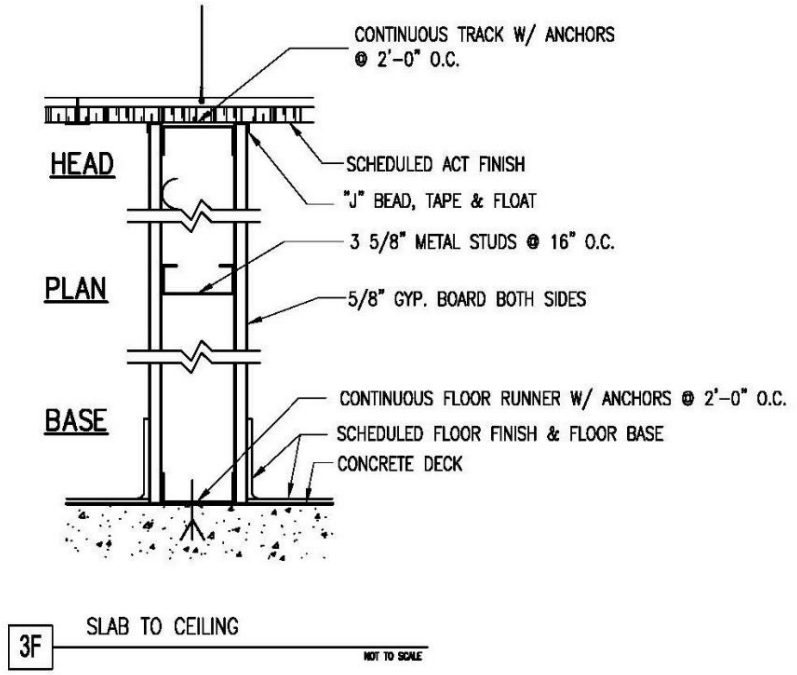

**EXHIBIT #03C: SLAB TO SLAB, W/ TYPE 'X' GWB**

**EXHIBIT #03D: SLAB TO SLAB, W/ TYPICAL GWB**



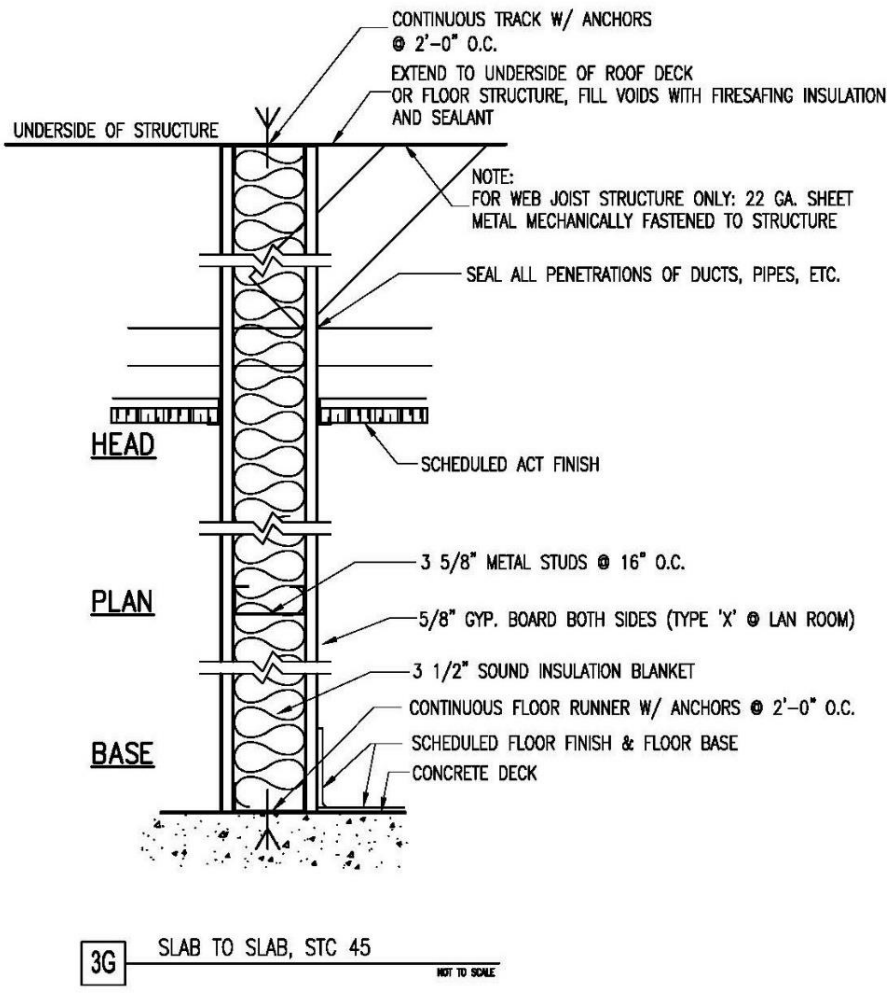

NON BEARING FULL HEIGHT SEPARATION PARTITION: 18 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3/4" #9 STANDARD 9 GAUGE EXPANDED STEEL SECURITY MESH BEHIND DRYWALL ATTACHED TO METAL STUDS; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

**EXHIBIT #03E: SLAB TO SLAB, W/ EXPANDED SECURITY MESH**



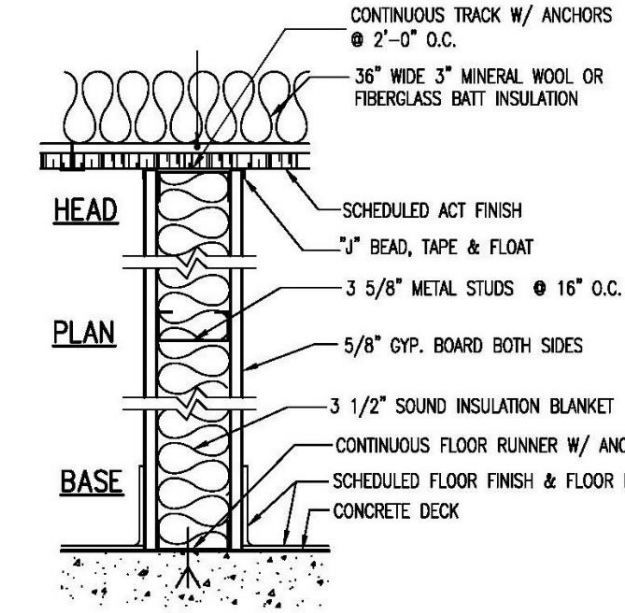

NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–UNDERSIDE OF CEILING CONSTRUCTION

**EXHIBIT #03F: SLAB TO CEILING, NO STC RATING**




NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

**EXHIBIT #03G: SLAB TO SLAB, W/ SOUND INSULATIONS STC 45 RATING**




3H SLAB TO CEILING W/36" WIDE BATT INSULATION ABOVE CEILING
NOT TO SCALE

NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–UNDERSIDE OF CEILING CONSTRUCTION: 36" BATT INSULATION IN CEILING AROUND THE PERIMETER ROOM

**EXHIBIT #03H: SLAB TO CEILING, W/ SOUND INSULATIONS ABOVE CEILING**

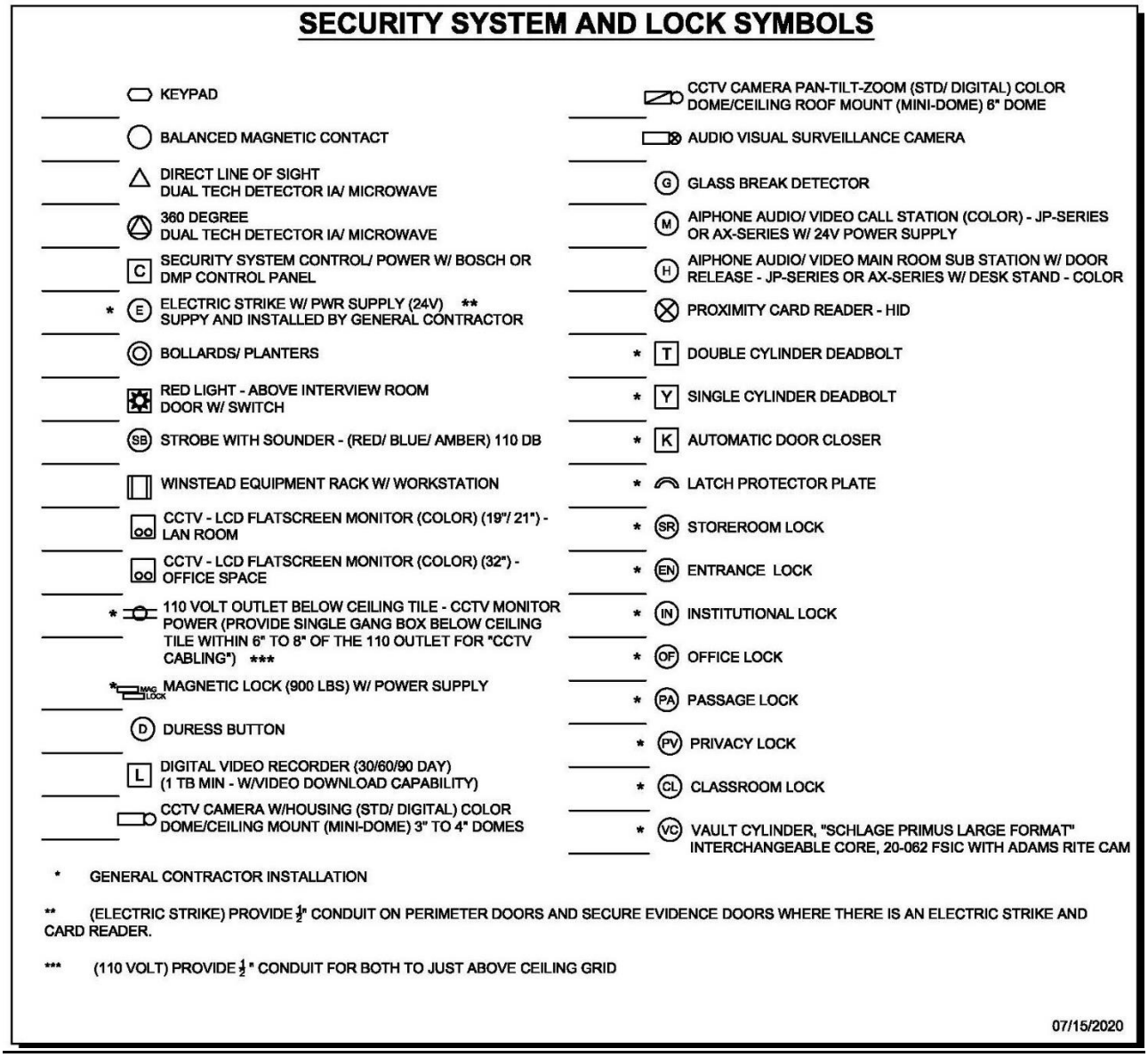



**EXHIBIT #04: SECURITY SYSTEM AND LOCK SYMBOLS**

**ELECTRONIC PORTAL CONTROLS**

The following are the minimum requirements for Electronic Portal Controls including electric strikes, magnetic locks and other electronic controls. ATF's Physical Security Branch will determine the need for and authorize electronic portal controls.

**A) DEVICE SPECIFICATIONS**

All electronic locks installed in ATF space shall have:

1) Leakage of under 60 Gauss at 6 inches and less than 1 Gauss at 2 inches energized or de-energized.

2) A 600 pound forcing strength (in the opening direction). Forcing strength shall be measured in actual pressure in pounds that it takes to pull the lock apart.

3) Capability to operate with 12 or 24 volt D.C. power and to integrate with a remote opening system / device.

4) Standard built in electronics to eliminate residual magnetism and also to provide transient suppression.

5) Capability to meet guidelines from ANSI and BHMA and be U.L. listed for burglar resistance.

6) A status sensing mechanism that indicates the door is closed and locked.

7) Applicability for installation with hollow metal, solid core wood door, glass aluminum and fire doors.

8) Capability of fail-safe or failure-secure operation.

9) Protection against forced attack such as picking, drilling and prying.

10) Resistance to rust and water.

**B) INSTALLATION REQUIREMENTS**

1) All leads for the electronic locks shall be inaccessible from the exterior (unprotected side) of the door. When leads must be installed exposed, all wiring shall be encased in armored cable.

2) All devices shall be installed per the manufacturer's specifications.

3) All doors designated as Emergency Exits shall use a U.L. listed fail-safe device.

4) All electronic locking devices shall be powered from a constant, continuous power source.

**EXHIBIT #05: ELECTRONIC PORTAL CONTROLS**

REFERENCE
The publications listed below form a part of this specification. UNDERWRITERS LABORATORY UL 752 10th Edition, Standard for Bullet Resisting Equipment dated March 10, 2000. ASTM E119-98 Standard Test for One-Hour Fire-Rating of Building Construction and Materials.

SUBMITTALS
Submit for approval prior to fabrication samples, brochures, specifications, UL LISTING Verification and UL752 Current Test Results as provided by Underwriters Laboratories, and printed data in sufficient detail to indicate compliance with the contract documents. ASTM E119-98 One-Hour Fire Rating of Building Construction and Materials. Manufacturer's Instructions for installation of Bullet Resistant Fiberglass Panels.

DESIGN
Through the design, manufacturing technique and material application the Bullet Resistant Fiberglass shall be of the "non ricochet type". This design is intended to permit the encapture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.

DELIVERY, STORAGE AND HANDLING
Deliver the materials to the project with the manufacturer's UL LISTED Labels intact and legible. Handle the material with care to prevent damage. Store the materials inside under cover, stack flat and off the floor.

WARRANTY
All materials and workmanship shall be warranted against defects for a period of two (2) years from the date of receipt at the project site.

PRODUCTS

2.1 BULLET RESISTANT FIBERGLASS MATERIAL
The panels shall be made of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with a thermoset polyester resin and compressed into flat rigid sheets. The production technique and materials used shall provide the controlled internal delamination to permit the encapture of a penetrating projectile. Bullet Resistant Fiberglass panels: 7/16" maximum thickness, and 4.7 pounds per square foot maximum weight.

1. ArmorCore Level 3 by Waco Composites I. Ltd., Waco, Texas. Toll Free 866-688-3088, Fax#(254)776-1424, Web Site: www.armorcore.com
2. GE Polymershapes Insulgard, 7663 Industrial Boulevard, Allentown, PA 18106, 800-893-9657, Fax# (610) 366-7701, Web Site: www.insulgard.com

2.2 SECURITY LEVEL
The Bullet Resistant Fiberglass will be rated and tested for UL752 Level 3.

EXECUTION
3.1 SUPPORTING MEMBERS
Prior to installing the bullet resistive material the contractor shall verify that all supports have been installed as required by the contract documents and the architectural drawings.

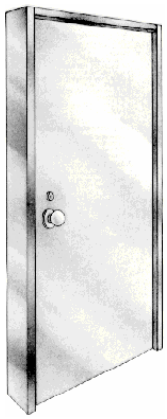
3.2 JOINTS
All joints shall be reinforced by a back-up layer of bullet resistive material. The bullet resistance of the joint, as reinforced, shall be at least equal to that of the panel. Minimum width of reinforcing layer at joint shall be 4-inches (2" on each panel or a 2" minimum overlap).

3.3 APPLICATION
Armor shall be installed in accordance with the manufacturer's printed recommendations. Armor panels shall be adhered using an industrial adhesive, mastic, screws or bolts. Method of application shall maintain the bullet resistive rating at junctures with the concrete floor slab, the concrete roof slab, the bullet resistive door frames, the bullet resistive window frames, and all required penetrations.

Note this is a sample specification from the ArmorCore **Level 3** by Waco Composites I. Ltd., Waco, Texas. Other manufactured bullet resistant armor meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant armor.

## EXHIBIT #06: SECURITY ARMOR

INSULGARD CORPORATION
HM544 BULLET RESISTING DOOR SYSTEM



Bullet Resisting Product Data

FEATURES

- U.L. LISTED LEVEL 3
- 11 GAUGE FACE SHEETS
- CONTINOUS HINGE PREPARATION
- CLOSER REINFORCED
- COMPLETE HARDWARE OUTFITTING
- 3' 0" X 7' 0" FULL OPAQUE DOORS
- DOOR AND FRAME SHIPPED AS COMPLETE UNIT
- USE OF GE PLASTICS LEXGARD® IN VISION LITE

PRODUCT DESCRIPTION

- The Insulgard HM544 Bullet Resisting Door System is designed to defeat ballistic assaults from a .44 Cal. Magnum handgun per testing under UL standard 752 at Underwriters Laboratories. The door is a hollow metal swing type for interior and exterior use, and standard door usage.

BASIC USE

- Use of this door system is to provide protection in those applications where a ballistic attack threat exists. Such applications are often in convenience stores, law enforcement facilities, hospital pharmacies and many other "at risk" facilities. It is recommended that this door be used in conjunction with protected wall areas.

LIMITATIONS

- This door has been designed to meet the Level 3 ballistic resistance standard as set forth by UL Standard 752. It is recommended that each end user should determine his ballistic threat and determine the correct product to meet and resist that threat.

CONSTRUCTION

- Doors are to be full flush construction of 11 gauge ballistic steel face-plates arc welded to 14 gauge interior lock and hinge rails. Each door will have 14 gauge vertical steel stiffeners. Top and bottom of door to receive 14 gauge closure channels.
- Door framing will be constructed of 11 gauge ballistic steel and be offered in types for drywall and masonry openings.
- Door hardware (standard) will be: Continuous hinges, LCN closer
- Optional Hardware - Hardware materials shall be of a type listed above, unless otherwise requested. Contact your nearest Insulgard Corporation representative for additional optional hardware information.
- Finish - All doors and frames furnished prime painted, ready for final finish in field.

SIZES AND OPTIONS

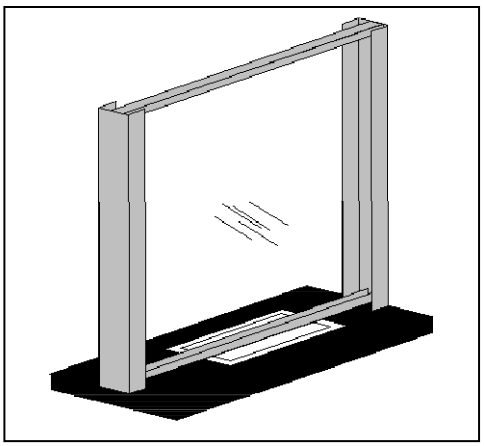
- Door Thickness: 1-3/4"
- Frame thickness: 2" x 6-3/4"
- Standard door sizes: 36"x 84"
- (other sizes & styles available - 4 weeks)
- Door rough opening size: 40 1/2" x 86 1/4"
- Door shipping weight: 600 lbs SPECIFICATION
- Door Construction -
  Doors are constructed of steel plates, and steel tubes 1 1/2" thick.
- Door Frame Construction –
  Door frame assembly is constructed of formed steel plates. Framing dimensions are 2" wide x 6 3/4" deep. Door frames are completely fabricated at factory and shipped with doors attached. All door to be pre-tested for all locking functions, clearances, and ease of operation, to make field installation easier. All joint connections are welded to provide a rigid assembly when installed. Vertical jambs, door stops and transoms contain bullet resistant material equal to the value of the door unit. All seams of the door and frame are protected in the same manner. The door stop is built into the frame. Glenn Johnson Silencers are used at the lock jamb. Frames are pre-drilled to accept 1/4" anchors 18" O.C. Shims are provided to take up a space at each anchor. Wiring diagrams are shipped enclosed in the hardware packages.
- Hardware Assembly
  Each door is equipped as follows: Door closer per door; Deadbolt lockset; continuous hinge. All other hardware must be specified.

Contact factory at 1-800-638-6718, Fax 301-927-4531. Insulgard is a registered trademark of Insulgard Corporation1994 Copyright Insulgard Corporation.

Note this is a sample specification from the Insulgard Corporation. Other manufactured bullet resistant door(s) meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant door(s).

## EXHIBIT #07: BULLET RESISTANT DOOR

INSULGARD® CORPORATION
SV TRANSACTION WINDOW



FEATURES

- Natural voice transmission system
- Stainless steel voice rails and cash tray
- Use of GE Plastics Lexgard laminates
- Delivered assembled & ready for installation
- U.L. Listed

BALLISTIC OPTIONS

- U.L. 752 Level 3

WINDOW SIZE

- See Design Intent Plans prepared by ATF

VOICE RAIL FINISH

- Stainless Steel (Standard)

COUNTER FINISH

- Stainless Steel

HANDLING INFORMATION

- Handling: Care should be exercised during shipping and handling to maintain transaction window appearance.
- Storage: Store upright in a dry, well ventilated building or shelter at a constant temperature. Do not store in damp areas or freshly plastered buildings. Place unit on wood blocks at least 2" high to prevent moisture damage.
- Application: Remove from protective container just prior to installation. Care should be exercised when installing window to insure that installation is level, plumb, square and secure.

WINDOW CONSTRUCTION

1. Constructed of stainless steel side-around voice tubes which surround vertical edges of bullet resisting glazing. Glazing affixed to voice tubes at top and bottom with side separation for natural voice transmission.
   a. Voice tubes armored with bullet resisting material consistent with threat level.
2. Standard base construction is layered particle board with plastic laminate covering.
   a. Base armored with bullet resisting material consistent with threat level.
   b. Deal tray to be stainless steel with bullet-trap below. Bullet-trap bullet resistance to be consistent with threat level.

WINDOW GLAZING

1. Glazing materials shall be of a type listed by Underwriter's Laboratories, Standard 752 for bullet resistance and/or tested by H.P. White Laboratory for specified bullet resistance.
2. Bullet resisting protection level shall be as specified by end user and consistent with threat level.

Contact factory at 1-800-638-6718, Fax 301-927-4531 Insulgard is a registered trademark of Insulgard Corporation
Lexgard is a registered trademark of the GE
1994 Copyright Insulgard Corporation

Note this is a sample specification from the Insulgard Corporation. Other manufactured bullet resistant window(s) meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant window(s).

**EXHIBIT #08: BULLET RESISTANT TRANSACTION WINDOW**

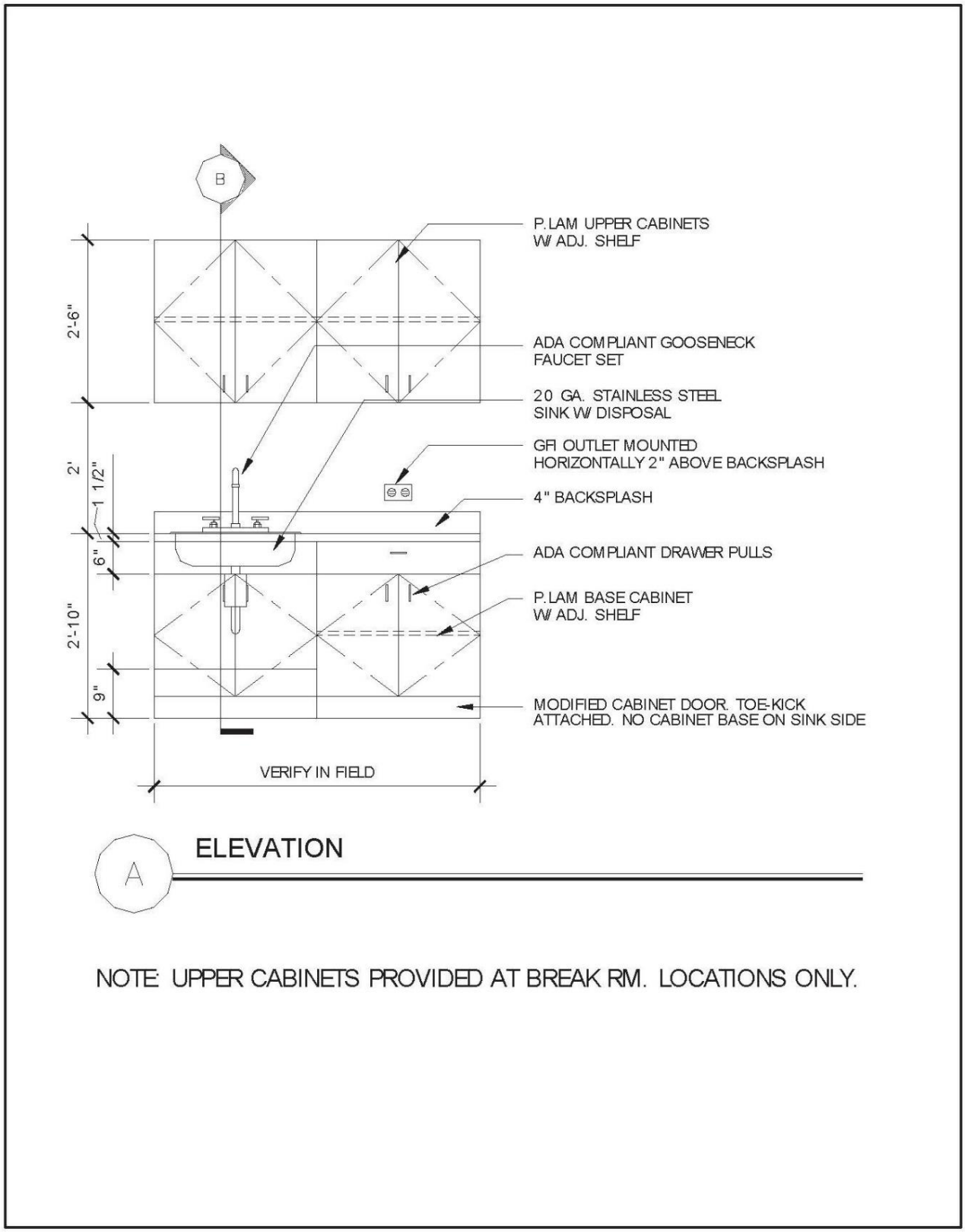



**EXHIBIT #09A: SINK CABINET ELEVATION**

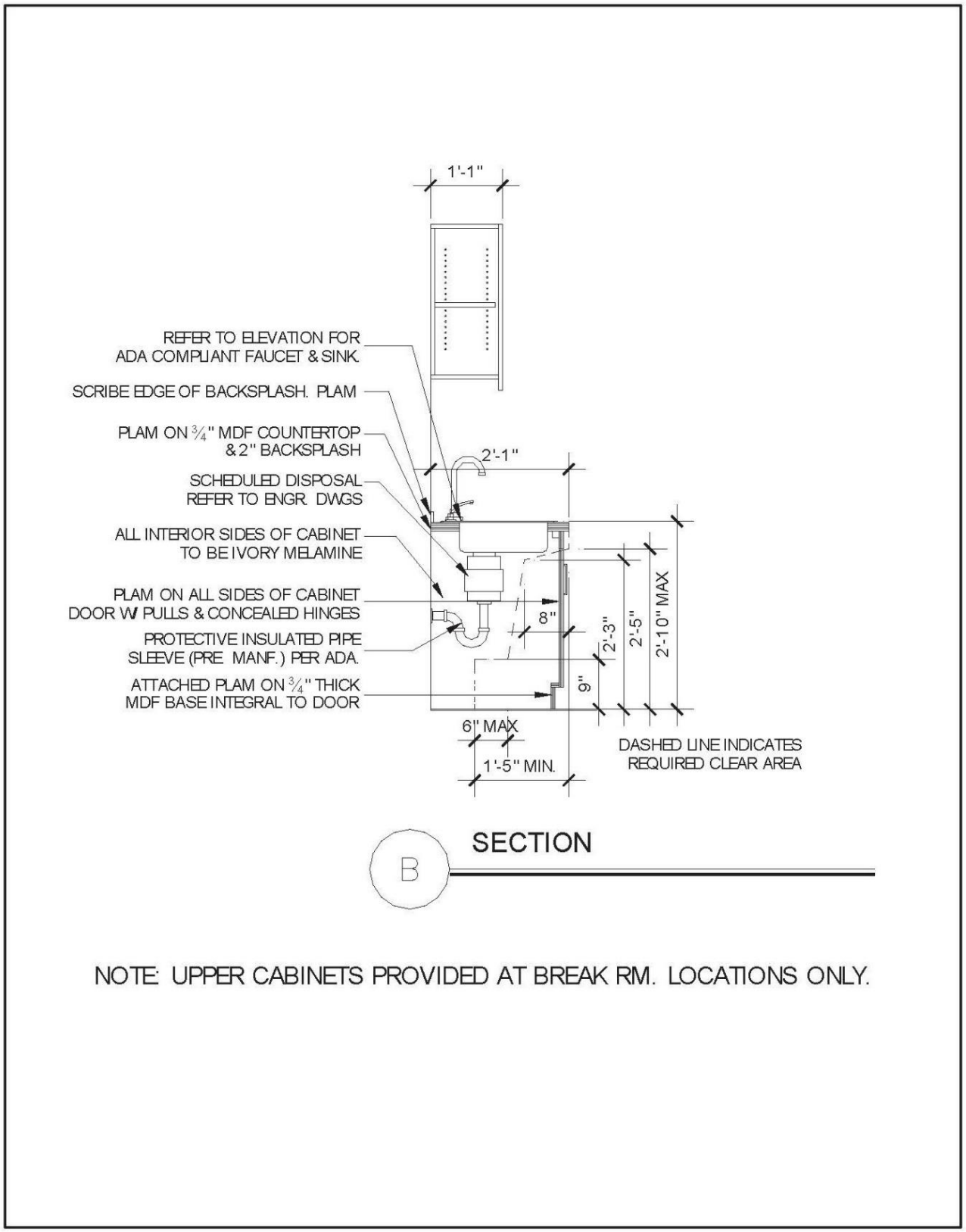



**EXHIBIT #09B: SINK CABINET SECTION**

**SPECIFICATIONS:**

**1. Handcuff Bars:**

Comply with ASTM F 446 from ASTM A 554 stainless steel tubing, 18 gauge, Type 304; formed 1- ½" radius return to wall at each end; heliarc- welded to minimum 11 gauge stainless steel flange. Size: 1-1/2" outside diameter.



**a. Finish:**

Stainless steel knurled/peened finish.

**b. Sizes and configurations:**

32" long grab bar. Confirm exact location with the field office.

**c. Concealed Mounting Flanges:**

Stainless steel, 3" diameter by ½" deep, with 13 gauge steel tenon plate for concealed attachment, using three (3) set of tamper proof screws.

# OR

**2. D-Rings:**

Provide two wall mounted D-Rings mounted on two stainless steel kickplates. The mounted D-Rings can be found at Grainger. The mounted D-rings are used for fall protection system and are manufactured by Miller. D Ring, Mounted, Steel Grainger
Item # 3ZL94.

The rings should be mounted 5" AFF and 25" AFF. The D-Rings are screwed to wood blockings behind the drywall partition. Grind all bolts down or use tamper proof screws to prevent anyone from removing the D- rings from the wall.





**EXHIBIT #10: HANDCUFF BAR and D-Ring**

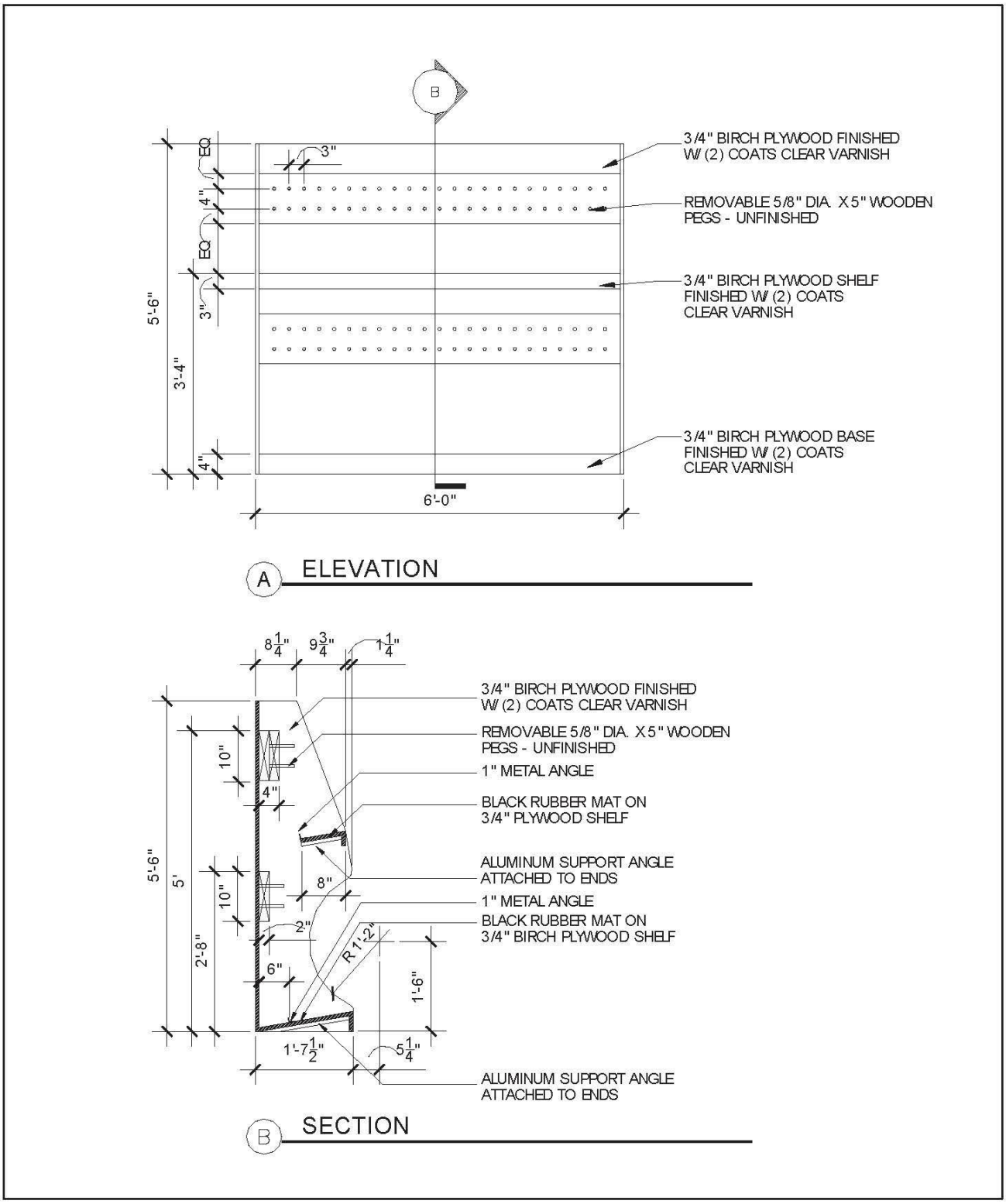



**EXHIBIT #11: LONG GUN RACK**

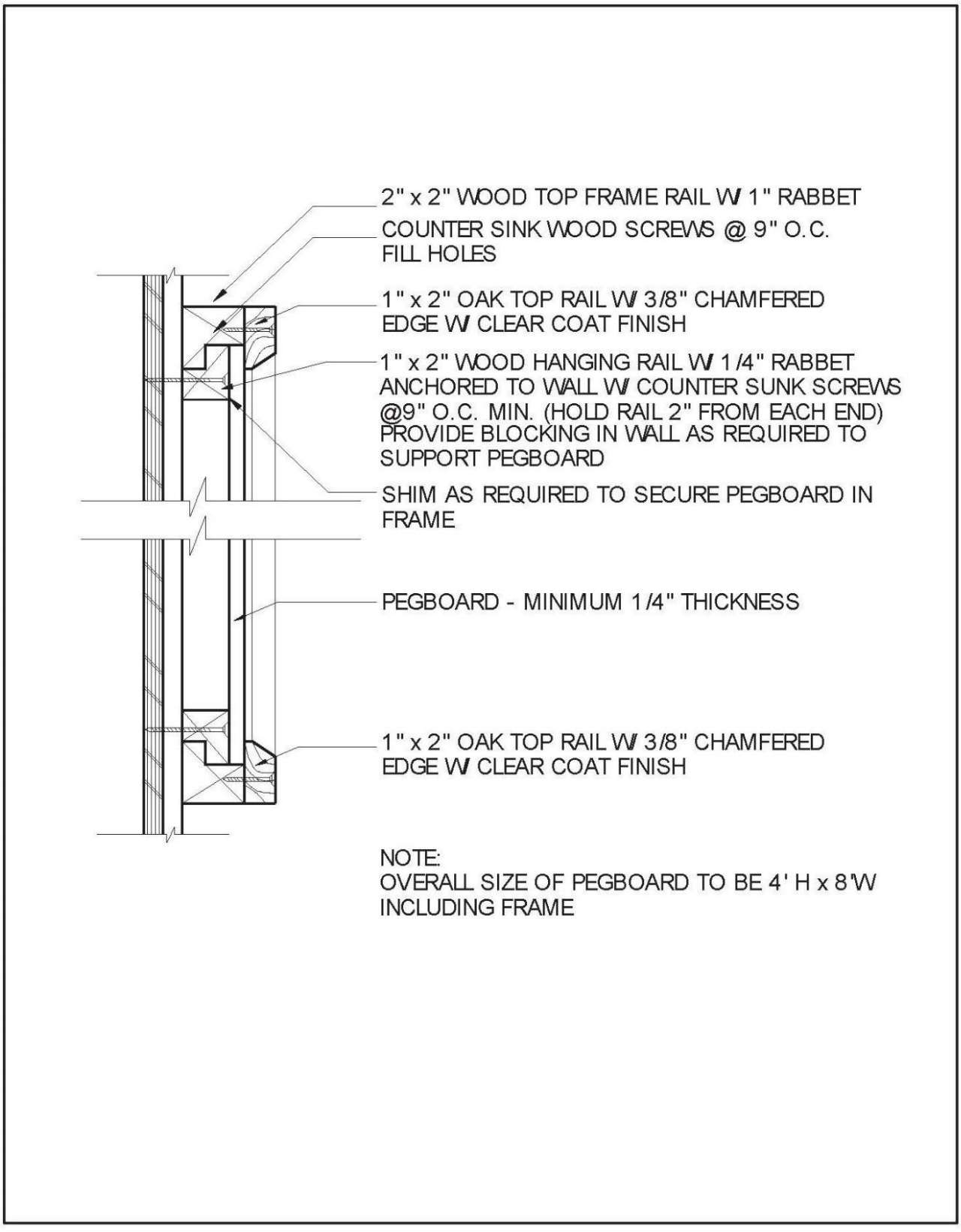



**EXHIBIT #12: PEGBOARD DETAIL**

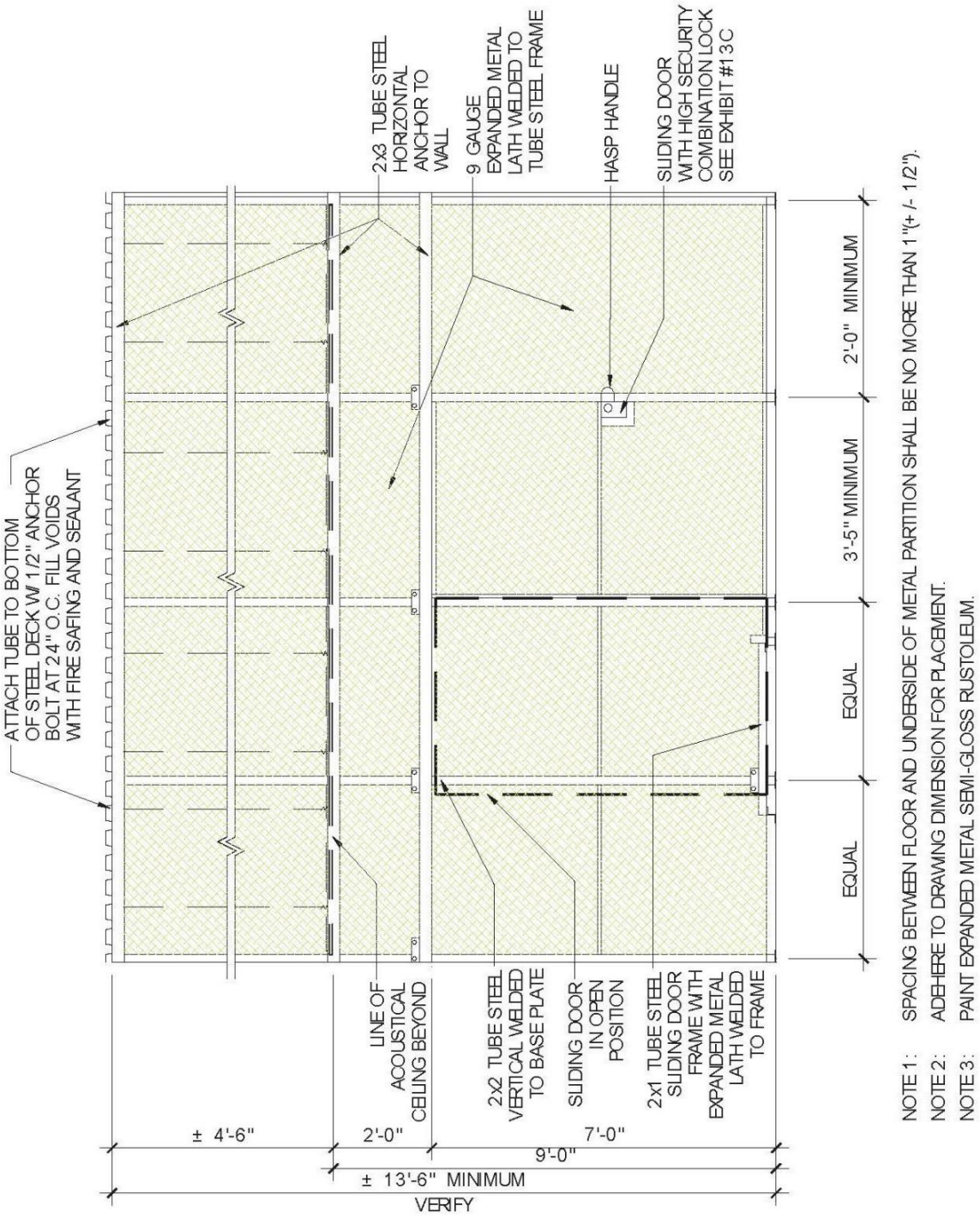



**EXHIBIT #13A: SECURED STORAGE GATE – ELEVATION**

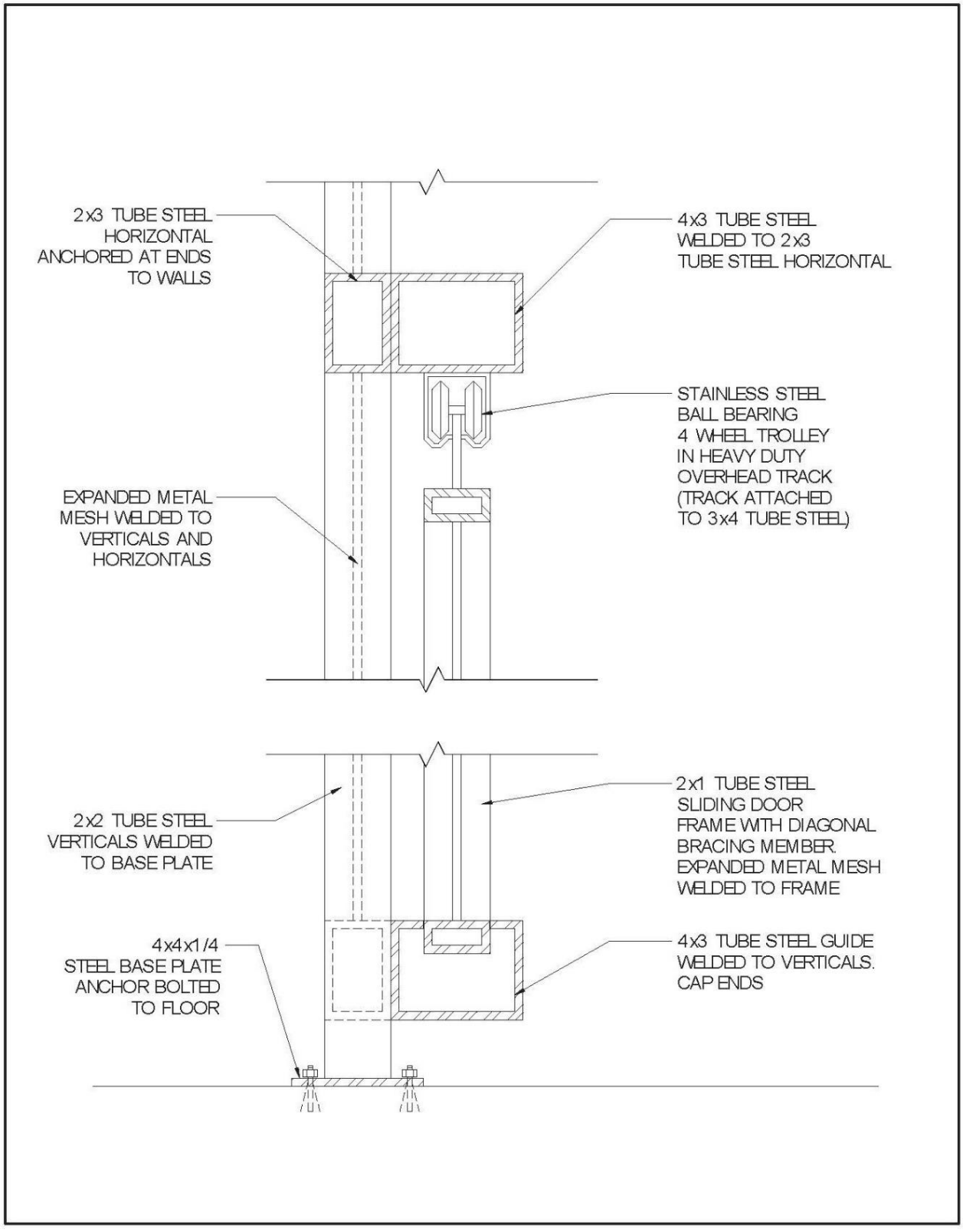



**EXHIBIT #13B: SECURED STORAGE GATE – SECTION**

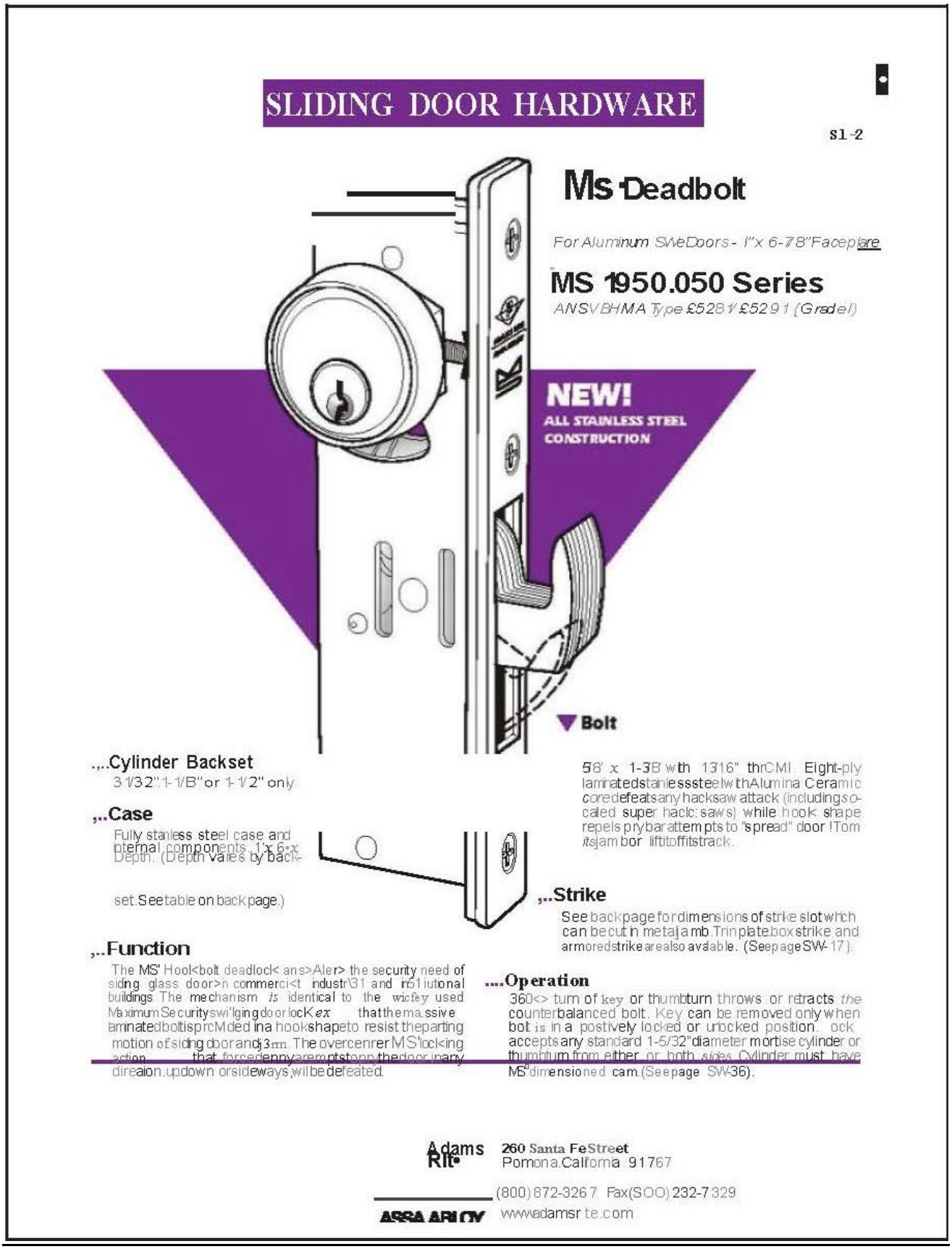
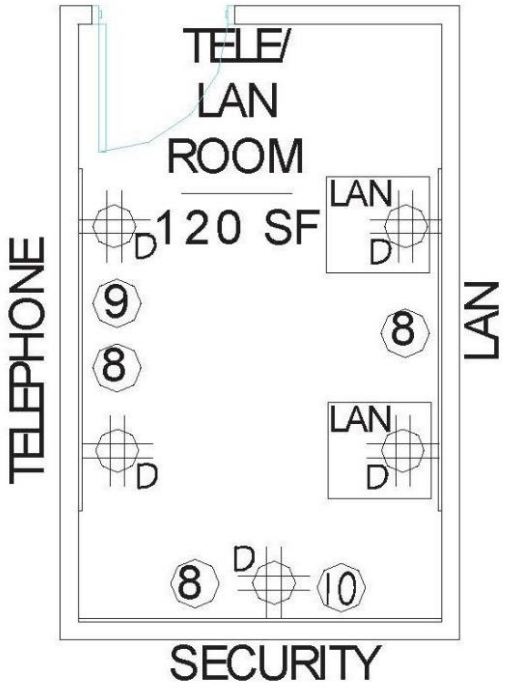



**EXHIBIT #13C: SECURED STORAGE GATE – SLIDING DOOR HARDWARE**



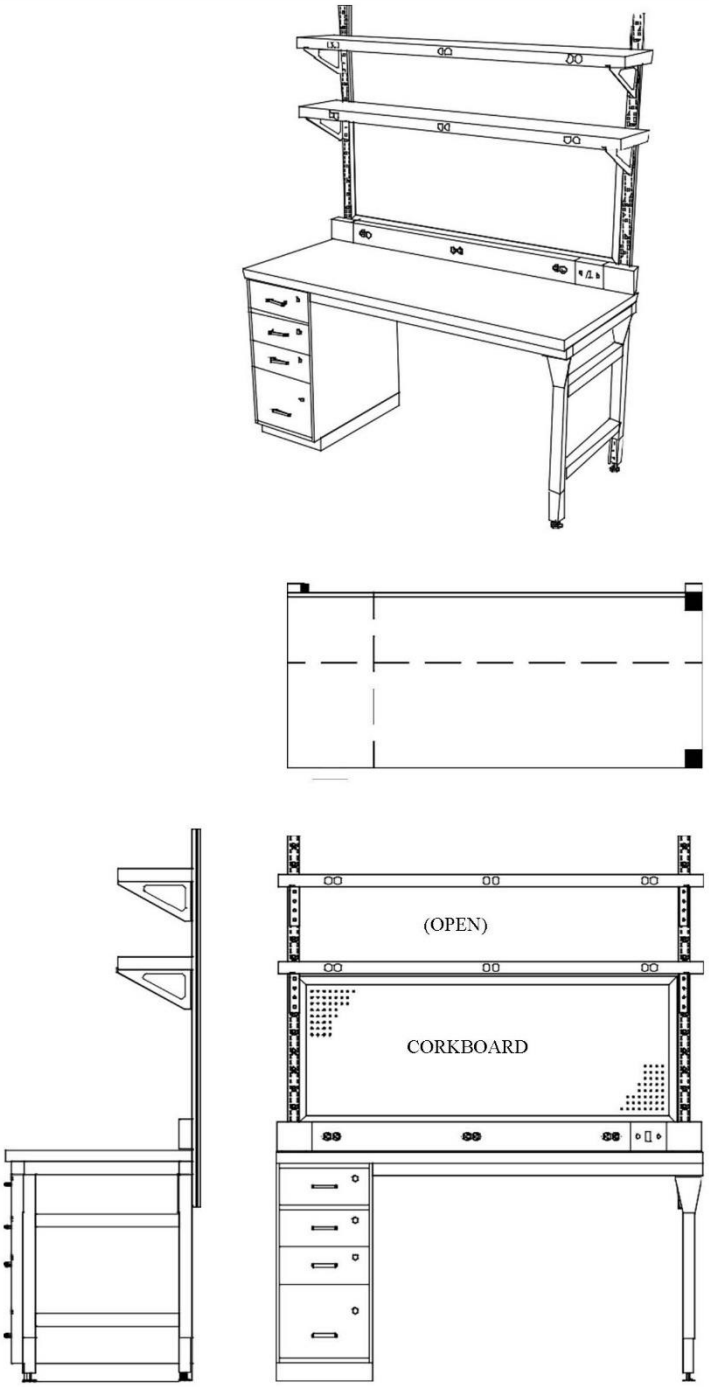

NOTE: REFER TO CORRESPONDING NOTES ON DRAWING FOR FURTHER INFORMATION.

**EXHIBIT #14: TYPICAL TELEPHONE / LAN ROOM**

**Series 7000 Technician Stations**
30"D x 72"L x 36-3/4"H
Overall Height: 86-3/4"
Maple Top
#0001 Tan Powder-Coat Paint Finish

Consists of the Following Components:

- 8111-STOCK TOP
  MAPLE 30Dx72L
- 7009-01-0015
  CABINET-TO-LEG FRAMES
  30Dx72L
- N7057-0015
  HI-TECH CABINETS 4-DRAWERS
  35Hx29D
- 3400
  BACKUP CHANNEL
- 1221-0015
  DOUBLE CROSSBAR LEG
  30Dx30/37 WORKHEIGHT
- 1015-0015
  END CAPS FOR BASIC
  TUBEFRAME
- P2401
  DRAWER LOCK – STD. HUDSON
  LOCKS – KEYED ALIKE
- 3006-0015
  DOUBLE STANDARD UPRIGHTS
  60L
  (Allow 9" of length for mounting)
- 3022-0015
  BASIC SHELF OT/UT 12Dx72L
- 3010-01-0015
  SHELF BRACKETS 12D
- 3356-CB-01
  CORKBOARD 24x72
- 3161-0015
  WIRETHROUGH 72L, 3DUP, CB, PL
  (Customer to supply own power from
  bench to main source)
- 3167-0015
  WIRETHROUGH BRACKETS FOR
  MOUNTING
- 3061-01
  POWER CORD

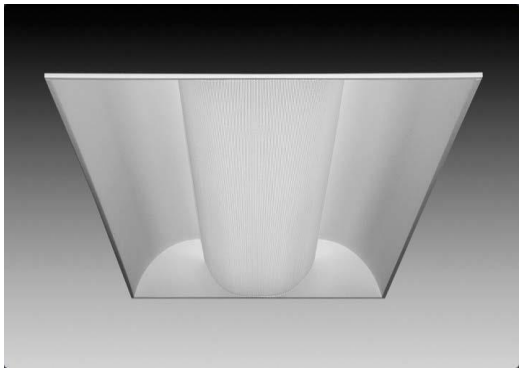



workplace® SYSTEMS, INC. MODULAR WORK SYSTEMS
562 MAMMOTH ROAD, LONDONDERRY, N.H. 03053 (603) 622–3727

**FOR PRICING CONTACT: WORKPLACE SYSTEMS INC. KATHY WEBSTER 1-800-258-9700**

**EXHIBIT #15: WORKBENCH – TOO & ETB**

**Focal Point**
Luminaire Series Model – Luna (FLU) Lighting



**DESIGN:** Classic recessed indirect, perforated center basket design. Also available in narrow and split basket designs.

**PERFORMANCE:** Provides high angle uniform distribution. High reflectance, low gloss Matte White finish controls glare. Reflector and end caps form seamless one-piece housing, painted after fabrication. Perforated shield hinges out for easy re-lamping.

**APPLICATION:** Luna is truly at home in any environment and is ideal for open offices and classrooms. Luminaires may be continuously row mounted.

**SPECIFICATIONS** (denotes ordering codes)

- Model: Luna (FLU)
- Sizes:
  - 2'x2' (22)
  - 2'x4' (24)
- Bi-Directional Distribution (B)
- Three Lamp (3)
- Lamp Type: T8 (T8)
- Electronic Instant Start Ballast (E)
- 120 Volt (120)
- Mounting in grid (G) or slot tee (ST) will vary depending upon building standards
- Perforated Shield (PS)
- Matte Satin White Finish (WH)

**Focal Point**
4141 S. Pulaski Road
Chicago, IL 60632
773.247.9494
www.focalpointlights.com

***Note: This is a sample specification from Focal Point. Other manufacturer lighting meeting the minimum specifications noted above may be accepted by TENANT. However, contractors must submit documentation to TENANT for approval prior to purchasing and installation.**

**EXHIBIT #16: LIGHTING SPECIFICATION**



SPEAKMAN

## EYE/FACE WASH
## Wall-Mount and Pedestal-Mount Eye/Face Washes

Innovative square bowl and wide spray pattern make it easy to rinse the entire face.

***Specifications:*** Six outlets supply converging streams to form a 9" x 8" curtain of aerated water. Gentle-acting bubbles created by the aeration won't drive particles or chemicals deeper into the eye. Features your choice of ABS Plastic or stainless steel bowl, brass heads with high-visibility yellow polypropylene shields and supply line strainers with removable stainless steel filter.

***With the following Options:***

1. ***Drench Hose Option*** features an aerated spray nozzle and 5' of hose to direct water where you need it--can be added to any of the models.

2. ***Foot Pedal Option*** activates eye wash by foot so hands are free to hold eyes openfor thorough irrigation.

Valve Assembly: 1/2" NPTF chrome-plated brass, stay-open ball valve.
- ***Water Supply:*** 1/2" NPTF.
- ***Flow Rate:*** 12 gpm at 20 psi.

***Compliance:*** ANSI Z358.1-1998. SGS USA Testing Co. certified

NOTE: This is sample specification. Other manufactured Wall-Mount and Pedestal Mount Eye/Face Washes meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the Eye/Face Wash.

**EXHIBIT #17: EYE / FACE WASH**

## *Protector Premier Laboratory Hoods*

*with built-in blower*

***Model # 4880200***



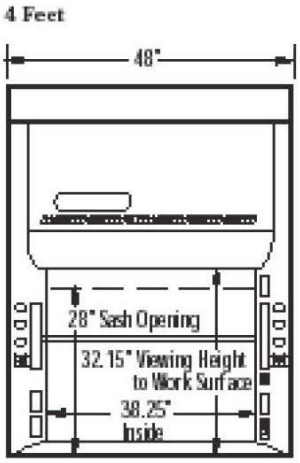
**Model Requirements:**

- **Ductwork.** Contact Labconco for recommendations.
- **Work Surface.** Spill Stopper Worksurface – Catalog # 9874100
- **Base Cabinet or Stand.** Protector Solvent Storage Cabinets Catalog # 9902000

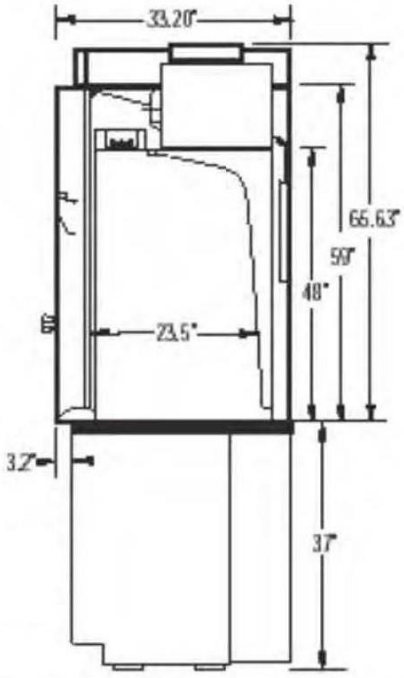
**Color:** White with Charcoal Trim

**Model Features:**

- Built-in belt driven, corrosion-resistant exhaust blower with molded Thermoplastic housing and non-sparking, coated aluminum impeller
- By-pass airflow design
- Ergonomic air foil with aerodynamic Clean-Sweep airflow openings
- Glacier white, dry powder epoxy-coated steel exterior
- One-piece molded fiberglass liner and pre-set baffle(s) with flame Spread less than 25 per ASTM E-84
- 3/16" thick tempered safety glass vertical-rising sash with epoxy-coated aluminum frame
- Removable front and side panels and front access to plumbing and Electrical wiring
- 10.81" ID exhaust connection




**FRONT VIEW**




**SIDE VIEW**

Protecting your laboratory environment LABCONCO

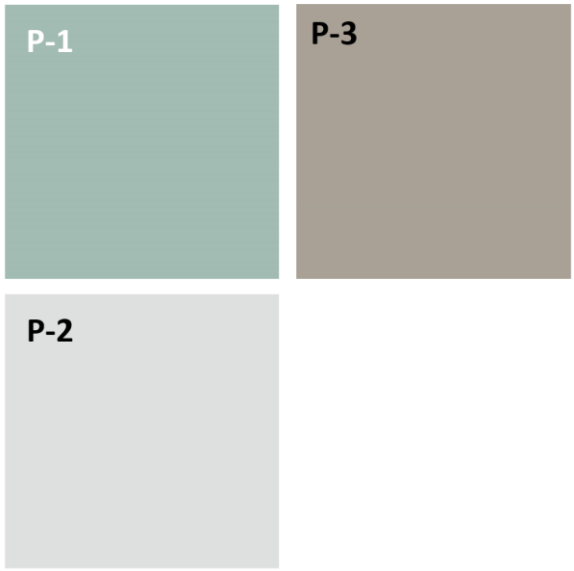
Labconco Corporation 8811 Prospect Ave. Kansas City, MO 64132
800-821-5526; 816-333-8811 Fax 816-363-0130
Email: labconco@labconco.com
www.labconco.com

**EXHIBIT #18: FUME HOOD**

**EXHIBIT #19: PARKING**

Secured onsite parking spaces are required for government vehicles. Access to the parking area is required at all times (24-hours per day). It is desirable that only ATF personnel have access to the parking area. Parking must be provided on-site. Access to the parking lots must be controlled when possible. Additional parking requirements to be determined by the agency during the design phase of the project.

## Finish Option 1 – Paint

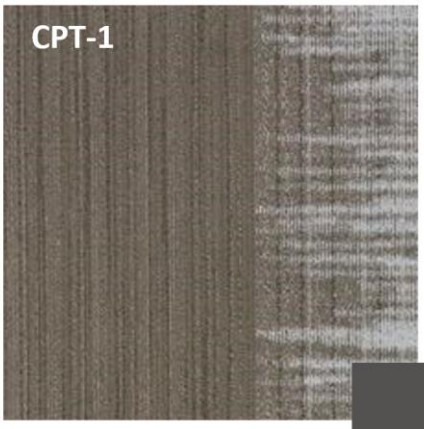



**P-1**
Manuf: Sherwin Williams
Color: SW6213 - Halcyon Green
Finish: Eggshell
Note: Accent paint

**P-2**
Manuf: Sherwin Williams
Color: SW0055 - SW7656 - Rhinestone
Finish: Eggshell
Note: Walls

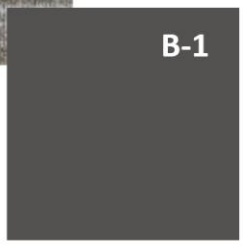
**P-3**
Manuf: Sherwin Williams
Color: SW7640 - Fawn brindle
Finish: Trim – Semi-Gloss; Clg-Eggshell
Note: Ceiling & Trim

## Finish Option 1 – Carpet




**CPT-1**
Manuf: Shaw Carpet Tile
Style: 59115 - Horizontal Edge Tile
Color: 67761 – Sterling Seam
Size: 18” x 36”






**B-1**
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

**EXHIBIT #20A: FINISH OPTION 1**

## Finish Option 1 – Luxury Vinyl Tile




**LVT-1**
Manuf: Mohawk
Style: Morikato C0016
Color: Katana - 933
Location: Entry Area, Break Room
Size: 6”x48”



**B-1**
Manuf: Roppe
Style: Cove Base
Color: 178 - Pewter

## Finish Option 1 – Vinyl Composition Tile



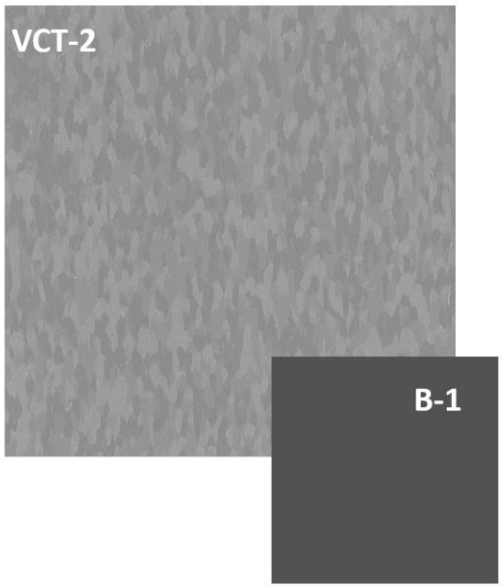

**VCT-1**
Manuf: Armstrong
Style: Excelon VCT Tile
Color: Z5929 - Blizzard
Size: 12” x 12”



**B-1**
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

**EXHIBIT #20A: FINISH OPTION 1 (CONT.)**

## Finish Option 1 – Vinyl Composition Tile




**VCT-2**
Manuf: Armstrong
Style: Excelon ESD
Static Control
VCT Tile
Color: 51957 - Ridge
Size: 12”x12”

**B-1**
Manuf: Johnsonite
Style: Cove Base
Color: 20 - Charcoal
Size: 4”

## Finish Option 1 – Countertop & Cabinet




**SOLID S-1**
Manuf: Wilson Art
Style: Solid Surface Countertop
Color: 9200CS - Mystique

**PLAM-1**
Manuf: Wilson Art
Style: Plastic Laminate for Cabinets
Color: 7952 – Asian Sand
Notes: Cabinets

**SS-1**
Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

**EXHIBIT #20A: FINISH OPTION 1 (CONT.)**

## Finish Option 2 – Paint

P-1

P-3

P-2

**P-1**
Manuf: Sherwin Williams
Color: SW6516 - Down Pour
Finish: Eggshell
Note: Accent paint

**P-2**
Manuf: Sherwin Williams
Color: SW0055 Light French Grey
Finish: Eggshell
Note: Walls

**P-3**
Manuf: Sherwin Williams
Color: SW7009 "Pearly White"
Finish: Trim – Semi-Gloss; Clg-Eggshell
Note: Ceiling & Trim

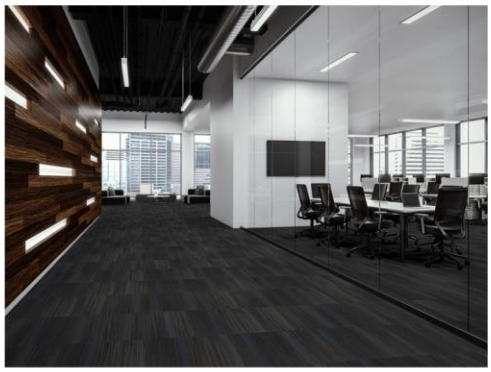
---

## Finish Option 2 – Carpet

CPT-1

B-1

**CPT-1**
Manuf: Invision Carpet Tile
Style: 7025 Fiction Modular
Color: 1775 Irony
Size: 24" x 24"



**B-1**
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4"

---

**EXHIBIT #20B: FINISH OPTION 2**

## Finish Option 2 – Luxury Vinyl Tile

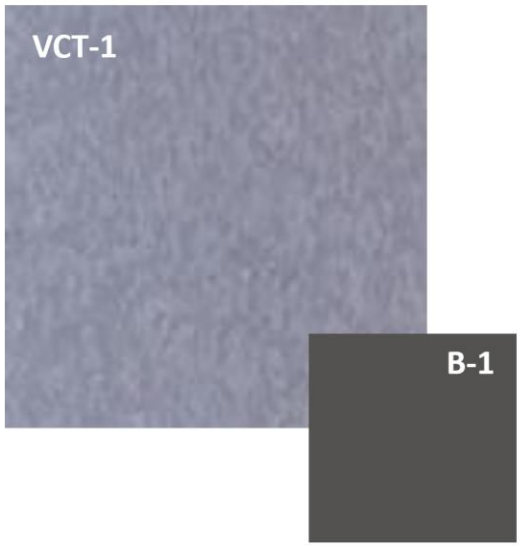



**LVT-1**
Manuf: Shaw Contract
Style: Solitude 0648V
Color: Smoke 48506
Location: Entry Area, Break Room
Size: 6”x48”



**B-1**
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal

## Finish Option 2 – Vinyl Composition Tile

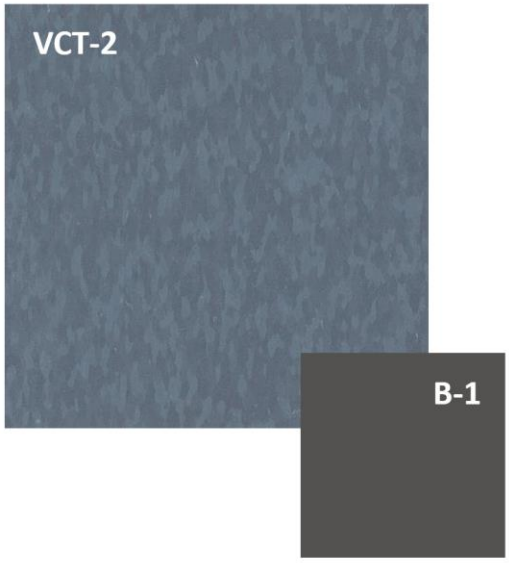



**VCT-1**
Manuf: Armstrong
Style: Excelon VCT Tile
Color: 51881 Blueberry
Size: 12” x 12”

**B-1**
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

**EXHIBIT #20B: FINISH OPTION 2 (CONT.)**

## Finish Option 2 – Vinyl Composition Tile




**VCT-2**
Manuf: Armstrong
Style: Excelon ESD Static Control VCT Tile
Color: 51958 - Ocean Air
Size: 12”x12”

**B-1**
Manuf: Johnsonite
Style: Cove Base
Color: 20 - Charcoal
Size: 4”

## Finish Option 2 – Countertop & Cabinet




**SOLID S-1**
Manuf: Wilson Art
Style: Solid Surface Countertop
Color: 9074EA

**PLAM-1**
Manuf: Wilson Art
Style: Plastic Laminate for Cabinets
Color: 7850 – Beigewood
Notes: Cabinets

**SS-1**
Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

**EXHIBIT #20B: FINISH OPTION 2 (CONT.)**

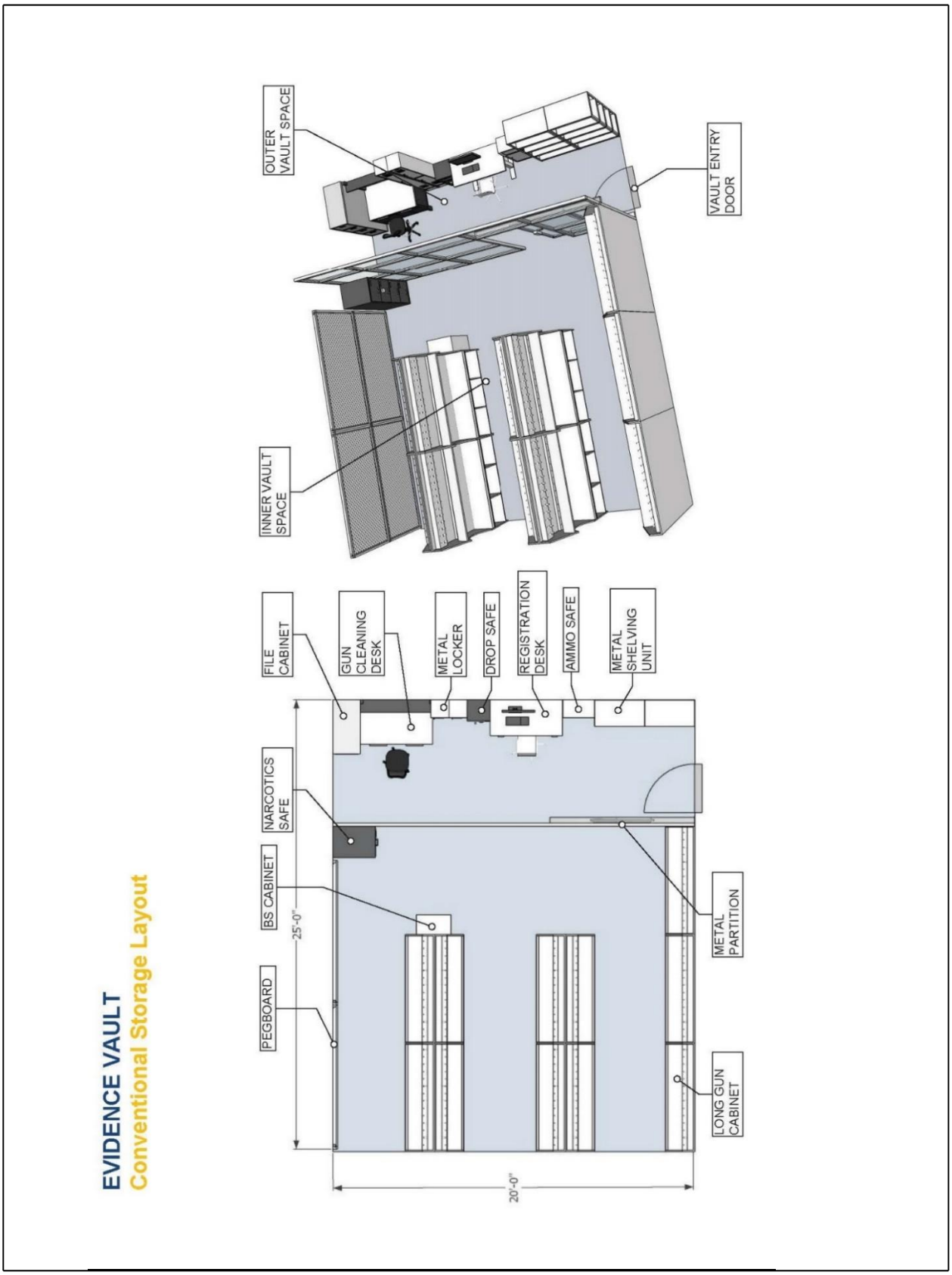



**EXHIBIT #21A: EVIDENCE VAULT – CONVENTIONAL LAYOUT**

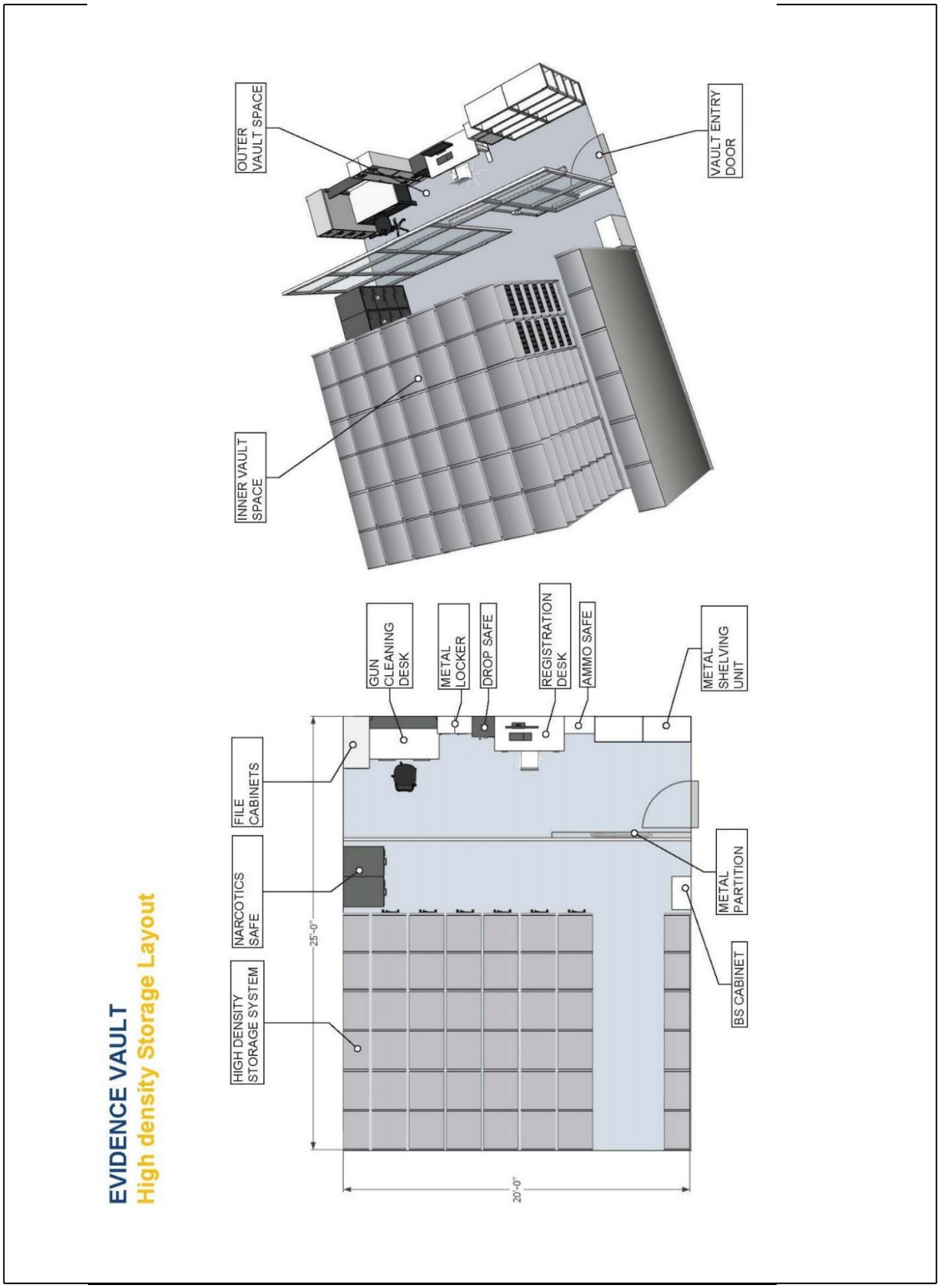



**EXHIBIT #21B: EVIDENCE VAULT – HIGH DENSITY LAYOUT**

**LOCK PLAN INFORMATION**

**DOOR HARDWARE**

- SCHLAGEL-SERIES MORTISE (J-CINFIGURATION) TO FIT SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORES OR SCHLAGE ND-SERIES CYLINDRICAL LOCK.
- L-SERIES ALSO PROVIDES LIFE SAFETY WITH THE "ONE MOTION" FOR EGRESS WHEN USED WITH THE DEADBOLT FUNCTION. **INSTALL L-SERIES ON THE FOLLOWING DOORS, INNER & OUTER SECURE FOYER, ANY DOOR FROM PUBLIC SPACE IN TO ATF SPACE AND ANY EGRESS DOOR REQUIRED BY FIRE CODE. THE INTERIOR DOORS CAN USE THE ND-SERIES WITH THE ADDITIONAL DEADBOLT.**
- FINISH TYPE 626, HANDLE TYPE ATHENS
- ANY DOOR THAT ENTERS THE SPACE FROM PUBLIC AREA WE WOULD LIKE FOR THE LOCK TO BE A "VANDLEGARD" WHICH MEANS THE OUTSIDE HANDLE FREELY ROTATES WHEN LOCKED, SO NO ONE CAN STAND ON THE HANDLE AND BREAK THE LOCK TO GAIN ACCESS. BOTH THE L SERIES AND ND COME WITH THE VANDLEGARD FUNCTION.

**OUTER FRONT DOORS**

- IF THE OUTER DOORS ARE A STOREFRONT TYPE THEN THE CYLINDER HAS TO BE ABLE TO FIT THE SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORE.

**INNER EVIDENCE VAULT CAGE DOOR**

- THE INNER CAGE DOOR CYLINDER HAS TO BE ABLE TO FIT THE SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORE. SEE EXHIBIT #13B IN THE ATF TENANT OFFICE SPACE REQUIREMENTS. The Cylinder you want is a 20-062 FSIC with Adams rite cam.

**DEADBOLTS**

- WHEN USED IN CONJUCTION WITH THE L-SERIES MORTISE MAKE SURE TO GET THE PROPER STRIKE PLATE AND ELECTRICE STRIKE. ELECTRIC STRIKE (VON DUPRIN 6400) WITH THE DEADBOLT KEEPER.
- DEADBOLTS USED WITH ND-SERIES (SCHLAGE B-SERIES GRADE 1)

**ATF PHYSICAL SECURITY WILL PROVIDE THE ALLEGION FACESHEET AND KEYING INFORMATION FOR THE ATF MASTERKEY SYSTEM THAT WILL ALLOW THE GENERAL CONTRACTOR TO ORDER THE CORES AND KEYS THROUGH THEIR VENDOR. THE CORES AND KEYS ARE SHIPPED TO ATF IN MARTINSBURG WV, WHERE THEY WILL REVIEWED AND LABELED. ATF PHYSICAL SECURITY SPECIALIST WILL TRAVEL TO THE SITE AND INSTALL THE CORES AND ISSUES KEYS TO THE OFFICE.**

**EXHIBIT #22A: DOOR SECURITY HARDWARE – LOCK PLAN INFO**

Mortise lock comparison

## L mechanical



**Applications**

The Schlage L Series has long been the benchmark for mortise locks. Beyond strength and security – it offers tremendous flexibility to allow it to meet the needs of most every application.

The ability to suite across electronic, tubular, exit trim, and multi-point locks allows the Schlage L Series mortise lock to integrate seamlessly into any environment.

**Key features**

- Exceeds ANSI/BHMA Grade 1 operational and security standards
- Expansive list of configurations and options, including retrofit indicators
- 50 standard mechanical functions, custom functions also offered
- "The Original" universal lock case allows creation of 10 functions from a single lock body
- 14 finishes and 33 levers, two knobs, five roses and three escutcheon designs
- Supports standard, SFIC and FSIC cylinder formats
- Multiple key systems available – open, patented, restricted, geographic exclusive, UL 437

## L wired electrified



**Applications**

The wired electrified L Series is ideal for new construction and high traffic areas where hardwired power ensures continuous operation and where electrified door prep, hinges and wiring can easily be incorporated into the building.

The electrified L Series is regularly used as part of an access control system for high security areas, or independently in areas that require a remote access switch.

**Key features**

All mechanical features plus:

- Auto-detect 12/24 VDC
- Selectable EL/EU
- 10 electrified functions
- Advanced features: RX, DPS, latchbolt monitor and deadbolt monitor for application flexibility
- Leading energy efficiency that eliminates "hot levers"
- Advanced motor-driven electrified functions – quieter, smoother, more secure operation

## LE wireless electronic



**Applications**

The Schlage LE wireless mortise lock with ENGAGE™ technology is designed to affordably extend electronic access control deeper into the building beyond traditional perimeter and high security openings.

The LE is ideal for commercial real estate, K-12, higher education, assisted living, medical offices, or multi-family applications. Facilities can benefit from the enhanced security, efficiency, and convenience of upgrading to electronic credentials.

**Key features**

All mechanical features[1] plus:

- Six functions with LED indicator, deadbolt, and interior pushbutton options
- Sectional and escutcheon trim options
- 31 levers, 2 knobs and 9 finishes
- Integrated multi-technology card reader, door position sensor (DPS) and request to exit (RX)
- Built-in Bluetooth® enables wireless configuration from smart phones/tablets
- Built-in Wi-Fi® enables automatic daily updates sent directly from host software
- Capable of networked real-time communication with the ENGAGE Gateway and software alliances
- Up to 2 years of battery life



**EXHIBIT #22B: DOOR HARDWARE – LOCK PLAN CUT SHEETS**

Mortise lock comparison

## L400 mechanical



**Applications**

L400 Series locks are designed for use as primary locks where no latching is required, such as restrooms and small doors to utility spaces.

It also offers optimum security when used as an auxiliary lock in other applications.

**Key features**

- Six available functions
- 12 finishes
- 1" (25 mm) stainless steel throw deadbolt
- Deeper retainer groove in cylinder shell increases security against wrenching and pullout; all cylinders backward compatible
- 6-pin Everest® 29 cylinder with patented keys standard
- Steel case and parts are corrosion resistant

## LM9200 multi-point



**Applications**

The Schlage LM9200 series lock utilizes latches in the top and bottom of the door, rather than the side on single or double sets of doors.

Compatible with wood or hollow metal doors, the LM9200 Series is ideal for conference rooms, corridors, office suites, elevator lobbies, and openings where flush bolts and coordinators are not desired.

**Key features**

- Concealed vertical cables provide simple installation and reliable performance
- Compatible with sectional and escutcheon trim; does not require "backer plates" or metal wraps for fire protection
- Fire-rated for up to 60 minutes for wood door applications; 90 minute fire rating for hollow metal door applications
- 33 lever designs
- 13 functions (mechanical and electrified)
- Available without the bottom latch for single point latching

## LM9300 multi-point



**Applications**

The LM9300 Series is part of a three-point locking system designed for tornado, hurricane or high security applications, providing superior protection with familiar operation.

Latches at the top, side and bottom of the door provide protection from high wind speeds and 15-lb. projectile impacts up to 100 mph when paired with a Steelcraft Paladin tornado-resistant door.

**Key features**

- All three latches engage when the door is shut and retract simply by rotating the lever
- Compatible with sectional and escutcheon trim
- 33 lever designs
- Six available functions
- Complies with FEMA 361 and ICC500 tornado shelter guidelines and Florida Building Code Enhanced Protection Area (EHPA) standard when paired with appropriate Steelcraft doors
- Vertical rods ship pre-aligned and pre-installed with Steelcraft doors, enabling quick and simple installation

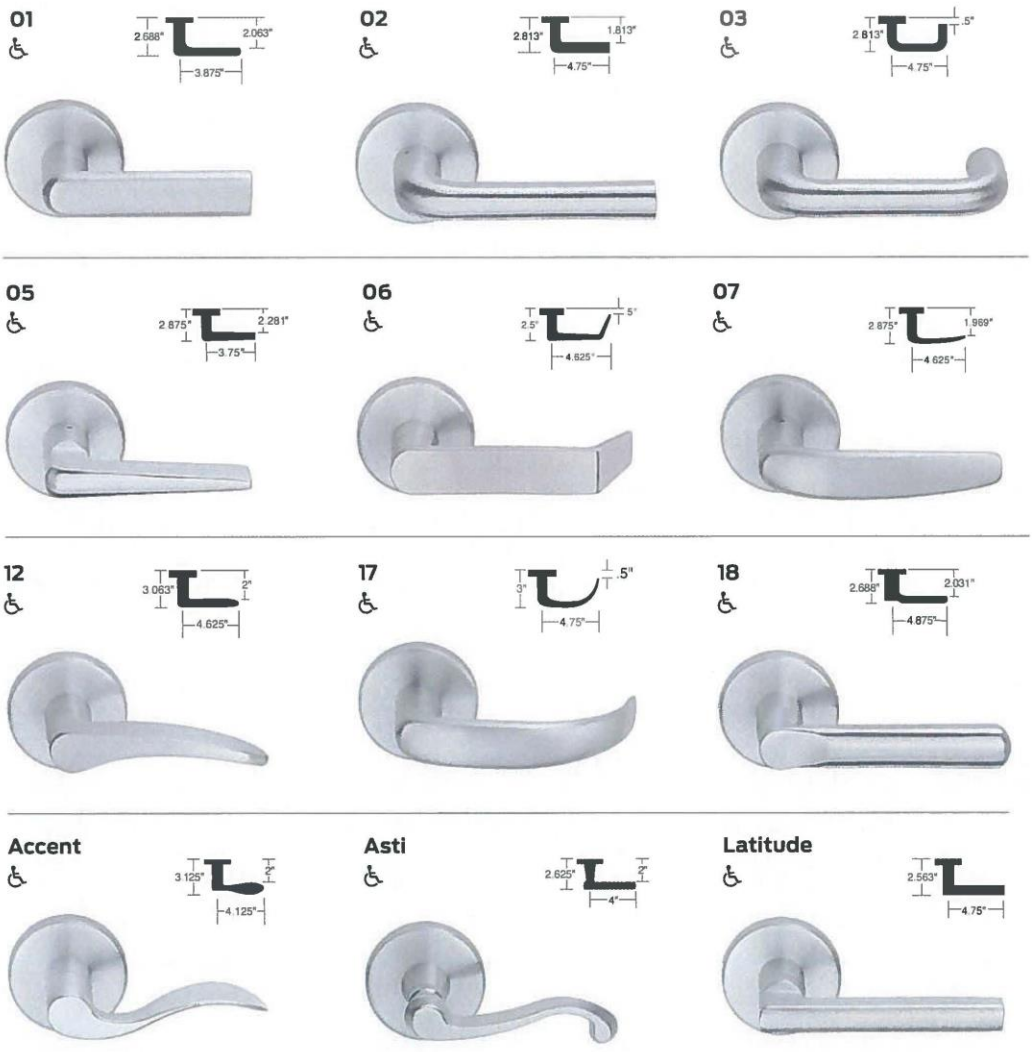


**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

Designs and finishes

## The Standard Collection

The Standard Collection levers can be paired with exit devices and locks from our trusted Schlage and Von Duprin brands. And, they are built to the same exacting standards. Our Standard Collection levers offer a more traditional style that is appropriate for use in a number of commercial applications.




Note: Levers shown with Schlage L Series mortise "A" rose. Knobs shown with rose that is unavailable in the L Series. Additional rose and escutcheon designs available.

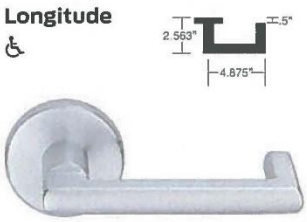


**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

Designs and finishes

## The Standard Collection

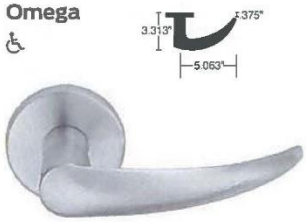
**Longitude**




**Merano**



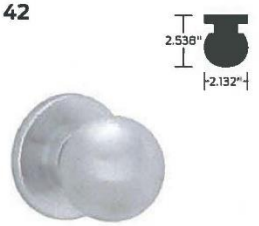

**Omega**




**41**




**42**




### L Series finish options



| Color | Bright brass | Satin brass | Antique bronze | Satin bronze | Oil rubbed bronze | Satin nickel | Matte black | Bright chrome | Satin chrome | Bright stainless steel | Satin stainless steel | Aged bronze |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ANSI/BHMA | 605 | 606 | 609 | 612 | 613 | 619 | 622 | 625 | 626/ 626AM | 629 | 630/ 630AM | 643e |
| US | US3 | US4 | US5 | US10 | US10B | US15 | US19 | US26 | US26D | US32 | US32D | US11 |
| Mechanical | ■ | ■ | ■ | ◆* | ◆* | ■ | ■ | ■ | ■ | ■** | ■** | ■ |
| Wired electrified | ■ | ■ | ■ | ◆* | ◆* | ■ | ■ | ■ | ■ | ■** | ■** | ■ |
| Wireless electronic | ■ | ■ | | ◆* | | ■ | ■ | ■ | ■ | | | ■ |
| Multi-point | ■ | ■ | ■ | ◆* | ◆* | ■ | ■ | ■ | ■ | ■** | ■** | ■ |

◆ Standard levers only
* Not available on Latitude, Longitude, Accent, Asti, Merano
**Not available on Accent, Asti, Merano



**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

Trim and special accessories

# Thumbturns and indicators

Choose from these variations of thumbturn locks that help you meet the demands of specialized projects.

## Thumbturns



**Standard turn**
**09-509**



**ADA turn**
**09-509 x L583-363**
Available with all thumbturn-function L Series locks except L9463 and L463



**Coin turn**
**L283-124**
For lock functions L9044 and L9444 with rose trim.



**Emergency button**
**K510-330**
For lock functions L9040 and L9440



**Ligature resistant turn**
**09-029**



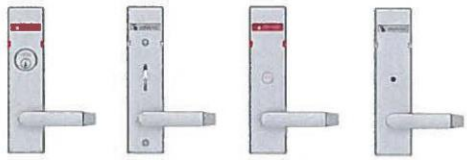
**Cylinder turn**
**09-90x**
For L463 and L9463 classroom function deadlocks

## Indicators

The 180 degree visibility indicator offers unparalleled visibility and flexibility. The unique features of the indicator make it ideally suited for classroom security applications as well as traditional occupied/vacant applications.

- 2" x ½" display for easy viewing at a distance
- 180° window for visibility at any angle
- High-mount placement for quick assessment
- High contrast colors for ease of reading
- Available for over 30 functions, inside or outside of door (see Functions section for availability)
- Retrofit kit allows indicator upgrades to already installed L Series mortise locks
- Indicator text available in English or French

**N escutcheon indicators**



Cylinder Thumbturn Cointurn Emergency key

**Sectional indicators**



Cylinder Thumbturn Cointurn Emergency key

| | LOCKED / UNLOCKED | OCCUPIED / VACANT | DO NOT DISTURB | |
|---|---|---|---|---|
| Inside trim | L283-711 | L283-712 | L283-713 | L283-714 |
| Outside trim | L283-721 | L283-722 | L283-723 | L283-724 |

## Legacy indicator




**Hotel occupancy indicator**
**09-611**
For lock function L9486P, used with A or B roses on section trim. Three available messages: "OCCUPIED", "DO NOT DISTURB" or "LOCKED".



**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

Cylindrical lock comparison

## ND mechanical



**Applications**

The Schlage ND is extremely versatile and is regularly used in healthcare, education, government, office, retail and other commercial applications.

With 31 mechanical functions, the ND's range spans from the simple (non-locking passage) to complex (double-cylinder security) to specialized (school time-out lock).

Because the ND uses an ANSI 161 door prep, commonly used across cylindrical locks, it is ideal for both new construction and retrofit applications.

**Key features**

- Significantly exceeds ANSI/BHMA A156.2 requirements for Grade 1 cylindrical locks
- 31 mechanical functions (see adjacent columns for wired electrified and electronic options)
- Nine lever designs, two rose designs
- 10 available finishes
- Supports standard, SFIC and FSIC cylinder formats
- Multiple key systems available – open, patented, restricted, geographic exclusive, UL437
- Support for 10 non-Schlage cores (see cylinder section)

## ND wired electrified



**Applications**

Wired electrified locks complement the mechanical offering and are typically incorporated into a wired access control system or used independently with a remote access switch (e.g. switch behind a receptionist desk).

The electrified ND is ideally used in:

- high traffic areas, where line power ensures continuous operation
- new construction, where electrified door prep, hinges and wiring can easily be incorporated into the building

**Key features**

All mechanical features plus:

- auto-detecting 12-24VDC input
- selectable EL/EU operation
- low 0.23 amp max current draw that allows multiple locks on a single power supply
- low 0.010 amp holding current that eliminates "hot levers" in electrically locked applications
- modular Request to Exit (RX) that can be added at any time
- inventory friendly–one lock supports 12-24V, EL or EU, with or without RX
- six electrified functions for application flexibility

## NDE wireless electronic



**Applications**

Wireless electronic locks complete the offering by delivering all of the access control system hardware components required at the door in a single integrated design.

NDE wireless lock applications include:

- retrofit applications where electronic credentials can be used for improved visibility and control
- new construction to expand the scope of access control to interior openings
- low to medium traffic areas, where battery power delivers long life

**Key features**

All mechanical features[1] plus:

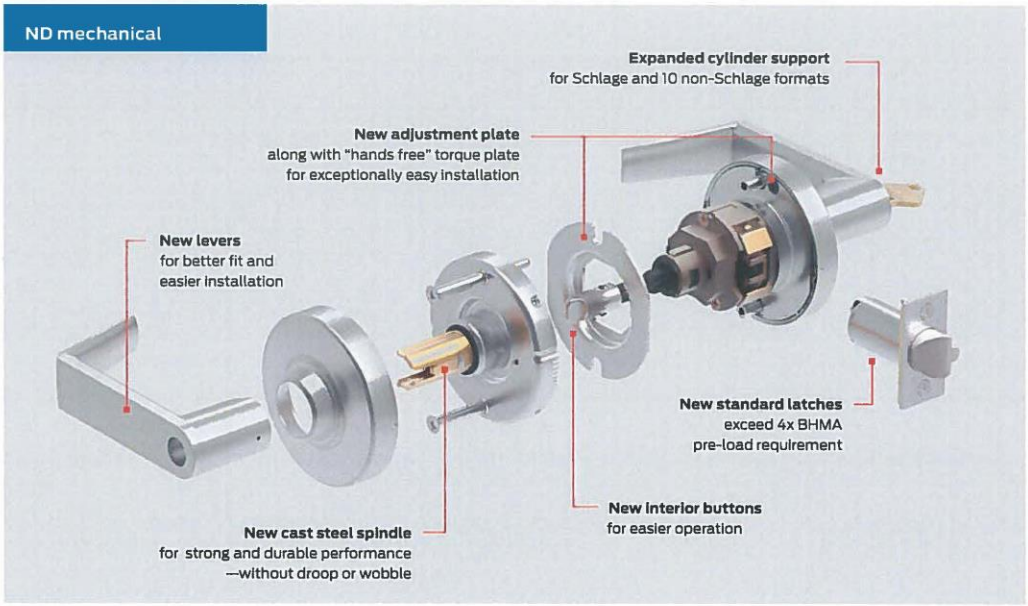
- Fits standard ANSI 161L mechanical door prep
- Installs in minutes with only a Phillips screwdriver
- Integrated card reader, door position sensor and Request to Exit (RX) switch
- Built-in Bluetooth® enables wireless configuration from smart phones and tablets
- Built-in Wi-Fi enables automatic updates to access rights
- Capable of networked real-time communication[2]
- Up to 2 years of battery life (4 AA)

1 NDE wireless electronic lock available in seven lever designs, one rose design, and nine finishes only.
2 Requires ENGAGE™ Gateway and alliance access control software.



**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

A detailed look...



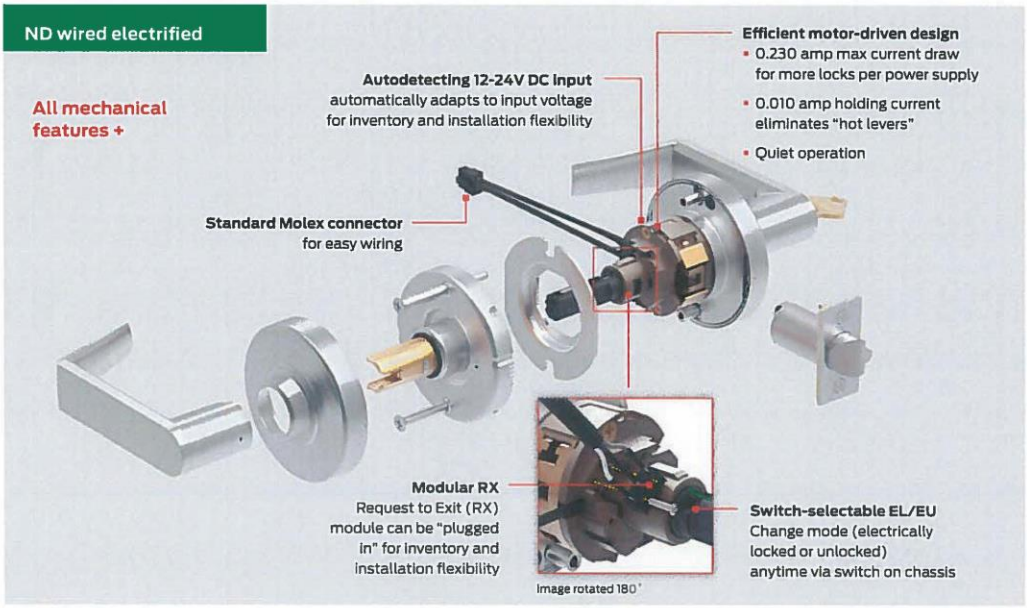
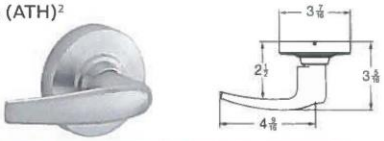






**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

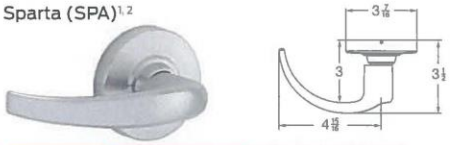
# Lever designs and finishes

Athens (ATH)[2]



Mechanical | Wired electrified | Wireless electronic

Sparta (SPA)[1,2]



Mechanical | Wired electrified | Wireless electronic

Rhodes (RHO)[1,2]



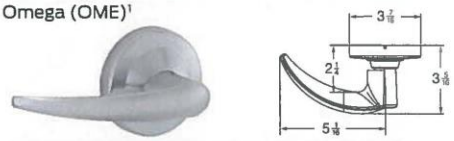
Mechanical | Wired electrified | NDE wireless electronic

Tubular (TLR)[1,2]



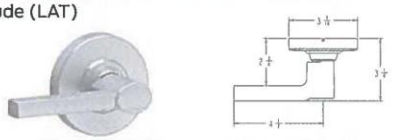
Mechanical | Wired electrified | Wireless electronic

Omega (OME)[1]



Mechanical | Wired electrified | Wireless electronic

Latitude (LAT)



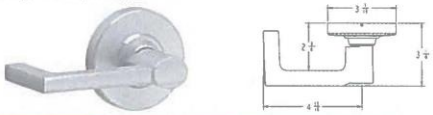
Mechanical | Wired electrified | Wireless electronic

Broadway (BRW)



Mechanical | Wired electrified | Wireless electronic

Longitude (LON)



Mechanical | Wired electrified | Wireless electronic

Boardwalk (BWK)



Mechanical | Wired electrified | Wireless electronic

All levers comply with the Americans with Disabilities Act (ADA).

1 Boardwalk, Longitude, Omega, Rhodes, Sparta and Tubular levers comply with California State code for return within 1/2" of door face.

2 Athens, Rhodes, Sparta and Tubular levers support cylinders from other manufacturers, see cylinder section on page 24 for details.

Finish options



| Color | Bright brass | Satin brass | Satin bronze | Oil rubbed bronze | Satin nickel | Matte black | Bright chrome | Satin chrome | Aged bronze |
|---|---|---|---|---|---|---|---|---|---|
| ANSI/BHMA number | 605 | 606 | 612 | 613 | 619 | 622 | 625 | 626/626AM | 643e |
| US number | US3 | US4 | US10 | US10B | US15 | US19 | US26 | US26D | US11 |
| Mechanical | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Wired electrified | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Wireless electronic | ■ | ■ | ■ | — | ■ | ■ | ■ | ■ | ■ |

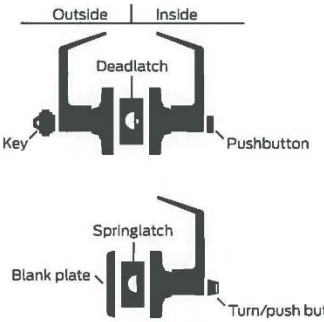
Product information and specifications contained in this catalog are subject to change without notice. Please consult the factory.



**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

## ND Series mechanical lock
## Keyless function list

### Legend




Schlage ANSI
**ND10S F75**
**Passage latch**
- Both levers always unlocked.

Inside



Available with RX

Schlage ANSI
**ND12D F89**
**Exit lock**
- Outside lever always fixed.
- Inside lever always free for immediate egress.

Outside Inside



Available with RX

Schlage ANSI
**ND25D -**
**Exit lock**
- Blank plate outside.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND40S F76**
**Bath/bedroom privacy lock**
- Push-button locking.
- Unlocked from outside with a small screwdriver.
- Turn inside lever or close door to release button.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND44S -**
**Hospital privacy lock**
- Push-button locking.
- Unlocked from outside by turning emergency turn-button.
- Turn inside lever or close door to release button.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND170 -**
**Single dummy trim**
- Dummy trim for one side of door.
- Used for door pull or as matching inactive trim.

Outside/Inside





**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

## ND Series mechanical lock
## Keyed function list

Schlage ANSI
**ND50PD F82**
**Entrance/office lock**
- Push-button locking.
- Push-button locks outside lever until it is unlocked with key or by turning inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND53PD F109**
**Entrance lock**
- Turn/push-button locking: Pushing and turning the button locks the outside lever, requiring use of a key until the button is manually unlocked.
- Push-button locking: Pushing button locks outside lever until unlocked by key or by turning the inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND60PD F88**
**Vestibule lock**
- Latch retracted by key from outside when outside lever is locked by key in inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND66PD F91**
**Store lock†**
- Key in either lever locks or unlocks both levers.

Outside Inside



Schlage ANSI
**ND70PD F84**
**Classroom lock**
- Outside lever locked and unlocked by key.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND73PD F90**
**Corridor lock**
- Locked or unlocked by key from outside.
- Push-button locking from inside.
- Turn inside lever or close door to release button.
- When outside lever is locked by key it can only be unlocked by key.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND75PD -**
**Classroom security lock**
- Key in either lever locks or unlocks outside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND80PD F86**
**Storeroom lock**
- Outside lever is fixed.
- Entrance by key only.
- Inside lever always free for immediate egress.

Outside Inside



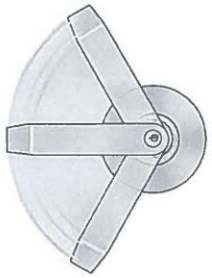
Available with RX



**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

**ND Series mechanical lock**
**Vandlgard™ function list**

Vandlgard™ trim is specifically designed for highly abusive environments. The outside lever rotates freely up and down when locked, limiting the ability of vandals to apply excessive force to the chassis



Schlage ANSI
**ND91PD F82**
**Entrance/office lock**
- Push-button locking.
- Push-button disengages outside lever until unlocked with key or by turning inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND92PD F109**
**Entrance lock**
- Turn/push-button locking: Pushing and turning button disengages outside lever, requiring using of key until button is manually unlocked.
- Push-button locking: Pushing button disengages outside lever until unlocked by key or by turning inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND93PD F88**
**Vestibule lock**
- Latch retracted by key from outside when outside lever is disengaged by key in inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND94PD F84**
**Classroom lock**
- Outside lever disengaged and unlocked by key.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND95PD -**
**Classroom security lock**
- Key in either lever locks or unlocks outside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
**ND96PD F86**
**Storeroom lock**
- Outside lever always disengaged.
- Entrance by key only.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Available with RX

16 · Schlage · ND Series

**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

# Cylinders and key systems

A strong lock is only part of the security solution—proper key control is equally important. Schlage offers extensive options to meet the security needs of the specific project.

## Cylinders



### Conventional KIL cylinder options[1]

- 6-pin length (standard)
- 7-pin length in SL cylinder
- Available in Schlage Classic and Everest 29™ open and restricted keyways
- Primus® XP security features and geographic exclusivity
- Primus XP UL 437 listed high security features
- Hotel cylinder (for use in faculty restroom function)



### Full size interchangeable core (FSIC) options[1]

- 6-pin length
- Available in Schlage Classic and Everest 29 open and restricted keyways
- Interchangeable core compatible with conventional cylinder key systems
- Primus XP security features and geographic exclusivity



### Small format interchangeable core (SFIC) options[2]

- 7-pin combinated Everest 29 R restricted keyways[3]
- 6 or 7-pin uncombinated Falcon®/ Best® keyways[4]

1 Available in 606, 622, 626 and 643 plug face finishes. Everest 29 S123 keyway standard.
2 Available 606, 613 (simulated), 622, 626 and 643e finish only.
3 Restricted keyway cores require authorization from the end user.
4 Must be ordered separately from lock; not available factory keyed.

## Key systems

### Classic keyway

- Open keyway—keys are duplicated and available without ordering formalities
- Upgradeable to Primus XP and UL 437 levels of security

### Everest 29

- Patented through 2029
- Key duplication is restricted providing a higher level of security for the cylinder
- Can be integrated to an existing Everest B, C, or D system
- Upgradeable to Primus XP and UL 437 levels of security

### Primus XP

- Independent, dual locking mechanisms
- Unique side bit milling on key makes unauthorized duplication highly enforceable
- Allows creation of geographically exclusive keys in a thousand available combinations
- Provides patent protection when applied to Schlage Classic keyways
- Compatible to all Everest and Everest 29 keyways

### Everest 29 SL

- A high security conventional (KIL) cylinder pinned on an A2 system compatible with the Schlage Everest B and Everest 29 R keyways
- Users can expand existing Everest B and Everest 29 R key systems
- Enables Primus XP and UL 437 upgrades on SFIC keyways





**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

# B Series at a glance

## B250 · B500 · B600/700/800

B250 Series: Grade 2 deadlatch

B500 Series: Grade 2 deadlock

B600 Series: Grade 1 deadlock

B700 Series: Grade 1 deadlock w/Primus® XP controlled access cylinder

B800 Series: Grade 1 deadlock w/Primus XP high security cylinder, UL437 rated

**Functions**

| Product | ANSI | Deadbolt functions | | | | | | | | Deadlatch functions | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Single cylinder deadbolt | Double cylinder deadbolt | Classroom deadbolt | Door bolt occupancy indicator | Door bolt | Door bolt with trim | Cylinder only deadbolt | Cylinder only X blank plate deadbolt | Single cylinder deadlatch | Double cylinder deadlatch |
| Interior | | Thumbturn | Keyed | Thumbturn | Thumbturn | Thumbturn | Thumbturn | No trim | Blank plate | Thumbturn | Keyed |
| Exterior | | Keyed | Keyed | Keyed | Indicator | No trim | Blank plate | Keyed | Keyed | Keyed | Keyed |
| B250 | Grade 2 | | | | | | | | | B250PD | B252PD |
| B500 | Grade 2 | B560P | B562P | B563P | B571 | B580 | B581 | | B561P | | |
| B600 | Grade 1 | B660P | B662P | B663P | | B680 | | B664P | B661P | | |
| B700 | Grade 1 | B760P | B762P | B763P | | | | B764P | B761P | | |
| B800 | Grade 1 | B860P | B862P | B863P | | | | B864P | B861P | | |

**Finishes**



**605** Bright brass | **606** Satin brass | **609** Antique brass | **612** Satin bronze* | **613** Oil rubbed bronze | **619** Satin nickel* | **622** Matte black | **625** Bright chromium plated | **626** Satin chromium plated | **626AM** Antimicrobial coating* | **643e** Aged bronze*

* Finish not available on B250

e = an equivalent finish to the BHMA standard.

# ADA-compliant products

In compliance with the American National Standards Institute (ANSI A117.1) and the Americans with Disabilities Act (ADA), Schlage Lock Company offers a wide selection of locks designed for the needs of the physically challenged. This act is designed to provide protection for people with disabilities.

Product information and specifications contained in this catalog are subject to change without notice. Please consult the factory.



**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

# Deadbolt designs

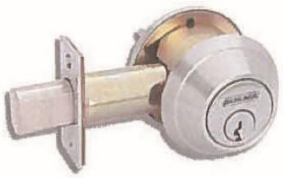
## B600 Series

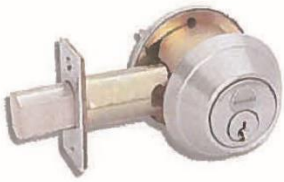
Schlage's toughest heavy duty Grade 1 commercial deadbolt.

Furnished with conventional cylinder standard.

Also available with full size interchangeable core cylinder or small format interchangeable core (SFIC) cylinder.

Requires 2 1/8" (54mm) prep. UL10B and UL 10C listing standard for auxiliary lock on A label fire doors. Not all functions available as fire rated auxiliary locks. See function charts for required cross bore dimensions.





## B700 Series

Same lock as B600 Series but furnished with Primus XP controlled access cylinder for patented key control, geographical exclusivity and resistance to picking and impressioning. Also available with Primus XP full size interchangeable core cylinder.





## B800 Series

Same lock as B700 Series but Primus XP high security cylinder is UL437 listed to resist drilling and other forms of physical attack. Not available in interchangeable core.

All designs shown in 626 satin chrome





Thumbturn for B600, 700 and 800

8 · Schlage · B Series

**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

# Full size interchangeable core (FSIC) 8

Schlage interchangeable core (IC) locksets allow immediate rekeying at the door simply by using the special control key to replace the core in seconds.

**B250 Series**
**Finishes:** 605, 606, 609, 612,613, 622, 625, 626



**B500 Series**
**Finishes:** 605, 606, 609, 612, 613, 619, 622, 625, 626, 643e



**B600/700/800 Series**
**Finishes:** 605, 606, 609, 612, 613, 619, 622, 625, 626, 643e



Available in B250, B500, B600 and B700 Series, full size interchangeable cores can be integrated into any 5 or 6-pin Schlage key with no adverse affects on keying capacity. (Available 6-pin only from Factory).

**Full size interchangeable cores and housings - options**

- Conventional core
- Primus XP core

Cores available 606, 622, 626, and 643e finish only.
Everest 29 S123 keyway standard.

**Full size core**



# Small format interchangeable core (SFIC)

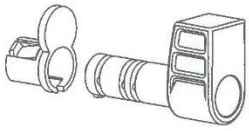
Available in B500 and B600 Series, the small format IC option is designed for Schlage Everest 29 R Family restricted keyway cores and is also completely compatible with Best®, Falcon, and other small format cores.

- 7-pin uncombinated Everest 29 R family restricted keyways
- 7-pin combinated Everest 29 R family restricted keyways
- 6-pin uncombinated Falcon / Best keyways
- 7-pin uncombinated Falcon / Best keyways
- Disposable plastic construction core

**Small format core**



**Disposable construction core**



80-033 and 80-043 cores are available in Best A, B, C, D, DD, E, F, G, H, J, K, L, N, O, R, TB and TD keyways. Specify keyway by suffixing "B" to keyway letter, e.g. "AB".

80-036 and 80-037 restricted keyway cores require a letter of authorization from the end user. Schlage assigns the keyway when establishing new Everest 29 restricted key systems.



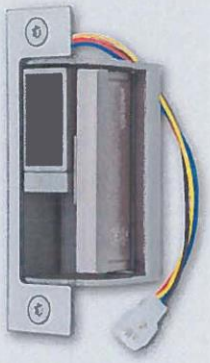
**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

ALLEGION

VON DUPRIN

# 6400 Series

## Modular strike for mortise and cylindrical locksets



## Overview

The 6400 electric door strike from Von Duprin is designed to be modular and highly configurable to fit nearly any mortise or cylindrical lock. This versatile strike allows the installer to insert and lock-in the deadbolt keeper or plug and deadlatch ramp anywhere within its 3 1/8" vertical opening to fit the latch position and functional needs. This, combined with a 1/8" horizontal adjustment, makes this easy-to-install design a good fit for installations where misalignment or a tight fit may be a problem.

As a 3-hour UL 10C listed strike, the 6400 Series is intended as a fail-secure only solution for fire-rated openings. Its durability and quality are shown by its grade 1 certification as a heavy-duty stainless steel strike with over 2,000,000 endurance cycles.

Use it as a time-saving, "go to" strike. The 6400 comes ready for use with prewired plug-in connectors for 12 or 24 VDC voltage that can be changed over to 12 or 24 VAC without a converter kit, two faceplates – one each for offset and centerline locks as well as a trim filler plate, mounting tabs and shims and a self-adhesive template for frame cuts. An optional "plug in" latchbolt monitor is also available and can be added in the field at any time after installation.

## Features and benefits

- Modular design fits cylindrical and nearly any mortise lock
- Heavy-duty stainless steel construction in BHMA 630 satin finish
- Vertical adjustments allow for alignment with a wide variety of mortise locks with offset latches
- Horizontal adjustment of up to 1/8" improves fit on tight door preps
- Can accommodate up to 1" deadbolt (for night latch only)
- Field selectable voltage 12 or 24VDC and 12 to 24VAC
- Plug-in voltage connectors are included for ease of installation and removal during strike servicing
- Optional plug-in latchbolt monitor can be added in the field
- Non-handed, unique internal solenoid design prevents keeper from heating up
- Low current draw (0.19 amps @ 24 VDC)
- Suitable for interior and exterior doors
- 3-hour fire-rated to UL 10C (fail secure only)
- UL 1034 listed for burglary-resistant electric door strikes
- UL 294 listed for access control system
- CSFM California State Fire Marshal listed
- ANSI/BHMA A156.31, Grade 1 certified
- Static strength: 1500 lbs
- Dynamic strength 70 ft-lbs
- Endurance 2,000,000 cycles

**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

## Lockset compatibility

Vertical adjustment of the deadbolt keeper or deadlatch ramp allows for alignment with a wide variety of mortise locks with offset latches. Accommodates up to 1" deadbolt* Up to 1/8" horizontal adjustment for misaligned frames.
* Night-latch function only, bolt will not release

### 6400 Series power requirements

| Model | Mode | Voltage | Duty | Sound | Amps[1] | Ohms[2] |
|---|---|---|---|---|---|---|
| 6400 | Fail-locked | 12 VDC | Continuous | Silent | .375 | 37 |
| 6400 | Fail-locked | 24 VDC | Continuous | Silent | .190 | 148 |
| 6400 | Fail-locked | 12-24 VAC | Intermittent | Buzz | .280 - .565 | 37 |

Intermittent duty = Energized less than 1 min. with duty ratio 1:5; Continuous duty = Energized 1 min. or more.
[1] Ratings are based on maximum current draw at +10°C and include initial power-up current draw.
[2] Nominal resistance at +25°C +/- 7% tolerance.

## Wiring Instructions

Use the appropriate wire harness supplied.

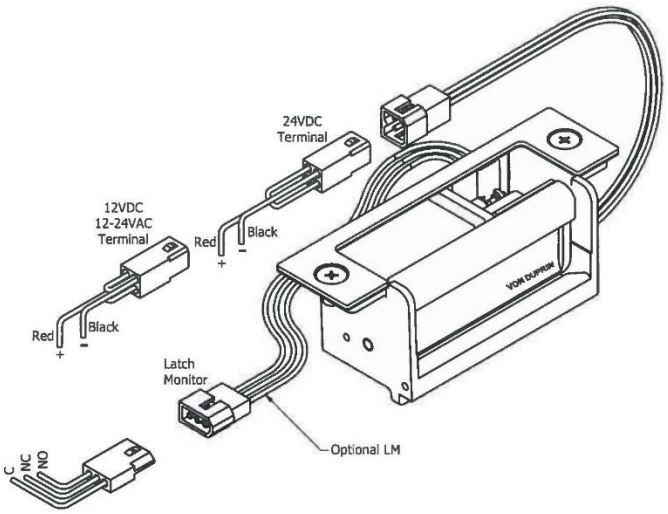
- 12V for 12VDC & 12-24VAC
- 24 for 24VDC only

Attach the red wire to (+) positive of the power supply. Attach the black wire to the (-) negative of the power supply. If using AC power, polarity is not observed.

Note: If a suppression diode is required for access control, observe proper polarity.

**Latch monitor wires**

| | | |
|---|---|---|
| Black | = | Common (C) |
| Blue | = | Normal Close (NC) |
| Orange | = | Normal Open (NO) |



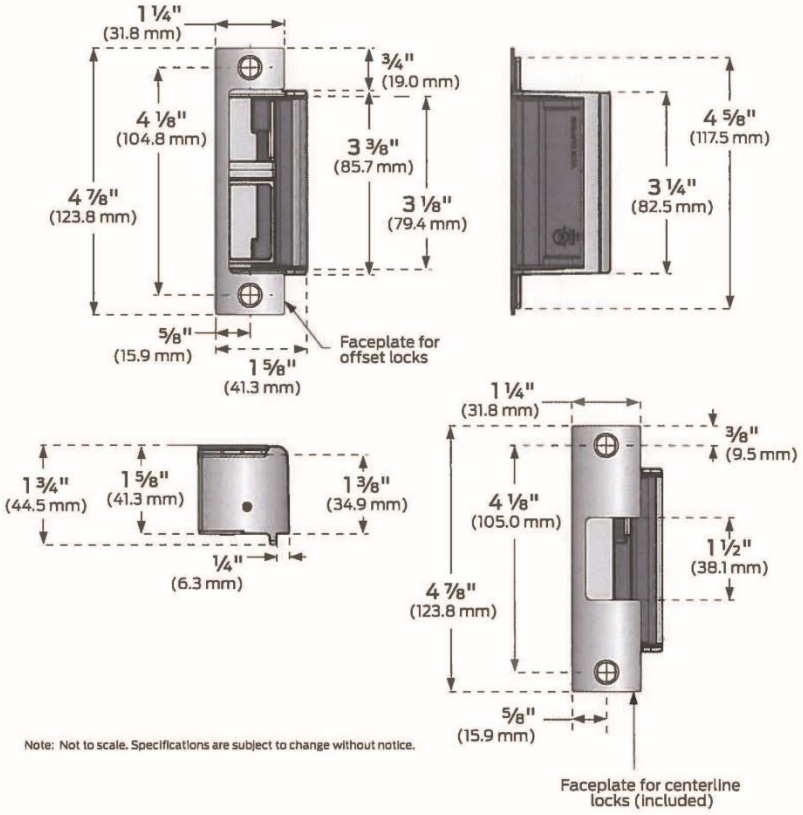

### Model specifications

| | |
|---|---|
| Model number | 6400 |
| Latchbolt throw | 3/4" (Also accomodates 1" deadbolt as a nightlatch only - no release) |
| Face plate length | 4 7/8" (Includes two face plates: Centerline and Off-set latch entries) |
| Backbox depth | 1 3/4" |
| Finish | US 32D/BHMA 630 |
| Lockset | Cylindrical, mortise, mortise exit |
| Number of doors | Single |
| Door/frame type | Hollow metal, aluminum & wood |
| Options | 2 Rectifier kits:<br>▪ S012 Converts 12 VAC voltage to 12 VDC to operate the solenoid<br>▪ S024 Converts 24 VAC voltage to 24 VDC to operate the solenoid<br>EB (Entry Buzzer) |
| Certifications/ Listings | ANSI/BHMA A156.31 Grade 1, 3-hour fire rated to UL 10C (FSE only), UL 1034, UL 294, CSFM |
| Application notes | Modular electric strike ideal for aftermarket applications. Fail-secure only for fire-rated openings. |

Von Duprin · 6400 Series

**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

## Dimensions




Note: Not to scale. Specifications are subject to change without notice.

## Ordering information

6400-S024-EB

| Model | Rectifier kit* | Buzzer* |
|---|---|---|
| 1 | 2 | 3 |

* Optional

**Selections correspond with the numbers above**

| | |
|---|---|
| 1 | **Model** |
| 6400 | Modular Strike |
| 2 | **Rectifier kit (optional)** |
| | S012 Converts 12 VAC voltage to 12 VDC to operate the solenoid |
| | S024 Converts 24 VAC voltage to 24 VDC to operate the solenoid |
| 3 | **Buzzer (optional)** |
| EB | Entry buzzer |

### Accessories

- LM6400 Latchbolt monitor - indicates when door is latched (ships separately)

### Standard features

- Power failure mode: Fail-secure only (FSE)
- Voltage: Field selectable 12 or 24 VDC and 12 or 24 VAC voltage
- Finish: Stainless steel, satin (BHMA 630/US 32D)
- Centerline and offset face plates included
- Also includes: two plug-in voltage connectors, self-adhesive template for frame cuts, trim filler plate, mounting tabs and shims, as well as tamper-resistant screws with a security driver bit

Von Duprin · 6400 Series

**EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)**

END OF EXHIBITS

# FIELD OFFICE PROGRAMMING DOCUMENT

PROJECT NAME: Ft. Pierce/Port St. Lucie Field Office — DATE: February 7, 2018

PROJECT NUMBER: — PREPARED BY: Nancee Johnson

| POSITION/FUNCTION | SQ.FT. | QTY. | TOTAL | OPEN PRIVATE SHARED WAREHOUSE | ADJACENCIES | NOTES |
|---|---|---|---|---|---|---|
| **Criminal Enforcement (CE)** | | | | | | |
| Resident Agent in Charge (RAC) | 250 | 1 | 250 | OFFICE | | |
| Investigative Assistant (IA) | 72 | 1 | 72 | OFFICE | **16 total employees** | |
| Special Agent (SA) | 48 | 7 | 336 | OFFICE | | |
| Task Force Officer (TFO) | 48 | 3 | 144 | OFFICE | | |
| **Industry Operations (IO)** | | | | | | |
| Area Supervisor (AS) | 250 | 1 | 250 | OFFICE | | |
| Industry Operations Investigator (IOI) | 48 | 2 | 96 | OFFICE | | |
| Investigative Assistant (IA) | 72 | 1 | 72 | OFFICE | | |
| **TOTAL OFFICE SPACE** | | | | **1,220 plus 488 circulation = 1708** | | |
| Equipment Storage (Lockers) | 15 | 14 | 210 | SPECIAL - ST1 | | 15 sq. ft. per Agent or IOI |
| General Supply (CE) | 160 | 1 | 160 | SPECIAL - ST1 | | |
| General Supply (IO) | 160 | 1 | 160 | SPECIAL - ST1 | | |
| **TOTAL SPECIAL SPACE - S1** | | | | **530 plus 212 circulation = 742** | | |
| Secured Foyer | 100 | 1 | 100 | SPECIAL - S3 | | |
| LAN Room | 100 | 1 | 100 | SPECIAL - S3 | | |
| Interview Room | 100 | 1 | 100 | SPECIAL - S3 | | |
| Processing Room | 100 | 1 | 100 | SPECIAL - S3 | | |
| Secured File Room (CE) | 160 | 1 | 160 | SPECIAL - S3 | | |
| Secure File Room (IO) | 160 | 1 | 160 | SPECIAL - S3 | | |
| Secured Evidence Room (CE) | 450 | 1 | 450 | SPECIAL - S3 | | |
| Industry Operations Research Room | 150 | 1 | 150 | SPECIAL - S3 | | If in a Industry Operations Field Office |
| Breakroom | 200 | 1 | 200 | SPECIAL - S3 | | |
| **TOTAL SPECIAL SPACE - S3** | | | | **1,520 plus 608 circulation = 2128** | | |
| Conference Room | 300 | 1 | 300 | SPECIAL - SP5 | | |
| **TOTAL SPECIAL SPACE - S5** | | | | **300 plus 120 circulation = 420** | | |
| Parking Spaces | | 14 | | | | |

# FIELD OFFICE PROGRAMMING DOCUMENT

PROJECT NAME: Ft. Pierce/Port St. Lucie Field Office

DATE: February 7, 2018

PROJECT NUMBER:

PREPARED BY: Nancee Johnson

| POSITION/FUNCTION | SQ.FT. | QTY. | TOTAL | OPEN PRIVATE SHARED WAREHOUSE | ADJACENCIES | NOTES |
|---|---|---|---|---|---|---|
| SUB-TOTAL | | | 3,570 | | | |
| CIRCULATION | 40% | | 1,428 | | | |
| **TOTAL USABLE SQ. FOOTAGE** | | | **4,998** | | | |

# SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

**THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC).**
**NOTE THAT ITEMS IDENTIFIED AS "SHELL *" REPRESENT A LESSOR'S OBLIGATIONS OR THE GOVERNMENT'S RIGHTS AND ARE NOT NECESSARILY ITEMS TO BE CONSTRUCTED.**

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**DEFINITIONS:**
Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**DESIGN-BASIS THREAT –** The Design-Basis Threat (DBT) is the profile and estimate of the threats to a Government facility across a range of specific undesirable events, and serves as the basis for determining appropriate security standards. The Lessor's technical consultant(s) shall work in conjunction with the Government, including the Federal Protective Service (FPS), to apply the DBT to the post-award risk assessment. The risk assessment identifies recommended countermeasures and security design features that achieve the minimum baseline level of protection for a particular facility. The baseline level of protection may be further customized to address facility-specific conditions. The Lessor is responsible for providing countermeasure provisions outlined in this FSL document, as well as for additional items identified during the post-award risk assessment. Any additional countermeasures identified during this assessment shall be priced as BSAC.

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## I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

## A. FACILITY ENTRANCES AND LOBBY

### 1. EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or Physical Access Control System (PACS) for the entrance to this building and to doors identified by the Government as employee entrance doors. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

## B. SCREENING REQUIREMENTS

### 1. ACCOMODATION OF RETAIL/MIXED USE SPACE (SHELL)

The Lessor shall accommodate publicly accessible retail and mixed uses through such means as separating entryways.

## C. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

### 1. PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms within Government controlled Space.

### 2. SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

a. At a minimum, the Lessor shall secure building common areas such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Utility, mechanical, electrical, and telecom rooms shall be secured with high-security (UL437) locks. Keyed locks, PACS card reader, or similar security measures shall strictly control access to Critical Areas. Additional controls for access to keys, PACS, and key codes shall be strictly maintained.

b. Roofs with HVAC systems and access to interior space from the roof shall also be secured with high-security (UL437) locks. Roof access shall be strictly controlled through keyed locks, PACS card reader, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

c. In addition, Lessor shall protect the ventilation equipment and system controls from unauthorized access.

### 3. VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

### 4. PUBLIC SPACE RESTRICTIONS WITH PRIMARY VERTICAL LOAD MEMBERS

The Government reserves the right to remove this countermeasure requirement, post-award, based on building-specific conditions. For measurement purposes, standoff shall be considered building support space and not ABOA.

a. **RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS**: For partitions separating public space from federal space, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 100 mm (4 inches).

b. **RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS:** In the partitions that separate public mail screening and receiving areas from federal tenants, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 150 mm (6 inches).

# II. INTERIOR (GOVERNMENT SPACE)

### A. IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Government-controlled Space prior to allowing entry.

### B. FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

# III. SITES AND EXTERIOR OF THE BUILDING

## A. SIGNAGE

### 1. POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

### 2. POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site-specific signage.

## B. LANDSCAPING AND ENTRANCES

### 1. LANDSCAPING REQUIREMENTS (SHELL)

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals, packages/containers, and parking areas. If Landscaping exists, the Lessor shall provide trees, hedges, berms, or any combination of these to create buffer zones to separate public areas and other functions. Landscaping shall not obstruct the views of security guards and Video Surveillance System (VSS) cameras or interfere with lighting or Intrusion Detection System (IDS) equipment.

**2. HAZMAT STORAGE (SHELL)**
Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

**3. PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (SHELL)**
Trash receptacles, containers, mailboxes, FedEx-UPS boxes, vending machines, or other fixtures and/or features that could conceal packages, briefcases, or other portable containers shall be located away from building exterior and entry points.

### C. PARKING

**1. PUBLIC ACCESS TO GOVERNMENT PARKING AREAS (SHELL)**
Lessor shall designate Government employee and visitor parking areas.

## IV. SECURITY SYSTEMS

**A. Security System Testing and Maintenance Criteria:** The Government in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a testing and preventive maintenance program for all security systems the Lessor has installed. Testing must be based on established, consistent, agency-specific protocols, to be determined at the time of design. All testing shall be documented. Operational performance testing shall be conducted annually and functional testing shall be conducted more frequently, as determined by the Government. Components which fail, either during testing or throughout the life of this lease shall be repaired or replaced by the Lessor within a reasonable timeframe as determined by the Government. Any critical component that becomes inoperable must be replaced or repaired by the Government within five business days. Critical components are those required to provide security (IDS, VSS, PACS, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government providing guard service, the cost of which must be reimbursed by the Lessor.

### B. VIDEO SURVEILLANCE SYSTEM

**LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE**
The lessor shall design and install a Video Surveillance System (VSS) as described in this section. The VSS system will support the entry control system (at personnel entrances and exits to the space), with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the VSS system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CD's, as well as prior to installation. VSS system testing,

and acceptance shall be conducted by the Government prior to occupancy. The VSS system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the VSS system. Government specifications are available from the Lease Contracting Officer. VSS system components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.

## C. INTRUSION DETECTION SYSTEM

### LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE

The Lessor shall design and install an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to completion of the CDs, and prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Mega Center. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Mega Center Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. The Government creates an FPS monitoring account and works with the Lessor to complete the Mega Center Alarm Requirement (MAR) in conjunction with the installing security vendor. Components which fail or require maintenance, or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed above.

## D. DURESS ALARM

### LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE

The Lessor shall design and install a duress alarm system. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

### E. SECURITY SYSTEMS DESIGN

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the Lease, that alarm and PACS panel, VSS components, controllers, and cabling shall be secured from unauthorized physical and logical access.

## V. STRUCTURE

NOTE: FOR ADDITIONAL BLAST RESISTANT MEASURES REQUIRED IN NEW LEASE CONSTRUCTION PROJECTS, REFER TO LEASE PARAGRAPH “SECURITY FOR NEW CONSTRUCTION”.

### A. WINDOWS

#### LOCK GROUND FLOOR WINDOWS

If a Government tenant occupies ground floor space in the Building, the Lessor shall provide a means to lock all operable, ground floor windows with secure latches. As part of BSAC, any operable, ground floor windows shall be monitored via IDS.

### B. BUILDING SYSTEMS

#### 1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25 foot distance cannot be achieved, Lessor shall protect utilities in accordance with the post-award DBT analysis through a combination of standoff, hardening, and venting methods.

#### 2. SECURING AIR INTAKE GRILLES

Lessor shall secure all accessible air intake grills from tampering or removal. Whenever possible, locate outdoor air intakes at least 30 feet above grade, and preferably at roof level.

## VI. OPERATIONS AND ADMINISTRATION

### A. FACILITY SECURITY COMMITTEE (SHELL *)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The FSC is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

**B. ACCESS TO BUILDING INFORMATION (SHELL *)**

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

**C. CONSTRUCTION SECURITY PLAN (SHELL)**

The Lessor shall develop and implement a construction security plan. The plan should specify who is responsible for the security of the site during each phase of the project until final completion. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project. The Lessor shall also submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease.

## VII. CYBERSECURITY (SHELL *)

A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).

B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.

C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (https://ics-cert.us-cert.gov/Recommended-Practices).

2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (https://www.nist.gov/cyberframework) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015) for best practices to manage cyber risks.

3. Encourage vendors of BACS to secure these devices and software through the following:

    a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.

    b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.

    c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.

    d. Close unnecessary open ports to secure against unprivileged access.

    e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project).

    f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at https://www.beyondtrust.com/blog/what-is-least-privilege/.

    g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.

    h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.

    i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).

    j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).

l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).

m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.

n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at https://www.cisecurity.org/cis-benchmarks/.

# Exhibit E to Lease GS-04P-LFL00449

## GENERAL CLAUSES
## (Acquisition of Leasehold Interests in Real Property)

| CATEGORY | CLAUSE NO. | 48 CFR REF. | CLAUSE TITLE |
|---|---|---|---|
| GENERAL | 1 | | SUBLETTING AND ASSIGNMENT |
| | 2 | 552.270-11 | SUCCESSORS BOUND |
| | 3 | 552.270-23 | SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT |
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The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

**10. DEFAULT BY LESSOR (APR 2012)**

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial

completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 2016)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

*This clause is incorporated by reference.*

**18. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ''Renegotiation Board Interest Rate,'' and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**19. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

**20. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

**21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**

*This clause is incorporated by reference.*

**22. 52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)**

(Applicable to leases over $5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

*(1) Bona fide employee,* as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

*(2) Contingent fee,* as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

*(3) Improper influence,* as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**24. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)**

(Applicable to leases over $5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

*United States,* as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

| ***Poster(s)*** | ***Obtain from*** |
|---|---|
| _____ | _____ |
| _____ | _____ |

(*Contracting Officer shall insert—*

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

**27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over $750,000.)
*This clause is incorporated by reference.*

**29. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)**

*This clause is incorporated by reference.*

**30. CHANGES (MAR 2013)**

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

(1) An adjustment of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

**31. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
*This clause is incorporated by reference.*

**32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
*This clause is incorporated by reference.*

**33. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**34. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**

*This clause is incorporated by reference.*

**35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(Applicable to leases exceeding the micro-purchase threshold.)
*This clause is incorporated by reference.*

**37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**38. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**

(Applicable to leases $150,000 or more, total contract value.)
*This clause is incorporated by reference.*

**40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)**

(Applicable to leases over $35,000 total contract value.)

*This clause is incorporated by reference.*

**41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)**

(Applicable if over $750,000 total contract value.)

*This clause is incorporated by reference.*

**42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
*This clause is incorporated by reference.*

**43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III ( JUN 2020)**

(Applicable to leases over $750,000 total contract value.)
*This clause is incorporated by reference.*

**44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)**

(Applicable to leases over $750,000 total contract value.)
*This clause is incorporated by reference.*

**45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**

(Applicable if over $30,000 total contract value.)
*This clause is incorporated by reference.*

**46. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

***47.*** *INTENTIONALLY DELETED*

**48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

*This clause is incorporated by reference.*

## Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

*See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.*
*NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☑ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

| | | |
|---|---|---|
| OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE)<br>Nicholas C. Mimms, P.E., ICMA-CM<br>City Manager<br>City of Fort Pierce<br>100 North US Hwy 1<br>Fort Pierce, FL 34950 | TELEPHONE NUMBER<br>772-467-3793 |
| | Signature | January 31, 2023<br>Date |

RLP No. 6FL0489 – Port St. Lucie, FL
Amendment No. 5
Issued: November 21, 2022

The following amendments and clarifications are hereby made to Request for Lease Proposals (RLP) No. 6FL0489 issued April 14, 2022. All offerors must acknowledge receipt of this Amendment No. 5, by reviewing, signing, and returning to General Services Administration and Public Properties with Revised Offers no later than **5:00 P.M., EST, December 5, 2022.**

**1. GSA Form R100 (RLP) Section 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016) Paragraph A** is hereby deleted and replaced with the following:

A. The Government is seeking a minimum of **5,331** to a maximum of **5,864** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

**2. GSA Form L100 (Lease) Section 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)** is hereby deleted and replaced with the following:

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every **6** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

a. Backing or underlayment is exposed;
b. There are noticeable variations in surface color or texture;
c. It has curls, upturned edges, or other noticeable variations in texture;
d. Tiles are loose; or,
e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **6** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

**ACKNOWLEDGEMENT OF AMENDMENT NO. 5**

I hereby acknowledge receipt of Amendment No. 5 to RLP No. 6FL0489

**FOR THE LESSOR:**

Name: _____

Title: _____

Entity Name: _____

Date: _____

RLP No. 6FL0489 – Port St. Lucie, FL
Amendment No. 6
Issued: May 26, 2023

The following amendments and clarifications are hereby made to Request for Lease Proposals (RLP) No. 6FL0489 issued April 14, 2022. All offerors must acknowledge receipt of this Amendment No. 6, by reviewing, signing, and returning to General Services Administration and Public Properties with Final Revised Offers no later than **5:00 P.M., EST, June 6, 2023.**

1. **GSA Form R100 (RLP) Section 3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)** is hereby deleted and replaced with the following:

A. TENANT IMPROVEMENT ALLOWANCE PRICING:
1. The TI Allowance is **$100.19** per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

**ACKNOWLEDGEMENT OF AMENDMENT NO. 6**

I hereby acknowledge receipt of Amendment No. 6 to RLP No. 6FL0489

**FOR THE LESSOR:**

Name: _____

Title: _____

Entity Name: _____

Date: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MAYOR AND CITY COMMISSION

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SUNRISE CENTER LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA THROUGH GENERAL SERVICES ADMINISTRATION – UPDATE

DATE: OCTOBER 11, 2023

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**This Memorandum is to serve as an update to the September 1, 2023 Memorandum for the above referenced Lease Agreement (Agreement). All updated information is in red, bold ink with the original September 1, 2023 Memorandum language in** black ink**. As you will see, below, a few terms and concerns originally noted have been addressed, but many concerns remain in place and are still of concern for entering into this Agreement.**

**My understanding is the Agreement is to be placed on the October 16, 2023 City Commission Agenda. An approval as to form and correctness has been provided, with my concerns as outlined below noted. Essentially, the City Commission should be aware of the noted concerns when deciding whether to enter into this Agreement. Should there be any questions, please do not hesitate to contact me at any time.**

In reviewing the proposed Lease Agreement (Agreement) between the City of Fort Pierce (City) and the United States of America (Government) through General Services Administration (GSA), for the fourth (4th) floor of the Sunrise Center (the "space") to be utilized by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), there are numerous terms within the Agreement to which I believe your attention should specifically be drawn.[1] Those terms, along with concerns for certain terms, have been summarized below for your ease. The Agreement appears to be a Template, containing general terms, some of which may not be applicable to this Agreement but have not been removed or altered for the specific requirements of this Agreement. This does make it somewhat difficult to follow the Agreement and determine which terms apply and how at times.

It should be noted there are multiple attachments, in the form of Exhibits, to the Agreement. There is a provision in the Agreement that says if the agency's specific requirements conflict with the Agreement, the agency's specific requirements control (at 7.06(1) – Agreement). The

[1] All terms of the Agreement have not been addressed, as the Agreement is quite extensive. I have requested the Bid documents the City submitted to GSA. I have not been provided a copy of those documents at this time, so the analysis in this memo does not have the benefit of having reviewed said documents.

agency's specific requirements are Exhibit C to the Agreement. This is important to note, as there are additional and potentially conflicting terms in Exhibit C to the Agreement.

In working with our Consultant, Kenneth Krasnow with Colliers, and speaking with GSA, terms in the Agreement have attempted to be negotiated or clarified. A video conference call was held on August 17, 2023. That resulted in clarification of some terms and some terms which GSA indicated they would get back with me to further clarify. As of today's date, those items are still outstanding, as will be noted below. I have prepared a "redlined" version[2] of the Agreement with suggested changes I believe should be included, at a minimum. I will continue to provide any updates as they become available. If there are any questions or concerns, please do not hesitate to contact me at any time.

**Lease Term:**

**No Changes.**

The Agreement is for fifteen (15) years, thirteen (13) of which are firm, meaning the Government cannot terminate the Agreement during the thirteen (13) year time period (at C – Agreement). The last two (2) years can be terminated by the Government, at their discretion and without cause, with at least 90 days' written notice (at 1.05 – Agreement). There is a five (5) year renewal option, that reads that the option to renew is in the sole discretion of the Government, and the City has no say as to whether it would like to exercise the renewal option at that time (at 1.06(A) – Agreement).

**Rent:**

**The language has been changed from "may" to "shall" in regards to the Tenant Improvement Allowance and Building Specific Amortized Capital overages. This means the Government will be required to either: 1. Reduce the Tenant Improvement requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent for any overages from what is currently budgeted in the Agreement (at 1.08(D) – Agreement). Termination language has still not been included. Therefore, if the costs are above what the City expects or desires to pay for the buildout of this space, there is no provision permitting termination of the Agreement. All other terms and concerns addressed below remain the same.**

The total rent is comprised of five categories: Shell Rent, Operating Costs, Tenant Improvements Rent, Building Specific Amortized Capital (BSAC), and Parking. All improvements required under the Agreement must be financed up front by the City, including all work, labor, materials, equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, similar such fees, and all related expenses (at 1.03(J)(2) – Agreement). The City is then to be reimbursed over a thirteen (13) year period through different portions of the rent, with 0.0% interest to be paid by the Government (at 1.08(a) and 1.10 – Agreement). As explained below, language to protect the City from overage costs during the buildout could and should be included in the Agreement.

[2] Done in blue writing due to red writing already being used to fill in terms previously.

It should also be noted, the rent is based on the measurement of the space, not to exceed 5,850 ANSI/BOMA Office Area (ABOA) square feet (SF), not the 6,435 rentable square feet (RSF) (at 1.01(A) – Agreement). The ABOA SF is "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed" (at 2.01(E) – Agreement). The rent is subject to decrease based on the subsequent measurement of the ABOA SF, however, per the terms of the Agreement the rent cannot be increased if the ABOA SF is determined to be higher (at 1.03(E) – Agreement).

**Shell Rent:**

The Shell Rent for the first thirteen (13) years is $230,539.71 per year, $281,024.30 for years fourteen (14) and fifteen (15), and $281,024.30 for years sixteen (16) through twenty (20), should the Agreement be renewed (at 1.03 and 1.06 – Agreement). The total commission to be paid under the Agreement is $170,359.10 (at 1.04(A) – Agreement). There is a rent adjustment built into the Agreement for the "Commission Credit," which is $80,068.78 of the total commission (at 1.04(A) – Agreement). The "Commission Credit" is calculated as a reduction of the Shell Rent and shall be paid to the Broker for GSA over the first five (5) months of the lease (at 1.04(B) – Agreement). It should also be noted, this amount is subject to change if the Tenant Improvement Allowance changes (at 1.04 – Agreement).

Exhibit D to the Agreement contains the Security Requirements the City must meet under the Agreement. Of importance to the Shell Rent is the inclusion of numerous security requirements that are designated as part of the Shell Rent instead of Building Specific Amortized Capital (BSAC). This means those designated in Exhibit D as Shell Rent will not be paid back at their specific cost through the BSAC. The Shell Rent will not be adjusted for unexpected overages as the BSAC could be.

**Operating Costs:**

The Operating Costs portion of the rent has been calculated at $53,783.95 per year (at 1.03 – Agreement). This is $8.36 per RSF (at 1.14 – Agreement). The Operating Costs are to cover numerous costs that shall be incurred and paid by the City each year. This includes "cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy" (at 2.09 – Agreement). It should be noted, this amount is subject to increase and decrease each year based on the Cost of Living Index (at 2.09 – Agreement). If the Cost Living Index increases, the Operating Costs will increase. However, if the Cost of Living Index decreases, so shall the Operating Costs paid by the Government to the City. The specific Cost of Living Index to be utilized is not specified (i.e. whose calculation, whether it is by state, whether it is by the county, or whether it is by the city). I would recommend this be clarified with better particularity in the Agreement to avoid any ambiguity and issues in calculation in subsequent years.

The Agreement specifically states that the Operating Costs "do not include routine maintenance and/or replacement of security equipment after the one-year warranty period expires," and the Government is responsible for maintaining the security equipment after the warranty expires (at 7.06(5) – Agreement).

**Tenant Improvements Rent:**
The total cost for Tenant Improvements is $586,111.50, to be paid back in annual installments over thirteen (13) years with 0.0% interest paid by the Government (at 1.03(A) – Agreement). The annual rent for the Tenant Improvements is $45,085.50 (at 1.03(A) – Agreement). This equates to $100.19 per ABOA SF.

If the buildout costs exceed this specified amount contained in the Agreement, I do not believe there is specific language in the Agreement requiring the Government to pay any overages if bids come in higher than the specified amount. There is an option by which the Government **may** decide to: 1. Reduce the Tenant Improvement requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent (at 1.08(D) – Agreement). I do not see this, however, as a requirement of **shall**. I suggest language be added to the Agreement that if the bid amounts result in Tenant Improvements over $586,111.50, the Government **shall be required** to either: 1. Reduce the Tenant Improvement requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent.

Additionally, there is no language specifically stating that if the Government and the City do not agree on the Tenant Improvement costs after bids are received termination of the Agreement is permitted. I would suggest such specific language be included so there is no doubt the City will not be responsible for paying Tenant Improvement buildout costs far beyond what was expected and contemplated under the current Agreement.

In speaking with GSA and discussing the concerns related to the overage amount, they indicated they have not agreed to any overage or set aside any additional funding if there are overages for the Tenant Improvements, at this time. GSA also indicated that in previous negotiations between GSA and the City (of which this office was not a party, to my knowledge), both agreed that any costs over the $586,111.50 would be amortized over the thirteen (13) year firm term. This, however, is not specifically reflected in the Agreement. The Agreement still includes the three options to: 1. Reduce the TI requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent.

I will note the specifications throughout the Agreement as to the Tenant Improvements required by the Government are extremely specific and extensive.

**Building Specific Amortized Capital (BSAC):**
This portion of the rent is for security related improvements, has been calculated at $12.00 per ABOA SF, and must be made available by the City upfront to the Government, with repayment amortized at 0.0% interest over the thirteen (13) year firm term of the Agreement (at 1.10 – Agreement). This calculates to a total of $70,200.00 for the BSAC (at 1.03(A) – Agreement).

The same concerns expressed above for the Tenant Improvements related to overages, requirements to pay for the overage, and lack of specific language authorizing termination exist for the BSAC as well. The same suggestions within the Tenant Improvements apply to the BSAC.

**Parking[3]:**

Twenty-one (21) "structured/inside" parking spaces on the top floor of the parking garage are to be reserved and secured for the exclusive use of the Government (at 1.02(A) – Agreement). I believe there is some inconsistency in the Agreement language regarding payment for the twenty-one (21) spaces to be reserved for the Government. It has been explained the City is required to provide twenty-one (21) reserved parking spots for the Government pursuant to the lease. This makes sense based on the calculations in Sections 1.03(A)-(B) of the Agreement. It is calculated that the Government will pay $50.00 per space per month for a total yearly parking space rental cost of $12,600.00 (at 1.03(A)-(B) – Agreement). This is also built into the rent calculations (at 1.03(A) – Agreement).

However, the Agreement also specifically states that "the parking charges in Section 1.03(B) shall apply for any parking spaces other than the 21 reserved and secured spaces" (at 1.02(A) – Agreement). Therefore, Section 1.02(A) and Section 1.03(B) of the Agreement appear to be in conflict with one another because one section says the $50.00 does not apply to the twenty-one (21) spaces, but another section specifically calculates the $50.00 as applying to the twenty-one (21) reserved and secured spaces. I suggest the inconsistent language in 1.02(B) of the Agreement be removed.

The only way, in my opinion, for Section 1.02(A) and Sections 1.03(A)-(B) to not be inconsistent is if the intent is other than what has been explained, and the intent is actually to require forty-two (42) spaces. This would mean the twenty-one (21) "reserved and secured" parking spaces in Section 1.02(A) of the Agreement and the twenty-one (21) "structured/inside" in Sections 1.03(A)-(B) are different spaces. Under such an interpretation, the twenty-one (21) "reserved and secured" parking spaces in Section 1.02(A) of the Agreement are different than the twenty-one (21) "structured/inside" spaces in Section 1.03(B). If this is the intent, I would suggest the ambiguity be clarified.

**Additional Costs to be Paid by the City:**

**No changes.**

The following costs are also required to be paid by the City[4], the amount of which is unknown and will be unknown until incurred:

1. Cyclical painting, common areas every 3 years and the Space every 6 years (at 3.28(B) and 6.12 (A)(1)-(2) – Agreement).
2. Cyclical carpet replacement, every 6 years (at 3.30(D) and 6.12(B)(2) – Agreement).
3. Noise control expert to provide test report showing acoustical requirements have been met, if required by Government (at 3.44(D) – Agreement).
4. Computer Aided Design files (at 4.12 – Agreement).

[3] Please see Parking discussed in further detail, apart from the rental payment terms, below.

[4] This should not be presumed to be an exhaustive list of additional costs required to be paid by the City under the Agreement.

5. Utilities (at 6.02 – Agreement).
6. Janitorial services (at 6.07 – Agreement).
7. Maintenance (at 6.11 – Agreement).
8. Radon testing and follow-up test (at 6.23 – Agreement).

**Waivers of Claims:**

**No changes.**

The City cannot require the Government to restore the space and waives all claims against the Government for: 1. waste, or 2. damages, or restoration arising from or related to the Government's normal and customary use of the space during the Agreement, as well as any initial or subsequent alteration to the space, regardless of whether such alterations are performed by the City or the Government (at 2.04 – Agreement).

The Government is permitted to abandon any property within the space upon expiration or termination of the Agreement (at 2.04 – Agreement). The Government is relieved of any liability if they do so (at 2.04 – Agreement). The Government specifically does not waive claims or rights under the Agreement with their "review, approval or acceptance of, nor payment through rent of the services required" pursuant to the Agreement (3.08(C) – Agreement).

**Timeline and Force Majeure:**

**No changes.**

There is a very specific timeline by which all work under the Agreement must be completed (at 4.01 – Agreement). Absent is in the Agreement is any force majeure language for delays outside of the City's fault. In my discussion with GSA, they indicated they are open to amendments to the Agreement timeline if the timeline cannot be met through no fault of the City. This, however, is not specifically written into the Agreement, so such would not ultimately be binding on the Government[5].

**Termination of Agreement:**

**No changes.**

The Government has expressly built in terms allowing for the Government to terminate the Agreement when there is default by the City (Section 10 – Exhibit E). There is no such reciprocal provision for the City. Further, there is no provision whatsoever allowing the City to terminate the Agreement at any point, for any reason, to include breach of contract. The City would be bound by normal litigation remedies should there be a violation or breach by the Government.

The Government also has the ability to terminate this Agreement at any time after the first thirteen (13) years for any reason, with 90 days written notice to the City (at 1.05 –

[5] There is an express provision that the Agreement is the entire Agreement and no previous written or oral agreements, whether express or implied, are admissible to contradict any terms of the Agreement (at Section 7 – Exhibit E).

Agreement).The Government has the right to set off a claim they assert against the City against monies owed to the City, and such is not a breach of the Agreement by the Government (i.e. rent) (Section 8 – Exhibit E).

**Jurisdiction/Venue:**

**No changes.**

Of concern is the fact that this Agreement is controlled by Federal law (Section 14 – Exhibit E). Therefore, should litigation occur by either party, the City would be engaged in a lawsuit where Federal laws apply instead of the laws of the State of Florida. Venue is not specified, meaning it is not expressly stated such would occur in St. Lucie County.

**Sovereign Immunity:**

**No changes.**

The Government has expressly preserved their right to Sovereign Immunity (Section 14 – Exhibit E). Sovereign Immunity is not expressly preserved to the City within the Agreement pursuant to Section 768.28, Florida Statutes.

**Parking:**

**Language was added that the Agency Requirements (at Exhibit C) shall control over conflicting language in the Agreement "with the exception in the design for the secured parking" (7.06(A) – Agreement). Also, language was added to the Agreement stating "the Government agrees to secure their reserved parking spaces in an aesthetically pleasing manner, subject to the [City's] reasonable approval" (at 1.02(A) – Agreement). The fencing and barbed wire language within Exhibit C at ((A)(1)(d), (A)(2)(d), and Exhibit #19 is either struck through or removed. (at Exhibit C). Language has been added that the minimum requirements for secure parking enclosure is "to be determined during design" (at (A)(1)(d)(i) - Exhibit C). The following language has been added to Exhibit #19 to Exhibit C: "Additional parking requirements to be determined by the agency during the design phase of the project" (at Exhibit C).**

**While the language regarding parking as now included is not against our Code of Ordinances, the vagueness of the parking buildout requirements is of concern. Should the parties not be in agreement to the parking design as the design is created (which is after the signing of the Agreement) or its aesthetically pleasing nature, litigation could be the result. Additionally, there is no provision allowing for termination of the Agreement, should the parties not be in agreement as to the design for the secured parking spaces.**

Related to parking, the twenty-one (21) "structured/inside" parking spaces on the top floor of the parking garage are to be reserved and secured for the exclusive use of the Government (at 1.02(A) – Agreement). Structured/inside is not defined in the Agreement. Exhibit C[6] to the

[6] As a reminder, if the agency's specific requirements conflict with the Agreement, the agency's specific requirements control (at 7.06(1) – Agreement). The agency's specific requirements are Exhibit C to the Agreement.

Agreement appears to require a secure fenced/divided area or on-grade lot within a secure fenced area (at A(1)(d)(i) – Exhibit C). Fencing must be galvanized chain link fencing at least 8 feet high with a top-guard overhang extending at a 45 degree angle outward with three strands of barbed wire stalled on top of the fence (at A(1)(d)(i) – Exhibit C).

The City of Fort Pierce Code of Ordinances (the Code) at Section 125-322 titled "[f]ences, walls and hedges; installation, replacement and maintenance," prohibits barbed wire fences in certain areas, to include downtown and areas targeted for redevelopment. Even in areas in which the Code permits barbed wire on fences, with the approval of the planning director, the barbed wire cannot be placed on a fence exceeding six (6) feet in height. A fence built to the above requirements of Exhibit C appears to be in violation of the Code. In my discussions with GSA, they have indicated they are unsure whether ATF will require fencing and barbed wire. GSA indicated they would get back with me regarding this term. I have not received an answer as of today's date.

Additionally, the parking garage must meet or be upgraded, at the City's expense, to meet the National Fire Protection Association, Life Safety Code (NFPA 101), the International Code Council, International Building Code (IBC), or an alternative approved by the Government (at 3.11(A) – Agreement). The cost, and if it is to be incurred, is unknown to me at this time.

**Antenna, Satellite Dishes, and Related Transmission Devices:**

**Language has been added to the Agreement stating the antenna equipment will be affixed "in an aesthetically pleasing manner, subject to the [City's] reasonable approval" (at 1.02(B) – Agreement). The vagueness of this term could result in litigation if the parties are not able to agree on the placement of the antenna equipment. Additionally, there is no provision allowing for termination of the Agreement, should the parties not be in agreement as to the "aesthetically pleasing manner" of placement of the antenna equipment.**

The Agreement calls for additional space on the roof for the installation of telecommunications equipment (at 1.02(B) – Agreement). It has been suggested this may not be required. The Agreement, however, still contains such language. In speaking with GSA, they have indicated they would need to confirm with ATF whether this term is required, is being reserved for the future if decided to install, or should be removed. Also unclear is whether such installation would require additional space on the top floor of the parking garage and whether that would require additional parking spaces being occupied by the Government. As of today's date, I have not heard back from GSA.

**State Statutory Language Requirements:**

**Language has been added to comport with the radon gas notification requirements in Section 404.056, Florida Statutes (at 6.23 – Agreement).**

Pursuant to Section 404.056, Florida Statutes, the following notification is required in any rental agreement for any building:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

I have added such language to the Agreement. The Agreement should not be signed without such language included.

**Insurance:**

**No changes.**

The City is required to provide insurance as part of the building shell requirements (at 3.07(C) – Agreement). The City's standard insurance requirements were provided to Mr. Krasnow previously to provide to GSA. Additionally, through my conversation with GSA, they have indicated they are self-insured. Therefore, the Agreement will not contain the standard insurance requirements the City uses in its leases. While the City will maintain its insurance on the building, anything else would be the responsibility of the Government. I suggest it be made clear in the Agreement that the City will only provide insurance on the building itself.

**Location of Office:**

**The location requirements within Exhibit C that would have prohibited the Sunrise Center as an ATF approved location have been stricken (at (A)(1) – Exhibit C).**

There are requirements for the ATF offices to be located certain distances from a Public Defender's Office and a railroad track (at (A)(1) – Exhibit C). From my calculation, the office space is within the prohibited footage and a waiver would be required. After speaking with GSA, they have indicated the site has been examined and deemed acceptable, but they are unsure if any required documentation has been obtained. They are in the process of following up with this issue. I have not received an answer as of today's date.

**Small Business Concern:**

**To my knowledge, this has not been addressed by the City.**

Colliers has indicated the City has not provided a small business subcontracting plan to GSA or obtained a waiver from GSA. This will need to be resolved.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: NICHOLAS MIMMS, CITY MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 2ND FOLLOW-UP TO THE CITY MANAGER RE: SUNRISE CENTER LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA THROUGH GENERAL SERVICES ADMINISTRATION

DATE: OCTOBER 10, 2023

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As a follow-up to the September 1, 2023 and September 15, 2023 Memorandums on the above Lease Agreement, I have been provided the Agreement and Exhibit C with additional changes. In reviewing the amended documents, the following changes have been made by GSA since the September 1, 2023 Memorandum, the underlined language being specific to the most recent amendments provided to me through email:

1. The change of "may" to "shall" regarding the Tenant Improvement Allowance overage options (at 1.08(D) – Agreement). Termination language has still not been included.

2. The change of "may" to "shall" regarding the Building Specific Amortized Capital overage (at 1.11(C) – Agreement). Termination language has still not been included.

3. Language was added that "the Government agrees to secure their reserved parking spaces in an aesthetically pleasing manner, subject to the [City's] reasonable approval" (at 1.02(A) – Agreement).

4. Language was added that the Agency Requirements (at Exhibit C) shall control over conflicting language in the Agreement "with the exception in the design for the secured parking" (7.06(A) – Agreement). The fencing and barbed wire language within Exhibit C at ((A)(1)(d), (A)(2)(d), and Exhibit #19 has struck through or removed. (at Exhibit C). Language has been added that the minimum requirements for secure parking enclosure is "to be determined during design" (at (A)(1)(d)(i) - Exhibit C). The following language has been added to Exhibit #19 to Exhibit C: "Additional parking requirements to be determined by the agency during the design phase of the project" (at Exhibit C).

5. Regarding the antenna equipment, language has been added that antenna equipment will be affixed "in an aesthetically pleasing manner, subject to the [City's] reasonable approval" (at 1.02(B) – Agreement).

6. Language has been added to comport with the radon gas notification requirements in Section 404.056, Florida Statutes (at 6.23 – Agreement).

7. <u>The location requirements within Exhibit C that would have prohibited the Sunrise Center as an ATF approved location have been stricken (at (A)(1) – Exhibit C).</u>

While the language regarding parking as now included is not against our Code of Ordinances, the vagueness of the parking buildout requirements is of concern. Should the parties not be in agreement to the parking design as the design is created (which is after the signing of the Agreement) or its aesthetically pleasing nature, litigation could be the result. The same concern is noted for the antenna equipment. The remaining concerns included in my September 1, 2023 Memorandum remain unchanged by GSA and still stand.

With the above concerns noted, the Agreement and Exhibits are approved as to form and correctness.

cc: Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm** **15. a.**

**Meeting Date:** 10/16/2023

**Re:**

**SUBJECT:**

Reports

## Attachments

Purchase Order Report

## Form Review

Form Started By: Jennifer Robinson Started On: 10/09/2023 09:05 AM

Final Approval Date: 10/09/2023

**Purchase Order Approvals between $10,000 to $50,000 by the City Manager from September 1, 2023 to September 30, 2023**

| Department | Vendor Name | Total Amount | Budget Account Code | Fund Description | Purchase Description |
|---|---|---|---|---|---|
| CODE ENFORCEMENT | GRANICUS, LLC | $19,699.50 | 0012903-534900 CONTRACTUAL SVC/MSC CONT FEE | Code Enforcement | Granicus - Address Identification, 24/7 Hotline |
| GRANTS ADMINISTRATION | B SQUARED CONTRACTING INC. | $49,190.00 | 1059502-583400 OTHER GRANTS & AIDS/OTHER | Grants Administration | SHIP Rehabilitation - Kaitlyn Cerda FY 22-23 |
| INFORMATION TECHNOLOGY | DELL MARKETING, L.P. | $10,193.00 | 4014100-564100 EQUIPMENT & MACHINERY/OFFICE | Marina Fund | Marina New System Rollout |
| INFORMATION TECHNOLOGY | BRIGHTLY SOFTWARE, INC. | $10,672.20 | 4202902-546750 REPAIR & MAINTEN/SOFTWARE | Building Fund | SAAS ANNUAL SUBSCRIPTION: CFTP DUDE SOLUTIONS |
| INFORMATION TECHNOLOGY | TYLER TECHNOLOGIES, INC. | $36,829.99 | 0012500-546750 REPAIR & MAINTEN/SOFTWARE | Information Technology | TYLER SAAS ANNUAL RENEWAL (2 MONTHS) |
| MARINA | TAYLOR COMMUNICATIONS | $28,265.00 | 4014100-534900 CONTRACTUAL SVC/MSC CONT FEE | Marina Fund | Installation of new WiFi equipment for FPCM. |
| PW - DIRECTOR'S OFFICE | DEERE & COMPANY | $15,882.48 | 0014005-564300 EQUIPMENT & MACHINERY/HEAVY | Parks & Grounds | JOHN DEERE GATOR XUV590M PURCHASE |
| PW - FLEET | GARBER BUICK GMC OF FT. PIERCE | $16,041.73 | 0013002-546500 REPAIR & MAINTEN/VEHICLE | Police Support | Automotive body damage repairs Unit# 459 |
| SUNRISE THEATRE | FARMER & IRWIN CORP. | $44,785.00 | 4064600-563200 IMPROV OTHER/OTHER IMPROV | Sunrise Theatre | Emergency replacement for Black Box A/C |